

AGREEMENT

Between

INTERCITY TRANSIT

of

OLYMPIA, WASHINGTON

and

INTERNATIONAL ASSOCIATION

of

MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 160

for the period

January 1, 2017 through December 31, 2019

(with WPSL language)

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AGREEMENT

This Agreement is made by and between Intercity Transit of Olympia, Washington, or any successors or assignees thereof, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, representing employees of the Employer as described in Article I of this Agreement.

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

It is understood that the term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, the term "days" as used in this Agreement shall be defined as calendar days.

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Intercity Transit of Olympia, Washington (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160 (hereinafter referred to as the "Union") as the exclusive collective bargaining agent for all full-time and regular part-time Technicians, Service Workers, Support Specialists, Vehicle Cleaners, and Cleaners.

ARTICLE 2 - RIGHTS OF MANAGEMENT

The management and the direction of the working force, including the right to hire, classify, assign, promote, demote, suspend or discharge for proper cause; to transfer; to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer subject to all the provisions of this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policies or procedures as the Employer from time to time may determine.

The Employer shall have the right to establish rules and regulations as may be deemed necessary by the Employer for the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such rules and regulations insofar as the same does not conflict with the terms of this Agreement.

Rules and regulations shall be made available in writing to all employees.

ARTICLE 3 - JOINT LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established, which shall meet on a monthly basis to communicate and resolve issues of mutual interest in areas including, but not necessarily limited to: general operational issues as raised by either party, health and welfare concerns, apprenticeship program, and safety.

The committee shall consist of the Business Representative, the shop steward from each shift, one Union member-at-large, a Maintenance Supervisor, the Maintenance Manager, Maintenance Director, the Human Resources Director, and the General Manager. By mutual agreement, other persons may be invited to participate from time to time in order to provide input on specific issues.

ARTICLE 4 - NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not take the place of a bargaining unit employee, and it is agreed that these employees will not use tools of the trade except:

- (1) when used for purposes of instruction or training with a bargaining unit member and/or preparing training aids,
- (2) in cases of emergency which are beyond the control of the Employer, or
- (3) if a bargaining unit employee is on a authorized leave of absence (i.e. medical, military, jury duty) for longer than fourteen (14) days.

To fulfill the need listed in 3 above, the Employer will review internal bargaining unit employee availability prior to requesting assistance from non-bargaining unit employees or from an outside temporary agency. Such non-bargaining unit employees shall not substitute for a worker in the event it deprives an individual of a job. This applies to the regular shift and overtime conditions.

- (4) In the event any opening occurs which will last more than thirty (30) days but less than ninety (90) days the Employer may bring in temporary workers provided: there are no bargaining unit members willing and qualified to do the work; any bargaining unit member within classification will have the ability to take the more preferential shift; overtime will be offered to bargaining unit members first, prior to the beginning of each thirty day block. Should the need extend beyond ninety (90) days the Employer and Union shall meet to determine the possible continuation of the situation.

ARTICLE 5 - EMPLOYEE EVALUATIONS

Intercity Transit reserves the right to evaluate employees' work performance. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. If an employee is dissatisfied with their evaluation, the employee may request and shall be granted an evaluation review with the Maintenance Manager, Department Director, the evaluation supervisor and the Union Steward present. The Evaluation Review will allow an employee to present their disagreement with the evaluation. The employee may attach a written response to the evaluation within seven (7) days of the evaluation. The Department Director shall render a decision of determination of the review and the decision shall be final.

ARTICLE 6 - STRIKES OR LOCKOUT

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request or assist in a slowdown, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slowdowns or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. Discipline or discharge for violation of this Article may be processed through the grievance and arbitration procedure. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement and those employees hired on or after its execution date shall, on the first day of beginning of such employment, become and remain members of the Union, provided that objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay a service charge equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative for which such employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 7.2 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union. The parties also agree that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) days notification of the Union's intent to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue.

Section 7.3 The Union agrees that the Employer shall not terminate the employment of any employee under the provisions of this Article until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

Section 7.4 The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a standard form approved by the Employer and may be revoked by the employee upon request and the Union so notified.

Section 7.5 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

Section 8.1 Business Representative Access to Work Site and/or Employees. The Business Representative or other full-time representatives of the Union shall be admitted to the facility by the Employer or allowed to talk to employees during working hours, provided advance notification is provided to the Employer and such visitation does not interfere with normal operations. All such representatives shall comply with the security regulations as required of all other visitors.

Section 8.2 Union Steward. The Union shall designate one employee per shift as Union Steward and one alternate per shift to investigate complaints or claims of grievance on the part of the employees or the Union. Investigations will not interfere with the normal business of the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances and will inform the Employer if these activities require leaving their work area. If these activities require more than 30 minutes in a day, the Union Steward will meet with the Employer and seek mutual agreement as to the time necessary for these activities.

The Union will inform the Employer in writing when a change in Union Steward or alternates takes place.

Section 8.3 Union Bulletin Boards. The Employer shall provide one bulletin board for the Union's exclusive use. The bulletin board is for the posting of rules, regulations, notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business".

Section 8.4 Union Activity. No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.5 Union Leave. Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof without loss of seniority rights and with the privilege of returning to their former classification.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the Business Representative, seven (7) days in advance of the time off and addressed to the Maintenance Manager except in emergency situations, in which event such advance notice shall be given no less than forty-eight (48) hours in advance.

ARTICLE 9 - INFORMATION TO BE FURNISHED TO THE UNION

Section 9.1 Memo Posting. Copies of all memos posted will be provided to the designated shop steward at his/her request.

Section 9.2 Employment/Classification. The Employer agrees to make available to the Union with the following information:

- a. A list of members and any new members.
- b. Classification of employees.
- c. Rate of pay of employees.
- d. Seniority date.
- e. Employees loss of seniority for any reason.
- f. Job descriptions (if new or revised).
- g. Human Resources Rules and agency policies.

Section 9.3 Reduction in Work Force. In case of a reduction in work force, the Employer agrees to provide the Union with the following information:

- a. A copy of the list of employees used by the Employer in applying such layoff.
- b. The names of employees on file for recall.
- c. The names and dates employees accept or decline recall offers.

ARTICLE 10 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin or physical, mental or sensory disabilities, Vietnam era or special disabled veteran status, discrimination pursuant to the Americans with Disabilities Act or other basis prohibited by State or Federal law. The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 11.1 No employee shall be discharged, suspended or otherwise disciplined without just and sufficient cause.

Section 11.2 Oral Warning. When an oral warning occurs a record of the warning will be made and a copy given to the employee. No record of the oral warning will be placed in the employee's personnel file and will not be considered for disciplinary action beyond one (1) year from the date of the Oral Warning.

Section 11.3 Written Warning. Written warnings may be given to the employee for infraction of the rules and regulations. The employee shall sign the written warning only to acknowledge receipt, not admit guilt, and state any objections to such warning in writing on the form provided. A copy of the written warning shall be placed within the employee's personnel file and will not be considered for disciplinary action beyond one (1) year from date of the warning, provided there is not additional disciplinary action within the year. If the employee is absent from work for a period greater than thirty (30) days, the one (1) year period shall be extended in proportion to the amount of time the employee remained absent from work.

Section 11.4 Decision-Making Leave. In lieu of Suspension Without Pay, an employee may choose Paid Decision-Making Leave. During this one day of paid leave, an employee will be required to prepare a written document outlining what changes they are going to make to insure the current or similar situation will not be repeated. Decision-Making Leave is considered a formal and documented step in the progressive discipline track.

Section 11.5 In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Whenever possible, such notification shall be in advance of the discharge, demotion or other disciplinary action.

An employee shall have the right to have a Union Steward present at formal disciplinary action.

Section 11.6 Should there be any dispute between the Employer and the Union concerning the existence of just and sufficient cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Oral warnings may be appealed through the first (1) step of the Grievance Procedure only. Written warnings and Decision-Making Leave may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the decision-maker at each step (Step 1: Director, Step 2: General Manager) shall be attached to the written warning or Decision-Making Leave notice. If the parties fail to agree, the written warning or Decision-Making Leave will stand. The Union may attach a statement of their position to the written warning or Decision-Making Leave notice.

Section 11.7 In the event it is found that an employee has been discharged without just and sufficient cause, such employee shall be reinstated to the employee's former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee's rights to the other benefits agreed to herein.

Section 11.8 No camera video or audio recording shall be used by any manager against any IAM member for the purpose of finding misconduct or issuing discipline (fishing or targeted surveillance), except when there is an initiating event such as a complaint, accident, incident, or the Employer is made aware of an infraction. If discipline is issued, management and the Union Business Representative, or designee, may jointly review and discuss the recording.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 The purpose of this procedure is to provide an orderly, effective, and expeditious method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. However, it is understood that failure of the parties to come to an agreement shall not be looked at disparagingly nor should it have a negative impact on the effectiveness of this procedure. It is further understood that there shall be no suspension of work, slowdown or curtailment of services while any grievance is in the process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 12.2 A "grievance", as used in this Agreement, shall be defined as a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 12.3 Prior to filing a grievance an attempt should be made to settle the dispute by discussing the matter with the immediate supervisor or other appropriate management personnel.

Section 12.4 Steps in the grievance procedure for disputes involving contract interpretation or disciplinary action shall be handled in the following manner:

Step 1: Formal Grievance – Department Director

Grievances must be filed within fifteen (15) days of the occurrence of the event which gives rise to the grievance, or within fifteen (15) days of when the employee is informed of the event, by the individual affected or through their Shop Steward, to the employee's department director, or the director's designee.

The employee's department director, or the director's designee, shall attempt to satisfactorily settle the grievance within ten (10) days from the date of receipt of the employee's Step 1 grievance. Step 1 will include the following:

- a. A statement of the grievance and the facts upon which it is based, including the date of the occurrence and any relevant witnesses.
- b. The Articles or Section in this Agreement claimed to have been violated.
- c. Remedy sought.
- d. The signature of the aggrieved employee(s) and the Union representative (if presenting the grievance).
- e. Date of signatures/presentation.

Step 2: General Manager

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within ten (10) days from the date of the department director's, or the director's designee's, Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Representative of the Union.

The written submission of a Step 2 grievance shall include the reasons for dissatisfaction with the department director's, or the director's designee's, solution.

The Employer's General Manager shall meet with the grievant, the Shop Steward, and the Business Representative of the Union within fifteen (15) days from the date of receipt of the Step 2 grievance, to attempt to satisfactorily settle the grievance. The General Manager will give a written response within seven (7) days of the meeting. If the Union is not in agreement with the written decision of the General Manager, the General Manager and the Business Representative of the Union will decide whether to submit the grievance to mediation or normal arbitration.

In the event the grievance is submitted to mediation and the recommendations of the mediator are not acceptable to either party, either party may request arbitration in accordance with Step 3 as defined below.

Step 3: Arbitration

Within seven (7) days of the Step 2 response or the mediation decision, the Union may on behalf of the grievant serve a demand for arbitration upon the other party. Within seven (7) days of the demand, the parties shall jointly submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) names from which the parties shall select their arbitrator. Within seven (7) days after receiving such list, the parties shall each alternately strike one name from the list, with the first strike being determined by the toss of a coin, until one name remains. The person thereafter remaining on the list shall be and become the arbitrator.

The parties will strive to schedule the earliest available dates for the arbitration hearing. Prior to commencement of the hearing, both parties shall stipulate to the issue(s) that will be presented for the arbitrator's consideration.

The arbitrator shall not add to, subtract from or in any way modify or change any of the terms or provisions of this Agreement nor shall the arbitrator have jurisdiction or authority to consider or decide matters concerning or involving a new or different agreement or requested changes in this Agreement.

The decision of the arbitrator shall become final and binding on both parties when delivered to them in writing.

The costs of the arbitrator and any other joint expenses shall be borne by the party whose position is not upheld by the arbitrator's decision. In the case of a compromise decision, the arbitrator shall decide on the distribution of fees.

Section 12.5 The time limits may be extended by mutual agreement of the parties. In the absence of an agreed upon extension of the time limits the following sanctions shall apply:

- a. If the moving party fails to follow the time frame in progressing to the next step, the issue is forfeited.
- b. If the responding party fails to follow the time frame in responding to the moving party, the moving party has the option to move to the next step. "No response" shall be the same as "denying the grievance". Thus, the moving party must so notify the responding party of this action when taken and said notification must conform within the time limits set forth for progressing to the next step.

Section 12.6 The aggrieved employee and/or the shop steward shall be given full opportunity to investigate the grievance. Should the grievance proceed to Step 3 (Arbitration), each party will bear the salary costs of their own witnesses as follows:

- a. Employees participating in the preparation and conduct of an arbitration at the request of the Union will be paid through IT's regular payroll process for such attendance; IAM will reimburse IT for wages and 401(k) Employer contributions related to such attendance.
- b. IT will submit a monthly billing to IAM for reimbursements due to IT; billing to be itemized based on hours in attendance, wages, deferred contributions.
- c. The billing rate will be based on an employee's straight time wage rate.
- d. Employer contributions will be included in the billing rate; all other benefits such as accrual of vacation and sick leave, health, PERS, Medicare, and so on shall not be billed/reimbursed by the Union.

Section 12.7 Access to the Grievance Procedure. Notwithstanding the above terminology, either an employee or management shall have the opportunity to access this grievance procedure.

Section 12.8 In all cases, the grievant shall receive notification of the outcome of the employee's grievance. Should it become necessary for a broader publication of the resolution outcome, the parties agree to jointly release such publication, as appropriate.

Section 12.9 It is understood by the parties that confidentiality as to the specific facts and its processing must be maintained, and that any breach of confidentiality may jeopardize the effectiveness of this grievance procedure.

ARTICLE 13 - ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 14 - SAFETY

Section 14.1 Mutual Objective. It is the mutual objective of both parties of this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents, illness and injuries. All employees are required to report observed safety hazards and concerns immediately to their supervisor.

Section 14.2 Safety Committee. A member of the bargaining unit will be elected to the Employer's Safety Committee. The Safety Committee shall meet once every month and Safety Committee meetings shall be conducted on Employer's paid time. The duties of the Safety Committee will be to advise on matters relating to employee safety, review applicable safety laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken. Copies of the minutes will be posted on the Safety Board and on the shared directory. Maintenance Department will be notified as soon as possible in order to allow one bargaining unit member to accompany OSHA and WISHA on any walk-around inspection.

Section 14.3 Safety Training and Equipment. The Employer will provide safety training to all employees and furnish safety and personal protective equipment for all employees. It shall be mandatory for all employees to participate in any required safety training provided by the Employer and use safety and personal protective equipment when the Employer determines they are necessary.

Section 14.4 First Aid. The Employer shall establish and maintain an ongoing employee emergency first aid training program. At least one (1) employee per shift shall be required to maintain a valid first aid and CPR certificate.

ARTICLE 15 - REQUIREMENT OF MEDICAL EXAMINATION

It is understood by the Employer and the Union that physical examinations or tests conducted by the physician of the Employer's choice shall be required during the term of this Agreement. Safety and health of the employees and customers of Intercity Transit necessitate these requirements.

Section 15.1 Cost of Exams. The Employer shall pay the full cost for these medical or eye examinations if required. The Employer shall pay for any lost time associated with undergoing such medical examination. Employees shall receive copies of all medical reports from such required examinations.

Section 15.2 Employer Required Exams. Employer-required exams include drug and alcohol testing (random, post-accident, reasonable suspicion, and return to work agreements) and medical exams required by the Employer to determine if an employee can safely fulfill their job duties. Examinations which are *not* considered to be Employer-required include any physician report that is required as a condition of returning to work after a medical leave.

Section 15.3 Return to Work Exam. An employee returning to work following an injury that reduces their mobility when they return to work must provide a doctor's certification to return to work. The Employer may require a further examination to determine if the employee can safely fulfill their job duties. The Employer will pay any lost time and the cost of this required exam.

Section 15.4 Commercial Driver's License Examination. All Commercial Driver License (CDL) holders are required to undergo and successfully pass a DOT Medical Examination (for Commercial Driver Medical Certification) physical examination every two (2) years (or as deemed necessary by a certified medical examiner and DOT regulations) throughout employment. Employees are required to obtain medical examinations from a certified medical examiner listed on the National Registry.

The employee may choose to use either an Employer selected medical examiner or a personal medical examiner for the required examination. Examinations are scheduled on the employee's own time. A copy of the medical examiner's certificate, signed by the examiner, must be provided to Human Resources. The employee must carry the medical examiner's certificate on his/her person at all times while driving a commercial vehicle. Employees not in compliance are not allowed to drive.

Employer Physician: If the employee chooses the Employer selected medical examiner the cost of the examination will be billed directly to and paid by the Employer. The Employer selected medical examiner will retain a copy of the physical exam on file.

Employee Physician: Employees using their own medical examiner are eligible to receive reimbursement for the cost of the exam (to include required co-pay for the office visit) provided the employee submits satisfactory evidence of the costs he/she incurred. The maximum allowed reimbursement will be up to the same amount the Employer would have paid if the employee chose to use the Employer's medical examiner (lowest billing cost).

ARTICLE 16- HOURS OF WORK

Section 16.1 The parties recognize that under normal working conditions forty (40) hours equals a normal workweek. It may, however, be necessary to allow, by mutual consent, variations to the hours of work to allow for flexible scheduling.

Hours of Work. The normal work hours for Maintenance employees will be as scheduling dictates. Due to the nature of their work, certain Maintenance employees will have different schedules. Those schedules shall be determined by the Maintenance Manager and Maintenance Director or designee. The Employer retains the right to establish and alter work schedules in accordance with the public transportation needs, demand, Employer policies, and all regulations and requirements specified in the United States Fair Labor Standards Act. The Employer's determination in such matters shall be conclusive.

Section 16.2 An employee shall be deemed to be working in the following shift if the employee starts their shift within the following designated times. See Section 17.5 Shift Differential for rates of pay.

4:00 a.m.	to	11:59 a.m.	Days
12:00 p.m.	to	7:59 p.m.	Swing
8:00 p.m.	to	3:59 a.m.	Graveyard

Each shift shall include an unpaid thirty (30) minute lunch period. Upon approval of the Employer, variations of the shift to accommodate longer lunch periods may be permitted. Each employee shall be given a paid fifteen (15) minute rest period in each half of the shift to which the employee is assigned; the time of starting each such rest period to be designated by the Employer. Each employee who is assigned to work two (2) hours or more either before or after their scheduled shift shall be granted a fifteen (15) minute paid rest period at either the start or conclusion of their normal shift respectively.

ARTICLE 17 - RATES OF PAY AND CLASSIFICATIONS

Section 17.1 The classification and rates of pay of employees are set forth in Appendix A, attached hereto and made part of this Agreement.

Employees will receive their regular rate of pay for attendance at Employer required meetings and for attendance at Employer required or approved training sessions; provided however, no payment shall be made for "homework assignments" resulting from said training sessions.

The Employer will pay up-front registration and testing costs associated with ASE certification. The employee is required to submit a copy of the certification of completion to the Employer within thirty (30) days of receiving said notification. If the employee does not submit the required certificate, or if the employee fails any of the tests or does not take the tests, the employee will reimburse the Employer for the costs of the ASE tests including registration costs. Reimbursement will be made in the form of a personal check or will be deducted from the employee's paycheck, whichever the employee chooses. Payment must be made within 30 days of the employee's notification of his/her status. No employee will "lose time" while attending ASE tests. Testing outside the employee's regular scheduled shift will be done on the employee's own time.

Section 17.2 Overtime. All hours worked in excess of forty (40) in the work week shall be compensated at a rate of one and one-half (1-1/2) times the straight time hourly rate, plus any differential. The employee may elect to receive their entitlement as pay or as compensatory time (comp time) subject to paragraph "m" below.

For purposes of this Section, the use of any paid leave when an employee is off duty relating to vacation, comp time, observed holidays (except on an employee's regularly scheduled day off), military duty, or jury duty will be counted as hours worked for overtime computation. The use of any paid leave relating to sick leave will not be counted as hours worked for overtime purposes; the payment of an observed holiday, if it falls on an employee's regularly scheduled day off, shall not be counted as hours worked for overtime purposes. If an employee is on paid leave status and chooses to work or attend a meeting, they will not be paid for more than their normal scheduled work day. Paid leave will be adjusted to complement time spent working or in attendance at the meeting to equal their normal work day.

The Employer solely will determine the need for overtime and offer overtime accordingly. It is understood when the Employer determines a need for overtime exists a roster will be used to balance the offering of overtime within each classification and shift within 24 hours of each other. If an employee's overtime hours exceed a 24 hour difference from the next closest person, the person with the lowest hours will be offered the overtime first.

Employees not wanting to be asked for voluntary overtime may sign an overtime release form. Employees signing such a form will not be asked for voluntary overtime. This does not preclude any employee from mandatory overtime as described below:

- a. If all employees within the classification that overtime is offered decline the opportunity to work overtime, the Employer reserves the option to offer the overtime to any qualified employee(s) in the classification of their choice.
- b. Should no employee accept the offered overtime, it shall be assigned to qualified employee(s) in the inverse order of seniority within classification and shift on their day off or scheduled work day and that employee will be required to work unless the employee is not reasonably available. An employee is not reasonably available during a scheduled leave period or while in a sick status. New probationary employees will not be assigned mandatory overtime in inverse order of seniority for their first thirty (30) days.
- c. Distribution of overtime on observed holidays will occur as follows:
 - 1. A holiday overtime roster will be posted at least thirty (30) days prior to the observed holiday. Each employee will indicate on the holiday overtime roster whether they desire to work the observed holiday. Employees must sign up for the fourteen (14) days prior to the holiday to be considered for the overtime.
 - 2. For observed holidays, the Employer will determine the level of personnel shift coverage and times of the shifts and post this information on the holiday overtime roster. Employees will be offered a shift the length of their normal workday. Any variation in shifts will be made by mutual consent between the employee and the Employer.
- d. Overtime can be offered to an employee(s) for the purpose of working on "special assignments" regardless of total overtime hours earned. Special assignments are defined as jobs requiring special skills or knowledge to complete the task and will not be awarded to avoid offering overtime following the overtime roster.
- e. This method shall run on a calendar year basis (January 1 - December 31). At the end of each year, all balances will be "zeroed out."
- f. When mutually agreed upon between a supervisor and an employee, a shift can be flexed to cover a shift or partial shift. It will be the employee's option if they choose to flex the shift and work only the amount of hours in their normal shift or work the amount of hours of their normal shift and time flexed for overtime.
- g. Compensatory Time Off: Employees may take comp time hours off in lieu of overtime hours worked under the following conditions:
 - 1. Accrued comp time hours can be taken by the employee only upon supervisory approval as per Section 18.5 of this Agreement. Probationary employees are not eligible to accrue or use comp time during their six (6) month probationary period.
 - 2. Employees may earn comp time for overtime hours worked up to a maximum accrual of eighty (80) hours per calendar year. Employees may use up to a maximum of forty (40) hours comp time per calendar year.

3. Accrued comp time hours up to a maximum of eighty (80) hours may be carried over by the employee from year to year.
4. Employees, working in a lead or higher paid classification, electing compensatory time for extra hours worked will receive the additional ninety cents (\$0.90) per hour earned at the time of the accrual. Comp time hours banked will be paid at the employee's straight-time hourly rate of pay when the comp time is taken by the employee. Comp time hours may be taken in fifteen (15) minute increments. Upon separation of employment, any accrued comp time hours will be paid to the employee at the employee's straight-time hourly rate of pay.
5. Earned overtime hours to be taken as comp time must be reported by the employee on their pay sheet or pay record and verified by the supervisor.
6. Accrued comp time hours may be cashed out in eight (8) hour increments during the first full pay period in May and during the first full pay period in November of each year. The employee must make such request in writing on or before the last day of the pay period.

Section 17.3 Report Time. Except in cases of shutdown, other interference with operations beyond the control of the Employer or disciplinary suspensions of affected employees, all employees reporting to their work schedule as instructed on their regular shift shall be entitled to their full shift pay.

Employees are to be on time and ready to start work, including being in their work clothing prior to the start of their work shift.

Section 17.4 Call Back to Work Pay. Call back is defined as anytime the Employer requires employees to return to work on an unscheduled basis to perform work after they have completed their regular shift and left the facility. Call in is defined as anytime the Employer requires an employee to work when an employee has not yet started their regular scheduled shift on the call in day and the work is not connected to the employee's regular work shift.

- a. If called back or called in to work, employees are required to come in to work. Mandatory attendance at a meeting is considered a call back or call in; whereas voluntary regularly scheduled shop and/or committee meetings are not. Employees working prior to a start or continuation of a shift will receive pay for the actual time worked.
- b. An employee called back or called in to work shall be guaranteed two (2) hours work, during which time the Employer may provide and require two (2) hours work of the employee. The employee will receive at a minimum two (2) hours pay at a rate of one and one-half (1 and 1/2) times their straight time hourly rate starting at the time the employee arrives at the work place or a minimum of three (3) hours straight time pay for each incident shall be paid.
- c. The same conditions listed above apply for call back or call in on an observed holiday.
- d. No one shall be required to be placed on standby for the life of this Agreement.

Section 17.5 Shift Differential. An employee assigned to swing shift shall receive a shift differential of sixty-five cents (\$.65) per hour while assigned. An employee assigned to graveyard shall receive a shift differential of eighty-five cents (\$.85) per hour while assigned. Shift differential will be applied to all paid leaves with the exception of paid leaves, excluding WPSL, used due to personal injury or illness of the employee or the employee's eligible dependents.

Section 17.6 Temporary Assignments. It is solely a management right to determine when and if an employee shall be assigned to work as a lead or in a higher classification; this Section creates no obligation for any such designations to be made. However, in the event an employee is temporarily assigned by Management or a designee to work as a lead, in a higher paid classification, or to train other employees, the following conditions shall apply:

- a. Employees assigned to temporarily work as a lead for a minimum of two (2) consecutive hours or more per incident shall receive their mechanic straight time hourly wage rate plus an additional ninety cents (\$0.90) per hour.
- b. Employees, assigned to temporarily work in a higher paid classification other than a lead position, shall receive their straight time hourly wage rate plus an additional ninety cents (\$0.90) per hour.
- c. Employees, other than leads, assigned to provide training to other employees in a classroom like setting shall be compensated at the rate of pay of fifty cents (\$0.50) per hour for all hours assigned to train. This Section does not apply to any side-by-side training that occurs on the shop floor within the context of sharing knowledge and techniques with each other or instructing apprentices.
- d. In no event shall an employee, while working in a lower paid classification, receive less than his/her straight time hourly rate of pay.
- h. Employees, working as a lead or in a higher paid classification, electing compensatory time for extra hours worked will be paid the additional ninety cents (\$0.90) per hour during the pay period in which the hours were worked.

Section 17.7 Apprentice Rates. Rates of pay for apprentices shall be as set forth in Appendix A.

Section 17.8 New Classifications. In the event that a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten (10) days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay. Any change in the established rate of a new job classification resulting from negotiations shall be retroactive to the date the rate was placed in effect by the Employer.

Section 17.9 ASE Premium Pay. Technicians who successfully pass the required ASE certification tests will receive an additional \$1.00 per hour pay, and will provide shop leadership coverage (serve as Lead Technician) with no additional pay.

Employees are responsible to keep certification current. Employees will lose the premium pay if certifications are not current. Probationary employees are not eligible for the ASE premium pay until probation period is completed.

Coach Technicians must pass:

- H2 – Diesel Engines
- H3 – Drive Train
- H4 – Brakes
- H5 – Suspension and Steering
- H6 – Electrical/Electronic Systems
- H7 – Heating Ventilation and Air Conditioning
- H8 – Preventative Maintenance and Inspection

Auto Technicians must pass:

- A1 – Engine Repair
- A2 – Automatic Transmission/Transaxle
- A3 – Manual Drive Train and Axles
- A4 – Suspension and Steering
- A5 – Brakes
- A6 – Electrical/Electronic Systems
- A7 – Heating and Air Conditioning
- A8 – Engine Performance
- A9 – Light Vehicle Diesel Engines

ARTICLE 18--PAID AND UNPAID LEAVES

Section 18.1 Leave Accruals. Employees are eligible to accrue paid leave benefits if they work (or in paid leave status) one half (1/2) or more of a pay period. Employees who work (or in paid leave status) less than one half (1/2) of a pay period shall receive prorated leave benefits; the proration will be based on the number of hours paid. Leave benefits accrued from the current pay period are available to the employee at the start of the following pay period (applies to all accrued leaves). An employee who exhausts their paid leave will be credited with any newly accumulated leave time upon their return to work, or at their separation of employment if the employee does not return to work. Leave benefits shall not accrue during full calendar month leaves of absences without pay.

Section 18.2 Weather Conditions. Employees are expected to be at their jobs regardless of weather conditions. During extreme weather conditions, employees who are unavoidably absent due to weather conditions may request the use of paid vacation leave or comp time. Paid leave requests are subject to approval of the employee's supervisor, manager, or department director. In such event, an employee is expected to make contact with their supervisor as soon as reasonably possible, ordinarily in accordance with the department's established call-in/reporting procedures.

Section 18.3 Observed Holidays. All eligible employees shall be granted six (6) observed holidays. The following holidays shall be observed by Intercity Transit the Employer: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- a. Dates of Holidays: Whenever possible, dates of these holidays will be so designated as proclaimed and celebrated by the State of Washington. However, management reserves the right to designate the date of observance of these holidays on an annual basis based on required level of service. Employees working a graveyard shift will observe the holiday on the day their shift ends.
- b. Eligibility for Pay: Eligible employees will receive holiday pay for their normally scheduled work hours on observed holidays, up to a maximum of eight (8) hours per holiday. To be eligible for observed holiday pay, employees must be in a full paid status on the employee's regularly scheduled workday both prior to and following the holiday. An employee may supplement two (2) hours of accrued paid leave (vacation, or comp time) in cases of ten (10) hour work shifts. Requests to supplement leave must be made prior to the holiday.

Probationary employees are eligible for observed holiday pay. Temporary employees are not eligible for observed holiday pay.

- c. Required to Work: If an employee is required to work on the observed holiday, the employee shall receive eight (8) hours holiday pay plus one and one-half (1 1/2) their straight time hourly rate for each hour worked on such holiday.

- d. Scheduled Day Off: When an observed holiday falls on an employee's regularly scheduled day off, the employee may opt to receive eight (8) hours vacation time or to receive eight (8) hours holiday pay in addition to their regular pay for that week. Probationary employees are only eligible to receive paid holiday pay; they are not eligible for vacation time while still on probation.
- e. Observance of Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the observed holiday schedule, the employee may request the day off using paid leave (vacation leave, or comp time). Requests require supervisory approval.

Section 18.4 Floating Holidays. Intercity Transit employees work many traditional holidays. In lieu of these holidays, each "eligible employee" will receive five floating holidays each year. These will be awarded by adding up to forty vacation hours to each employee's accumulated vacation hours on January 1 of each year.

Employees, who are not active for duty on January 1 and who return to work after January 15 and remain in paid status, shall receive accrued floating holidays in the form of vacation hours on their date of return to work based on the following schedule:

Returning to work January 16-April 1	<i>32 hours</i>
Returning to work April 2-July 1	<i>24 hours</i>
Returning to work July 2-October 1	<i>16 hours</i>

Employees hired after January 1 shall receive one floating holiday (8 hours vacation time) at the start of his/her introductory period and will accrue vacation hours in lieu of floating holiday time according to the following schedule:

April 1	<i>24 hours</i>
July 1	<i>16 hours</i>
October 1	<i>8 hours</i>

Section 18.5 Annual Vacations. Employees accrue vacation credit on a biweekly basis for each full bi-week (fourteen (14) continuous calendar days) of service in which the employee is in a paid status. Vacation credit will be prorated for any bi-week in which the employee is on an unpaid leave of absence or disciplinary suspension, based on the number of paid hours received.

Employees who are assigned to work forty (40) hours or more per week will accrue paid vacation credit in accordance with the vacation accrual schedule listed below. Employees scheduled to work three-quarter time (equates to 30-39 hours per week) will accrue paid vacation credits at a rate equivalent to three-fourths the full-time rate per month. Employees scheduled to work half-time (20-29 hours per week) will accrue vacation leave credit at the rate equivalent to one-half the full-time rate per month. Employees scheduled to work less than twenty (20) hours per week are not entitled to accrue vacation leave credit.

VACATION ACCRUAL HOURS AND DAYS SCHEDULE

START OF SERVICE YEAR	PREVIOUS (effective 1/1/15)	PREVIOUS (effective 1/1/15)		EFFECTIVE 1/1/17	EFFECTIVE 1/1/17
	ANNUAL HOURS	ANNUAL DAYS		ANNUAL HOURS	ANNUAL DAYS
1	96	12		<u>112</u>	<u>14</u>
2	104	13		<u>120</u>	<u>15</u>
3, 4	112	14		<u>128</u>	<u>16</u>
5	120	15		<u>136</u>	<u>17</u>
6, 7	128	16		<u>144</u>	<u>18</u>
8, 9	136	17		<u>152</u>	<u>19</u>
10	144	18		<u>152</u>	<u>19</u>
11, 12	152	19		<u>160</u>	<u>20</u>
13, 14, 15, 16	160	20		<u>168</u>	<u>21</u>
17, 18	168	21		<u>176</u>	<u>22</u>
19	176	22		<u>184</u>	<u>23</u>
20, 21, 22, 23, 24, 25	184	23		<u>192</u>	<u>24</u>
26 or more	192	24		<u>200</u>	<u>25</u>

- a. Eligibility: Vacation accrued during an employee's probationary period shall not be credited until the employee has completed their probationary period. Probationary employees are not eligible to take vacation leave during their introductory period (exception see Article 23). Temporary employees are not eligible to accrue vacation leave.

- b. Requests for Vacation: An employee may request and use vacation with pay at the rate in effect for each day of vacation period, including shift differential, subject to the following conditions:
1. The Employer shall have the right to establish a vacation schedule determining the number of employees allowed vacation on given dates.
 2. The vacation year shall be defined as a twelve (12) month period beginning April 1st and ending the following March 31st.
 3. Seniority within class shall prevail for any requests received prior to March 15th for dates in the following vacation year.
 4. For requests received after March 15th, first come, first serve shall prevail. In the event two or more requests are received on the same day for the same available dates, seniority as defined in 3. above shall then prevail.
 5. Requests made within seven (7) days of the requested day off will be covered with voluntary overtime or the request will be denied.
 6. When possible, every effort shall be made to accommodate vacation requests beyond those parameters. When not possible, reasoning will be provided to the employee.
- c. Carryover of Unused Vacation: Vacation leave may accrue from year to year with a maximum accrual limit of three hundred and sixty (360) hours on the employee's vacation accrual anniversary date. Effective on the employee's vacation accrual anniversary date, the employee shall forfeit any vacation leave in excess of the three hundred and sixty (360) hour maximum accrual limit allowed. Payment for vacation time in excess of the three hundred and sixty (360) hour maximum accrual limit will be permitted only in those cases where the Employer has canceled an already approved request to use such vacation leave; said payment is subject to the approval of the Director of Maintenance.
- d. The Employer and the employees shall cooperate to the fullest extent possible to allow all employees the opportunity to schedule their vacations.
- e. Pay Upon Termination: Upon termination of employment for any reason, an employee will be paid at the employee's straight time hourly rate of pay, exclusive of shift differential, for accrued but unused vacation credits.
- f. Vacation Week: An employee who takes off 5 consecutive days will not be subject to mandatory call-in for duty on their regular days off that are immediately prior to or after the five days of vacation leave.

Section 18.6

a. WASHINGTON PAID SICK LEAVE (WPSL)

Effective January 1, 2018, to facilitate compliance with Washington's new paid sick leave law, Intercity Transit and IAM agree to maintain two separate sick leave banks for eligible employees: (1) a Washington Paid Sick Leave (WPSL) bank, that complies with the terms

of the new law; and (2) a standard sick leave bank, based on existing language from this Agreement.

Current accrual rates will not change, but sick leave accruals will be divided into the two banks in a manner ensuring each employee will accrue WPSL at the minimum rate required by law, which is 1 hour of WPSL per 40 hours worked. Full-time employees will continue to accrue a total of 8 hours per month. If a full-time employee worked 160 hours in a month, 4 hours of paid sick leave would go into his/her WPSL bank (160 hours divided by 40 hours = 4 hours WPSL). The remaining 4 hours would go into the standard sick leave bank. Where the employee worked 120 hours during a month, 3 hours of paid sick leave would be placed in his/her WPSL bank (120 hours divided by 40 hours = 3 hours WPSL) and 5 hours would be placed in his/her standard sick leave bank. Proceeding in this manner ensures employees continue to accrue leave at the same historical rate.

1. The Employer and Union intend to comply with the minimum requirements of Washington's Paid Sick Leave Law, RCW 49.46.210 and WAC 296-128-600 through WAC 296-128-770. During the term of this Agreement, should any section of this Agreement related to WPSL be deemed unlawful, the Agreement shall be reopened solely for purposes of bargaining that section.
2. Accrual – Employees earn 1 hour of WPSL for every 40 hours worked. "Hours worked" means actual working time, not paid or unpaid leave. There is no limit on the number of WPSL hours that may be earned. Newly-hired employees begin accruing WPSL immediately upon hire, without any waiting period imposed on using the leave. WPSL applies to all employees, including all full-time and part-time employees.
3. Usage – WPSL may be used in increments of fifteen (15) minutes 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 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.

4. Notification – For planned absences, employees shall provide the Employer with ten (10) days' notice of the need for leave. Should this not be possible, an employee shall provide the Employer notice consistent with current call-in procedures, or as soon as possible before the start of the regular work shift, or as soon as possible thereafter in the event of an emergency.
5. Verification – For absences exceeding three (3) working days, the Employer may require an employee to provide medical 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.
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 used since the last notice; and (3) the available WPSL balance.
7. Carryover – Employees may carryover 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 (as provided in subsection (a) below), provided the employee qualifies for standard sick leave and is below the 960 hour sick leave accrual cap.

Example: On December 31, 2018, an employee ends the year with 60 hours of unused WPSL and 100 hours of sick leave. The employee is permitted to carryover 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, 2019 the employee starts the year with 40 hours of unused WPSL and 120 hours of sick leave.

8. Cash-Out – Unused WPSL may be cashed out based on the terms stated in Section 18.8.
9. 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, if supported by just cause established by the Employer. The list of authorized purposes is stated above.
10. Leave Usage Priority – An employee needing sick leave shall first draw from the employee's accrued WPSL bank, unless otherwise required by law. Once an employee exhausts accrued WPSL, the employee will then draw from his/her accrued sick leave bank (as provided in subsection (b) below). Once an employee exhausts both WPSL and sick leave banks, the employee will draw from accrued vacation, and then finally move to unpaid leave status (subject to the terms of this Agreement discussing unpaid leave).

b. STANDARD SICK LEAVE

Accrual of Sick Standard Leave: Effective January 1, 2018, existing sick leave balances shall be maintained in their banks and covered by this section of the Agreement.

Employees covered by this Agreement shall accrue sick leave at a rate ensuring their total leave accrual (both WPSL and standard sick leave) totals up to twelve (12) days per year, credited on a pay period basis.

Example: A full-time employee works 160 hours during the month. The employee would receive 4 hours of WPSL (1 hour per 40 hours worked). An additional 4 hours of leave would be deposited into the employee's sick leave bank. The total leave accrual for that month equals 8 hours.

Employees must be in a full paid status in order to earn standard sick leave credits. Sick leave credits will be prorated for any pay period in which the employee is on an unpaid leave of absence or disciplinary suspension, based on the number of regularly scheduled paid hours received by the employee for the pay period. Sick leave shall accumulate from year to year not to exceed a cap of nine hundred sixty (960) hours. Any WPSL, that is converted and transferred to an employee's sick leave bank under the terms of the above section counts toward the 960 hour maximum. In accordance with Section 18.8, employees may be eligible to cash out a portion of their accrued sick leave at the time of employment separation.

Temporary and employees scheduled to work less than twenty (20) hours per week are not entitled to accrue paid standard sick leave credits.

1. Rate of Pay: Sick leave shall be paid at the employee's straight time hourly rate of pay, exclusive of shift differential. An employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work. In all cases, accrued sick leave will be paid only for the period of actual disability. After all accrued sick leave is exhausted, vacation leave and compensatory time, in that order and exclusive of shift differential, will be used for absences due to illness. Once all paid leave is exhausted, the employee will be placed on a medical leave of absence without pay.

Absence for part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than fifteen (15) minutes. Holidays and other regular days off shall not be charged against sick leave.

2. Sick Leave Eligibility: Each employee shall be eligible to use earned sick leave credits only in the event the employee is wholly or partially incapacitated by actual disability or illness on days taken as sick leave (or as otherwise provided in following subsection) and the employee notifies their supervisor at least one hour before the start of their shift so as to allow for scheduling for replacement personnel.

Sick leave is provided to protect an employee in case of illness or disability. Use of sick leave for other purposes and/or abuse of sick leave shall be the basis for disciplinary action up to and including termination. Employees are expected to be at work on a regular basis.

3. Sick Leave Use:

- a. Sick leave with pay shall be granted for the following reasons:

- 1) Personal illness or physical incapacity,
- 2) Enforced quarantine of the employee by a physician,
- 3) Illnesses within the immediate family (father, mother, spouse, children (19 years of age or younger or of any age who is incapable of self-support), mother-in-law, father-in-law, grandparents, domestic partner, domestic partner's children, domestic partner's parents, Designated Other, or any person considered in loco parentis),
- 4) Medical or dental treatment for the employee or within the immediate family of the employee, as defined above, requiring the employee's presence,
- 5) Leave for self or qualifying family members in accordance with RCW 49.76 for victims of domestic violence, sexual assault, or stalking.

If leave is taken for the purposes defined in 3) above, the employee may charge this time to vacation, compensatory time, or sick leave. For all other authorized use of leave as defined above, the employee's sick leave accruals will be charged.

- b. In the event of the death of an employee's lawful spouse or designated other (as defined above), or the employee or spouse's father, mother, brother, sister, child, grandparent, grandchild, aunt, or uncle, the employee shall be granted bereavement leave with pay for a maximum of three (3) workdays; provided the employee has sufficient accrued sick leave, vacation leave, or comp time to cover the employee's absence. Such leave will be charged against the employee's accrued leave hours as the employee elects. Additional time may be requested by the employee, but is subject to the approval of the supervisor. Family member terms apply equally to natural, step, foster or adoptive family relationships. Verification of death may be required by the Employer. Such verification may be in the form of a published funeral notice, obituary, or death certificate.

For payroll purposes, the use of paid sick leave hours for bereavement leave reasons will not be counted as hours worked for overtime base calculation. The use of paid vacation leave for bereavement leave reasons will be counted as hours worked for overtime base calculation. The use of paid leave hours for bereavement purposes will not require a doctor's certification.

- c. In addition to the above, an employee is eligible to request time-off under Washington State's family leave laws or the Federal Family Medical Leave Act (FMLA) for employee, child or family member related care purposes. Written notice of intent to take family leave must be provided to the Employer thirty (30) days before the anticipated first day of the leave, unless an emergency exists.
4. Approval of Standard Sick Leave Usage: Standard sick leave shall be granted and approved by the Maintenance Manager or his designee for any disability or illness.

Employees will avoid the use of sick leave that creates a pattern of extending weekends, holidays, vacation, or comp time.

- c. Industrial Injury: Employees injured on the job shall report such injury immediately to their immediate supervisor, or as soon as reasonably possible, upon discovery. An employee who leaves work and seeks medical care because of incapacity due to industrial injury will

be paid their full shift pay at their straight time hourly rate of pay for the day on which the injury occurs only. A doctor's certificate is required.

Intercity Transit will provide Workers Compensation Insurance in accordance with State statutory requirements. If an employee is absent due to illness or injury for which they are receiving payment from a Worker Compensation Insurance, the employee may elect to also use accrued WPSL/sick leave hours together with payment from the State.

The employee is required to notify the Employer if the employee elects to use accrued WPSL/sick leave to supplement their earnings and elect the percentage of hours to be used. Use of any paid WPSL/sick leave for an on the job injury will be calculated on a retroactive basis back to the first day in which the employee was off work due to the injury or illness. The employee's available WPSL/sick leave hours will be used until exhausted unless the employee opts to stop the WPSL/sick leave usage. After the initial designation the employee may request such compensation be started or terminated at any time, but such request shall only be made once per injury.

Upon exhaustion of accrued WPSL/sick leave, the employee may elect to use, in the same manner as defined above, other accrued leave hours (vacation leave) retroactive to date of exhaustion of WPSL/sick leave. Such available leave hours will be used until exhausted. The employee may request such compensation to be started or terminated at any time, but such request shall only be made once per injury. Vacation leave hours are not subject to buyback.

Upon return to work from a worker's compensation leave period, an employee may buy back WPSL/sick leave hours. The employee may elect to purchase back all or a portion of the WPSL/sick leave hours used and paid to the employee during the employee's disability period. The employee must notify the Employer of their intent to buy back WPSL/sick leave hours; such notification must be made to the Employer within fourteen (14) days from the date upon which the employee returns to work from the disability. The employee shall make payment to the Employer in the manner prescribed by the Employer for such leave hours. Once the employee has made payment to the Employer for the total amount due based on the number of hours the employee has elected to buy back, the employee's leave hours will be added back to the employee's accrual records.

- d. Transitional Work Assignment: Employees who experience an on-the-job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification will accept transitional work assignments if offered by the Employer. Employees who experience an off-the-job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the Employer.
 - 1. Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. Such assignments may be: part-time or full-time, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or part-time or full-time in another capacity.
 - 2. Employees assigned to transitional work assignments will receive their straight time hourly rate of pay for their regular job classification for the number of hours worked in

the transitional work assignment.

3. Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. Due to conditions associated with the operation of the Agency, a transitional work assignment may be terminated at any time by the Employer.
4. For employees with non-job-related injuries/illnesses, assignment to transitional work may be ended in order to provide transitional work assignment to an employee injured on-the-job.
5. If an employee has received clearance from their medical provider to work a transitional work assignment and then refuses to work the transitional work assignment, the employee will not be eligible for worker's compensation benefits or paid leave benefits.
6. The Union and the Employer will meet to resolve any issues that may arise in the implementation of transitional work assignments.

Section 18.7 Medical Leave. An employee unable to work due to a disability shall be granted a medical leave of absence effective the first day of absence from work, provided the employee makes written claim of such illness or injury on forms provided by the Employer. The form shall contain the first date of disability, the nature of the disability, anticipated date of return to work and the signature of the attending physician.

When an employee is off due to extended illness or injury other than job-related, the employee shall first utilize accrued WPSL and sick leave, vacation leave, and comp time. During this time, while on paid leave, the employee shall continue to earn paid leaves and receive benefits under this Agreement. Upon exhaustion of paid leave, the employee shall be placed on a Leave Without Pay status. Whether on paid or unpaid status, the employee's leave period shall not exceed twelve (12) months from the first day off due to such non-on-the-job illness or injury. For on-the-job injury situations, the employee shall be entitled to have an eighteen (18) month leave period from the first day off due to the on-the-job illness or injury. Upon completion of the twelve (12) months or the eighteen (18) months, the employee's rights, benefits and employment shall cease.

An employee shall notify the Maintenance Manager or designee as far in advance as possible. In cases of planned absence such as those resulting from scheduled surgery or childbirth, the employee will provide a certificate from the employee's physician indicating the employee is physically capable of performing the employee's normal assigned tasks prior to returning to work from the absence.

An employee on medical leave for longer than thirty (30) days shall provide the Maintenance Manager with a monthly written status report from the employee's attending physician.

Return from Medical Leave. An employee on Medical Leave less than thirty-one (31) days but more than fourteen (14) days shall return to work by notifying the Manager or designee of the employee's intention one (1) full workday prior to returning to work. An employee on Medical Leave for more than thirty (30) days shall return to work within seven (7) days of notifying the Maintenance Manager of their intention to return to work. Upon return to work, the Employer

shall require the employee to provide a written statement from the attending physician certifying the fitness of the employee.

Section 18.8 WPSL/Sick Leave Cash Out/Trade Policy.

- a. Cash Out at Separation of Employment Retirement: This subsection applies to both WPSL and standard sick leave. Upon separation of employment or retirement, under non-disciplinary circumstances and with completion of at least five (5) years of employment with the Employer, each employee shall be paid for all accumulated WPSL and sick leave, combined together, at the following rate:

Hours of Accrued WPSL and Sick Leave	Cash out Rate
0 to 400	1 to 5 for hours 1 to 400
401 to 600	1 to 4 for hours 1 to 600
601 to 1,000	1 to 3 for hours 1 to 1,000

The parties agree that employees who work up to their lay off date and who then are officially laid off will be eligible to cash out their accrued/available WPSL and sick leave. If the employee is recalled to their job during their 18 month recall period, the employee may buy back all of the accrued WPSL/sick leave hours they had available at the time of their layoff, provided the employee pays back the money they received for the cashed out hours. Employees may not buy back just a portion of their WPSL or sick leave hours. In a recall scenario, the employee must buy back all of the hours cashed out within the first sixty (60) days of their reemployment.

- b. Sick Leave Trade: Employees who have accrued in excess of four hundred (400) hours of sick leave may annually in June exercise one of the following options for hours in excess of four hundred (400):

Trade four (4) hour increments of sick leave for one (1) hour of vacation;
Continue to accrue sick leave; or
Trade four (4) hour increments of sick leave for one (1) hour of pay.

Employees will be allowed to trade up to ninety-six (96) hours of sick leave each year.

- c. All pay for sick leave cash out or trade shall be at the employee's regular straight-time hourly rate of pay at the time of the cash out or trade. Payment for sick leave hours cashed out will be included in the employee's final paycheck.
- d. WPSL may not be traded.

Section 18.9 Jury Duty Leave. An employee shall continue to receive their regular wages for any period of required service as a juror. A copy of the court notification for required jury duty must be provided to the employee's supervisor fourteen (14) days prior to the commencement of the jury duty.

If an employee is scheduled to perform jury duty outside their normally scheduled shift the employee may make arrangements to flex their shift if approved by the supervisor.

If an employee is not required to perform jury duty that consists of the employee's regularly

scheduled work hours, he/she will be required to work the remaining hours on their assigned shift. An employee may make arrangements to take vacation, personal holiday, or comp time in lieu of working in accordance with Section 18.5. Travel time to and from jury duty is not paid time. Any funds received by the employee from the court for jury duty may be kept by the employee.

Section 18.10 Military Leave. Military Leave shall be provided in accordance with the Uniformed Services Employment and Reemployment rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner.

Section 18.11 Other Non-Medical Leaves. The Employer may, at its discretion, also grant leaves of absence with or without pay for other reasons the Employer considers valid such as for education purposes or personal non-medical related problems. Staffing and work requirements will be a consideration prior to the granting of any such leaves. Requests for leaves must be made in writing to the Maintenance Manager and Director of Maintenance. Non-medical leaves shall not exceed a period of twelve (12) months from the first day of the approved leave. Unpaid time off shall not be granted unless the employee has used all available and accrued paid leaves (vacation leave and comp time).

At termination of any leave of absence, the employee shall, upon application to the Manager and Director of Maintenance, be returned to their former classification or previously held classifications to which the employee's seniority entitles the employee to hold. In the event the former classification has been abolished, then the employee will be assigned to an equivalent or lower related classification, if available and seniority permitting. In each case, the employee will receive the prevailing rate of pay for the classification to which the employee has been assigned. If the employee's seniority is insufficient to be returned, the employee shall be considered laid off per the provisions of Article 22.

Section 18.12 Shared Leave Policy. Employees may participate in the Shared Leave Policy adopted by the Employer per POHR 3501. This policy allows eligible employees to donate a portion of their accrued vacation leave to other eligible employees who are in need of assistance owing to serious illness or injury.

ARTICLE 19 PERSONNEL BENEFITS

Section 19.1 Health Care Insurance.

Plan and Contribution Rates: The Employer provides health care insurance to all eligible employees. Employer and employee monthly contribution rates are determined by the Employer based on the guidelines established for State employees by the Washington State Health Care Authority. Employees are required to pay, through payroll deduction, the employee share of the monthly contribution premium.

Type of Coverage: Coverage begins on the first day of the month following start of employment. Benefits consist of routine medical care, hospitalization, drugs, major medical expenses, dental care, basic life insurance and basic long-term disability insurance as long as available as an employer option to Intercity Transit through the Washington State Health Care Authority. Specific types of coverage, employee/dependent eligibility definitions and benefit payment schedules are described in Intercity Transit's health care plan booklets available to eligible employees through Human Resources.

Self-Pay Due to Leave of Absence: Health care coverage is available to an employee on unpaid leave of absence provided the employee continues to pay for the coverage on a self-pay basis.

COBRA Due to Separation of Service: Upon separation from Intercity Transit employment or other qualifying event, an employee and/or the employee's eligible dependents may elect to continue health benefits at their own expense to the extent provided by law.

Legislation: In the event Federal and/or State legislation is enacted which affects the existing health care provisions, the parties shall meet to bargain over the impact of such legislation.

Section 19.2 State Pension (PERS). The employee and Employer shall be participants of the Washington Public Employees Retirement System (PERS) and subject to the rules and regulations of Washington State Law. Retirement information shall be provided by the Employer at the request of the employees.

Section 19.3 Deferred Compensation Plan. The Employer will contribute 7.65 percent (0.0765) of total wages for those employees hired on or before March 31, 1986, and for those employees hired on or after April 1, 1986, the Employer will contribute 6.20 percent (0.0620) of total wages to a deferred compensation plan of the member's choice, as established by the Employer under Section 457 or 401(k) of the Internal Revenue Code, for each participating employee on a per pay period basis.

The employees shall be covered by this deferred compensation plan unless the Employer is required to contribute additional FICA (Federal Insurance Contributions Act) employee contribution matches. It is agreed that these amounts will offset the Employer's contributions as defined above.

The provisions of this section shall only apply to an employee electing to make contributions to the same deferred compensation plan in an amount equal to, or more than, the Employer's

contribution as defined above. The Employer shall have no obligation to contribute to the deferred compensation plan for employees who fail to contribute to the plan, or for those employees who choose to contribute less than the established Employer contribution amount as defined above.

A member of the bargaining unit may be nominated by the Union to serve on the Employer's Pension Committee.

Section 19.4 Tuition Reimbursement. The Employer shall establish an account from which employees will be eligible to be reimbursed for educational courses and course-related fees under the following conditions:

- a. The employee has made application for, and received written approval from the Maintenance Director for each course prior to the taking of the course. Employees who have been suspended within the past twelve (12) months are not eligible to apply for tuition benefits.
- b. The employee submits satisfactory completion of the course. In terms of an academic grade a "C" or better shall meet this requirement.
- c. Funds for the course are available in the tuition account.
- d. The course is related either directly or indirectly to the employee's position.
- e. This account shall be funded by the Employer in the amount of \$2,000.00 per year.

Section 19.5 Employee Assistance Program. All employees will be eligible to participate in the Employer sponsored Employee Assistance Program.

Section 19.6 Transportation Passes. Free transportation passes shall be provided to all active employees and their dependents. For purposes of this section, dependents shall be defined as the employee's spouse or children (child must be nineteen [19] years of age or under). The term child applies equally to natural, step, adoptive or custodial family relationships. Transportation passes will also be provided to all retired employees and their spouses who leave Intercity Transit and have reached the age of 62 and have at least 5 years of service OR any age and at least 20 years of service, with no requirement to "retire." The passes will be honored on all of the Employer's regularly scheduled buses and vans.

Section 19.7 Employer Sponsored Events or Programs. Employees are eligible to receive prizes, awards, incentives and compensation as the Employer may deem appropriate for their participation in Employer sponsored events or programs.

Section 19.8 Human Resources Rules. Contract language shall supersede whenever in conflict with any provisions of the Human Resources Rules. Notwithstanding the above, however, the Union agrees that the Employer shall maintain the right to make changes to any provision in the Human Resources Rules at any time without negotiating said change with the Union provided that said change applies across-the-board to all Intercity Transit employees.

ARTICLE 20 - PERSONAL TOOLS AND WORK CLOTHES

Section 20.1 Personal Tool Allowance. The Employer will provide an annual tool allowance to all Mechanics required to provide personal tools as part of their duties of employment in the amount of \$500.00 per year, payable semiannually (\$250.00 paid the last full pay period in June and \$250.00 paid the last full pay period in December). The Employer will provide an annual tool allowance to all Support Specialists required to provide personal tools as part of their duties of employment in the amount of \$250.00 per year, payable semiannually (\$125.00 paid the last full pay period in June and \$125.00 paid the last full pay period in December).

- a. Eligibility: In order to be eligible for the full tool allowance, employees must be full-time employees who have successfully completed their probationary period and are in an active paid status for each full six month period. If an employee is not in an active paid status for the entire six month period, benefits shall be prorated for that portion of the six months actually spent in an active paid status; if the employee is on an unpaid status at the time the tool allowance is due, he shall be paid such prorated benefits upon return to active paid status. New employees shall be considered eligible for a tool allowance after completion of their probationary period; tool allowance benefits shall be prorated from the date of initial eligibility. The allowance will be paid through the payroll process. The amount will be considered part of gross earnings and is subject to all withholdings and required deductions.
- b. Tool Inventory/Insurance: The Employer will provide insurance coverage based on replacement value for job related tools in the event of loss or damage due to fire, theft or other catastrophic loss. As a condition of this insurance, each employee is required to provide and maintain an accurate inventory of all tools kept on Intercity Transit property. It is solely each employee's responsibility to provide the Employer with an accurate tool inventory. Each individual is responsible for updating their inventory whenever additional tools are acquired. This list will be reviewed and signed by the employee's supervisor. If a loss occurs, only those tools listed on a signed tool inventory will be replaced.
- c. Repair of Tools: Employees are responsible for all costs associated with the repair or replacement of their own tools.
- d. Special Tools: All special and heavy-duty tools, power tools and tools larger than one-half inch (1/2") drive shall be furnished and maintained by the Employer.

Section 20.2 Safety Shoes. Employees, as required by classification and work shift, will receive \$150.00 per year for the purchase of protective-toed safety shoes or protective oil resistant soled safety shoes. Employees will receive a Safety Shoe Allowance in the first full pay period of each year of the current labor agreement in the amount of \$150.00. New employees will receive an amount pro-rated based on the remaining portion of the calendar year on the first full pay period following their first day of employment.

Section 20.3 Work Clothes. The Employer shall continue to provide work clothing and foul weather gear as currently provided.

ARTICLE 21 - SENIORITY

Section 21.1 Definition of Seniority. For purpose of this Article, seniority shall be used for determining retention of position (after completion of probation period), selection of shift assignments and vacation scheduling. Seniority shall be defined as the length of continuous time of service with the Employer within classifications covered by this Agreement plus the provisions of Section 21.2 and 21.3 listed below. If two or more employees are hired on the same day, seniority preference will first be given to the bargaining unit member and then assigned by date of application.

Seniority as calculated herein shall not be used in determining benefit eligibility/accrual and step adjustments (see applicable articles).

Section 21.2 Effect of Probation on Seniority. If an employee is laid off during his probationary period and subsequently rehired, any seniority accumulated during the twelve (12) months immediately preceding his rehire date shall be counted toward his probationary period.

Section 21.3 Additional Accumulation. Seniority shall include in addition to length of continuous time of service defined in Section 21.1 above:

- a. The time lost by reason of industrial injury, industrial illness or jury duty.
- b. The time spent on authorized medical leave of absences, parental and family leaves.
- c. The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States.
- d. The time spent on authorized Union business or on leave of absence for Union business.
- e. The first thirty (30) days of any other authorized leave of absence.
- f. The time on layoff from the bargaining unit not to exceed in each instance a period of eighteen (18) months.

Section 21.4 Loss of Seniority. An individual shall lose seniority rights for the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Retirement.
- d. Layoff for a period of eighteen (18) months.
- e. Declining recall from layoff subject to the terms of Article 22.

- f. Prolonged disability other than those covered by Industrial Insurance claims for longer than one (1) year.
- g. Prolonged disability due to an industrial injury longer than eighteen (18) months.

Section 21.5 Apprenticeship Program. An Apprentice shall gain seniority in the mechanic classification from their first day of work in the Apprenticeship Program. For the purpose of shift selection, Article 27 Shift Bidding shall apply.

ARTICLE 22 - LAYOFF, RECLASSIFICATION, DOWNGRADES & RECALL

Section 22.1 Definitions. The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

- a. Reduction in Force (RIF) refers to reduction of the number of employees within a classification as listed in Appendix A of this Agreement.
- b. Reclassification refers to placement into a classification of equal pay when a RIF occurs.
- c. Downgrade refers to placement into a classification of lower pay when a RIF occurs.
- d. Recall refers to the process of reinstatement of employees to former jobs held which were lost by reason of a RIF.
- e. Layoff refers to the severance of employment of an employee due to a RIF.

Section 22.2 Notification of Layoff. The Employer shall inform the Union Steward and the employees affected of date of layoff thirty (30) days or more in advance of such scheduled layoff.

Section 22.3 Reduction in Force Procedures. Reverse order of seniority within classification, shall determine which employee is affected by the RIF.

Section 22.4 Reclassification and Downgrade Rights. An employee affected by a RIF shall be granted rights of reclassification or downgrade to any previously held classifications if their seniority is greater than the seniority of another employee in such classification. The Employer shall offer the classification with highest rate of pay first to an employee with these rights, then if refused, shall offer the next lower paid classification held and so forth until all classifications previously held are exhausted. An employee may choose layoff rather than exercise these rights.

Section 22.5 Recall Rights. If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF subject only to the terms listed hereafter in this Agreement:

- a. Employees shall retain recall rights for a period of eighteen (18) months from date of the reduction in work force.
- b. Notice of Recall shall be sent to a laid off employee at the employee's last known address by certified/registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address. Any employee who fails to report for work within ten (10) days from the date of mailing notice of recall shall be considered resigned and shall have their name removed from the Recall List, unless such laid off employee is temporarily incapacitated preventing the employee from reporting or is employed elsewhere, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return for work as quickly as the employee's health will permit or to give adequate termination notice to the employee's present employer.

- c. An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.
- d. Intercity Transit employees with recall rights shall be notified in writing of recall seven (7) days in advance of such recall. The employee shall be allowed twenty-four (24) hours to accept or decline.

ARTICLE 23- PROBATION

New Employees. All new employees shall serve a probationary period of six (6) months commencing on their date of employment with the Employer. Upon the completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall gain regular employee status. The employee shall be verbally notified of successful completion by their supervisor. Upon mutual agreement of the parties, an employee's probationary period may be extended.

The retention of such employees shall be strictly within the discretion of the Employer. Such employees shall not have recourse through the grievance procedure with regard to disciplinary actions, including discharge. Rejected employees shall be notified of such action in writing by the Department Director or designee at any time during their probationary period.

On other contractual matters, except as noted below, the probationary employee shall be entitled to the same rights as other employees subject to the terms of this Agreement.

- a. Probationary employees are eligible to use vacation leave credited in lieu of floating holiday time during their probationary period.
- b. Probationary employees are not eligible to receive vacation leave during their probationary period. Upon satisfactorily completing their probationary period, the employee will receive vacation leave retroactive to their date of hire into the bargaining unit.
- c. Probationary employees are not eligible to accrue or use compensatory time during their probationary period.

ARTICLE 24- PROMOTIONS AND TRANSFERS

Section 24.1 Job Openings and Posting. Promotion and transfer within the bargaining unit shall be made pursuant to the following procedures:

- a. The Employer shall post all vacancies, job openings and new classifications and it shall remain posted for five (5) days. The notice shall state the number of jobs to be filled, the work schedule, the shift, the rate of pay for each job to be filled and a description of the work required and minimum qualifications.
- b. The notice shall be posted and applications received from employees prior to initiating public recruiting efforts, unless the vacant position is at the lowest classification level or, on the approval of the General Manager, it is in the best interests of the Employer to concurrently recruit internally and externally where, for example, there is a need to fill the position without delay or the position requires license or certificates, specialized qualifications not known to be possessed by employees.
- c. Human Resources shall be responsible for the initial screening of all employee applications for vacant positions for the purpose of determining which applicants possess the minimum qualifications. Human Resources shall refer the most qualified candidate(s) to the Maintenance Manager or designee, for interviews and/or testing. If the Maintenance Manager is not satisfied with the candidate(s), additional recruiting may be requested.
- d. An employee who is not selected for the test and/or interview may request a meeting with the Maintenance Manager to learn the reasons why the employee was not selected.
- e. In the selection of an employee to fill a vacancy, in addition to experience, training and education, the following factors may be considered:
 - Qualifications, skill, ability and past performance;
 - Efficiency;
 - Disciplinary record;
 - Attendance record; and
 - Length of service.
- f. If any employee/applicant demonstrates that they have the qualifications necessary to perform the position at a level of necessary competence, then the employee/applicant with the highest such qualifications as determined by the Employer shall be hired for the vacant position.
- g. In cases of promotion within the bargaining unit, the employee will receive, at a minimum, a five percent (5%) wage increase above their current wage.

Section 24.2 Right to Return to Former Position. Bargaining unit employees who transfer or are promoted to a position with Intercity Transit shall have the right to return to their former position for a period not to exceed six (6) months.

Any employee exercising their right to return to their former position shall have the same seniority as of the time they transferred out, but in no case will they accumulate seniority while working outside of the Bargaining Unit.

ARTICLE 25- APPRENTICESHIP

When the need arises, the Employer and the Union agree to develop a joint Apprenticeship Program. In establishment of an Apprenticeship program, no rules will be adopted which conflict with the terms of this Collective Bargaining Agreement.

In no event should an employee selected for the apprentice program be paid less than their wage rate of their classification from which they were selected.

Apprentice wage rates for each employee will be adjusted to be effective in the first full pay period after completion of each six (6) months of service; six (6) months of service shall be defined as completion of the requisite 1000 hours of participation in the requirements of the apprenticeship program and does not necessarily relate to the passage of calendar months, except that adjustments in the wage rate shall not be made more frequently than every six (6) calendar months.

ARTICLE 26- SUBCONTRACTING

The Employer shall not contract out work performed as of the date of this contract by members of this bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen, or the Employer is not reasonably able to provide the necessary tools, personnel or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

ARTICLE 27- SHIFT BIDDING

The Union shall be offered the opportunity to be involved in creating shifts through their natural work groups. Proposed shifts will be offered to the Maintenance Manager and Director of Maintenance for approval. The Director shall have the final decision regarding shifts.

An apprentice will be assigned their work shift at the conclusion of the shift bid process. This is to ensure proper training with a journeyman as defined in Section 14 of the Standards of Apprenticeship (Supervision of Apprentice). Upon mutual agreement of the Employer and the Union, an apprentice may be able to bid a shift in the mechanic classification.

The Employer agrees to twice a year shift bidding. The change is to be effective on the first day of the first full pay periods in April and October. The Employer has the right to establish the number of positions by classification per shift. For purposes of shift bidding, seniority will be determined on the basis of length of employment within classification.

New employees may have their shift assigned for up to three (3) months for the purposes of skill building and training, to include but not limited to familiarization of equipment, policies, procedures, and staff. This training period will be reviewed every 30 days with the Union, supervisor, and floor staff.

Newly created positions will be bid at the time of opening or as soon as possible.

The exceptions to shift bid will be "normal" training or special scheduling.

The Employer has the right to control the work force in its entirety; however, any alteration from the shift bid will be submitted to the Union for review.

ARTICLE 28- WAGES

Employees covered by this Agreement shall be compensated in accordance with the applicable wage scheduled specified in the Appendix of this Agreement. The wage scheduled shall be considered part of this Agreement.

Wage Increases Include:

2017: 2.75% General Wage Adjustment

2018: 3.00% General Wage Adjustment

2019: 3.00% General Wage Adjustment

ARTICLE 29- SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. 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. Either party may request re-negotiation of invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 30- DURATION OF AGREEMENT

This Agreement, when adopted by the Transit Authority of Intercity Transit and approved by the Union, shall become effective as of January 1, 2017 and shall remain in effect until December 31, 2019 subject to the following provisions:

Letters of Understanding. In recognition of the possibility that changes may be necessary for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. Should agreement be reached, the modification shall be attached as supplemental letter of understanding to this contract and shall remain in effect for the life of this Agreement.


AGREED TO THIS 20th DAY OF October 2016.

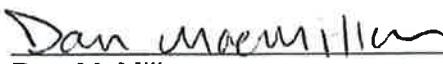
INTERCITY TRANSIT

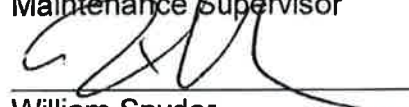

Jeff Gadman
Authority Chair


Ann Freeman-Manzanares
General Manager


Jim Merrill
Maintenance Director


Paul Koleber
Maintenance Manager


Dan McMillan
Maintenance Supervisor


William Snyder
Maintenance Supervisor

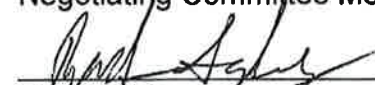

Heather Stafford Smith
Human Resources Director

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 160


Bobby Joe Murray
Business Representative


Tom Burke
Negotiating Committee Member


Larry Smathers
Negotiating Committee Member


Zack Sykes
Negotiating Committee Member


Dan Rhodes
Negotiating Committee Member

APPENDIX A - WAGE SCHEDULES

July Wage Increases:

Employees who are not at their top wage step as of July 1 of the applicable Contract year, shall receive a one step increase effective the first full pay period after July 1 of said year.

Lead Pay and Temporary Out-of-Class Pay:

Employees shall receive ninety cents (\$0.90) per hour above their straight time hourly rate of pay when working as a lead or when working out of class.

Apprentice Wage Schedule:

Apprentice wage rates shall be in accordance with the following schedule (all rates are calculated as a percentage of the third step from the top of the Mechanic wage schedule, above):

- 1st 6 months - 60% of Journeyman Scale
 - 2nd 6 months - 65% of Journeyman Scale
 - 3rd 6 months - 70% of Journeyman Scale
 - 4th 6 months - 75% of Journeyman Scale
 - 5th 6 months - 80% of Journeyman Scale
 - 6th 6 months - 85% of Journeyman Scale
 - 7th 6 months - 90% of Journeyman Scale
 - 8th 6 months - 95% of Journeyman Scale
- Thereafter, Mechanic wage schedule beginning at third step from the top

Apprentice wage rates for each employee will be adjusted to be effective in the first full pay period after completion of each six months of service.

Technician 1 Wage Schedule:

A Technician 1 shall be hired at a starting wage rate which is ninety percent (90%) of the current Step A of the Technician wage. One year thereafter, the Technician 1 employee shall advance to a wage rate which is nine-five percent (95%) of the current Step A of the Technician wage. On the second anniversary of the Technician 1 employee's hire date, the employee shall advance to a wage rate which is equal to the current Step A of the Technician wage and thereafter progress through wage schedule as any other employee in the Technician classification.

WAGE TABLE

		2017	2018	2019
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Technician		2.75%	3.00%	3.00%
A		\$ 27.80	\$ 28.63	\$ 29.49
B		\$ 29.18	\$ 30.06	\$ 30.96
C		\$ 30.63	\$ 31.55	\$ 32.50
D		\$ 32.23	\$ 33.20	\$ 34.20

Support Specialist		2.75%	3.00%	3.00%
A		\$ 22.83	\$ 23.51	\$ 24.22
B		\$ 23.97	\$ 24.69	\$ 25.43
C		\$ 25.13	\$ 25.88	\$ 26.66
D		\$ 26.41	\$ 27.20	\$ 28.02

Service Worker		2.75%	3.00%	3.00%
A		\$ 20.26	\$ 20.87	\$ 21.50
B		\$ 21.23	\$ 21.87	\$ 22.53
C		\$ 22.30	\$ 22.97	\$ 23.66
D		\$ 23.43	\$ 24.13	\$ 24.85

Vehicle Cleaner Detailer		2.75%	3.00%	3.00%
A		\$ 18.22	\$ 18.77	\$ 19.33
B		\$ 19.12	\$ 19.69	\$ 20.28
C		\$ 20.08	\$ 20.68	\$ 21.30
D		\$ 21.03	\$ 21.66	\$ 22.31

Cleaner		2.75%	3.00%	3.00%
A		\$ 17.31	\$ 17.83	\$ 18.36
B		\$ 18.16	\$ 18.70	\$ 19.26
C		\$ 19.06	\$ 19.63	\$ 20.22
D		\$ 19.97	\$ 20.57	\$ 21.19

APPENDIX B – INTERNAL STAFF DEVELOPMENT PROGRAM

Internal Staff Development Program Plan for Technicians
Vehicle Maintenance
Intercity Transit
Original: September 2015
Edited/Incorporated into CBA: January 1, 2017

Introduction

The Intercity Transit Internal Staff Development Program for Technicians is an innovative approach to train, assist, encourage, and provide employees with resources for continuous improvement within the agency. At completion of the program, Intercity Transit will have an entry level skilled technician trained specifically on transit vehicles.

Program goals are to provide:

- A career path for Intercity Transit's employees.
- A way for Intercity Transit to promote from within existing Vehicle Maintenance (VM) Department classifications. This program may be expanded to include all qualified Intercity Transit staff in the future.
- A program custom tailored to meet the needs of Intercity Transit.
- Intercity Transit with an entry level technician upon completion of the program.

Currently, the program will be offered only to Intercity Transit VM staff. The program is two years long. Education will be provided through college level heavy-duty diesel technician program courses, in-house training, and hands-on experience. The chosen applicant will work with the management team to determine both their work and class schedule during the program.

The following status will deem an employee *ineligible* for consideration:

- Currently serving initial probationary period.
- Employed in a temporary position within Vehicle Maintenance.
- Employed in a journey level position in the technician classification.
- Previous involuntary removal from the trainee program.

Application and Selection Process

A posting will include a job description and identify the minimum requirements for acceptance into the program. Candidates responding within the announced application period will be screened and interviewed.

This position is classified as safety-sensitive under Intercity Transit's Drug and Alcohol Policy and is included in the random drug and alcohol testing program

Screening will be based on the eligibility outlined above, the applicant's full time work history, and on the following criteria:

- Have not received anything above a written discipline within the last one year.
- Have worked at least 2,000 hours in the last twelve months (applicants will not be screened out if they do not meet the 2,000 hours threshold due to FMLA protected leave).

The selection process shall be conducted in accordance with VM hiring guidelines.

- HR will apply established screening criteria to all applications.
- Applicants passing the initial screening criteria may be given a mechanical aptitude qualification test. Selected candidates will be invited to interview. The chosen candidate(s) will be placed in the trainee program.

Education, In-house Training, and Hands-on Experience

Once selected, trainees will have both classroom and related hands-on training. The maintenance Manager will outline the program and classes after acceptance into the program. Trainees must adhere to standing safety policies and procedures.

A trainee will be required to satisfactorily complete college level heavy-duty diesel classes as determined by VM management. Participants will attend scheduled classes. Intercity Transit may choose not to send a technician trainee (TT) through some classes.

Some training will be conducted in-house

Additional training will be required (examples include but are not limited to ESMS, First Aid, AED, safety, etc.).

An applicant already having a current (within the prior three years) associate's degree in diesel technology may be given credit toward the education requirement. The Maintenance Director will review previous education and determine if education requirements have been satisfied. Documentation of previous education will be reviewed on a case-by-case basis.

Work assignments and shift hours for trainees will not be subject to the usual "shift pick" process but shall be assigned by the VM Manager.

The trainee will be required to work or train eight hours per day, or a combination thereof, five days per week. The trainee schedule will be set and monitored by the VM Manager.

Class times may vary. Intercity Transit reserves the right to assign classes during non-traditional work hours.

If VM is working under what is deemed an emergency situation (snow schedule or similar), the trainee shall contact a VM Manager to discuss any schedule changes.

Trainees may work overtime in either training or their regular position after consulting with VM Manager.

Trainee Responsibilities

Trainees must possess or obtain a basic set of tools by the start of their traineeship (list attached).

The program participant shall receive a personal tool allowance equal to the Mechanic level per the language in the IAMAW Contract, Article 20, Section 20.1, Personal Tool Allowance, for the course duration.

A trainee must obtain and maintain those additional tools necessary to perform the work corresponding to the level of his/her training, at his/her own cost. During the course of the training program, trainees are eligible to receive the tool allowance outlined in the current IAM contract.

Each trainee shall be responsible for entering labor spent and parts used into Fleet-Net.

It shall be the responsibility of the trainee to maintain a quarterly grade point average (GPA) of 2.0 or above to remain in the program. Trainees who are having trouble maintaining the minimum GPA are encouraged to contact the VM Manager for help before their GPA falls below the minimum requirement.

If the GPA falls below 2.0 for any quarter, the Maintenance Manager will meet with the trainee. The trainee will be given a chance to explain the circumstances and/or reasons. The VM Manager will assess the need for any help or action that may be appropriate.

The Maintenance Director reserves the right to remove a trainee from the program at any time for falling below the GPA requirements.

The VM Manager will select the courses of study. Intercity Transit will pay for books, tuition, lab fees, and mileage from school to Intercity Transit for the trainee attending college as part of this program.

Trainees must follow current procedures for reporting sick days. Trainees are strongly encouraged to plan time off around class days.

Each trainee will be required to attend and satisfactorily complete classroom assignments, safety training, and related state and/or federal certification classes as assigned by the VM Manager.

The VM Manager will verify college or other class attendance.

Each trainee is responsible to ensure that copies of certificates, transcripts, and other training records are supplied to the VM Manager for verification of training.

While attending college, the trainee will provide current copies of grades to the Manager.

Each trainee is required to have and maintain a Class B Commercial Driver's License (CDL) with a passenger endorsement and air brake restriction removed. If applicant does not have a license at the beginning of the training IT will provide training and testing. Trainee is required to obtain a CDL with passenger endorsement and air brake restriction removed within the first six-months in the program.

The VM Manager may at any time request progress updates by the trainee or the college instructors.

Any failure to comply with the above requirements will be provided to the Maintenance Director.

Agency Responsibilities

The VM Manager will be responsible for assigning and coordinating the hands-on work at the shop. They will work with the trainee to keep the trainee on track and learning the needed skills.

The VM Manager will review labor inputs to ensure trainees are performing work as closely related as possible to the current or already completed courses of study.

VM Manager will assure each trainee keeps track of his/her task hours in Fleet-Net.

The VM Manager will be responsible for completing performance evaluations using the established QA program.

The VM Manager is responsible to ensure the trainee's attendance at scheduled classes.

The VM Manager will monitor any change in the trainee's work status (OJI, leave of absence, long term illness, etc.).

Training Records

All training records will be maintained in the agency's training database. All training will be documented and recorded. The Department Assistant will help coordinate enrollment in classes.

The following records will be retained for each trainee, according to training record retention policy:

- College courses.
- College course grade point average.
- In house training classes.

Program Management

The Maintenance Director is responsible for overall program management.

The Maintenance Director will be responsible for the budget in the following areas:

- Tuition for community colleges
- Books
- Mileage between work sites
- Lab fees

At periodic JLMC meetings, the members will discuss the program, discuss any issues, and provide input to the Maintenance Director with requests for changes.

Wages

Step placement, upon entrance into the trainee program, will be calculated using an employee's current pay plus 3%. The term "current pay" is defined as the pay the trainee received in the permanent classification he/she held before becoming a trainee. Current pay will include shift differential.

A trainee attending school will attend day classes and will finish his/her work day on Day Shift. If it is necessary for the trainee to attend night classes, s/he will finish the day on Swing Shift. The trainee will work his/her regular job and shift during gaps in assigned classes.

Seniority

The trainee will continue to accrue seniority in the classification they were in (or are still in) prior to entering into the training program. Seniority in the Technician classification will begin upon successful completion of the ISDP program and placement into a Technician position.

Layoff

Intercity Transit and the Union agree the Internal Staff Development Program is an important program to promote and train qualified employees. However, if Intercity Transit determines that layoffs will occur, trainees will be considered for layoff as part of the trainee's regular job classification.

If a trainee in the Internal Staff Development Program ends involuntarily by the agency for budget reasons (and not due to above performance criteria), the trainee shall be eligible for reinstatement to the Internal Staff Development Program by seniority for thirty-six (36) months following layoff from the program. A trainee who is reinstated in the Internal Staff Development Program will be credited for all classes and training which he/she has completed.

TECHNICIAN TRAINEE

Job Description

REPORTS TO

Director of Maintenance
Maintenance Manager
Vehicle Maintenance Supervisor

BASIC FUNCTION

Serve as a trainee performing and assisting in the maintenance of all Intercity Transit buses and associated equipment. Perform increasingly more responsible bus and component repair duties under the close supervision of experienced technicians. Install bus accessories and auxiliary parts. Perform routine adjustments on bus equipment. Participate in training classes related to this trade. Complete related work as required.

DUTIES AND RESPONSIBILITIES

The trainee will assist technicians in the diagnosis, disassembly, repair, and reassembly of engines, transmissions, differentials, brakes, heads, blowers, injectors, multi-plex systems, hybrid drive components, and other technical equipment.

The trainee will learn to operate a variety of power hand tools, as well as operate gas, diesel, and electrically powered vehicles.

The trainee will complete and pass all related supplemental training classes, seminars, courses, and other tests as determined by the Maintenance Director and VM Manager.

The trainee will input and extract data using a computer terminal as required. Perform other related duties as assigned.

Minimum Qualifications

EDUCATION AND KNOWLEDGE

Applicants must be at least 18 years of age at the time of hire. The ability to read, write, and understand English and math is required. The ability to learn to operate a variety of power and hand tools is required.

OTHER REQUIREMENTS

Must be able to pass the required physical examination prior to employment. Must have a Washington State driver's license, Class B CDL with passenger endorsement and air brake restriction removed.

PHYSICAL

The job requires considerable physical skill and sustained periods of physical effort. Physical ability to lift in excess of 50 pounds. Physical ability to perform the essential functions of the job.

INTERPERSONAL

The job requires ordinary conversational skills and courtesy and the ability to exchange or provide routine information. Contacts are primarily with other Intercity Transit personnel. Intercity Transit values communication that is respectful, courteous, and considerate.

ENVIRONMENT

Work is performed in a shop environment with exposure to high noise levels, oil, grease, bus fumes, various temperatures and weather conditions, and other hazards. Work is often performed in cramped or awkward positions.

RESPONSIBILITY

The technician trainee is responsible for progressively developing skills for the safe and proper care and maintenance of assigned Intercity Transit equipment. The trainee is also responsible for the timely completion of supplemental courses and classes assigned during training.

Required Freshman Tool List

- Flashlight
- Combination Wrench Set SAE 3/8"-3/4"
- Combination Wrench Set Metric 10mm-19mm
- 1/4" Socket Set SAE and Metric
- 3/8" Socket Set SAE and Metric
- 1/2" Socket Set SAE and Metric
- 3/8" Extension Set
- 1/2" Extension Set
- 1/4", 3/8", and 1/2" Ratchets
- Screwdriver Set (6 Piece)
- Side-Cut Pliers
- Arc-Joint Pliers
- Locking Pliers
- Snap-Ring Pliers
- Slip-joint Pliers
- Wire Stripper / Crimper Pliers
- 8oz and 16oz Ball Peen Hammer
- 3-5 lb. Dead-Blow Hammer
- Feeler Gauge Set
- 1/4", 1/2", and 3/4" Cold Chisels
- Center Punch
- Pry Bar Set
- Rubber-Tipped Air Nozzle
- Cotter Key Puller
- Hacksaw with Blades
- Measuring Tape
- Gasket Scraper
- Hex Key Set SAE and Metric
- Digital Volt/Ohm/Amp Meter (DC Amps 10 or more, Auto-Ranging, Clamp-on Optional)
- Tool Storage Box

Required Sophomore Tool List

- 12-piece Imp Socket Set
- Extension Bar: 10"x3/8" drive
- Extension Bar: 10"x1/2" drive
- Pliers Kit
- 12" Pry Bar
- 18" Pry Bar
- Drift Punch: 8"x3/8"
- Drift Punch: 7"x1/2"
- Inspection Mirror
- Hook/Pick set

- Torque Wrench: ½" drive, 25-250 ft. lbs.
- Torque Wrench: 3/8" drive, 25-100 ft. lbs.
- Hydraulic Wrench Set – 14-piece
- ½" drive Impact Wrench
- 1-3/8" Combination Wrench
- 1-7/16" Combination Wrench
- 1-1/2" Combination Wrench
- 16" Arc-Joint Pliers
- 3 lb. Hammer
- 9" Rolling Head Pry bar
- 18" Rolling Head Pry Bar
- 22" Rolling Head Pry Bar
- 4-piece Flare Nut Wrench Set
- Crowfoot Set – Metric and Standard

**Memorandum of Understanding
Between IAM, District Lodge #160 and Intercity Transit
Concerning Revised Language to Article 18 – Paid and Unpaid Leaves**

The Union and Intercity Transit mutually agree to the changes in Article 18 – Paid and Unpaid Leaves. These changes were a result of implementing the Washington Paid Sick Leave law that went into effect on January 1, 2018. There was an additional edit (added “excluding WPSL”) to Article 17.5.

Attached is a copy of the changes, highlighted in red ink.

Signed this day 17th of August, 2018

For the Union:

Bobby Joe Murray

For Intercity Transit:

[Signature]