

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**HOOD RIVER COUNTY TRANSPORTATION DISTRICT, dba COLUMBIA  
AREA TRANSIT (CAT)**

**And**

**AMALGAMATED TRANSIT UNION, DIVISION 757**

**Effective August 1, 2018 through June 30, 2022.**

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**COLUMBIA AREA TRANSIT  
COLLECTIVE BARGAINING AGREEMENT  
WITH  
AMALGAMATED TRANSIT UNION, DIVISION 757**

**PREAMBLE**

This Agreement, between Hood River County Transportation District, dba Columbia Area Transit (hereinafter “Employer” or “District”) and the Amalgamated Transit Union, Local 757 (hereinafter “Union”), has as its purpose the promotion of harmonious relations between the District and the Union, the establishment of equitable and peaceful procedure for the resolution of differences, and the establishment of pay, hours of work and other conditions of employment.

**ARTICLE 1 – RECOGNITION AND BARGAINING AGENT**

- 1.1 The Employer recognizes and accepts the Union as the exclusive bargaining representative of the employees in the following unit: All regular full-time, part-time, and standby/substitute drivers employed by the Employer at or out of its Hood River, Oregon location; but excluding all dispatchers, office clerical employees, temporary or seasonal employees, confidential employees, managers, guards, supervisors, and all other employees.

**ARTICLE 2– MANAGEMENT RIGHTS**

- 2.1 The Employer retains all rights to manage and direct the operations, except to the extent such rights are specifically limited or modified by the terms of this Agreement. Management rights include, but are not limited to:
- a. The Employer’s sole and exclusive right to manage the business and direct its work force;
  - b. To establish jobs, eliminate jobs and increase or decrease the number of jobs;
  - c. To determine the number and starting and ending times of shifts;
  - d. To assign employees to various jobs, work shifts, and routes (in accordance with Article 9 of the contract);
  - e. To determine the number of persons to be actively employed;

- f. To set the standards of productivity and the services to be rendered to maintain the efficiency of operations; to determine the introduction of new or improved methods, processes, or services of any kind;
- g. To expand, reduce, alter, combine, assign, or cease any job, department, operation, or service; to hire employees and determine their qualifications; to schedule (including hiring part-time, temporary or seasonal employees); assign work, transfer, and lay off employees; and contract out/subcontract (in accordance with Article 6 of the contract).
- h. To evaluate and reward employees;
- i. To discipline, suspend, demote and discharge introductory employees at will, and regular employees for just cause.
- j. To extend, maintain, relocate, curtail, or terminate the operation(s);
- k. To determine the quality of work and services required and maintain performance standards and records; and
- l. To issue, amend and revise reasonable policies, rules, regulations, and practices, including rules of conduct, standards of performance, recording of time, leaves of absence, alcohol and drugs (including testing to comply with federal and/or state law), policies and rules governing attendance, and safety and security (cameras, access, parking); to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Employer and to direct the Employer's employees; to determine the existence or nonexistence of facts which are the basis of management decisions.

2.2 Use of Non-Bargaining Unit Labor. Nothing in this Agreement will prohibit any persons excluded from the bargaining unit under Article 1 from doing bargaining unit work, provided that it does not cause the layoff of any bargaining unit employee, nor will such persons become subject to the terms and conditions of this Agreement by doing so.

2.3 Employer Access to Property and Premises.

2.3.1 Desks, file cabinets, computers, computer files, email, lockers, and any other property supplied or provided by the Employer which employees use at the workplace are subject to Employer access, with or without prior notice.

2.3.2 The Employer will not use this provision for the purpose of harassment of any employee.

- 2.4 Temporary Assignments. Employer may temporarily assign employees to perform duties not connected with their regular job or classification and/or working schedule for any bona fide business reason or purpose.

### **ARTICLE 3 – UNION RIGHTS**

- 3.1 Union Membership or Support. All employees coming under the terms of this Agreement who are presently employed or who may be employed hereafter shall have the voluntary choice of whether to join the Union or to provide financial support. Employer and Union agree that this shall be an individual decision free of interference or coercion.
- 3.2 Collection of Dues. Upon written authorization of an employee, the Employer will deduct from the wages of the employee regular monthly dues of the Union. The authorization for the payroll deductions set forth herein will be on forms supplied by the Union that comply with applicable provisions of state and federal law. The Employer will notify the Financial Secretary/Treasurer of the Union, with copies to the designated local union officer, in writing of all new hires and terminations of bargaining unit employees monthly.
- 3.3 Hold Harmless. The Union will indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article or in reliance on any list, notice or authorization provided by the Union hereunder.
- 3.4 Recognition of Union Officers. The Employer will recognize Union Officers and their authority as designated by the Union. Within ten (10) calendar days of the signing of this Agreement, the Union will notify the Employer in writing of its authorized Union Officers and of the Union business representative authorized to have contact with the bargaining unit or Employer representatives. Union officers are authorized to represent bargaining unit members at investigatory or disciplinary meetings, and to process and settle grievances. The Employer shall not be held responsible for recognizing any Union Officer or Union representative so designated until the Employer has received written notice that the individual no longer serves in that capacity. The Employer also shall not be held responsible for refusing to recognize any Union Officer or Union Representative not on the Union's list.

The Employer shall grant a Union Officer unpaid time off when requested for the sole purpose of conducting Union business as it pertains to this specific agreement, including reasonable time off to attend training and conferences. Requests for time off must be submitted in advance. The approval for this time off request shall be granted, providing it does not interfere with the efficient operation

of the Employer. Approval of time off requests will not be unreasonably withheld.

3.5 Non-Discrimination. There shall be no discrimination against any employee because of his or her membership or non-membership in the Union or for his or her activity (or refusal to engage in activity) in or on behalf of the Union.

3.6 Access to Workplace. An authorized representative of the Union upon presentation of proper identification to the Executive Director (or designee) shall have reasonable access during regular working hours to the place of business covered by this Agreement for purposes of conducting official Union business including investigating or processing grievances. The Union shall notify the Executive Director in writing of the name of any such authorized representative of the Union. Access under this Section 3.6 shall not in any way interfere with the work of any employee or the Employer's operation(s).

An authorized representative of the Union shall in each instance obtain permission from the Executive Director or designee prior to entering the property and prior to contacting any employee. Access shall not be unreasonably denied. Nothing in this Section 3.6 shall be interpreted as allowing authorized Union representatives to communicate with employees during their work hours (excluding meal and break periods, and time before and after the employees' shifts).

3.7 Union Bulletin Board. The Employer will provide the Union with a bulletin board. The Union agrees that the bulletin board will be used only for official business and will not be used to post personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory, derogatory or controversial materials regarding the Employer will be posted on the bulletin board. The Union indemnifies and will hold the Employer harmless against all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin board.

3.8 Union Activities. Absent mutual agreement, employees may not engage in Union business or activity (including but not limited to investigation of grievances, grievance meetings and arbitration hearings) during scheduled working hours (which shall not include breaks and meal periods). The Employer shall not be required to compensate any employee for time spent on Union business, and such time shall not be counted as time worked for any purpose.

3.9 Union Participation in Orientation Process. The Employer shall give the Union the right to participate in the Employer's employee orientation process for new employees. Union representatives shall be allowed to either participate jointly or subsequent to the Employer's representative(s) in giving new employees information about the Union, the collective bargaining agreement, and the benefit

programs under the agreement. In advance of each orientation meeting, the Employer shall provide the Union with a list of all new employees who will be involved in the orientation, including each employee's name, job title, and full-time or part-time status. The Employer will not make any negative references to the Union during the Employer's interviewing, hiring and orientation processes. The Employer shall not advise applicants or employees as to the need for or desirability of Union membership.

#### **ARTICLE 4 – LEAVES OF ABSENCE**

- 4.1 Unpaid Leave. Employees may, upon request, be granted an unpaid personal leave of absence which, when combined with any available forms of paid leave, shall not exceed forty (40) hours in any twelve (12) month period. The granting or denial of unpaid personal leave is within the Employer's sole discretion. Employees shall continue to receive Employer contributions towards insurance benefits, while using unpaid leave.
- 4.2 Family and Medical Leave. Family and medical leave will be granted to an eligible employee for a qualifying reason under the federal Family and Medical Leave Act and/or any applicable Oregon family and medical leave law. The Union recognizes the Employer's right to establish and change policies and rules which are consistent with that/those law(s), and any additional benefit required under this Agreement.
- 4.3 Disability Leave.
- 4.3.1 Eligibility. All employees may be eligible for a disability leave for recovery from bona fide disabling illnesses or injuries. This includes on- and off-the-job illnesses, injuries and conditions, including the period of time a woman is disabled because of pregnancy, childbirth, or related medical conditions or occurrences. All disability leaves are conditioned upon furnishing satisfactory medical proof within ten (10) calendar days of the initial absence and every thirty (30) calendar days thereafter.
- 4.3.2 Duration. Except as otherwise allowed by law, disability leaves are limited to a maximum period of twelve (12) weeks in any twelve (12) month period, including any time covered by the Family and Medical Leave Act and any applicable Oregon family and medical leave law. All disability leaves are granted for an estimated period of time, and an employee who was able or released to return to work and does not do so will be subject to Section 9.2.6.
- 4.3.3 Notice to Employer. Disability leaves must be requested in writing and must be approved by the Employer in writing. Except in circumstances

in which it is not reasonably possible, employees seeking such leave shall give ten (10) calendar days' advance notice.

4.3.4 Reinstatement. An employee returning from disability leave normally will be reinstated to the former or an equivalent position within one (1) week.

4.4 Military Leave. Leave shall be granted for military service or training as required by any applicable federal or state law as well as in circumstances when an employee is entitled to a leave as a result of the deployment, military service, a service-related injury, or in other circumstances allowed by applicable federal or state law.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

5.1 A grievance is a complaint, dispute, or controversy involving the interpretation, application or alleged violation of a specific provision of this Agreement.

5.2 The right to process and settle grievances is wholly dependent upon and subject solely to the provisions of this Article. This Article shall be the exclusive procedure and remedy for grievances. The wage structures are not to be subject to the provisions of this Article for determination or alteration.

5.3 A grievance shall be presented and processed in the following manner:

Step 1. Any grievance shall first be brought to the attention of the Operations Manager or designee. A shop steward or other Union representative may be present when the grievance is presented. A grievance must be presented at Step 1 within ten (10) calendar days of the alleged violation or the date that the employee or Union representative knew or should have known of the occurrence giving rise to the grievance or shall be deemed untimely for all purposes. The grievance must be presented in writing and dated, and identify the problem leading to the grievance.

The Operations Manager will then issue a response within ten (10) calendar days immediately following the date the employee discussed the grievance with his/her immediate supervisor.

Step 2. If the grievance is not resolved at Step 1, the affected employee(s) shall present the grievance in writing to the Executive Director within ten (10) calendar days immediately following the date the Operations Manager's response was received or communicated to the affected employee. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:



- a) A statement of the grievance and the factual allegations upon which it is based;
- b) The Section(s) of this contract alleged to have been violated;
- c) The remedy sought; and
- d) The name and signature of the employee(s) involved in the grievance, except in the case of a group grievance. In such case, an officer of the local union will sign.

Within ten (10) calendar days of receipt of the Step 2 grievance, the Executive Director will meet with the grievant and, if the grievant requests, a representative of the Union. The parties may mutually extend the time period to hold the Step 2 meeting.

The Executive Director shall give a written response within ten (10) calendar days immediately following the Step 2 meeting.

Step 3. (Arbitration) The decision of the Executive Director will be final and binding unless the grievance is appealed to arbitration within ten (10) calendar days of the Step 3 response. Such appeal shall be directed to the Executive Director.

An impartial arbitrator shall be selected by mutual agreement of the parties or, failing such agreement, the moving party shall contact the Employment Relations Board (ERB) to request a panel of seven (7) arbitrators. Within seven (7) calendar days after receiving the ERB list, the moving party shall contact the other party and strike the first name, and thereafter the parties shall alternate in striking a name from the panel until one (1) name remains who shall be the arbitrator.

The decision of the arbitrator will be final and binding on the Employer, the Union, the Union's membership and the aggrieved employee or employees. A grievance shall be considered withdrawn with prejudice, if not submitted to arbitration within six (6) months from the date of the initial request for arbitration. The parties may extend that date only by mutual written agreement.

5.4 The jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation of the specific provision(s) of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party a limitation or obligation not explicitly provided for in this Agreement.

5.5 Any grievance not timely presented at Step 1 or not timely appealed to Step 2 or Step 3 shall be invalid, waived and lost forever, and the Employer shall not be required to consider or process any such grievance.

- 5.6 Unless otherwise mutually agreed to by the Employer and the Union, each grievance appealed to arbitration shall be the subject of a separate and distinct arbitration hearing and decision and no arbitrator shall be selected by the parties to hear or decide more than one grievance in any one arbitration proceeding.
- 5.7 The expenses of the arbitrator and hearing room will be equally shared between the Employer and Union; otherwise, each party shall bear its own expenses in preparing and presenting its case. If the parties agree to use a court reporter, the expenses will be borne equally between the parties. If only one party insists upon a court reporter, the party requesting the court reporter will bear the expenses alone, but the other party will not be entitled to a copy of the transcript.
- 5.8 The arbitrator will render a decision on the grievance which has been submitted to him or her within thirty (30) days from the later of the date of the hearing or submission of briefs, unless additional time is requested and mutually agreed to by the Employer and the Union.
- 5.9 The Employer and the Union may agree to submit a grievance to an Expedited Arbitration process subject to the following conditions:
- A. Both parties must mutually agree to Expedited Arbitration to resolve a specific grievance;
  - B. The hearing will be informal;
  - C. No briefs will be filed;
  - D. Formal rules of evidence will not be strictly followed;
  - E. The arbitrator may issue a bench decision after the hearing, but in any event, will render a decision within 48 hours after the conclusion of the hearing;
  - F. The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion;
  - G. The arbitrator's decision will be final and binding upon the parties;
  - H. No decision by an arbitrator in this expedited process shall be deemed to establish any practice or any precedent for future proceedings;
  - I. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing; and
  - J. The fees of the arbitrator will be borne equally by both parties.

## **ARTICLE 6 – SUBCONTRACTING**

- 6.1 The Union recognizes that the Employer shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine; however, driving services will not be subcontracted that will result in the layoff or displacement of bargaining unit employees. In addition, the Employer will attempt to first determine whether it is feasible for bargaining unit employees to perform the work.
- 6.2 The parties will hold quarterly labor-management meetings as noted in Section 22.1 to discuss contracting out and service expansion plans.
- 6.3 Before the Employer may subcontract new driving services, the parties further agree that the following shall occur:
  - A. The Union shall be notified in writing at least thirty (30) days in advance of the proposed implementation of such subcontracting. Such notification shall include a written statement of the projected financial impact and other considerations that the Employer has deemed are pertinent to its deliberations to contract or subcontract work. The Employer will share all information regarding possible projects including but not limited to estimated timeframes, number of employees, wages of all employees, and funding (to the extent such information is known by the Employer).
  - B. Upon receipt of such notice, the Union shall have seven (7) days in which to notify the Employer of its desire to meet and discuss the subcontracting. The Union may propose changes in existing contract language in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting or subcontracting.
  - C. If the Union's proposal would result in providing quality, timeliness of work and savings equal to or greater than that identified in the management plan, the parties will agree in writing to implement the Union proposal. However, the Employer retains discretion to reasonably determine whether the Union's proposal would result in providing quality, timeliness of work and savings equal to or greater than that identified in the management plan.
  - D. The Employer shall not finalize a decision to contract or subcontract such work until after it has afforded the Union the opportunity to meet as provided above. The Employer shall give full consideration to all timely Union proposals before a decision is finalized. The Employer's ultimate intent with regard to subcontracting is to expand services and eventually bring the work in-house where practical.

## **ARTICLE 7 – NO STRIKES OR LOCKOUTS**

- 7.1 Neither the Union nor any member of the bargaining unit will directly or indirectly cause, encourage, sanction, or participate in any strike of any kind, including but not limited to work stoppage, slowdown, picketing, honoring of picket lines, boycotts, concerted mass sickness, sympathy strikes, or any acts or denial of services that interfere with, threaten to interfere with or have the potential of interfering with the Employer's business or operations. In addition, there will be no lockouts by the District.
- 7.2 The Union, its officers, agents, members and employees agree that if any acts, conduct or withholding of services prohibited by this Article occur or are threatened, they shall take all reasonable and necessary steps to prevent and stop any and all such interferences by persons subject to this Agreement.

## **ARTICLE 8– EQUAL EMPLOYMENT OPPORTUNITY/PROHIBITION AGAINST HARASSMENT**

- 8.1 The Union and Employer each share a desire to ensure equal opportunity to all qualified persons in all aspects of employment. The employment policies of the District are directed toward securing and maintaining a work force of skilled and competent men and women, without regard to race, religion, color, national origin, sex, age, marital status, mental or physical disability where these do not interfere with successful performance, or other protected classes under applicable state and federal law. The Union, employees, and the Employer mutually agree not to discriminate against any employee in violation of applicable state or federal law. Grievance action taken under this Section will not include binding arbitration unless mutually agreed to by the parties.
- 8.2 Both the Employer and Union agree that all employees are entitled to a working environment free from all forms of unlawful harassment, including harassment based on the criteria listed in Section 8.1.
- 8.3 The Employer may adopt formal policies and procedures to implement the provisions of Sections 8.1 and 8.2, as provided in Article 2.
- 8.4 All references to employees in this Agreement designate both genders. Regardless of whether the male, female, or non-binary gender is used, it shall be construed to include male, female, and non-binary employees.

## **ARTICLE 9– SENIORITY**

- 9.1 Seniority Date. Except as otherwise specified in 9.3, upon successful completion of the introductory period established in Article 13, the employee's most recent date of hire shall become the seniority date. Seniority will be established by

process of a drawn lot if two (2) or more employees were employed on the same date.

9.2 Loss of Seniority. Except as otherwise required by law, seniority and employment will be lost by any of the following:

9.2.1 Any resignation from employment, including position abandonment under Section 11.2;

9.2.2 Any termination of a regular employee for cause, unless reinstated pursuant to the grievance procedure;

9.2.3 Absence from work for more than a cumulative total of twelve (12) months, regardless of the reason or cause, including illness or injury, unless such leave is legally protected or in the case of an on-the-job injury. Employees whose seniority and employment are lost under this Section 9.2.3 shall be eligible to reapply for employment.

9.2.4 Failure to return to work on the date specified in any recall from layoff.

9.2.5 Layoff of six (6) months or more.

9.2.6 Failure to return to work immediately after expiration of approved leave of absence without prior written approval of Employer.

9.3 Seniority Date Adjustments. Rehires who return to work more than 180 calendar days following the last day of their previous employment period will be assigned a new seniority date, as specified in Section 9.1. Rehires who return to work within 180 calendar days following the last day of their previous employment period will be assigned the same seniority date as their previous period of employment. Employees will not accrue seniority during a layoff.

An employee who has transferred out of the bargaining unit for a period of six (6) months or less and remains in the continuous employ of the District, may transfer back into the bargaining unit classification he/she held prior to transferring out of the bargaining unit. If the transfer of such a person back into the bargaining unit requires the layoff of a bargaining unit employee, the returning employee shall wait until the next eligible opening, which he/she shall immediately be placed into.

9.4 Layoffs.

9.4.1 Layoffs. The Employer, in its sole discretion and determination, shall decide when to lay off employees. Layoffs shall be for bona fide business reasons.

- 9.4.2 Notice to Affected Employees. Except in emergency circumstances, the Employer will provide fourteen (14) calendar days' notice in advance of any layoff, or pay any portion of the notice period that the Employer does not allow Employee to work. Any pay under Section 9.4.2 will be based upon the number of hours Employee would otherwise have been scheduled to work.
- 9.4.3 Procedure. Prior to any involuntary layoff, Employer may seek volunteers by job title(s). If involuntary layoffs still are necessary, layoffs will be done by District seniority within the job title (with the least senior employee within the job title being laid off first).
- 9.5 Recall. Recall rights are extended to laid-off employees who were regular employees at the time of the layoff.

If it becomes necessary to increase the number of employees in a job title, laid-off employees will first be recalled by seniority to the former job title. If still necessary to fill the position(s), the job shall then be offered to the next most senior employee in the job title (if qualified). This process shall continue until the position(s) are filled or the list is exhausted.

Employer will send any recall from lay-off notice by phone or email to the contact information provided by the laid-off employee in writing to the Employer. It is the laid-off employee's responsibility to notify the Employer in writing of any changes to their contact information.

Laid-off employees will have up to three (3) calendar days after the date the Employer sent the recall notice to respond to that notice. A laid-off employee who fails to respond by 5:00 p.m. on the third (3rd) calendar day after the date the Employer sent the recall notice shall be considered to have refused recall and shall lose recall and employment rights. The employee shall then be subject to Section 9.2.4. A laid-off employee's recall rights shall also be lost if on the date of the Employer's recall notice the laid-off employee is working for the Employer as the result of a successful bid for any externally advertised position posted.

Laid off employees who accept the recall offer are not eligible to bid for a period of one year (unless waived by the Executive Director or designee or if their former position at their former location is posted and they are otherwise eligible to bid).

Laid-off employees recalled within twelve (12) months after being laid off will retain their hire date and seniority date (in accordance with Section 9.1).

Laid-off employees recalled more than twelve (12) months after being laid off will receive a new hire date and a new seniority date (in accordance with Section 9.1).

## **ARTICLE 10– DISCHARGE AND DISCIPLINE**

- 10.1 The Employer shall not discipline or discharge a regular employee without just cause, but this shall not prevent the Employer from removing an employee from work while it conducts an investigation. Discipline includes a written warning, unpaid suspension, and termination. The employee shall be notified in writing of any discipline. Designated Union officers shall have the right to discuss any disciplinary action imposed or threatened with management, with or without the presence of the affected employee, as long as the Union provides advance notice to the employee.
- 10.2 In addition to other provisions of this Agreement authorizing termination for a first offense, examples of conduct or behavior providing just cause to discharge a regular employee without prior warning include, but are not limited to:
- (a) Dishonesty connected with timekeeping, absenteeism, reports, and investigations;
  - (b) Stealing/theft;
  - (c) Any violation of Employer’s alcohol and drug policy, including but not limited to consumption, possession or being under the influence of alcohol or illegal drugs during working hours or on Employer property;
  - (d) Loss or suspension of commercial driver’s license (CDL);
  - (e) Possession of a firearm, weapon or ammunition on Employer property;
  - (f) Unauthorized use of or removal of customer or Employer equipment or property;
  - (g) Gross insubordination;
  - (h) Serious incident of unlawful discrimination or harassment;
  - (i) Serious safety violation;
  - (j) Threatening, intimidating, coercing or hateful language or behavior targeting an individual because of their protected characteristics in any job-related circumstance;
  - (k) Immoral, indecent or criminal conduct, including but not limited to such conduct that occurs off the job or during non-working hours as long as it relates to the employee’s job, leads to coworkers’ refusal or reluctance to work with the employee, would reasonably be expected to negatively

impact the Employer's business or reputation, or makes the employee unsuitable for continued employment in light of the conduct; and;

- (l) Physical attacks or violence, fighting, threats of physical violence, and stalking;
  - (m) Failure to immediately report an accident;
  - (n) Willful or grossly negligent damage to Employer property or the property of others; and
  - (o) Failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received the Human Resources Director's (or designee's) written approval for an adjusted return date or unless the failure is due to emergency circumstances beyond the control of the employee, in which case the employee shall obtain the required approval as soon as possible.
- 10.3 The Employer will respond to other behavior or conduct problems, including work performance issues, as it determines appropriate considering the seriousness of the problem, and the employee's past disciplinary and performance records and length of service with Employer.
- 10.4 Nothing in this Article 10 or any other provision of this Agreement shall be interpreted to require the Employer to engage in any negotiation process as a condition to imposing disciplinary action, and any disputes concerning the Employer's right to take disciplinary action against regular employees under this Agreement shall be subject to Article 5.

#### **ARTICLE 11 – SEPARATING FROM EMPLOYMENT**

- 11.1 All employees shall give at least fourteen (14) days' written notice of resignation or retirement. An employee who fails to comply with this provision will receive his/her final paycheck on the next regular pay date. The employee shall leave a forwarding address in writing. Employer shall have the right to terminate an employee early and provide pay for the remainder of his/her scheduled hours during the 14-day notice period.
- 11.2 An employee who is absent from work without advance notice to the Operations Manager or, if the Operations Manager is not available, the Executive Director, will be considered to have voluntarily abandoned his/her employment unless the failure to notify was clearly beyond the employee's control.



## ARTICLE 12 – HEALTH AND SAFETY

- 12.1 The health and welfare of employees is a primary concern of both the Employer and the Union. Both parties recognize the importance of achieving and maintaining a high level of safety in all operations of the District. Both parties also recognize the importance of avoiding/reducing on-the-job injuries and controlling property damage and production losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures. Accordingly, once safety and health concerns are brought forward to the appropriate personnel, the parties will attempt to take appropriate actions to address the concerns.
- 12.2 Technology Rights. The Employer shall meet with the Union before the implementation of new technology affecting bargaining unit employees in order to explain and clarify the use and effects of said technology. The Employer will not utilize the collection of technology data for disciplinary purposes except because of an investigation into a documented allegation of misconduct or violation by another employee or member of the public, supervisory observation, or an investigation of an accident.
- 12.3 On-the-Job Accidents/Injuries. An employee who suffers any on-the-job accident or injury, no matter how minor, or who is involved in a “near-miss” situation, must immediately notify the Operations Manager or designee so Employer can ensure the employee is properly treated, investigate the accident, and/or take any necessary corrective action.
- 12.4 Examinations and Releases. Except as otherwise required or allowed by law, the Employer may request a medical or professional examination by a health care provider of its choosing (at its expense) in circumstances where the nature of the employee’s job, condition and/or conduct or behavior raise potential fitness-for-duty, safety, or other bona fide business-related issues or concerns.
- 12.5 Alcohol and Drug Policy. The Employer shall have the right to maintain an Alcohol and Drug Policy, including alcohol and drug testing.
- 12.6 Security and Safety. At the Employer’s option, cameras and GPS devices may be used on the Employer’s property and on buses for security, safety, and protection of property and persons. In the event any data or recording is used as evidence for purposes of disciplinary investigation or action, the Union shall be provided a copy of such data upon request prior to imposition of the discipline.
- 12.7 Firearms, Weapons, and Ammunition. Employees are prohibited from bringing firearms, weapons and/or ammunition onto Employer property.

- 12.8 Employer Property. For purposes of this Agreement, “Employer property” shall include property owned by or leased to the Employer or any other property controlled or used by Employer for purposes of rendering services for its customers or members of the public.

### **ARTICLE 13 – CATEGORIES OF EMPLOYEES**

- 13.1 Probationary Employees. All employees are subject to an introductory period which shall be 120 calendar days for full-time employees and 180 calendar days for part-time employees. Introductory period employees may be terminated without cause or notice and shall not have access to the grievance and arbitration procedures in Article 5. The Employer can extend the introductory period where the employee is on a leave of absence or for other reasons if there is mutual agreement between the District and Union. An employee who has completed the trial service period will be classified as a “regular employee.”
- 13.2 Full-Time Employees. Full-time employees are those who are regularly scheduled to work an average of 32 hours or more per week.
- 13.3 Part-Time Employees. Part-time employees are those who are regularly scheduled to work an average of between 12 and 32 hours per week.
- 13.4 Standby/Substitute Employees. Standby/substitute employees are those who average working less than 12 hours per week over a three-month period. The Employer will not employ more than two standby/substitute drivers at any given time. Standby/substitute employees are not eligible for any benefits other than those required by law (such as earning 1 hour of sick leave for every 30 hours worked pursuant to the Oregon Sick Time law). If a standby/substitute employee averages working 12 or more hours per week over a three-month period, they will then become eligible for the additional benefits received by part-time employees unless/until they average working less than 12 hours per week over a three-month period.

### **ARTICLE 14 – HOURS OR WORK/OVERTIME**

- 14.1 The normal workweek shall be from 12:01 a.m. Sunday morning to 12:00 midnight Saturday.
- 14.2 The Employer shall have the right to establish, change or eliminate hours of work, workweek, and/or shifts after reasonable notice to affected employees. Split shifts, relief work or charters shall be permitted.
- 14.3 The Employer also shall have the right to post work schedules for employees to bid on by seniority at least every three months. Such bidding shall be timely to

allow the bid periods to be effective on the first Sunday of March, June, September, and December.

- 14.4 Employees who work in excess of forty (40) hours in a workweek, as defined in Section 14.1, shall be paid one and one-half (1½) times their base hourly rate for all hours worked in excess of 40 hours in the workweek. Non-working time, such as holidays and vacation, are not considered hours worked for any purpose under this Agreement. Overtime must be authorized by the Operations Manager or designee. Overtime work shall be offered on a seniority basis.
- 14.5 No Pyramiding. There shall be no pyramiding of overtime.
- 14.6 Meal and Rest Periods. Employees shall have one (1) unpaid thirty (30) minute meal period if they work a shift of six (6) hours or longer. If the work period is seven (7) hours or less, the meal period will be scheduled between the second and fifth hours. If the work period is more than seven (7) hours, the meal period will be scheduled between the third and sixth hours. Any additional meal periods during overtime hours are as required by state law. Each employee shall be permitted to take one (1) ten (10) minute paid rest break during each four (4) hours of work.

#### **ARTICLE 15 – UNIFORMS**

- 15.1 The District will provide uniforms for all employees who are required to wear a uniform. Employees leaving employment with the District are responsible for returning all uniform items issued.

#### **ARTICLE 16 – WAGES**

- 16.1 Wage Rates. Effective upon the first full pay period following ratification of the contract (and retroactive to July 1, 2018 for those employees on the payroll as of the date of ratification), employee hourly wages shall be as follows:

Trainee-Start: \$14.41

After 6 months: \$15.41

After 1 year: \$15.93

After 2 years: \$16.47

After 3 years: \$17.02

After 4 years: \$17.59

After 5 years: \$18.18

After 7 years: \$19.20

After 10 years: \$20.20

Effective July 1, 2019, the wage scale will be increased by 3 percent.

Effective July 1, 2020, the wage scale will be increased by 2.75 percent.

Effective July 1, 2021, the wage scale will be increased by 3 percent.

- 16.2 Retention Bonus. All drivers employed by the District as of the date of ratification of the contract and who remain employed through July 1, 2019, shall receive a \$400 retention bonus to be paid on their next paycheck following July 1, 2019.

### **ARTICLE 17 – HEALTH AND WELFARE**

- 17.1 Health Insurance Benefits. Full-time employees shall be eligible to enroll in the Employer’s medical and dental plan on the first day of the month following their month of hire. The Employer shall pay 100% of the employee-only medical and dental monthly premium. Coverage for additional family members is at the employee’s expense. The Employer shall have the right to designate the insurance carriers and plans, and the plans offered will be the same as made available to the Employer’s unrepresented employees. Should the carriers, plans, or plan terms change during the life of the agreement, the Employer shall notify the employees of such changes.
- 17.2 Opt Out. Full-time employees who opt out of the Employer’s provided health plan shall receive “in lieu of” payments equivalent to 70 percent of the actual cost of the employee-only medical and dental monthly premium.

### **ARTICLE 18 – VACATION**

- 18.1 Vacation Eligibility. The District provides vacation benefits to its full-time and part-time employees. A full-time employee must have been on pay status during the entire payroll period to qualify for full vacation accrual for that payroll period. A full-time employee who works less than an average of 35 hours per week during the pay period shall receive pro-rated vacation accrual. All part-time employees will receive pro-rated vacation accrual. (Standby/substitute employees are ineligible for vacation benefits.) All employees must have been on pay status for at least 30 hours in a payroll period to qualify for pro-rated vacation accrual for that payroll period. Vacation hours will accrue monthly as set for below:

Years of Continuous Service	Monthly Accrual
0 through 1	6.7 hours
2 through 5	8 hours
6 through 10	10 hours
11 through 15	13.4 hours
16 plus	15 hours

- 18.2 Maximum Accrual and Payout Upon Termination. In the event an employee is discharged, resigns, or is laid off after at least six months of continuous service, the employee will be paid out for his/her accrued and unused vacation hours. Employees may accrue up to 176 hours of vacation accrual. Leave accumulation will automatically stop when the maximum accrual is reached. If termination occurs prior to completion of six months of service following the introductory period, no compensation will be made.
- 18.3 Use of Vacation. Employees may use paid vacation time on an hourly, daily, or weekly basis. An employee may not elect to be paid for accrued vacation in lieu of vacation time off.
- 18.4 Scheduling of Vacation. Vacations must be scheduled and approved by the Executive Director or designee in advance. Vacations for the year will be scheduled as close to the beginning of the calendar year as possible and will be based upon seniority. Thereafter, vacations will be approved on a first-to-apply basis.

## **ARTICLE 19 - HOLIDAYS**

- 19.1 Eligibility. All full and part-time employees who regularly work 30 hours or more per pay period shall be entitled to the holidays listed below with pay. Full-time employees shall receive regular pay if they work an average of 30 hours per week. Part-time employees shall receive pro-rated compensation if the employee was on pay status for at least 30 hours within the payroll period to qualify for pro-rated holiday pay if a holiday falls within the pay period. (Standby/substitute employees are ineligible for holiday pay.)

New Year's Day

Labor Day

Martin Luther King Day  
President's Day  
Memorial Day  
Fourth of July

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

- 19.2 Work Performed on a Holiday. If an employee works on any holiday observed by the Employer, the employee shall either be paid or given compensatory time for all hours worked at the rate of one and one-half times the regular rate of pay.
- 19.3 Effect of Leave of Absence. Employees who are off work on a leave of absence shall not receive holiday pay. Employees who are off work due to sickness or vacation shall be paid for the holiday.

## **ARTICLE 20 – SICK LEAVE**

- 20.1 Sick Leave Accumulation. Full-time employees will begin accruing sick leave beginning on their date of hire at a rate of eight (8) hours per month (96 hours per year) up to a maximum accrual of 360 hours. Less than full-time employees earn sick leave beginning the date of hire at the rate of one (1) hour for every thirty (30) hours worked up to a maximum accrual of forty (40) hours of earned sick leave per year, and a maximum overall accrual of eighty (80) hours. Compensation for accrued sick leave will not be made for any employee when separating from the Employer voluntarily or involuntarily.
- 20.2 Utilization. Employees are eligible to use sick leave as it accrues after ninety (90) calendar days of employment. An employee may utilize accumulated sick leave when he/she is unable to perform his/her work duties by reason of illness or injury or for any other reason in which the Employer is required to allow the employee to utilize sick leave under state or federal law (including Oregon Sick Time). The employee shall notify his/her supervisor or designee of absence as soon as possible, but in no instance less than two (2) hours before the employee's regularly scheduled shift. Unless the employee is physically prohibited from doing so, the employee must communicate the need to use sick leave directly with his/her supervisor or designee. Notice by voice mail or text shall be acceptable if the supervisor or designee is unavailable. The employee must leave a voice mail or text notifying the supervisor or designee of a phone number at which the employee can be reached.
- 20.3 Verification of Illness. A physician's statement of illness or other acceptable proof of illness may be required for any illness that is for more than three (3) working days in duration. The Employer shall pay any associated costs for providing medical verification or certification, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled. The Employer

may not require that the verification or certification explain the nature of the illness or details related to domestic violence, sexual assault, harassment, or stalking that necessitates the use of sick time.

## **ARTICLE 21 – RETIREMENT**

- 21.1 457 Deferred Comp Plan. Employees who have completed full-time status for twelve months are eligible to participate in the Employer’s 457 Deferred Comp retirement investment plan. The Employer will match employee contributions up to 3% of gross wages.

## **ARTICLE 22 – GENERAL PROVISIONS**

- 22.1 Labor Management Committee. The Employer and the Union shall establish a Labor Management Committee consisting of such members of management as Employer may designate and such members of the bargaining unit as Union may designate. Each party may designate up to two (2) members. Meetings shall be held every three months or as often as Employer and Union mutually agree. The Committee’s function shall be to discuss labor-management issues of general concern and to provide a forum for regular communication between labor and management. Except by mutual agreement, the Committee’s role is advisory, rather than decision-making, in nature. Except by mutual agreement, the Committee shall not be involved with, or have the authority or responsibility for, the processing or settlement of grievances or individual disputes. The Company and the Union reserve the right to discontinue the Committee if the meetings are used for purpose(s) other than those identified in this Section 22.1.

## **ARTICLE 23 – SAVINGS CLAUSE**

- 23.1 Should any section, clause, or provision of this Agreement be declared illegal or unenforceable by a court, agency, or tribunal of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 24 – DURATION**

24.1 This Agreement shall be effective upon ratification, except for any provisions of the Agreement which have been assigned other effective dates as identified above, and shall remain in full force and effect to and including the 30th day of June, 2022. The Agreement shall also continue thereafter from year to year unless at least sixty (60) days prior to the first day of July 2022, or to the first day of July of any subsequent year, either party shall file written notice with the other of its desire to enter into negotiations.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

COLUMBIA AREA TRANSIT

AMALGAMATED TRANSIT UNION,  
DIVISION 757

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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