

COMPENSATION PLAN

for Non-Represented Employees



MISSION STATEMENT

To enhance the quality of life, bolster mobility, and create opportunities through public transit.

VISION STATEMENT

Provide customer-friendly, reliable, economical, and efficient transportation services that encourage residents and visitors to select Clallam Transit System as an integral part of their routine transportation choices.

Review Responsibility: Barb Cox, Human Resources Manager		Approved By: Jason McNickle, General Manager	
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TABLE OF CONTENTS			

1.	PURPOSE	3
2.	DEFINITIONS	3
3.	HOURS OF WORK	4
4.	SALARIES.....	5
5.	HEALTHCARE BENEFITS	6
6.	HEALTH REIMBURSEMENT ACCOUNT.....	6
7.	MEDICAL COVERAGE HRA WAIVER CONTRIBUTIONS	7
8.	FLEXIBLE SAVINGS ACCOUNTS	7
9.	RETIREMENT PLAN.....	7
10.	457 RETIREMENT PLAN.....	8
11.	SUPPLEMENTAL POST-EMPLOYMENT HEALTHCARE BENEFIT PROGRAM.....	8
12.	GENERAL LEAVE	8
13.	HOLIDAY LEAVE.....	9
15.	FAMILY CARE LEAVE	12
16.	FAMILY AND MEDICAL LEAVE ACT LEAVE	12
17.	WASHINGTON PAID FAMILY AND MEDICAL LEAVE	13
18.	PERSONAL HEALTH LEAVE	13
19.	DOMESTIC VIOLENCE LEAVE.....	14
20.	BEREAVEMENT LEAVE	15
21.	SHARED LEAVE.....	15
22.	MILITARY LEAVE.....	15
23.	HOLIDAYS FOR REASONS OF FAITH OR CONSCIENCE	16
24.	JURY DUTY LEAVE	16
25.	COURT AND LEGAL PROCEEDINGS LEAVE.....	16
26.	MISCELLANEOUS LEAVE OF ABSENCE	17
27.	WELLNESS PROGRAM	17
28.	STATE INDUSTRIAL INSURANCE PROGRAM	17
29.	UNEMPLOYMENT COMPENSATION	17
30.	SAFETY AND FOUL WEATHER GEAR.....	17
31.	UNIFORMS.....	17
33.	TRANSIT PASSES.....	18
34.	REQUIRED LICENSES AND CERTIFICATIONS	18
35.	TRAINING AND TUITION REIMBURSEMENT.....	18
36.	INCENTIVES	19
37.	RELOCATION EXPENSES.....	19
38.	REGULATORY AND ADMINISTRATIVE CHANGES.....	19
39.	REFERENCES	19

1. PURPOSE

- A. Clallam Transit System (CTS) strives to be the best public transportation system in which its employees can work and serve its communities safely and efficiently. As an employer, CTS believes that it is in the best interest of both the organization and its employees to fairly compensate its workforce. This compensation plan details the salary and benefits offered to its non-represented employees.
- B. It is CTS's intention to use a compensation system that will determine the appropriate compensation level of a position based on the skills, knowledge, and behaviors required of a fully competent incumbent. The system used will be objective and nondiscriminatory in theory, application, and practice.
- C. This plan is also intended to attract and retain outstanding employees by offering competitive wages and benefits and great working conditions.
- D. This plan applies to **all employees not covered by the collective bargaining agreement.**

2. DEFINITIONS

- A. **Anniversary Date:** The date an employee is appointed to a position that requires the successful completion of a review period to attain regular status.
- B. **At-will:** The right of all employees covered by this plan to terminate their own employment with CTS and the right of CTS to terminate an employee for any, or no, reason. Termination of an employee may be done without any prior notice.
- C. **Benefits Eligibility Date:** The date an employee becomes eligible for the benefits offered by this plan, subject to the provisions of each benefit.
- D. **Employees:** Refers to all employees not covered by an employment contract or the collective bargaining agreement.
- E. **Exempt:** Positions which have been identified as exempt from the Fair Labor Standards Act (FLSA) provisions and not eligible for overtime compensation.
- F. **Full-time:** Employees whose regularly scheduled workweek is 35 hours or more per week and who are eligible for benefits under the provisions of this plan.
- G. **Hire Date:** First day of paid employment with CTS, regardless of employment status.
- H. **Non-exempt:** Positions which have been identified as covered under the FLSA and are eligible for overtime for all hours worked in excess of 40 hours in the designated workweek.
- I. **Non-represented:** Not otherwise covered by an employment contract or collective bargaining agreement.
- J. **Part-time Level 1:** Employees whose regularly scheduled workweek is 20 or more hours per week but less than 35 hours per week and eligible for benefits, under the provisions of this plan.
- K. **Part-time Level 2:** Employees whose regularly scheduled workweek is less than 20 hours per week and not eligible for benefits under this plan except those mandated by statute or as specifically identified in this plan.
- L. **Percent or Percentages:** Numbers referred to by a percentage are close approximations and may not be calculated to the exact percentage, due to rounding or other calculation factors.

- M. Probationary Status:** Employment status of employees upon initial hire or subsequent appointment who are subject to an initial review period of 180-days.
- N. Regular Status:** Employment status of an employee who has been appointed to a position and has successfully completed their designated review period.
- O. Temporary:** A non-status appointment that does not require a review period or evaluation of the employee. Temporary status appointments are not eligible for CTS benefits other than those mandated by statute or as specifically identified in this plan. Temporary appointments are typically made to relieve peak workloads, offset staffing shortages, or for special assignments. Temporary appointments will last no longer than 180 days, without written authorization from the general manager.
- P. Acting or Interim Status:** Employees holding a regular or probationary status position may be temporarily appointed to another position. Acting or interim employees will maintain their regular or probationary status position. The time that an employee is in acting or interim status counts towards that employee's 180-day initial probationary review period. When an employee is placed in an acting or interim status position, their salary may be temporarily adjusted to reflect the additional job duties and responsibilities required of the employee. This appointment is considered temporary and will last no longer than 180-days, without written authorization from the general manager or the CTS board.
- Q. Workweek:** A workweek is a period of 168 hours during 7 consecutive 24-hour periods. CTS has designated the workweek as beginning on Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

3. HOURS OF WORK

A. Exempt Personnel

- 3.A.1** Exempt employees are not bound by an 8-hour day or a 40-hour workweek and are expected to complete work assignments as required, regardless of the hours worked. This may require working in excess of 40 hours in the workweek without additional compensation.
- 3.A.2** Exempt employees may utilize a flexible work schedule to accommodate workload demands. The general manager may authorize time off due to excessive hours worked and/or significant project demands as deemed appropriate.

B. Non-exempt Personnel

- 3.B.1 Schedule:** All non-exempt personnel are bound by the CTS 40-hour designated workweek. A flexible schedule within the workweek may be approved at the discretion of the department manager and subject to further review by the general manager. Any adjustments to the hours of work must occur within the workweek.
- 3.B.2 Overtime:** All hours worked over 40 hours will be paid at the overtime rate of time and one-half the base rate of pay. Paid time off during the designated workweek does not count towards the 40 hours worked for determining overtime.
- 3.B.3 Call Time:** An employee who is called back into work after their regular shift, who has left the work location, and reports back to work or is called in and works on their regular day off will be paid 2.5 hours of extra pay in addition to actual hours worked.
- 3.B.4 Meal Periods**
 - 1) Employees will be allowed an unpaid meal period of 60 minutes commencing no less than two hours nor more than five hours from the beginning of the shift. Meal periods will be unpaid time unless the employee is required to remain on duty on the premises or at a prescribed work site in the interest of the employer and is required to act on behalf of CTS during their meal period.
 - 2) No employee will be required to work more than five consecutive hours without a meal period. Employees working three or more hours longer than a normal workday will be allowed at least one 30-minute meal period prior to or during the overtime period.

- 3) Employees may request to waive their meal period to the department manager for consideration. The request must be in writing and mutually agreed upon by the employee and the department manager

3.B.5 Rest Periods

- 1) Employees will be allowed a paid rest period of not less than 10 minutes for each four hours of working time. Rest periods will be scheduled as near as possible to the midpoint of the work period. No employee will be required to work more than three hours without a rest period.
- 2) Where the nature of the work allows employees to take intermittent rest periods equivalent to 10 minutes for each four hours worked, scheduled rest periods are not required.

- C. **Teleworking:** Employees may be eligible to work offsite through virtual private network (VPN) access or other means. Eligibility and approval for such teleworking is subject to the provisions of the CTS *Teleworking Policy* and the CTS *Information Technology Resources and Security Policy*.

4. SALARIES

A. Schedule Development

- 4.A.1 A schedule of salary and wage levels will be used, that includes a system of position-related ranges and steps. The salary schedule applies to all non-represented personnel and is incorporated into this plan as *Appendix A* and referenced as the CTS *Non-represented Salary Schedule*.
- 4.A.2 The non-represented salary schedule will be reviewed at least annually to coincide with the budget year for all salary ranges and steps. The method of adjustment will be to affect the entire grid to maintain a consistent relationship among position classifications and to avoid salary compression and inversion. Adjustments to the non-represented salary schedule grid will be subject to board approval and will be based on the recommendation of the general manager.

- B. **Salary Ranges:** Internal assessment of salary ranges will reflect an analysis of the job description duties, responsibilities, supervisory levels, stated job requirements, and qualifications. The ranges should also reflect consideration of proportional relationships among positions within the same department and the organization overall.

- C. **Salary Steps:** Salary steps are incremental increases within the salary range that accommodate initial salary placement. Future step increases within the salary range are based on performance evaluations, accomplishment of assignments, and work objectives in accordance with the CTS *Performance Evaluations and Merit Compensation Policy*.

- D. **Salary Survey:** A process for periodical review of current and proposed salary schedule will be established and maintained according to the criteria herein. This salary review is outside of the review process identified in section 4.A. This review may include the following:

- 4.D.1 Under the direction of the general manager, a study for the assessment of the non-represented salary schedule for the determination of internal and external proportional comparability.
- 4.D.2 An external assessment will reflect consideration of relevant positions by comparable analysis of rural transit systems of relative size and other public agencies within the same geographical area.
- 4.D.3 The general manager will be the final administrative authority in recommending to the CTS Board changes to the non-represented salary schedule, if any.

- E. **Placement on the CTS Salary Schedule:** Salaries for new and existing employees will be made in accordance with this plan and the Washington State Equal Pay and Opportunities Act. Salary decisions will be based on the qualifications the individual possesses for the position they are being appointed to, as determined by the general manager, and in consultation with the human resources manager.

- 4.E.1 **New Employees:** New employees will be placed on the range of the position appointed to at a step that reflects the degree of qualifications.

- 4.E.2 Current Employees:** Supervisors will follow the *CTS Performance Evaluations and Merit Compensation Policy* for performance step increases within the range.
- 4.E.3 Promotions:** Employees placed on the schedule due to a promotion from one CTS job classification to a different job classification with a higher maximum salary range, will be compensated based on their qualifications but no less than the entry step of the range of the new job classification.
- 4.E.4 Lateral Transfers:** Transferring from one job classification to another job classification within the same range on the schedule may result in no change in step or pay range, as determined to be appropriate.
- 4.E.5 Demotions:** Employees placed on the schedule due to a demotion from one job classification to a different job classification with a lower maximum salary range will be compensated at their current wage, if within the new lower job classification's range. If the employee's current compensation is higher than the range of the new job classification the employee will be compensated at the top step of the new range.
- 4.E.6 Temporary, Acting, and Interim Appointments:** Employees will be placed on the pay range of the position appointed to and at a step that reflects the individual's qualifications.
- 4.E.7 Relief Work:** Employees assigned relief duties will be compensated at 115% of their current base range and step, or the highest base wage for the position requiring relief, whichever is less, for all hours of relief work performed.

5. HEALTHCARE BENEFITS

A. Medical, Dental, Life, and Disability Insurance Plans: CTS will provide healthcare benefits through the Public Employees Benefits Board (PEBB), as administered by the Washington State Health Care Authority (HCA), until such time as CTS utilizes a new healthcare plan administrator.

5.A.1 Healthcare Plans: CTS will provide medical insurance coverage that includes prescription, vision, dental, long-term disability, and life insurance coverages. The benefits offered at a minimum will be comparable to the healthcare plans offered through PEBB.

B. Healthcare Premiums

5.B.1 Full-time Employees: CTS will pay 100% of the premium for employee coverage and 80% of the premium for spouse and dependent coverage. Employees are responsible for the remaining 20% of spouse and dependent coverage premium costs, using pre-tax employee compensation.

5.B.2 Part-time Level 1 Employees: CTS will pay 100% of the premium for employee coverage and 65% of the premium for spouse and dependent coverage. Employees are responsible for the remaining 35% of spouse and dependent coverage premium costs, using pre-tax employee compensation.

C. Life and Disability Insurance: CTS will pay 100% of the premium costs for basic life and disability insurances for full-time and part-time level 1 employees. When offered, employees may elect optional coverages for the employee, spouse, and dependent children. The employee will be responsible for 100% of the premium costs of elective coverages.

6. HEALTH REIMBURSEMENT ACCOUNT

CTS will sponsor a healthcare reimbursement account (HRA) administered by a trustee.

A. Full-time Employees: Each payday employee's will contribute \$25.00 to their HRA. CTS will provide a match contribution of \$28.00 to each employee's HRA.

B. Part-time Level 1 Employees: Each payday employee's will contribute \$15.00 to their HRA. CTS will provide a match contribution of \$15.00 to each employee's HRA.

An employee who does not make their required contribution through payroll deduction due to a lack of earnings will not be eligible for this CTS match contribution. Employees may not self-pay contributions outside of a deduction

from earned wages.

7. MEDICAL COVERAGE HRA WAIVER CONTRIBUTIONS

- A. Eligibility:** CTS will provide additional HRA contributions for a full-time or part-time level 1 employee who elects to waive their own medical coverage, or for their eligible dependents, with proof of other qualified comprehensive medical coverage.
- B. Contributions:** HRA waiver contributions will begin the first day of the month following the date the proof of other qualifying coverage is received by CTS. The following designated amounts are provided in lieu of medical coverage and will be deposited into the employee's HRA.

Individuals Who Waived Coverage	Employer Monthly Contribution
Employee Only	\$ 150.00
Spouse or Child Only	\$ 100.00
Children Only	\$ 100.00
Spouse and Children Only	\$ 150.00
Employee and Spouse or Child	\$ 200.00
Employee and all Children	\$ 250.00
Employee, Spouse, and Child/Children	\$ 300.00

- C. Re-Enrollment After Waiver:** After waiving medical coverage, an employee and/or dependents may not re-enroll in CTS medical coverage until a special open enrollment event occurs or the next annual open enrollment period, whichever occurs first, subject to the medical plan provisions as administered by HCA.

8. FLEXIBLE SAVINGS ACCOUNTS

Flexible savings accounts (FSA), also known as section 125 cafeteria plans, are offered as an optional benefit to full-time and part-time level 1 employees for qualifying medical and dependent care expenses. The plans are managed by CTS's third-party administrator, according to the provisions of each plan. The employee pays 100% of the pre-tax contributions to this plan.

9. RETIREMENT PLAN

- A. Administration:** The retirement plan provisions are determined by Washington State Public Employees Retirement Systems (PERS) as administered by Washington State Department of Retirement Systems (DRS).
- B. Eligibility**
- 9.B.1** All full-time and part-time level 1 employees will participate in the CTS-sponsored retirement plan beginning on their first day of CTS benefits eligibility, unless eligible for enrollment waiver as defined by DRS.
- 9.B.2** Employees in a position that requires five months of 70 or more hours of compensated employment in a month during each of two consecutive years will be eligible for retirement benefits and be required to participate.
- C. Contributions**
- 9.C.1** Contribution rates for both CTS and the employee are determined by the Washington State Pension Funding Council, as defined by each employee's retirement plan election and are on a pre-tax basis.
- 9.C.2** If the PERS employer contribution falls below 9.9%, the difference will be added to the employee's 401(a) plan. Employee's 401(a) contributions begin on the first payday after 180-days from the hire date. PERS and 401(a) plan documents control all provisions relating to administration, vesting, distribution, and investment choices except the contribution rates as specified above.

10. 457 RETIREMENT PLAN

Full-time and part-time level 1 employees may enroll in a CTS-sponsored 457 deferred compensation plan. The maximum amount that an employee may contribute is controlled by statute and the 457 plan documents. Personal loans under this plan will not be granted until the employee's initial review period has been successfully completed.

11. SUPPLEMENTAL POST-EMPLOYMENT HEALTHCARE BENEFIT PROGRAM

A. Plan Administration: The CTS *Supplemental Post-employment Healthcare Benefit Program* (SPHBP) and any formal subsequent amendments define this benefit and its administration. Language in the SPHBP is deemed to control in the case of any conflict or interpretation of this plan.

B. Eligibility: Employees separating from CTS service with 10 years of continuous service are eligible for this benefit.

C. Accrual: Each employee will accrue one Healthcare Insurance Coverage Credit (HICC) for every six months of full PERS service credit, after January 1, 2007, up to a maximum of 60 coverage credits. Upon separation from employment the number of participant coverage credits (PCC)s will be calculated and fixed.

D. Redemption Options: The following options are available, based on the employee's age:

11.D.1 Premium Reimbursement Plan: Employees under age 65, at separation, may be reimbursed the cost of post-employment medical coverage, up to \$300 per month, using their available PCCs. Reimbursements will cease once all credits have been exhausted or age 65 is reached, whichever occurs first.

11.D.2 Post-employment Healthcare Savings Plan (PHS): Employees 65 or older, at the time of separation, will have their PCCs converted and deposited into their HSA. Employees becoming age 65, after separation, will have their PCC deposited into their HSA the following January.

12. GENERAL LEAVE

A. Eligibility: Full-time and part-time level 1 employees will begin accruing general leave as of their CTS benefits eligibility date.

B. Accruals:

Employees follow the accrual plan as defined below. All general leave accrual rates apply to paid hours only.

HOURLY ACCRUAL OF GENERAL LEAVE *		
Years of Continuous Service	Non-Exempt	Exempt
Hire through Year 4 (month 48)	.073 per hour – 19 days	.098 per hour – 25.5 days
Year 5 through 9	.085 per hour – 22 days	.110 per hour – 8.5 days
Year 10 through 15	.096 per hour – 25 days	.121 per hour – 31.5 days
Year 16 through 25	.108 per hour – 28 days	.133 per hour – 34.5 days
Year 26 or more	.116 per hour – 30 days	.141 per hour – 36.5 days

* Actual accrual rates are calculated on a per-hour basis. The listed days are an estimate based on working 2080 hours per year.

The CTS general manager may authorize an adjusted placement on the general leave accrual schedule for newly hired employees and current employees, as deemed appropriate.

Exempt employees hired on or before January 1, 2015, entered the general leave accrual schedule at the rate of 0.125. Non-exempt employees hired on or before January 1, 2015, entered the general leave accrual schedule with the hourly rate of 0.100.

- C. **Birthday Accrual:** Full-time employees will accrue eight hours of general leave and part-time level 1 employees will accrue four hours in the pay period of their birthday.
- D. **Maximum Accrual:** The maximum general leave accrual is 580 hours. The cash value of the general leave hours over 580 will be deposited into the employee's HRA, as of the last day in the pay period ending in June and December.
- E. **Usage:** Employees will be eligible to use accrued general leave 30-calendar days following their CTS benefits eligibility date. It will be the responsibility of the employee to use accumulated general leave responsibly. General leave will be taken at the employee's convenience with advance approval from the department manager/designee. Department managers are responsible for setting and communicating attendance expectations for their employees. The use of general leave may be categorized as emergency general leave if use is unscheduled or for reasons for use of sick leave. Requests for general leave may be denied based on CTS operational needs. The maximum amount of general leave that can be taken in one workday is an amount equal to the employee's regular hours scheduled.
- F. **Pay in Lieu of General Leave**
 - 12.F.1 **Eligibility:** As of the last day in the pay period immediately prior to November 1st, an employee must have a net accrual (current balance less any future leave requests) of 180 hours of general leave and the election must be made during the annual benefits open enrollment period.
 - 12.F.2 **Election:** Employees may irrevocably elect for the following calendar year to receive additional pay in lieu of 25%, 50%, or 100% of the general leave to be accrued in the following calendar year.
 - 12.F.3 **Cash Value:** The cash value of the selected accrued general leave will be paid each pay period to the employee in lieu of the equivalent general leave accruals. The election is effective only for the following calendar year and once made, cannot be changed by the employee.
 - 12.F.4 **Involuntary Cancellation:** The election of the cash payment of general leave accruals will be automatically cancelled and the full accrual of general leave will resume for the remainder of the year if the employee's general leave balance falls below 40 hours at the end of any pay period.
- G. **Separation From Employment:** The cash value of the employee's remaining general leave balance will be deposited into the employee's HRA upon separation.
- H. **Extended Separation Date:** An employee may request, with 14-calendar days' written notice to voluntarily separate from employment with CTS, to extend their last paid day using their accrued general leave. The request must be made using the *CTS Employment Separation Form*, seeking approval of the agreed separation date. General leave usage will be based on the employee's work schedule until the general leave balance is exhausted, the date of separation is reached, or 90 calendar days from the last day worked, whichever occurs first. Employees will not accrue any general, holiday, sick, or birthday leave after their last day working.

13. HOLIDAY LEAVE

- A. **Eligibility:** To be eligible for holiday pay or to accrue holiday leave, full-time and part-time level 1 employees must be in pay status their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the holiday.
- B. **Designated Holidays:** Unless operationally necessary or as required by their position, all employees will not work on designated holidays without prior authorization from their department manager or general manager, as applicable. All employees are authorized the following paid holidays.

New Year's Day	Veterans Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day

Presidents' Day
Martin Luther King Jr. Day
Juneteenth

Day after Thanksgiving Day
Christmas Day

C. Holiday Not Worked

13.C.1 Full-time: Employees will receive holiday pay at their base rate of pay for the number of hours they would have been scheduled to work on the designated holiday; or eight hours, whichever is greater.

13.C.2 Part-time Level 1: Employees will receive holiday pay at their base rate of pay for the number of hours they would have been scheduled to work on the designated holiday; or four hours, whichever is greater. Employees will receive four hours of holiday leave for holidays that fall on a regular day off.

D. Work on a Holiday: Employees who work on a designated holiday will accrue holiday leave for all hours worked at their base rate of pay.

E. Holiday Leave in Lieu of Holiday Pay: Employees may elect to bank their holidays in the holiday leave bank in lieu of receiving the holiday in pay. The decision to bank will be made in writing to the supervisor in advance of the holiday.

F. Usage: Employees will request and use banked holiday leave using the same process as general leave.

G. Cash Outs: The cash value of all holiday leave accrued over 40 hours will be deposited into the employee's HRA.

H. Separation From Employment: The cash value of the employee's remaining holiday leave balance will be cashed out to the employee on their final paycheck with CTS.

14. SICK LEAVE

A. Purpose: The provisions of this section are in accordance with Washington Administrative Code (WAC) 296-128-600 through WAC 296-128-770 and only apply to sick leave earned.

B. Eligibility: All non-exempt employees will be eligible to use accrued sick leave after 90 days of CTS employment, in accordance with this section. Exempt employees are not eligible to earn sick leave.

C. Accrual: All eligible employees will begin accruing paid sick leave at a rate of 0.025 hours, for every one hour paid, including overtime hours.

D. Maximum Accrual and Annual Carryover: There is no maximum accrual of sick leave within the calendar year. On the last day of the last pay period in December, all sick leave hours over 40 in the employee's sick leave bank will be transferred into the employee's general leave bank.

E. Overtime-eligible Status Change: Accruals will be adjusted for overtime eligibility status changes. Employees in a non-exempt position appointed to an exempt position will have any sick leave balance converted and transferred to their general leave bank. Employees in an exempt position appointed to non-exempt position will begin accruing sick leave on their appointment date. General leave accrual rates will not be affected.

F. Usage: The maximum sick leave hours that can be taken in any one day will be the scheduled work for that day less time worked. The minimum hours of sick leave that can be taken in any one day will be the scheduled work for that day or eight hours, whichever is less. Employees may use their accumulated sick leave for any of the following:

14.F.1 The employee's personal mental or physical illness, injury, or health condition; to accommodate the

employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or an employee's need for preventative medical care.

- 14.F.2** To care for a family member with mental or physical illness, injury or health condition, medical diagnosis, or preventative care.
- 14.F.3** The CTS Main Facility, school, or place of care of the employee's child is closed by order of a public official for health-related reasons or after the declaration of an emergency by a local, state, or federal government or agency.
- 14.F.4** To prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
- 14.F.5** Sick leave may also be used for absences due to domestic violence, sexual assault, or stalking as defined in RCW 49.76 and includes the following:
 - 1) Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employees and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
 - 2) Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
 - 3) Attending healthcare treatment for a victim who is the employee's family member.
 - 4) Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
 - 5) To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
 - 6) Participating, for the employee or for the employee's family member(s), in safety planning; temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

G. Family Members: For the purposes of the sick leave section, family members include:

- 14.G.1** Child: Biological, adoptive, or foster child, a stepchild, a child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- 14.G.2** Parent: Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee of the employee's spouse, or an individual who stood in loco parentis to an employee with the employee was a child.
- 14.G.3** Spouse: Husband or wife or a state registered domestic partner.
- 14.G.4** Grandparent: Parent of the employee's parent.
- 14.G.5** Grandchild: Child of an employee's child.
- 14.G.6** Sibling.

Family members also include any individual who regularly resides in the employee's home, or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. It does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

H. Restrictions

Employees are prohibited from using sick leave for absences for which they are receiving time-loss benefits due to a worker's compensation claim.

I. Unauthorized Use

If the use of sick leave by an employee is found to be for an unauthorized purpose, CTS may deny payment

of the requested sick leave and the employee may be subject to disciplinary action.

J. Notice Requirements

14.J.1 Foreseeable Need: If the need for sick leave is foreseeable, employees are required to provide 10 calendar days' notice or as early as practicable.

14.J.2 Unforeseeable Need: If the need for sick leave is unforeseeable, employees are to notify their immediate supervisor as soon as practicable. If necessary, another individual may provide the required notice on behalf of the employee if it is impracticable for the employee to do so.

14.J.3 Domestic Violence: If domestic violence leave is taken which precludes advance notice, the employee must provide notice by the end of the first day the sick leave commences.

K. Verification of Absences

14.K.1 Exceeds Three Workdays: If an employee is seeking to use or has used sick leave for authorized purposes for more than three consecutive scheduled workdays, the employee may be required to provide verification that confirms the use of sick leave is authorized. CTS may choose not to pay an employee for sick leave taken in excess of three work consecutive days until verification is provided.

14.K.2 Verification of Compliance: This verification will only verify the absences comply with the provisions of the sick leave. Verification does not require an explanation of any health condition, unless otherwise required by law. Verification must be provided to CTS within 10 calendar days of the first day an employee used sick leave.

14.K.3 Unreasonable Burden: If an employee believes that obtaining verification for use of sick leave would result in an unreasonable burden or expense, the employee will provide human resources, in writing, an explanation of how the sick leave was for an authorized purpose and how providing verification of the sick leave would cause an unreasonable burden or expense. Within 10 calendar days, CTS will notify the employee of its decision to waive the verification requirement, mitigate the burden, or reject the assertion of unreasonable burden.

L. Separation From Employment

The cash value of the employee's remaining sick leave balance will be cashed out to the employee on their final paycheck with CTS.

15. FAMILY CARE LEAVE

A. Purpose

In accordance with WAC 296-130, leave without pay, general leave, or sick leave may be granted for childcare or eldercare emergencies and is limited to a maximum of three workdays per calendar year.

B. Eligibility

This leave benefit applies to all employees.

C. Use

Family care emergencies are defined as minor/dependent childcare emergencies such as unexpected absence or regular care provider, unexpected closure of child's school, or unexpected need to pick up a child at school earlier than normal; and eldercare emergencies, such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

16. FAMILY AND MEDICAL LEAVE ACT LEAVE

A. Purpose

The Family and Medical Leave Act entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. Employees are entitled to up to 12 workweeks of unpaid leave in a 12-month period pursuant to the provisions of the Family Medical Leave Act (FMLA).

B. Eligibility

This leave benefit applies to all employees. To be eligible for FMLA leave, an employee must have been employed by CTS for 12 months or more and have worked a minimum of 1,250 hours in the preceding 12 months. The 1,250-hour eligibility requirement noted above includes only hours worked.

C. Employee's Notification Requirement

The employee will provide CTS with a minimum of 30 calendar days' notice prior to start of FMLA leave. If the need for the leave is unforeseeable the employee will provide notice as soon as feasible.

D. Leave Period Designation

The FMLA leave period will be a rolling 12-month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the 12-month period, the leave will be subtracted from 480 hours of available leave.

E. Designation and Paid Leave

CTS has the authority to designate absences that meet the criteria of the FMLA leave. The use of any paid or unpaid leave for a FMLA leave qualifying event will run concurrently with, not in addition to, the use of the FMLA leave for that event. Except for sick leave, employees are required to use accrued leave before entering leave without pay.

F. Healthcare Benefits

CTS will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA leave, subject to WAC 182-12. The employee will be required to pay their portion of monthly healthcare premiums.

G. Return to Work

Upon returning to work after the employee's own FMLA leave, the employee may be required to provide a release to work with no restrictions from their healthcare provider. This does not apply to intermittent use of FMLA leave.

17. WASHINGTON PAID FAMILY AND MEDICAL LEAVE

A. Purpose

Washington Paid Family and Medical Leave (PFML) provides paid leave benefits and job protection for eligible workers. It is administered by the Employment Security Department (ESD), allowing workers to take up to 16 weeks of paid leave, to care for their own serious health condition, care for a new child, or care for a family member with a serious health condition and attend certain military-related events. Additional information on PFML can be found at <https://paidleave.wa.gov/>

B. Eligibility

This benefit applies to all employees. To be eligible for PFML, an employee must have worked in Washington State for at least 820-hours in the preceding 12 months for monetary eligibility. For job protection eligibility an employee must have worked for CTS for a minimum of 180-days.

C. Premiums

Employees will pay PFML premiums equal to the maximum amount allowed under PFML law.

D. Administration

The provisions of the PFML Program are governed by the CTS *Paid Family and Medical Leave Policy*.

18. PERSONAL HEALTH LEAVE

A. Purpose

Personal health leave (PHL) is unpaid leave for up to an additional 90 calendar days from the last day of FMLA Leave and will be granted in conjunction with the birth or adoption of a child, or for an employee with a serious illness, injury, or disability as defined by FMLA. CTS may grant an additional 180 calendar days of personal health leave, for a total leave period of 270 calendar days, for an employee's medical condition, provided the employee is expected to return to work with no restrictions before or at the conclusion of the personal health leave.

B. Eligibility

Full-time and part-time level 1 employees who were approved for, and subsequently exhausted their FMLA leave in accordance with Section 16, become eligible for PHL.

C. Periods of Leave

For the purposes of calculating the 90- and 180-calendar day periods, PHL is inclusive of absences and paid time performing modified duty or other assigned work outside of their job classification due to the employee's own illness or injury. Approval of the 180-day extension is contingent upon the expectation that the employee is able to return to work with no restrictions before or, at the conclusion of, the PHL.

D. Medical Verification

CTS may, require an employee to provide documentation to substantiate the request for PHL and if the employee is expected to return to full duty with no restrictions at the conclusion of the PHL.

E. Use of Accrued Leave

Employees may elect to use their available accrued leave during their period of approved PHL, in accordance with the leave provisions defined by this plan.

F. Healthcare Benefits

CTS will continue to offer healthcare benefits for an employee and qualifying dependents while on approved PHL and make the employer healthcare contributions, provided the employee pays their portion of the premiums, as required. Healthcare benefits include medical, vision, dental, basic life, and basic long-term disability coverages. Employee eligibility requirements for continued healthcare benefits and employer contributions are administered by and in accordance with (WAC) 182-12.

G. Additional Periods of Leave

Paragraph A of this section covers the initial entry into the PHL period. If within 24 months of returning to full duty, an employee enters into PHL for a second time, they must pay 20% of the total healthcare benefit premiums over and above the employee's share of the premium. On the third or any-additional occasions, an employee must pay 30% of the total healthcare benefit premiums over and above the employee's share of the premium.

H. Reestablish Eligibility

An employee's PHL eligibility for benefits provided in paragraph F will reset when they work for 24 consecutive months without utilizing personal health leave.

I. Concurrence With Other Leaves

Except for **FMLA and PFML leave**, PHL will run concurrently with other paid and unpaid leave benefits, as allowed by the provisions of each leave type.

19. DOMESTIC VIOLENCE LEAVE

A. Purpose

An employee who is the victim of domestic violence, sexual assault, or stalking, or who is the family member of such a victim, may use general, sick, holiday leaves, or leave without pay to obtain treatment or seek help

pursuant to the Domestic Violence Leave Act.

B. Eligibility

This leave benefit applies to all employees.

C. Use

The employee has an obligation to inform CTS in accordance with RCW 49.76.040 of their need for domestic violence leave. For the purposes of domestic violence leave, a family member includes child, spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent, or a person the employee is dating. CTS may require the employee requesting leave to provide verification. At the employee's choice, the verification may include a police report, court order of protection, documentation from a healthcare provider, advocate, clergy or attorney, or an employee's written statement that the employee or employee's family member is a victim and needs assistance.

20. BEREAVEMENT LEAVE

A. Purpose

Bereavement leave is a leave period following the death of a member of the employee's immediate family or the immediate family of the employee's spouse or domestic partner. Bereavement leave will not be deducted from any accrued leave bank. As used in this section, the term "immediate family" is defined as spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister, and stepchild.

B. Eligibility and Use

Employees will receive three workdays of paid bereavement leave subject to the provisions of Section 20.

20.B.1 Full-time: Employees will receive paid bereavement leave at their base rate of pay equal to the number of hours they would have been scheduled to work; or eight hours, whichever is greater.

20.B.2 Part-time Level 1: Employees will receive paid bereavement leave at their base rate of pay equal to the number of hours they would have been scheduled to work, or four hours, whichever if greater.

C. Additional Unpaid Bereavement Leave

An additional two days of unpaid leave may be considered on a case-by-case basis. Employees may elect to use general holiday leave for the additional days of unpaid bereavement leave. Five days of unpaid leave may be considered on a case-by-case basis for bereavement purposes for other employees' family members or persons the employee has had a close personal relationship with other than those listed in subsection 20.A.

D. Verification of Paid Leave

Employees may be asked to provide documentation to validate the use of paid bereavement leave.

21. SHARED LEAVE

Employee eligibility to participate in the shared leave program is administered in accordance with the provisions of the CTS *Shared Leave Policy*.

22. MILITARY LEAVE

A. Purpose

All employees who are called into, or enlist in, the Armed Forces of the United States or its allies, will be given a leave of absence in accordance with applicable laws affecting military leave.

B. Eligibility

This leave benefit applies to all employees.

C. Use

Employees will be granted necessary time off for military training as provided under RCW 38.40.060, as applicable to CTS. Employees will provide the military orders documenting the need for leave under this section.

23. HOLIDAYS FOR REASONS OF FAITH OR CONSCIENCE

A. Purpose

In accordance with WAC 357-31-052, employees are entitled to two unpaid holidays per calendar year for reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, including holy days, Sabbath days or religious holidays where an employee is to refrain from working, or where there is a service or mass.

B. Eligibility

This leave benefit applies to all employees.

C. Usage

With prior notice to their respective supervisor, employees request to take up to two unpaid holidays. Requests for this type of leave will follow the same process as other leaves. Partial day absences are not allowed. If an employee seeks a partial day absence, the time off will count as the hours the employee was scheduled to work that day or eight hours, whichever is less.

D. Undue Hardship

Employees will be authorized to take each unpaid holiday on the requested dates, unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by WAC 82-56-020. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; and do not carry over from one year to the next.

24. JURY DUTY LEAVE

A. Eligibility

This leave benefit applies to all employees.

B. Use

All employees required to perform jury duty during their regular workday will be granted leave with pay. Their pay will be the same as if the employee had worked their regular schedule for that day, less the amount received for jury duty on that day. Any funds received by the employee for serving on a jury and travel expenses will be retained by the employee.

25. COURT AND LEGAL PROCEEDINGS LEAVE

A. General

All employees will promptly inform their department manager when they receive a court order or subpoena to appear at a legal proceeding and will provide a copy of the notice. All employees will be authorized time off, including travel time, for the purposes of complying with a subpoena or other court order, subject to the provisions of this section.

B. CTS Business

The time spent by an employee for legal matters on behalf of CTS will be considered time worked. Travel time and travel expenses will be paid by CTS.

C. Personal Business

CTS will authorize unpaid leave for court orders to appear where the employee is not representing CTS, is a party in the matter, or has an economic interest in the matter. Unpaid leave may be granted for all other legal

matters, subject to operational needs. For any authorized unpaid leave under this section, the employee may use their available general leave, holiday bank, or leave without pay.

26. MISCELLANEOUS LEAVE OF ABSENCE

A. Purpose

After an employee exhausts their general leave bank, unpaid personal leave may be granted by the employee's department manager for up to 30 calendar days. Extension of a 30-calendar day personal leave of absence may be granted by the CTS general manager. Failure to return to work following the approved personal leave may result in termination of employment.

B. Eligibility

This benefit applies to all employees.

C. Use

Employees must request a leave of absence in writing at least five business days in advance of the first day of the desired absence unless circumstances prevent advance notice.

27. WELLNESS PROGRAM

A. Purpose

An employee wellness program is provided to encourage healthy lifestyles by reimbursing employees and their qualifying dependents for participating in programs and activities that are designed to improve their physical and mental wellbeing.

B. Eligibility

Full-time and part-time level 1 employees will be reimbursed up to \$200 for their personal qualifying expenses or up to \$400 for employees, qualifying spouses or registered domestic partners, and qualifying child(ren) for eligible expenses submitted for reimbursement.

C. Administration

The provisions of the wellness program are governed by the CTS *Employee Wellness Policy*.

28. STATE INDUSTRIAL INSURANCE PROGRAM

CTS may assign light/modified duty, if available, to all employees who would otherwise be absent due to illness or injury that is covered by State Industrial Insurance. CTS reserves the right to self-insure in place of the State Industrial Insurance Program.

29. UNEMPLOYMENT COMPENSATION

Unemployment compensation is offered to all employees in accordance with existing state laws.

30. SAFETY AND FOUL WEATHER GEAR

A. All employees required to work outside in inclement weather or in hazardous areas will be provided foul weather and personal protective equipment as necessary by CTS at no cost to the employee. Suitable footwear will be provided to employees performing work that may be hazardous to the employee's health or safety.

B. CTS will provide and maintain such foul weather and-safety gear and will hold employees blameless for any accidental loss or damage, or normal wear and tear in the performance of their duties. The gear will remain the property of CTS and will be returned upon separation from employment.

31. UNIFORMS

CTS will provide an allotment of uniforms for any employee required to wear a uniform as part of their duties.

Employees will be responsible for cleaning the uniform. Uniforms will be maintained and replaced to ensure compliance with the *CTS Dress Code and Personal Appearance Policy*.

32. CTS BRANDED CLOTHING

At the discretion of the department manager or general manager, as appropriate, non-uniformed employees may be provided CTS branded clothing.

33. TRANSIT PASSES

A. Current Employees

All employees will receive a transit pass. The employee's CTS identification serves as the transit pass. The employee's spouse or registered domestic partner, and eligible dependents will receive a transit pass upon request by the employee. For the purposes of this section, the term dependent includes unmarried dependent children up to age 26 and children with disabilities.

B. Separation From Employment

Employees retiring with at least five years of continuous employment from their hire date with CTS at the time of separation are eligible to receive a lifetime transit pass. Employees must request their lifetime passes, for the employee and spouse, with their written notice of their intent to separate from CTS.

C. Unauthorized Use

In the event evidence indicates a transit pass issued in accordance with this section is being used by an unauthorized person, that pass may be subject to surrender at the request of CTS.

34. REQUIRED LICENSES AND CERTIFICATIONS

A. Licensure

CTS will reimburse an employee for the renewal of their commercial driver's license (CDL) endorsement when required by their job classification, or as otherwise authorized by the CTS general manager or designee.

B. Medical Certification

When required by an employee's job classification, or as otherwise authorized by the CTS general manager or designee, CTS will pay for the entire cost of a Department of Transportation (DOT) driver medical examination conducted by CTS's designated DOT-certified medical examiner (CME), annually. Employees who elect to use another CME will be reimbursed up to the amount of the designated CME's current fee. Any additional cost will be the responsibility of the employee. The cost of any other DOT medical exams will be the responsibility of the employee.

35. TRAINING AND TUITION REIMBURSEMENT

A. Training

Training must be approved in advance by the department manager prior to incurring any associated costs. Attendance at approved training will be considered time worked and the applicable travel and per diem expenses will be paid by CTS.

B. Tuition Reimbursement

Full-time and part-time level 1 employees may seek reimbursement for educational courses through accredited institutions of higher education that support the employee's work-related goals within CTS. Individual coursework must be pre-approved by the general manager prior to any enrollment or registration and will occur on a case-by-case basis, subject to CTS budget restraints. Upon approval, tuition for approved courses will be reimbursed, including course materials and fees, contingent upon receipt of proof of successful completion of the course with at least a 2.0 grade point average (GPA) and proof of payment.

36. INCENTIVES

CTS may compensate any employee in the form of money or other consideration to recognize safety achievements, performance accomplishments, or for participation in CTS-sponsored events, as deemed appropriate by the general manager.

37. RELOCATION EXPENSES

CTS may pay a specified level of relocation expenses for exempt employees to accept employment, as determined by the general manager in accordance with the applicable statutes.

38. REGULATORY AND ADMINISTRATIVE CHANGES

- A. To facilitate the regular business routine of CTS, the CTS Board authorizes and designates the CTS General Manager to approve and implement subsequent changes to the plan that may be required to be in compliance with federal and state regulatory changes or clarifications. The board will be notified of all plan changes.
- B. In addition, the board authorizes and designates the general manager to approve and implement subsequent administrative changes to the plan which are deemed appropriate to facilitate the regular business routine of CTS, unless these changes are of major significance. The board will be notified of all plan changes.
- C. All other changes to this plan require approval by the CTS Board.

39. REFERENCES

- A. Appendix A: CTS Salary Schedule
- B. Fair Labor Standards Act
- C. Family and Medical Leave Act
- D. Washington Equal Pay and Opportunities Act
- E. Washington Minimum Wage Act
- F. Washington Domestic Violence Leave Act
- G. Washington Family and Medical Leave
- H. Washington Substitute Senate Bill 5173
- I. RCW 38.40.060, Military Leave for Public Employees
- J. WAC 296-130, Family Care
- K. CTS Employee Wellness Policy
- L. CTS Dress Code and Personal Appearance Policy
- M. CTS Paid Family and Medical Leave Policy
- N. CTS Performance Evaluations and Merit Compensation Policy
- O. CTS Supplemental Post-employment Healthcare Benefit Program
- P. CTS Teleworking Policy