

## Policies on accident discipline

Information compiled on May 11, 2009, 2009

**The Question:** Please send a copy of your accident discipline policy.

**Island Transit** says... We are in the process of writing our policy. We are conducting refresher training as each incident/accident happens, but it is not a written policy as of yet.

**Jefferson Transit** says....See bookmark 1 to see our policy.

**Link Transit** says... Our positive performance system dealing in part with discipline related to accidents is contained the labor agreement (see bookmark 2).

## **DISCIPLINE FOR PREVENTABLE ACCIDENTS**

### **Guidelines for Accident Reporting:**

All accidents, regardless of severity, will be reported to dispatch as soon as reasonably possible.

All accidents involving vehicles on streets, highways, or private property will be reported to the necessary officials in accordance with Washington State Law.

A WSTIP Event Report will be completed by the vehicle operator involved prior to completion of that day's shift.

Failure to report an accident, no matter how minor, will be grounds for disciplinary action, up to and including termination.

Event Reports will become a permanent part of the employee's personnel record.

### **Preventable Accident Evaluation and Point System:**

The appropriate Department Administrator will review accidents to provide a determination of:

- Cause(s) of the accident
- Preventability of the accident
- Procedures that should have been taken to prevent the accident
- Procedures necessary to prevent future accidents of the same type

Written notification of these findings will be presented to the employee within seven calendar days of completion of the investigatory process.

All accidents will be evaluated by the appropriate Department Administrator for counseling, retraining, suspension, and termination.

A point accumulation system will be used to determine disciplinary action for preventable accidents. Point totals will be cumulative for the prior 36 months of employment (inclusive) from the date of the accident. This points system does not exclude the potential for termination for any single occurrence based upon the severity of the accident.

**Suspension Matrix:**

<b>Within a Period of 0 to 12 Months Inclusive</b>		<b>Within a Period of 0 to 23 Months Inclusive</b>		<b>Within a Period of 0 to 36 Months Inclusive</b>	
<b><u>Points</u></b>	<b><u>Days Suspended</u></b>	<b><u>Points</u></b>	<b><u>Days Suspended</u></b>	<b><u>Points</u></b>	<b><u>Days Suspended</u></b>
3	1	5	1	7	1
4	2	6	2	8	2
5	5	7	5	9	5
6-7	10	8-9	10	10-11	10
8	Termination	10	Termination	12	Termination

NOTE: An employee placed on suspension without pay is in a disciplinary mode and is expected to refrain from coming onto Jefferson Transit property at any time unless requested to do so by the employee’s supervisor and/or Department Administrator.

**Accident Situation**

**Point Assessment**

Accident with Property Damage (*) under \$500	2
Accident with Property Damage between \$500 and \$999	3
Accident with Property Damage between \$1,000 and \$4,999	5
Accident with Property Damage over \$5,000	6
Accident with Personal Injury (see explanation below)	1 - 5 additional points
Accident with Pedestrian Injury (***) (see explanation below)	2 – 8 additional points
Traffic Citation	1 additional points
Unreported Vehicle Damage	2 additional points

(\*) Damage amounts include actual costs (i.e. towing, time, repairs, freight costs, etc.).

**Personal Injury Classification**

**Point Assessment**

Complaint of Injury (Non Visible)**	1
Visible Injury (Non Disabling)	2
Disabling Injury	3
Fatality	5

**Pedestrian (\*\*\*) Injury Classification**

**Point Assessment**

Complaint of Injury (Non Visible)**	2
Visible Injury (Non Disabling)	3
Disabling Injury	5
Fatality	8

(\*\*) Medical Verification required for non-visible injury

(\*\*\*) Pedestrians include bicyclists, skate boarders or other non-motor vehicle conveyances

**Additional Points Based on Supervisory Action** (\*\*\*\*)

Written Reminder	1
Counseling Statement	2

(\*\*\*\*) Includes counseling and retraining as determined by the appropriate Department Administrator.

**UNREPORTED VEHICLE DAMAGE:**

Discipline for unreported damage will be determined using the Accident Situation, Supervisory Action, and Preventable Accident guidelines presented earlier in this policy.

Vehicle damage is monitored by the Maintenance Department. Damage will be designated with stickers affixed near the damage and signed by the Maintenance Administrator or another designated manager.

All Jefferson Transit employees operating agency vehicles must do a federally-approved pre-trip inspection of the vehicle prior to putting it into operation. In many vehicles, this is accomplished using the Zonar System. When Zonar is not available or inoperable, employees must complete an agency Pre-Trip Inspection document (original to Maintenance; copy remains in vehicle).

If an employee discovers damage that is not already noted by a signed sticker, it is that employee's responsibility to report that damage immediately. Damage that is unreported will be subject to investigation by the Maintenance Administrator and/or Transit Services Administrator to determine if a preventable accident has occurred and to whom such accident will be charged.

**ADMINISTRATIVE LEAVE WITH PAY**

Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers or the public; or the employee's inability to perform assigned duties satisfactorily. Because of the need for immediate action, the decision to suspend an employee in such circumstances shall be the responsibility of the immediate supervisor and/or Department Administrator. When circumstances of this nature arise, the employee shall be placed on administrative leave with pay pending the investigation of the incident or incidents involved.

An employee placed on administrative leave is not considered to be in a disciplinary mode during the administrative leave period. However, the employee is expected to refrain from coming onto Jefferson Transit property at any time unless requested to do so by the employee's supervisor and/or Department Administrator.

If at the conclusion of the investigation, the Employee is found to be in violation, then the appropriate disciplinary action will be taken. All administrative leaves shall be reported immediately to the Human Resources Administrator and the General Manager.

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA  
(D.B.A. "LINK TRANSIT")**

**and**

**TEAMSTERS LOCAL UNION NO. 760**

**JANUARY 1, 2006 – DECEMBER 31, 2008**

## TABLE OF CONTENTS

ARTICLE 1.	SCOPE AND PURPOSE .....	1
ARTICLE 2.	DEFINITIONS .....	1
ARTICLE 3.	RECOGNITION .....	3
ARTICLE 4.	MANAGEMENT RIGHTS .....	3
ARTICLE 5.	NON-DISCRIMINATION .....	6
ARTICLE 6.	UNION MEMBERSHIP OR ACTIVITY .....	6
ARTICLE 7.	UNION FAIR REPRESENTATION .....	7
ARTICLE 8.	NO-STRIKE CLAUSE .....	7
ARTICLE 9.	DISCIPLINE .....	8
ARTICLE 10.	SENIORITY .....	9
	• Bargaining to Non-Bargaining Position .....	10
	• Rank and Service .....	10
	• Retention of Seniority .....	11
ARTICLE 11.	GRIEVANCE AND ARBITRATION PROCEDURE .....	11
ARTICLE 12.	HOURS OF WORK .....	14
	• Normal work week .....	14
	• Overtime pay .....	14
	• Full-time Guarantee .....	14
	• Selection of work shifts (bidding) .....	15
	• Undefined Work .....	16
	• Shift Change Committee .....	17
	• Residential phone service .....	17
	• Meetings and training .....	17
	• Training policy .....	18
	• Overtime authorization .....	18
	• Call-Outs .....	18
	• Link Plus work schedule .....	18
	• Link Plus start times .....	19
	• Lunch and Break Periods .....	19
ARTICLE 13.	GENERAL LEAVE .....	19
	• General Leave Scheduling .....	20
ARTICLE 14.	HOLIDAYS .....	21

ARTICLE 15.	LEAVES OF ABSENCE .....	23
	• Medical Leave .....	24
	• Return to work policy.....	24
	• Extended absence .....	24
	• Absence reporting policy.....	24
	• Sick Leave.....	25
ARTICLE 16.	WORKERS COMPENSATION .....	26
ARTICLE 17.	INSURANCE BENEFITS .....	26
ARTICLE 18.	RETIREMENT BENEFITS .....	28
ARTICLE 19.	UNION ACCESS .....	28
	• Union stewards.....	28
	• Union postings.....	29
	• Labor-Management Committee.....	30
ARTICLE 20.	WORK STANDARDS AND CONDUCT.....	30
	• Attendance .....	30
	• Outside employment .....	31
	• Drivers license .....	32
	• Use of equipment and telephones.....	32
	• Political activities .....	33
	• Drug and alcohol policy.....	33
ARTICLE 21.	UNIFORMS.....	33
ARTICLE 22.	PRE-TRIP INSPECTION, SAFETY EQUIPMENT, SANITARY AND FIRST AID FACILITIES.....	35
	• Safety equipment .....	35
	• Toilet facilities .....	36
	• First aid equipment.....	36
ARTICLE 23.	RIGHT TO PRIVACY .....	36
ARTICLE 24.	WAGES.....	36
ARTICLE 25.	WAIVER OF BARGAINING .....	36
ARTICLE 26.	SAVINGS CLAUSE .....	37
ARTICLE 27.	AMENDMENT OF AGREEMENT .....	37
ARTICLE 28.	DURATION.....	38

APPENDIX "A" .....	40
POSITIVE PERFORMANCE SYSTEM .....	41
• Discipline Schedule Attachment "A" .....	47
• Preventable Accident Review System Attachment "B" .....	48

COLLECTIVE BARGAINING

AGREEMENT

BY AND BETWEEN

CHELAN/DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA  
(D/B/A "LINK TRANSIT")

AND

TEAMSTERS LOCAL UNION NO. 760

This Agreement is entered into by and between Chelan/Douglas Public Transportation Area (a/k/a "Link", "Link Transit" or "the Employer") and Teamsters Local Union No. 760 (the "Union").

ARTICLE I.

SCOPE AND PURPOSE

The purpose of this Agreement is to provide, through collective bargaining, fair and equitable relations between Link and its employees represented by the Union to secure an amicable and fair disposition of grievances, to permit efficient operations of Link's business, and to protect the interests of the public by providing quality transportation services. LINK is a publicly owned municipal corporation engaged in operating a transit system. It is recognized that to protect the interest of the public, Link must develop and maintain a transit system that is safe, efficient, orderly, reliable and convenient. It is the intent of Link and the Union to achieve and to sustain maximum productivity per employee during the term of this Agreement. In return to Link for the wage rates and working conditions provided herein, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency which will enhance the quality of life for our citizens and visitors while promoting a healthy economy and positive image for our communities.

ARTICLE II.

DEFINITIONS

2.1 "Employer" or "Link" means the Chelan/Douglas Public Transportation Benefit Area d.b.a. Link Transit.

2.2 "Union" means the Teamsters Local Union No. 760.

2.3 "Employee(s)" means an individual employed by Link and covered by this Agreement. The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement.

2.4 "Bargaining Unit" means those employees for whom the Union is recognized as the collective bargaining agent pursuant to Article III below.

2.5 "Full-time Regular Employee" means a full time coach operator, other than a part-time regular coach operator or a part-time casual coach operator, who is regularly scheduled to work at least thirty-five (35) hours per week in a seven (7) day workweek and who has successfully completed his probationary period.

2.6 "Part-time Regular Employee" means a part-time coach operator, other than a full-time regular coach operator or a part-time casual coach operator, who is regularly scheduled or required to work less than thirty-five (35) hours per week in a seven (7) day workweek but more than eighty (80) hours in a month and who has successfully completed his probationary period.

2.7 "Part-time Casual Employee" means a part-time casual coach operator, other than a Full-time Regular coach operator or a Part-time Regular coach operator, who works less than eighty hours in a month.

2.8 "Trainees" are participants of Link's Coach Operator Training and are not members of the Union do not fall under the terms of this Agreement and are not eligible for any benefits provided by this Agreement.

2.9 "Defined work" means work that is bid through the work selection process as provided in Article 12.4.5 that has defined hours and service areas.

2.10 "Undefined work" means work that is bid through the work selection process as provided in Article 12.4.5 that does not have defined hours and service areas and which is assigned on a daily basis.

2.11 "Probation Period" means a six (6) month period, commencing upon the successful completion of Link's coach operator training program and starting work as a Full or Part-Time Regular Coach Operator. During the probation period an Employee may be disciplined or discharged by Link at will and without appeal or recourse to the grievance or arbitration procedure except that such termination shall not be by reason of discrimination as described in Article V of this Agreement.

2.12 "Paid Status" as it relates to the payment of holiday pay, occurs when a Coach Operator is in one of four (4) categories listed below:

2.12.1 When a Coach Operator is off on scheduled paid General Leave,

approved at least seventy-two (72) hours in advance, as provided in accordance with Link's "Day Book" Policy or as authorized by the Operations Manager.

2.12.2 When a Coach Operator is at work performing assigned tasks, including the attendance of required training, meetings, or other related assigned tasks.

2.12.3 When a Coach Operator is off on an assigned regular day off (RDO).

2.12.4 When A Coach Operator is off on paid General Leave due to a health related condition that qualifies under the Family and Medical Leave Act.

2.13 Attendance means a satisfactory attendance record defined as no more than three (3) incidents of absence in a twelve (12) month period.

2.14 Absence is defined as any unbroken time incidents of absence from work without prior approval.

2.15 "Extra work" means work that cannot be assigned through the normal job assignment processes due to the lack of available resources.

2.16 "Late Call In" means calling in to report an absence or a late report less than one hour before the report time.

2.17 "No Show" means failure to call in or report to work six minutes or later beyond the official report time.

### ARTICLE III.

#### RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for the purposes of collective bargaining in respect to wages, hours, and other terms and conditions of employment for Link's Full-Time, Regular Part-Time Coach Operators and Part-Time Casual Operators (including Part-Time Dispatcher/Reservationist, Dispatcher/Coach Operator), excluding Supervisors administrative, professional, technical and confidential employees, trainees, and all other employees of Link.

### ARTICLE IV.

#### MANAGEMENT RIGHTS

4.1 Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, Link 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 its affairs or any part thereof. Link retains all prerogatives, functions and rights not specifically limited by this Agreement. Link shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making authority. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

4.2 Management Rights. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of Link shall include the following:

4.2.1 to determine its missions, policies and to set forth all standards of service offered to the public;

4.2.2 to direct and supervise all operations, functions, and policies of which the employees in the bargaining unit are employed;

4.2.3 to determine the specific programs and services offered by Link, and the methods, means and facilities by which they shall be effectuated;

4.2.4 to determine the nature and qualifications of the work force and assigning duties and equipment, along with directing and evaluating Employees in the performance of their work assignments, and to determine schedules of work and time off;

4.2.5 to establish department policy/procedures, work rules, regulations, safety procedures and personnel policies and procedures; provided, however Link will endeavor to notify the Union of proposed changes affecting Employees covered by this Agreement prior to implementing such proposed changes and will provide the Union the opportunity to meet and discuss the proposed change(s);

4.2.6 to select, increase, diminish or change equipment, vehicles, machinery, etc., including the introduction of any and all new, improved or automated methods or equipment;

4.2.7 to effect a reduction in authorized positions because of lack of work, budgetary restraints, physical limitations, organizational changes, or other reasons;

4.2.8 to close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons;

4.2.9 to establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures. Link retains broad authority to fulfill and implement its responsibilities and may do so by oral or written work rule, existing or future;

4.2.10 to create shifts, workdays, hours of work and work locations;

4.2.11 to designate and assign all work duties;

4.2.12 to introduce new and revise existing duties within the bargaining unit; provided, however, Link will notify the Union of any change in the essential functions of any existing bargaining unit job description prior to the implementation of the change;

4.2.13 to discipline, suspend, demote or discharge an employee, including but not limited to: unsatisfactory work performance, violation of Link rules and/or policies or any other conduct deemed inappropriate or adverse to Link's ability to operate efficiently and productively;

4.2.14 to determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and assign employees to such duties for periods to be determined by the Employer;

4.2.15 to take whatever actions Link deems necessary to carry out transit services in an emergency. Link shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergency; and

4.2.16 to subcontract all or any portion, without limitation, of the paratransit (elderly and disabled) services required by law or deemed appropriate by Link.

4.2.16.1 Link will not subcontract out any routes or portion thereof currently being staffed by bargaining unit employees unless such service fails to meet the performance standards published in the 1994 Six Year Comprehensive Plan Update or any amendments or updates thereto. If the current service consistency (70% of a ninety (90) service day review) fails to meet the performance standards, Link may, at its discretion, subcontract all or portions of the substandard performing service.

4.2.16.2 Link may also contract out, without limitation, demand response services; peak hour only express-type transit services (i.e., with limited stops); experimental routes and runs; van pools; school runs; and runs for which equipment and/or trained employees are not available.

4.2.16.3 If, in order to secure funding for a specific project, Link is required to contract all or part of the work to be performed, such contracting shall not be considered a violation of this Agreement.

4.2.16.4 When Link desires to contract out these types of services and/or work which has not previously been contracted out, Link will provide ten (10) working days written notification to the Union. The Union will have ten (10)

working days from the date of Link's written notification to indicate its desire to negotiate about the services to be contracted out. If the Union fails to provide written notification of its desire to negotiate with Link within ten (10) working days from the date of Link's written notification, then the Union waives any and all rights to negotiate about the contracting out decision and its effects. If the Union provides timely written notification to Link then the parties will meet as soon as possible to negotiate about the decision and its effects. The parties will endeavor to complete negotiations as soon as possible; provided, however, if the parties are unable to reach agreement in negotiations, Link may proceed with the proposed subcontracting.

This list is not an all-inclusive list of all Link's rights, functions, prerogatives or authority, but only serves as a general guide. Link expressly reserves, and the Union agrees that Link retains, all customary, usual and exclusive rights as set out in Paragraph 4.1 of this Agreement, unless expressly set forth to the contrary in this Agreement.

4.3 Exclusions. Unless mutually agreed otherwise, work performance evaluations are specifically excluded from coverage of the grievance procedure set out in Article XI of this Agreement.

## ARTICLE V.

### NON-DISCRIMINATION

5.1 Discrimination Prohibited. This Agreement shall be applied equally to all Employees without discrimination as to race, creed, color, religion, national origin, age, sex, marital status, or disability, except where such characteristics are bona fide occupational qualifications. Wherever in this Agreement the masculine gender is used, it is the intent for it to apply to the feminine gender as well.

5.2 Remedies. Employees believing themselves to have been the subject of unlawful discrimination shall seek relief through the appropriate federal or state agency charged with investigating such matters. This Article shall not be subject to the grievance or arbitration procedures set forth in this Agreement.

## ARTICLE VI.

### UNION MEMBERSHIP OR ACTIVITY

6.1 Union Membership. All Bargaining Unit employees shall either become and maintain their membership in the Union or shall pay a monthly representation fee to the Union. Each employee covered by this Agreement hired on or after the date of this Agreement shall become a dues paying member of the Union upon their successful completion of the Coach Operator Training and shall remain a member in good standing as a condition of continued

employment with the Employer. Bargaining Unit employees who do not wish to become dues paying members of the Union, due to a bona fide religious belief, shall contribute, on a monthly basis, an amount equal to the monthly Union dues paid by the other employees covered by this Agreement, to a non-religious charity of the Employee's choice or to another charitable organization mutually agreed upon by the Employee and the Union.

## 6.2 Dues Deduction.

6.2.1 An Employee covered by this Agreement desiring to have deductions made for Union dues shall sign proper assignment forms and submit them to Link. It is understood between the parties that in order to be effective, such check-off authorization form will be lawful and voluntarily executed by the Employee and personally delivered by the Employee to Link. If the authorization is revoked, such revocation shall be in writing to Link with a copy to the Union.

6.2.2 Upon receipt of this written check-off authorization form from an Employee, Link will deduct from the pay of such employee, during the second pay period of each calendar month the authorization is effective, a sum equal to that employee's Union uniform initiation fees, and uniform monthly membership dues, whichever fall due during the immediately preceding month provided the employee has worked at least 24 hours and only so long as such employee was employed by Link at the time such obligation became due. In no event shall any charge be made to an Employee which accrued prior to the date of hire or the date of execution of the check-off authorization card, or the date of execution of this Agreement, whichever is later. The full amount of monies so deducted by Link shall be forwarded to the Union monthly by check together with an alphabetized list showing names, Social Security numbers and the amount of Union dues deducted from each Employee.

6.3 Indemnification. The Union shall indemnify and hold Link's board members, officers, employees, representatives, and agents harmless from and against any and all claims, demands, suits, judgments or other forms of liability (including attorney's fees and costs incurred in enforcing this indemnity clause) that may arise out of, or by reason of, any action taken or not taken by Link, its board members, employees, representatives or agents for the purpose of complying with the provisions of this Article.

## ARTICLE VII.

### UNION FAIR REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold Link, its officials, representatives, Board members and agents harmless from any and all claims, and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

## ARTICLE VIII.

### NO-STRIKE CLAUSE

8.1 No Strikes or Work Stoppages. Neither the Union nor any officers, agents of the Union or Employees, shall instigate, aid, cause, promote, authorize, sponsor, participate in or condone any strike, sympathy strike, secondary boycott, slow-down, sit-down, refusal to perform overtime, or any other interruption or disruption with the work and/or statutory functions and/or obligations of Link.

8.2 Violation of this Article. Link may discipline or discharge any Employee who violates this Article. Such disciplinary action may be undertaken selectively at Link's option and shall not preclude or restrict recourse to any other remedies, including injunctions and any actions for damages, which may be available to Link. The Union expressly agrees any such action by Link shall not be grievable by the Union or otherwise appealable by the Employee to any court or tribunal. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

8.3 Union Obligations. In the event of a violation of this Article by any member of the bargaining unit, the Union agrees to inform its members of their obligations under this Agreement and direct them to comply with this Article. This obligation and the obligations set forth in this Article shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure and arbitration provisions of this Agreement. The Union agrees to pay all reasonable costs associated with a strike or job action prohibited by this Agreement, such as, but not necessarily limited to, overtime wages paid in order to maintain manpower requirements and legal fees and costs associated with bringing the prohibited strike or job action to resolution.

8.4 Non-Payment for Employees. Employees who engage in any of the activities referenced in Paragraph 8.1 of this Agreement shall not be entitled to any pay for any wages or other fringe benefits during the period such Employee is engaged in any such activities.

## ARTICLE IX.

### DISCIPLINE

9.1 Employee Discipline. Link agrees that an allegation of arbitrary or capricious application of its disciplinary rules and regulations shall be subject to the grievance procedure. Link agrees that disciplinary action will be imposed within ten (10) working days of the violation or knowledge of the violation, whichever is longer, of Link's disciplinary rules and regulations. Link specifically reserves the right to make all disciplinary decisions provided that it shall not do so in an arbitrary or capricious manner.

9.2 Corrective Discipline. Link agrees with the tenets of progressive and corrective discipline, as set forth in the Link Positive Performance system, or as amended by mutual agreement, attached hereto. Once the measure of discipline is determined and imposed, Link shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

9.3 Disciplinary Records. Copies of all records of disciplinary action shall be forwarded to the Union.

9.4 Reservation of Rights. Link specifically reserves the right to make all disciplinary decisions provided that those decisions shall be based on "just cause". In the event an employee files a grievance over whether Link had just cause to impose a particular disciplinary action, in resolving that dispute, an arbitrator shall be limited to considering whether: 1) Link's action was based on a fair and honest cause or reason, supported by substantial evidence; 2) the employee had been provided prior notice of the possible or probable consequences of the employee's action; 3) Link, before administrating the particular disciplinary action, made a reasonable effort to investigate and discover whether the employee did, in fact, violate any Link policy, rule or regulation; 4) the severity of the discipline imposed reasonably related to the seriousness of the offense and the employee's entire past disciplinary record; and 5) the discipline was imposed in a consistent and non-discriminatory manner.

## ARTICLE X.

### SENIORITY

#### 10.1 Seniority.

10.1.1 Seniority, as used in this Agreement, is defined as the length of an Employee's continuous service with Link, beginning with the Employee's date of hire.

10.1.2 Upon successful completion of the Coach Operator training, the Employee will be assigned a seniority number based on his/her date of hire.

10.1.2.1 In the event two (2) or more Employees are hired on the same date, a lottery will determine the Employee's seniority number.

10.1.2.2 Within thirty (30) working days of the effective date of this Agreement, Link will create a seniority list. Link will send a copy of the list to the Union and will post the list on Link's bulletin board(s) as set out in Paragraph 19.3. Any disagreements as to the accuracy of the seniority list must be brought to the attention of Link's Operations Manager within five (5) working days of date the list is posted on Link's bulletin board(s).

#### 10.2 Application of Seniority.

10.2.1 For all applications of seniority under this Agreement, the ability of the Employee shall mean the qualifications, skills, and ability (including physical ability) of an Employee to perform the required work. Link shall determine whether an Employee is qualified to perform the required work. In the event two (2) or more employees are deemed equally qualified by Link, then seniority will be used as a tie breaker. In the event of layoffs and/or recall from layoff, the qualifications, skills, work history and ability of an employee to perform the essential functions of a particular position shall be considered prior to seniority in selecting individuals for layoff or recall from layoff. In determining if an employee is qualified to perform the required work and the essential functions of the job, Link may review and consider the employee's physical ability, accident record, and disciplinary history, including documented infractions of Link's attendance policy.

10.2.2 Employees on Worker's Compensation, Family and Medical Leave, or other leave of absence may bid on a part-time or a full-time regular position only if they have provided Link with written notice that they intend to or will be released by their health care provider to return to work within fifteen (15) working days of when Link desires to fill such position and they successfully have passed Link's fitness for duty examination and are otherwise qualified to begin working, as determined by Link.

10.3 Bargaining Unit Position to Non-Bargaining Position. In the event that an Employee accepts an available non-represented position with Link has been satisfactorily performing (as solely determined by Link) the duties of the non-represented position and within six (6) months of transferring into the non-represented position:

10.3.1 Fails to meet job standards of the position; or

10.3.2 Is dissatisfied with the position and desires to revert back to his/her former Bargaining Unit position; or

10.3.3 Is qualified to be returned to a Bargaining Unit position as a result of a reduction in force he/she may have the option, in Link's sole discretion, to be allowed to return to a Bargaining Unit position without loss of seniority. Link shall be the sole determiner as to whether or not the employee has been performing satisfactorily or fails to meet the job standards of the new position.

10.4 Rank and Service. An Employee shall lose all seniority in the event the Employee:

10.4.1 Quits; or

10.4.2 Is discharged; or

10.4.3 Is absent for three (3) consecutive working days without notifying the Operations Manager or his designee; or

- 10.4.4 Is laid off for a period in excess of twelve (12) months; or
- 10.4.5 Is off work because of a paid or unpaid medical leave of absence in excess of twelve (12) months; or
- 10.4.6.1 Retires or is retired.
- 10.4.7 In the event an Employee is off work due to a workers compensation related illness or injury, and the Employee's condition has been determined by the Department of Labor and Industries to be fixed and stable, and the Employee is deemed to be unable to return to work for Link, the Employee shall lose all seniority upon the date of the final determination or the twelve month period provided in 10.4.5, whichever occurs first.

10.5 Retention of Seniority. Effective May 1, 2004, An Employee on an unpaid discretionary leave of absence for more than one hundred eighty (180) consecutive days will have their seniority frozen and will not continue to accrue seniority until the Employee returns to active service in his/her former Bargaining Unit position.

10.6 Temporary Positions In the event the Employer elects to fill a position in a temporary non-Bargaining Unit position with a Bargaining Unit employee, the following shall apply:

10.6.1 A pool of qualified employees with the ability to perform such tasks will be created by employees who sign an interest bid for such positions.

10.6.2 Temporary non-Bargaining Unit positions to be filled by this process will be filled by a rotating seniority list with employees retaining their right to refuse any position.

10.6.3 Notwithstanding the provisions of Article 10.3, employees have the right to return to the former Bargaining Unit positions within six (6) months or, in the case of a disability, one (1) year.

10.6.4 Employees filling such positions shall receive the appropriate entry level pay step wage rate for the position or the employee's current contractual wage rate, whichever is greater.

10.6.5 The Employer reserves the right to fill temporary positions with employees who are restricted to light duty prior to, or in lieu of, using this process.

## ARTICLE XI.

### GRIEVANCE AND ARBITRATION PROCEDURE

## 11.1 General.

11.1.1 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 during which period there shall be no suspension of work or interference with the operations of the Employer.

11.1.2 For the purpose of this Agreement, a grievance is defined as only those disputes raised by an Employee, or by a group of employees (with respect to a single common issue) covered by this Agreement, involving the interpretation, application, or alleged violation, misinterpretation or misapplication of a provision of this Agreement. All formal grievances shall be reduced to writing.

11.2 Procedure. Grievances shall be processed in accordance with the following procedures:

Step 1: Within ten (10) working days after the occurrence or within the time the employee or Union should have knowledge of the occurrence of the event giving rise to a possible grievance by an employee, the employee affected will meet with the Operations Manager and present a written grievance which they will discuss. If the employee is not satisfied with the decision, the employee may utilize Step 2 of the Grievance Procedure.

Step 2: Within five (5) working days after the employee verbally discusses his/her grievance with the Operations Manager and the employee is not satisfied with the proposed resolution, the employee affected, Union Shop Steward or Union Business Representative shall personally present the alleged grievance, in writing, to the Administrative Services Manager or his/her designee, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy sought. The Administrative Services Manager or his/her designee shall meet with the Union Representative and attempt to resolve the alleged grievance within five (5) working days after receipt of the grievance. If the employee is not satisfied with the solution recommended by the Administrative Services Manager or his/her designee, the Union shall submit, in writing, within five (5) working days, the grievance to the General Manager or his/her designee.

Step 3: Upon timely receipt of a grievance from Step 2, the General Manager or his designee will attempt to schedule a meeting with the Employee and the Secretary/Treasurer or his designee of the Union within five (5) working days to discuss the grievance. The General Manager or his designee shall respond in writing to the Employee and Union within five (5) working days following the meeting.

If the recommendation of the General Manager is not acceptable to the Union, the Union may choose to either withdraw the grievance or request arbitration in accordance with Section 11.4 below.

### 11.3 Timeliness.

11.3.1 All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the Parties. Failure of the Employee or the Union to submit the grievance within these time limits shall constitute abandonment of that specific grievance. Failure of Link to process a grievance within these time limits may result, at the Union's or employee's request, the grievance being moved to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Union, or the Employee, stating that the matter has been resolved.

11.3.2 For the purpose of this Article, "working days" shall mean Monday through Friday, normal business days of the Employer.

### 11.4 Arbitration.

11.4.1 Request for arbitration. In the event no agreement is reached through the grievance process, the Union may agree to withdraw the grievance or request arbitration, in writing, within five (5) working days from the receipt of the General Manager's reply. Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 2 of the grievance procedure.

11.4.2 Selection of arbitrator. Link and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If Link and the Union are unable to agree upon an arbitrator within fifteen (15) working days after receipt by Link of the written demand for arbitration, the Union or Link may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. After receipt of the same, the parties shall, within thirty (30) working days, alternately strike the names of the arbitrators until one (1) name remains, who shall, upon hearing this dispute, render a decision which shall, subject to the provisions of Paragraph 11.4.3 below, be final and binding upon all the parties. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

11.4.3 Limitations on arbitrator's authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance and submitted in writing in Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent in any way with applicable laws or rules and regulations of administrative bodies or other tribunals that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the duties and responsibilities of Link under law and applicable court

decisions. Any decision or award the arbitrator renders within the limitations of this Article shall be final and binding upon Link, the Union, and the employees covered by this Agreement. In the event the arbitrator finds he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

11.4.4 Election of remedies. The grievance and arbitration procedure provided for in this Article XI shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances, excluding any allegation of unlawful discrimination as defined in Article V of this agreement; and the grievance and arbitration procedure provided herein shall constitute, except for any allegation of unlawful discrimination as defined in Article V of this Agreement, the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and all grievances as herein defined. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons they represent to litigate, or otherwise contest the appeal subject matter in any court or other available forum. Likewise, the litigation or any other contest of the subject matter of an issue, not subject to the grievance and arbitration procedure pursuant to Article IV, Paragraph 4.3 and Article V of this Agreement, in any court or available forum shall constitute an election of remedies and waiver of the right to grieve or arbitrate the matter.

11.4.5 Arbitrator Expenses. Each party shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the parties.

## ARTICLE XII.

### HOURS OF WORK

12.1 Application. This Article defines the normal hours of work per day or per week in effect at the time of execution of this Agreement and establishes the basis for calculation of overtime. It is not a guarantee of hours of work per day, work period, month or year and it is not intended to establish a right to compensation in any form for time not worked, unless specifically set forth in this Agreement.

12.2 Normal Work Week and Work Day. The workweek is defined as the period between 12:01 a.m. Monday through 12:00 midnight the following Sunday.

12.3 Overtime Pay. Employees scheduled to work an eight (8) hour, five (5) day or a six (6) day, workweek shall be paid one and one half (1-1/2) times their regular hourly rate for all hours worked in excess of ten (10) hours in a day or forty (40) hours in each seven (7) day

workweek. Employees scheduled to work a ten hour, four (4) day, workweek shall be paid one and one half (1-½) times their regular hourly rate for hours worked in excess of twelve (12) hours in a day or forty (40) hours in each seven (7) day work week. For the purposes of defining a work day, any scheduled shift of nine (9) hours or less shall be considered an eight (8) hour workday; any scheduled shift over nine (9) hours will be considered a ten (10) hour workday.

12.3.1 For purposes of this Article, "hours worked" shall mean all compensated hours with the exception of "service holidays" and sick leave, including general leave, non-service holidays, jury duty and bereavement leave.

12.4 Full-Time Coach Operators. Effective January 1, 2003 Link will guarantee that at least twenty three (23) biddable pieces will be guaranteed a minimum of 40 hours work or pay per work week. Effective May 1, 2004, with the exception of two (2) Link Plus biddable pieces, all runs not guaranteed forty (40) hours of work per week will be guaranteed a minimum of thirty-five (35) hours of work or pay per week. The two (2) exception Link Plus pieces will be guaranteed seventy (70) hours of work or pay in a floating two (2) week period.

12.4.1 Straight Runs: The work day for Full-Time Coach Operators assigned to straight runs will typically consist of seven (7) to ten (10) hours and usually will be worked in a span of seven (7) to eleven (11) hours respectively.

12.4.2 Split Runs: The work day for Full-Time Coach Operators assigned to split runs will typically consist of seven (7) to ten (10) hours and which will be worked in a span of not more than fifteen (15) hours.

12.4.3 Run/shift time shall begin and end at operations and shall include preparation and final check time. The first person to take the bus out will be provided fifteen (15) minutes preparation and pre-trip time. Relief or other run/shift operators will be provided ten (10) minutes preparation and pre-trip time.

12.4.4 Selection of Work Shifts/Runs (Full Time and Part Time Coach Operators):

12.4.4.1 Selection (bid) of work shifts/runs will occur six (6) times per year (bid cycle). Bid cycles will be two (2) months in duration unless otherwise agreed in advance by Link and the Union. Additionally, Link will endeavor to coordinate Coach Operator bid cycles with Link's service (public schedule) changes. Bid cycles will be administered under the following provisions:

12.4.4.1.1 A Bid Meeting will be scheduled on the third Thursday prior to the first Monday of the new Bid cycle. The Bid schedule will be posted by 9:00 AM on the Friday prior to the Bid. Coach Operators will select their run/shift (Bid) by seniority. Coach Operators may either attend the Bid Meeting to make their selection or they may have a fellow Coach

Operator or a Union Steward make their selection as provided by 12.4.4.1.4.

12.4.4.1.2 Coach Operators will bid a single run or block piece of work and will drive/operate their selected run or block of work for the entire length of the bid cycle.

12.4.4.1.3 Coach Operators wishing to change from full-time to part-time or casual status must declare their intent by the close of business on the Monday prior to the Bid Meeting. Coach Operators may only exercise this option twice in a calendar year.

12.4.4.1.4 Coach Operators may request a Shop Steward or another Coach Operator to bid for them at the Bid Meeting. Coach Operators requesting to have a Steward or another Coach Operator make their bid for them must file a Bid Proxy form and submit it to the Steward or another Coach Operator before the beginning of the Bid Meeting. Bid selection is the sole responsibility of the Coach Operator and incorrect or unsatisfactory bidding by a Coach Operator shall not be grounds for initiating a re-bid or a grievance.

12.4.4.1.5 Coach Operators who fail to make their bid selection either at the Bid Meeting or by way of a Bid Proxy form will have their bid selection by lottery.

12.4.4.1.6 A Coach Operator may not bid if the Coach Operator is on a leave of absence and would not be available to work at least one (1) month of the bid cycle for which they would be selecting their run/shift.

12.4.4.1.7 Vacancies occurring during the bid cycle will not be cause for a re-bid.

12.4.4.2 The seniority lists shall be posted on the bulletin board no later than fifteen (15) days before each run bid.

#### 12.4.5 Scheduling Undefined Work

12.4.5.1 Employees not performing defined bid pieces of work will be scheduled on a daily basis. The schedule shall be made up and posted by 6:00 p.m. each day for the following day's assignments, except the schedule covering assignments for Mondays shall be posted by 6:00 p.m. on the last regular scheduled workday of the previous week.

12.4.5.2 Operators performing undefined work must be available to work any of Link's services.

12.4.5.3 The priority of hours and work assignments will be assigned, at Link's discretion, to the full time operator classification in order to meet the minimum guarantee of hours worked per week.

#### 12.4.6 Extra Work Assignment Sequence.

12.4.6.1 All operators intending to make themselves available for extra work assignment must sign a "Will Work" list at the time they bid for their work shift.

12.4.6.2 Where practical Link will to assign all extra work from the "Will Work" list on a rotating basis according to the following sequence:

12.4.6.1.2.1 Operators signed-up on the "Will Work" list on their regular day off.

12.4.6.1.2.2 Operators signed-up on the "Will Work" list on a regular work day.

12.4.6.1.2.3 Assigned to any Operator available at the discretion of the Operations Supervisor on duty.

#### 12.4.7 Regularly Assigned Shifts/Runs.

12.4.7.1 All work shifts/runs, available for selection through the "shift/run selection process", will be developed and determined by the Operations Manager or his designee.

12.4.7.2 Link will advise the Union of anticipated changes in regularly scheduled shifts/runs. Prior to finalizing those changes, Link will encourage input from a committee which includes Bargaining Unit representatives.

12.5 Residential Phone Service. All Coach Operators shall have their own residential telephone service.

12.6 Meetings & Training. All meetings, including training, will be paid in accordance with applicable federal or state wage laws for the actual length of the meeting or training. Overtime at time and a half (1-1/2) will be paid only if the length of the meeting puts the operator's time worked over forty (40) hours in a workweek.

12.7 Training Policy.

12.7.1 Link seeks, within the limits of available resources, to offer training to increase an Employee's skills, knowledge and abilities directly related to the Employee's duties and functions, to obtain and maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, seminars sponsored by other agencies or organizations, and college-level coursework.

12.7.2 Reimbursement for college-level courses must be pre-approved by the employees Operations Manager or his designee. A minimum grade of "C" must be obtained in order to be eligible for reimbursement. Books and materials may be reimbursed. The number of classes that may be reimbursed per year are: Quarter system - one (1) per quarter, maximum of three (3) quarters per school year; Semester system - one (1) per semester, maximum of two (2) semesters per school year.

12.7.3 Tuition shall not be reimbursed from any other source (i.e. grants, scholarships, awards, etc.) in order to be eligible for reimbursement from Link.

12.8 Overtime Authorization. All overtime shall be authorized by the Operations Manager or his designee in advance or by the end of the Employee's regular work shift, in order to qualify as paid time.

12.9 Call Outs. Employees who are scheduled to work shall be guaranteed a minimum of two (2) hours compensation at their appropriate rate of pay. Employees who are called to work for unscheduled work shall be guaranteed a minimum of three (3) hours compensation at their appropriate rate of pay.

12.10 Pay Periods and Pay Days. Link has two (2) pay periods each month; the 1st through the 15th, and the 16th through the last day of the month. Employees shall receive their paychecks on the 5th of the month for days worked from the 16th to the end of the month and on the 20th of the month for days worked from the 1st to the 15th. When the pay day falls on a Saturday, Sunday, or a holiday, checks will be distributed the preceding Friday.

12.11 No Pyramiding. There shall be no pyramiding of weekly and/or daily work guarantees, overtime pay or other premium wages under this Agreement. Nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked. Nor shall an employee be eligible for more than one guarantee on a daily or weekly basis.

12.12 Link Plus Daily Work Schedule. The Link Plus daily run/shift report times will be posted by 4:00 p.m. on the previous day. Monday run/shift report times will be posted by

4:00 p.m. on the previous Saturday. If a Coach Operator's report time is changed after that operator has gone home for the day, Link will endeavor to contact that Operator to notify him/her of his/her new report time. Coach Operators returning from day(s) off will be required to call-in after 4:00 p.m. for their report time for the following work day.

12.13 Link Plus Start Times. Link Plus start times may be changed by no more than one (1) hour before or after the start time listed in the run description posted when it was bid by the employee.

12.14 Lunches and Breaks

a. Fixed Route At least 50% of all fixed route runs over seven (7) hours will be provided with a lunch break of at least thirty (30) minutes not to exceed one (1) hour.

b. Link Plus Lunch periods for Link Plus will not exceed thirty (30) minutes except by mutual agreement a lunch period may be extended to one (1) hour. Lunches will be taken between the end of the third hour and the beginning of the fifth hour on eight (8) hour shifts and between the end of the fourth hour and the beginning of the sixth hour for ten (10) hour shifts. Two work breaks of ten (10) minutes each shall be taken no earlier than one (1) hour after the beginning of the shift or the end of a lunch break and will be scheduled as near as possible to midway between the first half and second half of a shift.

ARTICLE XIII.

GENERAL LEAVE

13.1 Eligibility and Rate of Accrual. Effective January 1, 2003, for their first five (5) years of employment all full-time regular Coach Operators shall accrue 7 hours of general leave for each pay period in which they have been in paid status for a total accrual of twenty-one (21) days of general leave a year. When a Coach Operator completes his/her fifth year of employment the Coach Operator may begin accruing additional general leave as follows:

<u>Years of Service</u>	<u>General Leave Accrual</u>
5 – 9 Years	22 Days (Est. 7.33 Hrs)
10 – 14 Years	23 Days (Est. 7.67 Hrs)
15 – 19 Years	24 Days (Est. 8 Hrs)
20 – 24 Years	25 Days (Est. 8.33 Hrs)
25 + Years	26 Days (Est. 8.67 Hrs)

13.2 Use of General Leave.

13.2.1 General leave is to be used for vacation, sick leave or other leave

requirements.

13.2.2 Coach Operators are eligible to use general leave as soon as it is accrued as set out in this Agreement. General leave shall not be considered earned until the end of each pay period and shall not be available for use by a Coach Operator until the following pay period.

13.2.3 When a holiday falls within a Coach Operator's general leave period, such holiday shall not be considered as part of the general leave period and the Coach Operator shall receive another day's general leave in lieu thereof.

13.2.4 General leave shall be paid at a minimum of eight (8) hours per day, however Coach Operators may request up to ten (10) hours per day General Leave minus hours worked that day if applicable.

13.2.5 When and if an Employee is eligible for and begins receiving disability payments as set out in this Agreement, no general leave for illness shall be paid to the Employee, except as specified in Article XVI of this Agreement.

13.3 General Leave Scheduling. To make provisions for timely general leave scheduling, all Coach Operators eligible for general leave time shall request general leave time beginning November 1<sup>st</sup> of each year. No Coach Operator will be allowed to sign up for more hours than he/she will accrue by the date of their selected vacation, including holidays that fall within vacation period as provided by Article 13.3.4. Preference of any employee for general leave scheduling may be administered in accordance with seniority as defined in this Article.

13.3.1 For the purpose of general leave selection all eligible Coach Operators shall have a "general leave anniversary date" of January 1<sup>st</sup>.

13.3.2 General leave periods shall be scheduled and taken in calendar week increments to begin on Monday and end on Sunday. Single days off may be scheduled through the "Day Book" in accordance with Link policy as it presently exists or is hereafter amended. Scheduling for all available time off after January 1<sup>st</sup> each year will be accomplished through the Day Book on a first-come first-serve basis. At no time will a Coach Operator be allowed to sign up for time off through the Day Book more than ninety (90) calendar days in advance of the first day(s) off requested.

13.3.3 General leave selection for the subsequent calendar year shall begin on November 1<sup>st</sup> and conclude on December 31<sup>st</sup> or the first business day thereafter, at the close of regular business hours (5:00 p.m.). Each eligible Coach Operator will be assigned a "bid time" and expected to be prepared to select his/her general leave time at that time. Coach Operators who fail to sign up at their appointed time will forfeit their turn and will be placed at the bottom of the sign-up list. Those Coach Operators placed at the bottom of the sign-up list may bid after all other Coach Operators have made their selections, time permitting. In the event a Coach Operator is unable to be present for

general leave selection, the Job Steward or Union Representative may enter his selection for him.

13.3.3.1 Each Coach Operator may pick all weeks that they will accrue by the date to be taken, however Coach Operators may pick only two (2) weeks in the "prime selection period". After all Coach Operators have made their selections additional weeks may be selected if available. Prime Selection Weeks normally are the summer weeks (the week beginning and including Memorial Day and ending the week including Labor Day, Thanksgiving week, Christmas week and New Years week.

13.3.3.2 Coach Operators who fail to sign up at their appointed time will forfeit their turn and will be placed at the bottom of the sign-up list. Those Coach Operators placed at the bottom of the sign-up list may bid after all other Coach Operators have made their selections, time permitting. In the event a Coach Operator is unable to be present for general leave selection, the Job Steward or Union Representative may enter his selection for him.

13.3.4 If a holiday falls within the general leave period, such holiday day will be recognized in lieu of a general leave day off.

13.3.5 It is understood that general leave shall be administered on a year around basis, by the Operations Manager or his designee, including determining the number of Employees scheduled off on any given day or during any given week.

13.3.6 Employees shall not be allowed to cancel their general leave unless otherwise agreed to by the Operations Manager or his designee.

## ARTICLE XIV.

### HOLIDAYS

14.1 Eligibility. The following shall be recognized as paid holidays for all full time regular Coach Operators:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday of January
President's Birthday	3rd Monday of February
Memorial Day	1st Monday of May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November

Day after Thanksgiving Day  
Christmas Day

4<sup>th</sup> Friday of November  
December 25<sup>th</sup>

## 14.2 Observance.

14.2.1 The official holiday schedule will be posted each year on designated employee bulletin boards.

14.2.2 A Full-Time Coach Operator who works on a holiday, will be paid holiday pay plus straight time at the applicable rate for work performed; provided, however, if an Employee works on Independence Day (July 4<sup>th</sup>), Thanksgiving Day, Christmas Day or New Year's Day, the Employee will be paid holiday day pay plus one and one half times his/her regular hourly rate for actual hours worked on such days.

14.2.2.1 When a holiday falls on an eligible Coach Operator's regular day off, he shall be paid eight (8) hours straight-time holiday pay.

14.2.2.2 When a non-service holiday (Labor Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or New Years Day) falls on what would have been a regular operators bid work day, he shall be paid at eight (8) or ten (10) hours straight time holiday pay, whichever is applicable.

14.2.3 An eligible Coach Operator who is in a paid status on a service holiday will be paid eight (8) hours holiday pay, plus straight time at the applicable rate for work performed on the holiday.

14.2.4 Regular full-time Coach Operators who perform work on any of the non-service holidays shall be paid at one and one half (1 ½) times his straight time hourly rate for all hours worked on the day plus holiday pay.

14.2.5 A Coach Operator shall receive holiday pay for "non-service" holidays only if the employee is in a paid status on the regularly scheduled work day prior to and immediately following the holiday. Coach Operators shall receive holiday pay for "service" holidays regardless of their paid status the day before and the day after the holiday.

14.2.6 Employees on worker's compensation or disability insurance are not eligible for holiday pay.

## ARTICLE XV.

### LEAVES OF ABSENCE

#### 15.1 Discretionary Leave of Absence Without Pay.

15.1.1 A discretionary leave of absence without pay shall mean an Employee who is not being paid by Link because the Employee is out of paid leave time, on Worker's Compensation, or on short-term or long-term disability.

15.1.2 Link may grant an employee a discretionary unpaid leave of absence for up to six (6) months. At Link's sole discretion, an additional six (6) months may be granted, provided such leave can be scheduled without adversely affecting Link's operations.

15.1.3 An Employee must present a request for discretionary leave in writing to the Operations Manager or his designee at least ten (10) days in advance of the proposed start date of the leave unless the leave is due to a sudden or unexplained illness. Approval of the request will be at Link's sole discretion.

15.1.4 An Employee must use all of his accrued and unused general leave before being granted a discretionary leave of absence without pay.

15.1.5 No benefits will accrue while on a discretionary leave without pay.

15.2 Union Business Leave. Employees may be granted, at Link's sole discretion, short leaves of absence without pay for Union business, provided reasonable advance notice is given to Link.

#### 15.3 Jury Duty.

15.3.1 Employees shall be allowed necessary leave to serve on the jury of a federal, state or municipal court, if they are neither the plaintiff or defendant in the court action. Employees, receiving notification to report to serve on jury duty, or when subpoenaed, shall notify their Supervisor or the Operations Manager or his/her designee immediately.

15.3.2 An Employee who is impaneled for jury duty or subpoenaed shall receive Jury Duty pay for each day served, provided he/she submits to Link any compensation received for the jury function, except reimbursement for travel. Jury Duty pay is defined as follows: Employees working undefined pieces will have their last two weeks of undefined work averaged and be paid at the average work days hours for each day of jury service. Employees working defined pieces of work will be compensated for all hours missed due to jury service.

15.3.3 An Employee who is excused from jury duty shall notify his/her Supervisor or the Operations Manager or his/her designee immediately and may, at

Link's sole discretion, be required to report to work.

15.4 Military Duty. Link will provide employees military duty and training leave in accordance with Link's existing policies, which are incorporated herein by reference, and applicable federal and state laws.

15.5 Family and Medical Leave. Eligible Coach Operators will be granted up to twelve weeks of family and medical leave during any twelve month period, in accordance with the Family and Medical Leave Act of 1993 (FMLA), as presently enacted or hereafter amended. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances as specified in Link's Family and Medical Leave Policy. Family and medical leave will be administered in accordance with Link's existing or future policies.

15.6 Bereavement Leave. In the event of a death in the Employee's immediate family, employees will be allowed up to 3 days leave with pay to attend the funeral and/or assist in funeral arrangements. Immediate family is defined as an employees spouse, children, parents, grandparents, siblings and in-law relations of the same. Leave in excess of 3 days may be arranged through the Day Book. Bereavement Leave pay is defined as follows: Employees working undefined pieces of work will have their last two weeks of undefined work averaged and be paid at the average work days hours for each day of Bereavement Leave. Employees working defined pieces of work will be compensated for all hours missed due to Bereavement Leave.

15.7 Medical Leave. A medical leave of absence is any paid or unpaid leave related to workers compensation, state and/or federal Family Leave provisions, or state and/or federal disability laws.

15.7.1 Link shall grant an employee medical leave in accordance with applicable state and/or federal law. An employee must request such leave in writing as required by the applicable law or regulation. An employee requiring a medical leave of absence longer than the provisions of such laws may request additional leave as provided in Article 15.1, discretionary Leave.

15.7.2 Employees on a medical leave for more than 10 working days must report to their supervisor at least every two weeks regarding their medical status and intent to return to work.

15.8 Return to Work Policy.

15.8.1 Extended Absence. Link supports the efforts of any Coach Operator recovering from an illness or injury to return to work as soon as possible. Employees returning to work after an extended absence of thirty (30) days or more due to an on or off-the-job injury or illness for whatever reason, will be required to take a check ride.

15.8.2 Returning to Work. Call-back time for Operators returning to work will be no later than 2:00 p.m. the day before the Operator plans on returning to work. Operators intending to return to work on a Monday must call back by 2:00 p.m. of the last regular scheduled workday of the preceding workweek.

15.9 Absence Reporting Policy. The following is a guide for reporting and verifying illnesses or injuries:

15.9.1 A doctor's statement may be required upon return to work after an illness or injury or in situations of suspected sick leave abuse. An instance due to suspected sick-leave abuse or an illness that exceeds three (3) consecutive days, may require the Employee supply Link with satisfactory verification from a licensed medical practitioner stating that the Employee is able and fit to return to the job and perform the essential functions of the Coach Operator position.

15.9.1.1 The verification must be presented before return to work.

15.9.1.2 The licensed medical practitioner's certificate at a minimum will contain the following:

15.9.1.2.1 Time and date the practitioner attended the employee.

15.9.1.2.2 Verification of fitness for work as a Coach Operator.

15.9.1.2.3 Date available for work.

15.9.1.2.4 Practitioner's signature and phone number.

15.9.2 If an Operator is unable to report to work because of illness or injury, the Operator must call in at least one (1) hour prior to the start of his shift. Shift, for the purposes of this section, shall be interpreted to mean the Operator's entire work assignment(s) for that day. When an Operator calls in sick that Operator is considered sick for the full day.

15.10 Sick Leave Effective January 1, 2006, full-time regular coach operators on the payroll as of December 17, 2002, and thereafter any employee with five or more years of continuance service, shall accumulate sick leave pay at the rate of three and one-third (3 1/3) hours per month. Sick leave shall be cumulative from year to year, but not to exceed eighty (80) hours.

15.10.1 Eligible coach operators shall receive accrued Sick Leave on the third day of absence due to an accident or illness. Sick Leave shall be paid on the first day of absence if the employee is hospitalized.

15.10.2 Sick Leave pay is defined as follows: Employees working undefined pieces of work will have their last two weeks of undefined work averaged and be paid at

the average work days hours for each day of Sick Leave. Employees working defined pieces of work will be compensated for all hours missed due to Sick Leave.

15.10.3 Sick leave benefits shall apply only to bona-fide cases of sickness and accidents, with the exception of on-the-job accidents, which are covered by the State Industrial Insurance. An employee who is collecting Workmen's Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, provided however, if such Workmen's Compensation temporary disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall receive sick benefits in addition to such Workmen's Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits he would have otherwise received as provided herein.

## ARTICLE XVI.

### WORKERS COMPENSATION

Link shall pay to an injured Employee the difference between what the Employee receives from Workers' Compensation and the Employee's regular salary after taxes. The dollar value paid by Link shall be converted to the regular hourly rate of pay and charged on an hourly basis against the Employee's accrued general leave. Upon exhaustion of the Employee's general leave, the supplemental payments shall cease. Following the exhaustion of the Employee's supplemental benefit under this Article, the Employee shall receive Workers' Compensation benefits as provided under state law.

## ARTICLE XVII.

### INSURANCE BENEFITS

17.1. For Full-time Regular employees Link will continue to provide medical, dental and vision coverage under the Washington Teamsters Welfare Trust Plan B; including additional Life, A D & D, Time loss and Long Term Disability, Washington Dental Service Plan B, and Washington Teamsters Vision Care Extended plan.

17.1.1 Effective January 1, 2006 Link agrees to pay up to the amount of \$785.30 on behalf of each full-time employee who has worked 80 hours or more the preceding month, to maintain medical, dental and vision coverage. Any amount over and above the Employer's contribution shall be borne by the Employee first by reducing the amount of the employee's VEBA contribution, as provided in 17.4, by a like amount of the required contribution, and then by payroll deduction.

17.1.2 Effective January 1, 2007 Link agrees to pay up to the amount of \$822.23 on behalf of each full-time employee who has worked 80 hours or more the preceding month, to maintain medical, dental and vision coverage. Any amount over and above

the Employer's contribution shall be borne by the Employee first by reducing the amount of the employee's VEBA contribution, as provided in 17.4, by a like amount of the required contribution, and then by payroll deduction.

17.1.3 Effective January 1, 2008 Link agrees to pay up to the amount of \$863.35 on behalf of each full-time employee who has worked 80 hours or more the preceding month, to maintain medical, dental and vision coverage. Any amount over and above the Employer's contribution shall be borne by the Employee first by reducing the amount of the employee's VEBA contribution, as provided in 17.4, by a like amount of the required contribution, and then by payroll deduction.

17.1.5 In the event premiums for the medical insurance increase by 20% or more during any year of this Agreement, the parties agree to re-open this Agreement for the purpose of negotiating the cost share of said increase.

17.2 Benefit Eligibility. Until a Full-Time Regular Operator has completed the Coach Operator's training program the Employee is not eligible to participate in the medical/dental/vision, life insurance, and short and long-term disability programs available through Link. Only Full-Time Coach Operators who have been compensated for 80 hours in the preceding month are eligible for medical, dental and vision coverage. Further, only Full-Time Regular Operators, per Paragraph 13.1, are eligible to accrue and use general leave; and only Full-Time Regular Employees are eligible to receive Link's contribution, if any, to the Deferred Compensation Plan.

17.2 For Part-time Regular employees Link will provide medical coverage under the Washington Teamsters Welfare Trust Plan WT-100.

17.2.1 Effective January 1, 2006 Link agrees to pay up to the amount of \$208.13 on behalf of each part-time employee, for employee only coverage, who has worked 80 hours or more the preceding month, to maintain medical coverage for the life of this agreement. Any amount over and above the Employers contribution shall be borne by the Employee by payroll deduction.

17.4 Effective January 1, 2006 Link will deduct \$80.56 from payroll and contribute such amount into a VEBA Medical Savings Account on behalf of each Full-time Regular employee.

17.4.1 Any monetary savings as a result of the difference between the contribution amount Link pays toward health and welfare benefits for Full-time Regular employees less the actual cost of the health and welfare premium will be contributed into the VEBA Medical Savings Account on behalf of each employee.

17.4.2 Any employee contribution required to maintain medical, dental and vision premiums will first be attained by reducing the amount of the employees VEBA account contribution.

17.5 Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including self-insured plans), referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to Link, nor shall such failure be considered a breach by Link of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to Link, an Employee or the beneficiary of any Employee.

17.6 Retirees Health and Welfare In the event the Trustees of the Teamsters Retirees Welfare Trust modify the RWT-Plus health insurance plan to accept as participants non-bargaining unit members associated with this bargaining unit, the Parties agree to enter into negotiations for the purpose of possible implementation of the plan.

## ARTICLE XVIII.

### RETIREMENT BENEFITS

18.1 State Retirement Plan. Link agrees to provide to all eligible employees covered by this Agreement retirement benefits under the Public Employees Retirement System. Benefit levels of this plan, as well as appropriate contribution rates, are set forth by the State of Washington.

18.1.1 In the event Link's portion of the PERS-2 contribution exceeds 5.06% during the life of this Agreement, the parties agree to re-open this Labor Agreement for the purposes of discussing mitigation for the excess contribution.

18.2 Deferred Compensation Plan. Link will continue to allow eligible employees to participate in a Deferred Compensation Plan as described in Link's Personnel Policies and Standards Manual, as presently adopted or hereafter amended.

18.3 WCT Pension Plan. Effective January 1, 2006 Link will continue to contribute, on behalf of each bargaining unit member covered by this Agreement, into the Western Conference of Teamsters Pension Trust, an hourly sum, up to a maximum of 184 straight time hours per month as provided below.

18.3.1 Effective January 1, 2006 Link will contribute one dollar (\$1.00) for each compensable straight-time hour on behalf of each bargaining unit employee.

## ARTICLE XIX.

## UNION ACCESS

19.1 Union Visitation. Link agrees that non-employee officers and representatives of the Union shall have reasonable access to Link premises during working hours with advance notice to the Operations Manager or his designee. Such visitations shall be for the reasons of the administration of this agreement. The Union agrees that such activities shall not interfere with the normal work duties of Employees. Link reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.

19.2 Stewards. Link recognizes the right of the Union to designate Job Stewards and alternates from the bargaining unit. The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

19.2.1 The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

19.2.2 The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such message and information:

19.2.2.1 have been reduced to writing; or

19.2.2.2 if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with Link's operational requirements.

19.2.3 Job Stewards and alternates have no authority to take strike action or any other action interrupting Link's business. Link recognizes these limitations upon the Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. Link in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge.

19.2.4 The Job Stewards or the designated alternates shall be permitted reasonable time to investigate, present and process grievances on Link property without interruption to Link's operation. Upon mutual agreement, stewards may be allowed to leave their work areas to investigate and process grievances.

19.2.5 Time spent in handling grievances during the Job Steward's or the designated alternate's regular working hours shall be paid at Link's straight time hourly rate of pay.

19.2.6 Link recognizes the Employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the Employee

reasonably contemplates disciplinary action.

19.2.7 Job Stewards, or designated alternates, shall, at all times, be allowed to wear in addition to their Union membership pin, as designated by Link policies and procedures, an identifying steward's badge provided by the Union.

19.3 Union Postings. Link agrees to provide space for posting of Union materials at work locations as determined by Link and the Union. No materials shall be posted except notices of meetings and elections, results of elections, changes in governing laws of the Union, notices of social occasions of Employees, and similar Union notices, letters, memorandums, and newsletters; the same shall be signed by an officer of the Union or bear a fixed Union letterhead with a copy delivered to the Operations Manager or his designee. No material shall be posted on or in Link's property by or on behalf of the Union or its members except as provided above. However, during times of general Union election of officers, Link's and the Union shall agree upon suitable space and conditions for the posting of campaign literature.

19.4 Labor-Management Committee. Link and the Union will endeavor to meet on an as-needed basis for the purpose of discussing and/or proposing resolution to issues or problems of Link policy which affect the Bargaining Unit and which either party requests be discussed, other than grievances which are being processed, unless otherwise mutually agreed by the parties.

## ARTICLE XX.

### WORK STANDARDS AND CONDUCT

#### 20.1 General Policy

20.1.1 All Link Employees are expected to represent Link to the public in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment; as determined by their position and the Operations Manager or his designee.

20.1.2 Since the proper working relationship between employees and Link depends on each Employee's on-going performance, professional conduct and behavior, certain minimum standards of personal conduct have been established. Expectations are: basic tact and courtesy towards the public and fellow employees; adherence to Link's policies, procedures, safety rules and safe work practices; preserving and protecting Link's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens.

#### 20.2 Attendance

20.2.1 Prompt, dependable attendance is essential to the operation of an efficient transit agency. This Contract contains rules of behavior and attendance that will

enhance performance and communication between team members. Violation of these policies and procedures shall subject Coach Operators to disciplinary action including possible termination.

20.2.2 Employee absences weakens Link's ability to furnish efficient public transportation and threatens the integrity of the system. Our guests depend upon timely, reliable service; it is therefore a requirement that all Coach Operators establish good attendance records. To furnish efficient and reliable public transportation, all Coach Operators must know what is expected of them.

20.2.3 To be responsive to the needs of the public, all Coach Operators will be expected to:

20.2.3.1 Follow all general leave requirements as stated in the general leave policy and Link's personnel policies and procedures.

20.2.3.2 Perform the job with safety as a major priority.

20.2.3.3 Maintain adequate personal hygiene and personal health standards.

20.2.3.4 Attend to personal business during off-duty hours.

20.2.3.5 Maintain a healthy mental, emotional, and physical attitude toward job performance.

20.2.3.6 Realize that all requests for road relief will be subject to general leave requirements.

20.2.3.7 Maintain satisfactory attendance.

### 20.3 Outside Employment

20.3.1 An Employee may engage in other employment outside Link provided, that:

20.3.1.1 The employment does not involve conducting off-duty employment related business during hours of employment with Link; and

20.3.1.2 Such duty does not conflict or interfere with the Employee's duties at Link; and

20.3.1.3 The employment does not conflict with Link's Procurement Policy; and

20.3.1.4 The Employee does not use Link property or vehicles when

engaging in off-duty employment, unless approved in advance by the Operations Manager or his designee.

20.3.2 Employees wishing to engage in off-duty employment shall report the off duty work activity to the Operations Manager or his designee prior to commencing the activity.

20.3.3 An Employee who sustains an injury or illness in connection with off-duty employment shall not receive worker's compensation benefits from Link.

20.3.4 In cases where an off-duty employment related injury or illness results in an Employee's temporary disability, the Employee shall be required to use any available leave accruals during the period of disability. Upon exhaustion of paid leave accruals the Employee may request a leave of absence without pay that may be granted by Link.

20.3.5 If an Employee who received an off-duty employment related injury or illness cannot return to his/her position of employment with Link prior to the injury or illness, and Link cannot reasonably accommodate the Employee in a position then available at Link, the Employee may be subject to termination.

#### 20.4 Driver's License

20.4.1 An Employee who drives a Link vehicle shall have a valid Washington State driver's license. Employees driving vehicles that require a commercial driver's license to operate shall obtain and maintain that license. If such an Employee's license expires or is suspended or revoked, he/she shall be subject to disciplinary action.

20.4.2 The Employee shall report such an expiration, suspension or revocation to the Operations Manager or his designee before the end of the day following the notice of such to the Employee. Should the Employee fail to immediately report such a revocation or suspension of his license to the Operations Manager or his designee and fail to discontinue operating Link vehicles, the Employee shall be subject to disciplinary action.

20.4.3 Employees shall have only one driver's license.

20.4.4 Employees shall report all traffic convictions to Link (including those that occur when driving a private vehicle). They shall be reported within thirty (30) days of the date of conviction. If the violation occurs out of state, the Employee must also notify the State of Washington. Employees failing to comply with this policy shall be subject to disciplinary action, including termination

20.4.5 An Employee whose work requires the operation of a Link vehicle shall be subject to an annual Department of Motor Vehicles driving records check. This record check reports convictions for traffic offenses and accidents on the employee's personal and commercial driving record.

## 20.5 Use of Equipment and Telephones

20.5.1 Link property, equipment, vehicles, labor or services shall be used for Link purposes only. Employees shall limit personal telephone calls. No personal long distance calls shall be allowed unless the call is charged to the Employee's credit card or the charges are reversed.

20.5.2 No Employee shall utilize any of Link's vendor accounts to purchase items for their own personal use.

20.5.3 The use of personal Cellular phones is not allowed while operating or occupying Link vehicles.

## 20.6 Political Activities

20.6.1 Employees may participate in political or partisan activities of their choosing provided that Link resources and property are not utilized, and the activity does not adversely affect the responsibilities of the Employees in their positions. Employees may not campaign on Link time or in Link uniform or while representing Link in any way. Employees may not allow others to use Link facilities or funds for political activities.

20.6.2 Any Employee who meets with or may be observed by the public or otherwise represents Link to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Link property, or on Link time, for a contribution for a partisan political cause.

## 20.7 Drug and Alcohol Policy

20.7.1 Link has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, Link will conform with Link policy and the Federal Transit Administration's regulations for drug and alcohol testing. Drug and alcohol testing and employee searches will be conducted in accordance with Link's Drug and Alcohol Abuse policy as currently enacted or hereafter amended.

# ARTICLE XXI.

## UNIFORMS

21.1 Dress and Appearance Guide. The following requirements are designated to provide a consistent standard for dress, appearance and grooming; provided, however, Link reserves the right to modify, at its discretion, any of these standards to reasonably accommodate individuals with medically established handicaps or disabilities, if necessary.

21.2 Uniform Requirements. Coach Operators shall maintain the "Link Look": Conservative cosmetics and jewelry, hair well groomed, hands and nails clean, uniforms pressed and clean, conservative shoes, and Hosts with fresh shave or short, well trimmed beards and mustaches. Our Link Look emphasizes our naturalness. The image each Host or Hostess makes is the image guests get of our service. We're proud and professional...we look our best!

### 21.2.1 Uniform:

Uniforms shall be neat, clean, pressed, in good repair, and shall fit satisfactorily.

#### a. Full-time Coach Operator Uniform

1 hat (cap) – optional  
4 shirts (long or short sleeved)  
3 pants  
1 multi-purpose parka  
2 sweaters (or sweater vests)  
2 pair summer shorts  
3 summer only shirts/blouses

b. Part-time Coach Operator Uniform

1 hat (cap) – optional  
2 shirts (long or short sleeved)  
2 pants  
1 multi-purpose parka  
2 sweaters (or sweater vests)  
2 pair summer shorts  
2 summer only shirts/blouses

Pants - If pants display belt loops, a belt shall be worn. The belt shall be black or brown. Suspenders may be worn with or without belt. Suspenders shall be black or navy blue.

Blouses/Shirts - Link issued only.

Long sleeve shirts/blouses shall have cuffs buttoned. Shirts/blouses shall be tucked in at all times. Summer shirts may be worn un-tucked.

Link logo - shall be displayed on all uniform sweaters, jackets, shirts, and blouses.

Hats - shall be standard Link issue hat only.

Socks - shall be solid color, white only with summer uniform or black, brown or navy only.

Shoes – Shoes worn with winter uniform shall be solid black, brown or dark blue, depending on pant color. Shall be dress style (leather or simulated.) Boots worn in place of shoes shall meet the same requirements. Shoes worn with the summer shorts shall be predominately white and of an athletic style. Any of the above style shoes may be worn with the summer slacks.

Heels shall not exceed one inch when measured from the bottom of the heel to where it joins the rest of the shoe.

Soles of the shoes shall not exceed one inch and shall have both closed heels and toes. No platform shoes, moccasins, sandals, or clogs are permitted.

Nametags - Shall be Link-issued and shall be worn while on duty. Only Link-issued and approved nametags, patches, etc., are allowed on the issued uniforms.

Uniforms are only to be worn to and from work and while on duty. When in uniform, Coach Operators are not to be engaged in unauthorized activities or to be seen at inappropriate locations including, but not limited to taverns, bars, and liquor stores.

Link will replace worn uniforms, if the replacement article is turned in and shows normal wear and tear.

b. One Union pin or button may be worn by Coach Operators, as designated in Link's policies and procedures, while in uniform and on duty. Union Stewards may wear an additional Stewards pin in addition to the Union membership pin.

## ARTICLE XXII.

### PRE-TRIP INSPECTION, SAFETY EQUIPMENT, SANITARY AND FIRST AID FACILITIES

22.1 Pre-Trip Inspection. Each Coach Operator shall complete a pre-trip inspection at the beginning of his shift. If a problem requires immediate attention, the Employee is responsible for calling Dispatch. A vehicle condition report form must be completed for any identified defects and turned in at the end of the Employee's shift.

22.2 Safety Equipment. Link shall install and maintain heaters and defrosters on all buses, and all safety equipment required by law.

22.3 Toilet Facilities. Link will endeavor to arrange for adequate toilet facilities serving

all lines of operation and will insure their sanitary condition.

22.4 First Aid Equipment. Link will arrange for adequate first aid equipment on all vehicles and at all permanent work-site locations.

### ARTICLE XXIII.

#### RIGHT TO PRIVACY

Link will not establish or maintain surveillance of Employees by means of electronic surveillance devices without advance notice to the Union.

### ARTICLE XXIV.

#### WAGES

The rates of pay for Employees are set forth in Appendix "A".

Effective January 1, 2003 all operators hired prior to December 17, 2002 will be paid in accordance with "Wage Schedule A".

Effective January 1, 2003 all operators hired after December 17, 2002 will be paid in accordance with "Wage Schedule B".

### ARTICLE XXV.

#### WAIVER OF BARGAINING

25.1 Opportunity to Negotiate. 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Link and the Union, for the duration of this Agreement, each waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred or covered in this Agreement.

25.2 Entire Agreement. This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

25.3 Conflict With Legal or Affirmative Action Requirements. If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on Link by federal or state statutory or common law, administrative rule or regulation, executive order, then such legal obligations or affirmative action requirements thus imposed shall be controlling.

## ARTICLE XXVI.

### SAVINGS CLAUSE

Nothing in this Agreement shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, or public regulation, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Both parties agree to attempt to renegotiate such invalidated provisions to comply with the law. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

## ARTICLE XXVII.

### AMENDMENT OF AGREEMENT

This Agreement may be amended only by the mutual written agreement of the parties. Such amendment shall be lettered, dated and signed by the parties, and together with the attached Appendices, shall constitute a part of this Agreement.

ARTICLE XXVIII.

DURATION

28.1 This agreement shall be effective January 1, 2006, and shall remain in full force and effect through December 31, 2008.

28.2 The Union must notify Link at least one hundred twenty (120) working days prior to December 31, 2008, that the Union desires to commence negotiations for a new Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) working days prior to the termination date of this Agreement. Unless otherwise agreed in writing prior to the agreed termination date, this Agreement shall terminate as scheduled. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement. The parties may extend the terms of this Agreement by written agreement.

DATED: \_\_\_\_\_

**Link Transit:**

**Teamsters Local Union No. 760:**

\_\_\_\_\_  
Richard DeRock, General Manager

\_\_\_\_\_  
John Parks, Secretary/Treasurer

APPENDIX "A"

WAGES

WAGE SCHEDULE A

Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2006	13.94	14.51	15.09	15.71	16.35	17.02	17.69	18.42
2007	14.30	14.89	15.48	16.11	16.77	17.46	18.14	18.89
2008	14.69	15.29	15.90	16.55	17.23	17.93	18.64	19.40

WAGE SCHEDULE B

Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2006	13.94	14.30	14.66	15.04	15.42	15.82
2007	14.30	14.67	15.04	15.43	15.82	16.23
2008	14.69	15.07	15.45	15.84	16.25	16.67

  

Year	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
2006	16.22	16.63	17.06	17.49	17.94	18.42
2007	16.64	17.06	17.50	17.94	18.40	18.89
2008	17.09	17.52	17.94	18.43	18.90	19.40

## **LINK POSITIVE PERFORMANCE SYSTEM**

### **SYSTEM OBJECTIVES**

- Place responsibility for individual performance with the employee
- Provide an environment that allows all employees to succeed
- Build commitment to the mission of the organization
- Develop and maintain high quality services
- Create a reasonable, fair and consistent system of performance analysis
- Create a program that addresses all levels of performance
- Build better relationships between Employees and Supervisors
- Create positive outcomes through coaching and joint problem solving
- Create a program that is easy to understand and easy to administer

### **SUPERVISOR ACCOUNTABILITY**

- Treat all employees and guests with respect
- Communicate appropriate standards and expectations
- Seek opportunities to express sincere, timely appreciation for commendable performance
- Bring performance deficiencies to an employee's attention quickly with sensitivity
- Provide coaching to help employees achieve improved performance
- Work effectively as an individual, in teams and on committees
- Apply policies in a consistent, non-discriminatory manner
- Lead by example

### **EMPLOYEE ACCOUNTABILITY**

- Treat all employees and guests with respect
- Meet established expectations and standards of performance and behavior
- Arrive to work in condition and attitude to perform their duties safely and effectively
- Maintain a satisfactory performance record
- Work effectively as an individual, in teams and on committees
- Know and follow Link policies and procedures

### **COACHING**

Supervisors will be teamed with employees to help achieve excellence in performance of the employee and the organization. Supervisors will provide expertise, feedback and training. Both supervisor and employee will engage in constructive conversations and exercise that foster teamwork and problem solving. A two-way communication network should be the outcome, with the focus on achieving future success for all. The supervisor shall document the coaching with an explanation of the violation and what corrective measures are to be taken. An employee may explain or rebut the incident leading to the coaching using the same documentation and the employer shall retain the record in the employees personnel file.

Coaching is not part of the formal discipline process. It is intended to be an informal process aimed at correcting minor performance issues before they become bigger problems. Commendations and minor performance problems will be handled at this level by a dialogue between the employee and supervisor. However, in the event of formal discipline, coaching's leading to formal discipline will be addressed through the grievance procedure only if and when an employee files a grievance over the formal discipline. Documentation in this program will remain in the employee's personnel file only until it has expired or leads to formal discipline.

### **COACHING OBJECTIVES**

- Jointly develop opportunities that enhance individual and system performance
- Clarify procedures, practices, standards and expectations
- Provide employee guidance toward positive performance outcomes
- Identify better ways for the employee to do the job
- Obtain a commitment from the employee on how performance will improve
- Document the discussion and agreed upon objectives
- Identify and celebrate successful performance outcomes

### **COACHING FOR PERFORMANCE ENHANCEMENT**

- Familiarizing employees with organizational goals, policies, philosophy, structure and products
- Training employees on new tasks and unfamiliar equipment, or training as needed
- Teaching a new procedure, policy or legal requirement
- Familiarizing employees with new contract language and requirements
- Demonstrating methods of enhancing job skills and knowledge

### **COACHING FOR PROBLEM SOLVING**

- Assist the employee with recognition and definition of the problem
- Develop effective solutions together to help the employee get back on track with acceptable performance
- Provide feedback to clarify expectations
- Provide alternatives for improving employee performance
- Gain the employee's commitment to improve their performance
- Notify the employee of the need for continued performance improvements and the potential outcomes of continued poor performance
- Document coaching sessions for both parties benefit and information
- Commend and congratulate employees when problems are solved successfully

## **POSITIVE PERFORMANCE**

Employees who have exemplary performance will be acknowledged and rewarded by the organization. These team players and high performers set the examples by which others can shape their performance. Achieving high goals will be rewarded at Link. All employees have an equal chance to perform positively.

## **POSITIVE PERFORMANCE – AWARDS AND REWARDS**

- Verbal recognition and acknowledgements
- National Safety Council Safe Driver Awards
- High Five Awards
- General Manager Awards
- Gain Sharing

## **FORMAL DISCIPLINE**

- Corrective steps designed to change behavior and create successful work performance
- Issued when an employee does not respond to coaching or when a performance problem is serious enough to warrant formal action

## **FORMAL DISCIPLINE – TWO CATEGORIES**

Discipline will be tracked independently in each of two performance categories:

- Job Performance / Safety      Guest/Internal relations, Uniform/Grooming, Accidents, Injuries, Safety policies/procedures, Non-Safety policies/procedures
- Attendance -      Absences, Late reports, No shows, Early relief's, Late call-ins

## **FORMAL DISCIPLINE – PROGRESSIVE STEPS and TIME PERIODS**

- First Written Reminder      Six (6) months  
(A conversation with the supervisor and a memo that describes the nature of the performance problem, identifies the agreed upon solutions, articulates the 6-month time frame, and identifies the penalty for continued occurrences)
- Second Written Reminder      Nine (9) months  
(A conversation with a supervisor and a memo, similar to the first written reminder, with more emphasis placed on the need for improvement and the severity of the performance problem)



The determination of accident preventability and whether it is minor, serious or major, will be conducted by the Safety Officer in accordance with Link's ongoing practices. Attachment "B" is the Preventable Accident Review System used by Link to make accident severity determination.

## **FORGIVENESS RULE**

The forgiveness rule recognizes improved performance and gives the employee a way to clean up a poor performance record. When an employee successfully completes the specific time period associated with a formal disciplinary step, with no further performance problems in the affected performance category, they will start with a clean slate in that category.

The Supervisor and the Operations Manager shall be responsible for cleaning the slate if an employee has gone without further problems for the specified performance period. The Operations Department and the Administrative Services Department shall maintain a tickler file to assist with the documentation and deactivation of formal discipline.

The Forgiveness Rule applies to coachings and formal discipline. Coachings are not formal discipline, however coachings shall have a life span of 6 months. To be fair to all, the time periods identified as part of each disciplinary step shall not be changed, i.e., 6 months for first written reminder.

When an employee has had their discipline cleared by maintaining a satisfactory or better performance record for the required time, the supervisor will meet with the employee to commend them for improved performance and inform them that they have a clean slate in that category.

## **CARDINAL SIN VIOLATIONS**

There are some employee actions that are not covered by the formal discipline process described above. These are actions that are so serious that immediate removal from the workplace is necessary. Removal from the workplace may be necessary because the employee's actions indicate that remaining on the job or returning to the job may be detrimental to the employee, co-workers, Link's guests, the equipment or the agency. In these cases, the employee will be required to stay off Link's property and equipment, pending an investigation. The employee would be suspended without pay until the investigation is completed.

The following are examples of those actions or incidents that would be categorized as Cardinal Sin Violations:

- Violations of Link's drug and alcohol policy
- Committing a felony while on duty or representing Link
- Loss of your Commercial Drivers License
- Demonstrated Dishonesty or falsification of Link documents

- Failure to report an accident
- Assault of a guest, employee or supervisor while in uniform or on duty
- Employee negligence or recklessness resulting in a major accident, incident or injury
- Possession of a firearm or brandishing a weapon while on duty
- Gross insubordination
- Workplace harassment or coercion
- Stealing from guests, employees or the organization
- Gambling while on duty or on Link property
- This list is not meant to be inclusive, but represent those behaviors that may be detrimental to the employee, co-workers, Link's guests, the equipment or the agency.

The Cardinal Sin investigation shall have one of three outcomes:

- The alleged conduct may be found to be unsupported. The employee will meet with his/her supervisor, receive a polite explanation, be paid for all normal work hours missed, and be returned to work.
- The disciplinary action may be found warranted, but discharge not appropriate. The appropriate level of discipline as determined by Link will be administered and the employee may be compensated for regular wages lost, depending on the circumstances. However, if the employee is unfit for work or does not return to work when notified to do so, discharge of employment will result with the last day worked being the last day paid.
- The investigation may find that discharge can be validly supported. The employee will be notified of the discharge and required to return all company uniforms and equipment. The discharge will be administered as expeditiously as possible. The employee's last day worked will be his/her last day paid.

**THE DISCIPLINE PROCESS**

**ATTENDANCE**

	1 <sup>st</sup> Written Reprimand 6-Months	2 <sup>nd</sup> Written Reprimand 9-Months	Decision-Making Leave 12-Months	Discharge
Absence	4 <sup>th</sup> Occurrence	5 <sup>th</sup> Occurrence	6 <sup>th</sup> Occurrence	7 <sup>th</sup> Occurrence
Late Report	3 <sup>rd</sup> Occurrence	4 <sup>th</sup> Occurrence	5 <sup>th</sup> Occurrence	6 <sup>th</sup> Occurrence
No Show	1 <sup>st</sup> Occurrence	2 <sup>nd</sup> Occurrence	3 <sup>rd</sup> Occurrence	4 <sup>th</sup> Occurrence
Late Call-in	2 <sup>nd</sup> Occurrence	3 <sup>rd</sup> Occurrence	4 <sup>th</sup> Occurrence	5 <sup>th</sup> Occurrence

**ALL OTHER NON-CARDINAL SIN VIOLATIONS**

DISCIPLINE	1st WRITTEN REPRIMAND	2ND WRITTEN REPRIMAND	DECISION MAKING LEAVE	DISCHARGE
POINTS	6PTS	10 PTS	15 PTS	20 PTS

VIOLATION OF	OCCURENCE	POINTS
UNIFORM/APPEARANCE	EACH	1
NON-SAFETY POLICY/PROC.	EACH	2
GUEST/INTERNAL RELATIONS	EACH	2
SAFETY POLICY/PROC. CLASS 1	EACH	3
ACCIDENTS/INCIDENTS CLASS 2	EACH	3
ACCIDENTS/INCIDENTS CLASS 3	EACH	6
ACCIDENTS/INJURIES	EACH	10

**EMPLOYEES WILL BE COACHED FOR ALL OCCURENCES FROM 1 – 5 POINTS**

**Preventable Accident Review System**  
**SEVERITY ANALYSIS / CLASSIFICATION WORKSHEET**

Operator’s Name \_\_\_\_\_ Accident # \_\_\_\_\_  
 Date of Accident \_\_\_\_\_

**NEGLIGENCE**

<u>Disobedience of:</u>	<u>Points</u>
Basic rules of defensive driving	3 _____
Company policy / statutes	5 _____
Operator impaired	15 _____

Comments/Description:  
 \_\_\_\_\_  
 \_\_\_\_\_

**INJURIES**

<u>Collision:</u>	<u>Points</u>
No Injury	0 _____
Complaint of Injury – none visible	1 _____
Visible Injury	3 _____
Disabling	8 _____
Fatal	15 _____

Comments/Description:  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>Personal Injury:</u>	<u>Points</u>
No Injury	0 _____
Complaint of Injury – none visible	1 _____
Visible Injury	3 _____
Disabling	8 _____
Fatal	15 _____

Comments/Description:  
 \_\_\_\_\_  
 \_\_\_\_\_

**PROPERTY DAMAGE**

<u>Revenue Vehical Repair Costs:</u>		<u>Points</u>
Miniscule	(\$0 - \$100)	0 _____
Minor	(\$101 - \$1,000)	1 _____
Moderate	(\$1,001 - \$5,000)	3 _____
Major	(\$5,001 - \$20,000)	5 _____
Severe	(\$20,001 or more)	7 _____

Comments/Description: \_\_\_\_\_  
\_\_\_\_\_

<u>Other Vehicle:</u>		<u>Points</u>
Miniscule	(\$0 - \$300)	0 _____
Minor	(\$300 - \$1,000)	1 _____
Moderate	(\$1,001 - \$5,000)	3 _____
Major	(\$5,001 - \$10,000)	5 _____
Severe	(\$10,001+)	7 _____

Comments/Description: \_\_\_\_\_  
\_\_\_\_\_

<u>Other (non-vehicular):</u>		<u>Points</u>
Miniscule	(\$0 - \$200)	0 _____
Minor	(\$201 - \$1,000)	1 _____
Moderate	(\$1,001 - \$2,500)	3 _____
Major	(\$2,501 - \$10,000)	5 _____
Severe	(\$10,001 or more)	7 _____

Comments/Description: \_\_\_\_\_  
\_\_\_\_\_

**TOTAL SEVERTIY ANALYSIS POINTS:** \_\_\_\_\_

**TOTAL SEVERITY ANALYSIS POINTS**

- 1 – 7
- 8 – 14
- More than 14

**ACCIDENT CLASSIFICATION**

- Class 1 Accident
- Class 2 Accident
- Class 3 Accident

Safety & Training Officer \_\_\_\_\_ Date: \_\_\_\_\_