

COLLECTIVE BARGAINING AGREEMENT

By and Between

**GRAYS HARBOR TRANSPORTATION
AUTHORITY**

And

**AMALGAMATED TRANSIT UNION, LOCAL
DIVISION 1765, AFL-CIO**



Covering

**Operators, Maintenance Employees,
and Customer Service Representatives**

(Effective December 20, 2022 through December 31, 2025)

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Preamble

This Agreement made and entered into this day between the Grays Harbor Transportation Authority, a municipal corporation and public employer existing under the laws of the State of Washington, hereinafter referred to as "Employer" and Amalgamated Transit Union, Local Division 1765, AFL-CIO, hereinafter referred to as "Union."

Purpose of Agreement

The purpose of this Agreement is to encourage a spirit of helpful cooperation between the Employer and the employees to their mutual advantage and that of the public.

Definitions

For the purpose of this Agreement, the following definitions shall control:

- A. "Employer" and "GHT" means the Grays Harbor Transportation Authority.
- B. "Union" and "ATU" means the Amalgamated Transit Union, Local No. 1765, AFL-CIO,
- C. "Full-Time Employee" means an employee scheduled to work forty (40) or more hours per week, including:
 - 1. Bid Run Operator
 - 2. A-Extra Board Operator (bid position)
 - 3. Maintenance Personnel
 - 4. Full-Time Customer Service Representative
- D. "Part-Time Employee" means an employee scheduled to work a minimum of ninety (90) hours per month, including:
 - 1. B-Extra Board Operator (non-bid position)
 - 2. Part-Time Customer Service Representative working the hours deemed necessary by the employer, but a minimum of ninety (90) hours per month of work will be assigned.
 - 3. Part-Time Maintenance Personnel
- E. "ATU Representative" and "Union Representative" mean the ATU Officer, shop steward, or elected or designated appointee representing bargaining unit employees.
- F. "Classification Rights" means when an employee is moved to a new classification due to a layoff, the employee shall accrue seniority in that classification for the purpose of job selection.
- G. "Working day" means each day the Employer is operating transit service to the general public. Any deadline that falls on a holiday (per Article 7) or a weekend shall be extended to the next business day.
- H. "Business day" means each day the Employer's Administrative Office is open, excluding holidays and weekends.

- I. "Calendar day" means every consecutive day of the calendar, including holidays and weekends. Any reference to days in this Agreement not specified as a "working day" or "business day" shall mean "calendar day." Any deadline that falls on a holiday, as provided in the Grays Harbor Transit Personnel Policy, or weekend shall be extended to the next business day.
- J. "Grievance" means disputes involving the interpretation, application, or alleged violation of any provision of this Agreement.
- K. "Accident" means any occurrence involving a GHT vehicle that results in damage or injury. "Preventable accident" means any accident in which the employee failed to exercise every reasonable precaution to prevent the accident. "Non-preventable accident" means any accident in which the employee exercised every reasonable precaution to prevent the accident.

L. Probationary Period

- i. New Employees: At the end of the initial training period, new employees shall serve a probationary period of six (6) months. The union representative will be notified when the initial training is complete. The Employer may extend an employee's probationary period up to six (6) months to further evaluate the employee. During the employee's training and probationary periods, the Employer may terminate employment with or without cause, and such action is not subject to Article 17 (Grievance Procedure). The Employer shall provide an opportunity for the Union and the employee to meet with Management to discuss the reason(s) before the termination.
- ii. Promoted/Transferred Employees: Employees who have been promoted/transferred into a different job classification shall serve an eight (8) week training period and a probationary period of 90 days from the initial date of promotion/transfer. Only during the training and probationary periods, the employee may voluntarily elect to return to their former bargaining unit position, or the Employer may elect for any reason to return the employee to their former position, and without loss of seniority for a 60-day period.
 - a. Employee Transferring to a Non-Bargaining Unit Position: Seniority for bargaining unit employees who are promoted or transfer into non-bargaining unit positions shall be frozen as of the date of their promotion or transfer, and shall be retained for sixty (60) days. After the sixtieth (60th) day, if the employee stays in the non-bargaining unit position, all seniority rights in previous classification shall cease. The Employer reserves the right in the first sixty (60) days of a promotion or transfer to return that employee to their previous position for any reason and shall provide such reason to the employee. The employee may in the first sixty (60) days of a promotion or transfer return to their previous position without penalty or loss of seniority.

Outside of the training and probationary window, an employee may request to move back to a previous classification if it is vacant. Employees will not be allowed to transfer back to their former classification if the reason for their removal is termination.

Article 1 – Recognition

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees working in the classifications listed in the Appendix "A". Throughout the remainder of this Agreement, the term "employee" shall refer to all employees as specified herein. Supervisors and confidential employees are specifically excluded.
- 1.2 Supervisors are employees who have as part of their duties the right to hire, or dismiss employees or have the responsibility to discipline employees.
- 1.3 Confidential employees are specifically office employees handling confidential material for the Employer.

Article 2 – Management Rights

- 2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer shall retain all its customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority necessary to operate and direct the affairs of the Grays Harbor Transportation Authority in all of its various aspects, including, but not limited to, the rights: to direct the work force; to plan, direct and control all its operations and services; to determine the methods, means, and number of personnel by which such operations and services are to be conducted; to determine the workforce's size and composition, to determine the need for a reduction or an increase in the workforce; to contract out bargaining unit work only with the Union's consent; to assign or transfer employees and their work, and incidental duties reasonably connected with bargaining unit work may be assigned to employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discharge, or discipline for just cause; to introduce new, improved, and automatic methods or equipment (including technology-based methods, communications, equipment, and tools) for efficiency or to reduce costs; to determine the need for additional education, training, cross-training; to make and enforce reasonable rules and regulations.
- 2.2 Emergency Transit Operations: To take all actions the Employer deems necessary to carry out transit services in an emergency. The Employer shall be the sole determiner about the existence of an emergency and all actions necessary to implement service.
An "emergency" is a sudden or unexpected happening or situation that calls for action without delay.
- 2.3 Grievability: The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure.

Article 3 – Union Dues, Business Leave, and Employee Notice

- 3.1 Dues Deduction Authorization: Upon receipt of a written, signed authorization form indicating an employee affirmatively consents to pay union dues, fees, and assessments, the Employer will deduct, in a manner provided by law, Union dues, fees, and

assessments from the employee's wages. The amount so deducted shall be sent to the Union each month. Any employee wishing to revoke the dues deduction authorization shall notify the Union in writing; the Union will then notify the Employer of the same. Upon notification by the Union, the Employer shall cease deducting dues, fees, and assessments by the next payroll period.

Upon written authorization of any employee, the Employer shall deduct from such employee's wages the monthly membership dues, including initiation fees, and transmit the same to the local division's treasurer. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees. The performance of this function is recognized as a service to the Union by the Employer. The Union agrees it will save the Employer harmless from any damages whatsoever incurred by carrying out this Article's provisions.

- 3.2 New Employee Notice: The Employer will notify the Union within five (5) business days when a new employee is hired.
- 3.3 ATU-COPE: The Employer agrees to deduct from each employee's paycheck who authorizes a contribution to the Amalgamated Transit Union Committee on Political Education (ATU-COPE). The amount deducted shall be transmitted to Local Division 1765 and forwarded to the Amalgamated Transit Union (ATU-COPE). The employee will specify the amount to be withheld for their contribution on the form provided for this purpose by ATU-COPE for whom such deductions have been made and the amount deducted for each such employee.
- 3.4 Notice of Employee Discipline: The Union shall be timely notified if an employee receives any discipline; verbal warnings and employee counseling are not considered discipline.
- 3.5 Unpaid Union Business Leave: Officers, including executive board members, and shop stewards of the Union may be granted an unpaid leave of absence for Union business when requested. The leave period shall be less than 30 days. The Employer shall grant or deny such requests based on its operational needs or if the leave would not generate overtime liability. All leave requests must be submitted in writing by the Union President or designee at least two (2) business days before the requested leave. On a case-by-case basis, other employees may be granted Union business leave, at the Employer's discretion, provided the requests will not be unreasonably denied.
- 3.6 Long-Term Paid Union Officer Business Leave: The Employer agrees that Union Officers (the President/Business Agent, Vice President, Secretary and Treasurer (currently one position)) may, upon written request, be granted a long-term paid leave of absence for purposes of fulfilling the duties of an elected or appointed Union officer. A long-term leave means a period of 30 days or longer. Leave requests under this subsection will not be denied by the Employer, provided they do unreasonably not interfere with the Employer's operations. Leave provided under this subsection shall be subject to the following rules and requirements:

The full salary and benefits for a full-time or part-time Union Officer shall be paid by the Employer during the leave of absence. The Union shall reimburse the Employer monthly for all payments made. Reimbursement shall include wages, all portions of federal, state, and local taxes paid by the Employer, any applicable medical, vision, disability, and dental premiums, PERS contributions, deferred compensation contributions, Social Security

payments, and the full value of any accrued vacation days, sick days, and holidays.

An employee returning from a leave of absence under this section will be placed in their former position with full seniority, full pay, and full benefits, subject to any terms of this Agreement governing the maximum accrual, carryover, and cash-out of leave or related benefits

- 3.7 Indemnification: The Union agrees to indemnify and hold the Employer harmless for all claims or liabilities arising out of this Article, including any claims arising with an insurance carrier, but excluding any claims or liability arising from Employer negligence or wrongful conduct. If any terms of this section violate state law or place the Employer's insurance policy in jeopardy, the parties agree to reopen negotiations on the issue.

Article 4 – Non-Discrimination

The Employer shall not unlawfully discriminate against any employee, such as on the basis of age, sex, race, creed, color, marital status, sexual orientation, military or veteran status, gender identity, national origin, religion or disability except as specifically exempt by a bona fide occupational qualification. No employee will be discriminated against because of their affiliation or activity in the Union. Likewise, the Union shall not unlawfully discriminate against any employee, such as on the basis of age, sex, race, creed, color, marital status, sexual orientation, military or veteran status, gender identity, national origin, religion, or disability except as specifically exempt by a bona fide occupational qualification.

Article 5 – Hours of Work

- 5.1 Hours of Work: All regularly scheduled bid runs shall have a guarantee of forty (40) hours per week with a minimum of four (4) or five (5) days' work in a seven (7) day work week. The workweek shall commence on Monday at 12:00 A.M. through Sunday at 11:59 P.M. Full-time employees shall receive at least two (2) scheduled days off. If an operator is required to drive a bus to or from a Dial-a-Ride location that operator shall be paid driving time.

For Customer Service Representatives only, the Employer shall maintain a minimum of two (2) positions for full-time Customer Service Representatives and the two (2) current part-time Customer Service Representatives until such time as a part-time position is vacated and thereafter shall maintain a minimum of one (1) part-time Customer Service Representative. However, the Employer has no obligation to fill any positions if a vacancy occurs.

A full-time Customer Service Representative shall be scheduled for forty (40) hours of work per week. A part-time Customer Service Representative shall be scheduled for a minimum of ninety (90) hours of work per month.

5.2 Days Off:

- A. A schedule of regular days off will be posted. All Bid Run drivers assigned to a five (5) day work week shall have two consecutive days off in seven.
- B. Extra B Board Operators may at times work seven (7) consecutive days to complete forty (40) hours work.
- C. Bid Run Operators, Maintenance Personnel or full-time Customer Service Representatives called into work on their days off shall be guaranteed minimum of three (3) hours at their applicable rate of pay for all hours worked. Section 5.3 (Overtime Pay) of this article will apply.

5.3 Overtime Pay: Employees shall be compensated for all hours worked at their regular pay rate. The overtime pay rate is time and one-half (1.5x) of the employee's regular pay rate and shall be paid for all hours worked more than: (a) eight (8) hours per day (or ten (10) hours per day for those bidding 4-10s) or (b) forty (40) hours per week. In computing overtime pay, hours of work include an employee's use of vacation, floating holiday, or compassionate leave but excludes use of all other leaves.

If an observed holiday occurs on an employee's regular workday, the holiday shall be included in any overtime pay calculation. If an observed holiday occurs on an employee's day off, the holiday shall be excluded from any overtime pay calculation.

Bid run employees called to work on their regularly scheduled day(s) off shall be eligible for the guarantee of three (3) hours of pay at their applicable rate of pay, in accordance with Section 5.2(C) above. The bid run employee shall be paid at their regular pay rate unless overtime pay applies, consistent with this Article. There shall be no pyramiding of pay.

An Extra Board operator who selects a ten (10) hour bid run piece of work will not be eligible for daily overtime pay. However, if an Extra Board operator is assigned a ten (10) hour piece of work, daily overtime pay will apply. In all cases, operators will be paid overtime for hours in excess of forty (40) hours in a workweek. The Employer may require employees to submit timecards for all non-scheduled work.

5.4 Shifts: Operators paid time shall commence at the time they are required to report at the garage and will terminate at the time they are required to return to the garage, exclusive of meal time. Total daily preparatory time of ten (10) minutes shall be allowed. Changes to this provision will be by mutual agreement. If a change of equipment is necessary, an additional ten (10) minutes of preparatory time will be allowed. Dial-a-Ride Operators' starting and quitting time shall be at the same designated terminal; however, the terminal may be different than the Transit Authority garage. All regularly assigned bid run operators, maintenance personnel, two Customer Service Representatives assigned to work 40 hours a week, shall be guaranteed eight (8) or ten (10) hours of pay at their applicable straight-time hourly rate for each day they are required to work, provided that this guarantee is void where there is inclement weather, natural disaster, or other condition outside of the employee's and employer's control that prevents the employee from performing their duties that prevents the Employer from carrying out their normal operations. All regular service shall be made into regular run shifts insofar as possible

The Employer will work to minimize the number of split-shift runs not to exceed thirty percent (30%) of fixed route and ten (10) hour runs not to exceed thirty percent (30%) of

fixed route. (Percentage to be rounded up). For the term of this Agreement, the Employer will offer a total of seven (7) ten (10) hour runs, plus one "Stand Alone" ten (10) hour run, and guarantees three (3) consecutive days off for the seven (7) ten (10) hour runs. However, during the term of the Agreement, the Employers reserves the right to adjust the total number of ten (10) hour runs based on reduction or expansion of service, in which case this Agreement shall be reopened for purposes of bargaining consecutive days off and split shifts.

5.5 Split-Shifts and Spread Time:

- A. During a split shift of twelve (12) or more hours to complete, including the unpaid one-hour meal period, the non-driving time shall be paid at \$7.25 per hour. If the federal minimum wage increases, the agreement shall be reopened for purposes of bargaining the rate of pay for the non-driving time.
- B. Driving time in excess of regularly scheduled shift hours (e.g., 8 hrs./10 hrs.) will be paid at time and one-half (1.5) the regular rate of pay.
- C. Maintenance employees will not be assigned split shifts. Maintenance employees will work (8) eight hours straight shifts exclusive of an unpaid meal period, if mutually agreed upon.
- D. SVS operators assigned a split-shift on Saturday or Sunday must be assigned no less than two (2) hours per segment of the split-shift.

5.6 Utility Runs: The Employer will maintain no more than one (1) utility run. Utility runs are full time bid positions with flexible hours. When the utility run is used for mainline service work, the operator shall be placed in the "A" Board rotation based on their seniority.

5.7 Specialized Van Services: Operators bidding Specialized Van Services (SVS) bid runs will be guaranteed forty (40) hours per week, with two (2) consecutive days off. These runs will be operated as eight and a half (8 ½) hours with an unpaid 30-minute meal period or eight (8) hours straight, without a meal period if mutually agreed by the Dispatcher and Operator. An Operator may eat in the coach when not busy. SVS runs daily start times may vary one (1) hour each way. SVS runs with an end time of 4:00 p.m. or later may be adjusted by two (2) hours prior to their scheduled start time. Daily start times shall be determined by run number, lowest number having the earlier start time. Operators may be required to remain on shift for up to 30 minutes beyond their scheduled shift to complete scheduled work. Operators may remain on shift longer than 30 minutes if mutually agreed upon by the Operator and the Operations Manager or designee. For the term of this Agreement any additional SVS service will be covered by A & B Board Operators.

5.8 Extra Board: All extra work shall be offered to A-Extra Board first; B-Extra Board second then to Bid Run Operators on a rotation basis.

- A. A-Extra Board Operators: A-Extra Board Operators will be guaranteed a minimum of forty (40) hours per week at their rate of pay. At least four (4) A-Extra Board Operators will be maintained during the term of this Agreement. A-Extra Board Operators shall bid runs daily based on their board position. On days when bid runs are not available A-Extra Board operators will be assigned start times based on their board position. A-Extra Board Operators bidding shall be completed by 2:00

p.m. daily.

- B. B-Extra Board Operators: B-Extra Board Operators shall have a minimum ninety (90) hours guarantee per month, and shall not exceed three and one half (3 ½) times the number of A-Extra Board Operators. B-Extra Board Operators shall bid runs or extra work based on their Board position after A-Extra Board Operator bidding is completed each day. B-Extra Board bidding shall be closed by 4:00 p.m. each day. B-Extra Board work hours will be allocated on the basis of seniority when possible, however because of scheduling or other variables that may not be possible in each and every case. B-Extra Board Operators are required to call dispatch each day between 2:00 p.m. and 3:30 p.m. for the next day's work, unless working a hold-down.

1. Procedure for Same Day Assignments: If a dispatcher has less than one and one half (1 ½) hours to fill a run and reaches an answering machine they will move on the next A or B-Extra Board Operator in line. If there is more than one and one half (1 ½) hours the dispatcher will leave a message informing the operator of available work and that the operator must respond in twenty (20) minutes during dispatching hours & ten (10) minutes after dispatching hours or the next available A or B-Extra Board Operator will be contacted.

2. Procedure for End of the Day Assignments: The process provided in this Section shall not apply from 90 minutes prior to dispatch closing for the day. During this time period, dispatch shall attempt to contact the next A or B-Extra Board Operator available for the work based on seniority. Dispatch shall attempt to leave a message with the Operator and then continue to fill the work with the next available A or - Operator. Employer shall maintain a "phone call log" of contacts and attempts that shall be provided to the Union on request.

- C. Extra Board Operators: All eight (8) and ten (10) hour bid runs will be filled first if possible; however, "A" Extra Board operators may bid extra SVS work provided it is in excess of six (6) hours work. "A" Extra Board Operators may bid on extra work provided it is eight (8) hours work and has no chance of cancellation. Extra work will include shuttles, and trippers. If runs are open two (2) to five (5) days, Operators shall have the option to take the hold down. When signing for hold downs, if the Operator takes a day off in that week, the Operator will still be able to bid the hold-down, if the hold-down covers two (2) or more days. A- & B-Extra Board Operators will be allowed to bid their work assignments on weekly basis each Friday.

- D. Extra Work: Bid Run Operators on their days off, if available will be offered extra work on a rotation basis. After 4:00 p.m., dispatch will assign work according to seniority rotation.

- 5.9 Shift Trades: A maximum of six (6) operators, two (2) maintenance personnel, and two (2) customer service representative per day on a first come first serve basis may trade work shifts. A form obtained from dispatch must be filled out and signed by each employee and the on-duty dispatcher. Forms must be turned into on duty dispatcher by 4:00 p.m. the day before shifts are to be traded. Shift trades will be limited to one (1) day at a time, all trades after 4:00 p.m. are final if approved by both parties and the dispatcher. Operators must have eight (8) hours off between shifts.

- 5.10 Relief Dispatchers: Based on the Employer's operational needs, up to two bargaining unit

employees may be assigned as "Relief Dispatchers" at any given time to augment GHT's Dispatch and Transit operations. The Relief Dispatcher shall suffer no loss of seniority. The selection method shall follow the procedures used for hiring dispatchers. The Relief Dispatcher shall receive premium pay (equal to the top-step driver hourly wage plus \$1.00) for all dispatcher work performed. Such assignment to be mutually agreed upon between the employee and Employer. These positions shall have no impact on guaranteed vacation schedules.

5.11 Overtime Work Rotating Board and Maintenance Shop On-Call Work:

- A. Operators Rotation Board: Bid run operators who are interested in working their days off are eligible to sign on to the rotating overtime board. There is one overtime board for all operators. Rotating overtime board work is scheduled by seniority. You must sign on the overtime board in order to be considered for work on your days off. To be considered for overtime work, Operators must sign up for the rotation board by 9:00 AM on Friday; the deadline may be modified based on operational needs.
- B. Customer Service Representatives Overtime Board: Customer Service Representatives (CSR) will be eligible to sign on a rotating overtime board. Overtime work will be offered on a rotation basis when two (2) or more CSR are available for the same time period.
- C. Mechanics On-Call Board: Mechanics will have a rotating on-call board for Saturdays and Sundays, with a thirteen (13) hour guarantee at (four dollars) \$4.00 per hour unless called in for a mechanical emergency. At the time of being called in, the on-duty dispatcher will punch a time card for overtime to start for the on-call mechanic. If no dispatcher is on-duty, the mechanic shall report in at the start of work by leaving a voicemail with the dispatch office. This Section shall not apply whenever a mechanic is scheduled to work on that Saturday/Sunday.
- D. Overtime Work for Maintenance Shop Positions:
 - i. Overtime for a Full Shift: GHT will offer overtime work based on the duties to be performed, the relevant classification, and the most senior available employee. An employee is "available" if they are on a regular day off and available to perform the work. If there is no employee in the relevant classification available, GHT will offer the work based on the skills needed to complete the work.
 - ii. Overtime for a Partial Shift or Shift Extension: GHT will offer overtime work to the employee that is on-duty first and then to any employees coming on-duty. GHT will offer work based on the relevant classification and conditions provided in Section a above. If there is no employee is available, GHT will offer the work based on the skills needed to complete the work.
 - iii. Overtime During Emergencies: GHT may offer overtime work to any available employee based on its operational needs during an emergency. An "emergency" is a sudden or unexpected happening or situation that calls for action without delay.

5.12 Service Curtailment: For a qualifying event, an employee shall receive three (3) hours of

pay or for all hours worked, whichever is greater, at their applicable rate, if the employee reports to work and remains on duty unless excused by the Employer. A qualifying event occurs if the Employer curtails transit service because of:

- A. Inclement weather;
- B. Natural disaster; or
- C. Other conditions, outside of the employee's control, preventing the employee from performing their duties.

5.13 Employee Temporary Assignments: Based on transit and operations needs for vacancies anticipated to be thirty (30) or more days in duration, the Union and Employer agree that Employees may volunteer for temporary assignments when such temporary assignments are made available and posted by the Employer. These temporary assignments will be managed in accordance with the guidelines agreeable to both the Union and the Employer. Employees who have been temporarily re-assigned will maintain their applicable rate of pay or the temporary pay rate position whichever is higher. This Section does not apply to Section 5.10 (Relief Dispatchers) in this Article. Temporary Assignments will not impact the assigned employee's seniority rights in their prior position.

5.14 Supplemental Work for A- and B-Extra Board Operators: When regular coach or SVS work is unavailable, A- and B-Extra Board operators may be assigned supplemental additional work tasks, when available and offered by the Employer, outside of their regular duties. The Employer will train the employee, if needed, to perform the supplemental work. Work assigned under this Section will not reduce the hours worked by other Union employees and will not interfere with the regular duties of any Union employees. Extra Board operators assigned work under this Section will receive their regular rate of pay for all hours worked, in addition to any applicable overtime. Work assigned in this Section shall be made available on a voluntary basis and by seniority order. If there are insufficient volunteers, the Employer shall assign the work on a mandatory basis and by inverse seniority order.

Article 6 – Trainer Wage Rates

Employees shall be paid in accordance with Appendix "A" of this Agreement. The Employer has the sole discretion to assign training responsibilities to employees. An employee actively training another employee shall receive a premium pay of \$1.75 per hour for all hours worked. An on-duty employee riding a bus to become acquainted with a route shall be paid at the regular rate of pay and shall not receive any premium pay.

Article 7 – Holidays

7.1 The following days shall be recognized as paid holidays for employees:

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

- 7.2 Employees shall receive holiday pay for the recognized holidays in Section 7.1 of this Article, not to exceed a total of 48 hours per calendar year. Pay shall be an amount equal to the employee's regular rate of pay for eight (8) or ten (10) hours if the holiday is a regular workday for the employee. If it is a regular day off it will be paid as eight hours unless the employee is absent due to an unexcused absence for any part of the workday before or the workday after the holiday.
- 7.3 In addition to the fixed holidays listed in Section 7.1 above, each employee shall be entitled to a total of 48 hours of floating holidays (inclusive of one holiday in recognition of Juneteenth) per calendar year. New employees shall be eligible for floating holidays on a pro-rated basis from date of hire at the rate of four (4) hours per month in their first calendar year of service. In subsequent years, 48 hours of floating holiday pay will be available at the beginning of each year. Floating holidays must be taken in eight (8) or ten (10) hour increments to cover the employee's full workday. These floating holidays may be carried over into the succeeding calendar years. A maximum of 120 hours of floating holiday pay may be carried over into the succeeding year. Selection of Floating Holidays is to be by seniority, and the bidding process will take place in conjunction with the vacation bid process.
- 7.4 Employees working one of the fixed holidays shall receive time and one-half for all work performed, in addition to the basic holiday pay. Holidays shall be paid on the day they occur on.
- 7.5 Assignment of holiday work: During each scheduled bid per Article 19 (Bidding Runs), operators may place their names on a rotation holiday work assignment board (separate from the full-time rotation over-time board). If the assigned operator to that run passes on a holiday assignment, then the work will be offered to operators on the holiday work assignment board, rotated by seniority.
- 7.6 For SVS Operators Only: On days when operations capabilities exceed customer demand for SVS services, management may release SVS Operators if mutually agreed upon with the employee(s). Granted time off will be based on customer demand within an operator's working schedule and issued on a first come, first served basis. A request for time off will be considered only if it is submitted no later than the day before the relevant holiday and no earlier than two (2) weeks before the relevant holiday. This should include the Friday after Thanksgiving and government-observed holidays. The Operator has the option of taking accrued vacation leave or a floating holiday. Vacation days or floating holidays shall be issued in no less than eight (8) or ten (10) hour increments. SVS positions will not be filled with Extra Board Operators for these days. Trades are not applicable to this section.

Article 8 – Vacation Leave

- 8.1 All employees shall be given a yearly vacation at their applicable straight-time hourly rate of pay that is effective when the vacation is taken.

Years of Continuou s Service	Vacation Days Accrual (Per year)	Vacation Hours Accrual (Per year)
0-2	10 days	80 hours
3-6	15 days	120 hours
7-9	18 days	144 hours
10-14	20 days	160 hours
15-19	27 days	216 hours
20 and more	30 days	240 hours

- 8.2 The following special considerations are applicable:

- A. Vacation pay shall be paid at regular pay periods.
- B. A sign-up shall be held to become effective November of the preceding year to determine what weeks each employee shall have their vacation. Bidding will start the first Monday in November and all vacation and floaters will be bid. Bidding will last a total of two (2) weeks. The first week will bid in one-week increments. The second week will be bid for floating holidays and one-day increments. The choice of vacation/floaters shall be determined by seniority of each employee.

When an employee selects a vacation week in which one of the fixed holidays falls (e.g., Christmas Day), the employee may receive the weeks' vacation pay, plus the holiday pay; or four vacation days pay plus the holiday pay. The week, in either case, will still be considered as a vacation block and will take preference over floaters and single vacation days.

- C. An employee may cancel vacation in a manner that does not break up a full vacation week; provided, however, vacation weeks are not canceled during the twenty-one (21) calendar day prior to the scheduled start time of the vacation. Vacation weeks canceled shall be posted for bid no later than the first Monday following cancellation. When a canceled vacation week is posted for bid, an employee will be allowed to cancel and re-schedule vacation providing it's done twenty-one (21) days prior to scheduled time off or in a week that does not have the maximum six (6) employees off. Single days and floating holidays may be canceled by 10:00 a.m. the day prior to the vacation.
- D. Depending upon length of an employees' sick related time off, it is understood that vacation weeks previously bid may need to be canceled. The twenty-one (21) day

cancellation period requirement per item above may be waived by the employer based upon the medical circumstances involved.

- E. Days off for all Customer Service Representatives: No more than one (1) employee may be off any one day.
- F. Days off for maintenance employees:
 - i. Weekdays: Four (4) employees may be off on the same day.
 - a. Not more than a total of two (2) Lead Mechanics, Mechanics First Class, Mechanics, or Pit Workers may be off on the same day.
 - b. Not more than two (2) Service Workers or Fueler-Washers may be off on the same day.
 - ii. Weekends: Not more than a total of one (1) Lead Mechanic/Mechanic First Class/Mechanic/Pit Worker may be off on the same day. Not more than one (1) Service Worker/Fueler-Washer per shift may be off on the same day.
- G. As a result of an intervening change in the employee's bid assignments, an employee's scheduled vacation may be affected. The employee will be allowed to adjust their vacation time, provided the Employer's operational needs are met. For example, if an employee later bids an assignment that changes their day(s) off, the previously bid vacation leave time will be adjusted to cover the new days off, if operational needs are met.
- H. For all operators, no more than six (6) operators may be off Monday through Friday; and no more than two (2) operators may be off on any Saturday or Sunday. The Employer reserves the right to increase the number of available vacation slots on a case-by-case scenario.
- I. An employee may on their company anniversary date or the pay period prior to a week(s) scheduled vacation cash out one (1) week's (40 hours) of vacation leave or two (2) week's eighty (80 hours) of vacation. For each employee, cash-out of vacation time shall be limited to once per calendar year.
- J. The Employer shall not be required to pay for any vacation until it has been earned. Vacation leave shall not be frontloaded.
- K. Once an employee exhausts both WPSL and their GHT sick leave banks, the employee will draw from their accrued vacation and floating holiday banks, down to a combined minimum of 40 hours, and then move to unpaid leave status. Unpaid leave must be approved in advance by a Manager or designee.
- L. Effective January 1, 2024, an employee's vacation leave bank shall not exceed 320 hours, as of the day prior to the employee's anniversary hire date. Any accrued vacation leave exceeding the 320-hour maximum shall be forfeited..
- M. Vacation leave shall not accrue during leaves of absence without pay or lay-off.
- N. In order to be eligible for vacation service credit employees must be on paid status at least ninety (90) hours during each month of the year. As long as B Board operators are available to work, they will accrue vacation service credits.

Article 9 – Sick Leave

9.1 GHT Sick Leave and Washington Paid Sick Leave: The Employer maintains two separate sick leave banks for eligible employees: (1) a Washington Paid Sick Leave (WPSL) bank; and (2) a GHT sick leave bank.

9.2 Accrual: Full-time employees shall accrue a total of 8 hours per month, with a portion of the sick leave accrual applied to the employee's WPSL bank. WPSL shall be accrued at one (1) hour of leave for every 40 hours worked. "Hours worked" means actual working time, not paid or unpaid leave. Sick leave shall not accrue during leaves of absence without pay or a layoff. There is no limit on the number of WPSL hours that may be accrued. Newly-hired employees begin accruing WPSL immediately upon hire. WPSL applies to all employees.

Example: If a full-time employee worked 160 hours per month, 4 hours of paid sick leave would go into their WPSL bank (160 hours divided by 40 hours = 4 hours WPSL). The remaining 4 hours would go into the GHT sick leave bank. If the employee worked 120 hours during a month, 3 hours of paid sick leave would be placed in their WPSL bank (120 hours divided by 40 hours: 3 hours WPSL) and 5 hours would be placed in their GHT sick leave bank.

9.3 Usage: Employees may begin using GHT Sick Leave per GHT policy. Employees may begin using WPSL on the 90th day of employment in one (1) hour increments for any of the following purposes, permitted by law:

- A. The employee's own 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 preventive medical care.
- B. The employee's care for a family member with an illness injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Family members include an employee's child (biological, Adopted, foster, step, or a child for whom the employee stands in loco parentis or as a legal guardian), parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.
- C. When the Employer's place of business or a school or childcare attended by the employee's child is closed by public health officials for health-related reasons.
- D. Any absence covered by the Domestic Violence Leave Act, RCW 49.76.

9.4 Notification: For foreseeable absences, an employee shall provide management with ten (10) days' notice of the need for using the leave. For unforeseeable absences, the employee must notify management at least one (1) hour before the beginning of the scheduled work shift or as soon as possible, whichever is sooner.

9.5 Verification: For absences exceeding three (3) consecutive working days, the Employer may require an employee to provide sufficient verification establishing the WPSL was used for an authorized purpose. On a case-by-case basis, an employee

may be excused from this requirement if providing verification is determined to be an unreasonable burden or expense.

9.6 **Information to Employees:** On a monthly basis, employees will be provided notice of the following: (1) the amount of WPSL accrued since the last notice; (2) the amount of WPSL accrued used since the last notice (3) the available WPSL balance and (4) the total of all sick leave available.

9.7 **Carryover:** Employees may carry over a maximum of 40 hours of unused WPSL to the following calendar year. At the end of each year, any hours beyond 40 will be converted and transferred to the employee's sick leave bank provided the employee qualifies for standard sick leave and is below the 1296-hour sick leave accrual cap.

Examples: On December 31, 2021, an employee ends the year with 60 hours of unused WPSL and 100 hours of sick leave. The employee is permitted to carry over 40 hours of unused WPSL. The excess 20 hours of unused WPSL is converted and transferred to the employee's sick leave bank. On January 1, 2022, the employee starts the year with 40 hours of unused WPSL and 120 hours of sick leave.

9.8 **Unauthorized Usage:** Employees proven to have used WPSL for a purpose unauthorized by Washington law shall be denied pay for the leave and may be subject to discipline with just cause. The list of authorized purposes is stated under Usage in Section 9.3.

9.9 **Leave Usage Priority:** Unless the employee notifies the Employer in writing prior to using the sick leave, an employee needing sick leave shall first draw from the employee's accrued WPSL bank. Once an employee exhausts accrued WPSL, the employee will draw from their accrued GHT sick leave bank. Once an employee exhausts both WPSL and their GHT sick leave banks, the employee will draw from accrued vacation and floating holidays and then move to unpaid leave status subject to approval.

9.10 **Worker's Compensation:** Medical benefits for an employee receiving worker's compensation shall cease once the absence occurs for nine (9) months. Accrual of GHT sick leave and vacation leave benefits for an employee receiving worker's compensation will cease after six (6) months.

9.11 **Cash-Out:** If an employee separates from employment, excluding for termination or resignation in lieu of termination, and has been employed by GHT for at least five (5) years of employment; the employee may cash out all accrued sick leave at their regular rate of pay based on the total number of hours accrued sick leave:

Accrued Sick Leave	Cash Out Rate
1 to 900 hours	One-third of all accrued hours
901 to 1,296 hours	One-half of all accrued hours

Example: If an employee is retiring from the Employer and has 1,000 hours of accrued sick leave, then the employee may cash out 500 hours at their regular rate of pay. If an employee is separating employment for another opportunity and has accrued 600 hours of accrued sick leave, then the employee may cash out 200 hours at their regular rate of pay.

- 9.12 Washington Paid Family Medical Leave Program: Employees may qualify for the Washington State Paid Family and Medical Leave (PFML) law under Title 50A RCW and supporting regulations. Consistent with State law, PFML leave runs concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.
- A. Payroll Deductions: The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. Each year, consistent with the law, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five (45) percent of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A.10.030. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the terms of this Agreement, the Employer will modify payroll practices to reflect such statutory changes.
- B. Notification to the Employer: When applying to ESD, the employee must also notify the Employer of the need for leave; employees should provide at least 30 days' advance notice of foreseeable leave, and for unforeseeable leave notice should be given as soon as practicable.
- C. PFML Benefits; Insurance: The Washington Employment Security Department determines if an employee is eligible for benefits and the amount of such benefit. Employees may supplement State PFML benefits with accrued or other paid leave from the Employer. Employees are not eligible for PFML benefits if they receive time-loss benefits through the workers' compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the Employer's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the Employer's policy and subject to any FMLA requirements requiring continuation of coverage.

Article 10 – Leave of Absence

10.1 Non-Medical Related Leave (Ten (10) days Maximum):

An employee may be granted one, or more, non-medical related leave of absences without pay up to ten (10) days per calendar year, at the discretion of the Employer.

The employee shall not be required to use all earned vacation leave and floating holiday leave benefits prior to the above defined non-medical related leave of absence

without pay.

10.2 Non-Medical Related Leave (Eleven (11) days to nine (9) months):

An employee may be granted a leave of absence without pay for non-medical related reasons for a period not to exceed nine (9) months, at the discretion of the Employer.

A non-medical related leave of absence without pay shall, only be granted to the employee if the employee has used all earned vacation leave and floating holiday leave benefits. Any employee on an approved leave of absence shall be responsible for their medical, dental, vision and life insurance premiums beginning the first of the month following the approval. Arrangements for payment should be done through the bookkeepers' office

Applicable personnel benefits shall be prorated during the non-medical related leave of absence without pay. Benefits will not accrue during these circumstances.

10.3 Medical Related Leave Without Pay (One (1) Day to nine (9) Months):

An employee may be granted a medical leave of absence without pay for medical related reasons for a period not to exceed nine (9) months. A request for medical leave must be supported with sufficient medical information to confirm the need for the leave as medically certified.

A medical related leave of absence without pay shall, only be granted to the employee if the employee has used all accrued leave benefits to include accrued sick leave hours, accrued vacation leave hours (includes any hours previously bid for vacation slots), and accrued floating holidays. Any employee on an approved leave of absence shall be responsible for their medical, dental, vision and life insurance premiums beginning the first of the month following the approval. Arrangements for payment should be done through the bookkeepers' office. The medical leave of absence would be effective from the date of exhaustion of all accrued leave benefits; however, in the case where the employee was eligible for and used State or Federal family leave, leave without pay would be effective from the date of exhaustion of the Family Leave. Applicable personnel benefits shall be prorated during medical related leave of absence without pay

10.4 Administrative Leave for Investigations

- A. If Employer deems it necessary to remove an employee from service for investigative purposes, that employee will be placed on administrative leave with pay.
- B. If an Employee is under legal investigation for a matter that would not allow the employee to serve the public if convicted, the Employer has the right to put him/her on administrative leave without pay until the matter is resolved. Available vacation or floating holidays may be used. If exonerated, the Employer will reimburse the

employee for used benefits and lost wages. This resolution could include termination or reinstatement of employment.

Article 11 – Medical, Dental, and Life Insurance

- 11.1 Medical Insurance: The Employer shall contribute 95.0% and the employee contributes 5.0% toward the total cost for medical insurance premiums. Medical insurance coverage for all eligible employees and their dependents shall be provided by the Public Employees Benefits Board (PEBB).
- 11.2 Dental Insurance: Dental insurance coverage will be provided by WCIF for the Delta Dental of Washington plan or Willamette Dental plan.
- 11.3 Vision Insurance: The Employer shall offer vision insurance coverage through Vision Services.
- 11.4 Life Insurance: The Employer shall provide life insurance coverage to employees with a policy benefit amount of fifteen-thousand-dollars (\$15,000.00) for each employee and one-thousand-dollars (\$1,000) for each dependent of the employee.
- 11.5 The Employer reserves the right to change health and welfare insurance providers and the specific plans offered to comparable alternatives, but agrees to bargain the impacts of any such changes, including material changes to benefit levels.

Article 12 – Exact Fare System

Employer agrees to maintain the exact fare system during the term of this Agreement.

Article 13 – Retirement

The employee shall be covered under the Public Employees Retirement System, hereafter referred to as PERS.

Article 14 – No Strike or Lockout

The Union agrees not to strike, be involved in a sympathy strike, slowdown or participate in any work stoppage, and the Employer agrees not to lockout during the term of this Agreement. Any action by the Employer in closing operations during a civil commotion, for the protection of the property, shall not be deemed a lockout.

Article 15 – Jury Duty and Military Leave

- 15.1 Employees shall notify the Employer when required to attend jury duty by providing a copy of their summons to their immediate supervisor or dispatch. Employees attending jury duty

must provide the Employer with proof of service, provided by the court, to verify their service.

Employees attending jury duty will be paid for actual loss of earnings at straight time rates, less amounts received from jury duty. Employees will be required to submit proof of jury duty payments to receive reimbursement for loss of earnings. Benefit accrual, pension benefits, and seniority status will not be affected while employees attend jury duty.

Employees attending jury duty are required to report to dispatch by telephone immediately after being released from jury duty for the day and may be required to return to work for the remainder of the work day. Employees required to report for jury duty the following morning are guaranteed ten (10) hours of off-duty time between the end of their work day and the start of jury duty the following day.

- 15.2 An Employee who is a member of the Reserves/National Guard or the regular armed services of the United States shall be entitled to receive a military leave of absence with pay up to twenty-one (21) days in accordance (RCW 38.40.060) each calendar year. Such leave shall be granted in order that the Employee may take part in active military duty in such manner and at such times as he/she may be ordered to active duty. Military leave with pay shall be paid based on the Employee's regularly scheduled work hours for the period of the active military duty and shall begin upon the Employee's first day off request for said military leave. The Employee must submit a copy of their military orders inclusive of the dates of the military duty required of the Employee, the orders should be received by the Employer prior to commencement of the leave.

Employees covered by this section shall be guaranteed all seniority rights. Employees are eligible for the same benefits and leave options as that offered for L & I leave recipients.

Article 16 – Compassionate Leave

With the approval of the Manager, an employee may receive four (4) days' pay, upon the occurrence of death of a member of the employee's immediate family, which shall include the mother, father, brother, sister, husband, wife, domestic partner, son, daughter, grandparents and grandchildren, mother-in-law, father-in-law, step-children, and step-parents. For Employee's Spouse's or Domestic Partners family; on approval of the manager, an employee may use four (4) days of sick leave or vacation with pay. This provision, when used, will not be considered as a sick leave incident.

Article 17 – Grievance Procedure

- 17.1 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. There shall be no suspension of work or interference with the Employer's operations.
- 17.2 A grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed per the following procedures within the stated time limits.

- 17.3 Grievance Steps: The Employer maintains an “open door” policy. The Union and the Employer will encourage employees to access the existing organizational channels to resolve issues prior to initiating the formal grievance process. Steps in the grievance procedure:

Step One: If a grievance arises, it shall be submitted in writing, specifying the act(s) or event(s) being grieved, the date(s) of the occurrence(s), the provision of this Agreement that allegedly has been violated, and the remedy sought. The grievant/Union Representative shall present the grievance to the Department Manager or designee within fifteen (15) business days from when they knew or should have known of the act(s) or event(s) being grieved. The Department Manager or designee will have fifteen (15) business days after receipt of the grievance to respond to resolve the issue. If the grievance is unresolved, it shall automatically advance to Step Two.

Step Two: If the grievance remains unresolved, the Union Representative may advance the grievance to the Assistant General Manager or designee within fifteen (15) business days from the date of the response or the date the response was due. The Assistant General Manager or designee will respond to the Union Representative within fifteen (15) business days after the grievance was advanced. If the grievance is unresolved, it shall automatically advance to Step Three.

Step Three: If the grievance remains unresolved, the Union President or designee may advance the grievance to the General Manager or designee within fifteen (15) business days from the date of the response or the date the response was due. The General Manager or designee will respond to the Union President or designee within fifteen (15) business days after the grievance was advanced. If the grievance is unresolved, it shall automatically advance to Step Four.

Step Four: If the Union is not satisfied with the General Manager's or designee's response, then the Union President or designee must submit a written arbitration request to the General Manager or designee. The arbitration request must be submitted within fifteen (15) business days from the General Manager or designee's date of the response or the date the response was due.

If the Union does not timely request arbitration, it shall be considered forever abandoned and the grievance right is waived. If the request for arbitration is timely submitted, the parties shall follow the arbitration process and rules below.

- 17.4 Arbitration Selection: The parties will attempt to agree on an arbitrator. If the parties are unable to agree, the Union President or designee shall request jointly a list of nine (9) proposed arbitrators from the Federal Mediation and Conciliation Service (FMCS) or Public Employees Relations Commission (PERC). The Employer and Union shall flip a coin to determine who must strike first and then strike from the list one (1) name at a time until only one (1) name remains on the list. The name of the Arbitrator remaining on the list shall be accepted by both parties. The Union President or designee shall notify the Arbitrator of the selection, and copy the Employer in their correspondence.
- 17.5 Arbitrator's Authority: Hearings shall be kept informal and private and shall include only such parties in interest, witnesses, and their designated representative. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing,

unless otherwise agreed upon by the parties. The arbitrator's authority shall be limited to interpreting this Agreement and determining if the disputed article has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or substitute their judgment on a matter of condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition.

- 17.6 Arbitration Limitations: No arbitration determination or award shall be made by the arbitrator, which grants any right or relief for any period of time whatsoever before the execution date of this Agreement. In cases of a grievance involving any continuing or other monetary claims against the Employer, no award shall be made by the arbitrator which shall allow any accruals before the date when such grievance shall have first been presented.
- 17.7 Arbitration Expenses: The parties will equally split the expenses and costs of the arbitrator. Each party shall be solely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, the parties shall equally split the costs of such record (transcription, etc.) and provide copies to each other and the arbitrator.
- 17.8 Arbitration Award Status: The arbitrator's award shall be final and binding upon the parties.
- 17.9 Non-Arbitral Response: If the arbitrator finds that it has no authority or power to rule in the case, the matter will be referred back to the parties without a decision or recommendation on the merits of the case. The parties may then seek any relief (e.g., administrative, court) they deem appropriate.
- 17.10 Investigations: At the beginning of an investigation, the Employer will notify the employee of the allegation(s) against them and provide a copy to the Union. The Employer's investigation will be completed as speedily as a proper investigation will allow and no more than thirty (30) business days. Upon completion, the employee will be notified of the investigation results. A copy will be provided to the Union.

If a party provides cause and requests the timelines herein be extended, the request shall not be unreasonably denied by the other party. During the investigation, the Employer may place the employee on paid administrative leave pending the outcome of the investigation.

Article 18 – Uniforms and Tools

- 18.1 The Employer shall furnish the employee's uniforms and replace any items which have normal wear and tear. Shirt patches that are required by the Employer will be sewn on the shirt at Employer's expense. All other alterations are the responsibility of the operator. The determination of the Employer shall govern on uniform replacement and all uniforms furnished shall remain the property of the Employer. Maintenance coveralls will be furnished by Employer. Each maintenance employee shall be allowed two-hundred-and-fifty-dollars (\$250.00) per contract year, subject to payroll deductions and taxes, for the purchase of approved work shoes. Shoes may be purchased each year or all pairs in one (1) year. Any shoes purchased must be approved by the Maintenance Manager or designee before reimbursement. Shoes may be purchased at company vendors with prior approval from the Maintenance Manager or designee. Shoes paid for by the Employer

must meet standard regulations of WAC 296-56-60113

- 18.2 Maintenance employees shall be provided with one (1) pair of Car-Hart Coveralls or Car-Hart Coat per contract term. In addition, for each individual contract year, each maintenance employee shall be provided one (1) safety sweatshirt (hoody or zip) and two (2) safety pocket t-shirts. The Maintenance Employees will be allowed to go to a company vendor and pick the clothing.
- 18.3 SVS bid run operators shall be provided with one (1) pair of gloves. Replacement gloves due to wear and tear must be authorized by the Operations Manager or designee.
- 18.4 Effective upon full execution of this Agreement, the following maintenance employees shall receive five-hundred-dollars (\$500.00) per calendar year for tool allowance: Lead Mechanic, Mechanic First Class, Mechanic, and Pit Worker.
- 18.5 Grays Harbor Transit agrees to buy and maintain tool boxes and sets of tools sufficient for the Service Workers and Pit Workers to service all Grays Harbor Transit buses and equipment. The Maintenance Manager will compile and maintain a tool list. The Mechanics and Pit Workers are responsible for the care and security of shop tools.

Article 19 – Bidding Runs

- 19.1 For Operators, Customer Service Representatives, and maintenance employees, all runs/shifts, will be bid by seniority with four (4) sign-ups per year, occurring approximately three (3) months apart.
- 19.2 Operators' Bid: The bids/shifts shall be held so as to become effective on the first Monday of January, the first Monday of April, and the first Monday of July, and the first Monday of October. Run card supplements shall be distributed to the Operators five (5) working days prior to the bid.
 - A. Operators will be grouped by seniority into four bidding groups and each group shall bid according to an established process.
 - B. If an operator misses their designated bid time because of an unforeseen circumstance or scheduled absence, the ATU representative will try to contact the operator to confirm their preferences. The ATU representative will serve as the proxy for the operator and bid for the said operator during their designated bid time.
 - C. A bid is scheduled if an Operator will be off for four (4) weeks or more unless there is thirty (30) days or less remaining before a regular bid. When that Operator returns, a bid, (bump, or full bid) if required, will be conducted. If the Operator returns within thirty (30) days of the start of the next regular bid, then that Operator will be placed on the A Board by seniority order. A "B" Board operator, when bumped, will assume their position on the B Board unless they have the seniority to hold a bid run.

In addition, it is within management's rights to request a re-bid of an Operator who has four (4) or more various creditable complaints within a thirty (30) day period. The Operator will be prohibited from said run through the next bid. If a vacancy or a major service change occurs (e.g., service curtailment), the Employer will determine if a bid is required.

- D. When a major change occurs in any Operators run, or a new run is created, it shall be posted for three (3) workdays for Operators to bid. When a run is cancelled, it shall be posted three (3) workdays in advance to allow affected Operators ample time to choose another run according to seniority. One-third (1/3) of Operators will bid each day. The bidding procedure shall be the same as described in Section 19.1.

19.3 Customer Service Representatives Bid: Customer Service Representatives will bid within their classification.

19.4 Maintenance Employees' Bid: Maintenance employees will bid by seniority within the following classifications: Mechanic First Class, Mechanic, Pit Worker, Service Worker, and Washer-Fueler. Re-bids may occur based on the Employer's operational needs. Maintenance shall bid four (4) times per calendar year, aligning with the Operations bid schedule. Rebids will take place at the Employer's discretion. All shifts will be bid by seniority and classification. Once the shifts are posted, the bidding will start. If the bidding process is not complete after three (3) days, the on-duty Union shop steward and supervisor/manager will contact the employee who will then have two (2) hours to make their selection. It is the employee's responsibility to be available during the bidding process. After two (2) hours, the on-duty shop steward will make the selection that best matches the past bids for the employee.

If a maintenance employee misses their designated bid time because of an unforeseen circumstance or scheduled absence, the ATU representative will try to contact the employee to confirm their preferences. The ATU representative will serve as the proxy for the employee and bid for the said employee during their designated bid time.

19.5 See Appendix "C" regarding the Run Card Committee.

Article 20 – Seniority

20.1 Seniority for new hires will begin at the time of their first day of employment and shall prevail throughout their time of continuous employment service. Classifications are as follows:

- A. Operators
- B. Lead Mechanic
- C. Mechanic First Class
- D. Mechanic
- E. Pit Worker
- F. Maintenance Assistant
- G. Service Worker

- H. Washer-Fueler
- I. Customer Service Representative

20.2 In the event of a work force reduction; bargaining unit employees shall be laid off in reverse order of seniority from date of hire. This provision does not apply to the specialty classification of Mechanic, first class or higher.

20.3 An employee who is in a position designated for reduction may displace any employee within another classification in which said employee has greater seniority, and is qualified for that position (including any required licenses, certifications, or prior years of experience, as identified in the applicable job description). Employees who move from one classification to another classification to avoid layoff will begin accruing classification rights for the purpose of job selection within the new classification. These employees will maintain their twenty-four (24) month recall rights to their original classification.

When it is determined there is a job opening due to retirement, termination, etc. it shall first be posted for fill within the company, if no one applies for the opening the next person on the recall list will be called for the opened position. (A person who is recalled to their original classification may displace an employee in the classification due to lay off, as the recalled person would have seniority rights in that classification)

20.4 When a bargaining unit employee transfers to a new classification their seniority shall continue as of the date of transfer and shall be retained for sixty (60) calendar days. After the sixtieth (60th) day; if the employee elects to stay in the new classification seniority in their previous classification shall cease.

20.5 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff provided they are presently qualified to perform the work in the classification from which they were laid off.

20.6 Notice of recall shall be sent to the employee's last known address by registered or certified mail return receipt requested and the employee's last known email address, and a copy sent via email to the ATU. It is the employee's responsibility to keep the employer informed of their current address. An employee must respond to the designated person in the recall notice within ten (10) days of receiving the notice. Employee's failing to respond within ten (10) days of receipt of the notice or employees whose recall notice are returned through the mail shall be considered to have resigned, shall cease to have seniority, and shall have their names removed from the recall list. Employees on layoff status, who have been offered reappointment and refuse such appointment to the class from which they have been laid off, shall be removed from the recall list and terminated.

20.7 Employees on the recall list who apply and are selected or recalled for positions within another classification shall maintain their twenty-four (24) month recall rights to the original classification from which they were laid off. Employees recalled to another classification shall accrue classification rights for job selection, and maintain the position until:

- A. Recalled to their original classification;
- B. Applied and received another job position within GHT.

20.8 Recall rights for any employee shall expire twenty-four (24) months from the date of layoff.

Written notice of expiration of recall rights shall be sent to the employee at their last known address by registered or certified mail.

- 20.9 Benefits shall not accrue during layoff.
- 20.10 Employees eligible for recall shall meet all current qualifications and requirements for the position being recalled to.
- 20.11 Seniority for bargaining unit employees who are promoted or transfer into non- bargaining unit positions or another classification positions shall be frozen as of the date of their promotion or transfer, and shall be retained for sixty (60) days. After the sixtieth (60th) day, if the employee stays in the non-bargaining position or new classification, all seniority rights in previous classification shall cease. The employer reserves the right in the first sixty (60) days of a promotion or transfer to return that employee to their previous position for just cause. The employee may in the first sixty (60) days of a promotion or transfer return to their previous position without penalty or loss of seniority. If the Employee wishes to return to their former classification after the sixty (60) days, when an opening occurs, they will assume the position of least seniority in their former classification at their applicable rate of pay.
- 20.12 Loss of Seniority Rights: When an employee is off work, including for a job-related injury and is receiving worker's compensation, their seniority rights under this Agreement shall cease altogether after twelve (12) months from the first day off, unless the twelve (12) month period is extended by mutual agreement of the parties.

Article 21 – New Employees

New employees will become eligible for benefits in accordance with this Agreement. Except medical benefits which becomes eligible according to the agreement with the insurance carrier(s). PERS shall be applied as per PERS rules and regulations. Accrual of vacation begins at the Employee's date of hire but cannot be used until the Employee has completed twelve (12) months of service.

When a vacancy occurs, it will be filled in the following priority: (1) internal candidates from the respective department; (2) internal candidates agency-wide; and (3) external recruitment. The vacancy shall be posted internally and interested employees must submit a letter of interest with their qualifications to the Department Manager or Human Resources Office. The Employer will evaluate and select candidates based on their seniority, qualifications, skills, ability, and suitability.

If the internal posting process does not result in a sufficient candidate pool, the vacancy will be posted externally in accordance with applicable Employer policy and procedure.

An Employee failing to qualify for a new job within sixty (60) days shall return to their former position.

Article 22 – Physical Examinations and Commercial Driver’s License

The Employer agrees to pay the full cost of any physical examination it requires an employee to take. In addition, the Employer agrees to pay the employee for the actual time involved in taking the physical examination at the employee's basic rate of pay. Commercial Driver's License physicals are employee's responsibility. Employees who are required to complete the CDL skills test will be reimbursed upon successful completion of the initial test for the actual cost of their test. Thereafter, on a biennial (i.e., every other year) basis, the Employer will pay 100% of the cost of one (1) required CDL physical.

Article 23 – Personnel Files

- 23.1 Any disciplinary action concerning a major infraction (i.e., suspension or above) contained in an employee's personnel file shall not be considered if eighteen (18) or more months old as of the date of occurrence.
- 23.2 Minor infractions of company rules and policies and minor passenger complaints (i.e., oral warnings and written reprimands) shall be removed from an employee's record after one (1) year. The determination of what constitutes a minor infraction or complaint is to be determined by applying a "rule of reason."

Article 24 – Bus Passes

Free transportation passes shall be available at the Grays Harbor Transit office to all active employees, and their dependents. For purpose of this section, dependents shall be defined as the employee's spouse or children. The term child applies equally to natural, step, or adoptive or custodial family relationship. Transportation passes will also be available to all retired employees and their spouses. The passes will be honored on all of the Employers regularly scheduled buses and vans.

Article 25 – Accidents

- 25.1 It is the goal of Grays Harbor Transit to have an accident-free operation. When a chargeable accident does occur, the Employee will be subject to the progressive discipline process. Discipline issued for an accident shall be levied as prescribed in the current Grays Harbor Transit Employee Manual dated October 2018 and this Agreement. The Agreement shall control if there are any conflicting terms between the Agreement and the current Employee Manual.
- 25.2 Accident Review will be handled in accordance with Appendix “C” (Labor-Management, Run Card, Safety, and Accident Review Committees).

Article 26 – Use of Privately Owned Vehicles

- 26.1 Employees shall be reimbursed for using their own private vehicle for driving to a remote job site, provided it is not the driver's bid run. Reimbursement shall be based on IRS mileage rates. The lesser mileage from the main shop or the employee's home address will be used in determining the rate for which the employee shall be reimbursed.
- 26.2 In the event an Employee is required to bid one of the outlying Dial-a-Ride runs due to being the last person on the regular bid board, mileage for the use of their privately owned vehicle shall be reimbursed based on IRS mileage rates in accordance with Section 26.1.

Article 27 – Higher Classification Pay

Employees who perform work of a higher classification will receive the appropriate rate of pay for actual time worked. Maintenance employees performing work of a lower classification will receive their normal rate of pay. When a Lead Mechanic is off for a complete eight (8) hour shift, the Mechanic First Class, if available, will perform Lead Mechanic Work and receive that rate of pay (Mechanic will receive Mechanic First Class pay if qualified).

Article 28 – Tool Insurance

The Company will provide tool insurance for Maintenance personnel. The company will be liable only in cases where the tools were stolen or destroyed as a result of forced entry or fire. The company will replace tools that are damaged and unusable if such damage occurs while being used on company equipment. The company will indemnify the employee only for tools listed on the tool inventory filed with it; and liability is limited to replacement value of tools listed.

Article 29 – Training Sessions

The employee shall receive their applicable rate of pay for mandatory training sessions regardless of the number of hours worked during the pay period. Professional training is available to Maintenance employees based on job relevance and Employer approval.

Article 30 – Switching Equipment

Switching or moving equipment in the field will be done by qualified bargaining unit employees, when available.

Article 31 – Employee Assistance Program

An Employee Assistance Program (EAP) is available to Employees. Employee's use of this program will not impact or alter any disciplinary process when a violation of the workplace safety rules, drug and alcohol provisions or rules governing workplace conduct occurs.

Article 32 – On-Board Camera and Technology Systems

- 32.1 Grays Harbor Transit and the Union acknowledge that the primary purpose of the equipment is to increase public and employee safety. It is not being installed for the explicit desire to cause undo harm to the Union or its members or for any other reason, therefore, the parties agree that the video and audio information recorded by the on-board camera equipment shall not be randomly or routinely reviewed by the Employer against an employee for the sole purpose of discovering misconduct or issuing discipline, referred as "target surveillance" or "fishing", except where there is an initiating event (a/k/a "trigger" or "triggering event") such as a (1) complaint, (2) incident, (3) infraction, (4) accident, (5) reasonable suspicion, or (6) damage discovered.
- 32.2 If the Employer is using the recording(s) for discipline purposes, it shall only use the recording from one (1) minute prior to the start of the initiating event and related occurrences through one (1) minute following the completion of the initiating event. For accidents, the initiating event may include the time period from the time of the accident one (1) minute before and one (1) minute after the release from the accident scene by law enforcement or management representative. For purposes of this section, the duration of the initiating event for purposes of calculating the beginning and ending of the permissible review period will only include acts or omissions that are directly related to the initiating event. For example, the duration of an incident related to a customer or driver complaint may include the entire timeframe of which the subject customer was a passenger if that is necessary to understand the full nature of the incident. Information obtained in such a review may be considered by GHT in making an appropriate response or initiating discipline. Discipline shall be issued consistent with Article 33 (Discipline).
- 32.3 If the Employer determines to review a recording under such circumstances, the Employer will first review the recording to determine if there appears to be a basis for discipline, it will notify the Union President/Business Agent or designee and provide a copy of any initiating documentation and permit the Union President/Business Agent or designee to independently review the recording. Following the review, the Employer and the Union President/Business Agent or designee may jointly review and discuss the recording.
- 32.4 Only if other serious infractions are discovered i.e.: harassment, theft, gross misconduct, or alcohol or illegal drug use independent from the initiating and related occurrences may the Employer consider appropriate discipline.
- 32.5 In cases where the incident is reported by the employee, the recording of the incident will be reviewed to determine the facts of the incident. If review of the incident reveals a violation, the employee may be subject to discipline and the disciplinary documents will be placed in the employee's personnel file for a one (1) year period. If an employee self-reports an incident and is subject to discipline, the Employer shall apply just cause and consider the employee's self-reporting. This violation will count toward the progressive

discipline track. See Article 33 (Discipline).

- 32.6 Any audio record of a “protected” Union conversation will not be used by any manager or supervisor in a manner that would be contrary to the interest of a member of the bargaining unit. The Union agrees to caution its stewards, officers, agents, and members to exercise due diligence on protection of the Local’s interest and the interest of its members.
- 32.7 In the event the Employer plans to amend the above referenced policy and procedures, it shall notify the Union in writing, so the Union may submit a timely demand to bargain the impact of any such amendments.

Article 33 – Discipline

The Employer retains the right to discipline, suspend, or discharge employees for just cause. Employee counseling is not discipline. Disciplinary action will be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Employees may contest discipline subject to the grievance procedure in this Agreement, however, only suspensions and terminations may be submitted to arbitration.

Article 34 – Savings Clause

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect.

Article 35 – Entire Agreement

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions. Collective bargaining; on any subject, whether included in this Agreement or not is closed for the term of this Agreement. Both parties by mutual agreement may add or supplement this agreement if it is determined necessary.

Article 36 – Effective Date, Termination, and Changes

- 36.1 This Agreement shall become effective as of December 20, 2022 and shall continue until December 31, 2025.
- 36.2 Either party may reopen or terminate this Agreement no later than sixty (60) calendar days prior to this Agreement’s expiration by written notice to either the President/Business Agent or their designee or the General Manager or their designee. Collective bargaining on any subject, whether included in this Agreement or not is closed for the term of this Agreement except by mutual agreement of the parties as stated above.

GRAYS HARBOR TRANSPORTATION
AUTHORITY

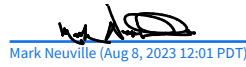


Vickie Raines
Chair, Board of Directors

Aug 8, 2023

Date

AMALGAMATED TRANSIT UNION,
LOCAL 1765


Mark Neuville (Aug 8, 2023 12:01 PDT)

Mark Neuville
Local President

Aug 8, 2023

Date


Ken Mehin (Aug 8, 2023 09:54 PDT)

Ken Mehin
General Manager

Aug 8, 2023

Date

Appendix A – Wages and Longevity Pay

A.1 Wages

Effective December 20, 2022, employees shall receive a wage increase of 6.0% to their base wages.

Effective January 1, 2024, employees shall receive a wage increase of 4.0% to their base wages.

Effective January 1, 2025 employees shall receive a wage increase of 2.5% to their base wages.

Effective July 1, 2025 employees shall receive a wage increase of 0.5% to their base wages.

If wage steps apply to the classification, the employee shall progress to the next wage step following six (6) months of active employment in a wage step.

Each employee covered by this Agreement shall be classified for pay purposes in one of the following classifications in which the hourly rate of pay shall be:

Operator				
	6.0%	4.0%	2.5%	0.5%
	12/20/2022	1/1/2024	1/1/2025	7/1/2025
Step 1	\$22.00	\$22.87	\$23.45	\$23.56
Step 2	\$23.84	\$24.79	\$25.41	\$25.54
Step 3	\$25.71	\$26.73	\$27.40	\$27.54
Step 4	\$27.57	\$28.67	\$29.39	\$29.54
Step 5	\$29.44	\$30.61	\$31.38	\$31.54

Customer Service Representative				
	6.0%	4.0%	2.5%	0.5%
	12/20/2022	1/1/2024	1/1/2025	7/1/2025
Step 1	\$20.81	\$21.64	\$22.18	\$22.29
Step 2	\$22.00	\$22.87	\$23.45	\$23.56

Mechanic, Pit Worker, Service Worker, Maintenance Assistant				
	6.0%	4.0%	2.5%	0.5%
	12/20/2022	1/1/2024	1/1/2025	7/1/2025
Mechanic	\$30.08	\$31.29	\$32.07	\$32.23
Pit Worker	\$29.96	\$31.15	\$31.93	\$32.09
Service Worker	\$29.68	\$30.87	\$31.64	\$31.80
Maint. Asst.	\$29.68	\$30.87	\$31.64	\$31.80
Washer/Fueler	\$28.51	\$29.65	\$30.40	\$30.55

Effective upon the Agreement's full execution, the Lead Mechanic position shall receive a 6.3% market adjustment to their base wages.

Effective upon the Agreement's full execution, the Mechanic First Class position shall receive a 5.0% market adjustment to their base wages.

Lead Mechanic, Mechanic First Class					
	6.0%	Market Adj.	4.0%	2.5%	0.5%
	12/20/2022	Full Execute	1/1/2024	1/1/2025	7/1/2025
Lead Mechanic	\$35.43	\$37.66	\$39.16	\$40.14	\$40.34
Mech. First Class	\$32.99	\$34.64	\$36.02	\$36.92	\$37.11

A.2 Longevity Pay

Eligible employees shall receive longevity pay. Longevity pay is a premium pay amount in addition to the employee's base wage rate. Eligibility for longevity pay is based on the employee's continuous years of employment with the Employer. The following longevity pay schedule shall apply:

Continuous Years of Employment	Longevity Pay Rate
5-9 years	\$0.10 per hour
10-14 years	\$0.25 per hour
15-19 years	\$0.40 per hour
20-24 years	\$0.55 per hour
25-29 years	\$0.70 per hour
30-34 years	\$0.85 per hour
35 and more years	\$1.00 per hour

Appendix B – Custodial Work

The Employer and Union agree that non-union personnel are permitted to perform custodial services in the confidential areas of GHTA's offices. The confidential areas are defined as the administrative offices, secretarial desks, the copy room, and the dispatch office. This exception applies to weekend custodial services only. ATU employees continue to provide custodial services to all other common areas of GHTA's offices.

Appendix C – Labor-Management, Run Card, Safety, and Accident Review Committees

C.1 Labor-Management Committee:

The Labor-Management Committee (LMC) meets periodically during the term of this Agreement to discuss matters of mutual concern. The LMC will meet at the request of either party. The LMC will consist of not more than three representatives from the Employer and three representatives from the Union. The party calling for the meeting will provide a copy of the agenda to the other party at least one week before the meeting.

C.2 Run Card Committee:

The Run Card Committee (RCC) shall consist of four members to make recommendations regarding the regularly-scheduled run cut. The Union shall appoint two Operators, and the Employer shall appoint two Management representatives. Each party is responsible for any wages of their appointees while engaged in RCC activities.

There must be at least three committee members present to convene a meeting. The RCC will meet and make recommendations at least 60 calendar days in advance of upcoming changes to a new run cut. The RCC will meet within 30 calendar days following the run cut to assess the productivity of the run cut.

C.3 Safety Committee:

Consistent with WAC 296-800-13020, the Safety Committee will be established consisting of two (2) members of the bargaining unit elected by the Union and two (2) employees selected by the Employer. The Safety Committee solely serves in an advisory capacity; it has no authority to make decisions or implement changes (e.g., the Collective Bargaining Agreement, work rules, or Employer policies, procedures, and practices). If there is a member vacancy, a new member must be elected/selected before the next scheduled meeting.

Safety Committee members shall meet every month. Meetings shall be no more than one (1) hour unless extended by a majority vote of the Safety Committee. The Safety Committee shall elect a chairperson to preside over committee meetings. The Safety Committee shall convene meetings to address topics covering safety matters, including topics identified in WAC 296-800-13020, and make recommendations to the Employer.

C.4 Accident Review Committee:

In the event a dispute arises over the determination of the preventability of an accident, the Operator may seek review of the determination by the Accident Review Committee (ARC). The Operator must submit their request in writing to the Operations Manager within ten business days after the notification of the determination. The ARC must meet within 60 calendar days following the Operator's request to review the determination.

The ARC shall consist of two union representatives (Operators and Union President) appointed

by the Union and two management representatives appointed by the Employer. The ARC shall select a Chairperson that is an ARC member to facilitate meetings. Each party is responsible for any wages of their appointees while engaged in ARC activities.

At the ARC meeting, the Operator and Management representative shall have an opportunity to present information for the ARC's consideration. At the conclusion of the meeting, the ARC must issue a ruling, either sustaining or overruling the previous determination.

If the ARC issues a tied determination, the National Safety Council (NSC) shall review and issue the final determination. If a party disagrees with the ARC's ruling, the party may request for review by the NSC. The request must be submitted in writing to the General Manager within ten business days following the ARC's ruling.

The accident shall remain "under investigation" for discipline purposes until the ARC has made a ruling. For purposes of this Section, "accident" means any occurrence involving a GHT vehicle that results in damage or injury. A "preventable accident" means any accident in which the Operator failed to exercise every reasonable precaution to prevent the accident. A "non-preventable accident" means any accident in which the Operator exercised every reasonable precaution to prevent the accident.

Appendix D – Attendance

The ability to report for work as scheduled is a requirement for employment. When an employee is absent excessively, GHT operations are impacted. Employees who use more sick leave than they accrue for unexcused absence(s), causing their sick leave bank to cascade to another leave (vacation, floating holidays, leave without pay (LWOP)), shall receive corrective action.

An employee receives a coaching and counseling for the first infraction of their GHT employment to assure they understand this policy. Another sick leave cascade event in a different month than the coaching and counselling triggers discipline and a verbal warning. After receiving a verbal warning, future infractions result in additional discipline (written warning, suspension, termination) when the new event is:

- In a different calendar month than the prior infraction. This affords the employee an opportunity to potentially accrue additional paid time off before receiving further discipline.
- Within a rolling 6 months (Example: June 10th to December 10th) of the date of the verbal warning or most recent infraction.

A rolling 6-month period without an infraction causes the discipline level to roll back one step. For example:

- A person at the verbal warning level starts over with another verbal warning.
- A person at the suspension level returns to the written warning step. Should an infraction occur between months 7-12 (Example: The infraction happened June 10th, making months 7-12 December 11th to June 10th of the following year) of the suspension, that person receives discipline one step further along than a written warning which would be another suspension.
- When a person goes 12 rolling months without an additional infraction, corrective action for the next infraction returns to the first step of discipline, which is a verbal warning, and the discipline process begins again.
- Because newly hired employees have not yet had an opportunity to grow their sick leave bank, this section does not apply to them for the first 6 months of their employment. For example, an employee hired January 15th would be excepted from discipline for cascading sick leave until July 16th.

On-Time Reporting

Employees are expected to report for work at the start of their shift as scheduled. If an employee cannot report as scheduled but notifies their supervisor/dispatcher (for Operators) at least one hour before their scheduled start time, the employee's absence may be excused. When employees report for work three minutes or more after their scheduled start time it is considered an unexcused late report. For unforeseeable occurrences, employees are expected to notify their supervisor as soon as possible. Operators must notify Dispatch at least 1 hour before their scheduled start time to avoid an unexcused late report.

When an employee reports for their work assignment later than the beginning of their preparation time, they may be placed on their assignment or shall accept other work if offered. For operators, other work

if offered to late show operators shall not be assigned ahead of an extra board operator.

An employee reporting late or is a no-show may be excused if verification is submitted substantiating a bona fide emergency which prevented the employee from reporting to work on time. Such written verification must be submitted within seventy-two (72) hours from the employee's scheduled start time. The burden of proof rests with the employee. Examples: auto accidents, home fire, illness requiring emergency treatment or hospitalization. Incidents such as a flat tire, dead batteries, car not starting, late babysitter, etc. will not excuse a late report or a no-show.

Discipline for late reports and no-shows shall be as follows:

Discipline for Late Report Occurrences		
Step	Attendance Violation	Discipline
Step 1	1 st occurrence within the last 12-month period	Counseling
Step 2	2 nd occurrence within the last 12-month period	Verbal Warning (Documented)
Step 3	3 rd occurrence within the last 12-month period	Written Reprimand
Step 4	4 th occurrence within the last 12-month period	Suspension without pay
Step 5	5 th occurrence within the last 12-month period	Discharge
Roll-Off: An occurrence will be removed from the employee's record after 12 months.		

Discipline for No-Show Occurrences		
Step	Attendance Violation	Discipline
Step 1	1 st occurrence within the last 12-month period	Written Reprimand
Step 2	2 nd occurrence within the last 12-month period	1-Day Suspension without Pay
Step 3	3 rd occurrence within the last 12-month period	3-Day Suspension without pay
Step 4	4 th occurrence within the last 12-month period	Discharge
Roll-Off: An occurrence will be removed from the employee's record after 12 months.		