



**Labor Agreement**

**by and between**

**Paratransit Services**

**and**

**Amalgamated Transit Union, Local 758, AFL-CIO**

**2009 – 2012**



## **PREAMBLE**

This Agreement is by and between Paratransit Services (the Employer) for its operation located at 254 Oregon Way, Longview, Washington, and Amalgamated Transit Union, Local 758, AFL-CIO (the Union).

## **ARTICLE 1—RECOGNITION**

- 1.1 The Employer hereby agrees to recognize and accept the Union as the sole and exclusive bargaining agent for all drivers and dispatchers that are employed by the Employer at 254 Oregon Way, Longview, Washington location.
- 1.2 It is further understood and agreed that Office, Clerical, Guards, Supervisors, and all other employees are excluded from the terms of this Agreement.

## **ARTICLE 2—UNION MEMBERSHIP**

- 2.1 All employees under the terms of this Agreement who are presently employed or who shall become employed hereafter shall be required to join the Union within thirty one (31) days of the date of employment and as a condition of continued employment shall pay initiation fees, assessments, and regular monthly dues as required by the Union By-Laws. The initiation fee for On-Call drivers and dispatchers, will be deferred until converted to regular part-time or full-time driver or dispatchers status, provided an Initiation Fee Postponement Agreement was signed at the time of his/her employment. The Employer agrees to on a bi-weekly basis deduct from the paycheck of each employee who has so authorized it, the regular initiation fees, regular monthly dues, and assessments uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a standard form approved by the Employer and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the Employer.
- 2.2 The Employer agrees to notify the Union within thirty (30) days when new employees are hired, change classification or position, whether full-time or regular part-time, and when employees are no longer employed by the Employer.
- 2.3 Upon receipt of a written and signed authorization by the employee, the Employer agrees that on or before the tenth day of each month it will check-off and remit to the Financial Secretary of the Union on a monthly basis the membership dues, assessments, or initiation fee required by the Union.
- 2.4 The Union shall indemnify and hold harmless the Employer from any and all liability, loss, or damage the Employer shall suffer as a result of claims, demands, costs, attorney fees, and judgments which shall arise by reason of action taken by the Employer under this Article.

### **ARTICLE 3—DEFINITIONS**

- 3.1 For the purpose of this Agreement, the following definitions shall be understood as follows:
1. "Employer" shall mean Paratransit Services.
  2. "Employee" shall mean all drivers and dispatchers employed by the Employer.
  3. "Bargaining Agent" or "Union" shall mean the Amalgamated Transit Union, Local 758, AFL-CIO.

### **ARTICLE 4—MANAGEMENT RIGHTS**

- 4.1 The Employer retains all rights related to the management of the Company and its business and the direction of its working forces. This includes, but is not limited to, the following: to hire, promote, demote, transfer, suspend, discipline, or discharge employees for just cause; to plan, direct, and control operations; to subcontract work as it is needed. Provided, however, that all of the foregoing will be subject to this Agreement.

### **ARTICLE 5—NON-DISCRIMINATION**

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

### **ARTICLE 6—UNION ACTIVITIES**

- 6.1 Upon written notification from the Union, the Employer will recognize designated shop stewards to represent the employees in the bargaining unit for the purpose of grievances and disputes arising out of or by virtue of the bargaining agreement. The Union designated shop stewards should be well skilled in written and verbal communications in so far as it relates to this Agreement.
- 6.2 All of these activities will be conducted by appointment and/or as work schedules allow.
- 6.3 Employees elected or appointed to a full-time office in Local 758 shall be granted a leave of absence without pay provided reasonable advance notice is given to the Employer. No more than one (1) employee at a time will be required to attend Union sponsored activities. If leave is required to attend such activities, seven (7) days advance notice for such leave will apply.

## ARTICLE 7—WRITTEN COMMUNICATIONS

- 7.1 Written communications to the Employer from the Union will be answered within ten (10) working days in writing. Written communications from the Employer to the Union will be answered within ten (10) working days in writing. All written communications to the Employer from the Union will be directed to the Human Resource Manager or their representative. Communications to the Union shall be directed to the President of the Local and shop stewards shall be copied. A driver may sign a waiver if he/she does not wish discipline notices to go to the Union. All written discipline must be issued to the employee within ten (10) working days of the Employer's first knowledge of such infraction(s), except where there is an ongoing investigation. Notification to the employee and the Union prior to the ten work day limit of an ongoing investigation will automatically extend the period to 30 work days.

## ARTICLE 8—HOURS OF WORK

- 8.1 Except as otherwise provided, eight (8) consecutive hours exclusive of a meal period shall constitute a day's work. The work week shall be defined as forty (40) hours per week. The company will guarantee four full-time driver positions as defined in Article 14.1. This does not constitute a guarantee of minimum or maximum number of hours, except that drivers scheduled for weekend work will be given every opportunity to work a full eight (8) hour shift. An effort will be made to give Full Time drivers 40 hours in a week. **Drivers may use their floating holidays in one-hour increments to increase their hours for the work week to 40 hours.** The company, whenever possible, will provide two consecutive days off. The work week may change at the discretion of the company.
- 8.2 Depending on operational and training requirements, On-Call drivers will not be scheduled for work if Regular Full-Time/Part-Time drivers are available, unless (1) the scheduling of Regular Full-Time or Part-Time drivers could potentially put the Full-Time or Part-Time employee over their employment status hours as defined in Article 14.1, or (2) peak work demand periods require concurrent coverage in addition to the scheduled Regular Full-Time and Part-Time drivers. Based on total weekly hours, an attempt will be made to give senior members higher total hours over members with less seniority.

## ARTICLE 9—OVERTIME

- 9.1 Overtime is to be paid at time and one half the employees' regular rate of pay for hours worked over 40 in one work week except that part time operators will receive time and one half the employees' regular rate of pay for hours worked over ten (10) hours or more in one work day. Other Part-time personnel will receive time and one half the employees' regular rate of pay for hours worked eight (8) hours or more in one work day.

## ARTICLE 10—MEAL PERIODS

- 10.1 Meal periods of 30 minutes will be scheduled in compliance with Washington State Law. An extended meal period, up to 60 minutes, may be approved, subject to operational or training constraints. Weekend drivers have the option of waiving or taking a lunch, based on management discretion, by coordinating their request with dispatch 24 hours in advance of their shift.
- 10.2 Rest periods will be scheduled in compliance with Washington State Law. Eligible and scheduled rest periods will be 15 minutes in length and will be scheduled as near as possible to the midpoint of each four hours worked, subject to operational constraints. Two 15 minutes rest periods will be given on any shift or seven (7) hours or more. One 15 minute rest period will be given on shifts less than seven (7) hours, but more than three (3) hours. When an employee is also eligible for a scheduled meal period, it will be the objective of the scheduler and or dispatcher to schedule meal and rest period(s) in a manner that approximates equal length work periods, subject to operational constraints.

## ARTICLE 11—SENIORITY

- 11.1 A seniority roster shall be posted on the employee bulletin board every three- (3) months showing the name of each employee and the date each employee entered the service of the Employer and/or date of transfer to the operating location. The seniority of each present, future, regular full-time, regular part-time, and/or on-call employee shall be as defined in 11.2, 11.3, and 11.10 for layoffs, recall, and vacations.
- 11.2 Seniority as defined for lay-offs and recall shall be the length of their continuous service, commencing with the date of hire. The job being relatively equal, seniority shall govern in layoffs and recall to the bargaining unit. Lay-offs resulting through a reduction of forces will not be considered as a break in continuous service if it does not exceed six (6) months. Lay-offs shall be conducted in inverse order of seniority. Recall shall be conducted in order of seniority. Transferring an employee's seniority date shall be the date of hire at the Longview worksite.
- 11.3 Seniority shall be determined by the date of hire or transfer to the location. Seniority for employees hired on the same day will be determined by the last four digits of the social security number with the higher being most senior. Seniority will exist by date of placement within a job classification for shift bidding or layoff purposes.
- 11.4 Absence on account of illness or injury, which prevents the employee from working at their occupation, shall cause no loss of seniority by the employee, except as provided for in 11.6 of the Labor Agreement.
- 11.5 Authorized leaves of absence less than six (6) months shall cause no loss of seniority by the employee.
- 11.6 Except for leaves of absence caused by illness or injury, other authorized leaves of absence in excess of six (6) months will result in the loss of seniority, day-to-day, by each employee until his/her return to work. Leaves of absence for illness or injury shall result in the loss of seniority after one year. For cases of industrial illness or injury, loss of seniority shall occur after two years. The Employer may require a doctor's slip verifying the illness or injury of an employee's ability to return to work. The six months, one-year, and two-year leaves of absence include leaves of absence granted under state and federal leave laws.
- 11.7 When the employment of any employee is terminated voluntarily or is terminated for cause, the employee shall lose all existing seniority.
- 11.8 It is the responsibility of the employee to keep on file at the office of the Employer his/her current address and telephone number where he/she can be reached in the event of recall. Employees recalled to duty will respond as quickly as possible, but in no event, later than fifteen (15) days from the date written notice of recall has been sent to the employee. If any employee does not report for duty within fifteen (15) days, he/she shall be considered out of service and his name removed from the seniority roster.
- 11.9 Employees moving to a supervisory position shall retain their seniority during the first twelve (12) months in such positions, and shall suffer no loss of seniority if they return to a represented position within that time.

Employees remaining in supervisory positions for more than twelve (12) months shall lose all seniority if they return to a represented position. If returning to a represented position after more than twelve

(12) months in a supervisory position, employees' wage and benefits will be determined by such employee's original date of hire with the Employer.

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

A temporary position is an assignment where a member of the collective bargaining unit is assigned to a position titled temporary. A temporary position is entitled to a one-time assignment with a definite end date unless mutually extended and agreed upon by the employer, union, and the affected employee.

- 11.10 No employee shall acquire any seniority until he/she has completed ninety (90) days of employment with the company. The probationary period will be 90 days of continuous employment with the company. The employer shall have no obligation to re-employ a probationary employee if he/she is terminated during his or her probationary period.
- 11.11 All new job vacancies for full-time drivers must be filled in order of seniority from the regular part-time drivers. Part-time positions will be offered to on-call drivers in order of seniority.
- 11.12 All new job vacancies for full-time dispatchers must be filled in order of seniority from the regular part-time dispatchers. Part-time positions will be offered to on-call Dispatchers in order of seniority.
- 11.13 For shift bidding purposes, all employees will bid within their job classification based on their seniority date of the job class. This requirement shall not apply to employees on a rotating shift. Job classifications shall be separated by full-time positions and part-time positions.
- 11.14 For the purpose of wage step classification, Paratransit Services' employees who transfer from another location will receive credit for time in service. Seniority for all other purposes will begin with the date of transfer to this location.

## **ARTICLE 12—CASUAL DRIVERS**

- 12.1 Employees from the Employers other locations may be used as fill-in drivers, if no other member of the bargaining unit is available to perform the work.

## **ARTICLE 13—WAGES**

- 13.1 Effective June 1, 2009, and for the duration of this Agreement, all regular full-time, regular part-time, and on-call drivers and dispatchers shall be classified and paid the following applicable straight-time hourly rate of pay for all straight-time hours actually worked. The effective date is based on date of hire/transfer to the position.

### **Year 1 – Effective 6/1/2009:**

#### Paratransit Driver Wages

<u>Hire/Training</u>	<u>6-Mo</u>	<u>24-Mo</u>	<u>36-Mo</u>	<u>48-Mo</u>	<u>Longevity-60</u>
\$9.02	\$9.76	\$10.60	\$11.36	\$11.89	\$12.78*

#### Paratransit Dispatch Wages

<u>Hire/Training</u>	<u>6-Mo</u>	<u>24-Mo</u>	<u>36-Mo</u>	<u>48-Mo</u>	<u>Longevity-60</u>
\$9.76	\$10.34	\$10.95	\$11.70	\$12.23	\$13.13*

\* Includes longevity pay referenced in Article 13.7

**Year 2 – Effective 6/1/2010** – All steps, all classifications, to receive a minimum 2.0% hourly wage increase, or COLA, whichever is more, with a maximum of a 3.2% increase.

- COLA= Based on 80% of the Portland, Oregon Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) as published by the US Department of Labor, Bureau of Statistics. The calculation shall be made as soon as possible after January 1, 2010, based on the prior twelve (12) calendar months activity.

**Year 3 – Effective 6/1/2011** – All steps, all classifications, to receive a minimum 2.0% hourly wage increase, or COLA, whichever is more, with a maximum of a 3.2% increase.

- COLA= Based on 80% of the Portland, Oregon Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) as published by the US Department of Labor, Bureau of Statistics. The calculation shall be made as soon as possible after January 1, 2011, based on the prior twelve (12) calendar months activity.

13.2 Step 1 is an entry or new hire wage rate effective following successful completion of training for drivers or on the hire date for dispatchers. Thereafter, employees are eligible for increases on the above dated schedule.

13.3 When Employer utilizes the services of a designated, certified driver trainer or designated dispatch trainer during the new employee's initial 2-week training period for primary skills training purposes, he/she will be reimbursed a rate of 110% of base hourly rate.

13.4 The Employer will guarantee to pay an employee a minimum of twice monthly. Prior to any change to the existing practice of bi-weekly payroll, the employer and employees will agree in writing to an implementation and transition plan that will, at a minimum, include the ability for the member to obtain short term pay advances.

13.5 When an employee is utilized to perform work in a different job classification, they shall be paid at the wage rate designated for that classification based on their seniority date.

13.6 In the event an employee is scheduled for a split shift and the time between the split shifts is greater than or equal to two (2) hours, an additional fifteen (15) minutes of pay will be granted in lieu of travel time.

13.7 When an employee completes five (5) continuous years of service, an additional \$.25 cents per hour, recognized as Longevity Pay, will be added to their base pay rate.

## **ARTICLE 14- GENERAL CONDITIONS**

14.1 Regular full-time employees are regularly scheduled to work an average of thirty plus (30+) hours per week over a 16 week period and are eligible for all employee benefits. Part-time employees are defined as those who are regularly scheduled to work less than 30 hours per week. On-Call employees are defined as those who normally work less than 20 hours per week and may or may not be regularly scheduled. Part-time, probationary, and on-call employees are not eligible for any employee benefits except as provided for herein. On occasion, part-time and on-call employees may be scheduled to work additional hours (above those as defined above) on a temporary basis without changing their benefit eligible status.

- 14.2 Once a regular full-time employee has obtained employee benefits, they will continue to be benefit-eligible regardless of their employment category except in the case of a reduction in force RIF or a voluntary election to a non-benefit eligible employment category.

## **ARTICLE 15- HOLIDAYS**

- 15.1 The following days shall be observed as holidays with pay:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
*Floater	*Floater
*Floater	*Floater

\*Floating holidays must be used within the calendar year they are earned (1/1 to 12/31) or they will be forfeited.

- 15.2 When one of the above holidays falls on a Sunday, it shall be observed on the following Monday. If it falls on a Saturday, it shall be observed on the preceding Friday.
- 15.3 Employees performing work on any of the above holidays shall be entitled to straight-time pay for all hours worked in addition to holiday pay. To be eligible for holiday pay if the day is not worked, an employee must meet requirements in Section 11.10 and must have worked his/her last scheduled workday before and following the holiday. Paid union time off will be considered as time worked.
- 15.4 At the one-year anniversary of employment, eligible part-time employees will receive twelve (12) hours of Floater Pay to be used within the year earned. Requests for this Floater Pay time off falls under the guidelines in Sections 16.3 and 16.5 – Vacations.

## **ARTICLE 16- VACATIONS**

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

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

- 16.2 Vacations for eligible employees as defined in Section 14.1 are accrued from an employee's first day of employment or change of status to an eligible position but are not available for use until completion of his/her probationary period as defined in Section 11.10.

Vacation leave is accruable to a maximum of 160 hours. Vacation pay will be based on the wage rate in effect when vacation is taken. Employees must take at least one week of their accrued vacation per year.

- 16.3 Seniority for vacation requests shall be the date of hire/transfer to the operating location as defined in Section 11.1. All vacation requests must be submitted by January 15 of the current year. The vacation year is defined as January 16<sup>th</sup> of the current year through January 15<sup>th</sup> of the following Year. Requests submitted by the date indicated shall be approved based on seniority. Requests made after that date shall be considered on a first come, first served basis. It must be understood that under certain conditions or training demands, days off shall be rescheduled on a temporary basis.
- 16.4 Upon return of corporation property, an employee will be reimbursed any unused vacation.
- 16.5 Management will guarantee one (1) vacation slot per day with seven (7 days) notice. The seven- (7) days notice requirement may be waived by authority of management.

#### **ARTICLE 17—SICK LEAVE**

- 17.1 The Employer may require a physician's certificate or other reasonable proof of illness in the case of an absence due to illness, injury, or disability for which sick leave is payable where the Employer has a reason to suspect abuse by the employee or if the Employer questions the physical capabilities of the employee.
- 17.2 Eligible employees as defined in Section 14.1 shall accrue sick leave days from their most recent date of hire at the rate of one-half (e) day per month and are not available for employee use until completion of their probationary period as defined in Section 11.10. Unused sick days can be carried over from one year to another up to a maximum of 20 days (160 hours). Employees achieving maximum sick leave will be eligible to receive pay over the 160 hours in 8-hour increments. The rate will be paid at the straight-time rate.
- 17.3 Sick leave will be paid (as outlined in Section 17.4 below) on the first day of hospitalization due to accident or illness and on the first day of any illness or injury for which hospitalization is not required.
- 17.4 Sick leave shall be granted for the employee's illness or injury. Employees are encouraged to provide as much advance notice as possible. An employee is responsible to notify his/her supervisor no later than two hours prior to the start of his/her work shift as to the employee's condition. Such report is deemed merely a notification of absence; the approval of sick leave will be determined on the employee's return to work. Employees are responsible to notify supervisors daily unless they are aware they will be out for more than one day and advise their supervisor of that fact. Employees who are out for an extended period must call the office no later than 2 p.m. the day before they are to return. If the employee is unable to notify the supervisor because of extenuating circumstances, he must validate this and receive approval from the manager.
- 17.5 Employees will be allowed to transfer sick leave from their personal sick bank to another bank in accordance with the Employer's policies provided that the person receiving sick leave will have no sick leave at the time of transfer.

#### **ARTICLE 18—FAMILY AND MEDICAL LEAVE**

- 18.1 The Employer agrees to provide leave benefits to employees under state and federal laws regarding family leave.

## **ARTICLE 19—BEREAVEMENT AND CIVIL LEAVE**

- 19.1 A regular full-time employee shall be granted up to seven (7) days off (to be taken from accrued leave banks or they can take leave without pay) in the event of a death in his/her immediate family, which is defined as the employee's father, mother, sister, brother, son, daughter, grandparent, stepchildren, spouse, or a bona fide dependent residing in the employee's home.
- 19.2 A regular full-time employee will be granted civil leave if such employee is called to serve on a jury or is subpoenaed to testify in court. Such employees will be paid the difference between their regular minimum straight-time hourly rate of pay and the compensation for the latter. Employees are required to make arrangements with their supervisor at least ten (10) workdays in advance of the absence; provided that such notification is waived if the employee receives a subpoena requiring his/her attendance with less than ten-(10) days notice. Pay for jury duty leave under this Article shall be limited to thirty workdays. Pay for jury duty will be given upon proof of attendance (i.e. receipt of attendance). If the employee is released from jury duty and their shift was given to a co-worker, the employee has the option of taking the day off and using accrued leave or they may be given other job assignments if available.

## **ARTICLE 20—GROUP INSURANCE**

- 20.1 For years 2 & 3 of the agreement, all benefit-eligible employees will contribute \$25.00 per month towards the lowest cost medical plan option under the Employer's group medical plan.
- 20.2 Eligible employees must 1) work 30 hours or more per week as defined in Section 14.1, and 2) have completed their probationary period as defined in Section 11.10. The waiting period for benefits is the first of the month following ninety (90) days in an eligible status on the condition that (1) and (2) above have been met.
- 20.3 Each participating employee through payroll deduction will pay the difference between the Employer's contribution and the applicable premium amount. Employees may choose to provide dependent coverage through payroll deduction.
- 20.4 The Employer provides Medical, Dental, \$20,000 Life Insurance, and Employee Assistance plans for all eligible employees.
- 20.5 Benefit changes may occur during Paratransit Services medical contract renewals (September) each year of this contract and shall be renegotiated.
- 20.6 The Employer currently provides a 403 (b) tax deferred retirement plan for all eligible employees. For as long as this plan is in place, the Employer will guarantee to provide union represented employees the same contribution level as non-represented employees.
- 20.7 Eligible employees that "Opt-out" of the medical and dental plan will receive \$15/mo. in lieu of receiving the Paratransit Services benefit plan.

## **ARTICLE 21—UNIFORMS**

- 21.1 The employer shall provide uniform(s) for the employee. The employee shall be responsible for cleaning the uniform. Initial uniform allotment shall be:

Part-Time/On-Call Employees - 2 shirts, 2 pants, and 1 jacket or sweater

Full-Time Employees - 4 shirts, 4 pants, and 1 jacket or sweater

## **ARTICLE 22—UNEMPLOYMENT INSURANCE**

22.1 The Employer shall pay taxes into the Washington State Unemployment Insurance program.

## **ARTICLE 23—PRE-DISCIPLINARY OR TERMINATION HEARING**

23.1 An employee who has completed his/her probationary period will not be disciplined with time off work nor discharged without the right of a hearing at which all concerned may be present to discuss all information available to the Employer in making its decision provided this shall not apply when an employee is subject to immediate suspension.

Whenever the Employer suspends an employee under the provisions of this paragraph, the Union will be notified within 24 hours. Such removal shall be suspension without pay pending disciplinary time off, discharge, or reinstatement of the employee. The Employer agrees to reimburse employees for lost wages resulting from improper removal under the provisions of this paragraph or as may be otherwise agreed by the parties.

Disciplinary actions taken against an employee under these provisions are subject to the grievance procedure set forth in Article 24.

## **ARTICLE 24—GRIEVANCE PROCEDURE**

24.1 Probationary employees (as defined in Section 11.10) shall be entitled to utilize this Grievance Procedure for any disciplinary actions except for termination that are taken by the Employer.

At any time during the grievance procedure, the Union or the Employer may request a hearing for the purpose of resolving the issue.

Step 1: All employee grievances shall be reduced to writing and presented to the Human Resources Director or designee within ten (10) working days of the date of alleged occurrence or the employee's first knowledge of the occurrence.

The grievant employee shall present the written grievance on forms provided by the Union, which shall contain the following:

1. A statement of the grievance and relevant facts.
2. Specific provisions of the terms of this Agreement violated.
3. Remedy sought.
4. The signature of the aggrieved that information contained in the grievance is true to the aggrieved best information and belief.

The Human Resources Director or designee shall attempt to resolve the grievance within ten (10) working days after receipt of the grievance and shall reply to the grievance in writing.

Step 2: If the employee or Union is not satisfied with the decision of the Human Resources Director or designee, the written grievance as set forth in Step 1 together with all pertinent correspondence may be submitted within ten (10) working days to the President or designee. The President or designee shall reply within ten (10) working days of receipt of the grievance, his/her decision upon the matter.

Nothing herein should be construed as meaning that the *Union* cannot represent the grievant employee at all steps of the grievance process. It is the employee's responsibility to furnish copies of the grievance or discipline to the Union office. The Employer shall furnish copies of their decisions to the Union Office.

## **ARTICLE 25—EXPEDITED ARBITRATION**

- 25.1 If the case remains unresolved, such unresolved case may be submitted to a hearing before a panel consisting of one (1) Company representative, one (1) Union representative, and a neutral Chairman chosen from a three (3) member panel from the community of Longview/Kelso, Washington State. The Employer's President or designee and the President of the Union shall mutually agree upon the arbitrators selected to serve on the panel. The three- (3) panelists selected shall be used on a rotating basis. When one of the panelists removes his/her name from the list, the selection of a replacement will be determined as above.
- 25.2 When the arbitration of discipline cases occurs under these provisions, the Union representative and the Company representative designated in Step 3 will present their case before the neutral chairman. The neutral chairman shall decide the case and render his/her decision in writing, which will be final and binding on both parties. It is understood that the neutral chairman may not add to the discipline, which has been assessed by the Employer.

## **ARTICLE 26—FORMAL ARBITRATION**

- 26.1 Contract interpretation and/or disciplinary actions taken by the Employer against bargaining unit employees, which involves discharge or disciplinary suspensions of more than fifteen (15) workdays, are subject to the arbitration provisions stated herein.
- 26.2 If the employee or the Union is not satisfied with the decision of the Employer's Vice President or designee and the grievance remains unresolved, the grievance may be submitted within thirty (30) days to a panel of arbitrators if requested by the Union. The panel shall consist of a Union arbitrator, a Company arbitrator, and a neutral chairman. The Union arbitrator will be the Local Union President and his/her designated representative and the Company arbitrator will be the Employer's President or his/her designated representative.
- 26.3 Immediately following the presentation of the case, a decision of the majority of the panel will be final and binding. The use of witnesses will be optional. The Chairman of the panel will be required to confirm the majority decision in writing.
- 26.4 In the selection of an arbitrator, the Local Union President and Employer's President or designee shall jointly request the Federal Mediation and Conciliation Service to submit a list of eleven (11) qualified impartial arbitrators. The parties shall meet within ten (10) days from receipt of the list to select one of the listed arbitrators.

If they cannot agree upon one of the arbitrators listed, the parties will alternately strike one of the names from the list until there is one name remaining. The remaining arbitrator on the list shall be the duly selected arbitrator. The expenses of the arbitrator and all other expenses of the arbitration will be the responsibility of the party who fails in the arbitration effort.

### **ARTICLE 27—REPORTING FOR WORK**

- 27.1 An employee shall be considered in a payroll status when he/she reports to the designated location at the time indicated by the Employer. In the event that the employee is not able to perform his/her duties because of breakdown, equipment shortage, inclement weather, or scheduling error, the Company will guarantee two hours for report time. The employee is expected to be on site during those two hours and perform additional duties as may be assigned such as: answering phones, appropriate clerical duties, and assistance to drivers.

### **ARTICLE 28—LEAVE OF ABSENCE WITHOUT PAY**

- 28.1 Leave of absence may be granted if deemed appropriate and beneficial to Paratransit Services.
- 28.2 A request for leave without pay by an employee in order to accept other employment shall be considered as insufficient reason for approval of such request. With the approval of the Employer, leave of absence shall be granted without pay to full-time or regular part-time employees for the purpose of service in the Armed Forces provided such request for leave shall be in writing and accompanied with a validated copy of military orders ordering such employee into active service with the Armed Forces.
- 28.3 All leaves of absence shall be subject to the condition that the Employer may cancel the leave at any time upon prior written notice to the employee and specifying a reasonable date of termination of the leave. Upon prior notice to the employee, the Employer may cancel an approved leave of absence at any time if it is found that the employee is using the leave for purposes other than those specified at the time of approval.

### **ARTICLE 29—PHYSICAL EXAMINATIONS**

- 29.1 Employees are required to meet all state, federal, and local guidelines relating to physical examinations and testing including drug and alcohol testing. The Employer will provide, at the lowest cost option, a DOT physical, once every two (2) years for each employee. If due to physical requirements, additional DOT physicals are needed prior to the two (2) year time period, the employer will reimburse the employee 50% of the employee cost based on the lowest cost option.
- 29.2 Employer agrees to pay 100 percent of cost for physical examinations to maintain CDL license status for Part-Time and On-Call employees. Exams will be conducted at a clinic of the employers' choice.

### **ARTICLE 30—ACCIDENT REPORTS**

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

### **ARTICLE 31—BULLETIN BOARD**

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

### **ARTICLE 32—SAVINGS CLAUSE**

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

### **ARTICLE 33—MATTERS COVERED AND COMPLETED AGREEMENT**

- 33.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit of this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.

### **ARTICLE 34—MUTUAL OBLIGATION**

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

### **ARTICLE 35- DURATION**

- 35.1 This Agreement shall be effective June 1, 2009, except for those provisions of the Agreement which have been assigned other effective dates as herein above set forth and shall remain in full force and effect to and including the 31 day of May 2012, unless at least 60 days prior to June 1, 2012 either party files written notice with the other of its desire to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of October, 2009.

AMALGAMATED TRANSIT UNION  
LOCAL 758, AFL-CIO

PARATRANSIT SERVICES  
4810 Auto Center Way  
Bremerton, Washington

By \_\_\_\_\_  
Isaac O. Tate, President/Business Agent

By \_\_\_\_\_  
David Baker, President/CEO