



# Collective Bargaining Agreement

By and Between Valley Transit

And

Amalgamated Transit Union, Local Division 757

Effective on the date of full execution through December 31 2022

## Index

|  |    |
|--|----|
| <b>Preamble</b> .....                                  | 2  |
| <b>Article 1 – Recognition</b> .....                   | 2  |
| <b>Article 2 – Definitions</b> .....                   | 2  |
| <b>Article 3 – Management Rights</b> .....             | 2  |
| <b>Article 4 – Union Security</b> .....                | 3  |
| <b>Article 5 – No Strikes and Work Actions</b> .....   | 4  |
| <b>Article 6 – Union Activities</b> .....              | 4  |
| <b>Article 7 – Grievance Procedure</b> .....           | 5  |
| <b>Article 8 – Wages</b> .....                         | 7  |
| <b>Article 9 – Hours of Work and Overtime</b> .....    | 9  |
| <b>Article 10 – Sick and Compassionate Leave</b> ..... | 10 |
| <b>Article 11 – Vacation Leave</b> .....               | 13 |
| <b>Article 12 – Holidays</b> .....                     | 14 |
| <b>Article 13 – Jury Duty and Witness Leave</b> .....  | 15 |
| <b>Article 14 – Military Leave</b> .....               | 15 |
| <b>Article 15 – Seniority</b> .....                    | 15 |
| <b>Article 16 – Layoff and Recall</b> .....            | 15 |
| <b>Article 17 – Employee Benefits</b> .....            | 16 |
| <b>Article 18 – Uniforms and Equipment</b> .....       | 18 |
| <b>Article 19 – Discipline</b> .....                   | 18 |
| <b>Article 20 – Savings</b> .....                      | 18 |
| <b>Article 21 – Attendance</b> .....                   | 19 |
| <b>Article 22 – Entire Agreement</b> .....             | 21 |
| <b>Article 23 – Duration</b> .....                     | 21 |
| <b>Appendix A – Substance Abuse Policy</b> .....       | 22 |
| <b>Appendix B – Accident Policy</b> .....              | 37 |

## Preamble

This Agreement is made and entered into upon full execution of this Agreement, to December 31, 2022 by and between Valley Transit, a municipal corporation of the State of Washington, hereinafter known as the “Employer”, and the Amalgamated Transit Union, Local 757, AFL-CIO, hereinafter known as the “Union”.

## Article 1 – Recognition

- 1.1 Inclusive: The Employer Recognizes the Union as the sole and exclusive bargaining representative for all full-time Road Supervisors.
- 1.2 Exclusive: It is further agreed that Assistant Road Supervisors, part-time employees, non-supervisory employees, confidential employees, and employees hired for a specific period of time under specific federal or state government act funding, and all other employees are specifically excluded.

## Article 2 – Definitions

- 2.1 Part-time Employee: A regular employee who works at least three-hundred-and-four (304) hours in the preceding twelve (12) month period, but who has worked less than thirty-five (35) hours per week in the preceding five (5) consecutive month period. Part-time employees are excluded from the bargaining unit covered in this Agreement.
- 2.2 Full-time Employee: A regular employee who has worked thirty-five (35) or more hours per week in the preceding five (5) consecutive months period.
- 2.3 Probationary Period: The probationary period shall consist of a period of twelve (12) months commencing upon the initial date of hire, during which the employee is ineligible for promotion and certain benefits and privileges provided in this Agreement. All employees who have been promoted into this unit shall serve a probationary period of three (3) months from the initial date of promotion. Only during this three (3) month probationary period, the employee may voluntarily elect to return to their former bargaining unit position, or the Employer may elect (without cause) to return the employee to their former bargaining unit position, and without loss of seniority once a position becomes available. Outside of the probationary window, an employee may request to move back to a previous classification, contingent upon an open position being available. Employees will not be allowed to transfer back to their former classification if the reason for their removal from their new position is termination. However, the Union reserves the right to grieve termination when appropriate. An employee who returns to a former classification without bid work assignment shall obtain a work assignment in accordance with their current labor agreement. Employees shall retain all accrued vacation and sick leave for use in their new position.
- 2.4 Temporary Employee: Employees who hold jobs of limited duration due to special projects, abnormal workloads, or emergencies. Temporary employees are considered at-will employees and are not eligible for Valley Transit benefits, except as required by law.
- 2.5 Assistant Road Supervisors: An employee who works primarily in the Operator bargaining unit, but who serves in an on-call, as-needed basis as a Road Supervisor. This position is excluded from the bargaining unit covered in this Agreement.

## Article 3 – Management Rights

- 3.1 Reserved Rights: Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives,

functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto. Any such subjects covered by the terms of this Agreement are closed to further negotiation for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, is closed for the term hereof.

- 3.2 Examples of Rights: Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
- 3.2.1 To direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.
  - 3.2.2 To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of division, offices, branches, operations or facilities for budgetary or other reasons.
  - 3.2.3 To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereof.
  - 3.2.4 To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
  - 3.2.5 To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
  - 3.2.6 To assign and distribute work.
  - 3.2.7 To assign shifts, workdays, hours of work, and work locations.
  - 3.2.8 To determine the need for and the qualifications of new employees, transfers, and promotions.
  - 3.2.9 To discipline, suspend, demote, or discharge an employee.
  - 3.2.10 To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the Employer.
- 3.3 Grievability: The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

#### **Article 4 – Union Security**

- 4.1 Union Membership and Dues Checkoff: For those employees who affirmatively consent to pay Union dues and assessment, upon receipt of a written signed authorization form provided by the Union, the Employer will deduct Union dues and assessments from the wages of employees working under this Agreement. The amount so deducted shall be mailed to the Union each month. Such authorization may be revoked by the employee at any time by written notice to the Union, and then the Union shall inform the same to the Employer. The performance of this function is recognized as a service to the Union by the Employer.

- 4.2 Hold Harmless: The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, or judgements brought or issued against the Employer as a result of provisions of this Article.
- 4.3 Non-discrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, sexual orientation, national origin, political affiliation, or mental, physical, or sensory handicap unless it is a bona fide occupational qualification. The Union and the Employer shall share equally the responsibility for applying this provision of the Agreement. Employees believing themselves to have been the subjects of unlawful discrimination shall report situations to their supervisor, the Deputy General Manager, or the Human Resources Manager. This provision of this Article shall not be subject beyond the second step (Article 7.3.2) of the grievance procedure contained in Article 7 of this Agreement.
- 4.4 Gender References: Whenever a term herein references a gender, it is intended to apply to all genders and individuals not conforming to gender(s).

### Article 5 – No Strikes and Work Actions

- 5.1 Prohibition: The Union and all members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty. The Union recognizes and agrees that disciplinary action, including discharge, may be taken by the Employer at its discretion against any employee engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damage, which may be available to the Employer.
- 5.2 Union's Obligation: In the event of a strike, work stoppage, slowdown, picketing, observance or a picket line, or other restriction in any form, either on the basis of individual choice or collective employee conduct, the Union will, upon notification by the Employer, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 5.1 of this Agreement shall not be affected or limited by whether the subject matter is or is not subject to grievance and arbitration provisions of this Agreement.
- 5.3 Benefits and Wages Denied: It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.
- 5.4 No Lockout: The Employer shall not engage in a lockout of employees during the term of this Agreement.

### Article 6 – Union Activities

- 6.1 Conduct of Union Business: No union member or officer shall conduct any union business on employer time or employer premises without the Employer's permission.
- 6.2 Union Representatives: The Employer agrees to recognize the Union Liaison Officer and the Union Steward to represent the employees of the bargaining unit. The Union agrees to notify the Employer in writing of the duly accredited representatives of the Union immediately upon their election or appointment.
- 6.3 Access to Premises: The Employer agrees to permit duly authorized representatives of the Union to have access to the Employer's premises for the purpose of adjusting grievances or conferring with other

bargaining unit employees, subject to security regulations, provided that such representative obtains advance permission from the General Manager and their designee, notifies the General Manager of the reason(s) for their presence, and does not interfere with the Employer's operations.

- 6.4 Union Bulletin Board: The Employer will permit the Union to erect one (1) bulletin board for union use, of reasonable size, at a designated location. No materials shall be posted except notices of meetings and elections, results of elections, changes in union by-laws, notices of employee social occasions and official union notices, letters, and memoranda. All materials shall be signed by an officer of the Union. The Union will limit the posting of any material on the Employer's premises to its bulletin board.
- 6.5 Labor-Management Committee: In an effort to maintain positive working relations, the parties agree to hold Labor-Management Committee meetings as mutually agreed upon. The Committee shall have no authority to add to, subtract from, or otherwise modify the Agreement. Such meetings shall not be the replacement for formal negotiations.

## Article 7 – Grievance Procedure

- 7.1 Purpose: The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer.
- 7.2 Grievance Definition: For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- 7.3 Grievance Steps: Steps in the grievance procedure:
- 7.3.1 Pre-Grievance Meeting: If the grievant employee shall raise concerns in writing, stating specific relevant facts, alleged contract violation(s), and the remedy sought within seven (7) calendar days of its alleged occurrence to their immediate supervisor. The immediate supervisor shall attempt to resolve it within seven (7) calendar days, and provide a written response, after receipt of the grievant employee's concern. For grievances initiated by the Union, the pre-grievance meeting process does not apply, and the grievance shall be filed at Step One.
- 7.3.2 Step One: If the grievant employee is not satisfied with the solution of the immediate supervisor, the Union shall submit a written notice to the Human Resources Manager or their designee, including (a) a statement of the grievance and relevant facts, (b) specific provision(s) of the Agreement allegedly violated, and (c) remedy sought within fourteen (14) calendar days of the date of submission of the grievance to the immediate supervisor. For grievances initiated by the Union without a grievant employee, the Union must file the grievance within seven (7) calendar days of its alleged occurrence. The Human Resources Manager or their designee shall respond in writing to the Union with a copy to the employee (if applicable) within fourteen (14) calendar days from receipt of the grievance.
- 7.3.3 Step Two: If the Union is not satisfied with the solution of the Human Resources Manager, the Union shall submit a written notice to the General Manager or their designee within fourteen (14) calendar days of receiving the Human Resource Manager's decision. The General Manager or their designee shall respond in writing to the Union with a copy to the employee (if applicable) within fourteen (14) calendar days from the receipt of the grievance.

7.3.4 Step Three (Arbitration): If the Union is not satisfied with the General Manager's (or their designee's) response, then the Union must submit in writing a request for arbitration within seven (7) calendar days from the General Manager's response. There are two types of arbitration available. One form is referred to as "Expedited Arbitration" and the other type is "Standard Arbitration". If the parties do not mutually agree to utilize Expedited Arbitration, the proceedings will be carried out in accordance with the provisions for Standard Arbitration. The arbitration process and rules are described as follows:

7.3.4.1 Expedited Arbitration: If the parties have mutually agreed to proceed on the basis of Expedited Arbitration, then the parties will immediately meet to mutually agree on a local person to serve as the arbitrator. If the parties cannot agree on a local arbitrator, then the parties shall select an arbitrator in the same manner as provided for below for a Standard Arbitration. The hearing shall be informal with no formal rules of evidence. Each party is entitled to be represented if they wish. No briefs will be filed at the conclusion of the hearing. The case should be concluded in one day. There will be no formal record kept of the proceedings except by the arbitrator. The arbitrator may issue a bench decision at the conclusion of the hearing, but in no event shall the decision be issued within forty-eight hours of the conclusion of the hearing. The arbitrator's decision shall be based on the hearing proceedings and on the written explanation provided by either or both of the parties during the course of the hearing. The arbitrator's decision shall be final and binding on the parties. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing. No decision by an arbitrator in this expedited process shall be deemed to establish practice or any precedent for future proceedings. The fees for the arbitrator shall be born equally by both parties. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to substitute their judgement on a matter of condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition.

7.3.4.2 Standard Arbitration: If the parties have not mutually agreed to Expedited Arbitration as provided above, then the matter will be submitted for Standard Arbitration in conformity with the following paragraphs.

7.3.4.3 Standard Arbitration Selection: The parties will attempt to mutually agree on an arbitrator. If the parties are unable to agree then either party may request in writing a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Services (FMCS), limited to the Northwest subregion. The parties will flip a coin to decide who will strike the first name. Then the other party will strike a name and so forth. The remaining name shall serve as the arbitrator.

7.3.4.4 Standard Arbitrator's Authority: Hearings shall be kept informal and private, and shall include only such parties in interest, witnesses, and their designated representative. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to substitute their judgement on a matter of condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition.

7.3.4.5 Standard Arbitration Limitations: No arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the

execution date of this Agreement. In cases of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the arbitrator which shall allow any accruals prior to the date when such grievance shall have first been presented.

7.3.4.6 Standard Arbitration Expenses: The parties will equally split the expenses and costs of the arbitrator. Each party shall be solely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either part desires a record of the proceedings, the parties shall equally split the costs of such record (transcription, et cetera), and provide copies to each other and the arbitrator.

7.3.4.7 Standard Arbitration Award Status: The award of the arbitrator shall be final and binding upon the parties. However, if either party is dissatisfied with the decision of the arbitrator, they may within fourteen (14) calendar days of receipt of the arbitrator’s decision, appeal the decision by requesting a trial de novo of the issues contained in the grievance by the Walla Walla Superior Court.

7.3.4.8 Standard Non-Arbitral Response: In the event the arbitrator finds that it has no authority or power to rule in the case, the matter will be referred back to the parties without decision or recommendation on the merits of the case.

7.4 Grievance Time Limits: Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee or the Union to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time shall move the grievance to the next higher step.

## Article 8 – Wages

8.1 Wages: The base hourly wage for employees covered in this Agreement are provided in Article 8.3. Table 8.3.1 represents a 3.0% wage increase to the base wage effective the date of full execution of this Agreement. Table 8.3.2 represents a 1.0% wage increase effective January 1, 2021 at 12:01 AM. Table 8.3.3 represents a 1.0% wage increase effective January 1, 2022 at 12:01 AM.

8.2 Wage Schedule: The wage schedule will become effective upon the date of full execution of this Agreement.

8.3 General Wage Adjustment (GWA): The following tables contain the wage schedule for the employees covered in this Agreement. An employee is moved up to the next step annually from the date they began in the current classification covered by this Agreement. In general, an employee beginning as a Road Supervisor will be placed in Step 1 (Base Pay). However, management has the right and sole discretion to determine which introductory wage step to place a new or promoted Road Supervisor in.

| Table 8.3.1   |                |                  |                   |                   |                   |                   |                   |                   |
|---|----------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Road Supervisor Wage Schedule 2020 (Hourly)</b>                      |                |                  |                   |                   |                   |                   |                   |                   |
| (Effective on the date of full execution of this Agreement at 12:01 AM) |                |                  |                   |                   |                   |                   |                   |                   |
| Job Classification  | Step 1<br>base | Step 2<br>1 year | Step 3<br>2 years | Step 4<br>3 years | Step 5<br>4 years | Step 6<br>5 years | Step 7<br>6 years | Step 8<br>7 years |
| <b>FT Road Supervisor</b>   | \$25.10        | \$25.85          | \$26.64           | \$26.97           | \$27.85           | \$28.37           | \$28.86           | \$29.39           |

Table 8.3.2

| <b>Road Supervisor Wage Schedule 2021 (Hourly)</b><br>(Effective January 1, 2021 at 12:01 AM) |                    |                      |                       |                       |                       |                       |                       |                       |
|---|--------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Job Classification</b>   | <b>Step 1 base</b> | <b>Step 2 1 year</b> | <b>Step 3 2 years</b> | <b>Step 4 3 years</b> | <b>Step 5 4 years</b> | <b>Step 6 5 years</b> | <b>Step 7 6 years</b> | <b>Step 8 7 years</b> |
| <b>FT Road Supervisor</b>   | \$25.35            | \$26.11              | \$26.91               | \$27.24               | \$28.13               | \$28.65               | \$29.15               | \$29.63               |

Table 8.3.3

| <b>Road Supervisor Wage Schedule 2020 (Hourly)</b><br>(Effective January 1, 2022 at 12:01 AM) |                    |                      |                       |                       |                       |                       |                       |                       |
|---|--------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Job Classification</b>   | <b>Step 1 base</b> | <b>Step 2 1 year</b> | <b>Step 3 2 years</b> | <b>Step 4 3 years</b> | <b>Step 5 4 years</b> | <b>Step 6 5 years</b> | <b>Step 7 6 years</b> | <b>Step 8 7 years</b> |
| <b>FT Road Supervisor</b>   | \$25.60            | \$26.37              | \$27.18               | \$27.51               | \$28.41               | \$28.94               | \$29.44               | \$29.93               |

- 8.4 **Premium Wages:** Additional responsibilities that are assigned to a Road Supervisor outside of the normal scope of job duties may be eligible for premium wages in addition to their regular hourly rate of pay. Any duty that is eligible for premium pay is not considered a regular job duty for a Road Supervisor, and thus is eligible for assignment to any employee of Valley Transit irrespective of represented or non-represented status. While primary assignment may be offered to a fully qualified and trained Road Supervisor, so long as it does not incur overtime costs, the Employer is not obligated to do so, and may assign it to any other employee. No bargaining unit employee shall be laid off or have hours reduced as a direct result of the Employer's use of non-bargaining unit employees to perform these duties. Eligible premium wages are listed in the table below:

| <b>Table 8.4.1 Premium Wages</b>                              |  |                                    |   |               |    |               |    |             |    |
|---|--|------------------------------------|---|---------------|----|---------------|----|-------------|----|
| <b>Vanpool Coordinator</b>                                    | <p>\$0.75 per hour</p> <p>An employee is only eligible for this premium pay for actual hours worked on Vanpool projects, as assigned by management, and verified by a time tracking report.</p>  |                                    |   |               |    |               |    |             |    |
| <b>Spanish Fluency</b>  | <p>\$0.50 per hour</p> <p>Employees are only eligible for this premium pay if they pass the regularly scheduled language fluency test, as determined by the Employer, and subject to change from time to time.</p>   |                                    |   |               |    |               |    |             |    |
| <b>First Aid, CPR, and AED Training Class(es) Instruction</b> | <p>\$0.50 per hour</p> <p>Employees are only eligible for this premium pay if they are certified as a trainer, maintain their credentials, and only for hours delivering training classes as verified by a time tracking report.</p>   |                                    |   |               |    |               |    |             |    |
| <b>New Operator Training Class Instruction</b>                | <p>\$0.50 per hour</p> <p>Employees are only eligible for this premium pay if they have been trained to the Employer's satisfaction, and consistently receive positive feedback from their training classes. Only hours worked delivering the training classes, as verified by a time tracking report, will receive premium pay.</p>   |                                    |   |               |    |               |    |             |    |
| <b>Longevity Pay</b>  | <p>An employee is eligible for longevity pay for all compensable hours based on the employee's continuous employment with the Employer. The following premium rates shall apply to the employee's regular rate of pay, according to the following anniversaries to the employee's hire date:</p> <table border="1"> <thead> <tr> <th><b>Years of Continuous Service</b></th> <th><b>Premium Pay in Addition to the Regular Rate of Pay</b></th> </tr> </thead> <tbody> <tr> <td>10 through 14</td> <td>3%</td> </tr> <tr> <td>15 through 19</td> <td>3%</td> </tr> <tr> <td>20 and more</td> <td>3%</td> </tr> </tbody> </table> | <b>Years of Continuous Service</b> | <b>Premium Pay in Addition to the Regular Rate of Pay</b> | 10 through 14 | 3% | 15 through 19 | 3% | 20 and more | 3% |
| <b>Years of Continuous Service</b>                            | <b>Premium Pay in Addition to the Regular Rate of Pay</b>  |                                    |   |               |    |               |    |             |    |
| 10 through 14   | 3%   |                                    |   |               |    |               |    |             |    |
| 15 through 19   | 3%   |                                    |   |               |    |               |    |             |    |
| 20 and more   | 3%   |                                    |   |               |    |               |    |             |    |

- 8.5 Payroll Frequency: Employees shall ordinarily be paid every other Friday.
- 8.6 Payroll Direct Deposit: The Employer shall maintain agreements for direct deposit for employee payroll at the financial institution of their choosing.

### Article 9 – Hours of Work and Overtime

- 9.1 Work Week: The normal work week shall commence at 12:01 AM on Sunday, and end at 12:00 AM on Sunday.
- 9.2 Overtime: Effective in the payroll period following full execution of this Agreement, overtime shall be defined as authorized worked hours in excess of forty (40) hours in the regular work week as designated. All overtime pay shall be compensated at the rate of one-and-one-half of the employee's regular rate of pay. For the purpose of computing overtime, paid work hours shall be limited to authorized hours worked. Overtime shall be calculated on all time worked in excess of thirty-two (32) hours for weeks where the holiday occurs on a day in an employee's regular work week. When the holiday falls on a day outside of the employee's regular work week, the employee shall receive pay for the holiday, but those hours shall not be included in the overtime calculation. Overtime shall be compensated at the rate of one-and-one-half the employee's regular rate of pay. Authorized Union leave time will also be credited for the purpose of calculating overtime premiums, provided the Union representative was absent from their regularly schedule shift to meet with Valley Transit's management, at management's request. Valley Transit shall not pay for Union leave time.
- 9.3 Minimum Pay: The Employer will pay a minimum of two (2) hours at the applicable rate of pay whenever an employee is called in to report to work. The employee will be compensated for actual working time, but minimum pay shall not be paid for phone calls made to an off-duty employee. Minimum pay shall not be paid for hold-over assignments in which there was a break in duty of time of one (1) hour or less, excluding meal breaks. Hold-over assignments will be paid at the applicable rate for the actual time worked. Minimum call-in pay for safety meetings and/or trainings shall be one (1) hour. Employee attendance at safety meetings is mandatory; they will only be considered voluntary if the meeting occurs while the employee is on vacation. If an employee misses a safety meeting and/or training, they must reschedule to attend a make-up meeting.
- 9.4 No Pyramiding: Whenever two or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher applicable rate shall apply. Only longevity premiums or Spanish fluency premiums will be considered as part of the employees' base rate of pay for the purpose of computing overtime, holiday pay, floating holiday pay, sick leave, and vacation pay.
- 9.5 Unfilled Work: In any instance where work is unfilled by a bargaining unit employee, the work will be assigned to any qualified employee, including other represented or non-represented employees, at the Employer's discretion. No bargaining unit employee shall be laid off or have hours reduced as a direct result of the Employer's use of non-bargaining unit employees to perform this work.
- 9.6 Contracting Services: Valley Transit shall have the right to contract for Road Supervisor services when the service is outside of Valley Transit's regular Fixed Route operating hours, days of operation, or service area. No bargaining unit employees shall be laid off or have hours reduced as a direct result of the Employer's use of non-bargaining unit employees or contractors, to perform these duties.
- 9.7 Assignment of Unfilled Work: Road Supervisor work shall be assigned on the basis of classification seniority. If, upon the conclusion of a bid cycle, work remains unfilled it will be assigned in the following order to: (a) any available Part-time Assistant Road Supervisor; (b) any available Operator that is fully-

qualified to perform the work; (c) any Valley Transit employee that is fully-qualified to perform the work. The employee filling in for Road Supervisor work shall not displace an employee in another filled shift. If the two part-time Assistant Road Supervisor positions are not filled, prior to assigning the unfilled shift to a non-represented Valley Transit employee, the vacated job position will be posted. If they are unable to fill the open shift(s), the FT Road Supervisor with the lowest classification seniority, not on paid leave, will be required to take the shift(s). This is inclusive of new shifts created between shake-ups. No bargaining unit employees shall be laid off or have hours reduced as a direct result of the Employer's use of non-bargaining unit employees, or non-represented employees, to perform these duties.

## Article 10 – Sick and Compassionate Leave

- 10.1 Sick Leave Accrual: Regular full-time employees will accrue sick leave at a combined rate of 0.04615 per paid hour (0.025 per paid hour in accordance with the Washington Paid Sick Leave Law (WPSL), and 0.02115 per paid hour of Valley Transit Paid Sick Leave (VTPSL)). Sick leave accumulated in one (1) year may be carried over to succeeding years subject to limitation, see Valley Transit's Personnel Policies. Sick leave will not accrue during leaves of absence without pay, when in no-pay/stand-by status, or layoffs.

Temporary or seasonal employees accrue only WPSL at a rate of 0.025 per hour worked. WPSL accrued by a temporary or seasonal employee is not eligible for cash out or conversion upon separation. Temporary or seasonal employees shall accrue paid sick leave during the first three (3) months of service with the Employer, however, they may not use sick leave until the 90th day of employment. In no instance will an employee earn sick leave below the minimum WPSL rate of 0.025 per one (1) hour worked.

- 10.2 Sick Leave Uses: Sick leave shall be granted for the following qualifying reasons:

- 10.2.1 The employee's own illness, injury, or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventative medical care.
- 10.2.2 Enforced quarantine of the employee by a physician or public health official.
- 10.2.3 Disabilities of the employee caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
- 10.2.3 Medical and dental treatment of the employee. An employee may exercise their choice of leave (WPSL, VTPSL, floating holiday, or vacation). If sick leave is chosen without specifying which type is desired, WPSL leave shall be used prior to using VTPSL.
- 10.2.5 The employee's care for a family member with an illness, injury, or health condition; care for a family member who needs medical diagnosis, care or treatment; care for a family member who needs preventative medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or a child for whom the employee stands in loco parentis, is the legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to the employee when the employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling. Provided the Employer may require a physician's certificate to the family member's condition, as allowable per the Washington State Family Care Act and Washington Paid Sick Leave Rules, Chapters 296.128 WAC and 49.46 RCW.

10.2.6 An absence due to closure of Valley Transit’s offices by order of public official for any health-related reason, or where the employee’s child’s school or place of care is closed for such a reason.

10.2.7 Absences due to domestic violence/sexual assault/stalking under RCW 49.76.

10.3 Sick Leave Notification: When an employee is absent due to illness, they must notify the Employer one (1) hour before their report time, two (2) hours if possible. Except in the case of emergent mitigating circumstances, failure to report for work without having called in will be considered unexcused and may result in denial of sick leave pay and/or progressive discipline if supported by “just cause” and the Valley Transit Attendance Policy. The employee may be required to provide the employer with satisfactory verification for any absence of more than three (3) days in order to receive sick leave pay. The employee shall provide the employer with at least twenty-four (24) hours’ notice when requesting sick leave for scheduled doctor’s appointments and other non-emergent medical treatment.

10.4 Sick Leave Minimum: Absences for part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in amounts not less than one minute. Holidays and other regular days off shall not be charged against sick leave.

10.5 Probationary Employee Sick Leave: Probationary employees shall accrue paid sick leave during the first three (3) months of service with the Employer. Employees are eligible to use accrued paid sick leave beginning on the 90<sup>th</sup> day of employment.

10.6 Compassionate Leave: If a death occurs among members of an employee’s immediate family (father, mother, spouse, brother, sister, child, step-child, parent-in-law, step-parent, sibling-in-law, or grandchild), the employee shall be granted compassionate leave with pay for a maximum of five (5) days per occurrence. If additional days are needed, the employee may use their choice of accrued vacation or floating holiday leave, subject to the Employer’s approval process.

10.7 Sick Leave Buyout: The Employer agrees to establish a Voluntary Employee Beneficiary Association (VEBA) as an additional employee benefit. The VEBA shall be funded through the conversion of accrued sick leave and vacation leave.

10.7.1 Eligibility: If eligible, sick leave balances of regular employees may be converted to a VEBA contribution upon retirement. The VEBA contribution will be made at the full-value (1:1) and at the regular rate of pay, per the following percentages:

| <b>Accrued Sick Leave (Hours)</b> | <b>Death/Voluntary Separation Percentage of Accrued Leave</b> | <b>Retirement Percentage of Accrued Leave</b> |
|-----------------------------------|---|---|
| 0-180                             | 0%  | 0%  |
| 181-480                           | 25%   | 50%   |
| 481-960                           | 30%   | 60%   |

For example, a retiring employee with 200 hours of accrued sick leave is eligible to convert 50% of their bank (100 hours) at the regular rate of pay to contribute to their VEBA account.

10.7.3 VTPSL or vacation leave earned during the pay period that would otherwise be lost due to the caps or maximum leave accrual shall be converted to a VEBA contribution. The conversion rate for VTPSL leave shall be limited to thirty (30) percent of the employee’s regular rate of pay. The conversion rate for vacation leave shall be at 100 percent of the employee’s regular rate of pay.

- 10.8 Washington Paid Family Medical Leave Program: The Employer will comply with the Washington State Paid Family and Medical (PFML) law (Title 50A RCW) and supporting regulations, which establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits became available on January 1, 2020. The Employer will post required posters (once available from ESD) to educate employees about this new state benefit and may adopt personnel policies to provide employees with guidance on PFML. Consistent with State law, PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.
- 10.8.1 Payroll Deductions: The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. For the period ending December 31, 2020, premiums will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted by the state). Each year, consistent with the law, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five (45) percent of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A.10.030. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the terms of this Agreement, the Employer will modify payroll practices to reflect such statutory changes.
- 10.8.2 Eligibility: In order to be eligible for monetary benefits from ESD, and employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim. In order to be eligible for job protection, and employee must meet FMLA eligibility requirements (must have worked for the Employer for at least 12 months and have worked 1,250 hours in the last year). ESD will make eligibility determinations.
- 10.8.3 Leave Entitlement: Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave. An additional two weeks of leave may be available in the event the employee's leave involves complications related to her pregnancy. Medical leave may be taken due to the employee's own serious health condition. Family leave may be taken to care for a covered family member with a serious health condition; for bonding following the birth or placement of a new child within 12 months of bonding/placement; or for certain military exigencies. Details are available at [www.paidleave.wa.gov](http://www.paidleave.wa.gov).
- 10.8.4 Notification to the Employer: When applying to ESD, employees must also notify the Employer of the need for leave; employees should provide at least 30 days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable.
- 10.8.5 State PFML Benefits; Insurance: Employees must submit an application to ESD to obtain PFML benefits. The application to ESD must indicate that the employee notified the Employer of the need for leave; if such notification was not provided, ESD will deny PFML benefits for a period of time equal to the number of days the notice was insufficient. After receiving the employee's notice of the need for leave, the Employer will advise the employee whether the employee is eligible for job protection under the PFML or FMLA or both. If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to an eligible employee. The amount of the benefit is based on a statutory formula tied to an employee's average weekly wage and the Washington average weekly wage. The formula generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. Employees may not supplement State PFML benefits with accrued or other paid leave from the Employer and will not be eligible for PFML benefits if

receiving time loss benefits through the workers compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the Employer's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the Employer's policy and subject to any FMLA requirements requiring continuation of coverage.

### Article 11 – Vacation Leave

- 11.1 Vacation: Vacation leave for full-time employees accrues each pay period by dividing the total annual hours accrued by bracket shown in the table below by the twenty-six (26) pay periods each year. For example, an employee who accrues the equivalent of eight hours of leave each month, would earn 3.69 hours of leave each pay period (96 hours divided by 26 pay periods).

| Table 11.1.1                                   |   |                         |                      |              |                        |
|--|---|-------------------------|----------------------|--------------|------------------------|
| Months of Continuous Service from Date of Hire | Years of Continuous Service from Date of Hire | Pay Period Accrual Rate | Monthly Accrual Rate | Annual Hours | Equivalent 8-hour Days |
| 0-59   | 0-4   | 3.69                    | 8                    | 96           | 12                     |
| 60-119   | 5-9   | 5.19                    | 11.25                | 135          | 16.875                 |
| 120-179  | 10-14   | 5.89                    | 12.75                | 153          | 19.125                 |
| 180-239  | 15-19   | 6.23                    | 13.5                 | 162          | 20.25                  |
| 240-299  | 20-24   | 6.92                    | 15                   | 180          | 22.5                   |
| 300+   | 25+   | 7.39                    | 16                   | 192          | 24                     |

- 11.2 Probationary Vacation Leave: Newly hired probationary employees shall not be eligible to use paid vacation leave prior to completing six (6) months of continuous service. However, upon successful completion of a mid-probation review, they shall be credited for all vacation leave accrued from their date of hire and shall be eligible to use vacation leave subject to the Employer's vacation scheduling policies. This section shall not apply to employees serving a probation period as the result of a promotion.
- 11.3 Vacation Accrual Probation: Vacation accrued by full-time employees that have unpaid leave during a calendar month shall accrue at the following rates:

| Table 11.3.1         |                       |
|----------------------|-----------------------|
| Days of Unpaid Leave | Percentage of Accrual |
| 0-4                  | 100%                  |
| 5-9                  | 75%                   |
| 10-14                | 50%                   |
| 15-19                | 25%                   |
| 20+                  | 0%                    |

- 11.4 Maximum Vacation Accrual: Vacation leave may accrue up to a maximum of three hundred sixty (360) hours.
- 11.5 Vacation Scheduling: Road Supervisors will schedule a minimum of one (1) week long block of vacation during annual vacation scheduling to take place in December for the following year. This will be bid in seniority order, and only one week may be claimed by each Road Supervisor during each round of bidding. An employee taking a block of five (5) consecutive days will be allowed to request two (2)

additional days off, immediately preceding or following the block, with no additional vacation days charged. Holiday and vacation hours may be combined to meet this requirement. Regular paid holidays shall not count against vacation hours for the employee.

- 11.6 Vacation Approval: The Employer shall determine when vacation shall be taken by way of advance scheduling insofar as practical. If a person does not sign up by the end of their sign-up window, they may still sign up but may not bump an employee with less seniority who has already completed their sign-up. Two (2) Road Supervisors may take a weeklong block of vacation at one time. A day-at-a-time occurrence may be approved to allow two Road Supervisors to be off on the same day if sufficient coverage is available without creating an overtime situation, and if operationally permissible.
- 11.7 Vacation Buyout: Employees who have at least 120 hours of vacation leave in their accrual bank may elect to cash out up to forty (40) hours of vacation. The election to cash-out vacation occurs once per year and must be made by an employee during the pay period prior to the required one-week block referenced in 11.4.
- 11.8 Vacation Payoff: An employee who has successfully completed probation shall receive payment for any unused vacation leave remaining to their credit upon employment separation.
- 11.9 Day-At-A-Time Consecutive Use: Single vacation days are subject to approval by the Employer, based on the Employer's assessment of operational requirements, and require advance notice of at least twenty-four (24) hours. Any one or more consecutive days off of vacation, less than a forty (40) hour block for full-time employees, for which a vacation leave request has been received and approved twenty-four (24) hours in advance (to allow the employee's shift(s) to be filled) shall be considered as one-day-at-a-time vacation leave incident. All other vacation leave occurrences less than a forty (40) hour block for full-time employees shall constitute a single day-at-a-time for each day taken.

## Article 12 – Holidays

- 12.1 Holidays Specified: The following are paid holidays for all employees:
- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |
- 12.2 Holiday Pay Eligibility: Employees shall receive pay for the holiday provided they work, or are on approved paid leave, both of their regularly scheduled workdays immediately preceding the holiday, and their regularly scheduled workday immediately following the holiday. For the purpose of this article, paid leave shall be limited to paid vacation, paid sick leave, Paid Family Medical Leave (PFML), paid holiday hours, and floating holiday hours.
- 12.3 Holiday Pay Defined: Holiday pay shall be equal to the employee's regular rate of pay, plus any applicable longevity premiums, or Spanish language fluency, exclusive of overtime, based on the employee's regularly scheduled hours for the day.
- 12.4 Holidays Worked: Employees who work on any of the paid holidays designated in this Article shall receive their regular rate of pay including any longevity, Vanpool Coordinator (if applicable), or Spanish fluency premiums, exclusive of all other special or premium pay, for all time worked on the holiday in addition to the holiday pay. Employees who work on Christmas Day or New Year's Day shall receive one-and-one-half times their regular rate of pay for the hours worked.
- 12.5 Floating Holidays: In addition to the fixed holidays listed in article 12.1, each calendar year employees shall be entitled to three (3) floating holidays, with the accrual based on a formula of 24/2080 for each

hour paid. However, after four (4) years of service, full-time employees will be eligible for a fourth (4<sup>th</sup>) floating holiday, with the accrual based on a formula of 32/2080. Employees with floating holiday may use it as if it were vacation leave and subject to the vacation policies of the Employer. Employees will be allowed to carry over from one year to the next a maximum of twelve (12) hours of floating holiday leave.

- 12.6 Weekend Holidays: Whenever a regular paid holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a regular paid holiday falls on a Saturday, Friday shall be observed as the holiday. However, when the employee is required to work on a regular paid holiday that falls on a Saturday or Sunday, the day worked shall be treated as the holiday.

### Article 13 – Jury Duty and Witness Leave

- 13.1 An employee shall continue to receive their regular wages for any period of required service as a juror or as a witness in any judicial proceeding in which the Employer is either a defendant or plaintiff. All monies received for jury duty, excluding travel reimbursements, shall be surrendered to the Employer. Employees will report for work when less than a normal workday is required by such duties.

### Article 14 – Military Leave

- 14.1 Every employee who is a member of the National Guard or the Federal Reserve Military Unit of the United States shall be entitled to and shall be granted unpaid military leave of absence from such employment for a period not exceeding twenty-one (21) work days during each twelve-month period from October 1<sup>st</sup>, through September 30<sup>th</sup>. Military leave shall be granted in order that the person may take part in active military duty in such manner and at such time as they may be ordered to active duty. Such leave shall not cause an adjustment to the employee's classification or agency seniority.

### Article 15 – Seniority

- 15.1 Kinds of Seniority: The following kinds of seniority are recognized:
- 15.1.1 Agency Seniority: An employee's length of continuous service, including authorized leaves of absence, since the employee completed probation as a full-time or part-time employee.
- 15.1.2 Classification Seniority: An employee's aggregate service, including authorized leaves of absence, in a classification in which they have completed probation commencing upon their date of appointment to the classification.
- 15.2 Seniority Lists: The Employer will maintain a seniority list for all Road Supervisors.
- 15.3 Retention of Seniority: Employees moving out of the bargaining unit into a non-represented position will not accrue classification seniority after one (1) year.
- 15.4 Loss of Seniority: Seniority shall be terminated when an employee resigns, is discharged, or retires.

### Article 16 – Layoff and Recall

- 16.1 Layoff and Recall: It is Valley Transit's sole right to determine the need for a layoff and the affected classification(s).
- 16.2 Order of Layoff: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their classification seniority within the classification identified for layoff. In the event of a reduction in workforce, Road Supervisors may transfer to the Operator's unit using all classification seniority accrued as an Operator to determine placement.

- 16.3 Order of Recall: Employees shall be recalled back from layoff according to their seniority in classification from which they were laid off.
- 16.4 Failure to Respond to Recall: Employees on layoff who have been offered reemployment to the classification from which they had been laid off, and have declined or failed to report to work within fourteen (14) calendar days from the date of mailing of the notice of recall shall be removed from the recall list and shall be considered to have quit.
- 16.5 Recall List: It shall be the responsibility of the employee to keep the Employer informed of their current address, email address, and telephone number while they are on layoff or standby status. Notification of changes of address, email address, or telephone shall be provided to the Employer in writing within fifteen (15) calendar days of the effective date of such changes.
- 16.6 Termination of Recall Rights: Layoff or standby status shall expire after two (2) years. Road Supervisors have the option to immediately go back to the Operator's unit upon notice of impending layoff or Reduction in Force (RIF). The employee will maintain the seniority from their former position for two (2) years from the initial date of layoff, or from the date of reclassification. Placement into a lower classification, such as Operator, will be determined by classification seniority previously held in that position. Reclassification into a different classification or bargaining unit will still be subject to the accompanying layoff clauses.
- 16.7 Benefits Unavailable: Benefits shall not accrue during layoff.
- 16.8 Right to Layoff: Nothing in this Article, or any part of this Agreement, is intended to restrict the sole authority of the Employer to determine the financial or business necessity of service reductions, the form of the reduction, and the duration of the layoff.

## Article 17 – Employee Benefits

- 17.1 Medical and Dental Insurance: The Employer agrees to make available the State of Washington Public Employees Benefits Board's (PEBB) insurance plans offered to political subdivisions in Walla Walla are for Road Supervisors and their dependents, and to contribute toward the premiums for medical and dental insurance effective on the first month following the full execution of this agreement by both parties. The Employer's maximum monthly contribution cap shall increase to match that established for other Valley Transit employees on January 1, 2020. The future increase/decrease from one year to the next in the average monthly full-family premiums for all plans shall be used to adjust the Employer's monthly maximum cap. The Employer shall have sole responsibility for up to eight (8) percent of any increase over the prior year's full-family premium for all plans. The Employer and employee shall share equally the portion of any increase which exceeds (8) percent and is not greater than sixteen (16) percent. The employee shall have sole responsibility for the portion of any increase in the average full-family premium which exceeds sixteen (16) percent. This schedule will be followed for the duration of this Agreement, with changes to the Employer's contribution cap scheduled to take effect on January 1<sup>st</sup> of each year.
- 17.1.1 Pooling: Effective upon the full execution of this Agreement, the Road Supervisors will be added to the existing Valley Transit Medical Assistance Pool that assists represented and non-represented full-time employees with the purchase of medical insurance through PEBB. Medical savings are created when full-time employee medical premiums are less than the Employer's monthly maximum cap. These savings shall be placed in a pool and redistributed on a pro-rata basis to full-time employees whose medical premiums exceed the Employer's monthly maximum contribution cap. Assistance provided by the Medical Assistance Pool shall be

calculated on an annual basis after the completion of the open enrollment period. A ratio of medical-savings/full-time employee's-share-of-premiums shall be calculated once the open enrollment period is closed and the medical savings shall be redistributed using this ration. (for example: if the medical-savings/full-time employee's-share-of-premiums ratio is fifty (50) percent, full-time employees will receive fifty (\$.50) cents of medical assistance for each dollar they are required to contribute toward their medical insurance premiums.) Once the pooling ration has been set at the end of the open enrollment period, that ratio will remain fixed for the plan year which runs January 1st, through December 31st. Full-time employees and their dependents who are added or dropped from the medical plan during the year shall not impact the ratio of medical assistance provided for the year.

- 17.1.2 Proration: Employees who exhaust their FMLA protected leave and work intermittently during any following month, creating periods where the employee is on leave without pay, or are on any other type of unpaid leave for a non-medical reason, shall only receive the pro-rata share of the employer contributions toward their medical insurance for that month based on paid hour/hours of work available.
- 17.2 Life Insurance: The Employer shall provide a twenty-four thousand (\$24,000) dollar group life insurance policy benefit for each employee. The cost to the Employer of this benefit shall not exceed six (\$6) dollars per participating employee per month. Any cost in excess of this dollar amount shall be the sole responsibility of the employee paid through payroll deduction.
- 17.3 Retirement: All eligible employees shall be covered by the Washington State Public Employees Retirement System.
- 17.4 Deferred Compensation: All employees are eligible to join the State of Washington Department of Retirement System's Deferred Compensation Program (DCP). The Employer shall not be responsible for any matching contributions, administrative fees or losses on investments that may occur. All contributions to the DCP shall be at the employee's expense and made by way of payroll deduction. Employees who wish to participate in the DCP should contact the Human Resources Office or the Washington State Department of Retirement Systems.
- 17.5 Bus Pass: The Employer shall issue passes to all employees and their dependents which will be valid for free transportation on any bus in regular Fixed Route transit service.
- 17.6 Disability Insurance: The Employer shall include this bargaining unit in the facilitated ability to purchase short-term and/or long-term disability insurance through AFLAC already provided to Valley Transit employees. Payment for this insurance will be the sole responsibility of the employee, but the Employer will facilitate payment through payroll deduction.
- 17.7 Vision Reimbursement Plan: The Employer agrees to establish a vision reimbursement program. Employees eligible to participate in the PEBB medical plan, shall be eligible to receive up to two hundred (\$200) dollars during the term of this Agreement. Payments shall be made on a reimbursement basis and limited to the purchase of vision hardware, including non-prescription sunglasses.
- 17.8 CDL Physical: Valley Transit shall reimburse an employee's out-of-pocket expense for Commercial Driver's License (CDL) physical to a maximum of \$250 for the duration of this Agreement.
- 17.9 Employee Assistance Program (EAP): Valley Transit agrees to include this bargaining unit in the existing purchase of DES's basic EAP service. Any additional costs associate with recommended medical treatment or counselling may be obtained as provided through the employer's PEBB medical plans.

## Article 18 – Uniforms and Equipment

- 18.1 Uniforms and Equipment: The Employer shall provide uniforms for all employees and shall provide replacements for worn or damaged uniform items; provided such damage is not the result of employee abuse.
- 18.2 Authority: The Employer retains final authority in the determination of the regulation uniform.
- 18.3 Condition: Employees shall wear the regulation uniform on duty and shall maintain the uniform in a neat and clean condition.
- 18.4 Uniform Inventory: The regulation uniform shall consist of the following:
- |            |                   |            |
|------------|-------------------|------------|
| Jacket 1   | Light Jacket      | (Optional) |
| Vest 1     | Rain Jacket       | (Optional) |
| Shirts 5   | Summer Trousers 2 |            |
| Trousers 3 |                   |            |
- Any additional uniform shirts and trousers shall be made available at the employee's expense.
- 18.5 Hats: The Employer shall provide each new hire employee one baseball style cap with the Valley Transit logo upon successful completion of the new employee training/certification class. Upon request, the Employer will provide one replacement hat per year.
- 18.6 Uniform Committee: The Employer will establish a uniform committee to provide non-binding and non-grievable (not subject to Article 7 – Grievance Procedure) employee recommendations regarding the uniform selection process.
- 18.7 Reimbursement: The Employer shall provide limited reimbursement for uniform shoes to employees upon hire. Reimbursement shall be limited to a total of one-hundred-and-sixty (\$160) dollars during the term of this Agreement for employees. Under no circumstances, shall the Employer reimburse an employee for more than \$160 for the term of this Agreement (e.g., if an Operator receives \$160 in 2020 and then promotes to a Road Supervisor, they will not be eligible for a second reimbursement (up to \$160) for the term of this Agreement).

## Article 19 – Discipline

- 19.1 Discipline for Cause: An employee who has completed their probationary period may be suspended without pay or dismissed for cause. Only disciplinary action involving suspensions without pay or dismissal shall be subject to the grievance provisions of this Agreement. If discipline advances to a suspension without pay or dismissal, the employee will be given notice and offered a pre-disciplinary hearing; it is the employee's responsibility to notify the Union.
- 19.2 Probationary Periods: All new-hire employees shall serve a probationary period consisting of a period of twelve (12) months, commencing upon the initial date of hire, during which time the employee is ineligible for certain benefits and privileges in this Agreement. Employees who have been promoted shall serve a probationary period of three (3) months. A probationary employee may be suspended without pay or dismissed within that period with no appeal of the suspension or dismissal.

## Article 20 – Savings

- 21.1 Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining

parts or portions of this Agreement shall remain in full force and effect. Both parties agree to attempt to renegotiate only such invalidations to a form acceptable to both parties.

## Article 21 – Attendance

21.1 General Attendance: Regular attendance by every employee is critical to the ability of Valley Transit to provide dependable and safe transportation to our customers. Employees who are unable to report to work on a regular basis causes other employees to carry an additional burden, which may take the form of stress, overtime, or inability to complete previously scheduled work. The following attendance policy has been developed in order to assure employees are given an opportunity to correct a poor attendance pattern and maintain their employment with Valley Transit.

21.1.1 Attendance Discipline: The parties agree and understand that regular attendance is a minimum and essential job requirement. For attendance issues, Valley Transit subscribes to the principles of progressive discipline, with the primary focus of any discipline being on the facts and severity of the underlying attendance problem(s). In other words, Valley Transit will generally initiate discipline with a verbal warning to correct attendance issues. If progressive discipline related to attendance issues advances to a written warning or higher, the employee will be given notice and offered a pre-disciplinary hearing; it is the employee's responsibility to notify the Union. If an employee's attendance does not improve, Valley Transit will impose gradually more severe disciplinary action, up to and including dismissal from employment, unless otherwise prohibited by state or federal law. When there is a serious violation of the attendance policy, Valley Transit's discipline may fall outside of progressive discipline principles, and severe discipline may be issued.

21.1.2 Mitigating Circumstances: Valley Transit realizes that there may be mitigating circumstances that may justify an exception to discipline. Valley Transit will attempt to accommodate employees who are experiencing a catastrophic illness or other mitigating circumstances when those circumstances are responsible for the attendance issues in question (e.g.; if an employee left for work timely, and a vehicular accident prevented them from reaching the facility in a timely manner).

Employees must submit requests for such exceptions to their supervisors as soon as they are aware of the circumstance in order to avoid being subject to discipline. Requests involving mitigating circumstances submitted after a pre-disciplinary hearing, will not be considered. Requests for exceptions will be handled on a case-by-case basis.

21.2 Late Reports: Employees are required to report to work on time. For the purposes of this policy, the correct and official time is displayed on the wall clock in the Operations break room. An employee is not effectively checked-in until they have initialed the Road Supervisor Sign-in Sheet, and the Operation Supervisor is aware the road Supervisor has reported for work. Employees should also note their sign-in time on their card for payroll tracking purposes. Reporting for work more than sixty (60) seconds past the assigned time shall constitute a late report. If the employee has not reported for work, staff will try to contact them. If the employee can be contacted, and confirm they are on their way, a relief Road Supervisor will not be called in. This event will remain a late report. If the employee cannot be contacted, their shift will be reassigned for the day. This will then be treated as an unexcused absence.

21.2.1 Discipline Schedule: The following disciplinary schedule for a late report is applicable to the last twelve (12) month period from the most recent late report offense:

|                   |                                  |
|-------------------|----------------------------------|
| A. First Offense  | Verbal reprimand                 |
| B. Second Offense | Written reprimand                |
| C. Third Offense  | One-day suspension without pay   |
| D. Fourth Offense | Three-day suspension without pay |
| E. Fifth Offense  | Five-day suspension without pay  |
| F. Sixth Offense  | Discharge                        |

Employees who would otherwise receive a fourth suspension in an eighteen (18) month period, per the progressive discipline schedule listed above, shall be discharged. An employee who has received a suspension under both the late report policy, and the unexcused absence policy, or would be receiving their sixth attendance reprimand in total, shall be discharged.

21.3 Unexcused Absences: Employees failing to report to work when scheduled, or failing to report to a mandatory meeting, will be considered unexcused. Any absence that would constitute an unapproved leave without pay will be considered unexcused.

21.3.1 Disciplinary Schedule: The following disciplinary schedule for unexcused absences is applicable to the last twelve (12) month period from the most recent occurrence:

|                   |                                  |
|-------------------|----------------------------------|
| A. First Offense  | Verbal reprimand                 |
| B. Second Offense | Written reprimand                |
| C. Third Offense  | Three-day suspension without pay |
| D. Fourth Offense | Five-day suspension without pay  |
| E. Fifth Offense  | Discharge                        |

21.4 No-Call/No-Show Absences: Employees who fail to call in or report to work will be considered to have performed a No-Call/No-Show absence and will automatically result in a one-day suspension without pay, and a written reprimand.

21.4.1 In addition to being an unexcused absence, employees who fail to call in or report to work for three (3) consecutive days shall be considered to have abandoned their job and will be discharged.

21.4.2 Employees who would otherwise receive a third suspension in an eighteen (18) month period per the progressive discipline schedule listed above, shall be discharged.

21.4.3 The Employer may revise the above schedule of discipline based on the Employer's assessment of whether or not mitigating circumstances exist. Such revisions to the discipline schedule shall not constitute a grievable action and/or basis for complaint by the Union or other employees regarding disparate and/or discriminatory application of these policies.

Article 22 – Entire Agreement

- 22.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.
22.2 The parties acknowledge that during the 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 appropriate for 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer’s discretion and control.
22.3 All of the appendices shall constitute terms and conditions of this Agreement.

Article 23 – Duration

- 23.1 Duration: This Agreement shall be effective from the date of full execution of this Agreement, except as otherwise indicated in this Agreement, and shall remain in full force and effect through December 31, 2022.

VALLEY TRANSIT

AMALGAMATED TRANSIT UNION, LOCAL 757

Heather Schermann
Chair, Board of Directors
Date

Shirley Block
Local President
Date

Angie Peters
General Manager
Date

Mark Brotherton
Union Liaison Officer
Date

Attest: Clerk of the Board
Date

Fred Behringer
Shop Steward
Date

## Appendix A – Substance Abuse Policy

(Underlined text show locally adopted language under the employer's authority that is above the minimums established by the FTA)

### 10.1 POLICY STATEMENT

Valley Transit performs a vital public service for our community. To ensure this service is delivered safely, we are dedicated to providing and maintaining a drug and alcohol-free working environment in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employees Testing Act of 1991. It is Valley Transit's policy to:

- Assure that employees have the ability to perform assigned duties in a safe, healthy and productive manner;
- Create a workplace free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful distribution, possession or use of controlled substances.

Valley Transit cares about the health and wellbeing of its employees. We urge anyone who believes they are having an alcohol or chemical dependency problem to seek treatment before their job performance and employment is endangered. The Chemical Dependency Hotline number is 1-800-577-4393.

#### A. PURPOSE

The purpose of this policy is to assure employee fitness for duty and to protect our employees, passengers and the public from risks posed by worker misuse of alcohol and abuse of drugs. This policy is intended to comply with all applicable federal regulations governing workplace alcohol and drug abuse in the transit industry. Regulations issued under 49 CFR Part 655, as amended and 49 CFR Part 40, as amended by the U.S. Department of Transportation and the Federal Transit Administration mandate urine drug testing and evidential breath alcohol testing for safety-sensitive positions. This policy sets forth the Valley Transit substance abuse program and the testing and reporting guidelines for safety-sensitive employees as required by those regulations. This policy also sets forth additional guidelines based on Valley Transit's independent authority for all employees. These additional provisions under Valley Transit's authority are identified throughout this policy by underlined text. Any drug and alcohol testing done under the employer's sole authority will be conducted using non-federal authority, on non-DOT specific forms.

Copies of this policy will be given to safety-sensitive and non-safety sensitive employees during new employee orientation. Employees will be kept apprised of changes and clarifications through periodic memos. Revised policies will be distributed, and receipt certified by safety-sensitive employees. Copies of this Substance Abuse Policy will be available at Human Resources.

#### B. EFFECTS OF DRUG USE AND ALCOHOL MISUSE

The cost of substance misuse/abuse is devastating to society, the workplace, the family, and individuals. Two-thirds of all homicides are committed by people who used drugs or alcohol prior to the crime. Two-thirds of all Americans will be involved in an alcohol-related accident during their lifetimes. The medical costs of illness related to substance misuse/abuse are staggering. Each year 30,000 people die due to alcohol-caused liver disease. Another 10,000 die due to alcohol induced brain disease or suicide.

Symptoms of substance abuse problems include: tardiness, alcohol odor on breath, overreaction to real or imagined criticism, complaints from clients or co-workers, avoidance of associates, lowered job efficiency, confusion, difficulty in concentration, accidents on the job, absenteeism, leaving work early, excessive sick leave, frequent unscheduled short-term absences, and higher absentee rate compared to other workers.

Besides the human costs described above, substance-abusing employees create business costs and legal liabilities for their employers. These costs include:

- Direct and measurable costs, such as the additional health care benefits claimed by substance abusers.
- Less tangible and difficult to measure costs, such as the negative impact on employee morale or the diminished creativity of substance abusing individuals.
- Potential costs or “liabilities” such as a lawsuit filed by an injured party after an accident caused by the impaired employee.

These costs arise because of the effects of substance abuse in many areas including:

|                      |  |                               |
|----------------------|--|-------------------------------|
| • Employee Health    |  | • Community Relations         |
| • Intoxication       |  | • Neurologic and Liver Damage |
| • Productivity       |  | • Fetal Alcohol Syndrome      |
| • Sensory Alteration |  | • Employee Morale             |
| • Decision-Making    |  | • Dependence                  |
| • Anxiety Reduction  |  | • Safety                      |
| • Security           |  |                               |
| • Toxic Psychosis    |  |                               |

This Substance Abuse Policy includes several components for prevention and intervention. To promote a drug free workplace and comply with FTA regulations, Valley Transit provides supervisory and employee education and contracts for EAP (Employee Assistance Program) and SAP (Substance Abuse Professional) services that provide employees access to professionals in addressing substance abuse.

### C. APPLICABILITY

This policy applies to all Valley Transit employees: full-time, part-time, contract employees and contractors when they are on Valley Transit property or when performing Valley Transit-related business off property. This policy also applies to individuals who apply for employment with Valley Transit. Employees who perform safety-sensitive functions, or contractors performing safety-sensitive functions for Valley Transit, will be subject to the specific requirements of federal regulations and subsequent amendments to 49 CFR Part 40, published December 11, 2000 and as amended thereafter, and 49 CFR Part 655 published August 9, 2001 and as amended thereafter, issued pursuant to the Omnibus Transportation Employee Testing Act of 1991. Participation in the federally mandated testing program is a condition of performing safety-sensitive functions.

A safety-sensitive function is any duty related to the safe operation of mass transit service as defined in 49 CFR Part 655, including:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
- Controlling the dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle, or equipment used in revenue service including times when not in revenue service;
- Carrying a firearm for security purposes. A list of safety-sensitive positions is attached.

## D. PROHIBITED SUBSTANCES

"Prohibited drugs" include cocaine, marijuana, amphetamines, opioids, phencyclidine (PCP), and any other substance recognized as a controlled substance in 49 CFR Part 40 or 49 CFR Part 655 as amended. "Prohibited drugs" includes use of or impairment by any illegal drug, misuse of legally prescribed or over-the-counter drugs, and illegally obtained prescription drugs.

"Alcohol" includes the intoxicating agent in alcohol beverage, ethyl alcohol, and other low molecular weight alcohol including methyl and isopropyl alcohol. The use of any beverage or mixture, including any medication, containing alcohol during or prior to performing a safety-sensitive function is prohibited.

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, the use of any substance which carries a warning label indicating that mental functioning, motor skills, or judgment will be adversely affected MUST be reported to their department head or Human Resources prior to performing safety-sensitive duties. It is the responsibility of employees to remove themselves from service if they are experiencing any adverse effects from medication that could impair their performance of essential job functions. Legally prescribed drugs must include documentation of the patient's name, the substance name, the quantity to be taken and the period of authorization.

## E. PROHIBITED CONDUCT

In compliance with the Drug Free Workplace Act of 1988 employees are absolutely prohibited from using, manufacturing, dispensing, or distributing prohibited drugs in the workplace or while on duty. Employees are also absolutely prohibited from possessing or being impaired by alcohol or prohibited drugs when reporting for duty, while on duty, or when on Valley Transit's premises. Such behavior constitutes a threat to the health, safety and security of themselves, their fellow employees, passengers and other members of the public. Therefore, employees must not report for work or continue working under these circumstances.

Employees who are reasonably suspected of not being fit for duty due to drug or alcohol use shall be suspended from job duties with pay pending an investigation. Employees who fail to pass a drug or alcohol test shall be removed from duty immediately and subject to disciplinary action, up to and including discharge.

**DRUG USE:** The use of illegal drugs as identified in Section D is prohibited at all times.

**ALCOHOL USE:** No safety-sensitive employee shall report for duty within four hours of using alcohol, use alcohol while performing safety-sensitive duties, or use alcohol while subject to being on call. In addition, unless the employee's contribution to the accident can be completely discounted, employees involved in an accident as defined by the FTA regulations shall abstain from alcohol consumption until he or she has been tested or until eight hours has elapsed. All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater. A positive alcohol test is defined under this policy as a blood alcohol concentration of 0.02 or greater on an evidentiary breath-testing device.

## F. COMPLIANCE WITH TESTING

Safety-sensitive employees who refuse to comply with a request for drug and/or alcohol testing under the circumstances defined in Section II.C. Types of Testing, shall be removed from duty immediately under FTA authority. Non-safety-sensitive employees under the same circumstances will be removed

from duty immediately under Valley Transit authority. Refusal to comply with a request for testing includes:

1. Failure to appear for any test (except for pre-employment) within a reasonable time, as determined by the Employer;
2. Failure to remain at the testing site until the testing process is complete;
3. Failure to provide a breath sample or urine specimen for any required breath or drug test;
4. Failure to permit the observation or monitoring of the specimen collection when required to do so;
5. Failure to provide a sufficient amount of urine or breath specimens when directed and there is no adequate medical explanation for the failure;
6. Failure to take a second test when directed to do so by the Employer or collector;
7. Failure to undergo within five days a medical examination by a licensed physician acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen when directed to do so by the MRO or employer;
8. Failure to cooperate with any part of the testing process (e.g. refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, failure to wash hands after being directed to do so by the collector, or refusal to sign the test);
9. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
10. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
11. Admit to the collector or MRO that you adulterated or substituted the specimen;
12. The MRO reports that you have a verified adulterated or substituted test result. such refusals will be treated as a positive test, with the employee subject to discharge. The employee will be referred to a Substance Abuse Professional for evaluation. Referrals do not preclude the employee from being subject to discharge.

For pre-employment, it is not refusal if:

- a. The employee/applicant fails to appear for a test.
- b. The employee/applicant fails to remain at the collection site prior to commencement of test, and
- c. The employee/applicant aborts the collection before the test commences.

## **G. TESTING FOR PROHIBITED SUBSTANCES**

Under FTA authority, all safety-sensitive employees and applicants for safety-sensitive positions with Valley Transit will be subject to testing under the following circumstances; (1) prior to employment, (2) reasonable suspicion, (3) prior to return to duty after failing a test or upon the completion of substance abuse treatment, (4) on a random, unannounced basis, and (5) following an accident as defined in Section II.C.3

## **H. CONFIDENTIALITY**

Valley Transit will carry out this policy in a manner that respects the dignity and confidentiality of those involved. Confidentiality is maintained throughout the drug/alcohol testing process from notification of the request to test, to collection of the required specimens, to notification of results.

### **1. Maintenance of Records**

The Human Resources Department will maintain records of results in the strictest of confidence in a locked file cabinet separate from the official personnel file. In cases where disciplinary action results from a positive test, such information is shared only with those in a supervisory or union capacity directly involved in the disciplinary decisions related to the test result.

### **2. Release of Records**

Testing records and results will be released only to those authorized by the FTA rules to receive such information or as required by law. This includes:

- a. The employee, if requested in writing;
- b. The National Traffic Safety Board (NTSB), if they are investigating an accident;
- c. Certain legal proceedings on behalf of the employee and arising from the result of a drug or alcohol test administered under FTA rules, including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee;
- d. A court of competent jurisdiction or the decision-maker in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, if the court determines that the drug or alcohol test information is relevant to the case and issues an order directing the Employer to produce the information. In such a proceeding, the information will be released only with a binding stipulation that the decision-maker to whom it is released will make it available only to parties to the proceeding;
- e. DOT agency or State Oversight Agency authorized by the DOT;
- f. Other DOT employers when a current or former employee is an applicant for a safety-sensitive position within two years of their Valley Transit employment;
- g. Subsequent employers, if requested in writing by the employee;
- h. Other identified persons as requested in writing by the employee.

3. Reporting to Washington State Department of Licensing (RCW 46.25)

In accordance with the provisions of RCW 46.25, Valley Transit shall report positive drug test results and refusals to test of current CDL holders for tests conducted under the authority of the FTA regulations 49 CFR Part 655 to the Washington State Department of Licensing under the following circumstances:

- a. An employee is terminated or resigns;
- b. An employee has exhausted all grievance processes up to, but not including, arbitration;
- c. An employee has not been cleared to return to performing safety sensitive functions.

Also, in accordance with this regulatory requirement, Valley Transit's MRO shall report all positive pre-employment drug test results or refusals to test for current CDL holders to DOL after consultation with Valley Transit's Drug and Alcohol Program Manager to confirm applicability of the regulation.

Individuals whose positive test results or refusals to test are reported to DOL will be subject to the consequences outlined in the RCW.

## I. METHODOLOGY

Testing will be conducted in a manner to assure a high degree of accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services as called for in the federal regulations. Both alcohol and drug testing will be conducted in an environment that affords maximum privacy as described in 49 CFR Parts 40 or 49 CFR Part 655 as amended.

Specimen collection for urine drug testing will occur at a collection site designated by Valley Transit. Collection will be conducted according to procedures outlined in 49 CFR Part 40 and 49 CFR Part 655 as amended.

1. Analytical urine testing will be conducted at a DHHS certified laboratory for marijuana, cocaine, opioids, amphetamines, phencyclidine and any other substance recognized as a controlled substance in 49 CFR Part 40 or 49 CFR Part 655 as amended. An initial drug screen will be conducted on each specimen after a split sample is provided to the laboratory. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry will be performed. A positive test result, at or above the minimum thresholds set forth by federal regulations in 49 CFR Part 40 or 49 CFR Part 655 as amended and verified by the MRO, will be considered a violation of this policy and will constitute a failure to pass a drug test. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

Tests for alcohol concentration will be conducted using National Highway Traffic Safety Administration (NHTSA) approved evidential breath-testing devices operated by breath alcohol technicians trained to proficiency on the particular EBT they are using. Equipment

will be maintained according to the quality assurance plan developed for the particular piece of equipment. The collection process will be conducted according to procedures set forth in 49 CFR Part 40 Subpart J-N. A US Department of Transportation Breath Alcohol Testing Form will be completed with each collection. In accordance with the regulations an employee who tests at 0.02 or above will be retested within 15 to 30 minutes of the first test. This second test is considered a confirmatory test. A confirmed alcohol concentration of 0.02 or greater will be considered a positive alcohol test, a violation of this policy, and will constitute a failure to pass an alcohol test. Under Valley Transit's authority a confirmatory test will also be conducted for BAC readings above 0.00 and below 0.02. Confirmed results in this range will not be considered a violation of the policy, but the employee will be counseled by his or her immediate supervisor. Testing done under the employer's sole authority will be conducting using non-federal authority, on non-DOT forms. In the event an employee is unable to provide an adequate breath sample, within five days, the employee must seek an evaluation from a licensed physician acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient breath sample to determine if there is a reasonable explanation for the employee's inability to provide an adequate amount of breath. If the physician determines there is no reasonable explanation, the employee's inability will be recorded as a refusal to take the test and a violation of this policy.

2. An employee who tests positive for drugs or alcohol (BAC at or above 0.04) will be removed immediately from safety-sensitive job duties and informed about educational and rehabilitation programs available and referred to a Substance Abuse Professional (SAP). The SAP will evaluate the employee to determine what assistance, the employee needs in resolving problems associated with substance abuse. The SAP must make a recommendation for education or treatment for every referred individual who has violated a DOT drug and alcohol regulation. Assessment by a SAP does not protect an employee from disciplinary action or guarantee employment. A positive drug or alcohol test will result in disciplinary action up to and including discharge as outlined in the Discipline section of this policy.

## J. TYPES OF TESTING

### 1. PRE-EMPLOYMENT/PRE-TRANSFER TESTING (49 CFR Part 655.41)

Applicants for all safety-sensitive positions shall undergo urine drug and breath alcohol testing prior to employment. Receipt by the agency of verified negative test results is required prior to performance of safety-sensitive functions and failure to pass will disqualify an applicant.

Employees transferring from a non-safety-sensitive to a safety-sensitive position shall undergo urine drug and breath alcohol testing prior to appointment to the new position. Test results must be negative in order for the appointment to take place.

If a pre-employment drug test is cancelled or the results are negative dilute, the applicant will be required to complete another DOT test with a verified negative result in order for the appointment to a safety-sensitive position to occur. Applicants who have failed a DOT drug and/or alcohol test for a previous DOT covered employer, must provide proof of a referral to an SAP, a substance abuse evaluation, and successful completion of the prescribed rehabilitation program prior to appointment to the safety-sensitive position.

Covered employees who have not performed safety-sensitive functions for 90 consecutive calendar days, regardless of the reason, and have not been in the random pool, shall undergo pre-employment drug and alcohol testing prior to returning to performing safety-sensitive work. The results must be verified negative.

## 2. REASONABLE SUSPICION TESTING (49 CFR Part 655.43)

Under FTA authority covered employees may be subject to fitness for duty evaluation including reasonable suspicion drug testing any time while on duty and reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions or while in the workplace.

A referral for testing will be made on the basis of objective facts and circumstances which will be documented. Supervisory personnel who are trained to detect signs and symptoms of drug and alcohol use will make such referrals. Employees in safety-sensitive positions will be tested for on or off-duty drug or alcohol use when there is reasonable suspicion of on-duty impairment supported by (1) specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or bodily odors of the covered employee; (2) a pattern of abnormal conduct or erratic behavior; (3) arrest or conviction for a drug-related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking; (4) information provided either by reliable and creditable sources or independently corroborated; or (5) newly discovered evidence that the employee has tampered with a previous drug test. Safety-sensitive employees will be removed immediately from performing safety-sensitive functions and subject to discipline as outlined in Section V. Discipline of this policy.

Non-safety-sensitive employees are also subject to a fitness for duty evaluation including drug and alcohol testing in these same circumstances under Valley Transit authority.

Non-safety-sensitive employees who are reasonably suspected of not being fit for duty due to drug or alcohol use shall be suspended from job duties with pay pending the outcome of an investigation. Such employees who fail to pass a drug or alcohol test shall also be subject to disciplinary action, up to and including discharge. Testing done under the employer's sole authority will be conducted using non-federal authority, on non-DOT forms.

## 3. POST-ACCIDENT TESTING (49 CFR 655.44)

### a. Accident:

The occurrence associated with the operation of a vehicle, if as a result:

1. An individual die; or
2. An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
3. With respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
4. With respect to an occurrence in which the mass transit vehicle is a rail car, trolley car, trolley bus, or vessel, the mass transit vehicle is removed from operation.

b. Fatal Accident:

As soon as practicable following an accident involving the loss of human life, and regardless of fault, each surviving employee performing safety-sensitive functions in the transit vehicle at the time of the accident, and any other covered employee whose performance could have contributed to the accident (as determined by Valley Transit using the best information available at the time of the decision), shall be tested for alcohol and prohibited drugs.

c. Non-Fatal Accidents:

As soon as practicable following an accident not involving the loss of human life in which a transit vehicle is involved, each employee performing safety-sensitive functions in the transit vehicle at the time of the accident shall be tested for alcohol and prohibited substances unless Valley Transit determines using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other employee whose performance could have contributed to the accident (as determined by Valley Transit using the best information available at the time of the decision) shall also be tested for alcohol and prohibited substances. If an alcohol test required by this section is not administered within 2 hours following the accident, Valley Transit shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within 8 hours following the accident, the Employer shall cease attempts to administer an alcohol test and shall maintain records on why the test was not performed. Likewise, if a drug test has not been performed within 32 hours, the Employer must cease attempts to conduct the drug test and document why the test was not administered.

d. Citation issued:

As soon as practicable following an accident that results in a citation being issued under state or local law to a Valley Transit employee, the employee shall be tested for alcohol and prohibited drugs. Testing done under the employer's sole authority will be conducted using non-federal authority, on non-DOT forms.

If a post-accident drug test is not administered within 32 hours of the accident, the supervisor shall cease attempts to have the drug test administered and prepare and maintain on file a record stating the reasons the test was not done within 32 hours.

If a post-accident alcohol test is not administered within two (2) hours following an accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not properly administered. If a test is not administered within eight (8) hours after the accident, the supervisor shall cease attempts to have the alcohol test administered and prepare and maintain on file a record stating the reasons the test was not done within eight (8) hours.

Employees involved in an accident shall abstain from alcohol consumption until they have been tested or until 8 hours has elapsed, whichever occurs first.

Employees subject to post-accident testing must remain readily available for testing, including notifying Valley Transit of their location if they leave the scene of the accident prior to submission to a test. Failure to remain readily available will be deemed

a refusal to submit to testing and will subject the employee to discipline, up to and including discharge. Nothing in this section prohibits an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care for the injured.

At Valley Transit's option, the employee may be required to stand down until test results are available, the following workday, or a minimum of eight (8) hours.

Non safety-sensitive employees are subject to being tested for alcohol and prohibited drugs following work-related vehicle accidents when there is reasonable suspicion that drug or alcohol use may be a factor in the accident.

#### 4. RANDOM TESTING (49 CFR Part 655.45)

Employees in safety-sensitive positions will be subject to random, unannounced testing. Selection of employees for random testing shall be made by a scientifically valid, computer based, random number generator that is matched to the employee's social security number. All covered employees will have an equal chance of being tested each time a selection is made. Testing will be continuous throughout the year and conducted on all days and hours during which Valley Transit is in operation. Each year Valley Transit will conduct the number of tests required to meet the established federal minimum rates for drug and alcohol. These percentage rates are subject to change by direction of the Federal Transit Administration.

Random drug and alcohol testing will be unannounced and unpredictable. Employees selected for testing will receive a Letter of Notification and will report immediately to the appropriate testing site. Alcohol testing will only occur while the employee is performing safety-sensitive functions, just prior to performing such functions or just after an employee has completed performing such functions. Drug testing will occur anytime while that employee is on duty.

#### 5. RETURN TO DUTY TESTING (49 CFR Part 655.46)

Under FTA authority safety-sensitive employees who previously tested positive on a drug or alcohol test or who refused to submit to a test and who, under the discipline policy are allowed to return to work, will be subject to testing for either drugs or alcohol or both prior to being released for duty by a Substance Abuse Professional. Test results must be negative. This same provision holds true for non-safety-sensitive employees under Valley Transit authority. Testing done under the employer's sole authority will be conducted using non-federal authority, on non-DOT forms.

#### 6. FOLLOW-UP TESTING (49 CFR Part 655.47)

Employees who are allowed to return to work following a violation of this policy will be required to undergo frequent random drug and/or alcohol testing during the period of their re-entry with a minimum of six randomly scheduled tests during the first twelve months following their return. The Substance Abuse Professional will recommend the frequency and duration of the testing. (See Discipline section.)

### **K. RETESTS AND OBSERVED TESTS**

Employees who have a verified positive drug test result or a test refusal due to adulteration or substitution may request a test of their split specimen within 72 hours of notification, as all specimens are split, and the non-tested portion is stored for a period of time. The procedure for

requesting this test may be obtained from a designated employer representative. Employees do not have access to a test of their split specimen following an invalid result.

There are certain situations that may require the employee to provide, at the collection site, another urine or breath sample, i.e. when insufficient volume or breath provides an inadequate sample, or the technician has reason to suspect tampering with the specimen. Under the latter circumstances, a second collection will be under observed conditions.

Under DOT authority (49 CFR Part 40.67 & 40.197) when Valley Transit receives a report from its Medical Review Officer that the lab has reported a negative dilute test result with a creatinine level of 2 mg/dL or above but less than or equal to 5 mg/dL, that employee will be directed to undergo a recollection under direct observation. If the employee is on duty at the time of the report, they will be removed immediately from performing safety sensitive functions and directed to report to the collection site for the observed recollection. If the employee is not on duty when the report is received, they will be directed to report immediately to Valley Transit's collection site for the recollection when they next report for duty. The result of this recollection test will be the result of record for reporting and disciplinary purposes. When Valley Transit receives an MRO determination reporting a negative test result with a dilute specimen outside those parameters requiring retesting, the test will be treated as a negative test and no retesting will be required.

Observed collections are required pursuant to 49 CFR Part 40.67 in the following circumstances:

- Return-to-Duty tests;
- Follow-up tests;
- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid, and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.

The employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device. The observation must be made by an individual of the same gender as the donor. The observer must view urine stream from the donor to collection container.

#### **L. MEDICAL REVIEW OFFICER (MRO)**

Valley Transit will establish a contractual relationship with a qualified Medical Review Officer who is a licensed physician with knowledge of substance abuse disorders and who has met the qualification training requirements outlined in 49 CFR Part 40 Subpart G. The MRO or authorized staff will personally review at least 5% of all custody/control forms quarterly. In addition, the MRO will review and interpret confirmed positive test results, examining alternative medical explanations for these results. Prior to verifying a positive test, the MRO will contact the affected employee to discuss the

test results and provide an opportunity to offer a legitimate medical reason for the test results. If the MRO determines the test is a verified positive, the MRO will contact both the Valley Transit Program Manager and the employee with that determination. Valley Transit's MRO will fully comply with the role and responsibilities prescribed in Subpart G of 49 CFR Part 40.

### **M. SUBSTANCE ABUSE PROFESSIONAL (SAP)**

Valley Transit will contract with a qualified Substance Abuse Professional (SAP) to evaluate employees who have violated this policy to determine whether they need help in resolving problems associated with drug abuse and/or alcohol misuse. The SAP shall be a licensed physician (Medical Doctor or Doctor of Osteopathy) or a licensed or certified psychologist, social worker, state-licensed marriage and family counselors or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse. The SAP shall have knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substance-related disorders. Valley Transit's SAP will recommend education or treatment for all employees referred for violation of DOT drug and alcohol regulations.

### **10.2 DRUG-FREE WORKPLACE ACT OF 1988**

In compliance with the Drug-Free Workplace Act of 1988 the distribution, dispensing, possession or use of a controlled substance is prohibited at Valley Transit. Employees violating this prohibition will be disciplined up to and including discharge. Also, all employees are required to notify Valley Transit of any conviction under a criminal drug statute for violations occurring on or off Valley Transit property within five days of conviction and any moving violation involving drugs or alcohol causing the suspension or revocation of the employee's driver's license. Failure to report such a conviction will result in discipline, up to and including discharge. Valley Transit will notify FTA within ten days after receiving notice of such conviction. Valley Transit will conduct a drug-free awareness program informing employees about the dangers of drug abuse in the workplace and available substance abuse counseling, rehabilitation and employee assistance programs.

### **10.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Valley Transit supports employees who volunteer for treatment of alcohol misuse or drug abuse. Alcoholism and drug dependency are treatable illnesses and can be successfully dealt with if identified in their early stages and referred to an appropriate source for treatment. Indications of alcohol misuse and drug abuse can include extreme changes in personality, problems with other employees, interrupted or changing sleep patterns, attendance problems, concealment of social habits involving drugs and alcohol, and family problems. Continued alcohol and drug dependency can lead to deteriorating health.

Valley Transit encourages employees to seek treatment voluntarily and makes available the employee Assistance Program. Any employee who comes forth and notifies the agency of alcohol or chemical abuse problems prior to violating any of the prohibited conduct rules, will be given the assistance extended to employees with any other illness. Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses, and insurance coverage for treatment will be provided to the extent of similarly benefited individual coverage. Employees will be allowed one opportunity for treatment of alcohol or drug dependency.

While Valley Transit is anxious to assist employees with alcohol or chemical dependency problems, employees are expected to remember that safety is our first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, alcohol or any controlled substance. Violations of this policy will result in disciplinary action (see Discipline section) regardless of whether or not an employee is participating in a treatment program. Such employees are expected to observe all other job performance standards and work rules, including attendance, required of all employees.

#### **10.4 DISCIPLINE – CONSEQUENCES OF POLICY VIOLATIONS**

Under FTA regulations, discipline for program violations is determined at the local level. The Valley Transit discipline policy for prohibited conduct is as follows. Individual circumstances involving a positive test may merit action, up to and including discharge:

A. Any employee who refuses to submit to an alcohol test or tests positive for alcohol from a random, reasonable suspicion, or post-accident test at a 0.04 alcohol level or higher will be removed from the performance of their job, evaluated by a Substance Abuse Professional, and expected to comply with treatment recommendations in order to return to work. Should the employee refuse to comply with treatment recommendations or fail to pass a drug or alcohol test a second time, that employee will be terminated from employment.

B. Any safety-sensitive employee who tests positive under random, reasonable suspicion, or post-accident testing for alcohol at a 0.02-0.039 level must successfully complete the following before being allowed to return to work:

1. Referral to, and assessment by the Employee Assistance Program (EAP);
2. Completion of a treatment and rehabilitation program as developed by the EAP;
3. Suspensions without pay as they may apply, consistent with work rules;
4. Return to duty drug and alcohol test under the employer's sole authority using non-DOT forms;
5. Return to work agreement that is developed in conjunction with the EAP outlining terms of return to work, including ongoing treatment, aftercare conditions, and additional random testing for up to five years, with a minimum of six tests the first year. These random tests will be under the employer's sole authority using non-DOT forms.

Any employee, who has a second positive test or otherwise fails to comply with the above regulations, will be discharged.

C. Any employee who tests for alcohol at a 0.01-0.019 level will be given a written reprimand and be provided information about the EAP.

With a second test at this level, the employee will be subject to discipline as outlined in paragraph 2 of this Discipline section. Employees who refuse to follow or do not complete the elements outlined in paragraph 2 will be discharged.

D. Any safety-sensitive employee who uses drugs or alcohol on the job or tests positive from random, reasonable suspicion, post-accident testing for the presence of drugs or refuses to submit

to a drug test will be immediately removed from safety-sensitive duty, discharged and referred to a Substance Abuse Professional (SAP)..

E. Any safety-sensitive employee who refuses to comply with a request for testing or engages in any other behavior specified in § 10.1.E will be subject to discharge.

## 10.5 EDUCATION AND TRAINING

The effects of controlled substance abuse and alcohol misuse negatively impact an individual's personal and work experience. If you believe you have a substance abuse or alcohol misuse problem, please contact the following agencies in Walla Walla County:

- Chemical Dependency Hotline 1-800-577-4393
- Crisis Services 509-524-2999

It is the policy of Valley Transit to make training and education programs available to all agency employees. All safety-sensitive employees will receive 60 minutes of training on the effects of drugs and alcohol on the body, the major elements of the DOT drug testing regulations, and Valley Transit's Substance Abuse Policy, and resources for dealing with a substance abuse problem. The training will also provide detailed information on alcohol misuse, specifically as it impacts an individual's biological, emotional, and psychosocial well-being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction.

Supervisors, managers, and union officials will receive a minimum of two (2) hours of instruction on how to identify the signs of drug and/or alcohol use or impairment and Valley Transit's reasonable suspicion investigation process.

## 10.6 PROGRAM OVERSIGHT

The Administration Department is responsible for administering the Substance Abuse Policy. Any questions about the policy or testing program may be addressed to the Finance and Administration Manager, Ed McCaw, or his designee at the Valley Transit Administration Office, 1401 W. Rose Street, Walla Walla, WA 99362, (509) 525-9140.

## 10.7 SAFETY-SENSITIVE POSITIONS

Transit Operator  
Road Supervisor  
Dial A Ride Operator  
Dial A Ride  
Dispatcher Safety and Training  
Officer Manager of Operations  
Utility Custodian  
Bus Cleaner  
Lead Utility Custodian  
Equipment Service Worker  
Mechanic I  
Mechanic II  
Lead Mechanic  
Manager of Maintenance

## APPENDIX

### Valley Transit's Drug and Alcohol Program Contact List:

Drug and Alcohol Program Manager – Briana Malmquist, 509-525-9140, ex: 103

Additionally designated Employer Representative – Angie Peters, 509-525-9140, ex: 105

Third Party Administrator/Collection Site – **(Providence St. Mary Medical Center Occupational Health)**, 509- 897-3050

- Medical Review Officer (MRO) – Patricia Waring, MD
- Breath Alcohol Technician – Michelle Balderas and Dharma McGarr
- Pathology Associates Medical Laboratories – 877-778-9590

Substance Abuse Professional (SAP) – Kim Funderburk, 509-240-2644

Barb Strote, 509-579-0585

## Appendix B – Accident Policy

### I. **Policy Statement**

The efficiency and effectiveness of Valley Transit's operations are dependent upon the proficiency and well-being of its employees. Therefore, Valley Transits employees accept an obligation to fellow employees, the public, and themselves to see that operations under their care, custody, and control are carried out in a safe and efficient manner. Safety consciousness must exist always in the thinking and planning of these operations. Because of this obligation, employees must prevent not only obvious unsafe acts, but must anticipate potential hazards as well.

Due to the high degree of professionalism and safety required of our employees this policy applies to all Operations Department and Maintenance Department employees operating Valley Transit equipment.

It is Valley Transit's policy to encourage and help employees to achieve the highest levels of safe driving performance. To this end, training will be made available to all employees to alert them to potential accident situations so that they may recognize the need for preventive action in advance, thereby being able to take the necessary precautions in preventing an accident. Employees involved in preventable accidents will be counseled and retrained in order to improve their skill. In addition, supplementary driver training will be made available to any employee anytime they feel it necessary.

The commission of unsafe acts during the operation of Valley Transit vehicles jeopardizes the safety of Valley Transit employees and the public and impacts Valley Transit's resources. Therefore, any accident that causes personal injury or property damage as a result of failure to observe defensive driving principles may be judge preventable. The conditions of each accident, however, will be studied carefully to determine whether the employee contributed to the situation by acts of omission or commission.

### II. **Definitions**

**Accident:** Any event involving a Valley Transit vehicle that results in property damage and/or personal injury requiring medical attention, regardless of who is injured, what property was damaged to what extent, or where it occurred.

**Preventable Accident:** Any accident in which the driver in question failed to do everything they reasonably could have done to prevent it.

**Type A Accidents:** Property damage less than seven hundred fifty (\$750) dollars and more than three hundred (\$300) dollars and no personal injuries. Property damage estimates will be for the full cost of repair to new condition and will be provided by an auto body shop estimator as much as possible. Results in two (2) points added to the employee's disciplinary point total. An incident may include property damage up to \$300 if there are no personal injuries and does not result in a traffic citation. An incident does not add points to the discipline schedule.

**Type B Accidents:** All other accidents. Results in three (3) points added to an employee's disciplinary point total.

Tree Limb Damage: Minor tree limb damage at the vehicle's window level or above, that occurs in the process of making a normal passenger stop, shall be considered an incident rather than an accident, provided there is no personal injury and property damage to the vehicle and/or tree is limited to five hundred (\$500) dollars or less.

III. **Accident Review and Appeal Procedures**

A. **Accident Review Committee**

The Accident Review Committee will be comprised of four (4) voting members including: three (3) bus Operators (one will serve as an alternate), one (1) Road Supervisor, and the Operations Manager. The Operators will be selected by vote from their fellow operators. To be eligible, an Operator must have been in active service for more than three (3) years and must not have been involved in more than one (1) preventable accident for the previous two (2) years and did not receive a traffic citation for the accident. Married couples, domestic partners, and two or more siblings shall not serve on the Accident Review Committee at the same time with their spouse, partner, or sibling(s), respectively. Operators on the Accident Review Committee will be elected every two (2) years. The members will take turns acting as chairperson of the Committee.

B. **Accident Review Procedure**

The Committee will meet as necessary to conduct accident reviews. The Committee will use the *National Safety Council Safe Driver Award Rules* guidelines and the *For Experts Only* booklet to make these determinations. Valley Transit will provide copies of these documents in an accessible location for committee members to review at their leisure. Accidents will be reviewed and determined within thirty-five (35) days of the occurrence of the accident unless a reasonable request for an extension is mutually accepted between Valley Transit and the Union.

The format of the meetings will generally include: a review of all reports and documentation relating to the accident, a vote of the Committee by secret ballot, and the counting of ballots by the chairperson. All voting members of the Committee must be present and must vote to validate the decision. However, Accident Review Committee members shall not review an accident involving their spouse, domestic partner, or sibling. If the Committee is tied on a decision, the General Manager will review the accident and cast the final ballot.

All accident reports, determination decisions, and request for appeals will be forwarded to the Operations Manager. The Operations Manager will be responsible for the tracking of accidents and for the scheduling of accident review meetings.

Following the review of an accident, the accident Review Committee will decide and notify the employee of its decision within five (5) days.

C. **Appeal Procedure**

If an accident is judged preventable and the operator later remembers facts or gets additional evidence, they may ask for a re-read of the accident by the Accident Review Committee. The request must be in writing listing the new information and shall be submitted within fifteen (15) days of the notification of the accident Review Committee. When there are extenuating circumstances such as laboratory work, or hospitalization of persons involved, this may be extended.

If an employee disagrees with the decision of the Accident Review Committee, they may request final review of the accident by the National Safety Council Accident Review Committee. The employee has a maximum of fifteen (15) days from the receipt of the Accident Review Committee decision to request such a review. Within fifteen (15) days following a request for final review, the employee must submit a written statement of explanation outlining the reasons why the accident should not be judged preventable. The employee may concurrently submit any additional materials that may support their position regarding the preventability of the accident.

**IV. Schedule of Disciplinary Action for Preventable Accidents**

Progressive discipline shall be administered based on the disciplinary schedule presented below. Employees shall accumulate points based on accident type. Points shall be cumulative regardless of accident type. After each accident, the total points accumulated by the employee, including the most recent accident, shall be used to determine the employee’s placement on the disciplinary schedule presented below. Each “Type A” accident adds two (2) points; each “Type B” accident adds three (3) points.

**Valley Transit Accident Policy Progressive Discipline Schedule**

| <b><u>Point Totals</u></b> | <b><u>Prescribed Disciplinary Actions</u></b>                         |
|----------------------------|---|
| 0-2 Points                 | Written Caution Counseling  |
| 3-4 Points                 | Written Reprimand Counseling, Retraining                              |
| 5-7 Points                 | Written Reprimand Counseling, Retraining                              |
| 8-10 Points                | Five-day Suspension w/o Pay, Written Reprimand Counseling, Retraining |
| 11+ Points                 | Discharge   |

It is possible for an employee to skip or repeat a step in the disciplinary schedule due to the many point combination possibilities. When an employee has twelve months of no preventable accidents, all points from accidents more than twenty-four (24) months old will be removed from their total.

No employee will be suspended more than twice for preventable accidents; any third (3<sup>rd</sup>) occurrence of suspension, within thirty-six (36) months, for preventable accidents will result in discharge. Serious, fatal, and/or multiple-person injury accidents, or accidents involving extensive property damage, or gross disregard for Valley Transit property and/or public safety may result in discharge, depending upon the degree of employee involvement.

No accident or injury is so small that it is not reported. Not reporting an accident or injury may result in immediate termination.

**V. Video and Audio Recording**

For security, safety, and supervisory purposes, the Employer reserves the right to install and operate video and audio recording systems in all Valley Transit vehicles and facilities. Audio recordings shall not be used for the purpose of Valley Transit disciplinary action unless related to the commission of an illegal act by the employee. If discipline may occur due to the content of the record, employees shall be given an opportunity to review the recording and provide input to the department manager of their designee.

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN VALLEY TRANSIT  
AND AMALGAMATED TRANSIT UNION LOCAL DIV. 757**

**(Ratification and Longevity Bonus Payments)**

This Memorandum of Understanding (MOU) is entered into by and between Valley Transit (the "Employer") and Amalgamated Transit Union Local Division 757 (ATU), collectively the "parties," regarding employment benefits for the Full-Time Road Supervisors bargaining unit (the "Bargaining Unit").

**I. RECITALS**

- A. The parties have negotiated the 2020-2022 Collective Bargaining Agreement (the "Agreement") for the Bargaining Unit;
- B. The parties have tentatively agreed to all the terms and conditions of the proposed Agreement; and
- C. The proposed Agreement must be ratified by the ATU Bargaining Unit membership.

**II. AGREEMENT**

In consideration for the mutual promises and covenants contained herein, the parties agree to the following terms and conditions:

- 1. **Ratification Bonus.** Upon ATU Bargaining Unit membership ratification and full execution of the Agreement, the Employer will make a one-time, non-compounding ratification payment of \$1,000.00 (the "Ratification Bonus Payment"), subject to all applicable payroll taxes and deductions, to eligible Bargaining Unit employees.

To be eligible for the Ratification Bonus Payment, the Bargaining Unit employee must be employed on the date of full execution of the Agreement. The wage payment shall be paid through the regular bi-weekly payroll, as processed for the period covering the date of full execution of the Agreement.

- 2. **Longevity Bonus.** Upon ATU Bargaining Unit membership ratification and full execution of the Agreement, the Employer will make a one-time, non-compounding ratification payment of \$2,000.00 (the "Longevity Bonus Payment"), subject to all applicable payroll taxes and deductions, to eligible Bargaining Unit employees.

To be eligible for the Longevity Bonus Payment, the Bargaining Unit employee must: (a) be employed on the date of full execution of the Agreement; and (b) be continuously employed with Valley Transit for a minimum of seven (7) years. The wage payment shall be paid through the regular bi-weekly payroll, as processed for the period covering the date of full execution of the Agreement.

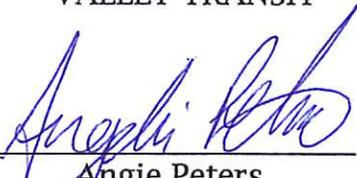
- 3. **Nonprecedent Setting Basis.** The terms and conditions provided in this MOU are made on a nonprecedent setting basis. The parties shall not rely on this MOU in future contract negotiations and it is not admissible in any hearing or other action.

4. Counterparts; Electronic Copies. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic copy shall be deemed the same as the original.

The parties acknowledge and agree to be bound by the terms and conditions set forth above by their signatures below.

VALLEY TRANSIT

AMALGAMATED TRANSIT UNION,  
LOCAL DIVISION 757

  
\_\_\_\_\_  
Angie Peters  
General Manager

9/17/2020  
Date

  
\_\_\_\_\_  
Shirley Block  
Local President

9/9/2020  
Date