



Working & Wage Agreement

July 1, 2018 - June 30, 2021

AMALGAMATED TRANSIT UNION DIVISION 757 | LANE TRANSIT DISTRICT





We're here to help!

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PART ONE – ALL EMPLOYEES

Part One – Article 1 Bargaining Unit

The bargaining unit covered by this Agreement is composed of regular employees employed in the job classifications listed in the classified wage scale in Article 5, Wage Rates. The following classes of employees are not covered by this agreement: office and office clerical employees, supervisory and management personnel, professional employees, or security personnel.

Part One – Article 2 Management Rights

Section 2.1 Management Rights

The Employer retains sole and exclusive responsibility for the management of the District and complete authority to exercise every right or power necessary or incidental thereto except as expressly modified by the specific provisions of this Agreement, Supplemental Agreements, and Section 13 (c) of the Urban Mass Transportation Act of 1964, as amended.

Section 2.2 Policy Changes

The Employer will notify by fax and US mail to the President of ATU 757 and hand-delivery or placement in internal mailbox to the Local Executive Board Officer of new policy decisions and rule changes no less than ten (10) calendar days before posting or placing them into effect. Email will not be recognized as official notice by the Union.

Part One – Article 3 Union Rights

Section 3.1 Recognition

The District recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this contract (the Agreement) for purposes of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment.

Section 3.2 Union Business Leave

The District agrees that the officers and members of the Union shall be granted (unpaid by the District) leaves of absence as authorized by the Union when so requested. If such leave is expected to be greater than two (2) consecutive weeks, then such request shall be submitted in writing to the Human Resources Manager of the District. It is further agreed that any member who now holds office or shall be appointed or elected to any office in the union which requires his or her absence from the District's employ, shall upon his or her retirement from such office be placed in his or her former position with full seniority rights, rates of pay, vacation and retirement credit and/or pay. Union business is defined further to include employment directly by the Union, the International Union, or any labor council or federation of which the union is a member.

Section 3.3 Authorized Deductions for Dues and Costs

- A. The Employer will deduct from the wages of each employee covered by this Agreement, upon written authorization of the employee, an amount equal to the regular monthly dues and initiation fee of the Union. Initiation deductions will be made on the first paycheck of each month. Dues deductions will be made on the second paycheck of each month. Initiation and dues deductions will be transmitted monthly to the Secretary-Treasurer of the Union. The District will deduct assessments initiated by the Union, if the District is notified in writing, thirty (30) days in advance of the assessment.
- B. The authorization for the deductions set forth in paragraph A, above, shall be submitted on “forms” or cards supplied by the union that shall include the name of the employee, his or her social security number or employee number, the effective date, the amount to be withheld, and the dated signature of the employee.
- C. The sole authorized representative of the Union for the purpose of certifying the amount of, or any change to, the monthly dues or initiation fees to be deducted by the Employer, shall be the Secretary Treasurer of the Union.
- D. The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer for complying with the provisions of this Article or in reliance of any list, notice, or assignment furnished under any provisions of this agreement.

Section 3.4 Fair Share Agreement

- A. All persons covered by this Agreement shall maintain membership in good standing in the Union, except as provided in sub paragraphs ‘C’ and ‘D,’ below.
- B. All persons hereafter employed by the District to perform the duties of employees covered by this Agreement shall be furnished with an application for membership, and shall be advised of the requirement that they shall become members of the Union commencing thirty-one days after the date of this Agreement or within thirty-one (31) days from the beginning of employment with the District, whichever is later.
- C. Employees of the bargaining unit who choose non-member status shall have deducted from their compensation an “in lieu of dues payment” which shall be remitted by the District to the Union commencing thirty-one days after the date of this Agreement or within thirty-one (31) days from the beginning of employment with the District, whichever is later.
- D. A nonmember employee shall have the right, based upon a bona fide religious tenet or teaching of a church or religious body, of which such employee is a member (as defined under ORS 243.666 and 29 U.S.C. Sec. 169), to pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the

representative of the Union. The employee shall furnish written proof to the District and the Union that this has been accomplished by no later than the fifth day of each month. In the event that the employee fails to furnish written proof to the Union that such has been accomplished, the Union shall have the right to require the District to deduct the amount from the employee's compensation.

Section 3.5 Department Liaisons and Shop Stewards

The Union shall have the right to appoint department liaisons and shop stewards. The Union shall notify the Employer of the selection. The Employer will grant time off, without pay, to the department liaison or shop steward whenever it shall be necessary to take care of Union business. Proper advance notice shall be given to the Employer.

Section 3.6 Bulletin Boards

The Employer will provide a locked bulletin board in each Department to be used by the Union for the purpose of posting notices of meetings and other matters pertinent to Union business.

PART ONE – ARTICLE 4 LABOR MANAGEMENT COMMITTEE

Section 4.1 Labor Management Committee Purpose

The Amalgamated Transit Union Local 757 and Lane Transit District agree to continue a joint Labor-Management Committee to discuss ongoing labor-management issues and to provide input to the District on matters of mutual interest that would serve constructive purposes; including, but not limited to, increased productivity, employee morale, and mutual problem solving.

Section 4.2 Participants

The Committee shall consist of an equal number of participants, not to exceed four (4) on each side. Each side shall select its own representatives. The Union and the District will mutually notify each other of the members of this Committee.

Section 4.3 Meeting Frequency

The Committee shall meet at least once each quarter, or at such other times as may be mutually agreed upon. The parties shall mutually agree upon the meeting time, date, and place. The topics for discussion shall be exchanged at least fourteen (14) days prior to any meeting, unless waived by mutual agreement, and either party may refuse to discuss any matter. Union committee members will be on paid time status.

Section 4.4 Committee Training

The District agrees to secure and provide training to the Labor Management Committee at least twice during the term of this Agreement in order to improve the effectiveness of the Committee and the quality of the Labor Management Partnership.

PART ONE – ARTICLE 5 WAGE RATES

Section 5.1 Wage Increases

The following wage increases will occur during the term of this agreement:

- 3% increase effective July 1, 2018
- 2% increase effective July 1, 2019
- 1.50% increase effective January 1, 2020
- 2% increase effective July 1, 2020
- 1.5% increase effective January 1, 2021

A wage schedule for all classifications of the bargaining unit is found in Appendix 1 of this agreement.

Section 5.2 Longevity Pay

Effective for the payroll that includes July 1, 2001, employees in all classifications of the bargaining unit shall have the following longevity addition pay added to their hourly pay.

- A. From their original date of hire with LTD, employees who attain 15 years of continuous service shall receive longevity of \$0.15 per hour.
- B. From their original date of hire with LTD, employees who attain 20 years of continuous service shall have their longevity pay increased to \$0.20 per hour.
- C. From their original date of hire with LTD, employees who attain 25 years of continuous service shall have their longevity pay increased to \$0.25 per hour.
- D. From their original date of hire with LTD, employees who attain 30 years of continuous service shall have their longevity pay increased to \$0.30 per hour.
- E. Effective February 1, 2005, from their original date of hire with LTD, employees who attain 35 years of continuous service shall have their longevity pay increased to \$0.35 per hour.
- F. Effective July 1, 2007, from their original date of hire with LTD, employees who attain 40 years of continuous service shall have their longevity pay increased to \$0.40 per hour.

Section 5.3 Lead Position Pay

Effective for the payroll that includes July 1, 2000, the District shall pay lead workers 5% above his/her assigned wage rate for those times that they are assigned to work a lead position.

- A. Effective for the payroll that includes July 1, 2000, the position of Station Cleaner is a Lead Position assignment.

PART ONE – ARTICLE 6 BUS OPERATOR INSTRUCTORS

Section 6.1 Bus Operator Instructor Wage Rates

- A. For the term of this Agreement, a Bus Operator Instructor, when performing assigned instructional duties, will be paid an amount per hour above his/her normal wage rate as follows:

Period Amount 7/1/07 and thereafter \$2.25 per hour

- B. For the term of this Agreement, a Lead Instructor shall be paid as provided in Article 5 of this Agreement. Lead Instructors shall be paid five percent (5%) above the wage for Bus Operators and amount specified in 6.1A above.

Section 6.2 Selection of Bus Operator Instructors

The number, selection, and retention of Bus Operator Instructors is the sole prerogative of the District.

Section 6.3 Application of Overtime Premium

Any work performed as a Bus Operator Instructor that is overtime, according to the terms of the Agreement, shall be paid at the overtime premium rate specified by the Agreement.

PART ONE – ARTICLE 7 INSURANCE

Section 7.1 Maintenance of Benefits

The District agrees to continue to make available a base plan “health and welfare” (hospital, surgical-medical-dental-vision-prescription drug-life insurance-AD&D benefits) program for eligible employees and their eligible dependents on the basis specified in subsequent sections of this Article.

Section 7.2 Medical Insurance Plan

Effective January 1, 2011, the parties agree that LTD will implement a PPO medical insurance plan through PacificSource, with deductible amounts of \$1,500/\$3,000.

Effective January 1, 2018, LTD will continue the plan implemented in 2017, unless the premium increases by more than 9% over the 2017 premium. In the event the premium increases by more than 9%, the issue will be referred to the Joint Insurance Committee to determine an appropriate plan and/or premium share to ensure that LTD’s cost is not more than a 9% increase over 2017.

Effective January 1, 2019, LTD will continue the plan implemented in 2018, unless the premium increases by more than 8% over the 2018 premium or unless the Joint Insurance Committee agrees to a different plan. In the event the premium increases by more than 8%, the issue will be referred to the Joint Insurance Committee to determine an appropriate plan and/or premium share to ensure that LTD’s cost is not more than an 8% increase over 2018.

Effective January 1, 2020, LTD will continue the plan implemented in 2019, unless the premium increases by more than 8% over the 2019 premium or the Joint Insurance Committee agrees to a different plan. In the event the premium increases by more than 8%, the issue will be referred to the Joint Insurance Committee to determine an appropriate plan and/or premium share to ensure that LTD's cost is not more than an 8% increase over 2019.

Effective January 1, 2021, LTD will continue the plan implemented in 2020, unless the premium increases by more than 7% over the 2020 premium or the Joint Insurance Committee agrees to a different plan. In the event the premium increases by more than 7% the issue will be referred to the Joint Insurance Committee to determine an appropriate plan and/or premium share to ensure that LTD's cost is not more than a 7% increase over 2020.

The parties agree that as part of its decision-making regarding an appropriate plan in each year, the Joint Insurance Committee may consider all potential plan options, including modification of VEBA amounts listed in Section 7.5, and elimination or modification of the stop-loss and/or reinsurance provided for in Section 7.6.

It is mutually understood and agreed that the negotiated fee or commission of the Agent of Record for the Plan(s) is included in the monthly District contribution per eligible employee and will be remitted to the Agent by the Plan carrier(s) on a basis to be worked out by the Agent and Carrier(s).

Section 7.3 Life Insurance

The District will provide each employee with group term-life insurance in the amount of \$50,000.

Section 7.4 Joint Insurance Committee

The District and the Union agree to continue a Joint Committee for the purpose of periodically reviewing the operation of the Plan(s). Union representatives will be appointed by the Union from among bargaining unit personnel or elected Division 757 officers. District representatives will be appointed from the managerial staff of the District by the General Manager. The Committee will develop its own procedures and will meet as it determines appropriate. The Committee will determine Plan carrier(s), Agent, and benefit levels by a majority vote of the Committee. The authority of the Agent will not extend beyond the Plan of benefits specified in Section 7.1 above. The Joint Committee will oversee the terms, provisions, and administration of the available plan(s) of benefits maintained for eligible retirees as specified in Section 7, below.

Section 7.5 VEBA

For calendar year 2018, LTD will contribute \$1,000 per employee to a VEBA account.

For calendar year 2019, LTD will contribute \$1,000 per employee to a VEBA account.

For calendar year 2020, LTD will contribute \$1,000 per employee to a VEBA account.

For calendar year 2021, LTD will contribute \$1,000 per employee to a VEBA account.

Section 7.6 Stop-Loss Account and Reinsurance

For the term of the Agreement, the District shall provide a “stop-loss” account to reimburse employees for medical expenses covered under the health plan that exceed the amount in the employee’s HRA or VEBA account. The amount of the stop-loss shall be \$3,000 per employee per calendar year for employees with employee only coverage (\$5,500 for employees with employee plus spouse, employee plus child(ren) or family coverage), minus the amount in the employee’s HRA or VEBA, and minus the District reinsurance provided for in this section, not to exceed \$1,500 per employee per calendar year for employees with employee only coverage (\$3,500 for employees with employee plus spouse, employee plus child(ren) or family coverage). Only expenditures for deductible and maximum out-of-pocket costs for medical services covered by the health plan shall be eligible for reimbursement under the stop-loss program (i.e., no medical or prescription co-pays). The employee must satisfy one deductible, from the employee’s HRA or VEBA account, through reinsurance, or otherwise, and must exhaust his/her HRA or VEBA, before s/he can access the stop-loss account. In addition, for purposes of calculating the maximum stop-loss payment, the combined limit shall be reduced by the amount, if any, of any payments from the employee’s HRA or VEBA account used during the year to pay for anything other than those medical services covered by the health plan.

If reimbursements from the stop-loss account exceed \$50,000 during any consecutive 12 month period, at the request of LTD the criteria for accessing the stop-loss account shall be referred to the Joint Insurance Committee.

The District will provide reinsurance of \$500 per deductible (i.e., for up to the first two plan members). Like the Stop-Loss Account and VEBA, reinsurance will be available only to current employees (i.e., not available for retirees or COBRA). Reinsurance is available after the employee/plan member satisfies \$1,000 of each \$1,500 deductible.

Section 7.7 Expedited Insurance Dispute Resolution Process

- A. In the event that the health insurance premium increases by more than the percentage listed in Section 7.2, the parties shall receive quotes by October 1. The Joint Insurance Committee shall meet and review the quotes within seven (7) calendar days of receiving the quotes. The Committee shall review potential adjustments to the plan and will attempt to agree on a new plan within the percentage parameter. The Committee also shall have the right to agree to a plan that exceeds the percentage parameter by a unanimous vote. In the event that reimbursements to the stop-loss account exceed \$50,000 in any consecutive 12 month period, within 7 days of written request by LTD, the Joint Insurance Committee shall meet to review the criteria for accessing the stop-loss account. The Committee shall have the right to change the criteria by a unanimous vote.
- B. In the event the Committee is unable to agree on a new plan within ten (10) calendar days of its meeting to review quotes, or in the event the Committee is unable to agree on new criteria for accessing the stop-loss account within 30 days of meeting to review the criteria, the Committee shall refer the issue to the Ad Hoc Insurance Dispute Resolution Committee. The Joint Insurance Committee shall select the Ad Hoc Insurance Dispute Resolution Committee during that 30- day period.

- C. The Ad Hoc Insurance Dispute Resolution Committee shall be comprised of one insurance broker appointed by the ATU members of the Joint Insurance Committee, one insurance broker appointed by the LTD members of the Joint Insurance Committee, and one insurance broker appointed by the two insurance brokers, who shall serve as chair of the Ad Hoc Committee.

The Ad Hoc Insurance Dispute Resolution Committee shall resolve the issue referred to it. For disputes involving increases to the premium in excess of the percentage parameter, the Ad Hoc Committee shall fashion a health insurance plan to be effective the subsequent calendar year and shall issue a decision by November 21. In reaching its decision, the Ad Hoc Committee may consider health insurance plans offered by relevant comparator employers, which may include other transit districts, and the Ad Hoc Committee will make its best efforts to agree on a plan within the percentage parameter. Regarding disputes over criteria for accessing the stop-loss account, the Ad Hoc Committee will have 14 days to create new criteria for accessing the stoploss account in order to keep reimbursements within the \$50,000 per year target.

Section 7.8 Exclusivity of Premium

Any amount of monthly Employer contribution for insurance premiums will be paid exclusively in the form of monthly premiums for Health and Welfare benefits to the appropriate Plan Carrier(s) and will not be convertible, in whole or in part, to wages or any other benefit purpose at any time during the life of this Agreement.

Section 7.9 Retiree Health Insurance

- A. Effective January 1, 2018, and continuing over the term of this Agreement, the District agrees to continue to provide a contribution to the retiree's VEBA ("the District monthly Retiree Health Insurance Contribution") to both Medicare eligible and non-Medicare-eligible retirees who qualify, as set forth below. To qualify for the District monthly Retiree Health Insurance contribution, so specified below, a retired employee must be age 55 and have retired from active work with the District and must also be the recipient of a retirement benefit from the LTD/ATU Pension Trust. The District Retiree Health Insurance contribution to a retiree's VEBA will be one hundred and forty dollars (\$140.00) for Medicare-eligible retirees effective the first month following ratification (two hundred and seventy-five dollars (\$275.00 for non-Medicare-eligible retirees). The District Retiree Health Insurance contribution for Medicare-eligible retirees will increase to one hundred and sixty dollars (\$160.00) effective January 1, 2020.

Note: Starting the first month following ratification of the 2011-2014 agreement, employees who retire prior to Medicare eligibility will have the following two options:

OPTION A: Current structure: \$275/month for non-Medicare-eligible retirees (except as pro-rated per Section B; \$140/month for Medicare-eligible retirees (increased to \$160/month effective January 1, 2020).

OPTION B: \$425/month for the period of time they are non-Medicare-eligible (to be pro-rated per Section B); zero once they become eligible for Medicare.

- B. For employees who choose to retire earlier than age 60 and with less than 30 years of service, the Retiree Health Insurance contribution to the retiree's VEBA shall be and remain:
 - 1. \$265 at age 59
 - 2. \$255 at age 58
 - 3. \$225 at age 57
 - 4. \$205 at age 56
 - 5. \$185 at age 55
- C. The benefits of this retiree program are subject to modification at any time by action of the Joint Insurance Committee and/or mutual agreement of the Union and District. The retiree benefit plan will not survive the expiration of the labor agreement except upon mutual agreement of the parties.
- D. Further, for non-Medicare-eligible retirees, irrespective of the maximum accrual limitation contained in Article 21, Sick Leave, an employee may accumulate an unlimited amount of sick leave. The difference between the amount required to be cashed out in accordance with Article 21 and the total value of sick leave as provided in this paragraph will be contributed to the employee's VEBA upon retirement. For the purposes of this section, the value of the accumulated sick leave shall be computed on the basis of the employee's hourly rate of pay upon the date of retirement.

Section 7.10 Continuation of Insurance Coverage - Terminating Employees

For an employee who severs his or her employment with the Employer or is severed from employment for any reason, benefit coverage under the Plan and the Employer contribution of monthly premium shall cease on the first day of the month following the month in which the employee did not work at least eighty (80) hours. Such employee will be eligible for continuation of certain benefits on a self-pay basis as provided by applicable federal and/or state law.

Section 7.11 Continuation of Insurance Coverage - Continuing Employees

A continuing employee who is unable to work eighty (80) hours in a given month, because of either occupational or non-occupational injury or illness, will be classed as having fulfilled the eighty (80) hour requirement for a period of absence from such cause not to exceed six (6) consecutive months, provided the employee furnishes appropriate medical verification of the need to be absent as is requested by the Employer. Continuing employees of the Employer who, for any reason except occupational or non-occupational injury or illness, do not work eighty (80) hours during a given month shall have the opportunity to continue benefit coverage on a self-pay basis as follows:

- A. If eligible for continuation coverage as provided by applicable federal and/or state law, then as specified by applicable statute.
- B. If not eligible for continuation coverage as provided by applicable federal and/or state law, then for a period of up to six (6) consecutive months through a self-pay provision of the Plan which shall be worked out by the Employer with the carrier or carriers involved.

Such self-pay is to be made before the beginning of the month for which benefits are capable of being received (disability income benefit to be excluded from self-pay benefit schedule).

Section 7.12 Self Pay during Leave without Pay

Employees on voluntary leave of absence without pay for more than five (5) continuous work days may reimburse the Employer for fringe benefits.

Section 7.13 Statutory Leave and Insurance Coverage

A continuing employee who is unable to work eighty (80) hours in a given month because of statutory leave shall be classed as having fulfilled the eighty-hour requirement as provided by applicable federal and/or state law.

Section 7.14 – Health Insurance Opt-Out

Employees with dependents will have the option to voluntarily opt out of dependent coverage to which they would otherwise be eligible under the District-provided medical plan identified in Section 7.2, above. Such employees who voluntarily go from Family coverage to Employee plus spouse or Employee plus children will be paid \$150 per month, less required payroll deductions. Such employees who go from Family coverage to Employee only will be paid \$300 per month, less required payroll deductions. Such employees who go from Employee plus spouse or Employee plus children to Employee only coverage will be paid \$200 per month, less required payroll deductions.

Effective January 1, 2019, the opt-out payments described in this Section will be changed to 35% of the premium savings associated with each of the described changes.

This voluntary opt-out option is capped at 9% of the total employees represented by ATU on December 1 of each year for the following year. If more than 9% seek to participate, participants will be selected based on seniority.

PART ONE – ARTICLE 8 PHYSICALS AND EYE EXAMINATIONS

The Employer will pay for all examinations for all regular employees that are required by the Employer.

PART ONE – ARTICLE 9 RETIREMENT

Effective July 1, 2014, or upon ratification, whichever is later, the retirement plan for the employees covered by this agreement shall be modified to include the following revisions:

Section 9.1 Retirement Age

- A. Provide for a normal retirement age of sixty (60) years for an unreduced defined benefit pension from the LTD/ATU pension Trust.

Section 9.2 Early Retirement Provisions

- A. The Retirement Plan for the employees covered by this agreement shall provide for early retirement from the age of fifty-five (55) years up to sixty (60) years. The minimum benefit for early retirement shall be reduced by 3 percent per year if the employee retires at the age of fifty-eight (58) through fifty-nine (59) years of age. The minimum benefit pension for early retirement shall be reduced by 8 percent per year if the employee retires at the age of fifty-five (55) through fifty-seven (57) years of age plus the reduction described above for age fifty-eight (58) through age sixty (60).
- B. Provide for early retirement with an unreduced minimum pension benefit, at any age if the employee has thirty (30) years of Credited Service with the employer.

Section 9.3 Benefit Definition

Effective July 1, 2014, or upon ratification, whichever is later, and after approval of the LTD/ATU Pension Trustees, the minimum benefit rate for employees covered by this Agreement and who retire and terminate their employment after July 1, 2014 (or after ratification, if later), shall be sixty-five dollars and fifty cents (\$65.50) per year of credited service.

The parties agree that any future increases after the increase stated above will be applied to future credited service only.

Effective January 1, 2018, and after approval of the LTD/ATU Pension Trustees, the retirement benefit credit earned for the calendar year 2018 will be seventy-two dollars (\$72.00). This increase shall be applied only to credited service after January 1, 2018.

Effective January 1, 2019, and after approval of the LTD/ATU Pension Trustees, the retirement benefit credit earned for the calendar year 2019 will be seventy-four dollars (\$74.00). This increase shall be applied only to credited service after January 1, 2019.

Effective January 1, 2020, and after approval of the LTD/ATU Pension Trustees, the retirement benefit credit earned for the calendar year 2020 will be seventy-six dollars (\$76.00). This increase shall be applied only to credited service after January 1, 2020.

Effective January 1, 2021, and after approval of the LTD/ATU Pension Trustees, the retirement benefit credit earned for the calendar year 2021 will be seventy-eight dollars (\$78.00). This increase shall be applied only to credited service after January 1, 2021.

Section 9.4 Implementation

The LTD/ATU Pension Trustees shall adopt the necessary changes and restate the plan document for the Lane Transit District and Amalgamated Transit Union, Division 757 Pension Trust to reflect the above agreed to provisions. The plan restatement shall conform to the requirements identified in this Article on Retirement. Except for the changes provided for in this Article, the District agrees to maintain the other existing remaining and to be unchanged provisions of the LTD/ATU Pension Trust.

Section 9.5 Defined Contribution Retirement Plan

Starting with the pay period that includes July 1, 2012, the District will contribute 1% of the employee's gross pay into each eligible bargaining unit employee's individual retirement account. The District's contribution under this paragraph shall automatically end effective in the pay period that includes June 30, 2014, unless the parties mutually agree to extend it, in writing. The District's contribution shall be made for each eligible employee each pay period. Employees will be responsible for completing the deferred compensation plan provider's sign-up process in order to receive this benefit.

The Union agrees that it will promote individual employee contributions to the defined contribution retirement plan.

The parties agree that the 1% District contribution described above will continue until the matching program described below becomes effective. Once the matching program described below becomes effective, the 1% District contribution described above will cease.

Starting with the pay period following July 1, 2014, or following ratification, whichever is later, the District will offer a matching retirement program. Under that program, the District will match fifty percent (50%) of an individual employee's contribution to the employee's individual retirement account, with a maximum contribution as follows: the maximum individual employee contribution entitled to the District's match is six percent (6%) of the employee's gross pay (for a maximum District match of three percent (3%) of the employee's gross pay).

Example: If an employee were to contribute six percent (6%) of their gross pay which is one hundred dollars (\$100), the District will then match fifty percent (50%) of that deferral, which is fifty dollars (\$50), and will deposit the funds into the employee's retirement account.

New hires will be automatically enrolled in the above program at an employee contribution rate of 6% of their gross pay. They will be eligible to opt-out after six (6) calendar months.

PART ONE – ARTICLE 10 DEATH AND FELONIOUS ASSAULT INSURANCE

The Employer will pay one hundred percent (100%) of the premium for a one hundred thousand dollar (\$100,000.00) insurance policy covering those employees whose occupations are listed in the policy for death, dismemberment, or permanent disability due to felonious assault.

PART ONE – ARTICLE 11 ROBBERY REIMBURSEMENT

All employees covered by this Agreement shall be reimbursed for loss of watches of up to one hundred twenty-five dollars (\$125.00) value in case of a bona fide robbery while on duty. All watches covered by this Article must be registered with the Employer or with a designated jeweler. The Employer shall, in addition, reimburse an employee up to four hundred dollars (\$400.00) for loss of personal effects due to a bona fide robbery while on duty.

PART ONE – ARTICLE 12 WORKERS’ COMPENSATION

Section 12.1 Compensation Pay

Any employee who, during the life of this Agreement shall sustain an injury which is compensable under the Oregon Workers’ Compensation Law, in addition to such compensation (not including medical benefits) as may be paid to him/her for temporary total disability and temporary partial disability, shall receive from the Employer the difference between the compensation payments and 75 percent of regular gross pay for a period not to exceed eight (8) months from the date of the injury but, in any event, for a period not to extend beyond the termination of this contract and an extension thereof, if any. For the purpose of this Section, “regular gross pay” shall be construed to mean the pay that the employee would have received if working, without deductions, based upon an eight (8) -hour day and a forty (40) -hour week.

Section 12.2 Sick Leave Credit and Pay

Sick leave credit and pay under Article 21 may be used during any statutory waiting period, provided such sick leave credit and pay is returned should the waiting period be waived later.

PART ONE – ARTICLE 13 PASSES

Passes--or other suitable script--shall be issued to all active and retired employees and their spouse or domestic partner and dependents for use for their personal transportation. Such passes or script shall be reissued at regular intervals as prescribed in the work rules.

PART ONE – ARTICLE 14 UNIFORMS

Section 14.1 Operator Uniforms

The employer shall furnish uniforms to all operators as follows:

One (1) punch, one (1) punch case, one (1) utility cap or a six-dollar (\$6.00) credit toward a captain-style hat, one (1) jacket, two (2) sweaters, five (5) shirts, five (5) pairs of pants (short or long, as requested by the employee) and eighty-five dollars (\$85.00) per year shoe allowance, to be paid the first payday in July each year.

If shorts are worn, designated socks must be worn by the employee when wearing shorts.

Uniforms may be modified from time to time by the District, but only after it has received input from the affected staff, and the Division has been provided an opportunity to comment on same.

The punch and case will be deleted from the uniform specifications at such time as the District installs same on each bus.

Section 14.2 Maintenance of Uniforms

Excluding shirts, the Employer will collect, transport, launder, and clean furnished uniforms at no cost to the operator.

Section 14.3 Uniform Replacement

The Employer will replace any item of the uniform that has normal wear and tear.

Section 14.4 Uniform Ownership

All uniforms furnished by the Employer shall remain the property of the Employer.

Section 14.5 Customer Service Department Uniforms

- A. The District shall furnish and maintain uniforms to Customer Service employees. Said uniforms will be established and/or modified from time-to-time by the District, but only after it has received input from the affected staff, and the Division has been provided an opportunity to comment on same.
- B. Customer Services Representatives will receive a yearly shoe allowance of eighty-five dollars (\$85.00) per year.

Section 14.6 Station Cleaner

- A. The District shall furnish and maintain uniforms to Station Cleaner(s).
- B. Station Cleaner(s) will receive a yearly shoe allowance of eighty-five dollars (\$85.00) per year.

PART ONE – ARTICLE 15 CHILD AND ELDER CARE

The District shall establish a child and elder care program as described in this article.

Section 15.1 Child and Elder Care Committee

- A. The District shall establish a committee composed of three employees selected by the union and two employees from the administration to develop a child/elder care referral and assistance program. The District Human Resources Manager will chair the committee.
- B. The committee shall develop and establish a referral and assistance service, identify appropriate service providers, and provide for such emergency services that funding permits.

Section 15.2 Funding

- A. The District will fund this program with at least \$5,000 each year of the Agreement, commencing July 1, 2001.
- B. The District will fund the development activities of the committee with \$1,000 during the 2000-2001 fiscal year.

PART ONE – ARTICLE 16

HOURS OF WORK

Section 16.1 Work Day

- A. The workday for all regular full-time employees shall be a minimum of eight (8) hours of work, five (5) days per week.
- B. The workday for a mini-schedule employee shall be a minimum of six (6) hours of work, five (5) days per week.
- C. Mini Extra Board employees are guaranteed two RDOs per week and sixty (60) compensated hours per pay period.
- D. Upon mutual agreement between the District and the Union, a four (4) day per week, ten (10) hour per day normal weekly work schedule (or a three (3) day per week, ten (10) hour per day normal weekly work schedule for mini-schedule employees) may be implemented by the District for selected employees, classifications, departments or groups. The provisions of any mutual agreement will be attached to and become part of the collective bargaining agreement.

Section 16.2 Operator Work Hour Limitations

Notwithstanding the other provisions of this Article, Bus Operator work hours are limited as follows:

- A. All operators are required to have nine-and-a-half (9 1/2) hours off between the end of one working day and the beginning of the next, provided, however, that a bid signed in the bid room may provide for work assignments that have less than nine-and-a-half (9 1/2) hours off, but at least eight (8) hours off, between the end of one working day and the beginning of the next. A bus operator that bids into a 9 1/2 hour conflict may agree to work with less than 9 1/2 hours off (but at least 8), or will be placed on the extra board.
- B. Bus Operators will be allowed no more than twelve (12) hours of platform time per day and the twelve (12) hours must be completed in no more than fourteen (14) hours. Stand time does not count toward platform time.
- C. Bus Operators are limited to working no more than thirteen (13) consecutive days without a day off.

These service hour limitations may be waived under emergency situations as declared by the Transit Operations Director. During emergency situations, hours of service must be limited to the maximum extent possible.

Section 16.3 Overtime

- A. Overtime for all employees at the rate of time and one-half shall be paid for all time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. To the extent that hours are compensated for at overtime, or premium rates, under one provision of this Agreement, they shall not be counted again as hours worked in determining overtime under the same or any other provision.

- B. Fifteen (15) minutes of preparatory time shall be included in all schedules originating from the garage. Five (5) minutes of turn-in time shall be included in all schedules terminating at the garage.

Section 16.4 Temporary Assignments

An employee may be temporarily transferred to other departments or asked to perform work other than his or her regular work, provided the employee is paid his or her normal hourly wage, works during normal work hours, and maintains his or her normal days off. The employee may mutually agree to a temporary change of his or her work hours and days off. Employees shall be paid at not less than the same hourly rate to which they are entitled in their regular work; however, should employees do other work for the Employer which is paid for at a higher hourly rate than the operator's pay, they shall receive such higher rates. The work performed may include marketing functions such as responding to customer inquiries concerning routing and scheduling, promotional activities, general clerical functions, or light maintenance work such as moving office equipment, etc. Employees will not be required to do custodial work. These examples are not exhaustive, but are used to represent the type of work that may be assigned.

Section 16.5 Emergency Work Assignments

In an emergency, the employer may assign work to employees as necessary to maintain public service. An emergency shall be defined as anytime a situation arises with less than one (1) hour of time to respond to that situation. Emergencies may exist with more than one (1) hour of time to respond, by mutual agreement between the Union and Employer.

The District and the ATU agree to form an interim committee to address emergency work assignments, pursuant to the attached Memorandum of Agreement.

Section 16.6 Call-Back and Standby

- A. If a regular, full-time employee is required to report for work on his or her regular day off, he or she will be guaranteed eight (8) hours pay, provided the employee reports for work as required. A mini-schedule employee required to report for work on his or her regular day off will be guaranteed six (6) hours pay, provided the employee reports for work as required. No employee may be required to work both of their regular days off in the same work week, or on consecutive regular days off that fall over two (2) workweeks in the case of employees with RDOs on Sunday and Saturday, except in an emergency.
- B. Any regular employee who is requested by the District to and agrees to report on his or her regular day off will be guaranteed eight (8) hours pay at the rate of time-and-a-half, provided the employee reports for work as he/she agreed to do. Any mini schedule employee who is requested by the District to and agrees to report on his or her regular day off will be guaranteed six (6) hours pay at the rate of time-and-a-half, provided the employee reports for work as he/she agreed to do. No employee who is requested by the District to and agrees to report on one of his or her regular days off may be required to report on his or her other regular day off (RDO) in the same workweek. For

employees with RDOs of Sunday and Saturday, no employee who is requested by the District and agrees to report on Saturday may be required to work on the following Sunday even though it is in the following workweek. The District will first seek volunteers to work their assigned day off before requiring employees to do so. In the event that staffing levels allow “adequate stand” to become available, it may be offered to employees who are requested by the District and agree to report on their regular day off, based on the needs of the District to maintain the current level of service.

- C. When an employee is required to standby, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.

Section 16.7 Work Schedules

A regular full-time employee is an employee who is scheduled to work a minimum of eight (8) hours per day or forty (40) hours per week. A regular mini-schedule employee is an employee who is scheduled to work less than eight (8) hours per day or forty (40) hours per week.

Section 16.8 Mini-Schedule Requirements

- A. Mini schedule work schedules shall be determined by the Employer and may be canceled or changed at any time.
- B. No more than fifteen percent (15%) of the total employee complement within a department will be assigned to mini schedules, except as follows:
 - 1. Transit Operations Department: The percentage of employees in the Transit Operations Department assigned to mini schedules shall not exceed twenty percent (20%), if the District determines that there is a need for such an employment configuration.
 - 2. Fleet Services Department: The limit is 15 percent (15%) of the total employee complement within the department or six (6) mini-schedule employees, whichever is greater.
 - 3. Customer Service Center: The limit is 15 percent (15%) of the total employee complement, or two positions, whichever is greater, of those who are regularly assigned to the Customer Service Center.
- C. Employees assigned to mini schedules will not be utilized by the District if the complement of full-time employees is less than:
 - 1. Eighty-five (85) in the Transit Operations Department
 - 2. Four (4) in the Customer Service Center.
 - 3. Twenty-five (25) in the Fleet Services Department.
- D. Mini-schedule operators may be utilized for extra board, trippers, charters, special work, and bid runs. Mini-schedule operators may also be used to cover other work at any time the extra board guarantee is exhausted, and extra board RDOs have been utilized.

- E. All mini-schedule work for employees does not have to be bid at regular sign-ups, but may be assigned on an as-needed basis at the Employer's discretion.

Section 16.9 Trading Days Off

Lane Transit District will permit work exchanges between employees as long as such exchanges are done in conformance with federal law. Title 29 of the Code of Federal Regulations, Part 553.31 (29 CFR 553.31), authorizes employees to substitute work assignments on a voluntary basis.

All hours worked on an exchanged basis shall be excluded by the District in the calculation of hours for which the substituting employee would otherwise be entitled to overtime compensation under either federal or state law. These same hours shall not be included in any other calculation for hours worked leading to any other benefit provided by the District to the employees. The District shall exempt from all overtime provisions or requirements of ORS 279.340 as related to work assignment substitutions (exchanges), unless the work accepted in the substitution includes scheduled overtime. An exception will be made for trades that occur in the same workday, in which case the traded hours will count toward the weekly overtime calculation.

Employees who have entered into a work assignment substitution (exchange) shall perform the work in such an agreement under their own name with the District and be paid by the District at their normal hourly rate of pay (i.e., the employee doing the work for that day will be paid their normal hourly rate by the District.)

Neither the District nor its employees shall coerce employees to enter into any work assignment substitutions (exchanges).

Work assignments that are substituted (exchanged) are permitted with the following conditions:

1. Employees may agree to substitute for one another during scheduled work hours when the substitution or exchange does not interfere with the operation of the Transit District. Employees will be required to observe the District requirements for appropriate rest between work assignments.
2. All work assignment substitutions (exchanges) require the approval of the Transit Operations Scheduling Supervisor or his/her designee prior to the substitution of any work.
3. The work assignment substitutions (exchanges) must occur within sixty (60) days of one another. The work assignment substitutions (exchanges) must specifically identify the work schedules affected by the substitution or exchange. One way work substitutions are allowed.
4. Once two employees have entered into a work assignment substitution (exchange) then the resulting work from the substitution is the employee's work assignment and all other conditions of employment (not modified by this Section 16.9) in carrying out the work shall apply to the employee.
5. The District is not required to insure that the substitution is reciprocated or keep a record of the hours of the substitute work except for securing

appropriate compensation for the hours worked according to the terms of this Section.

6. Once two employees have executed a work assignment substitution (exchange) then it shall not be cancelable by either employee, but may be revised or modified by the employees with the approval of the District.
7. All such work assignment substitutions (exchanges) must be executed using the form designated by the District.

Employees who have traded a work assignment are still eligible, in accordance with the requirements of this Agreement, for call back and extra board assignments to meet the service needs of the District. Employees who are working as a result of a work assignment substitution (exchange) are removed from the opportunity for overtime assignments or for assignments to the extra board (unless they have completed the work for which they have traded).

Mini extra board operators who enter into a work substitution (exchange) will not be credited with hours worked on a substitution (or exchange) basis towards the sixty-hour guarantee established in this Agreement.

If an employee is required to report to cover work on a holiday, then the employee may enter into a work substitution (exchange) with another employee to cover this work. Such agreements in this circumstance are not cancelable or modifiable under any circumstances.

If for any reason an employee fails to report for duty that they have accepted to perform as a result of a work assignment substitution (exchange), then that employee may be subject to disciplinary action for failing to report to work as scheduled. In addition, employees who do not meet their work exchange obligations may be denied work substitution (exchange) privileges in the future.

The District agrees that if an emergency situation arises of 72 hours or less which causes the operator who accepted the work assignment substitution to be unable to perform the work assignment substitution, the District will not require the original operator to cover the work if circumstances prevent it. The parties agree, however, that the absence of the operator who accepted the work assignment substitution will be treated like any other unscheduled absence under the District's attendance policy.

Section 16.10 Spread Time

- A. Not less than thirty-seven percent (37%) of all scheduled work shifts shall be completed within eight –and-a-quarter (8.25) hours. Not less than sixty-five percent (65%) of all scheduled runs shall be completed within eight-and-three quarters (8.75) hours. The District will make a reasonable effort to complete all scheduled work shifts in twelve (12) hours. Any portion of the scheduled shift that exceeds twelve (12) hours will be paid at one-and-one-half (1.5) the employee's regular rate of pay.
- B. The Employer shall be entitled to establish split shifts as may be necessary in order to furnish service at the times required by the persons using the mass

transit system. However, split shifts may not be more than forty percent (40%) of the all work shifts scheduled.

- C. Any scheduled shift of work with split time totaling thirty-six (36) minutes or more shall include a thirty (30) -minute paid lunch period.

Section 16.11 Terminal Points

The schedules shall be arranged whereby the employees' starting time and quitting time will be at the same designated place, or travel time shall be paid.

Eugene Station and Springfield Station terminal points shall have the following:

- A bulletin board that includes the same information posted at Glenwood
- Restroom facilities with hot and cold water
- Day passes
- Operator timecards for employees who start and stop their shifts at these locations.

Section 16.12 Lunch and Rest Periods; Bus Operators

The District must schedule a minimum of one twenty-five (25) minute uninterrupted paid meal period into any straight run that contains more than seven hours of paid time. (The intent of scheduling a 25-minute meal period is to provide at least an uninterrupted twenty (20) minute meal period.) If an operator does not receive an uninterrupted meal period of at least fifteen (15) minutes, the operator will be given an additional twenty (20) minute paid meal period later in the shift. Such meal period will be scheduled between the second and sixth hours of the shift. There shall be no other guaranteed scheduled breaks or meal periods for operators. Recovery time will not be included in the meal time calculation. Extra Board Operators will be paid the meal break that is associated with the run they work. If they are not assigned a full run but are scheduled to work at least seven hours, a twenty-five (25) minute paid meal period will be scheduled into their work assignment. If an Extra Board operator does not receive an uninterrupted meal period of at least fifteen (15) minutes, the Extra Board operator will be given an additional twenty (20) minute paid meal period later in the shift.

PART ONE – ARTICLE 17 PROBATIONARY EMPLOYEES

New employees will be paid at the “probationary wage” according to the pay scale attached to this Agreement. Such new employees shall be considered as being on probation for nine calendar months. This probationary period of time may be extended by mutual agreement between the Union and the Employer, in which case the probationary wage also will be extended. See also, Section 24.5.

PART ONE – ARTICLE 18

SENIORITY

Section 18.1 Effective Dates

- A. Effective July 1, 1997, the “date of hire,” and seniority ranking as used herein for all employees hired on or before June 30, 1997, shall be as provided in Appendix 2, attached hereto.
- B. For all employees hired on or after July 1, 1997, the “date of hire” shall be the date of employment with the District.

Section 18.2 Types of Seniority

An employee has three types of seniority: District, Department, Classification.

- A. District Seniority is defined as length of continuous employment with the District from date of most recent hire, and is exercisable only for the purpose of determining vacation accrual and time-off preference within the employee’s particular division and any applicable retirement plan purpose.
- B. Department Seniority is defined as length of continuous employment within a department from the date of the most recent permanent entry into a department. Department Seniority purposes are: Transit Operations, Fleet Services, and Customer Services. Department Seniority is not transferable or exercisable by any employee between departments for any purpose.
- C. Classification Seniority is defined as length of continuous employment within a job classification.
- D. Department and Job Classifications for seniority purposes are as follows:

Transit Operations	1. Operators
Fleet Services	1. Journeyman Mechanic 2. Journeyman Tire Specialist 3. General Service Worker 4. Equipment Detail Technician
Materials Management	1. Buyer I
Facilities Services	1. Station Cleaner
Customer Services	1. Customer Services Representative

Section 18.3 Seniority in Shift Bidding and Lay-off

Seniority, first by Classification and second by Department, shall be observed with regard to layoff, recall, and bidding for shift, provided the person is competent to perform the work assigned. The Employer shall be the judge of the qualifications and competency of the employee. There shall be no upward bumping.

Section 18.4 Interdepartmental Transfers

An employee who is permitted to transfer permanently between departments relinquishes all seniority in the former department at the time the transfer to the new Division becomes final. The transfer becomes final upon successful completion of a reasonable trial period.

Section 18.5 New Classification within Departments

An employee who permanently transfers from one classification to another classification within a department retains and accumulates seniority standing in the former classification for layoff and recall purposes. The transfer becomes final upon completion of a reasonable trial period. An employee curtailed from one department classification may bump downward to any other classification in which he/she has sufficient seniority (but cannot bump upward).

Section 18.6 Trial Periods

A reasonable trial period will be granted by the Employer to an employee whose request for permanent transfer is granted by the Employer. The length of the trial period will be determined by the Employer, but will not exceed 120 working days, unless extended by mutual agreement. Upon successful completion of the trial period, the transferee's seniority in the new Division and/or Classification dates back to the date the transferee began work in the new job. If during a trial period the Employer determines that the transferee is not capable of adequately performing the job requirements of the new job, or if the transferee finds the new job unsuitable, he/she will be transferred back to his/her former job, with seniority intact. The Employer is not required to grant a trial period to any job applicant whom the Employer determines is not qualified for the job.

Section 18.7 Temporary Transfers

An employee temporarily transferred by the Employer between departments or between classifications within a department, retains and accumulates seniority in his/her regular department or Classification.

Section 18.8 Continuous Service

The following special conditions apply with regard to application of "continuous service" interpretation for seniority purposes.

- A. Continuity of service shall be broken and seniority shall terminate:
 1. By resignation
 2. By discharge
 3. By failure to return to work from layoff within fifteen (15) days after notification by registered letter to the employee's last known address
 4. By absence without leave for four (4) consecutive scheduled working days
 5. By layoff of twelve (12) months or more
 6. At retirement

- B. Continuity of service shall not be broken and seniority shall not terminate:
1. By a layoff due to a reduction in force of less than twelve (12) months
 2. By an authorized leave of absence
 3. By a leave of absence to serve in the armed forces of the United States, as provided by law
 4. By absence due to authorized vacation
 5. By absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the Employer and the Union
 6. By leave of absence for more than thirty (30) days to serve as an official of the Union
 7. By promotion to a supervisory position with the Employer

Section 18.9 Reassignment to Available Work

Employees who, by reason of long and faithful service for the Employer, have become unable to fill their usual positions, shall be given preference in any available work they are able to perform. The Employer shall be the judge of the qualifications and competency of the employee.

PART ONE – ARTICLE 19 HOLIDAYS

Section 19.1 Recognized Holidays

The following holidays will be recognized for employees who have been on the payroll of the Employer for thirty (30) calendar days immediately preceding the holiday. New hires shall not be eligible for holiday pay until completing thirty (30) calendar days on the payroll.

New Year's Day - January 1st*

Memorial Day - 4th Monday in May*

Independence Day - July 4th*

Labor Day - 1st Monday in September*

Veterans Day - November 11*

Thanksgiving Day - 4th Thursday in November*

Christmas Day - December 25th*

*The date of holiday observance can be adjusted by the District to conform to the date of general community observance.

Section 19.2 Holiday Pay

- A. For those holidays enumerated in Section 1 above, holiday pay for employees working a full-time schedule shall be eight hours pay at their regular straight-time rate.
- B. For those holidays enumerated in Section 1 above, holiday pay for employees working a mini-schedule schedule shall be equal to the number of hours pay in their respective mini-schedule for the bid in which the holiday occurs paid at the regular straight-time rate.
- C. To be eligible for holiday pay, the employee must have worked a minimum of eighty (80) hours in the four-calendar-week period immediately preceding the paid holiday (paid vacation hours and paid sick leave are credited toward the eighty (80) hours).
- D. An employee who does not work his/her regularly scheduled shift immediately before and after any holiday as provided in this article, unless excused, must provide doctor's verification of illness to remain eligible for the holiday pay for those holidays enumerated in Section 1 above.

Section 19.3 Work Performed on Holidays

If an employee performs work on a paid holiday, he/she shall receive his/her holiday pay computed as above, in addition to pay at time and one-half for the time actually worked. An employee who is scheduled to work on a paid holiday who does not work, unless excused, must provide doctor's verification of illness to remain eligible for holiday pay.

Section 19.4 Maintenance Department Holiday Pay

Except for the day after Thanksgiving, a maintenance employee will receive time and one-half (1 1/2) for any hours worked on a calendar paid holiday (12 a.m. to 12 a.m.), unless the employee has received a holiday shift off (8 hours) with pay in observance of that paid holiday, in which event any work performed by the employee on that particular calendar paid holiday will be at straight time. The employer retains the right to designate the holiday shift for those maintenance employees who receive shift differential.

Section 19.5 Floating Holidays

All regular employees shall accrue three (3) floating holidays on the Sunday closest to April 1 of each calendar year and they must be used by the Saturday prior to the Sunday closest to April 1 of the following year. Regular probationary employees shall not be allowed to take accrued floating holidays until after completion of their probationary period. Floating holidays may be bid at vacation sign-up or taken upon providing the Employer five (5) working days' notice. An employee who wants to use a Floating Holiday on his or her birthday must sign for it during the vacation bid to have it guaranteed. At the discretion of the District, an eligible employee may schedule a floating holiday with less than five (5) working days' advance notice. Signing up for floating holidays not bid at vacation sign-up shall be on a "first come, first serve" basis. Floating holidays cannot be carried over from year to year, and if unused before the next accrual of floating holidays, will be lost. To qualify for floating holiday pay, all

regular employees must meet the qualifications as outlined in Section 19.2, above. Pay for floating holidays shall be as provided in Section 19.2, subsections A or B herein, at the eligible employee's regular contractual straight time rate.

When scheduling Floating Holidays, the following rules shall apply:

Three (3) Floating Holidays will be allowed on Monday and Friday of each week. Two (2) Floating Holidays will be allowed on the five (5) remaining days of the week.

Floating Holidays that are designated and declared to be taken on the employee's birthday at the vacation sign up will not be included in the count of regular Floating Holidays. They will remain separate and will be recorded as BDFD (Birthday Floating Holiday) at the sign up.

If an employee designates and declares their birthday as a Floating Holiday at the vacation sign up, and at a future run sign up, his or her birthday falls on a regular day off (RDO), the Floating Holiday designated for the birthday will not be applied to that day.

Section 19.6 Holiday Overtime

During the payroll week which includes a holiday covered by Section 19.1, except the day after Thanksgiving, an employee who is required to work on a scheduled day off shall have the eight (8) hours' holiday pay included as time worked towards receiving time and one-half (1 1/2) for work performed over forty (40) hours during that week.

Section 19.7 Day After Thanksgiving

Each employee who would be eligible for holiday pay on the day after Thanksgiving shall receive pay as provided in Section 19.2, subsections A and B herein, at his/her straight time rate, the first payday following Thanksgiving. Time and one-half (1 1/2) shall not be paid for the day after Thanksgiving, if worked.

PART ONE – ARTICLE 20 VACATIONS

Section 20.1 Accrual Schedule

Vacations are provided to employees to provide rest and detachment from their duties with the District. Employees shall accrue paid vacation hours according to the factors set forth below for all hours worked, paid sick leave hours taken and paid vacation hours taken. Regular employees covered by this agreement shall earn and accrue paid vacation on an hourly basis, with each pay period according to the following schedule:

- A. Employees, upon attaining regular status following their probationary period, shall be awarded 40 hours of paid vacation. Such award to be credited to the employee at the end of the pay period following their probationary period. Employees in their initial probationary period do not accrue paid vacation or are not permitted to take paid vacation.

Months of Completed Continuous Service	Hours Worked Accrual Factor	Annual Maximum
Completion of probation and less than 24	.028	40 hours

More than 24 and less than 60	.0552	80 hours
More than 60 and less than 120	.083	120 hours
More than 120	.111	160 hours

The accrual factor schedule above is based upon an employee earning his or her maximum accrual for 1450 hours worked per year.

- B. For purposes of this Article, accrual year shall be the twelve-month period of January 1 through December 31.

Section 20.2 Vacation Selection

- A. Regular employees will be permitted to sign up (bid) for paid vacation once each year for a prospective vacation period of twelve months. Regular employees will be permitted to bid all those vacation hours that they may have accrued up to the start of each vacation year. Only regular employees may bid for paid vacation.
- B. Vacation periods shall begin the Sunday closest to April 1 of each year. The vacation bid shall take place in the month preceding the vacation period, during the second week of March.
- C. Regular employees shall bid paid vacation week(s) among bargaining unit employees eligible to bid or take vacation within departments by job classification except as provided for in Appendix 2 of this Agreement. Employees in temporary assignments or job classifications shall bid vacation according to their regular job classification.
 - 1. Regular employees shall bid in full week increments. Employees shall be required to bid all full weeks of paid vacation that they have accrued unless permitted to carry forward (bank) a portion of their accrued vacation hours as set forth in 2 and 3 below. Remaining hours following full week bidding may be combined with floating holidays to complete full weeks. These paid vacation hours together with floating holidays may be bid at the same vacation bid.
 - 2. A regular bus operator may, at his or her discretion, bank forty (40) hours of paid vacation accrual that can be used in the current vacation year or not later than the following vacation year. A regular bus operator may bank forty (40) additional vacation hours provided they meet the conditions of Section 20.6D below.
 - 3. Regular maintenance, materials management, CSC and station cleaner employees may, at their discretion, bank eighty (80) hours of paid vacation accrual that can be used in the current vacation year or not later than the following vacation year. These employees may bank forty (40) additional vacation hours provided they meet the conditions of Section 20.6D below.
 - 4. At no time shall an employee be permitted to bid more than 200 hours of vacation (not including floating holidays) in any accrual year.

5. The District has the right to reasonably limit the number of employees by job classification and or work shift that may be on vacation at any one time.
6. Employees who bank paid vacation hours may request to use paid vacation hours during the vacation year on a split or entire basis (not to exceed the amounts identified in Sections 2 and 3, above). Employee requests for such flexible vacation leave must be made at least forty-eight (48) hours in advance of the date of the proposed leave. Such requests will be reviewed without seniority priority on a “first come, first served” basis. Employees shall have the right to determine this paid vacation time, subject to the employer’s judgment as to the service and operational requirements for efficient public service. Such use of banked paid vacation requests from employees shall not be unreasonably withheld.

Section 20.3 Holidays during Vacations

A regular employee who bids and takes paid vacation during which a paid holiday occurs shall not be charged a vacation day for the holiday, and such bids shall be considered full week(s). Vacation days not used as a result of vacation and holiday combinations shall, at the discretion of the employee, be banked in the employee’s accrual and be available for further bidding, or carried forward to the following vacation year’s sign-up or be paid for the holiday time.

Section 20.4 Federal and State Mandated Leave Coordination (FMLA)

Employees shall take vacation according to the results of their vacation bid. In the event that an employee elects to utilize accrued vacation hours in order to continue in pay status for leave permitted under federal and state law, then the employee may cancel their vacation bid and be permitted to work any available schedule. The employee option to cancel vacation under this Section must be requested at the time that the application is made for such leave, using vacation hours that have been previously bid.

Section 20.5 Workers’ Compensation Coordination

- A. An employee, who as a result of an accepted occupational injury or illness, is on time loss payments for any portion of a week as their vacation bid, shall forfeit their vacation bid and the paid vacation hours may be banked until the next vacation bid (up to the maximum allowed to be carried forward), reserve such hours for 48-hour request, or request vacation from among the available remaining vacation sign-up.
- B. Employees who are receiving time loss payments as a result of an accepted industrial injury or illness shall earn vacation at their normal rate of accrual for the first 120 calendar days from the date of injury.

Section 20.6 Other Vacation Provisions

- A. Employees who terminate their employment with the District for any reason shall have their remaining not taken accrued and banked vacation paid to them at their then current hourly rate of pay.

- B. Employees may accrue a maximum of 400 hours of vacation. No employee may have an accrual bank greater than 400 hours of vacation at any time.
- C. Employees who are transferred to the bargaining unit from any other position in the District shall be eligible for the rate of accrual based upon their District seniority and bidding based upon their department and classification seniority. When an employee transfers to the bargaining unit, the hours transferred to the accrual bank of a transferred employee will be determined by the effective District policy or rule at the time of transfer.
- D. Vacation hours shall accrue to the employee when an employee has accrued 264 hours of sick leave and elects in writing to the District to convert up to 40 sick leave hours to vacation hours, as long as it does not result in more than 200 hours of vacation. This accrual shall be available to the employee at the next sign-up following this election. The employee, at his or her discretion, may bank these additional vacation hours at the next sign-up in addition to the amount available to the employee in Section 20.2 C #2 or Section 20.2 C #3, depending on classification. The use of the additional banked time will follow the rules set forth in Section 20.2 C #6.

Section 20.7 Vacation Cash Out

Employees who have at least 120 hours of vacation leave in their accrual bank as of November of each year may elect to receive cash in lieu of forty (40) hours of vacation leave to be accrued in the coming year. The employee must make an irrevocable election during the month of November of each year. Requests must be in writing and submitted to the employee's supervisor. Cashed out vacation will be paid on the last payday in February.

PART ONE – ARTICLE 21 SICK LEAVE

Section 21.1 Sick Leave Accrual

Effective July 1, 1997, sick leave shall be earned and paid as follows:

- A. Employees who worked a full-time schedule during the entire accrual year beginning the first of the month following employment, shall accumulate sick leave at the rate of eight (8) hours for each month and the employee has received at least eighty (80) hours of compensation for work performed, paid holidays, and paid vacations.
- B. Employees who worked a mini-schedule schedule during any portion of the accrual year, beginning the first of the month following employment, shall accumulate sick leave at the rate of one (1) "day" (which shall mean 8 hours of accrual) for each month and the employee has received at least eighty (80) hours of compensation for work performed, paid holidays, and paid vacations.
- C. Mini-schedule employees taking sick leave shall be paid up to six hours. Fulltime schedule employees taking sick leave shall be paid up to eight hours.

- D. The maximum accumulation of sick leave shall be sixty (60) days. When at least thirty-three (33) days of sick leave have been accumulated, five (5) consecutive days may be used as additional vacation per year.
- E. ATU employees may donate accrued sick leave, in increments of two hours or more, to other ATU employees in the event of a serious medical condition of the receiving employee or that employee's immediate family member, as defined in LTD's Family and Medical Leave Policy. An employee requesting to receive donated sick leave must have the request approved by the Director of Human Resources, must use all but 24 hours of his or her available sick leave before using any donated sick leave and may not use more than twenty-six (26) weeks of combined personal and donated sick leave in any one-year period.

Section 21.2 Use of Sick Leave

- A. An employee's sick leave shall be used only in the event an employee is ill and shall commence at the onset of illness unless otherwise specified in the Labor Agreement. If an employee abuses sick leave, is off sick for more than three (3) continuous work days or is otherwise required by Article 21.1 of this Agreement, to return to work, the employee must have such illness verified by a doctor's certificate unless waived by the District.
- B. Employees are encouraged to make appointments at times when they are not working. When that is not possible, the following guidelines apply:
 - 1. Sick leave for partial days will be granted for the purpose of a medical appointment.
 - 2. Occurrences will count as sick leave occurrences for the purpose of attendance standards, unless protected by FMLA, OFLA or Workers' Compensation. An exception to this is that an employee who has 120 hours of sick leave in reserve at the time of the appointment request will not be charged an occurrence for the first two appointments in any given calendar year.
 - 3. An employee must give 24 hours' notice to qualify for the sick leave payout for the medical appointment. Based on Operational needs, the District may approve medical appointment sick leave with less than 24 hours' notice.
 - 4. A maximum of two appointment absences will be granted on any day for the Transit Operations Department. A maximum of one appointment absence per day will be granted for other Departments.
 - 5. The District retains the right to request a verification of the appointment from the medical provider.
 - 6. Sick leave for medical appointments will be limited to a four hour maximum.

Section 21.3 Short Term Disability Insurance

In no circumstance will an employee receive weekly sick leave benefit insurance until all accumulated sick leave has been used. The benefit will be 66 2/3% of basic

weekly earnings up to \$400 per week maximum. Effective January 1, 2019, the weekly maximum will increase to \$800.

Section 21.4 Demonstrated Ability to Work Regularly

A demonstrated ability to work regularly is a requirement for continued employment. This expectation will govern decisions on employees who are absent repeatedly.

Section 21.5 Sick Leave Abuse

Abused sick leave may result in disciplinary action.

Section 21.6 Unused Sick Leave

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

Retirement	Defined as cessation of active work with the District under the terms of the LTD/ATU Pension Trust; fifty (50) percent for Medicare-eligible retirees; ten (10) percent for non-Medicare-eligible retirees
Disability	One hundred (100) percent
Death	(50) percent

Section 21.7 Federal Family Medical Leave Act

Statutory leave shall be available to all qualifying employees as provided by applicable federal and/or state law.

- A. An eligible employee will use available sick leave as per the terms of Article 21 for absence due to the employee's own personal illness or injury under the federal Family and Medical Leave Act (excluding workers' compensation leave, the rules governing which are set out in Article 12, including sick leave usage rules).
- B. An eligible employee may elect to use available sick leave as per terms or Article 9 for Oregon Parental Leave only.
- C. Paid vacation leave may be used during a statutory leave (excluding workers' compensation leave, the rules governing which are set out in Article 12). To the extent paid vacation is so utilized, employees will be required to take unpaid leave during the vacation time off period selected through vacation sign-up unless the District has alternative work available which the employee is willing to accept.

Section 21.8 Oregon Paid Sick Leave

Paid sick leave taken under this Article 21 will run concurrently with any sick leave to which an employee may be entitled under the Oregon Paid Sick Leave law.

PART ONE – ARTICLE 22 BEREAVEMENT LEAVE

Section 22.1 Leave Time and Definitions

Three days' pay at regular straight-time rate for bereavement leave and, at the discretion of the employee, eleven days of sick leave or eleven unpaid days in conjunction with bereavement leave will be granted to each employee who has a death in his/her immediate family. Immediate family is spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parent is. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. This benefit is payable only on days the employee would have been scheduled to work. Proof of eligibility will be required by the Employer.

Three days' pay at regular straight-time rate for bereavement leave and, at the discretion of the employee, two days of sick leave in conjunction with funeral leave will be granted to each employee who has a death of a brother or sister.

Bereavement leave days do not need to be consecutive, but must be taken within sixty (60) days after the employee receives notice of the death of the family member. Exceptions to the sixty day requirement may be granted by Human Resources, depending on the circumstances.

Bereavement leave under this provision will run concurrently with any bereavement leave to which an employee may be entitled under OFLA.

Section 22.2 Pay Calculation

For employees working a full-time schedule, pay shall be equal to eight (8) hours' pay. For employees working a mini-schedule, pay shall be equal to the length of the mini-schedule that the employee is working at the time the funeral leave is taken.

PART ONE – ARTICLE 23 JURY DUTY

Section 23.1 Full-time Compensation

An employee who is working a full-time schedule and who is called for jury duty shall receive the difference between the fee paid by the court for such service and eight (8) hours pay at the employee's contractual straight time wage rate, provided he/she returns to work on any day that he/she is excused from service.

Section 23.2 Mini-Schedule Compensation

An employee who is working a mini schedule and who is called for jury duty shall receive the difference between the fee paid by the court for such service and the pay for the number of hours in the employee's mini-schedule. Pay shall be computed at the employee's contractual straight-time wage rate, provided he/she returns to work on any day that he/she is excused from service.

PART ONE – ARTICLE 24 DISCIPLINE AND DISCHARGE

Section 24.1 Deadline for Discipline

The maintenance of discipline and efficiency is the province of the General Manager of the District.

Penalties for violations of discipline shall commence within ten (10) days worked by the employee from time of said violation. When it is necessary for management to investigate facts, the penalty shall commence within ten (10) days worked by the employee from time of completion of investigation.

Section 24.2 Warning Notices

The Employer shall not discharge or suspend any regular employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and furnish a copy of the same to the Union. No warning notice need be given to an employee before he/she is suspended or discharged for:

- A. A verified positive on a Random, Reasonable-Suspicion, Pre-Employment, Post- Accident, Return-to-Duty or Follow-up drug and/or alcohol test. Possession, sale, transporting, distribution, manufacture or use of alcohol, illegal drugs or any other disabling or controlled substance at any time while on duty and/or on District premises, which include buses or other LTD owned or operated vehicle(s) or facilities, except that an employee may possess and use medically authorized medication (over-the-counter or pre-scribed by a licensed physician) at work so long as the medication does not have disabling effects or otherwise adversely affect the employee's fitness for duty while at work. It is the employee's responsibility to determine from the physician, pharmacist, or other health care professional whether or not the prescribed or over-the-counter drugs could adversely affect the employee's fitness for duty or job performance. An employee taking lawful medication of any kind which has disabling effects or otherwise adversely affects the employee's fitness for duty must advise the employer and for failure to do so, may be subject to unpaid disciplinary suspension or discharge;
- B. Mishandling of District cash revenue;
- C. Gross insubordination;
- D. Deliberate destruction or removal of the District's or another employee's property;
- E. Posing an immediate or potential danger to public safety;
- F. Engaging in willful gross misconduct of such seriousness that it would meet an arbitrator's standard for such behavior;
- G. Possession of firearms while on duty;
- H. Workplace violence.

Initial warning notices shall not be effective for a period of longer than six (6) months from the date the warning is given. If an employee receives a second warning notice prior to expiration of the first, the warning notice will be effective for nine (9) months. If an employee receives a third warning notice prior to expiration of the second, the warning notice will be effective for one (1) year. Nothing in this paragraph impacts the District's ability to proceed to higher levels of discipline, including discharge, in accordance with other provisions of this Article.

Section 24.3 Notification to the Union

The Employer agrees to notify the Union in writing of the discharge or suspension of any regular employee.

Section 24.4 Right to a Hearing

A regular employee has the right to the grievance process for suspension or discharge.

Section 24.5 Probationary Employees

New hire probationary employees, during the first nine (9) calendar months of employment, may be discharged or suspended at the discretion of the Employer, without recourse through the grievance and arbitration procedure of this Agreement. Probationary employees are entitled to Weingarten rights, and will be provided a pre-disciplinary meeting prior to suspension or discharge.

PART ONE – ARTICLE 25 GRIEVANCE AND ARBITRATION

Section 25.1 Grievance Process

Whenever any dispute shall arise between the Employer and the Union or employees covered by this Agreement over the interpretation of, adherence to, or the application of the terms and conditions of this Agreement, the matter shall be handled in the following manner:

- Step 1. The dispute shall be taken up between the supervisor and the employee or Union representative as soon as possible, but not later than twenty (20) calendar days from the date the employee or Union should have had knowledge of the alleged occurrence.
- Step 2. If no agreement is reached, the grievance shall be reduced to writing, setting forth the specific facts giving rise to the grievance, the section of the Agreement alleged to be violated, and remedy sought within ten (10) calendar days after the conclusion of Step 1, but in no event later than forty (40) calendar days from the date the employee or Union should have had knowledge. This document shall be dated and signed by the Union and the Grievant. The Employer and the Union representative shall attempt to settle the dispute. Employer grievances may be initiated at this step.

Step 3.

Grievance Committee

If no resolution is found in step one or step two of the grievance process, the grievance will be submitted to the Grievance Committee. Within ten (10) days of the receipt of the grievance, the Grievance Committee shall convene and consider the grievance.

The Grievance Committee shall be composed of two (2) Union members designated by the ATU and two (2) non-bargaining unit people designated by the Employer. The Grievance Committee shall decide, by majority vote, whether to sustain or reject the grievance. If the committee is deadlocked, it can negotiate an alternative to the original action that prompted the grievance. If no agreement can be reached, or if the grievant/Union does not accept the Grievance Committee decision, the grievance can move to step four of the grievance process.

Grievance Committee members who are bargaining unit members will be paid by the Employer.

Step 4.

If no agreement is reached after the conclusion of Step 3, but in no event more than seventy (70) calendar days from the date the employee filed the grievance, the office of the Federal Mediation and Conciliation Service shall be requested by the party moving the grievance to arbitration to submit a list of seven (7) proposed arbitrators. The Employer and the Union shall each alternately strike from the list, one name at a time, until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by both parties. Time limits set forth above may be extended by mutual agreement in writing by the Employer and Union.

Section 25.2 Cost of Arbitration

The fee of the arbitrator shall be born equally by the parties.

Section 25.3 Authority of the Arbitrator

The arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretations of the Agreement. The authority of the arbitrator to award back pay is limited to a maximum of six (6) calendar months from date of his/her decision in the case.

Section 25.4 Arbitrator's Decision

The decision of the arbitrator shall be final and binding upon the parties. During the above process, there shall be no strike or lockout during the term of this Agreement.

**PART ONE – ARTICLE 26
DEPARTMENTS**

The Transit Operations, Fleet Services, and Customer Services Departments shall be recognized as three separate departments.

PART ONE – ARTICLE 27 NOTICE OF POSITIONS

When open jobs or minor promotions become available within the District, the Employer shall post notices of the availability of these positions. The District's employees shall be given preference for these positions if they can qualify. Qualifications shall be determined by the Employer.

PART ONE – ARTICLE 28 STATE LAWS

The Employer shall observe the state law with regard to Workers' Compensation and safety regulations. The Employer shall observe all city, county, and state traffic laws.

PART TWO – TRANSIT OPERATIONS EMPLOYEES

PART TWO – ARTICLE 29 TRANSIT OPERATIONS SIGN-UPS

Section 29.1 Job Assignment Bidding

The Employer shall allow operators to bid for specific job assignments or runs whenever route or schedule changes are being made. Such assignments or changes may be at the discretion of the Employer.

Section 29.2 Number of Bids

The Employer shall have a minimum of three (3) sign-ups per year in the Transit Operations Department as evenly spaced as is practical, to allow an operator to bid for his/her specific choice of runs. The Employer may make minor changes in schedules without a sign-up. A minor change is any change ranging from 0 to 5 minutes (up or down). Runs that become vacant between sign-ups can be reconfigured, continued, or discontinued at the discretion of the District. If the Union determines seniority rights of members have been violated by the sign-up procedures used by the Employer, or schedule changes have occurred, the Union may call for one (1) additional sign-up per contract year. Existing schedules will remain in effect until the new sign-up is completed.

Section 29.3 Bidding Procedure

Sign-ups will be conducted on weekdays in accordance with the rules established by the Employer. Operators scheduled to work during the sign-up period may submit a proxy bid in advance of the sign-up, on a form established by the Employer for that purpose, or may request to be relieved for the bid without pay, if such request is made by 9 p.m. on the day preceding the bid. Operators failing to be present at the scheduled time, or for whom no proxy bid has been submitted, shall be signed up by the Union representative, or in the event the Union representative fails to act, by the Employer.

Section 29.4 Union Officer in Bid Room

The District agrees that it will assign the Executive Board Officer or designee to work for up to 40 hours in the bid room during each of the three run bids (Fall, Winter and Summer),

and during the annual bus operator vacation bid. Such work shall be compensated by the District at the Executive Board Officer's, or designee's, regular rate of pay.

PART TWO – ARTICLE 30

TRANSIT OPERATIONS WORK ASSIGNMENT PROCEDURES

Section 30.1 Late and Absent Without Leave (AWOL)

Employees who are late or absent without leave shall forfeit their work assignment and shall not be paid for that day's work assignment unless they are reassigned to work.

Section 30.2 Late and AWOL Call Back

If an operator is late or AWOL, and he or she is called to report to work on that same day, the operator will accept any work assigned including the remainder of the work originally assigned.

Section 30.3 Required Call Back and Stand-by Time

Operators may be required to report for work as needed by the employer in order to meet the public transportation service requirements of the Lane Transit District. When an operator is required to report to work on his/her regularly scheduled work day, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay. When an operator is required to standby, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.

Section 30.4 Refusing Work Assignment

After completing the work assigned on the sign-up board, an operator will not then be penalized with an AWOL for refusal to do further work. Operators will not receive an AWOL for refusal to work days off, unless given twenty-four (24) hours' notice. Any operator turning down work will be penalized only for that amount turned down.

PART TWO – ARTICLE 31

TRIPPERS

A "tripper" is the regular scheduled work on a regular scheduled line. "Trippers" that are added between sign-ups may be offered to employees who are, as determined by the employer, able to do the work on the basis of seniority. If no said employee accepts such work, the work shall be assigned to the extra board. When an operator is required to report to work, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.

PART TWO – ARTICLE 32

EXTRA BOARD RULES

The application of this article shall be for the first day of the winter 2001 work assignment bid or March 1, 2001, whichever is earliest. Until this date the provisions of Article 33- Extra Board Rules of the prior Agreement between the parties shall remain in effect

Section 32.1 Hours of Work

The provisions of Article 16, "Hours of Work" applies to Extra Board Operators.

Section 32.2 Labor Management Committee

The provisions of this article will be reviewed by a joint labor-management committee for implementation of new sections and clarification of language.

Section 32.3 Full Time Extra Board

The employer shall, during the term of this agreement maintain, a minimum of twelve (12) full-time extra board positions. All full-time Extra Board operators shall be guaranteed eight (8) hours work each day and two (2) RDO's per week. All extra board slots are assigned by seniority in accordance with the bid procedures. For each scheduled workday on which an Extra Board Operator does not work his/her assignment, the operator shall have deducted from his/her guarantee the difference between the operator's assigned work and what work, if any, the operator performs.

Section 32.4 Mini Board Operators Hours of Work

Mini Extra Board operators shall be guaranteed 60 hours of work each pay period and shall have two (2) RDOs per week. For each scheduled workday on which a Mini Extra Board operator does not work his/her assignment, the operator shall have deducted from his/her guarantee the difference between the operator's assigned work and what work, if any, the operator performs.

Section 32.5 Assignments

Full time and Mini Extra Board operators will be assigned their work by 4:45 p.m. for the succeeding day. Assignments will be given out only by a supervisor or his/her designee. Extra Board operators must call in person for their assignments.

Section 32.6 "Red Line" Rotation

Full-time Extra Board operators will be marked-up for work in rotation under the revolving system. Rotation of the "red line" on the Board will be one name per calendar day, or as Union and Employer agree.

Section 32.7 Nine-and-One-half Hours Off Rule

If an Extra Board operator is in a position where the red line puts him or her in an early-on status for the next day and he/she does not meet the minimum nine-and-one-half (9.5) hours off requirement, then the operator will be ineligible for work until the nine-and-one-half (9.5) hours off requirement is met. The operator will be assigned the next available work after the nine-and-one-half (9.5) hours off requirement has been met.

Section 32.8 Mini Extra Board Assignments

Work assignments will be reasonably distributed as equally as possible. The employee on the Mini Extra Board with the least hours in the current pay period will be assigned the run with the most hours for the next day, providing that the employee is eligible for the work. This process will continue through the Mini Extra Board operators until all work has been assigned or placed on the open board.

Section 32.9 Temporary Assignments

An operator on temporary assignment as an Extra Board operator will be placed on the Board according to department seniority, except as provided in 32.10 below. Operators who bid full time work will be assigned to the full-time Extra Board.

Section 32.10 Assignment Priorities – Full-Time (Leave for Work Group)

Full-time Extra Board work for the succeeding day that pays eight (8) hours or more will be assigned according to the following priorities:

- A. First and Second Morning Standby Positions
- B. Early off
- C. Pay
- D. Late on
- E. Straights
- F. Splits
- G. Least Amount of Split
- H. Other Standby Time

Explanation: After the work is constructed, the first two eligible people under the red line will be assigned the two morning standby positions. The next person will be assigned the earliest off, the next most pay, the next late on, etc.

The first two morning standby positions shall be entitled to no cuts or call backs and shall be positioned in a manner to receive the optimal amount of available overtime. It is understood that the first two morning standby positions will be assigned in this manner only when the District is operating regular weekday service.

Current Day Assignments

- 1. Standby employees will be held responsible for watching the sign-out sheet.
- 2. When assigned to report time, the operator must report to the supervisor by that time. Standby operators must be available to the supervisor at all times.

Section 32.11 Open Work

The Employer retains the right to minimize overtime whenever possible. "Open" work will be assigned at straight time, whenever practical. Full-time Extra Board operators have priority for overtime. If a Mini Extra Board operator is in an overtime status and there is a full-time Extra Board operator available and eligible for the work, the work must be offered to the full-time Extra Board operator. "Open" work will be assigned to operators in the following order, with priority in accordance with 32.10 above:

- A. Extra Board operator (full time or mini)
- B. Contingency report operator (same day assignment only)
- C. Extra Board operators with current assignments that commence at or after 9 a.m.

- D. Extra Board RDO operators
- E. Operators in "Will Work" book
- F. Operators in "Interest" book
- G. Regular day off

Section 32.12 Required Reporting Pay

When an operator is required to report to work on the Extra Board, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.

Section 32.13 Work Refusal

After completing the work assigned, an Extra Board operator will not be penalized for refusing to do further work the same day. Operators will not be penalized for refusal to work on days off, except when given 24 hours' notice. Operators with prior day assignments may be required to work a maximum of twelve (12) hours, at the Employer's discretion.

Section 32.14 12-Hour Rules

An Extra Board operator who is assigned work of more than twelve (12) hours duration for a given day can reject the assignment provided he/she does so within thirty (30) minutes of the time of notification of the assignment. An operator who rejects an assignment in excess of twelve (12) hours will be assigned and/or relieved by the Employer in such manner that his/her total work hours for that day will not exceed 12. An operator who initially rejects an assignment in excess of twelve (12) hours can reclaim the total assignment by notifying the Transportation office within the first six (6) hours following his/her initial report time for that day.

Section 32.15 Special Service and Assigned Work

When charter work or special work conflicts with any assigned work, pay shall continue without a break until regular time off of assigned work.

Section 32.16 Standby Procedures

Standby Procedures: An Extra Board operator "on stand" is one who is on duty, waiting to be assigned to active work.

- A. The first Extra Board operator "on stand" has the option of choosing between two or more work assignments which are to be assigned at the same time. The Employer retains the option of canceling any piece of work at any time.
- B. "Five-hour" rule: When a standby operator has been on duty for five (5) hours, the Employer has the option to dismiss the employee for the remainder of the day with eight hours pay. When a standby operator is dismissed early, the Employer must simultaneously grant early dismissal to all other standby operators who had an earlier report time that day. A standby operator thus

eligible for early dismissal, who is on assignment at the time, will be dismissed at the conclusion of the current assignment. This provision does not apply to Mini Extra Board operators.

- C. Standby operators will be assigned runs on the open board in such manner as to allow ten (10) minutes from the time of assignment to catch the next transportation provided by the District to the relief location prior to the relief time. At present, 39 minutes prior to Eugene Station relief times and 29 minutes prior to Springfield relief times is required. These times may be modified by mutual agreement in the future.
- D. If no standby operator is on stand, and work is due out before the next standby operator is scheduled to report, the supervisor will attempt to offer the work to the standby operator(s) next scheduled to report, in which case the run or work report time may be assigned.
- E. In an emergency, work can be assigned by a supervisor by radio, telephone, or other means to any available operator, at the discretion of the Employer, any other assignment rules contained in this Agreement notwithstanding. An emergency shall be defined as anytime a situation arises with less than one (1) hours' time to respond to that situation. Emergencies may exist with more than one hour, by mutual agreement between the Union and the Employer.
- F. If a standby operator is to be assigned to work other than transportation work, the available operator(s) with the latest report time(s) will be assigned.

Section 32.17 Extra Work Following Assignment

An operator who has not completed the 8- or 12-hour work requirement for that day at the completion of a given assignment, will immediately report to the supervisor for assignment of additional work. An operator who desires extra work after completing his/her required work assignment(s) for the day must notify the supervisor of his/her availability. If more than one operator requests additional work, the operator whose rotational position on the Extra Board accords them the greatest work assignment preference for that day shall be offered the available work. The Employer may seek straight time options, including Mini Extra Board operators before assigning work at over time.

Section 32.18 Open Board

Open work not assigned to an operator shall be listed on the "Open Board."

Section 32.19 Working RDO Requests

Operators who are asked to work on their RDO must notify Transportation within ten (10) minutes of their intent. Failure to do so will result in the next operator down being called.

Section 32.20 Problem-Solving

Inquiries about errors on the Extra Board will be conducted by persons holding one of the following positions: Extra Board Liaison Officer, Executive Board Officer, Business Representative, or their temporary designee.

Section 32.21 Work Exchanges

Work exchanges by the Extra Board operators cannot affect board rotation or ability to accomplish assignments.

Section 32.22 New or Returning Employees

New or returning operators will first select from available open work. If none is available, they will be assigned to the Extra Board until the next general sign-up.

Section 32.23 Hold Down

Any run that is going to be open for one (1) week (Sunday – Saturday) or more, in full week increments, will be available for “hold down,” meaning it can be bid on and assigned to a single Extra Board Operator for the duration of the available assignment. No more than two (2) runs may be “held down” at any one time. The following rules shall apply to hold downs:

1. When hold down work becomes available, it will be posted on Monday by 1500 (3 pm) and remain posted until Thursday at 1500 (3 pm). It will be awarded by Thursday at 1645 (4:45 pm) with Friday’s work assignment. Hold downs not bid will be assigned on the daily Extra Board.
2. Hold downs may be bid in person, by phone or by proxy through one of the local Union officers. Bids must be submitted by Thursday at 1500 (3 pm) to be considered. Hold down bids will be awarded by seniority.
3. An Extra Board Operator awarded a hold down bid will, for the duration of the hold down assignment, be considered an “Inactive Extra Board Operator.” Inactive Extra Board Operators may not bid on other hold downs, and will not be eligible for extra work assignments, except by overall seniority, for the duration of the hold down assignment.
4. An Extra Board Operator awarded a hold down bid will be given the RDOs of the hold down.
5. When an operator whose run is being held down returns to work, that operator will reclaim their bid assignment, beginning on the next work day. The hold down operator will return back to the Extra Board for the remainder of the week, with the RDOs of the hold down. For the next week, the hold down operator will return to their regular RDOs.
6. An Extra Board Operator holding down work must call in after 1645 (4:45) on Saturday to check if their hold down is still in effect for the following week.

PART TWO – ARTICLE 33 ACCIDENT REPORTS

Section 33.1 Completing Accident Reports

Care shall be exercised by operators in making out accident reports. Operators shall be allowed up to thirty (30) minutes for writing out each and every accident report. Pay shall be in accordance with Article 16. Operators shall receive traveling time, in addition to the above, when required to travel to the office to make accident reports.

Section 33.2 Pay Allowance

Operators requested to travel to the office or claim department to make out special reports shall receive the same pay allowance as prescribed for accident reports.

PART TWO – ARTICLE 34 EXACT FARE SYSTEM

The Employer shall maintain the exact fare system.

PART TWO – ARTICLE 35 RESTROOMS

The Employer shall endeavor to have an available restroom on each bus line, which shall be available to all shifts, in addition to the downtown station restroom.

PART THREE – FLEET SERVICES EMPLOYEES

PART THREE – ARTICLE 36 FLEET SERVICES DEPARTMENT

Section 36.1 Tool Allowance

During the term of the Agreement, the Employer shall pay each Journeyman Mechanic the amounts below for each hour worked for compensation for the use of the employee's tools:

Effective July 1, 2014, or upon ratification, whichever is later – 30 cents per hour worked

Effective July 1, 2018 – 33 cents per hour worked

Section 36.2 Tool Requirement

Journeyman Mechanics shall furnish their own hand tools

Section 36.3 Shift Differential

All employees of the Fleet Services Department will receive the shift differential below, if fifty percent or more of the hours worked by the employee is between 18:00 and midnight.

Effective July 1, 2014 – 60 cents per hour

All employees of the Fleet Services Department will receive the shift differential below, if fifty percent or more of the hours worked by the employee is between midnight and 0700 hours.

Effective July 1, 2014 – one dollar per hour

Section 36.4 Uniforms and Allowances

Fleet Services employees shall be furnished adequate coveralls. Further, the shoe allowance for workers required to wear safety shoes shall be one hundred seventy dollars (\$170) per year. The shoe allowance for workers not required to wear safety shoes shall be eighty five dollars (\$85) per year.

Section 36.5 Temporary Leadperson

Employees assigned as a temporary leadperson shall be paid 10 cents per hour less than a leadperson while assigned to such capacity.

Section 36.6 Sign-ups

The Employer shall have a minimum of one (1) sign-up per year, to take effect the first Sunday in March, in the Fleet Services Department, to allow an employee to bid for his/her specific shift assignment. If the Union determines seniority rights of members have been violated by the sign-up procedure used by the Employer, the Union may call for one (1) additional sign-up per contract year.

- A. Shift Selection: Will be bid by classification seniority. The District will determine the number of employees of each classification, on each shift.
- B. Days Off Selection: Journeyman Mechanics will bid days off on the basis of a mutually agreed seniority roster (see Supplemental Memorandum). Employees will be added to the bottom of this list in the future on the dates they attain the Journeyman classification.

Section 36.7 Lead Selection

The number, selection, retention, and replacement of both temporary and permanent Leadpersons is solely at the discretion of the Employer. Leadpersons may be temporarily assigned, with reasonable notice, to other shifts for a minimum of fifteen (15) working days and a maximum of forty-five (45) working days each calendar year at the discretion of the employer. An employee removed from a leadperson position for just cause will revert to his/her former classification, except in cases of termination from employment. Removal from a leadperson position, and reassignment to a former classification, does not require a prior written warning.

Section 36.8 General Service Worker Promotions

General Service Workers who are promoted to Journeyman Mechanic shall maintain their current wage rate until they qualify for a higher wage through longevity in the Journeyman Mechanic classification.

Section 36.9 Mini-Schedules

Employees working mini-schedules will not be used in the Leadperson, Journeyman Mechanic, or Journeyman Tire Specialist classifications. Mini-schedule employees may be used in all other classifications.

Section 36.10 Maintenance Instructors

A. Wage Rates

1. For the term of the Agreement, a Maintenance Instructor, when performing assigned instructional duties, will be paid an amount per hour above his/her normal wage rate as follows:

<u>Period</u>	<u>Amount</u>
Upon signature of this agreement	\$3.21 per hour

2. For the term of the Agreement, a Lead Instructor shall be paid as provided in Article 5 of this Agreement. Lead Instructors shall be paid five (5) percent above the wage for Journeyman Mechanic and the amount specified in Section A.1. above.

B. Selection of Maintenance Instructors

The number, selection and retention of Maintenance Instructors is the sole prerogative of the District.

C. Application of Overtime Premium

Any work performed as a Maintenance Instructor that is overtime, according to the terms of this Agreement, shall be paid at the overtime premium rate specified by this Agreement.

Section 36.11 Tool Insurance

In the event of fire, theft, flood, earthquake or any acts of man or nature, each and every Journeyman Mechanic's or Lead Mechanic's entire tool set shall be covered by the District's insurance policy. In such an event as named above the District will repair or replace any damaged tools at the market value of tools lost. Replacement tools may not be of an inferior quality or after-market version of what the Journeyman Mechanic had lost in the event. The District shall pay the deductible of the insurance policy.

Section 36.12 Shift Overlap and Start Time

All shifts scheduled for Journey Level Mechanics shall overlap by a minimum of fifteen (15) minutes. Where there is no scheduled shift before (e.g. no Saturday graveyard) the shift will begin a minimum of fifteen (15) minutes before the first bus sign-out.

PART THREE – ARTICLE 37
ATU DECALS

Section 37.1 ATU Decals

The District agrees to the placement of ATU decals on the revenue vehicles of the District with the following conditions:

- A. The District reserves the exclusive right to determine placement of the decals.
- B. The size of the decals shall not exceed five inches in height and six inches in width.
- C. The District reserves the right to remove the decals at any time for any reason.
- D. The ATU shall purchase the decals and provide them to the District.

Section 37.2 ATU Uniform Insignia/Patch

The District agrees to the placement of one (1), per shirt, ATU patch of insignia, on District issued uniform shirts of ATU Officers with the following conditions:

- A. The patch or insignia shall not exceed two-and-one-half inches (2.5”) in height by two-and-one-half inches (2.5”) in width.
- B. The ATU shall purchase the patch or insignia.
- C. The patch or insignia shall be placed either on the right breast pocket or the left shoulder of the Officer’s uniform shirt.
- D. The ATU agrees to have the patch or insignia removed after the Officer’s term is expired.
- E. This section applies to elected Officers employed by the District, defined as Executive Board Officer, Secretary-Treasurer, Liaisons, and Shop Stewards.

PART FOUR – CUSTOMER SERVICES EMPLOYEES

PART FOUR – ARTICLE 38
CUSTOMER SERVICE

Section 38.1 Special Conditions

The Union and Employer mutually recognize that the conditions of work at the Customer Service Center have special needs and requirements to meet the service requirements of the District. In order to meet those special conditions, the provisions of this article shall apply only to the Customer Service Center employees and shall be controlling if in conflict with the other rights or benefits defined in other Articles of this agreement.

Section 38.2 Customer Service Schedule Sign-ups

- A. The Employer shall have a minimum of three (3) sign-ups per year for employees of Customer Services to allow an employee to bid by seniority for his/her specific work schedule. If the Union determines seniority rights of members have been violated by the sign-up procedure used by the Employer, the Union may call for one (1) additional sign-up per contract year.
- B. To meet service requirements of the Customer Service Center, employees may be required to alter their bid work schedule for a short-term duration. Such schedule modification shall not be for a period longer than two weeks without the mutual consent of the employee.

Section 38.3 Preparation Time

Customer Service employees will be allowed reasonable and adequate time at the beginning and ending of their shifts to complete their duties.

Section 38.4 Service Lockers

A locking compartment will be provided for Customer Service employees for securing personal belongings while on duty with the District.

Section 38.5 Other Employees

The District is entitled to utilize non-bargaining-unit employees to perform the work normally performed by the Customer Services employees, where circumstances reasonably warrant (i.e., sale of tokens or passes during staff or other group meetings, during special promotion events, etc.).

Section 38.6 Other Work Assignments

Customer Service employees may be required by the Employer to do other work than that which is associated with customer service. Employees shall be paid at not less than the same hourly rate to which they are entitled for their classification. However, should customer service employees do other work for the Employer which is paid for at a higher hourly rate than the customer service employee's pay, they shall receive such higher rates of pay.

Section 38.7 Call Back and Stand-by Time

- A. When a customer service representative is called back to work, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay. If a customer service employee is called back on their regular day off (RDO) then he/she shall be guaranteed a minimum of eight (8) hours or six (6) hours for flex schedule employees, at the applicable wage rate. When a customer service employee is required to standby, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.
- B. Employees may volunteer to attend Customer Service staff meetings held on an employee's RDO, and he or she shall be compensated for the time of staff meeting. If an employee is required to report on his/her RDO for the

purpose of attending a staff meeting then he/she shall be guaranteed a minimum of eight (8) hours or six (6) hours for flex-schedule employees, at the applicable wage rate and be expected to work unless relieved of duty by mutual agreement.

Section 38.8 Lates and AWOL's

If a Customer Service Representative is late or AWOL, then that employee shall be assigned available work, if any.

Section 38.9 Assigned Overtime

The employer shall attempt to give as much notice as possible of the need to work overtime. Assignment of overtime shall be made first to the flex-schedule employees, then by extending the schedules of employees whose schedule is adjacent to the available work, and last, by calling employees back to work in order of seniority.

In assigning overtime work, the employer agrees to consider any unusual circumstances that might cause the overtime assignment to be an undue hardship or burden upon the employee. The service requirements of the Customer Service Center are paramount and employees may be required to perform overtime work. If required by the employer by 18:00 of the day prior to an overtime assignment, employees shall not be permitted to refuse such overtime assignments.

Section 38.10 Personnel File

Customer service employees will be provided an opportunity to initial documents that are relied on for performance assessments before entering them in his or her personnel file.

Section 38.11 Flex-Schedule Employees

The Employer may assign employees (by seniority bidding) where the primary responsibility is to provide work coverage for other employees' work schedules as the need arises and as determined by the Employer. Such employees shall be identified in the bid as the flex-schedule employees. Flex-schedule employees shall have the following conditions as part of their work schedule:

- A. Flex-schedule employees shall be guaranteed a minimum of 60 hours' work per two-week pay period.
- B. Flex-schedule employees will be assigned a regular schedule of work and days off, but it can be altered from day to day to meet the operational needs of the employer due to vacation, use of sick leave or other absence or vacancy of regularly assigned employees. Flex-schedule employee assignments will usually be made prior to 18:00 on the day before the assignment.
- C. When reasonable, and as workload needs determined by the employer occur, flex schedule employees shall be allocated overtime on a priority basis.
- D. The employer shall schedule a minimum of two days off for each workweek for flex-schedule employees.

Section 38.12 Vacation and Floating Holiday Sign-up

Customer Service Center employees shall bid vacation days in a separate bid from floating holidays. Vacations shall be bid first on the basis of seniority followed by a bid for the floating holidays. Vacation selections made by employees during weeks that include a holiday shall have the holiday placed in the floating holiday bid and bid following completion of the vacation bid. Except for conditions of this section, the other provisions governing vacation and floating holidays in Articles 19 and 20 shall apply to customer service center employees.

PART FIVE – GENERAL

PART FIVE – ARTICLE 39 MUTUAL COOPERATION

Section 39.1 Work Continuance During Negotiations

The Employer and the Union agree that all available methods will be used to avoid any work stoppage during negotiations, so as not to interfere with the orderly transportation of the general public in the area served by the Lane Transit District.

Section 39.2 Commencement of Negotiations

Both parties agree it is in their best interest to begin negotiations four (4) months prior to the termination date of this Agreement and attempt to reach agreement three (3) months prior to the termination date.

Section 39.3 No Lockout or Strikes

There shall be no lockout or strikes during the term of this Agreement.

Section 39.4 Non-Discrimination

The Union recognizes the employer's obligations to comply with applicable federal/state regulations pertaining to equal employment requirements (EEOC, BOLI, ADA, Affirmative Action, etc.). Upon request, the Union will meet with the District to develop mutually agreed methods of compliance where such District compliance obligations may be in conflict with one or more provisions of this agreement.

PART FIVE — ARTICLE 40
DURATION

This agreement shall be effective July 1, 2017, and shall continue in full force and effect until June 30, 2021, and shall continue in full force and effect thereafter, unless either party shall serve notice in writing at least sixty (60) days in advance of the anniversary date of this Agreement, terminating the terms and conditions hereinbefore set forth.

Executed this 5th day of April, 2018

LANE TRANSIT DISTRICT

For the Employer:



Aurora Jackson
General Manager



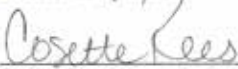
Mark Johnson
Assistant General Manager



David F. Collier
Director of Human Resources and Risk
Management



Jake McCallum
Director of Operations




Cosette Rees
Director of Accessible and Specialized
Services

**AMALGAMATED TRANSIT UNION
DIVISION NO. 757**

For the Union:



Shirley Block, President
Amalgamated Transit Union Local 757



Jonathan Hunt, Vice President
Amalgamated Transit Union Local 757



Carl Faddis
Executive Board Officer



John Hampton
Recording Secretary



Lora Rangel
Extra Board Liaison



Bill Bradley
Fleet Services Liaison Officer



Tony Zaccchino
CSC Steward

Appendix 1

ATU-Represented Pay Table January 1, 2017 through June 30, 2018

Transit Operations	1st 12 Months	Next 9 Months	2nd 9 Months	3rd 9 Months	4th 9 Months	Thereafter
Bus Operator	\$18.78	\$20.03	\$21.26	\$22.50	\$23.76	\$25.00
Fleet Services						
Lead Journeyman	\$23.10	\$24.57	\$26.06	\$27.56	\$29.05	\$30.87
Journeyman Mechanic	\$21.97	\$23.41	\$24.85	\$26.25	\$27.71	\$29.42
Journeyman Tire Specialist	\$21.97	\$23.41	\$24.85	\$26.25	\$27.71	\$29.42
General Service Worker	\$18.41	\$19.61	\$20.83	\$22.07	\$23.26	\$24.80
Lead Detailer	\$18.72	\$19.96	\$21.20	\$22.42	\$23.66	\$24.90
Equipment Detail Technician	\$17.87	\$19.03	\$20.21	\$21.37	\$22.51	\$23.72
Lead Inventory Technician	\$20.01	\$21.28	\$22.60	\$23.95	\$25.27	\$26.91
Inventory Technician	\$19.07	\$20.28	\$21.54	\$22.84	\$24.05	\$25.64
Customer Services						
Lead Customer Service Representative	\$18.72	\$19.96	\$21.20	\$22.42	\$23.66	\$24.90
Customer Service Representative	\$17.87	\$19.03	\$20.21	\$21.37	\$22.51	\$23.72
Facilities Services						
Station Cleaner	\$18.72	\$19.96	\$21.20	\$22.42	\$23.66	\$24.90

ATU-Represented Pay Table July 1, 2018 through June 30, 2019

Transit Operations	1st 9 Months	2nd 9 Months	3rd 9 Months	4th 9 Months	5th 9 Months	Thereafter
Bus Operator	\$19.34	\$20.63	\$21.90	\$23.18	\$24.47	\$25.75
Fleet Services						
Lead Journeyman	\$23.79	\$25.31	\$26.84	\$28.39	\$29.92	\$31.80
Journeyman Mechanic	\$22.63	\$24.11	\$25.60	\$27.04	\$28.54	\$30.30
Journeyman Tire Specialist	\$22.63	\$24.11	\$25.60	\$27.04	\$28.54	\$30.30
General Service Worker	\$18.96	\$20.20	\$21.45	\$22.73	\$23.96	\$25.54
Lead Detailer	\$19.28	\$20.56	\$21.84	\$23.09	\$24.37	\$25.65
Equipment Detail Technician	\$18.41	\$19.60	\$20.82	\$22.01	\$23.19	\$24.43
Lead Inventory Technician	\$20.61	\$21.92	\$23.28	\$24.67	\$26.03	\$27.72
Inventory Technician	\$19.64	\$20.89	\$22.19	\$23.53	\$24.77	\$26.41
Customer Services						
Lead Customer Service Representative	\$19.28	\$20.56	\$21.84	\$23.09	\$24.37	\$25.65
Customer Service Representative	\$18.41	\$19.60	\$20.82	\$22.01	\$23.19	\$24.43
Facilities Services						
Station Cleaner	\$19.28	\$20.56	\$21.84	\$23.09	\$24.37	\$25.65

ATU-Represented Pay Table July 1, 2019 through December 31, 2019

	1st	2nd	3rd	4th	5th	
Transit Operations	9 Months	9 Months	9 Months	9 Months	9 Months	Thereafter
Bus Operator	\$19.73	\$21.04	\$22.34	\$23.64	\$24.96	\$26.27
Fleet Services						
Lead Journeyman	\$24.27	\$25.82	\$27.38	\$28.96	\$30.52	\$32.44
Journeyman Mechanic	\$23.08	\$24.59	\$26.11	\$27.58	\$29.11	\$30.91
Journeyman Tire Specialist	\$23.08	\$24.59	\$26.11	\$27.58	\$29.11	\$30.91
General Service Worker	\$19.34	\$20.60	\$21.88	\$23.18	\$24.44	\$26.05
Lead Detailer	\$19.67	\$20.97	\$22.28	\$23.55	\$24.86	\$26.16
Equipment Detail Technician	\$18.78	\$19.99	\$21.24	\$22.45	\$23.65	\$24.92
Lead Inventory Technician	\$21.02	\$22.36	\$23.75	\$25.16	\$26.55	\$28.27
Inventory Technician	\$20.03	\$21.31	\$22.63	\$24.00	\$25.27	\$26.94
Customer Services						
Lead Customer Service Representative	\$19.67	\$20.97	\$22.28	\$23.55	\$24.86	\$26.16
Customer Service Representative	\$18.78	\$19.99	\$21.24	\$22.45	\$23.65	\$24.92
Facilities Services						
Station Cleaner	\$19.67	\$20.97	\$22.28	\$23.55	\$24.86	\$26.16

ATU-Represented Pay Table January 1, 2020 through June 30, 2020

	1st	2nd	3rd	4th	5th	
Transit Operations	9 Months	9 Months	9 Months	9 Months	9 Months	Thereafter
Bus Operator	\$20.03	\$21.36	\$22.68	\$23.99	\$25.33	\$26.66
Fleet Services						
Lead Journeyman	\$24.63	\$26.21	\$27.79	\$29.39	\$30.98	\$32.93
Journeyman Mechanic	\$23.43	\$24.96	\$26.50	\$27.99	\$29.55	\$31.37
Journeyman Tire Specialist	\$23.43	\$24.96	\$26.50	\$27.99	\$29.55	\$31.37
General Service Worker	\$19.63	\$20.91	\$22.21	\$23.53	\$24.81	\$26.44
Lead Detailer	\$19.97	\$21.28	\$22.61	\$23.90	\$25.23	\$26.55
Equipment Detail Technician	\$19.06	\$20.29	\$21.56	\$22.79	\$24.00	\$25.29
Lead Inventory Technician	\$21.34	\$22.70	\$24.11	\$25.54	\$26.95	\$28.69
Inventory Technician	\$20.33	\$21.63	\$22.97	\$24.36	\$25.65	\$27.34
Customer Services						
Lead Customer Service Representative	\$19.97	\$21.28	\$22.61	\$23.90	\$25.23	\$26.55
Customer Service Representative	\$19.06	\$20.29	\$21.56	\$22.79	\$24.00	\$25.29
Facilities Services						
Station Cleaner	\$19.97	\$21.28	\$22.61	\$23.90	\$25.23	\$26.55

ATU-Represented Pay Table July 1, 2020 through December 31, 2020

	1st	2nd	3rd	4th	5th	
Transit Operations	9 Months	9 Months	9 Months	9 Months	9 Months	Thereafter
Bus Operator	\$20.43	\$21.79	\$23.13	\$24.47	\$25.84	\$27.19
Fleet Services						
Lead Journeyman	\$25.12	\$26.73	\$28.35	\$29.98	\$31.60	\$33.59
Journeyman Mechanic	\$23.90	\$25.46	\$27.03	\$28.55	\$30.14	\$32.00
Journeyman Tire Specialist	\$23.90	\$25.46	\$27.03	\$28.55	\$30.14	\$32.00
General Service Worker	\$20.02	\$21.33	\$22.65	\$24.00	\$25.31	\$26.97
Lead Detailer	\$20.37	\$21.71	\$23.06	\$24.38	\$25.73	\$27.08
Equipment Detail Technician	\$19.44	\$20.70	\$21.99	\$23.25	\$24.48	\$25.80
Lead Inventory Technician	\$21.77	\$23.15	\$24.59	\$26.05	\$27.49	\$29.26
Inventory Technician	\$20.74	\$22.06	\$23.43	\$24.85	\$26.16	\$27.89
Customer Services						
Lead Customer Service Representative	\$20.37	\$21.71	\$23.06	\$24.38	\$25.73	\$27.08
Customer Service Representative	\$19.44	\$20.70	\$21.99	\$23.25	\$24.48	\$25.80
Facilities Services						
Station Cleaner	\$20.37	\$21.71	\$23.06	\$24.38	\$25.73	\$27.08

ATU-Represented Pay Table January 1, 2021 through June 30, 2021

	1st	2nd	3rd	4th	5th	
Transit Operations	9 Months	9 Months	9 Months	9 Months	9 Months	Thereafter
Bus Operator	\$20.74	\$22.12	\$23.48	\$24.84	\$26.23	\$27.60
Fleet Services						
Lead Journeyman	\$25.50	\$27.13	\$28.78	\$30.43	\$32.07	\$34.09
Journeyman Mechanic	\$24.26	\$25.84	\$27.44	\$28.98	\$30.59	\$32.48
Journeyman Tire Specialist	\$24.26	\$25.84	\$27.44	\$28.98	\$30.59	\$32.48
General Service Worker	\$20.32	\$21.65	\$22.99	\$24.36	\$25.69	\$27.37
Lead Detailer	\$20.68	\$22.04	\$23.41	\$24.75	\$26.12	\$27.49
Equipment Detail Technician	\$19.73	\$21.01	\$22.32	\$23.60	\$24.85	\$26.19
Lead Inventory Technician	\$22.10	\$23.50	\$24.96	\$26.44	\$27.90	\$29.70
Inventory Technician	\$21.05	\$22.39	\$23.78	\$25.22	\$26.55	\$28.31
Customer Services						
Lead Customer Service Representative	\$20.68	\$22.04	\$23.41	\$24.75	\$26.12	\$27.49
Customer Service Representative	\$19.73	\$21.01	\$22.32	\$23.60	\$24.85	\$26.19
Facilities Services						
Station Cleaner	\$20.68	\$22.04	\$23.41	\$24.75	\$26.12	\$27.49

Appendix 2

Date of Hire and Seniority Rankings By Department (update lists)

Pursuant to Part One – Article 18 Seniority, the following list shows the hire date and the seniority ranking of employees who were members of the bargaining unit as of July 26, 2000.

By way of mutual agreement between the Union and the District, for purposes of bidding vacation selection, and Tyanne Johnson shall do so according to District Seniority.

Customer Service Center Seniority List		
Seniority Rank	Name	Hire Date at CSC for Work Shift Bid Purpose
1	Velia Marquez-Stegner	08/17/92
2	Tony Zacchino	05/05/00
3	George Zakhary	04/01/15
4	Emily Cassell	10/12/16
5	Elyce Embery	02/20/17
6	Chon-Raye Brown	01/16/18
7	Karsyn Lenn	01/29/18

Customer Service Center Vacation Seniority List		
Seniority Rank	Name	Hire Date for Work Shift Bid Purpose
1	Velia Marquez-Stegner	8/17/92
2	Tony Zacchino	05/5/00
3	George Zakhary	04/01/15
4	Emily Cassell	10/12/16
5	Elyce Embery	02/20/17
6	Chon-Raye Brown	01/16/18
7	Karsyn Lenn	01/29/18

Facilities Services Seniority List		
Seniority Rank	Name	Hire Date for Work Shift Bid Purpose
1	Diane Peterson	06/28/98

Materials Management Seniority		
Seniority Rank	Name	Hire Date for Work Shift Bid Purpose
1	Mark Klein	04/04/11
2	Jerad DeJong	05/23/16
3	Scott Jones	08/01/16
4	Jay Ruscher	10/19/17

Maintenance Seniority by Hire Date

Original Hire	Employee	Job Title
08/15/1979	Crawford, Perry	Lead Journey Mechanic
11/23/1984	Tillett, Sherry	Inside Cleaner
09/24/1990	Compton, Rick J	ourney Mechanic
12/09/1990	Braun, Mary	Lead Inside Cleaner
11/11/1991	Hutchison, Bruce	Lead Journey Mechanic
06/27/1994	Anderson, David	Journey Mechanic
02/20/1996	Woolsey, Chuck	Journey Mechanic
05/05/1998	Allen, Joyce	Inside Cleaner
08/31/1998	Covey, Doug	Journey Mechanic
11/23/1998	Dudek, Dean	Journey Mechanic
06/01/1999	Johnson, Randy	Journey Mechanic
06/02/1999	Morris, Art	Journey Mechanic
11/27/2000	Schatz, Craig	Journey Mechanic
07/29/2002	Roche, Mark	General Serv Worker
08/05/2002	Ham, Chris	Journey Mechanic
06/06/2005	Scnear, Scott	Journey Mechanic
08/29/2006	Shipp, Allen	Journey Mechanic
05/07/2007	Peterson, Gunnar	General Serv Worker
09/10/2007	Blankenship, Tim	Journey Mechanic
11/26/2007	May, Jordan	Journey Mechanic
01/02/2008	Cooper, Kerry	Lead Journey Mechanic
02/18/2008	Means, Joe	Journey Mechanic
10/06/2008	Warner, Steve	Journey Mechanic
06/22/2009	Bradley, Bill	Tire Specialist - Journey
03/08/2012	Kelley, Riley	Journey Mechanic
09/18/2012	Pritchard, Jesse	Journey Mechanic
09/23/2013	Moore, Jerry	General Serv Worker
11/04/2013	Stewart, Sean	Journey Mechanic
11/03/2014	Guile, Darren	Journey Mechanic
03/23/2015	Gevas, Lori	Inside Cleaner
11/02/2015	Johnson, Judd	General Serv Worker
02/15/2016	Bradley, Brent	General Serv Worker
12/05/2016	Clark, Kellee	Inside Cleaner
04/11/2018	Tipler, Dalton	General Serv Worker

Operators Seniority List

“Active” Operators

Operator	Badge#	Seniority	Operator	Badge#	Seniority
1. Irene Maguire	60	09/18/1988-1	50. Rick Remior	662	12/26/2000-1
2. Tony Semien	113	09/18/1988-4	51. Larry Hampton	667	01/11/2001-1
3. Dick Ellis	119	06/11/1989-2	52. Gary Whitten	677	05/24/2001-1
4. Bob Younger	122	09/17/1989-2	53. Charles Sales Jr.	676	05/24/2001-2
5. Tom Benfatti	134	07/15/1991-1	54. Justin Martin	682	07/25/2001-3
6. Sherry Watson	266	07/17/1992-0	55. Nicole Burke	686	07/25/2001-6
7. Kiyo Clark	309	09/16/1993-2	56. Angie Vangsnes	691	11/05/2001-2
8. Frank Wikle	312	09/26/1993-1	57. John Redmond	690	11/05/2001-3
9. Marcie Pope	277	11/18/1993-1	58. Dottie Blackmarr	687	11/05/2001-5
10. Lisa Nicholson	320	11/23/1993-0	59. Fred Pearson	698	05/12/2003-1
11. Nancy Nielsen	331	07/18/1994-0	60. Timothy Blount	697	05/12/2003-3
12. Vern Wells	336	01/07/1995-0	61. Jonathan Bolden	501	08/11/2003-2
13. Annie Saville	344	07/11/1995-1	62. John Keith Geiger	711	02/16/2004-2
14. Bea Landeros	346	08/15/1995-0	63. Reen Jones	729	10/18/2004-2
15. Deborah Distabile	347	08/22/1995-0	64. Lora Rangel	734	10/18/2004-4
16. Victor Peredia	352	01/07/1996-1	65. Richard Tinkey	731	10/18/2004-5
17. Toni Hill	372	06/16/1996-1	66. Teresa Clark	738	02/21/2005-1
18. Margaret Dahl	374	06/16/1996-3	67. Arturo Moreno	742	02/21/2005-2
19. George Day	382	06/16/1996-6	68. Jamey Daniels	739	02/21/2005-3
20. Cindy Phillips	381	06/16/1996-7	69. Gary Janz	740	02/21/2005-4
21. Richard Shrope	392	09/22/1996-4	70. Johnny Montgomery	741	02/21/2005-5
22. Nikki Franco	395	09/22/1996-5	71. Shannon Phillips	746	04/04/2005-3
23. Dan Wick	396	09/22/1996-8	72. Robert Jensen	752	05/09/2005-2
24. Mike Duran	458	06/15/1997-0	73. Ron Slaton	754	05/09/2005-4
25. Erick Dahl	469	07/01/1997-8	74. Nicole Houghton	765	12/05/2005-3
26. Becca Emerson	476	07/01/1997-1	75. Marcia Moffitt	768	12/05/2005-4
27. Richard Aukerman	484	07/01/1997-1	76. Andrew Chandler	771	01/03/2006-2
28. Mary Garza	490	07/01/1997-1	77. Debra Pittman	769	01/03/2006-5
29. Mike Gutierrez	489	07/01/1997-2	78. Stacy Hunter	780	06/26/2006-1
30. Tim Jacobson	498	07/01/1997-2	79. Marco Ballesteros	785	08/07/2006-1
31. Pam Guthrie	512	08/20/1997-3	80. Sandra Hansen	787	08/07/2006-5
32. Cindy Meader	524	01/12/1998-1	81. Dee Patterson	788	08/07/2006-7
33. Ben Henry	525	01/12/1998-4	82. John Gelsomino	800	02/12/2007-2
34. Loretta Vitolo	560	04/27/1998-3	83. Steve Hill	802	02/12/2007-4
35. Gary Bennett	562	06/18/1998-2	84. John Hampton	807	05/07/2007-1
36. Syd Jacobson	575	08/31/1998-1	85. Gregor Diseth	806	05/07/2007-2
37. Carl Faddis	574	08/31/1998-3	86. David Martindale	810	05/07/2007-3
38. Troy Emerson	588	11/23/1998-1	87. Bryan Klabo	808	05/07/2007-4
39. Gail Cramblit	589	11/23/1998-4	88. Julie Barrett	805	05/07/2007-6
40. Toni Valenzuela	595	02/22/1999-2	89. Cesar Saavedra	815	08/06/2007-1
41. Armando Reyes Ramirez	597	02/22/1999-3	90. Karen Burns	813	08/06/2007-2
42. Phil Mansfield	604	05/10/1999-1	91. Teresa Robinson	820	08/06/2007-3
43. Bill Mullican	605	05/10/1999-1	92. Bill Eisele	816	08/06/2007-4
44. Cesar Colindres	602	05/10/1999-4	93. Randy Dresser	814	08/06/2007-8
45. Tye Johnson	341	08/17/1999-1	94. Craig Morris	830	09/17/2007-4
46. Jeff Harley	632	04/10/2000-2	95. Kay Wafford-Ault	834	09/17/2007-5
47. Tom Strye	639	10/09/2000-1	96. Heather Ocker	832	09/17/2007-7
48. Dennis Heuer	657	10/09/2000-1	97. Dianna Strye	831	09/17/2007-8
49. Kasey Jones	658	10/09-2000-3	98. Matt Russell	841	12/13/2007-1

Operator	Badge#	Seniority	Operator	Badge#	Seniority
99. David Chamberlain	842	12/13/2007-5	148. Jake Carpenter	990	07/13/2015-8
100. Jim Liberato	845	02/04/2008-3	149. Dawn Dieckhoff	991	07/13/2015-9
101. Charlie Schroder	848	02/04/2008-5	150. Joseph Fuller	1001	08/10/2015-2
102. Mike Johnson	846	02/04/2008-6	151. Garit Sage	1005	08/10/2015-3
103. Robin Scott	857	05/05/2008-2	152. John Jenkins	1002	08/10/2015-4
104. John Goddard	859	05/05/2008-4	153. Jeff Langerud	1003	08/10/2015-6
105. Darryl Whitaker	858	05/05/2008-5	154. Chuck Bergfeld	1012	12/14/2015-1
106. Mark Durbin	853	05/05/2008-8	155. Matt Baucum	1019	12/14/2015-2
107. Mike Funderburk	881	11/07/2011-2	156. Becky McDermid	1015	12/14/2015-3
108. Frank DeBellis	880	11/07/2011-3	157. Michael Bridges	1013	12/14/2015-4
109. Julie Locke	884	11/07/2011-4	158. Garrett Clark	1018	12/14/2015-5
110. Steve Holmes	882	11/07/2011-8	159. Liz Alpers	1011	12/14/2015-6
111. Vonnie Willard	906	10/08/2012-1	160. Jeremiah Staggs	1017	12/14/2015-7
112. Cory Brooks	899	10/08/2012-4	161. Alex Hansen	1014	12/14/2015-8
113. Shelly Hollister	903	10/08/2012-7	162. Eric Taylor	1042	07/25/2016-1
114. Vita Furnari	901	10/08/2012-8	163. Aaron Nicholson	1040	07/25/2016-2
115. Jeremy Jones	915	03/04/2013-1	164. Lynay Jarvis	1036	07/25/2016-4
116. Nash Siegrist	918	03/04/2013-4	165. Michael Ocker	1041	07/25/2016-5
117. David McDaniel	916	03/04/2013-5	166. Patrick Brand	1035	07/25/2016-6
118. Mark Doyle	914	03/04/2013-6	167. Kelly Moninger	1039	07/25/2016-7
119. Cory Black	911	03/04/2013-7	168. Raj Maddux	1038	07/25/2016-8
120. Mark Chandler	913	03/04/2013-8	169. Ben Bourland	1034	07/25/2016-9
121. Gary Robbins	939	12/02/2013-1	170. Jesse Gordon	1045	08/15/2016-1
122. Kristina Kelso	940	12/02/2013-2	171. John Gangl	1044	08/15/2016-2
123. Cino Faulds	938	12/02/2013-4	172. Lisa Olds	934	08/15/2016-3
124. Ed Martin	941	12/02/2013-6	173. David Swanson	1047	08/15/2016-4
125. Mark Walker	950	02/17/2014-1	174. Whitney Bergfeld	1046	08/15/2016-6
126. Suzanne Rollins	948	02/17/2014-3	175. Laisa Harris	1053	09/12/2016-1
127. Adam De La Torre	944	02/17/2014-5	176. Ardel Peterson	1058	09/12/2016-3
128. Gary Sr Robbins	947	02/17/2014-6	177. Brett Nice	1056	09/12/2016-4
129. Ryan McElwain	946	02/17/2014-7	178. Ronni Nigh	1057	09/12/2016-5
130. Dianna Cavazos	962	07/14/2014-1	179. Becky Crowe	1052	09/12/2016-6
131. Stacy Bloom	961	07/14/2014-3	180. Ryan Mullican	1055	09/12/2016-7
132. Brian Dorsey	964	07/14/2014-4	181. Jason Creech	1051	09/12/2016-8
133. Lynda Tucker	966	07/14/2014-5	182. Diana Borum	1050	09/12/2016-9
134. Steven Roberts	979	12/08/2014-1	183. Carl Barnthouse	1066	12/12/2016-1
135. Bill Clum	974	12/08/2014-2	184. Allen Thramer	1075	12/12/2016-3
136. Nathan Alpers	973	12/08/2014-3	185. Tony Price	1074	12/12/2016-4
137. Jason Lundin	975	12/08/2014-4	186. Daniel Hunter	1071	12/12/2016-5
138. Albert Nokleberg	977	12/08/2014-6	187. Wade Johnson	1073	12/12/2016-6
139. Su Schnaible	980	12/08/2014-8	188. Anthony Jackson	1072	12/12/2016-7
140. Kyle Zoelch	981	12/08/2014-9	189. Zach Gray	1070	12/12/2016-9
141. Glenn Jones	992	07/13/2015-1	190. Megan Donovan	1067	12/12/2016-1
142. Will Robbins	997	07/13/2015-2	191. Doug Heisler	1089	02/13/2017-1
143. Doug Ault	995	07/13/2015-3	192. Mark Bergland	1083	02/13/2017-3
144. Phillip Taylor	994	07/13/2015-4	193. Thomas Bettelyoun	1084	02/13/2017-5
145. Laura Strain	993	07/13/2015-5	194. Clark Hill	1090	02/13/2017-8
146. Scott Morton	829	07/13/2015-6	195. Mike Hawley	1088	02/13/2017-9
147. Thom Locke	996	07/13/2015-7	196. Steve Hixon	1106	04/03/2017-1

Operator	Badge#	Seniority	Operator	Badge#	Seniority
197. Che Robinson	1109	04/03/2017-2			
198. Karin Pearce	1108	04/03/2017-3			
199. Jim Young	1110	04/03/2017-4			
200. John Dowell	1104	04/03/2017-7			
201. Elizabeth White	1119	05/15/2017-2			
202. Farley Craig	1114	05/15/2017-3			
203. Kim Perkins	1117	05/15/2017-4			
204. Russ Stephens	1118	05/15/2017-5			
205. Steve Harry	1116	05/15/2017-6			
206. Daniel McGuire	1135	02/19/2018-1			
207. Karen Zepeda	1136	02/19/2018-2			
208. Jennifer Lauinger	1134	02/19/2018-3			
209. David DiLuna	1132	02/19/2018-4			
210. Todd Gibbs	1133	02/19/2018-5			
211. Rebecca Bassett	1131	02/19/2018-6			

Memorandum Of Agreement

Following is the mutually agreed seniority order of journeyman mechanics employed as of September 16, 1994, for the purpose of applying the days off selection procedure of Article 36, Section 6(b).

- | | |
|---------------------|----------------------|
| 1. Crawford, Perry | 12. Scnear, Scott |
| 2. Compton, Rick | 13. Shipp, Allen |
| 3. Hutchison, Bruce | 14. Tim Blankenship |
| 4. Anderson, David | 15. Cooper, Kerry |
| 5. Woolsey, Chuck | 16. Means, Joe |
| 6. Covey, Doug | 17. May, Jordan |
| 7. Dudek, Dean | 18. Kelley, Riley |
| 8. Johnson, Randy | 19. Warner, Steve |
| 9. Morris, Art | 20. Stewart, Sean |
| 10. Ham, Chris | 21. Guile, Darren |
| 11. Schatz, Craig | 22. Pritchard, Jesse |

LANE TRANSIT DISTRICT



AMALGAMATED TRANSIT UNION
DIVISION NO. 757



Letter Of Understanding

Lane Transit District and Amalgamated Transit Union, Division No. 757, hereby agree as follows:

With respect to Article 2q., Section 2, it is agreed the employees may possess or exchange legal alcohol within the employee parking lot of the Glenwood Facility for legitimate personal use off duty and off premises.

LANE TRANSIT DISTRICT



**AMALGAMATED TRANSIT UNION
DIVISION NO. 757**



Memorandum of Agreement Regarding Grandfathered EmX Operators

Regular Bid

Prior to Fall bid 2013, EmX was bid separately from the regular bid and operators who bid on EmX received a premium of \$2.00 per hour. These operators were known as “grandfathered”. Effective Fall bid 2017: An operator with grandfathered status shall bid a minimum of three (3) work days in a work week with EmX work to maintain premium pay. EmX work may be any percentage of the scheduled work for the work day. If there is no EmX work available to bid, the operator will not be eligible for the premium pay but will retain grandfathered status in regards to future bids. In all cases, if an EmX position is available based on seniority, and a grandfathered employee does not bid it, the grandfathered status will be permanently lost.

Extra Board

EmX work will be included in standard Extra Board assignments.

Memorandum Of Agreement
Commuter Expense Reimbursement Account

Effective January 1, 2019 (or earlier if possible), the District will establish a Commuter Expense Reimbursement Account for each employee. This account allows for employees to have their parking and commuter expenses deducted on a pre-tax basis, up to the limits provided by law.

Memorandum Of Agreement Pension Work Group

Following ratification of the 2017-2021 Agreement, the Union and District will immediately convene a workgroup to review potential funding options and consider a plan for a cost of living increase for Pension recipients. The workgroup will make its recommendation by the December 2019 Pension Trust Meeting. The District agrees to pay for all expenses associated with the workgroup.

Memorandum Of Agreement
Ratification Bonus

Following ratification of the 2017-2021 Agreement, the District will pay a ratification bonus of \$300, less required deductions, to each employee who is active on the date of ratification.

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