

COLLECTIVE BARGAINING AGREEMENT

Between

SEIU Local 503, Oregon Public Employees Union, Basin Transit Employees Local 777

And

Basin Transit Service

Expires June 30, 2019

ARTICLE 1 - INTENT AND PURPOSE......1 ARTICLE 2 - RECOGNITION1 ARTICLE 15 - EXTRA BOARD ASSIGNMENTS10

Table of Contents

PREAMBLE

This Agreement is made and entered into by and between SEIU Local 503, OPEU, Local 777 hereinafter referred to as the "Union" and Basin Transit Service Transportation District, hereinafter referred to as the "Employer".

ARTICLE 1 - INTENT AND PURPOSE

It is the purpose of this Agreement to promote and provide a responsible labor relations policy between the Union and the Employer; to secure an orderly and equitable disposition of grievances which may arise under the Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding wages and other specific conditions of employment of the employees covered by this Agreement.

All persons involved in the scope of this Agreement -- employees, the Employer, its supervisors, and the Union representatives -- are obligated and compelled to abide by its provisions and to extend the strongest effort to make it an effective document for the benefit of all concerned.

ARTICLE 2 - RECOGNITION

<u>Section 1. Bargaining Unit Members</u>. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees at its Klamath Falls, Oregon, transit facility and offices coming within the classifications outlined in Appendix A of this Agreement, which currently include the classifications of Transit Operator, Para-Transit Operator, Part Time Relief, Mechanic, and Maintenance Helper/Bus Washer and excluding supervisory, confidential, and management personnel as defined by ORS 243.650 (6) and (23).

<u>Section 2. Bargaining Unit Work</u>. Normally, only employees so classified shall perform bargaining unit work under the terms of this Agreement. Management employees, however, may perform the work of bargaining unit employees for reasonable periods of time: (1) for the purposes of on-the-job training, performance evaluation, maintaining technical proficiency; (2) for the purpose of moving a vehicle for display, advertising or public relation promotions, when no bargaining unit employee is available on duty; and (3) during emergency periods when no bargaining unit employee can reasonably be made available to perform such duties.

ARTICLE 3 – NON-DISCRIMINATION

<u>Section 1.</u> The Employer and the Union recognize the intent and purpose of public policy and mutually agree not to discriminate against any person with regard to employment or Union membership or activities, because of race, age, religion, color, sex, national origin, sexual orientation or physical or mental disabilities, except bona fide occupational qualifications, under Executive orders and Federal and State statutes and administrative rules and regulations.

ARTICLE 4 - UNION SECURITY

<u>Section 1. Membership</u>. Bargaining unit members who are members of the Union shall either remain members in good standing or make payment in-lieu-of-dues to the Union. Bargaining unit members who are not members of the Union shall either become members of the Union or make payment in-lieu-of-dues to the Union. The amount of payment in-lieu-of-dues shall be equal to regular Union dues and assessments, if any. The Employer shall notify all newly hired employees of this requirement at time of employment. The Employer will send to the Union a copy of the Personnel Record Form (in the format attached hereto as Appendix C) for all new hires within ten (10) days of commencement of employment. The form shall be mailed to the Union at: SEIU Local 503, OPEU, Membership Dept., PO Box 12159, Salem, OR 97309 until notified otherwise.

Bargaining unit members who exercise their right of non-association, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the Union.

<u>Section 2. Dues Deduction</u>. Upon written request, on a form to be provided by the Union, members of the Union may have regular monthly dues deducted from their paychecks. Such deduction will continue until the Employer has been notified in writing by the member that the deduction is to be terminated. The Employer will, in the month following the deduction, pay to the Union the total amount so deducted accompanied by a list identifying the members for whom the deductions are being paid.

<u>Section 3.</u> The Union shall notify the Employer in writing of the amount of dues/fair share to be deducted.

<u>Section 4.</u> The Union agrees to indemnify and hold the Employer harmless for any loss arising from the operation of this Article.

ARTICLE 5 - UNION RIGHTS

<u>Section 1. Union Stewards.</u> The Union may designate six (6) employees of the Employer as Union stewards to assist in handling grievances and the administration of this Agreement. The Union shall be responsible for notifying the Employer of the employees so designated.

<u>Section 2. Leave for Union Activity.</u> All Union officers and stewards shall be granted reasonable leaves of absence without pay for off-the-job Union business. Time devoted to grievances and arbitration functions by no more than one (1) Union steward at a time representing the grievant(s) shall be paid time. Time devoted to collective bargaining negotiations on extensions or revisions to this Agreement shall also be paid in equal increments by the Employer and the Union up to a maximum total of ninety-six (96) hours each.

<u>Section 3. Bulletin Boards.</u> In addition to the existing employee bulletin board, the Employer agrees to furnish one (1) bulletin board, in a convenient place within the Employer facilities, for use by the Union in communicating meeting announcements and other Union business information to bargaining unit members.

<u>Section 4. Visits by Union Representatives.</u> Official Union paid staff representatives shall be allowed reasonable contact with bargaining unit members as long as there is not interference in the normal performance of duties.

ARTICLE 6 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the express terms of this Agreement, the Employer retains all rights of management in the operation of the Basin Transit Service and the direction of its work force.

Rights of management shall include, but not be limited to, the right to:

- (a) Direct employees;
- (b) Hire, promote, transfer, assign and retain employees;
- (c) Suspend, discharge or take other proper disciplinary action against employees;
- (d) Reassign employees;
- (e) Relieve employees from duty because of lack of work or other reasons;
- (f) Schedule work;
- (g) Determine the methods, means and personnel by which operations are to be conducted, including contracting out of work to the extent that no employee is relieved from duty for lack of work.
- (h) To adopt and revise periodically drug and alcohol testing policies and protocols as required to comply with Federal Transit Administration (FTA) requirements and law.

ARTICLE 7 - EMPLOYER AND EMPLOYEE RESPONSIBILITIES

<u>Section 1.</u> The Employer agrees that it will provide employees with the most positive working environment possible; that it will hold all management personnel individually and collectively accountable for ensuring that employees are treated with respect, fairness, and reasonable flexibility; and that it will cooperate in promoting and advancing the health and welfare of its employees at all times.

<u>Section 2.</u> The Union agrees that its members and others covered by the Agreement will individually and collectively give the Employer a fair day's work for the wages and benefits provided by this Agreement with efficiency and dedication; that they will use their reasonable best efforts to maintain the Employer's property and service; and that they will cooperate in promoting and advancing the welfare of the Employer and its service to the public at all times during working hours.

ARTICLE 8 - PERSONNEL RECORDS

<u>Section 1.</u> An employee may, upon written request, inspect the contents of his/her official personnel file and his/her immediate Supervisor's working personnel file. Upon request, active employees may receive a copy of the contents of these files at any time at the cost of ten cents (\$.10) per page or no more than once annually at no cost to the employee.

<u>Section 2.</u> No information or material reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The signature does not indicate the employee's agreement or disagreement with the content of this material.

<u>Section 3.</u> No material reflecting critically on an employee shall be placed in the employee's official personnel file which is incorrect; a misrepresentation of actual facts, or an anonymous complaint or call-in, prior to the time an employee has had the opportunity to contest such material.

<u>Section 4.</u> Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in their file. This employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's personnel record.

<u>Section 5.</u> An employee may include in his/her files copies of any pertinent employment-related material he/she may wish, such as letters of favorable comment, licenses, certificates, or any other material which reflects favorably on the employee.

<u>Section 6.</u> Material reflecting caution, consultation, admonishment, warning, reprimand, or letter of expectations shall be retained in the official personnel file for a maximum of two (2) years, unless other disciplinary actions, which are for related conduct or for different conduct of similar severity, have been taken and sustained during that period. Documents purged from employee personnel files may be retained by the Employer in its inactive file archives for such periods as may from time-to-time be required by the Secretary of State, Archives Department, for public records, provided however that such purged documents shall not be used in any future disciplinary procedures.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause. Employees may be disciplined or discharged for Just Cause.

<u>Section 2. Required Information.</u> At time of employment the Employer shall provide an employee with a copy of the Employer's rules and handbook. In case of any conflict between the rules and this Agreement, the Agreement shall supersede and govern.

<u>Section 3. Union Representation.</u> An employee who is subjected to an investigatory interview, which he/she believes might lead to discipline, shall be allowed the right to be accompanied by a Union steward or Union representative of the employee's choice. The Union and the Employer shall take reasonable steps to inform employees of their right. The Employer shall offer an employee, prior to a meeting in which the Employer plans to issue discipline to the employee, the opportunity to be accompanied by a steward or the Union representative. The steward involved shall be on paid time.

<u>Section 4. Investigative Hearing.</u> In case of alleged or suspected misconduct, or chargeable incident/accident by an employee, the Employer may elect to place an employee on suspension with or without pay, pending the outcome of an investigation. In all cases of investigation, whether under pay suspension or not, the Employer will conclude the investigation in a timely, reasonable manner not to exceed three (3) weeks.

<u>Section 5. Progressive Discipline</u>. The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; denial of annual performance pay increase; reduction in pay; demotion; suspension with or without pay and dismissal.

<u>Section 6. Discipline Appeals</u>. An employee reduced in pay, demoted, suspended without pay or dismissed shall receive prior written notice of the proposed discipline with the specific charges and facts supporting the proposal and be given an adequate opportunity to respond to or refute the specific charges and facts and to present any mitigating circumstances before the proposed disciplinary action is taken, except in instances where immediate suspension is required due to the Employer's obligation to protect the public.

<u>Section 7. Discipline Grievances</u>. Despite any provisions of Article 10, Grievance and Arbitration, to the contrary, discipline grievances must be appealed by a grievance filed within fourteen (14) calendar days of the effective date of such discipline. The discipline or removal of probationary and temporary/seasonal employees may not be appealed.

<u>Section 8. Notification</u>. The Employer shall have the following statement appear on all dismissals and disciplinary notices covered in this Article:

"If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU and you must file an appeal within fourteen (14) calendar days from the effective date of this action in accordance with Article 10 – Grievance and Arbitration."

ARTICLE 10 - GRIEVANCE AND ARBITRATION

<u>Section 1.</u> Any grievance or dispute which may arise between the employee, Union or management shall be settled in the following manner:

<u>Step 1.</u> Except as noted in Article 9, Discipline and Discharge, Section 7, the grievant(s) or Union shall submit the grievance to the employee's immediate supervisor within thirty (30) calendar days of the date the grievant(s) or the Union knows or by reasonable diligence should have known of the alleged grievance. In all cases, the grievant(s) and/or the Union and the supervisor will meet within fourteen (14) calendar days following the filing of the grievance in an attempt to resolve the grievance at the lowest possible level of management. Failure to meet, however, will not invalidate the grievance.

If an employee is discharged, he/she may elect to have an informal hearing with the Employer within five (5) working days of such discharge, and he/she may further elect to have a Union representative present, but the employee and the Union reserve the right to file a formal grievance on the discharge. In any event, the immediate supervisor shall respond in writing to the grievance within fourteen (14) calendar days of meeting with the employee and/or Union representative on this grievance.

<u>Step 2.</u> When the response at Step 1 does not resolve the grievance, the grievance may be submitted to Step 2 by the Union within fourteen (14) calendar days after the immediate supervisor's Step 1 response is due or received. The appeal shall be submitted in writing to the General Manager or designee, who shall respond in writing within fourteen (14) calendar days after receipt of the Step 2 appeal.

Step 3. Failing to settle the grievance in accordance with Step 2, if pursued, the grievance may be submitted by the Union to a joint Union/Employer "last chance" panel to decide whether the grievance can be settled or must be submitted to final and binding arbitration. The parties shall each appoint two (2) members to a four (4) person "last chance" grievance/arbitration review panel composed of two (2) representatives of the Union and two (2) representatives of the Employer. The panel shall meet within ten (10) calendar days of the Union's request to review and discuss the grievance and decide whether it will be necessary to select an arbitrator from ERB. A majority of the panel may vote to settle the grievance. If arbitration is required due to an inability of the last chance panel to reach a majority decision, the Union may request a list of arbitrators from the Employment Relations Board (ERB). The Union will notify the Employer of its decision to seek arbitration within thirty (30) calendar days of the last chance panel's notification of not reaching a decision. The parties will alternately strike from the ERB list of qualified arbitrators until only one (1) name remains on the list. The toss of the coin shall determine which party will strike the first name. The parties will then jointly notify the arbitrator of his/her selection. Arbitration will thereafter commence on a date to be selected by the arbitrator and agreed to by the parties.

<u>Section 2.</u> The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from, change or eliminate any terms of this Agreement. The arbitrator's award shall be issued within thirty (30) days from the date of the arbitration hearing.

<u>Section 3.</u> Fees of the arbitrator and his/her expenses of conducting the arbitration shall be borne equally by the parties.

<u>Section 4.</u> No reprisals shall be taken against any employee for exercise of his/her rights under this Article.

ARTICLE 11 - SENIORITY

<u>Section 1.</u> An employee's seniority shall consist of continuous service with the Employer based upon the most recent date of hire into the bargaining unit, and shall not be broken except as provided in this Article. Permanently assigned management employees, returning to bargaining unit work as a permanent assignment, shall have a seniority date beginning on the first day of such permanent assignment.

Section 2.

- (a) Seniority shall be calculated from an employee's last date of hire into a job classification.
- (b) Regarding wages, benefits, and leave accruals, seniority shall be calculated from an employee's date of hire regardless of classification.
- (c) Regarding all other seniority rights, an employee's seniority shall be calculated from the date of permanent hire into a particular classification.

<u>Section 3.</u> Seniority rights are specifically outlined as follows and as designated in applicable Articles of this Agreement:

- (a) Job classification
 - 1. Transit operator
 - 2. Para-Transit Operator
 - 3. Part-time Relief
 - 4. Mechanic (includes Lead Mechanic)
 - 5. Maintenance helper (includes bus washer)
- (b) Work assignment picks
- (c) Layoff and recall
- (d) Leave accrual
- (e) Wages and benefits
- (f) Vacation priority

<u>Section 4.</u> Layoff is an involuntary reduction in the work force necessitated due to loss of funding or other curtailment of services, other than resignation, that does not reflect discredit on the employee. The Employer shall determine the classification(s) in which layoff is to occur and lay employees off in inverse order of classification seniority.

<u>Section 5.</u> After a layoff has occurred, should funding or services be restored or expanded or temporary routes established, the Employer shall recall employees beginning with the most senior employee in the affected classification and shall progress to the next senior employee in that classification, etc., until all jobs are filled.

<u>Section 6.</u> Probationary employees shall be placed on the seniority list and accrue seniority from the first date of employment.

<u>Section 7.</u> Seniority shall be broken only under the following conditions:

- (a) Discharge;
- (b) Resignation;
- (c) Failure to return from layoff within ten (10) days of receipt of certified mail calling for notice of recall;
- (d) Failure to return from leave of absence, unless there are extenuating circumstances beyond the employee's control.

ARTICLE 12 - JOB CATEGORIES

<u>Full-Time Employees:</u> Employees assigned to full-time positions requiring more than sixty (60) hours of work per pay period.

<u>Part Time Relief:</u> Employees who are available on the Extra Board (Article 15) to fill in for the temporary absence of the regular, full-time Transit Operators, Para-Transit Operators, and other work as needed.

<u>Probationary Employees:</u> Employees who have not completed their probationary period of six (6) months for general employees and three (3) months for Mechanics. A general employee may request the Employer to reduce his/her probationary period to three (3) months based upon exceptional qualifications and prior experience, and the Employer shall give such request reasonable consideration.

ARTICLE 13 - JOB SHARING

Section 1. A job sharing position means a full-time position that may be held by more than one (1) individual on a shared time basis, whereby each of the individuals holding the position works less than full-time.

<u>Section 2.</u> Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Employer to be considered for job share positions.

<u>Section 3.</u> Job share employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked in the month.

<u>Section 4.</u> Job sharing employees shall be entitled to share the Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. The Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and full premium.

ARTICLE 14 - PICK

<u>Section 1.</u> Employees shall pick AM or PM shifts and days off quarterly.

Section 2. Pick shall include all Transit Operators.

<u>Section 3.</u> Para-transit operators shall undertake the pick process as applicable.

<u>Section 4.</u> Persons allowed to attend pick shall include employees making pick or their proxies, an Employer observer and a Union observer.

<u>Section 5.</u> If an employee eligible to pick or his/her proxy fails to attend pick, the Employer and the Union observer shall pick for the absent employee by mutual agreement.

<u>Section 6.</u> The order of the pick shall be determined by classification seniority, as described in Article 11 - Seniority.

<u>Section 7.</u> All employees making a pick must, to the best of their knowledge, be available to work their picked shift for the duration of the pick, except for authorized time off.

<u>Section 8.</u> The Employer shall not cancel picked days off. If, during this Agreement, the Employer expands or reduces routes or service, the parties shall meet to determine appropriate changes or whether another pick must occur. However:

- a) The Employer may disapprove a picked day off if there are not employees available to take that shift and meet the needs of the Employer.
- b) Employees retain the right to alternate and/or rotate picked days off with other Employees for their mutual benefit subject to prior approval of the Employer.

<u>Section 9.</u> Trading routes, shifts, or days off among employees may occur with the approval of the appropriate supervisor.

<u>Section 10.</u> Employees shall rotate down on shifts daily.

<u>Section 11.</u> If a vacancy or extended absence occurs during the pick quarter, the vacancy shall be filled in accordance with Article 15 - Extra Board Assignments.

<u>Section 12.</u> The Employer shall not remove an employee from his/her regular route or schedule without the employee's written consent, expect in the case of an emergency.

Section 13. Methods of route picks (route rotation) shall be determined between the Union and the Employer.

<u>Section 14.</u> Employees who are scheduled to be off work for an entire quarter are not eligible to pick during that quarter.

<u>Section 15.</u> Temporary long-term vacancies shall be offered to senior regular workers on a temporary basis before the Extra Board. Such temporary assignments shall not constitute a break in classification seniority.

<u>Section 16.</u> Extended absence or a temporary long-term vacancy shall be defined to mean one (1) working week or longer for the particular employee involved.

ARTICLE 15 - EXTRA BOARD ASSIGNMENTS

<u>Section 1.</u> The Employer shall establish an Extra Board composed of part-time relief employees working in the classifications of Transit Operator and Para-Transit Operator.

<u>Section 2.</u> The Extra Board shall be established based upon the quarterly pick, with all operators being allowed to indicate whether they want relief work assignments in Transit and/or Para-Transit.

(a) Should the operator at the top of the Extra Board pass the next Extra Board assignment, that position shall rotate to the bottom of the list and the next operator shall then be eligible for the assignment, and rotation shall continue until an operator accepts the assignment or the first operator to pass returns to the top of the list and shall be required to accept the assignment. The only exception shall be if the operator at the top of the list informs the Employer of illness on the first call. In such circumstance the next operator on the list shall be required to accept the assignment. The operator of illness from work may be required, at the Employer's expense, to provide a medical certificate verifying the disability from work due to illness or injury from a medical provider designated by the Employer.

- (b) For each workday, only the top Extra Board position shall rotate to the bottom of the Extra Board when that position is actually worked.
- (c) All Extra Board work, contract work, trippers and special charter work shall be performed by Extra Board operators on rotation as identified above.

<u>Section 3.</u> If a regular full-time vacancy occurs in Transit and/or Para-Transit positions between quarterly picks, the vacancy shall be filled by the most senior qualified employee who accepts such assignment. If a full-time vacancy exists after all regular full-time employees have been given the opportunity to select such an assignment, the vacancy shall then be filled by the senior most qualified Extra Board employee who accepts such an assignment. Such vacancy and required qualifications for the position shall be appropriately posted prior to the vacancy being filled. An employee does not need to resign from a current position with the Employer in order to apply for another position with the Employer.

<u>Section 4.</u> Extra board assignments shall rotate daily when filling temporary vacancies. The Extra Board positions shall not rotate when there is not actual Extra Board work available.

<u>Section 5.</u> Part-time relief employees shall call into the BTS office between the hours of 4:00 PM and 4:30 PM to receive their work assignment. Failure to call between 4:00 PM and 4:30 PM, or to accept a work assignment for three (3) consecutive days, or to follow instructions given, (unless on leave or an authorized absence) shall be subject to progressive discipline.

<u>Section 6.</u> Shifts of work with the most and earliest hours shall be scheduled first, and where a choice of hours and/or classifications are available they will also be offered.

ARTICLE 16 - HOURS OF WORK

<u>Section 1.</u> The work week shall commence at 12:01AM Sunday and end at midnight the following Saturday.

<u>Section 2.</u> A normal work week for AM shift employees shall be forty (40) hours per week within a five (5) consecutive day schedule. A normal work week for PM shift employees shall be not more than forty (40) hours per week within a six (6) day schedule but not less than thirty-two and one half (32.5) hours per week within a five (5) day schedule.

Section 3. Split shifts, relief work or charters shall be permitted.

Section 4. All work performed in excess of the employee's regular shift of work per day or forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1.5) times the employee's regular rate of pay.

<u>Section 5.</u> Any employee working a six (6) consecutive day schedule in the same calendar week shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour over the employee's regular rate of pay for hours worked on the sixth (6th) consecutive day.

ARTICLE 17 - ASSIGNED SHIFTS

<u>Section 1.</u> An employee's assigned shift shall have a regularly recurring starting and quitting time.

<u>Section 2. Terminal Points.</u> All employees' work shifts shall be arranged whereby the employee's starting time and quitting time will be at the BTS base.

ARTICLE 18 - PAY PERIODS

<u>Section 1. Pay Period.</u> The pay period will be a given fourteen (14) day period, ending on Saturday.

<u>Section 2. Pay Day.</u> Pay checks shall be issued and available at 12:00 Noon on Thursday, following the end of the pay period.

<u>Section 3. Emergencies.</u> In case of emergency, upon receipt of a written request from the employee which describes the emergency, a special draw check for up to sixty percent (60%) of an employee's previously earned gross wages shall be authorized. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include, but are not limited to, the following:

- (a) Death in the family;
- (b) Major car repair;
- (c) Theft of funds;
- (d) Vehicle accident (loss of vehicle use);
- (e) Destruction or major loss to home;
- (f) New employee lack of funds (maximum, one (1) draw).

<u>Section 4. Reporting Pay.</u> An employee scheduled to report to work on a given day, or who is called back to work after leaving at the end of his/her previous shift, and who actually reports, shall receive a minimum of two (2) hours of work or pay.

ARTICLE 19 – OUT-OF-CLASS PAY

<u>Section 1.</u> Bargaining unit members assigned to work in a management position shall not have their classification seniority affected, if the assignment is for no more than thirty (30) days in a one hundred and eighty (180) day period.

<u>Section 2.</u> Employees so assigned shall receive at least one dollar (\$1.00) per hour in excess of their bargaining unit position wage.

ARTICLE 20 - RATES OF PAY

Section 1. Wage Rates

- A Effective July 1, 2016, the pre-existing wage rates of all employees shall be increased by two and one-quarter percent (2.25%) across the board.
- B Effective July 1, 2017, the pre-existing wage rates of all employees shall be increased by two and one-quarter percent (2.25 %) across the board.
- C Effective July 1, 2018, the pre-existing wage rates of all employees shall be increased by two and one-half percent (2.50%) across the board.

ARTICLE 21 - RETIREMENT PLAN

<u>Section 1.</u> The Employee shall contribute one and one half percent (1.50%) and the Employer shall contribute six percent (6%) of gross wages for each pay period to the Tax Sheltered Annuity Account (currently with The American Funds) of any employee who elects to participate by selecting a specific applicable plan. In addition, should an employee's contribution exceed six percent (6%), the Employer will match that contribution up to a maximum of ten percent (10%) effective January 1, 2015.

Effective January 1, 2017 the Employer will match said contribution up to a maximum of ten and one quarter percent (10.25%).

Effective January 1, 2018 the Employer will match said contribution up to a maximum of ten and one quarter percent (10.25%).

Section 2. The Employer shall provide all employees working at least twenty (20) hours per month, with a long-term disability insurance benefit providing payments to the Employees equal to the benefits as described in Appendix B.

ARTICLE 22 - INSURANCE

Section 1. Health, Dental, and Vision Insurance.

 (a) During the term of this Agreement, the Employer shall maintain an employee and dependents plan providing health, dental and vision insurance benefits for each regular full-time employee choosing to enroll for coverage, with the remainder of premium and uninsured costs borne by the employee in accordance with paragraph (c) of this section, provided the employee earned one hundred thirty (130) hours of wages or benefit compensation in the previous month.

- (b) The plan will contain an annual one thousand five hundred dollars (\$1,500) deductible for the individual and \$3,000 for the family The Employer will reimburse, up to one thousand dollars (\$1,000.00) of the individual deductible or up to \$2,000 of the family deductible, not to exceed \$2,000 in a calendar year, but only after the Employee pays the first \$500 of the individual deductible or \$1,000 of the family deductible. Claims must be submitted to the District's administrator for processing with the appropriate documents and within 90 days of the end of the calendar year. Before substantive changes are implemented, the Employer will notify the Union immediately. The Union will then have fourteen (14) days to notify the Employer of its intent to negotiate over the changes.
- (c) Effective September 1, 2016 Employer's contribution shall be one hundred percent (100%) of the cost of coverage for the Employee only and ninety percent (90%) for either the additional cost of coverage for the Children of the Employee, the additional cost of coverage for the Employee's Spouse OR the additional cost of coverage for the family of the employee.
- (d) Effective September 1, 2016, an Employee covered by another qualified health plan may elect to opt out of the coverage plan offered by the Employer. The Employer shall pay an Employee, who opts out, a monthly wage increase payment equal to 30% of the cost of the Employee Only monthly premium rates for the medical, dental, prescription and vision dental plans offered under (b). Such sum will be subject to all applicable withholding and taxes. An Employee on leave, without pay, is not entitled to this payment. An Employee, who opts out, may later enroll in the plan, but only at such time as is permitted under the terms of the plan then in place. In such case the above described payment will cease.

<u>Section 2. Life Insurance.</u> The Employer shall provide \$20,000.00 of group term life insurance for each regular full-time employee and \$4,000.00 of group term life insurance for each insured dependent of such employees at no cost to the employee.

<u>Section 3. Federal Medicare Contributions.</u> The Employer shall deduct one and forty-five one hundredths percent (1.45%) of all employees' gross wages for required Federal Medicare contributions. The Employer shall match such 1.45% of gross wages Federal Medicare contributions as required by law.

<u>Section 4. Accident and Disability Insurance</u>. The Employer shall provide each regular full-time employee with group accident and disability insurance, providing benefits in the case of a disabling injury or accident, at no cost to the employee.

<u>Section 5. Regular Part-Time Employees.</u> Regular part-time employees are not eligible for the health/dental/vision, life and accident/disability provided in Sections 1, 2, and 4 herein above.

ARTICLE 23 - UNIFORMS

<u>Section 1.</u> The Employer in its discretion may determine the design and type of required employee Transit Operator and Para-Transit Operator uniforms and logo patches. Regular full-time Transit Operators and Para-Transit Operators shall receive a uniform distribution of at least three (3) shirts, and one (1) jacket, hat or stocking cap and name tag at no cost to employees. Regular part-time employees shall receive at least one (1) shirt, hat or stocking cap and name tag at no cost to Employees. All employees shall provide their own trousers, shoes, belt and driving gloves and regularly maintain their uniforms in a clean and repaired state in accordance with the District Dress Code Policy. The Employer will replace these items on an exchange basis at such intervals as the Employer determines appropriate.

<u>Section 2.</u> Additionally, all Operator employees seasonally will be allowed to wear light and comfortable shirts, blouses, pants and culottes during the Summer and appropriately warm jackets, pants and culottes during the Winter.

<u>Section 3.</u> The Employer shall provide and maintain such special protective clothing and devices as are necessary to protect the health and safety of employees while performing their duties.

<u>Section 4.</u> Coveralls for shop maintenance employees shall be provided and maintained by the Employer at no cost to the employees.

<u>Section 5.</u> The Employer shall provide each mechanic an eighty-dollar (\$80.00) bi-annually cash allowance to be used for the purchase of safety shoes or boots.

ARTICLE 24 - HEALTH AND SAFETY PROVISIONS

<u>Section 1.</u> The Employer shall maintain clean, sanitary and safe facilities and vehicles for use by the employees. All reports made by employees of unsafe job or vehicle will be in duplicate with a copy being retained by reporting employee.

<u>Section 2.</u> The Employer shall not require an employee to perform his/her duties in an unsafe manner.

<u>Section 3.</u> Safety Committee. A committee of two (2) employees and two (2) management representatives shall constitute a Safety Committee. Two (2) alternate members shall also be designated by the employees and management to serve during the absence of any regular member. Extra Board members shall not serve on the Safety Committee. The Safety Committee shall meet at least monthly to develop safe working conditions and practices. All accidents and incidents shall come before the Safety Committee for determination. Any decisions by the Safety

Committee shall be by majority vote of the committee. Committee membership shall be rotated annually.

<u>Section 4. Awards.</u> The committee shall have the authority to draft an awards program in which awards and/or special recognition can be given to Transit Operators, Para-Transit Operators and Maintenance Department employees who have demonstrated an outstanding accident/incident free record during the year at the cost of the Employer. The program will be subject to the Employer's final approval, which shall not be unreasonably withheld.

ARTICLE 25 - RESTROOMS

The Employer will ensure that restrooms are available on each route and shall be available to the employees on all shifts.

ARTICLE 26 - HOLIDAYS

<u>Section 1.</u> All employees shall receive the following paid holidays:

- (a) New Year's Day
- (b) Presidents' Day
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Christmas Day

January 1st Third Monday in February Last Monday in May July 4th First Monday in September Fourth Thursday in November December 25th

- (h) Each employee shall be entitled to two floating holidays agreed to by both the employee and management.
- (i) When a major holiday falls on Sunday, the employee will receive Monday off with pay.
- (j) If an employee works a holiday, the employee shall receive a paid floating day agreed to by both the employee and management.

<u>Section 2.</u> Holiday Pay. All regular full-time employees shall receive eight (8) hours straight time pay at their regular hourly rate for each paid holiday, regardless of whether they perform work on such days, provided that they either work or are on an approved leave on their last scheduled shift immediately prior to and first scheduled shift immediately following the day a holiday is observed pursuant to Section 1 of this Article. Regular part-time employees shall receive pro-rated holiday pay. Regular full-time and regular part-time employees who are required to work on the day a holiday is observed, shall be considered as performing overtime work and shall additionally be paid for such holiday hours of work at one and one-half (1.5) times the employee's regular rate.

<u>Section 3</u>. Furlough Day. Veteran's Day Holiday (as set by Federal Law) shall be an unpaid furlough day for all employees. Provided, that should the holiday fall on a scheduled day off for an employee, the employee shall take the next scheduled workday off as an unpaid furlough day.

ARTICLE 27 - VACATIONS

<u>Section 1.</u> Regular full-time employees shall receive paid vacation at the following rates of accrual based upon length of employment. The following vacation hours shall be credited to the employee's record on the first pay period following the completion of the periods of continuous employment as set forth in the following table. Employees who are receiving a specific vacation accrual rate on the effective date of this amended Agreement under previous personnel policy, shall continue to enjoy that rate until their length of employment, as set forth in Appendix A27, qualifies them for the vacation rates set forth below:

Length of Employment	Vacation Hours
At the end of 6 months	20 hours
At the end of 12 months	40 hours
At the end of 24 and 36 months	80 hours per year
At the end of 48, 60, 72, 84, and 96 months	120 hours per year
At the end of 108 months and annually thereafter	160 hours per year

<u>Section 2.</u> All vacation benefits will be credited to the employee's record, as set forth in Section 1, each year based upon his/her seniority at that time as determined by Article 11, Section 2(b), and are available for use by the employee immediately. Unused vacation time may be accumulated in a maximum amount of two (2) years accrual. Any amount of accrual over that maximum amount will be void unless special circumstances, such as illness, etc., approved in writing by the General Manager, have prevented the employee from using the accrued vacation hours within the two (2) year period.

ARTICLE 28 - SICK LEAVE

<u>Section 1</u> Sick leave with pay for employees shall be determined in the following manner:

(a) Regular full-time shall be eligible for sick leave with pay immediately upon accrual;

(b) Regular full-time employees shall receive paid sick leave at the rate of eight (8) hours sick leave for each full month they receive at least one hundred thirty (130) hours of compensation;

<u>Section 2.</u> Employees who have earned sick leave shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance to members of the employee's immediate family (employee's parent, spouse, children, brother, sister, or another member of the employee's immediate household) where the employee's

presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to ensure that he/she makes other arrangements for the immediate family member's care within a reasonable period of time.

Employees shall be allowed to use accumulated sick leave in case of absence due to illness or injury. However, employees shall contact their Supervisor, if possible, at least one (1) hour before the employee's assigned shift is to begin, notifying the Employer of their absence and anticipated return. In the event that the Supervisor cannot be contacted, the employee shall contact the BTS office. Employees shall also contact the BTS office by no later than 4:00 p.m. for return work for the next day. Employees on sick leave shall not be contacted by management during their absence to ascertain availability, unless the employee failed to report his/her status at least once a week.

<u>Section 3.</u> Certification of an attending physician or practitioner may be required by the Employer to support the employee's claim for sick leave if the employee is absent in excess of four (4) consecutive work days, or if the Employer has reason to believe that the employee's return to work would be hazardous to the employee or fellow employees.

In the case of pregnancy and other serious physical and mentally disabling conditions, the Employer may also require a certificate from the attending physician or practitioner, or another physician selected by the Employer at its expense, to determine if the employee should be allowed to continue or return to work. Employees who return to work after an attending physician has prescribed drugs which may impair driving ability must comply with Basin Transit Drug Testing Policies.

<u>Section 4. Sick Leave Exhausted</u>. Employees who exhaust sick leave may opt to use vested vacation hours, before requesting sick leave without pay for a period of up to one (1) year.

<u>Section 5. Workers' Compensation Payment.</u> Salary paid for a period of sick leave resulting from a condition incurred on the job shall be equal to the difference between Workers' Compensation for lost time and the employee's regular salary rate. Prorated charges shall be made against vested sick leave. If the employee exhausted sick leave while in this status, the employee shall be allowed to utilize vested vacation leave at the same pro-ration.

<u>Section 6. Job Protection for On-the job Illness or Injury.</u> An employee who has sustained a compensable injury or illness shall be reinstated to a position in their former employment if:

- (1) the employee obtains a release from the attending physician allowing the individual to return to his/her regular employment;
- (2) the employee makes a written demand for reinstatement within seven (7) days of the employee's receipt of the physician's medical release to return to work;
- (3) such demand is also made within three (3) years of the employee's original on-the-job illness or injury;

- (4) the employee has not refused an offer from the Employer of light duty or modified work which was suitable prior to becoming medically stationary;
- (5) the employee has not participated in vocational assistance or accepted suitable full-time employment with another employer after becoming medically stationary;
- (6) if such former employment positions still exist and the employee can reasonably perform the required duties. In the event that the Employer cannot reinstate an employee to a position in his/her former employment, the Employer will offer such employee other suitable and available employment in accordance with the employee's ability and seniority.

Section 7. Unused Sick Leave.

Unused sick leave shall be paid to the employee as follows:

- (a) Employees retiring after ten (10) years of service shall receive payment for fifty percent (50%) of accumulated unused sick leave, unless the Employer has entered participation in the Oregon Public Employees Retirement System (PERS) at that time, in which case employees shall receive a fifty percent (50%) credit of the value of such accumulated unused sick leave added to their PERS "final average salary" calculation in lieu of payment.
- (b) Employees who are forced to terminate their employment due to non-jobrelated permanent and total disability after five (5) years of service shall receive payment for fifty percent (50%) of accumulated unused sick leave.
- (c) Employees who are forced to terminate their employment due to permanent and total disability arising from job-related illness or injury found to be compensable under Workers' Compensation benefits or Federal Social Security shall receive payment for one hundred percent (100%) of their accumulated unused sick leave, unless the Employer has entered participation in the Oregon Public Employees Retirement System at that time, in which case they will receive payment for fifty percent (50%) of their accumulated and unused sick leave and the remainder will be credited to their PERS "final average salary" calculation in-lieu-of payment.
- (d) Commencing January 1, 2017; employees hired or rehired after January 1 will have a maximum cap on sick leave accumulation equal to 6 months salary, based on the immediate past 6 months. This provision will not affect employees already employed as of January 1, 20017.

ARTICLE 29 - HARDSHIP SICK LEAVE

Employees may donate accumulated vacation leave to an employee, who, as a result of serious illness or injury, has or is about to exhaust accumulated sick and vacation leave. The donated vacation leave shall be donated in increments of two (2) hours and such donated leave will be accredited by converting donated leave to a cash value and then said cash value converted and credited to the donated employee's leave account.

ARTICLE 30 - BEREAVEMENT LEAVE

Regular full-time employees shall be allowed to use the following leave periods for any period of absence from employment needed to attend the funeral and wake and other immediate customary obligations arising during the same period of absence from a death in the immediate family (parent, spouse, children, stepparents, stepchildren, grandparents, grandchildren, brother, sister) of the employee or the employee's spouse or another member of the immediate household:

- a) Three (3) days of paid leave for attendance within 100 miles of the district office;
- b) Four (4) days of paid leave for attendance over 100 miles and within 750 miles of the district office;
- c) Five (5) days of paid leave for attendance over 750 miles of the district office;

Regular part-time employees who work at least forty (40) hours per pay period shall receive prorated bereavement leave.

ARTICLE 31 - FAMILY MEDICAL AND PARENTAL LEAVE

<u>Section 1.</u> A regular full-time employee, and a regular part-time employee who works an average of at least twenty-five (25) hours per week shall be granted a family medical leave of absence of up to twelve (12) weeks within a one-year period to care for a seriously ill spouse, parent, parent-in-law or child, or a sick child requiring home care.

<u>Section 2.</u> An employee parent shall be granted a parental leave of absence of up to twelve (12) weeks following the birth date to care for a new baby. In the case of adoption, up to twelve (12) weeks following the date the adoptive parent takes custody of a child under age six (6) shall be granted.

Section 3. Parental leave time can be split by the two (2) parents, and such leaves can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management, more than twelve (12) weeks.

<u>Section 4.</u> During the period of family medical or parental leave, the employee is entitled to use accrued vacation leave or leave without pay, and employees on parental leave may also use accrued paid sick leave.

ARTICLE 32 - COURT DUTY

<u>Section 1.</u> Employees shall be granted leave with pay for the time required to attend court in response to a jury summons or service on a jury, if selected as a member.

<u>Section 2.</u> Employees who are not plaintiffs or defendants shall be granted leave with pay when required to appear before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, less the amount of any money the employee shall receive as a witness fee or fees, but not mileage or other expenses.

ARTICLE 33 - LEAVE FOR INCLEMENT WEATHER CONDITIONS

Section 1. When weather conditions require the closing or curtailing of operations, which result in employees being released by the Employer to go home after the employee has reported to work, the employee shall be paid for a minimum of two (2) hours after reporting for his/her regularly scheduled shifts(s).

<u>Section 2.</u> Should weather conditions continue the Employer shall make every effort to notify employees in advance of the start of their regularly scheduled shifts as to when operations are expected to resume or whether employees are to remain on leave without pay or utilize earned vacation paid leave.

ARTICLE 34 - LEAVE OF ABSENCE

In instances where the work of the Employer shall not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence, without pay, for up to ninety (90) calendar days for education, travel or other personal reasons, except for full-time employment with another employer. Extensions in additional ninety (90) day increments may be granted by the Employer if it is deemed to be in the best interest of the Employer. While seniority shall not be broken, it shall not accrue pursuant to Article 11 - Seniority during any leave of pay in excess of ninety (90) calendar days (excluding parental and military leave in accordance with law and sick leave without pay due to extended illness or injury), and seniority shall be frozen as of the date the employee exceeds ninety (90) calendar days leave without pay.

ARTICLE 35 - RELIEF WORK

The Employer shall endeavor to provide such relief workers as are required to allow for an employee's scheduled time off, except for routine rest and lunch breaks during the employee's shift.

ARTICLE 36 - PASSES

<u>Section 1.</u> Employees and family shall be eligible for passes for use in their personal transportation on District buses. The issuance of family passes shall be limited to no more than four (4) passes per employee per month. If requested, an employee who retires after ten (10) years of continuous service to the District shall also be eligible for passes for said former employee and their spouse.

<u>Section 2.</u> Employee/family passes have no monetary value. If not used for any reason, such passes may not be transferred to another person outside of an employee's immediate family.

ARTICLE 37 - GOVERNMENT REGULATIONS

<u>Section 1.</u> The Employer, the Union and employees shall observe all Federal, State and local laws with regard to the operation of the Employer transit district and pertinent safety, vehicle and traffic regulations. Neither the Employer nor the Union shall encourage or require any employee to violate any of said laws and regulations.

- Section 2. (a) Once every year, the Employer will pay the cost of the medical card renewal physical for each employee required to hold a CDL as a term of their employment. The physicals will be provided through Klamath Basin Immediate Care or the Employer will reimburse the employee for such a physical in the amount of \$120.00.
 - (b) Once every eight (8) years, the Employer will pay the cost of the CDL renewal for each employee required to hold a CDL as a term of their employment.

<u>Section 3.</u> Employees arrested or given a citation for violation of vehicular laws shall make a written report of such arrest or citation within thirty (30) days after conviction, and a copy of the citation and conviction shall be supplied in conjunction with the report.

ARTICLE 38 - SEPARABILITY

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, but shall apply only for the specific article, section, or portion thereof, as specified in the decision. Upon the issuance of such decision, the parties agree immediately to renegotiate a substitute for the invalid article, section or portion thereof.

ARTICLE 39 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect during the three (3) year period from July 1, 2016 through June 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by no later than January 2^{nd} of the year of expiration of this Agreement that it desires to modify this Agreement. This Agreement shall remain in full force and effect and be effective during the period of negotiations. This Agreement shall not be opened during the term of this Agreement, except as provided hereinabove or by mutual agreement of the parties.

ARTICLE 40 - SCOPE OF AGREEMENT

The Union and the Employer acknowledge that pursuant to their statutory obligations to bargain in good faith, they have had the opportunity to present and discuss proposals. This document constitutes the sole and complete Agreement between the Union and the Employer resulting from these negotiations and it embodies all terms and conditions concerning the employees in the bargaining unit. SEIU LOCAL 503, OPEU

BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT

Kent Jensvold - Local 777 President

Ernest L. Palmer General Manager Date:_____

Sandra Marks- Bargaining Team

Starla Davis Assistant Manager Date:_____

William Reid - Bargaining Team

Eugene Griffith Field Supervisor Date:_____

Jimmy Holcomb - Bargaining Team

Nathan Ratliff Attorney for Basin Transit Service Date:_____

Vanessa Herriott SEIU Local 503 Chief Negotiator Date:_____ James R. Uerlings Chair, BTS Bargaining Team Date:_____

Brian Rudiger SEIU Local 503 Executive Director Date:_____

APPENDIX A- WAGE RATES

2016 Wage

RATES		2016 V	Wage		
Classification Transit & Para Transit	Step		2016/17 Wage	2017/18 Wage	2018/19 Wage
First Month	1	10.44	10.67	10.91	11.18
At The End of 1 Month	2	12.02	12.29	12.57	12.88
At The End of 6 Months At The End of 12	3	13.65	13.96	14.27	14.63
Months At The End of 24	4	15.29	15.63	15.98	16.38
Months At The End of 36	5	16.44	16.81	17.19	17.62
Months At The End of 60	6	17.05	17.43	17.82	18.27
Months	7	17.45	17.84	18.24	18.70
At The End of 120 Months	8	17.79	18.19	18.60	19.07
At The End of 240					
Months	9	18.15	18.56	18.98	19.45
Thereafter	10	18.52	18.94	19.37	19.85
Mechanic					
First Month	1	16.66	17.03	17.41	17.85
At The End of 1 Month	2	18.02	18.43	18.84	19.31
At The End of 6 Months At The End of 12	3	19.50	19.94	20.39	20.90
Months At The End of 24	4	20.78	21.25	21.73	22.27
Months At The End of 36	5	21.92	22.41	22.91	23.48
Months	6	23.82	24.36	24.91	25.53
At The End of 60 Months	7	24.10	24.64	25.19	25.82
At The End of 120 Months	8	24.58	25.13	25.70	26.34
At The End of 240	_				
Months	9	25.07	25.63	26.21	26.87
Thereafter	10	25.57	26.15	26.74	27.41
Maint Helper		10.5-			
First Month	1	10.95	11.20	11.45	11.74
At The End of 1 Month	2	11.46	11.72	11.98	12.28
At The End of 6 Months At The End of 12	3	11.99	12.26	12.54	12.85
Months At The End of 24	4	12.59	12.87	13.16	13.49
Months At The End of 36	5	13.16	13.46	13.76	14.10
At The End of 50 Months At The End of 60	6	13.69	14.00	14.32	14.68
Months	7	14.02	14.34	14.66	15.03

APPENDIX A- WAGE RATES (cont'd) At The End of 120					
Months At The End of 240	8	14.30	14.62	14.95	15.32
Months	9	14.58	14.91	15.25	15.63
Thereafter	10	14.88	15.21	15.55	15.94
PT Maint Helper					
First Month	1	11.15	11.40	11.66	11.95
At The End of 1 Month	2	11.67	11.93	12.20	12.51
At The End of 6 Months At The End of 12	3	12.22	12.49	12.77	13.09
Months At The End of 24	4	12.85	13.14	13.44	13.78
Months At The End of 36	5	13.43	13.73	14.04	14.39
Months At The End of 60	6	13.97	14.28	14.60	14.97
Months At The End of 120	7	14.30	14.62	14.95	15.32
Months At The End of 240	8	14.58	14.91	15.25	15.63
Months	9	14.88	15.21	15.55	15.94
Thereafter	10	15.18	15.52	15.87	16.27
Part Time Relief					
First Month	1	12.14	12.41	12.69	13.01
At The End of 1 Month	2	13.65	13.96	14.27	14.63
At The End of 6 Months At The End of 12	3	15.69	16.04	16.40	16.81
Months At The End of 24	4	17.83	18.23	18.64	19.11
Months At The End of 36	5	19.30	19.73	20.17	20.67
Months At The End of 60	6	19.97	20.42	20.88	21.40
Months At The End of 120	7	20.61	21.07	21.54	22.08
Months At The End of 240	8	21.02	21.49	21.97	22.52
Months	9	21.44	21.92	22.41	22.97
Thereafter	10	21.87	22.36	22.86	23.43

APPENDIX B - LONG TERM DISABLITY

Long Term Disability Insurance

Summary of Terms

Coverage – All full and part time (minimum 20 hours a month) employees

Elimination Period – 180 days before benefits begin

Benefits Paid – 60% of monthly earnings of \$5,000 per month maximum

Maximum Benefit Duration – To age 65

Evaluation Period -24 months. Evaluation is made and benefits no longer paid if employee is fit and able to work in an equal position with equal pay/benefits. If not able to work, benefits continue.

APPENDIX C - PERSONNEL RECORD FORM

PERSONNEL RECORD

DATE		
NAME:		SS NUMBER:
ADDRESS:		
PHONE:		BIRTH DATE:
IN AN EMERGENC	Y NOTIFY:	
ADDRESS:		
PHONE:		RELATIONSHIP:
	TO BE C	COMPLETED BY THE SUPERVISOR
EMPLOYEE CLASS	SIFICATION	:
HOURLY RATE:		
DATE STARTED:		CIRCLE ONE: Permanent Temporary
CIRCLE ONE:	Full Time	Part Time
		Supervisor Signature
		END OF EMPLOYMENT
CIRCLE ONE:	Resigned	Terminated DATE:
REMARKS:		

<u>Index</u>

ARBITRATION	6
BEREAVEMENT	20
COURT DUTY	
DISCIPLINE AND DISCHARGE	5
DUES	2
FAIR SHARE	
GOVERNMENT REGULATIONS	
GRIEVANCE	
HARDSHIP	
HEALTH	
HOLIDAYS	
HOURS OF WORK	
INCLEMENT	
IN-LIEU-OF-DUES	
INSURANCE	
JOB SHARING	
LEAVE OF ABSENCE	21
LEAVE WITHOUT PAY	
MAGEMENT'S RIGHTS	
OUT OF CLASS PAY	
PARENTAL LEAVE	20
PASSES	
PERSONNEL RECORDS	
RECOGNITION	1
RELIEF WORK	21
RESTROOMS	
RETIREMENT	13
SENIORITY	
SETTLEMENT OF DISPUTES	6
SICK LEAVE	17
TERM OF AGREEMENT	
UNIFORMS	
UNION RIGHTS	2
UNION SECURITY	2
VACANCIES	10
VACATIONS	17
WAGES	7, 12-14
WORK HOURS	11