

COLLECTIVE BARGAINING
AGREEMENT BETWEEN

SUNSET EMPIRE
TRANSPORTATION DISTRICT

&

AMALGAMATED TRANSIT UNION
LOCAL 757

April 28, 2019 through June 30, 2022

Table of Contents

ARTICLE 1 – PURPOSE..... 1

ARTICLE 2 - UNION SECURITY 1

ARTICLE 3 - UNION REPRESENTATION..... 2

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY 3

ARTICLE 5 – SENIORITY 3

ARTICLE 6– EMPLOYEE CATEGORIES..... 5

ARTICLE 7– HOURS OF WORK..... 5

ARTICLE 8– WAGES 7

ARTICLE 9– MANAGEMENT RIGHTS..... 9

ARTICLE 10 – HOLIDAYS 11

ARTICLE 11– VACATION..... 12

ARTICLE 12 – SICK LEAVE..... 13

ARTICLE 13 – OTHER LEAVES 14

ARTICLE 14 – INSURANCE BENEFITS..... 15

ARTICLE 15 – RETIREMENT 16

ARTICLE 16 – DISCIPLINE 16

ARTICLE 17 – GRIEVANCE PROCEDURE AND ARBITRATION 19

ARTICLE 18 – STRIKES AND LOCKOUTS..... 22

ARTICLE 19 - SAFETY STANDARDS 22

ARTICLE 20 – GENERAL PROVISIONS..... 23

ARTICLE 21 - SAVINGS CLAUSE 24

ARTICLE 22 - ENTIRE AGREEMENT..... 25

ARTICLE 23 – TERMINATION AND REVISION..... 26

PREAMBLE

This Agreement is made and entered into by and between Amalgamated Transit Union Local 757 (“ATU” or “Union”) and Sunset Empire Transportation District (“SETD” or “District”).

ARTICLE 1 – PURPOSE

This Agreement has as its primary purpose the harmonious relations between the District and the Union, the establishment of equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - UNION SECURITY

2.1 Purpose

Notwithstanding anything to the contrary therein, this Section shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of this Section becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of this Section held valid shall immediately apply.

2.2 Recognition

The District recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit includes all employees in the classifications set forth in this Agreement and all employees, regardless of title, who perform the work normally performed by those classifications.

2.3 Checkoff

The District will deduct from the wages of each employee covered by this Agreement, upon written authorization of the employee, an amount equal to the regular monthly dues, assessments and initiation fees of the Union. Such deduction will be made from the first paycheck of each month and transmitted monthly to the Financial Secretary/Treasurer of the Union in a timely manner.

The authorization for the payroll deductions set forth herein will be on forms supplied by the Union. The Union will solicit the signature of employees on payroll deduction forms, which will comply with applicable provisions of state and federal law.

2.4 Hold Harmless

The Union will indemnify and save the District 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 District 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.

2.5 Access

Authorized representatives of the Union shall be permitted to visit the District's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. Such visits shall not interfere with the conduct of the District's business or with the performance of work by employees during their working hours. Union representatives will be required to report to the designated office or Security and sign in and wear identification while on the premises of the District.

2.6 Employee Information

To permit the Union to properly and efficiently carry out its responsibilities, the District shall furnish the Union with a list of all employees in the bargaining unit, including each employee's name, department, job title, date of birth, and date of hire by the tenth day of each month. This report shall be in an Excel spreadsheet or in a formatted text format like .csv, containing header information and sent via fax and email. In lieu of fax, the District shall provide the Union with a hard copy sent via first-class mail.

ARTICLE 3 - UNION REPRESENTATION

3.1 Union Officers

- A. **Recognition of Union Officers.** The District will recognize Union Officers and their authority as designated by the Union. The District shall grant Union leave, upon request, for not more than two (2) officers at the same time to attend to Union business or training. All time off requests must be made in advance.

The District shall grant the 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 to and approved by the District. The approval for this time off request shall be granted, providing it does not interfere with the efficient operation of the District. Time off requests will not be unreasonably withheld.

- B. **Compensation of Union Officer While Engaged in Union Activity.** The District shall compensate the Union Officer for all time loss associated with attending an investigatory meeting, where the Union Officer is acting as the bargaining unit member's *Weingarten* representative. The District shall bill the Union for any other Union officer duties performed on District time, and Union shall promptly reimburse the District. For the purposes of this section, reimbursement and compensation shall include regular run pay, payroll taxes, and any benefits including vacation and sick leave.

C. **Duties of Union Officers.** Union Officers are authorized to represent bargaining unit members at meetings, process and settle grievances.

3.2 Union Bulletin Board

The District will provide space for a Union bulletin board and the Union shall provide the 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 indemnifies and will hold the District harmless against all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin board.

3.3 Union Orientation Process

Human Resources or the Chief Operating Officer shall notify the Union of the scheduled in-office new hire orientation and permit the Union Officer to meet with the new employee for no longer than thirty (30) minutes on that day.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY

4.1 No Discrimination

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 District mutually agree not to discriminate against any employee in violation of applicable state or federal law. Grievance action taken under this Section will not proceed past Step 2 of the grievance process unless mutually agreed to by the parties.

4.2 Neutral Gender Clause

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 5 – SENIORITY

5.1 Seniority

Seniority is the exclusive province of the Union. The term seniority, as used in this Agreement, shall mean:

- A. Length of continuous service with the District from their most recent date of hire.

- B. All work will be open for bid by seniority, unless specifically expressed in this agreement.

5.2 Layoff

- A. **Determination of Layoffs.** The District will determine the timing of layoffs, and the number of employees to be laid off.
- B. When a reduction in the work force becomes necessary, as determined by the District, such layoffs shall be made by reverse seniority as defined above.

5.3 Recall

- A. **Order of Recall.** Employees will be recalled in seniority order with the most senior employee on layoff being called first.
- B. **Notice of Recall.** The District will forward notice of recall by certified mail to the last known address of the employee as reflected on District records. The employee must, within ten (10) days of delivery of the notice of recall, notify the District of his intent to return to work on the date specified for recall and, thereafter, returned to work on such date.

5.4 Termination of Seniority

An employee's seniority and employment shall be terminated and his rights under this Agreement forfeited for the following reasons:

- A. Resignation by the employee or termination by the District, unless reinstated pursuant to the grievance procedure,
- B. Failure to give notice of intent to return to work after recall within the time period specified in Section 5.3(B) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall,
- C. Failure to return to work upon expiration of an approved leave of absence, and
- D. Absence for five (5) consecutive days without notifying the District except when there are extenuating circumstances beyond the control of the employee.

5.5 Return of Personnel to the Bargaining Unit

A person 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 they held prior to transferring out of the bargaining unit.

ARTICLE 6– EMPLOYEE CATEGORIES

6.1 Unit Description

The District recognizes the Union as the exclusive bargaining representative for the purposes of negotiating rates of pay, hours of work, and other conditions of employment for all regular full-time and regular part-time employees in the classifications set forth in Article 8 of this Agreement employed by the District at its facility located at 465 NE Skipanon Drive, Warrenton, OR.

6.2 Full Time

A regular full time employee is an employee who has completed the six (6) month probation period and who is regularly scheduled to work a minimum of thirty (30) hours per week.

6.3 Part Time

A regular part time employee is an employee who has completed the six (6) month probation period and who is regularly scheduled to work an average of twenty (20) but less than thirty (30) hours per week on a continuing basis over a bi-annual period, defined as January 1-June 30 and July 1-December 31.

6.4 Probationary Period

Regular Full-Time and Part-Time employees shall serve a six (6) month probationary period, beginning on the employee's first day of employment and continuing for the next 182 calendar days, which may be extended by the written agreement of the Union and the District. During the probationary period, the employee may be terminated at any time without appeal or recourse to the grievance procedure of this Agreement. Probationary employees are not eligible for any employee benefits, including holidays, vacations, health and welfare, retirement, jury duty pay, and bereavement leave, except as required by law.

ARTICLE 7– HOURS OF WORK

7.1 Work Week

The work week shall consist of seven (7) days, beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

7.2 Shift Bid

The parties agree to negotiate a bidding system. The parties will sign a Memorandum of Understanding within no more than 120 days of ratification. That bidding system will be in place for no less than 6 months. The parties may at that time re-negotiate a bidding system. If the parties cannot come to an agreement about the bidding system at any time, either party can submit the

issue to binding arbitration after 90 days of bargaining. The practice shall remain *status quo* until a time that a binding arbitration decision is delivered.

All timelines in this section may be extended upon mutual agreement of the parties.

7.3 Meal and Rest Periods

Employees shall receive one (1) unpaid one (1) hour meal period if they work a shift of 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 shall be scheduled 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. The meal period does not count toward the four hours of work for the purposes of the paid rest break.

7.4 Bus Driver Coverage

The District retains the right to schedule a supervisor to cover Driver work duties when the available Drivers cannot effectively handle the workload.

The District also retains the right to hire seasonal part time employees for up to 90 days per calendar year, or longer by mutual agreement of the parties, for “special events” (fairs, expos, ships, etc.) that arise from time to time. Hours of such employees are determined by the District. Seasonal employees shall be paid at the prevailing Step 1 rate. Seasonal employees will be eligible for Overtime. Seasonal employees are not members of the bargaining unit and are therefore not eligible for any benefits under this Agreement.

Before providing shifts to seasonal employees, the District agrees to first offer the shifts to regular full-time and part-time employees first, provided it does not put them into overtime status.

7.5 Work Schedules

The District shall have the right to establish, change or eliminate hours of work, workweek, and/or shifts. If possible, the District shall make an effort to provide reasonable notice to affected employees. For the purposes of this section, “reasonable notice” shall be defined as 12 hours before the start of the affected shift. If the District cancels a shift without reasonable notice the affected employee(s) will be paid for their shift. The Union recognizes that there are situations where the District will not know of the need to establish, change or eliminate hours of work. Supervisors shall not operate District vehicles on District routes or be scheduled to perform bargaining unit work except in case of emergency or by mutual agreement of the parties.

7.6 Shift Trades

With the exception of holidays, employees shall be permitted to trade scheduled shifts after receiving the written approval of the District. Any trade made pursuant to this section must be within the same workweek and cannot result in overtime status. Each employee involved in an approved work trade will report and have recorded on his/her payroll records the actual hours he/she worked during the week in which the approved trade occurred. Denials of requests for shift trades cannot be grieved by any party to this Agreement.

ARTICLE 8– WAGES

8.1 Salary Schedule

Following is the wage schedule to be observed over the term of the Agreement for Bus Drivers and Mechanics.

Bus Drivers

	<u>Upon Ratification</u>	<u>July 1, 2020 (2%)</u>	<u>July 1, 2021 (2%)</u>
<u>New Hire</u>	\$14.64	\$14.93	\$15.23
<u>Step 1</u>	\$15.86	\$16.18	\$16.50
<u>Step 2</u>	\$16.75	\$17.09	\$17.43
<u>Step 3</u>	\$17.66	\$18.01	\$18.37
<u>Step 4</u>	\$18.58	\$18.95	\$19.33
<u>Step 5</u>	\$19.36	\$19.75	\$20.14
<u>Step 6</u>	\$20.48	\$20.89	\$21.31

Mechanics

	<u>Upon Ratification</u>	<u>July 1, 2020 (2%)</u>	<u>July 1, 2021 (2%)</u>
<u>New Hire</u>	\$15.15	\$15.45	\$15.76
<u>Step 1</u>	\$16.52	\$16.85	\$17.18
<u>Step 2</u>	\$17.47	\$17.82	\$18.18
<u>Step 3</u>	\$18.34	\$18.71	\$19.08
<u>Step 4</u>	\$19.43	\$19.82	\$20.21
<u>Step 5</u>	\$20.44	\$20.85	\$21.26
<u>Step 6</u>	\$21.46	\$21.89	\$22.33

Mechanic's Assistants

	<u>Upon Ratification</u>	<u>July 1, 2020 (2%)</u>	<u>July 1, 2021 (2%)</u>
<u>New Hire</u>	\$13.54	\$13.81	\$14.09
<u>Step 1</u>	\$14.76	\$15.06	\$15.36
<u>Step 2</u>	\$15.65	\$15.96	\$16.28
<u>Step 3</u>	\$16.56	\$16.89	\$17.23

<u>Step 4</u>	\$17.48	\$17.83	\$18.19
<u>Step 5</u>	\$18.26	\$18.63	\$19.00
<u>Step 6</u>	\$19.38	\$19.77	\$20.16

Employees are paid at the New Hire rate until they receive their Commercial Driver’s License (CDL). At that time, they are advanced to Step 1. Employees then advance to Step 2 on their first anniversary date, and all subsequent steps on each anniversary date thereafter. For the purposes of this section, the anniversary date shall be the employee’s most recent date of hire.

8.2 Longevity Pay

Eligible employees shall receive additional longevity pay at the following hourly rate:

At 10 years of service	At 15 years of service	At 20 years of service
\$0.50	\$0.75	\$1.25

Years of service shall be calculated using the employee’s anniversary date. The anniversary date shall be the employee’s most recent date of hire.

8.3 Pay Periods

District employees are paid every other Friday. The pay period runs from 12:00 a.m. on Sunday to 11:59 p.m. on Saturday.

8.4 Out-of-Class Work

Bus Drivers shall be paid not less than the same hourly rate to which they are entitled in transportation work; however, should Bus Drivers be assigned other work for the District which is paid at a higher hourly rate than the Bus Drivers’ rate, they shall receive such higher rates. Mechanics shall be paid at not less than the same hourly rate to which they are entitled for their regular duties; however, should Mechanics be assigned other work for the District which is paid at a higher hourly rate than the Mechanics’ rate, they shall receive such higher rates.

8.5 Additional Pay

The wage rates set forth in this Agreement are intended only to be the minimum wage rates the District is obligated to pay. Nothing contained in this Agreement shall preclude the District from paying more than these minimum wage rates upon mutual agreement of the parties.

8.6 Overtime

Time worked in excess of forty (40) hours per work week will be paid at one and one half (1.5) times the regular rate of pay. For the purposes of calculating overtime, sick leave and vacation time are not counted as hours worked.

All overtime worked by bargaining unit members must be approved by their supervisor in advance of being worked. In case of emergencies, the employee must notify their supervisor as soon as possible of the need to work overtime. Employees who work overtime without proper approval or, in the case of emergencies, without proper notification will be subject to disciplinary action, up to and including termination.

ARTICLE 9– MANAGEMENT RIGHTS

9.1 General Management Rights

The Union and its membership recognize that the District retains and reserves all its rights, power and authority to operate and manage the business to direct, control and schedule its operations and work force and to make any decisions, retain all functions and authority connected with or in any way affecting the business, whether or not specifically mentioned herein and whether or not hereto exercised, unless specifically and expressly limited by the terms of this Agreement. The Union and its members also recognize that the District will have the right to make unilateral changes to employees' terms and conditions of employment on subjects covered by the District's management rights. Further, the terms in this Agreement constitute a waiver of the Union's right to bargain over subjects covered by the District's management rights.

9.2 Specific Management Rights

Unless otherwise restricted by a specific provision of this Agreement, such management prerogatives shall include, but not be limited to:

- a. Determine the missions, budget, organizational structure, services to be provided to the public, and scope and method of providing those services;
- b. Determine the methods and means by which such District operations are to be conducted, including locations of premises and work sites and the establishment of bus routes and scheduling;
- c. Meet municipal budgeting requirements established by Oregon law;
- d. Select, assign, direct, evaluate, promote, transfer, train and lay off employees;
- e. Establish, revise, and implement standards for hiring, classification, promotion, and quality of work;
- f. Establish a drug and alcohol policy, as required by federal law;
- g. Select and determine classifications and duties of such classifications, including determination of skills, qualifications and abilities necessary for an employee to maintain a position or to promote to a higher ranking position;
- h. Select and determine the size and composition of the workforce, including determining the need for a reduction or an increase in the work force. This specifically includes the decision to not fill a position, to introduce new jobs covered by this Agreement, and new and improved methods of operation which may result in the abolishment and/or combination of existing jobs;

- i. Discipline, suspend, place on probationary status, demote or discharge employees;
- j. Maintain the efficiency of the District operations;
- k. Direct all aspects of the work and work force, determine job functions, assign duties, and determine workloads;
- l. Assign employees to particular types of work, set shifts (including starting and quitting times), and hours (including overtime hours);
- m. Conduct performance evaluations, establish job descriptions and qualifications, establish work standards, and supervise employees;
- n. Acquire, use, control and dispose of the District's property; and
- o. Take any necessary action to carry out the responsibilities of the District in case of emergency.

9.3 Scope of Rights

Listing of the foregoing specific rights of management in this Article is not intended to be, nor shall be, considered restrictive of or a waiver of any of the rights of the District not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the District except as they may be shared with the Union by specific provisions of this Agreement.

9.4 Arbitrator's Jurisdiction

Unless otherwise expressly limited by the terms of this Agreement, the exercise of any management prerogative, function, or right is not subject to the Grievance Procedure and Arbitration, and is not within the jurisdiction of any arbitrator.

9.5 No Waiver

If the District does not exercise any function reserved to it, or if it exercises such function in a particular way, such conduct shall not be deemed a waiver of its rights to exercise such function in the future or preclude the District from exercising the same function in some way not in conflict with an express prohibition contained within this Agreement.

9.6 Subcontracting

It is hereby acknowledged that the District shall have the right to contract out portions of mechanic work to subcontractors as a normal and routine method of conducting business. The Employer agrees to discuss only the effects of contracting out of bargaining unit work with the Union and will give reasonable consideration to the Union's suggestions.

ARTICLE 10 – HOLIDAYS

10.1 Designated Days

The following holidays will be recognized and observed as paid holidays:

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Employees who work on the holiday listed above shall receive time-and-a-half for all hours worked, in addition to the designated holiday pay.

In addition to these paid holidays, employees shall receive three floating holidays:

Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)
Veteran's Day (November 11)

The floating holidays must be used within a designated four week period: two calendar weeks before and after the holiday. These floating holidays can be used at any time during this four-week period, provided it must be approved through the process set forth at Section 11.2.

10.2 Eligibility

Regular full time employees will receive eight (8) hours pay for each recognized holiday. Part-time employees will receive four (4) hours pay. Temporary employees do not receive paid holidays. Employees on active paid status, paid leave, or approved OFLA/FMLA leave receive holiday pay. Employees on unpaid leave do not receive holiday pay. New hires shall not be eligible for holiday pay until after completing 60 calendar days on the payroll.

10.3 Personal Leave

Regular full time employees will receive eight (8) hours and regular part time employees will receive four (4) hours of personal leave on their birthday each year. Employees are eligible for this benefit only after they have been with the District for one year. This Personal Leave can be taken at any time during the twelve-month period following their birthday, provided it must be approved through the process set forth at Section 11.2.

ARTICLE 11– VACATION

11.1 Accrual

Regular full-time employees shall accrue vacation as follows:

Years of Continuous Service	Monthly Accrual	Days per year
0-5 years	8.0 hours	12
5-10 years	10 hours	15
10-15 years	12 hours	18
15+	13.34 hours	20

Regular part-time employee shall accrue vacation as follows:

Years of Continuous Service	Monthly Accrual	Days per year
0-5 years	4.0 hours	6
5-10 years	5 hours	7.5
10-15 years	6 hours	9
15+	8.34 hours	10

Years of service shall be calculated using the employee's anniversary date. The anniversary date shall be the employee's most recent date of hire.

Unused vacation time accumulates from year to year, but shall not exceed 260 hours.

11.2 Vacation Bidding

Subject to operational requirements of the District, an employee shall have his/her choice of vacation time. Vacation bidding for the upcoming calendar year shall occur October 1 through November 1 of each year of this agreement. Bidding will be by seniority, defined for the purposes of this article as the employee's most recent date of hire.

Employees will sign up for vacation in one-week (Monday through Sunday) intervals. Employees may bid for up to two one-week blocks of time, which may be taken consecutively.

11.3 Approval of Use of Vacation Leave

Any unscheduled vacation leave remaining may be used only upon approval of the Chief Operating Officer or his/her designee at least thirty (30) calendar days in advance of the desired start of leave. All such requests will be scheduled on a first-come, first-served basis. The District retains the right to deny vacation leave requests for any reason. The District retains the right to cancel pre-approved vacations in the case of emergency situations not under its control.

ARTICLE 12 – SICK LEAVE

12.1 Use of Sick Leave

All Regular full-time and part-time employees who have completed 90 calendar days of employment are eligible to use accrued sick leave for any period of absence from the District that is due to the employee's illness or bodily injury or for any other reason in which the District is required to allow the employee to utilize sick leave under state or federal law.

12.2 Notice of Absence

Employees shall notify the supervisor on duty as soon as possible, but in no event later than one-hundred and twenty (120) minutes prior to the operator's scheduled starting time, except in the event of emergencies making it impossible to give notice. In the latter event, the operator shall give notice as soon as possible.

If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.

12.3 Accrual

Regular full time employees shall accrue eight (8) hours and regular part time employees shall accrue four (4) hours of accumulated sick leave per month, beginning on the first day of work. Unused sick leave benefits accumulate from year to year, but shall not exceed 320 hours. Employees are not paid for unused sick leave upon employment termination.

12.4 Transfer of Sick Leave

Employees who have exhausted their sick and vacation leave benefits may receive a gift of sick leave from the other District employees if they require extended time off for illness or injury. In such event, the District's only involvement shall be to transfer an employee's sick leave credit in accordance with the employee's request and add it to the sick leave balance of another employee.

Employees may donate up to 10% of their accrued sick leave balance. The Executive Director can, under special conditions, increase the allowable donation, not to exceed forty (40) hours in a calendar month.

12.5 Discipline

When sick leave is not taken in accordance with the provisions of this Section, the employee will be subject to progressive discipline at the discretion of the District.

12.6 Physical Examination

Certification of an attending physician or practitioner may be required to support the employee's

claim for sick time off for any absence in excess of three (3) consecutive workdays. Employees who return to work after an attending physician has prescribed drugs that may impair driving ability must report such fact to the District in writing.

ARTICLE 13 – OTHER LEAVES

13.1 Jury Duty

Regular full- and part-time employees called for jury duty shall receive the regular rate of pay for scheduled work hours missed, provided they refuse court offered compensation for such jury duty or pay such compensation to the District. An employee released by the Court prior to the conclusion of his/her scheduled shift will immediately report to the District for the remainder of the shift for assignment to any available work.

13.2 Bereavement Leave

A leave of absence with pay for up to four (4) days may be granted an employee when a death in the employee's immediate family requires the absence of an employee. Leave can be taken to deal with the death of a family member by attending the funeral (or alternative service), making arrangements required by the death of the family member, or grieving the death of the family member. Should circumstances require an employee to be absent longer than the four (4) days, the days in excess shall be charged against accumulated sick leave. If an employee has exhausted his/her available sick leave, the days in excess shall be charged against accumulated vacation time. Upon exhaustion of vacation time, the leave shall be unpaid. Immediate family is defined as: death of a spouse, domestic partner, and child (biological, adopted, foster, stepchild, or otherwise), sibling, parent, parent-in-law, step-parent, grandparent, grandchild, or domestic partner's parent or child. The benefit is payable only on days when the employee would have been scheduled to work. Proof of eligibility may be required by the District.

13.3 Unpaid Leave

Employees who have been continuously employed with the District for at least one (1) year may request a personal leave of absence without pay for a reasonable period of time up to sixty (60) days. Requests may be granted at the sole discretion of the District.

Requests must be submitted in writing and must be approved in writing by the employee's department head before the leave begins. Requests for extensions of leave must be submitted in writing and approved in writing by the department head before the extended period of a leave begins. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

The District will not pay for group health or dental insurance premiums during any portion of an unpaid leave of absence (except when leave qualifies for family medical leave and benefit continuation is provided by the OFLA policy). Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for

the entire period of leave must be paid before the employee begins the leave (except as provided by OFLA laws). Vacation and sick leave will not accrue during personal leave of absence.

ARTICLE 14 – INSURANCE BENEFITS

14.1 Medical/Dental/Vision Coverage

The District shall pay 100% of the employee-only medical, dental and vision monthly premium for all eligible full-time employees. The employee has the option to add additional family members to their plan, with the employee paying the remainder of the premium in excess of the monthly employee-only premium.

The District shall pay 50% of the employee-only medical, dental and vision monthly premium for all eligible part-time employees. The employee has the option to add additional family members to their plan, with the employee paying the remainder of the premium in excess of the 50% monthly employee-only premium.

These amounts will be deducted from the employee's paycheck two times per month and is a pre-tax item.

14.2 Health Reimbursement Account

For all employees enrolled in medical coverage outlined in 14.1 above, the District shall maintain a Health Reimbursement Account (HRA). Employees are eligible for reimbursements up to one thousand five hundred dollars (\$1500) through the HRA each Plan Year.

14.3 Health Insurance and HRA Eligibility

All regular full- and part-time employees shall become eligible for health insurance benefits and HRA on the first day of the month following sixty (60) calendar days after starting employment with the District.

To be eligible for coverage each month, employees must be on active paid status, paid leave, or approved OFLA/FMLA leave for at least one-half (1/2) of the full-time working hours each month.

Coverage will end on the last day of the month in which an employee resigns, is terminated, laid off, or otherwise stops working as an eligible employee. Employees who lose their coverage may elect to self-pay the premium for continued coverage in accordance with state and federal law.

ARTICLE 15 – RETIREMENT

15.1 Eligible employees may participate in the District’s 401(a) Money Purchase Retirement Plan. Under the plan, the District shall make a 2.5% contribution as defined in the plan on behalf of all eligible employees, provided the participating employees has worked a minimum of 1,000 hours of service during the Plan year. District contributions become vested fully two years from the employee’s date of hire as a regular full-time or regular part-time employee.

Eligible employees may also contribute to the District’s 457(b) Deferred Compensation Plan.

All regular employees may enroll in the Retirement Plan on the first day of the first payroll period following their one-year anniversary date.

ARTICLE 16 – DISCIPLINE

16.1 Temporary and Probationary Employees

The District reserves the right to discipline and/or discharge probationary employees or temporary employees at its sole discretion. The District may discipline and/or discharge these employees with or without prior warning for any reason. These employees shall have no right to grieve any discipline under this Agreement, and no arbitrator shall have jurisdiction over any claims from these employees.

16.2 Regular Full-Time and Regular Part-Time Employees

A. The District reserves the right to discipline, demote, suspend or discharge regular employees at its discretion.

B. Group I Infractions

Discipline may be initiated for many proper reasons, including, but not limited to, violations of work rules, insubordination or poor job performance. Except for Group II infractions in section 16.2(C), employees shall be given at least one (1) written warning before discharge. Progressive discipline for infractions includes: verbal counseling; written counseling or warning; 1-3 day suspension; demotion and discharge. An employee may be discharged for a second Group I infraction, and the second Group I infraction does not need to be conduct similar to the written warning. Additionally, in the event the commission of a Group II infraction in section 16.2(C) does not result in discharge, the Group II infraction shall serve as a written warning, and any subsequent conduct may result in discharge.

C. Group II Infractions

Employees may be discharged without a prior warning if the District determines the employee misconduct constitutes a Group II infraction. Such Group II infractions include but are not limited to:

1. Violation of the District's Alcohol and Drug Policy; including, but not limited to, consumption, or being under the influence of alcohol or illegal drugs during working hours or on District property.
2. Loss or suspension of commercial driver's license (CDL).
3. Fighting (except for defensive fighting reasonably required for self-defense), threatening, assaulting, or causing bodily harm toward another person.
4. Altering or falsifying any District document, including an employment application, benefit enrollment forms, pre-trip inspection and maintenance forms, timekeeping or accident reports.
5. Deliberately destroying or damaging property belonging to the District, a fellow worker, or any other member of the public.
6. Insubordination, including but not limited to improper conduct toward a supervisor or other person in a position of authority, refusing to perform work in an appropriate manner as directed management, or refusing to participate in or interfering with an investigation.
7. Committing repeated violations of safety rules or committing a serious safety infraction.
8. Engaging in conduct that violates the District's Policy Prohibiting Harassment or Discrimination, including but not limited to discriminatory, retaliatory, or harassing behavior or harassment of a sexual, racial, ethnic, age, disability, or religious, etc. nature.
9. Theft of any kind, including theft of time by sleeping or failing to be productive on the District's time.
10. Posing an immediate or potential danger to public safety or the health and/or safety of other employees.

11. Failure to report to your supervisor any accident, traffic citation, a known work-related personal injury, or property damage.
12. Mishandling of District cash revenue, which includes extending unauthorized discounts.
13. Off-duty conduct which adversely affects the District's business, reputation or goodwill in the community.
14. Possession of weapons, ammunition or explosives on District premises or while performing District business or attending District-designated functions at any time, regardless of location.
15. Any conflict of interest, which includes, but is not limited to performing unauthorized work for a customer as a representative of the District.
16. Other conduct deemed by the District to be a major infraction requiring immediate termination without prior written warning.

16.3 Duration of Warnings

No written warning shall remain in effect for a period of more than one (1) year for the purpose of supporting termination as set forth in 16.2(B); however, the parties, including an arbitrator, may consider an employee's entire work record, including previous warning(s), if any, regardless of the date of issuance, if presented to support the District's decision regarding discipline or discharge.

16.4 Written Notice of Discipline

The employee shall receive notice of the discipline in writing. The District will notify the Union in writing of any discipline within three (3) workdays after the discipline is issued. Workdays exclude Saturdays, Sundays, and District Holidays.

16.5 Discussion of Discipline

Designated Union Officers will have the right to discuss any disciplinary action imposed or threatened with the designated Management representative, with or without the presence of the affected employee.

All discipline will be conducted in a confidential manner.

The employee shall be entitled to the presence of a Union representative at any investigatory interviews which may result in discipline.

16.6 Hearing

A regular full-time employee or a regular part-time employee shall have the right to hearing before the Executive Director prior to being suspended without pay, terminated or demoted if he/she requests it in writing within five (5) days after notification of the proposed suspension, termination, or demotion.

16.7 Right to Appeal Discharge

A regular full-time employee or a regular part-time employee who is discharged under this Article may request appeal solely and exclusively through the Grievance Procedure and Arbitration article under this Agreement. A regular full-time employee or a regular part-time employee shall not have any right to appeal lesser discipline, including written warnings, past Step 3 of the Grievance Procedure and Arbitration article under this Agreement.

ARTICLE 17 – GRIEVANCE PROCEDURE AND ARBITRATION

17.1 Definition

Subject to the express limitations in this agreement, a grievance shall be defined as a claim by the Union, or employee(s) that the terms of this Agreement have been violated or that there is a question concerning the proper application or interpretation of this Agreement.

17.2 Limitations

Grievances shall be limited to matters concerning the express provisions in this Agreement and Employer Policies and Procedures. The District, Union, or an employee shall not use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any way whatsoever, this Agreement or any part thereof.

- A. The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Section.
- B. The wage rates set forth in this Agreement are not to be subject to the provisions of this Article for determination or alteration.
- C. The Union shall not be required to process employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Union shall be the exclusive representative of the employee(s) involved.

- D. The processing, disposition and/or settlement, including hearings and final decisions of Boards or arbitrators, by and between the Union and the District of any grievance or other matter shall be binding on the Union and its members, the employee(s) involved and the District, except as provided in this Section.

17.3 Grievance Steps

Should a grievance arise, it shall be handled in the following manner:

Step 1: Written Notice to Immediate Supervisor: The Union or employee may present, in writing, a grievance setting forth the nature, details, and date of the alleged violation, as well as the article and section of this Agreement claimed to be violated, if applicable. The written grievance must be presented not later than five (5) calendar days after the date when the employee or Union knew or had reasonable knowledge of the even giving rise to the grievance. The supervisor shall schedule a Step 1 conference with the local Union Officer and the Grievant to occur within ten (10) calendar days after receipt of the Step 1 grievance. The Supervisor shall provide a written response within ten (10) calendar days of the Step 1 conference.

Time Limits: If the employee or Union fails to file a grievance or progress any grievance to the next step within the specified time limits contained in this section, the grievance will be denied as untimely, and may not be appealed to the next step. The employee and/or Union forfeits the grievance and the grievance will be deemed denied, and the District's last response will be the final resolution of the grievance. All timelines in this Section may be extended by mutual agreement.

Step 2: Written Grievance to Chief Operating Officer: If the grievance is not resolved at Step 1, the grievance may be appealed by the Union to the Chief Operating Officer. The grievance must be reduced to writing by the employee or the Union and signed by the employee affected. The written grievance shall contain the nature of the grievance, act or acts grieved, date of occurrence, identity of the party or parties who claim to be aggrieved, provision of this Agreement allegedly violated, and the remedy sought. The grievance must be filed with the Chief Operating Officer within ten (10) calendar days after the Supervisor's written response. The Chief Operating Officer, or his/her designee, shall to respond within ten (10) workdays of the receipt of the written grievance.

Step 3: Written Appeal to the Executive Director: If the grievance is not resolved at Step 2, it may be referred in writing by the Union to the Executive Director within ten (10) calendar days after the Chief Operating Officer was in receipt of the written grievance. Not later than ten (10) calendar days after the receipt of the written appeal, the Executive Director, or his/her designee, shall meet with the employee and/or the

Union representative, and the employee may present his/her grievance to the District. The Executive Director or his/her designee, shall give his/her written answer to the grievance within ten (10) calendar days after meeting with the employee and the Union.

Step 4: If the grievance is not settled in Step 3, the Union may petition the Employment Relations Board in writing to initiate binding arbitration within ten (10) calendar days after receipt by the employee and/or their designated representative of the Executive Director's answer in Step 3 or within ten (10) calendar days after the Executive Director received the grievance, whichever is sooner. Following notification by the Employment Relations Board that arbitration is to be initiated, the employee and the Union and the District may select their own arbitrator.

Step 5: If the parties to the grievance do not select their own arbitrator within five (5) calendar days, the Employment Relations Board shall submit to the parties a list of seven (7) qualified disinterested persons. Each party shall alternatively strike two (2) names from the list. The grieving party shall strike first. The remaining individual shall be designated the "arbitrator."

Step 6: Within five (5) calendar days of the selection of the arbitrator, the arbitrator shall be notified of his/her selection by a joint letter from the District and the Union, requesting that he set a time and place, subject to the availability of the District and Union representatives.

Step 7: Hearing: The Union and the District both agree that the submission to the arbitrator shall be based on the original written grievance submitted. The arbitrator shall hear and accept relevant evidence submitted by both parties and may request additional evidence, as he/she deems relevant to the grievance. The arbitrator may hear and determine one grievance at a time without the express agreement of the District and the Union. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

17.4 Authority of the Arbitrator

The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this Agreement.

17.5 Arbitrator's Decision

Unless the District and the Union otherwise agree, the arbitrator shall render his/her award within thirty (30) days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later. The decision of the arbitrator shall be final and binding upon the District, the Union, and the employees subject to the limitations and authority contained in state or federal law and contained in this Agreement. However, the participation by the District or Union in any or all of the grievance and arbitration procedures will not waive or prejudice the right of either party to contest the arbitrability of the grievance or the authority of the arbitrator in a subsequent judicial proceeding.

17.6 Fees and Costs

The expenses of the arbitrator, the arbitrator's fee, the hearing room reservation fee and the cost of a jointly requested transcript shall be paid by the losing party, as determined by the arbitrator. All other expenses incurred by either party including but not limited to representation fee, witness fee or transcript requested by one party, shall be paid by the party incurring the expense. The District reserves the right to require employees to take PTO or other leave to attend an arbitration hearing.

ARTICLE 18 – STRIKES AND LOCKOUTS

Over the terms of this Agreement, there shall be no resort to strike action (which includes sit downs, slowdowns, stoppages of work for any cause) by the Union and/or bargaining unit personnel, nor any lockout by the District. Employees in the bargaining unit, while acting in the course of their normal duties, will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line. Disciplinary action, including discharge, may be taken by the District at any time against any employee or employees engaged in violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

ARTICLE 19 - SAFETY STANDARDS

19.1 Reporting Unsafe Working Conditions

Every employee is responsible for safety as a specific job assignment. To achieve the District goal of providing a safe work place, all employees must be aware of safety at all times.

After identifying an unsafe or hazardous work condition, employees are expected to:

1. Safely eliminate the hazard and obtain necessary assistance;
2. Safely control the hazard by enclosure or guard;
3. Employ avoidance procedures; and/or
4. Use personal protective equipment as appropriate.

Additionally, employees shall report immediately any unsafe or hazardous work condition directly to a supervisor, if it cannot be corrected safely and independently. The District shall make every effort to remedy safety problems as quickly as possible.

19.2 Safety Committee

The parties agree to create a Safety Committee to discuss matters affecting employee health and safety.

19.3 Accident Reports

Accidents involving a District employee must be reported immediately, no later than one (1) hour after than the occurrence. All accident reports must be submitted to the employee's supervisor or the Chief Operating Officer, with a copy given to the Executive Director.

Vehicular Accidents. Accidents involving a District-owned vehicle or a personal vehicle being operated on working time or on District business must be reported to law enforcement for investigation. Any accident must be reported immediately, no later than one (1) hour after the occurrence, to the District Executive Director or his/her designee.

Other Accidents. Accidents involving damage to equipment or property, or personal injury, must be reported to the involved employee's supervisor or the Chief Operating Officer, with a copy given to the Executive Director. The Chief Operating Officer will determine the need for further investigation.

19.4 Workers' Compensation

When an accident involves personal injury to an employee, regardless of severity, a Supervisor must be notified as soon as possible. Injured workers must fill out a Workers' Compensation Report Form and submit it as soon as possible to the Human Resources Officer. The District will assist employees in obtaining all Workers' Compensation benefits to which they are legally entitled.

ARTICLE 20 – GENERAL PROVISIONS

20.1 Driving Record

Employees must notify the Human Resources Officer, in writing, of any changes in license status and all traffic citations before their next shift commences. The District may, at any time, check

the driving record of all employees who may be required to drive on District business. Any unreported changes in license status or traffic citations may be the basis of discipline, up to and including termination.

20.2 Uniforms

All drivers are required to wear the company-mandated uniform while on duty at all times. Uniforms shall be kept in good condition, clean and pressed. No other articles of clothing, such as t-shirts under uniform shifts, shall detract from the official appearance from the uniform.

At the beginning of each fiscal year, the District will provide to each full-time employee: one (1) coat, one (1) vest, and six (6) uniform shirts; and to each part-time employee: one (1) coat, one (1) vest, and three (3) uniform shirts. Employees leaving employment with the District are responsible for returning all District-issued uniform items.

20.3 Labor Management Recreation Fund

The District will set aside seven hundred fifty dollars (\$750) per fiscal year (July 1-June 30) into a recreation fund for an annual picnic or other beneficial programs. The allocated funds will not carry over year-to-year. The funds will be spent as determined by a joint committee, with periodic accounts upon request of the Union and fund utilization only with Union consent. The funds cannot be used to purchase alcohol or cannabis products.

20.4 Labor-Management Committee

The parties agree to create a Labor-Management Committee to discuss matters of mutual interest, in an effort to prevent or eliminate grievances.

ARTICLE 21 - SAVINGS CLAUSE

21.1 Should any part of, or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties agree to immediately meet to negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

21.2 In such event, either party may require renegotiation of such invalid provisions for the purpose of adequate replacement thereof. However, if the parties are unable to agree within thirty (30) days following the commencement of the initial meeting, the matter will be postponed until contract negotiations are reopened at the expiration of this Agreement.

ARTICLE 22 - ENTIRE AGREEMENT

22.1 Entire Agreement

The District and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

22.2 Waiver of Bargaining

Therefore, the District and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter or matter referred to, or covered in this Agreement, or any matter not referenced or covered including past practices even though such subjects or matters may have not been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

22.3 Sole Agreement

This Agreement constitutes the sole and entire existing agreement between the parties hereto and expresses all obligations and restrictions imposed on the District. Any pattern of conduct or past practice prior to this agreement shall be deemed merged into this Agreement.

22.4 Written Agreement

This Agreement can be altered or amended only by written agreement between the parties hereto.

ARTICLE 23 – TERMINATION AND REVISION

This Agreement shall be in force as of its execution date, except as otherwise provided herein, and shall remain in full force and effect until the 30th day of June, 2022.

This Agreement shall be automatically renewed from year-to-year beyond the expiration date unless either party shall notify the other in writing prior to January 1 of the expiring year or any subsequent year, that such party desires to modify the Agreement.

Sunset Empire Transportation District



Chair, Board of Directors



Executive Director


4/25/19

Date

Amalgamated Transit Unit, Local 757



President/Business Representative



Union Liaison Officer

04/23/2019

Date