



COLLECTIVE BARGAINING AGREEMENT

Between

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

And

Basin Transit Service

Expires June 30, 2025

Member Resource Center – 1-844-503-SEIU (7348)

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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

Section 1. Bargaining Unit Members. 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, , Part Time Relief, Mechanic, Dispatcher, Finance Clerk, and Maintenance Worker and excluding supervisory, confidential, and management personnel as defined by ORS 243.650 (6) and (23).

Section 2. Bargaining Unit Work. 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

Section 1. 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, gender identity, 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

Section 1. Membership. Bargaining unit members who are members of the Union shall remain members in good standing. Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the Employer receives will be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

Section 2. Any written, electronic or recorded oral dues authorizations submitted that contains the following provision will cease only upon compliance by the employee with the stated condition as follows:

“This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.”

Section 3. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by the close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the pay period following the submission of such list.

Section 4. The deductions collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem Headquarters ten (10) days after such deductions are made. This information shall be provided in electronic format. This statement shall include the following information for every bargaining unit employee:

Name of Employee
Job Classification
Employee Identification Number
Date of Birth
Gross Pay
Regular/Base Pay
Hire Date
Work phone number and email address
Work location
Home phone number and home address
Full-time or part-time status
Amount of dues deducted from regular/base pay
Amount deducted from regular/base pay
Membership status
Regular Hours worked

Section 5. The Employer will send or email 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.

Section 6. The Union agrees to indemnify and hold the Employer harmless for any loss arising from the operation of this Article.

ARTICLE 5 - UNION RIGHTS

Section 1. Union Stewards. 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.

Section 2. Leave for Union Activity. 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.

Section 3. Bulletin Boards. 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.

Section 4. Visits by Union Representatives. 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.

Section 5. Joint Labor-Management Committee. In recognition of the benefits of ongoing communication and collaboration, a joint Labor-Management Committee shall be established. The Labor-Management Committee will consist of up to three (3) bargaining unit representatives, one (1) SEIU Local 503, OPEU representative to be appointed by the Union and up to four (4) Employer representatives appointed by Basin Transit Service.

In order to facilitate communication between the parties, the committee shall meet regularly, at least once a calendar quarter, provided however, that both parties exchange agenda items one week prior to the scheduled meeting, or when mutually agreed upon by all parties. The BTS/SEIU employees appointed to the Labor-Management Committee shall be in pay status during time spent in committee meetings.

Labor-Management Committee meetings are a non-bargaining forum; its members do not have the authority to bargain on behalf of BTS or the Union. The Committee shall not have power to contravene any provision of the Collective Bargaining Agreement. Unless otherwise provided, no discussion or review of any matter by the Committee shall forfeit or affect the time frames related to the grievance procedure. The activities and results of the Labor-Management Committee shall not be cited as precedent setting unless mutually agreed upon by all parties.

Any meeting minutes produced will be drafted by Union representatives, reviewed and approved by the General Manager, signed by the representatives of both the Union and BTS, and then posted on the Union Bulletin Board no later than seven (7) days after the meeting.

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; and
- (i) All other activities necessary to assure the efficient operation of Basin Transit Service

ARTICLE 7 - EMPLOYER AND EMPLOYEE RESPONSIBILITIES

Section 1. 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.

Section 2. 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

Section 1. An employee may, upon written request, inspect the contents of their 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.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. An employee may include in their 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.

Section 6. 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.

Section 2. Required Information. 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.

Section 3. Union Representation. 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.

Section 4. Investigative Hearing. In case of alleged or suspected misconduct, or chargeable incident/accident (defined as causing appreciable damage in the reasonable discretion of the Supervisor) 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 paid suspension or not, the Employer will conclude the investigation in a timely, reasonable manner not to exceed twenty-four (24) calendar days. This timeline may be extended through mutual agreement between the Employer and the Union; this agreement shall not be unreasonably withheld.

Section 5. Progressive Discipline. The principles of progressive discipline shall be used, except for when prohibited by law. Discipline shall include, but not be limited to:

- (a) written reprimands
- (b) denial of annual performance pay increase
- (c) reduction in pay
- (d) demotion
- (e) suspension with or without pay
- (f) dismissal

Section 6. Discipline Appeals. An employee reduced in pay, demoted, suspended without pay or dismissed shall receive written notice of the proposed discipline with the specific charges and facts supporting the proposal and be given eighteen (18) calendar days 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 or other employees of the District. This timeline may be extended through mutual agreement between the Employer and the Union; this agreement shall not be unreasonably withheld.

Section 7. Discipline Grievances. Notwithstanding 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.

Section 8. Notification. The Employer shall have the following statement appear on all dismissals and disciplinary actions 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

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

Step 1. 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. The written grievance shall contain the following:

- (a) A description of why the employee believes there is a dispute;
- (b) The specific article or section of the agreement that has allegedly been violated, the specific facts relied upon to establish the basis for the alleged violation, and a description of how the specific facts relied upon, have violated the contract;
- (c) The remedy requested; and
- (d) The employee's signature.

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.

Step 2. 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.

Section 2. 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.

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

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

ARTICLE 11 - SENIORITY

Section 1. 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) Subject to Section (b) below, seniority shall be calculated from an employee's last date of hire into a job classification.
- (b) Wages, benefits, and leave accruals shall not be calculated based upon seniority, but in accordance with Section 20, or as otherwise set forth in this agreement.
- (c) Regarding all other seniority rights, an employee's seniority shall be calculated from the date of permanent hire into a particular classification.

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

- (a) Job classification
 - 1. Transit operator (Includes all drivers including, but not limited to, fixed route drivers and paratransit drivers)
 - 2. Part-time Relief
 - 3. Mechanic
 - 4. Lead Mechanic
 - 5. Maintenance Worker
 - 6. Dispatch
 - 7. Finance Clerk
- (b) Work assignment picks
- (c) Layoff and recall
- (d) Vacation priority

Section 4. 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 seniority within each classification(s).

Section 5. 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.

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

Section 7. 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, subject to approval by management.

ARTICLE 12 - JOB CATEGORIES

Full-Time Employees: Employees assigned to full-time positions, which at the time of assignment are regularly anticipated to require not less than sixty (60) hours of work per pay period, and are identified as full-time positions by Employer.

Part Time Relief: Employees who are available on the Extra Board (Article 15) to fill in for the temporary absence of the regular, full-time Transit Operators, and other work as needed. These employees shall not be considered full-time employees.

Probationary Employees: Upon hiring, employees shall be placed upon a probationary period of six (6) months. In the event a part-time employee is hired as a full-time employee, that employee shall not be required to start a new probationary period of six months and any probationary period spent as a part-time employee shall count toward the total six month probationary period. A probationary employee may request the Employer to reduce their probationary period to three (3) months based upon exceptional qualifications and prior experience, and the Employer shall give such request reasonable consideration.

Temporary Employees: Employees who are hired for a limited time, usually six (6) months or less by the employer on an "as-needed" basis for special projects or emergencies to protect the public or maintain services. Temporary employees hired shall not displace current employees or their work assignment. Hours of such employees are determined by the employer. Temporary employees are not eligible for any benefits under the agreement and do not acquire any seniority rights.

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.

Section 2. Job sharing is a voluntary program. Any full-time employee who wishes to participate in job sharing may submit a written request to the Employer to be considered for job share positions. Job share participation is subject to Employer approval. Requests for job share shall not be arbitrarily denied. The job share position shall be assigned seniority based upon the most senior job-sharing employee.

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

Section 4. 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 pay period, 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 - QUARTERLY BID

Section 1. Employees shall bid AM or PM shifts and days off quarterly.

Section 2. Pick Day .

In recognition of the scheduling and economic burdens that the “pick” day incurs, employees will no longer be entitled to receive picked days off after July 1, 2022. Cessation of the pick will allow more flexibility to design a shift bidding process that meets the goals of the PIT in organizational efficiency and driver satisfaction.

Section 3. Transit operators shall undertake the quarterly bid process as applicable.

Section 4. Persons allowed to attend quarterly bid shall include employees making pick or their proxies, an Employer observer and a Union observer.

Section 5. If an employee eligible to bid or their proxy fails to attend bid, the Employer and the Union observer shall bid for the absent employee by mutual agreement.

Section 6. The order of the bid shall be determined by classification seniority, as described in Article 11 - Seniority.

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

Section 8. Employees shall not be entitled to receive picked days off.

Section 9. If, during this Agreement, the Employer significantly expands or reduces routes or services, the Employer shall notify the Union. If, after notification by the Employer, the Union wishes to discuss changes to the existing quarterly bid process, the parties shall meet to determine appropriate changes or whether another bid must occur.

Section 10. Trading routes, shifts, or days off among employees may occur with the approval of the appropriate supervisor.

Section 11. Employees shall rotate down on shifts daily.

Section 12. If a vacancy or extended absence occurs during the bid quarter, the vacancy shall be filled in accordance with Article 15 - Extra Board Assignments.

Section 13. The Employer shall not remove an employee from their regular route or schedule without the employee's written consent, except in the case of an emergency.

Section 14. Methods of route bid (route rotation) shall be determined between the Union and the Employer.

Section 15. Employees who are scheduled to be off work for an entire quarter are not eligible to bid during that quarter.

Section 16. 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.

Section 17. 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

Section 1. The Employer shall establish an Extra Board composed of part-time relief employees working in the classifications of Transit Operator.

Section 2. 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 Operator. No Extra Board employee shall be permitted to work in excess of thirty-two (32) hours per week without the approval of his/her Supervisor. The ability to work in excess of thirty-two (32) hours per week shall be made available to Extra Board employees based on seniority.

- (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 who is ill shall not lose their position on the Extra Board list. The operator who informs the Employer 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. Reporting pay, as set forth in Article 18, Section 4 shall not constitute a worked shift.
- (c) All Extra Board work, contract work, trippers and special charter work shall be performed by Extra Board operators on rotation as identified above.

Section 3. It is the intention that no part-time relief employee be entitled to receive any benefit currently allocated only to full-time employees, such as, but not limited to, health insurance and paid vacation leave. If any law, rule or regulation, State, Federal or Local, is found to impact benefits eligibility for part-time employees to any of these benefits, the Union or the Employer may request the reopening of the negotiations of this article for mid-term bargaining.

Section 4. If a regular full-time vacancy occurs in Transit Operator 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.

Section 5. 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.

Section 6. 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.

Section 7. 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

Section 1. The work week shall commence at 12:01AM Sunday and end at midnight the following Saturday. Paid Holidays, as defined in Article 26 of this Agreement, shall not be counted toward overtime calculations.

Section 2. Unless reduced by operational necessity, a normal work week for AM shift employees shall be not more than forty (40) hours per week within a five (5) consecutive day schedule but not less than thirty (30) hours per work within a four (4) 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 (30) hours per week within a five (5) day schedule.

Section 3. Split shifts, relief work or charters shall be permitted, subject to approval by the Employer. Requests for Split shifts shall not be arbitrarily denied.

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

Section 5. Any employee working a six (6) consecutive day schedule in the same work week shall be compensated at the rate of one two dollars (\$2.00) per hour over the employee's regular rate of pay for hours worked on the sixth (6th) consecutive day.

Section 6. On-Call Duty Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.

An employee who is required to report to work to commence performing assigned duties from on-call duty status shall be paid a minimum of the equivalent of two (2) hours pay at the appropriate rate of pay computed from when the employee actually begins work.

ARTICLE 17 - ASSIGNED SHIFTS

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

Section 2. Terminal Points. 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

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

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

Section 3. Emergencies. 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 during the previous pay period 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)
- (g) Other reasonably similar requests approved by management.

Section 4. Reporting Pay. In accordance with Article 15 (2)(b), an employee scheduled to report to work on a given day, or who is called back to work after leaving at the end of their previous shift, and who actually reports, shall receive a minimum of two (2) hours of pay.

Section 5. Direct Deposit. All employees hired after July 1, 2022 shall be required to receive paychecks, draws or any other payment to which employee is entitled, via direct deposit, in accordance with the established practices of the management.

Section 6. Reporting Time Worked: All employees shall enter their worked hours in the electronic pay system for hours worked at the end of each shift worked, but in no event later than 72 hours prior to the pay date. In the event an employee is unable to report hours worked within that time period, they should notify the supervisor as soon as possible. In accordance with Bureau of Labor and Industries (BOLI), if employees did not submit time as required, employer cannot delay payment until they receive time sheets. It is the employer's responsibility to track hours worked and to pay all employees on regular paydays. However, other disciplinary measures may be taken if employee fails to timely submit information.

ARTICLE 19 – WORK OUT OF CLASSIFICATION

Section 1. When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than five (5) in a pay period (or the equivalent thereof for alternate or flexible schedules), the employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

Section 2. When assignments are made to work out-of-classification for more than five (5) in a pay period days (or the equivalent thereof for alternate or flexible schedules), the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Section 3. When an employee who is assigned the duties of a position at a lower level classification the employee will be compensated at the employee's current wage rate.

Section 4. An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

Section 5. Bargaining unit members assigned to in a management position shall not have their classification seniority affected if the assignment is for no more than sixty (60) days in a one hundred and eighty (180) period.

Section 6. Assignments of work out-of-classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

ARTICLE 20 - RATES OF PAY

Section 1. Wage Rates

- (a) Effective July 1, 2022, the pre-existing wage rates of all employees shall be increased by \$1.50 across the board.
- (b) Effective July 1, 2023, the pre-existing wage rates of all employees shall be increased by \$.75 across the board.
- (c) Effective July 1, 2024, the pre-existing wage rates of all employees shall be increased by \$.75 across the board.

Section 2. Longevity Recognition . The longevity-based increases and pay steps set forth in Appendix A end at 25 years of employment. BTS employees that reach 30 years will receive a one-time \$500 bonus to be paid on the paycheck immediately following their anniversary date.

Section 4. Overtime Assignment. Overtime shifts shall be offered on a rotating seniority basis.

Section 5. Training Differential. Employees who are assigned to train new employees shall receive an hourly differential of one dollar and fifty cents (\$1.50) per hour for time spent training.

Section 6. Passes/Tokens . All Transit Operators shall be required to sell transit tickets in conjunction with their regularly scheduled assigned duties. No employees shall receive additional compensation or benefits in any form in exchange for the sale or consignment of transit tickets.

Section 6. Pay Steps. During their first year of employment, all employees will be paid the wage rate set at Step 1.

Section 7. Inflation Stipend. All District Employees who have been employed at least 180 days as of July 1, 2022 shall receive a one-time inflation stipend of \$1,250 per employee.

ARTICLE 21 - RETIREMENT PLAN

Section 1. 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.

Section 2. Voluntary Employee retirement contributions will be placed into a qualified deferred compensation plan provided by the Employer. If the Employee chooses to contribute to said plan, the Employer shall make a matching contribution up to a maximum of four and 5/100ths percent (4.05%) into said qualified deferred compensation plan. Employees may make additional

voluntary contributions into said qualified deferred compensation plan to the extent allowed by law, but such additional voluntary contributions will not be matched by the Employer.

Section 3. Employer and Employee shall each make Social Security contributions as required by law.

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) At a minimum, 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. In the event that the Employer can provide insurance with greater coverage and benefits than those described in this subparagraph, the Employer may, at its option, provide the superior coverage to eligible employees, provided that the net deductible cost to employees is no greater than that provided in this paragraph. If the superior coverage provided has deductibles lower than \$1500 for the individual and \$3000 for the family, the Employer may reduce the amount to be reimbursed the employee on a dollar for dollar basis. For example, if the superior coverage has a \$500 deductible for the individual, there would be no reimbursement to the employee, but if there was a \$750 deductible for the employee, there would be a \$250 dollar reimbursement to the employee.
- (c) 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) In the event that the annual projected increased cost of health insurance premiums increases more than 7%, all parties agree that bargaining will be reinitiated for the purpose of renegotiating the respective contribution percentages of the Employer and the Employee towards health insurance premiums.

- (e) A designated Union representative shall have the annual opportunity to meet with the representative of the entity providing health insurance for the purpose of obtaining and/or providing information relating to plans and premiums.
- (f) 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.

Section 2. Life Insurance. 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.

Section 3. Federal Medicare Contributions. 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.

Section 4. Accident and Disability Insurance. 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.

Section 5. Regular Part-Time Employees. 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

Section 1. The Employer in its discretion may determine the design and type of required employee Transit Operator uniforms and logo patches. Regular full-time Transit Operators, , and Mechanics shall receive a uniform distribution of at least five (5) 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 three (3) shirts, 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, and otherwise use all clothing and uniforms 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.

Section 2. Subject to the provisions of the Policy Manual, all Operator employees seasonally will be allowed to wear light and comfortable clothing during the Summer and appropriately warm clothing during the Winter. Seasonally appropriate clothing shall be a topic for discussion with the Joint Labor-Management Committee.

Section 3. 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.

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

Section 5. The Employer shall provide each mechanic and maintenance worker a two hundred dollar (\$200.00) biennially cash allowance to be used for the purchase of safety shoes or boots, or for the repair or resoling of safety shoes or boots.

Section 6. Where the Lead Mechanic and Mechanics in the performance of their work are required to provide tools of the trade for repairing or updating automotive vehicles, small and large buses, and other equipment for the employer. Those employees that are regular, full-time employees in the classification of Lead Mechanic and Mechanic shall be reimbursed up to three-hundred and fifty dollars (\$350.00) per fiscal year, for receipted costs of updating, maintenance of their tools and toolboxes. Specialty tools and equipment which fall outside of the normal "tools of the trade" shall be provided by the employer. Employees must receive prior authorization from management for each reimbursable tool purchase. The employee may be required to produce the worn or broken tool, or any other tool requiring maintenance for inspection by management to receive reimbursement.

Section 7. Employer, in its sole discretion, may establish an annual stipend for additional work attire for employees.

ARTICLE 24 - HEALTH AND SAFETY PROVISIONS

Section 1. 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.

Section 2. The Employer shall not require an employee to perform their duties in an unsafe manner.

Section 3. 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.

Section 4. Incentive Programs. with the goal of improving safety, the committee shall have the authority to develop an incentive program in which special recognition, safety-focused merchandise and/or non-monetary awards can be given to Transit Operators, and Maintenance Department employees. The safety-focused merchandise and non-monetary awards shall be a subject of the Labor-Management Committee. 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 a restroom is available on each route and shall be available to the employees on all shifts.

ARTICLE 26 - HOLIDAYS

Section 1. All employees shall receive the following paid holidays:

- | | | |
|-----|------------------|-----------------------------|
| (a) | New Year's Day | January 1st |
| (b) | Presidents' Day | Third Monday in February |
| (c) | Memorial Day | Last Monday in May |
| (d) | Juneteenth | Observed Public Holiday |
| (e) | Independence Day | July 4th |
| (f) | Labor Day | First Monday in September |
| (g) | Thanksgiving Day | Fourth Thursday in November |
| (h) | Christmas Day | December 25th |
-
- (i) Each employee shall be entitled to three floating holidays agreed to by both the employee and management. Floating holidays shall accrue on January 1 of each year, and will be prorated for employees beginning employment after January 1 of each year.
 - (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.

Section 2. Holiday Pay. All permanent (i.e. not temporary) 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 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.

ARTICLE 27 - VACATIONS

Section 1. 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:

<u>Length of Employment</u>	<u>Vacation Hours</u>
Beginning of Employment	4 hrs/month worked
At the end of 12 months	7 hrs/month worked

At the end of 48 months
At the end of 108 months

10 hrs/month worked
14 hrs/month worked

Section 2. All vacation benefits will be credited to the employee's record, as set forth in Section 1, each year based upon their seniority at that time as determined by Article 11, Section 2(b), and are available for use by the employee immediately upon completion of their probationary period. Unused vacation time may be accumulated in a maximum amount of three hundred thirty-six (336) hours of 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.

ARTICLE 28 - SICK LEAVE

Section 1. Sick leave with pay for employees shall be determined in the following manner:

- (a) Regular full-time employees 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;
- (c) Regular Part Time Employees shall be front loaded at 48 hours of sick leave January 1, each year. Regular Part-Time employees may carry over up to 48 hours of unused sick leave into the next year for a total of 96 hours each year. Newly hired regularly Part Time Employees shall receive sick leave prorated as of the date of hire; and
- (d) Regular Part Time employees shall be eligible to use their sick leave immediately upon accrual, except that newly hired Regular Part Time employees must wait until their ninety first day of their employment before becoming entitled to use sick leave;

Section 2. 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 their status at least once every 48 hours.

Section 3. 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 three (3) 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.

Section 4. Sick Leave Exhausted. 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.

Section 5. Workers' Compensation Payment. 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.

Section 6. Job Protection for On-the job Illness or Injury. 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 their 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 their 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-job-related 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) Employees hired or rehired after January 1, 2017 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, 2017.

ARTICLE 29 - HARDSHIP SICK LEAVE

Employees may donate accumulated vacation or sick leave to an employee, who, as a result of serious illness or injury, has or is about to exhaust accumulated sick and vacation leave, provided, however, that sick leave may not be donated in an amount that would cause the donating employee to have 40 hours or less of accrued sick leave after the donation. The donated 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 receiving employee’s leave account.

ARTICLE 30 - BEREAVEMENT LEAVE

Permanent (i.e. non-temporary) employees shall be allowed to use the following leave periods for absence(s) from employment needed to attend the funeral and wake and/or other immediate customary obligations arising from a death in the immediate family (parent, spouse/domestic partner, children, stepparents, stepchildren, grandparents, grandchildren, brother, sister) of the employee or the employee’s spouse/domestic partner 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;

ARTICLE 31 - FAMILY MEDICAL AND PARENTAL LEAVE

Section 1. Permanent employees who have worked an average of at least twenty-five (25) hours per week for six months (180 days), are eligible for a family medical leave of absence of up to twelve (12) weeks within a one-year period to care for a seriously ill spouse/domestic partner, parent, parent-in-law or child requiring home care.

Section 2. An employee is entitled to a parental leave of absence of up to twelve (12) weeks within a (12) month period to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability. Leave must be completed within (12) months after the birth or placement of the child. An eligible employee is not entitled to any period of family leave after the expiration of (12) months after birth or placement of the child.

Section 3. If any provision of this Article conflicts with Federal or State Law, the District will follow whichever is more beneficial to the employee.

Section 4. During the period of family medical or parental leave, the employee is entitled to use accrued vacation leave, accrued paid sick leave, or leave without pay.

ARTICLE 32 - MILITARY LEAVE

Upon application of the employee, the District will grant a leave of absence to members of the reserve components of the Armed Forces of the United States or the State of Oregon, or to an employee who leaves his/her employment with the District, whether voluntarily or involuntarily, to perform extended military duty. Such employees will be accorded all rights to which they are entitled under Oregon and Federal law, as may be amended periodically. Military leave shall be without loss of benefits or seniority for up to a total of fifteen (15) days per year, and the District will maintain insurance benefits ordinarily provided by the District to the employee during any military leave period which does not exceed fifteen (15) continuous days in a single calendar year. Employees electing to do so may take accrued vacation while serving on annual training duty to make up the differential, if any, between military pay and the employee's regular salary. In no event will this differential be paid for more than fifteen (15) days of training duty.

ARTICLE 33 - COURT DUTY

Section 1. 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.

Section 2. 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 34 - 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 their regularly scheduled shifts(s).

Section 2. 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 35- LEAVE OF ABSENCE

In instances where the work of the Employer shall not be seriously and negatively impacted 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 employment with another employer or self employment. 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 absence 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 36 – REST AND MEAL PERIODS

In accordance with OAR 839-020-0050, the District will provide to each non-driver employee, for each work period of not less than six or more than eight hours, a meal period of not less than 30 continuous minutes during which the employee is relieved of all duties. In addition, the District will also provide a rest period of not less than ten continuous minutes during which the employee is relieved of duties, without deduction from the employee's pay.

Driving employees recognize the District's exemption from said requirements, for the reason that the breaks would create an undue hardship on the District, and that industry practice and custom has established lesser periods.

ARTICLE 37 - PASSES

Section 1. 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.

Section 2. 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 38 - GOVERNMENT REGULATIONS

Section 1. 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 the physician chosen by the employee. The Employer will reimburse the employee for such a physical in the amount of \$160.00.
- (b) Once every eight (8) years, the Employer will pay the cost of the CDL renewal and applicable endorsements required to operate the Employer vehicles. Any additional endorsements, such as for watercraft and motorcycle operations are the responsibility of the employee.

Section 3. Employees arrested and/or given a criminal citation for Driving Under the Influence of Intoxicants or any other misdemeanor or felony crime involving the operation of a motor vehicle, or receiving a notice of a suspension of driving privileges, shall make a written report to the Employer of such arrest, citation and/or notice of suspension within three (3) days after such arrest, citation and/or notice of suspension and a copy of the citation or notice of suspension shall be supplied in conjunction with the report. In the event of a conviction relating to any arrest or citation described in this section, the Employee shall make a written report of the conviction to the Employer within three (3) days of conviction, including a copy of the conviction and any sentence order.

Section 4. Employees arrested or given a citation for any other violation of vehicular laws shall make a written report to the Employer of such arrest or citation within thirty (30) days after arrest or citations, and a copy of the citation shall be supplied in conjunction with the report. In the event of a conviction relating to any arrest or citation described in this section, the Employee shall make a written report of the conviction to the Employer within thirty (30) days of conviction, including a copy of the conviction and any sentence order.

ARTICLE 39 - 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 40 – CONSTRUCTION

Unless the context otherwise clearly indicates, pronouns used in the singular include the plural, and pronouns used in the plural includes the singular.

ARTICLE 41 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect during the three (3) year period from July 1,2022 through June 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by no later than January 2nd 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.

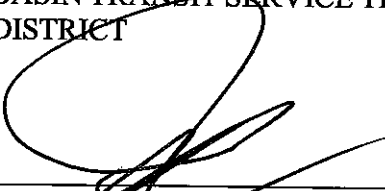
ARTICLE 42 - SCOPE OF AGREEMENT


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.

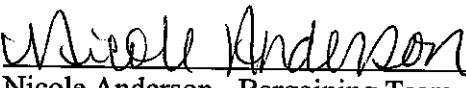
SEIU LOCAL 503, OPEU

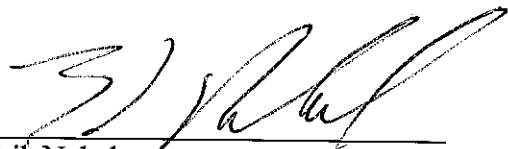
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT


Boyer Lievsay - Local 777 President

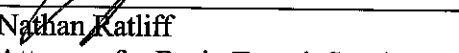

Adrian Mateos
General Manager
Date: FEB 22 2023

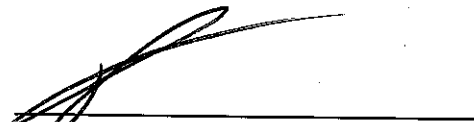

Laurie Finch - Bargaining Team

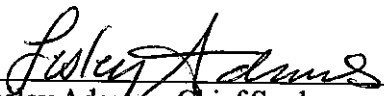

Nicole Anderson - Bargaining Team

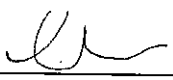

Erik Nobel
Chairperson BTS Board of Directors
Date: 1-31-2023


Tom Wyland - Bargaining Team


Nathan Katliff
Attorney for Basin Transit Service
Date: 1-31-23


Laurie Finch - Bargaining Team
Ken Weaver


Lesley Adams - Chief Spokesperson
SEIU Local 503, OPEU
Date: 1/26/23


Melissa Unger
SEIU Local 503 Executive Director
Date: 1/24/2023

APPENDIX A – LETTERS OF AGREEMENT

1) Article 13

Changes to article 13 take effect after the 2022 ratification of the contract. Employees engaged in job sharing prior to ratification are grandfathered in any may continue job sharing as is current practice.

2) Article 14 and Article 15

Section 1. Process Improvement Team (PIT)

It is recognized by both Basin Transit Service Transportation District (BTS) management representatives SEIU Local 503 that issues exist in relation to Articles 14 (Pick) and Article 15 (Extra Board Assignments), and that changes to the existing system, and improvements to the respective articles will likely lead to increased efficiency in both process and performance, and increase in driver satisfaction. Both parties recognize that the issues are complex and require collaborative effort to resolve. Due to the significant detail involved in developing and implementing necessary improvements, we outline a process to efficiently and comprehensively discuss, analyze and implement potential solutions. Both parties will collaborate on the development of a process intended to resolve current issues and concerns within the subject articles and related workplace processes and conditions.

BTS management representatives and SEIU Local 503 employee representatives agree to work collaboratively in an effort to improve the processes relating to contract language of Articles 14 (Pick) and Article 15 (Extra Board Assignment) after completion of negotiations of the 2022-2025 Collective Bargaining Agreement. Management and employees will work together on a Process Improvement Team (PIT). The team will meet within two weeks of tentative agreement of the collective bargaining agreement and then regularly every two (2) weeks for ninety (90) days from the date of the first meeting. The time may be extended by agreement of both parties for an additional 30 days if necessary.

Management will pay regular wages for three (3) employees of the union's choosing to participate on the PIT during normal work hours. Work by employees outside the formal PIT meetings will be on the employee's' own time and will not be compensated.

1. Both parties recognize the need to change the current scheduling system through reviewing, analyzing, planning and testing current processes and proposed improvements. Parties recognize that driver and route scheduling is crucial to BTS in order to maximize service availability and quality and minimize operational costs. Both parties further recognize that driver retention and safety is a part of that sustainable organization. The identification of these principles shall form the foundation for PIT discussions and proposed solutions.

The first meeting will complete the following tasks.

- a. Discuss and reach common understanding of existing process.
- b. Identify issues of concern to both parties.
- c. Identify goals and objectives for both parties.
- d. Identify how to resolve differences in goals and objectives.
- e. Identify tentative dates for draft process and actual tests.

All meetings after the first meeting will work to resolve the issues and concerns of both parties and work to develop and test a new process or processes, with a specific focus on the identification of specific changes and/or improvements which may resolve issues/problems/inefficiencies, as well as practical steps necessary to implement agreed upon solutions.

The main goal of the PIT is the formulation of recommendations that will inform bargaining and/or a subsequent letter of agreement relating to changes and/or improvements to the processes described in for Articles 14 and 15. In the event that acceptable recommendations and process and language improvements cannot be developed for Articles 14 and 15, the Articles and related practices shall remain unchanged until the next bargaining agreement.

APPENDIX B - WAGE RATES

Classification	Rate of Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		ATBO Hire	ATEO 12 Months	ATEO 24 Months	ATEO 36 Months	ATEO 48 Months	ATEO 60 Months	ATEO 120 Months	ATEO 180 Months	ATEO 240 Months	ATEO 300 Months
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	10 Years	15 Years	20 Years	25 Years
Transit Operator - June 30, 2022	Hour	\$15.68	\$17.55	\$18.88	\$19.58	\$20.04	\$20.44	\$20.84	\$21.27	\$21.70	\$22.14
COLA Increase July 1, 2022	Hour	\$17.18	\$19.05	\$20.38	\$21.08	\$21.54	\$21.94	\$22.34	\$22.77	\$23.20	\$23.64
COLA Increase July 1, 2023	Hour	\$17.93	\$19.80	\$21.13	\$21.83	\$22.29	\$22.69	\$23.09	\$23.52	\$23.95	\$24.39
COLA Increase July 1, 2024	Hour	\$18.68	\$20.55	\$21.88	\$22.58	\$23.04	\$23.44	\$23.84	\$24.27	\$24.70	\$25.14
Part Time Relief - June 30, 2022	Hour	\$17.84	\$20.28	\$21.94	\$22.71	\$23.43	\$23.90	\$24.38	\$24.85	\$25.35	\$25.86
COLA Increase July 1, 2022	Hour	\$19.34	\$21.78	\$23.44	\$24.21	\$24.93	\$25.40	\$25.88	\$26.35	\$26.85	\$27.36
COLA Increase July 1, 2023	Hour	\$20.09	\$22.53	\$24.19	\$24.96	\$25.68	\$26.15	\$26.63	\$27.10	\$27.60	\$28.11
COLA Increase July 1, 2024	Hour	\$20.84	\$23.28	\$24.94	\$25.71	\$26.43	\$26.90	\$27.38	\$27.85	\$28.35	\$28.86
Lead Mechanic - June 30, 2022	Hour	\$23.27	\$24.79	\$26.14	\$28.42	\$28.74	\$29.32	\$29.91	\$30.51	\$31.12	\$31.75
COLA Increase July 1, 2022	Hour	\$24.77	\$26.29	\$27.64	\$29.92	\$30.24	\$30.82	\$31.41	\$32.01	\$32.62	\$33.25
COLA Increase July 1, 2023	Hour	\$25.52	\$27.04	\$28.39	\$30.67	\$30.99	\$31.57	\$32.16	\$32.76	\$33.37	\$34.00
COLA Increase July 1, 2024	Hour	\$26.27	\$27.79	\$29.14	\$31.42	\$31.74	\$32.32	\$32.91	\$33.51	\$34.12	\$34.75
Mechanic - June 30, 2022	Hour	\$22.18	\$23.63	\$24.92	\$27.09	\$27.40	\$27.95	\$28.51	\$29.09	\$29.67	\$30.26
COLA Increase July 1, 2022	Hour	\$23.68	\$25.13	\$26.42	\$28.59	\$28.90	\$29.45	\$30.01	\$30.59	\$31.17	\$31.76
COLA Increase July 1, 2023	Hour	\$24.43	\$25.88	\$27.17	\$29.34	\$29.65	\$30.20	\$30.76	\$31.34	\$31.92	\$32.51
COLA Increase July 1, 2024	Hour	\$25.18	\$26.63	\$27.92	\$30.09	\$30.40	\$30.95	\$31.51	\$32.09	\$32.67	\$33.26

Classification	Rate of Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		ATBO Hire	ATEO 12 Months	ATEO 24 Months	ATEO 36 Months	ATEO 48 Months	ATEO 60 Months	ATEO 120 Months	ATEO 180 Months	ATEO 240 Months	ATEO 300 Months
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	10 Years	15 Years	20 Years	25 Years
Maintenance Worker - June 30, 2022	Hour	\$15.20	\$15.88	\$16.52	\$17.14	\$17.51	\$17.82	\$18.15	\$18.48	\$18.81	\$19.16
COLA Increase July 1, 2022	Hour	\$16.70	\$17.38	\$18.02	\$18.64	\$19.01	\$19.32	\$19.65	\$19.98	\$20.31	\$20.66
COLA Increase July 1, 2023	Hour	\$17.45	\$18.13	\$18.77	\$19.39	\$19.76	\$20.07	\$20.40	\$20.73	\$21.06	\$21.41
COLA Increase July 1, 2024	Hour	\$18.20	\$18.88	\$19.52	\$20.14	\$20.51	\$20.82	\$21.15	\$21.48	\$21.81	\$22.16
PT Maintenance Worker - June 30, 2022	Hour	\$15.45	\$16.18	\$16.83	\$17.45	\$17.82	\$18.15	\$18.48	\$18.83	\$19.17	\$19.52
COLA Increase July 1, 2022	Hour	\$16.95	\$17.68	\$18.33	\$18.95	\$19.32	\$19.65	\$19.98	\$20.33	\$20.67	\$21.02
COLA Increase July 1, 2023	Hour	\$17.70	\$18.43	\$19.08	\$19.70	\$20.07	\$20.40	\$20.73	\$21.08	\$21.42	\$21.77
COLA Increase July 1, 2024	Hour	\$18.45	\$19.18	\$19.83	\$20.45	\$20.82	\$21.15	\$21.48	\$21.83	\$22.17	\$22.52
Dispatcher - June 30, 2022	Hour	\$19.58	\$20.17	\$20.78	\$21.38	\$22.04	\$22.48	\$22.92	\$23.36	\$23.82	\$24.30
COLA Increase July 1, 2022	Hour	\$21.08	\$21.67	\$22.28	\$22.88	\$23.54	\$23.98	\$24.42	\$24.86	\$25.32	\$25.80
COLA Increase July 1, 2023	Hour	\$21.83	\$22.42	\$23.03	\$23.63	\$24.29	\$24.73	\$25.17	\$25.61	\$26.07	\$26.55
COLA Increase July 1, 2024	Hour	\$22.58	\$23.17	\$23.78	\$24.38	\$25.04	\$25.48	\$25.92	\$26.36	\$26.82	\$27.30
Finance Clerk - June 30, 2022	Hour	\$17.50	\$18.00	\$18.55	\$19.10	\$19.66	\$20.07	\$20.45	\$20.87	\$21.29	\$21.72
COLA Increase July 1, 2022	Hour	\$19.00	\$19.50	\$20.05	\$20.60	\$21.16	\$21.57	\$21.95	\$22.37	\$22.79	\$23.22
COLA Increase July 1, 2023	Hour	\$19.75	\$20.25	\$20.80	\$21.35	\$21.91	\$22.32	\$22.70	\$23.12	\$23.54	\$23.97
COLA Increase July 1, 2024	Hour	\$20.50	\$21.00	\$21.55	\$22.10	\$22.66	\$23.07	\$23.45	\$23.87	\$24.29	\$24.72

ATBO = At The Beginning Of Hire

ATEO=At The End Of XX Months

Updated: 5/3/2022

COLA Increase July 1, 2022	\$1.50	COLA Increase July 1, 2023	\$0.75	COLA Increase July 1, 2024	\$0.75
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APPENDIX C - LONG TERM DISABILITY

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 D - PERSONNEL RECORD FORM

PERSONNEL RECORD

DATE _____

NAME: _____

ADDRESS: _____

PHONE: _____ BIRTH DATE: _____

IN AN EMERGENCY NOTIFY: _____

ADDRESS: _____

PHONE: _____ RELATIONSHIP: _____

.....
.....

TO BE COMPLETED BY THE SUPERVISOR

EMPLOYEE CLASSIFICATION: _____

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: _____

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