

AGREEMENT

Between

MASON TRANSIT AUTHORITY

of

SHELTON, WASHINGTON

and

INTERNATIONAL ASSOCIATION

of

MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 160

for the period

September 1, 2019 through August 31, 2022

Mechanics and Facilities

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AGREEMENT

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

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

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

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Mason Transit Authority of Shelton, Washington (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160 (hereinafter referred to as the "Union") as the exclusive collective bargaining agent for all regular full-time and regular part-time Maintenance Workers as certified by PERC.

ARTICLE 2 - RIGHTS OF MANAGEMENT

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Maintain the efficiency of the Employer's operations;
5. Determine the methods, means and personnel by which the Employer operates and conducts its business;
6. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's Handbook, providing that such policies, procedures, rules, and regulations do not conflict with the provisions of the Agreement; and that such policies, rules, and regulations are made available in writing to employees;
7. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer; and
8. Relieve employees from duty because of lack of work.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

ARTICLE 3 - JOINT LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established, which shall meet every other month, or more or less frequently as mutually agreed, to communicate and resolve issues of mutual interest in areas including, but not necessarily limited to: general operational issues as raised by either party; health and welfare concerns; apprenticeship program; and safety.

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

The Joint Labor-Management Committee may propose changes to the Union and the Employer, however, its recommendations are not binding and its actions are not a substitute for formal bargaining.

ARTICLE 4 - NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not take the place of a bargaining unit employee, except:

- (1) for purposes of instruction;
- (2) in cases of emergency or other unanticipated circumstances impacting shift or service coverage that are beyond the control of the Employer, or
- (3) if a bargaining unit employee is on an authorized leave of absence (e.g., medical, military, jury duty) for longer than fourteen (14) days.

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

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

ARTICLE 5 - EMPLOYEE EVALUATIONS

Mason Transit Authority reserves the right to evaluate employees' work performance. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. If an employee is dissatisfied with their evaluation, the employee may request and shall be granted a meeting to discuss the appraisal with the next level supervisor. The employee may attach a written response to the evaluation within seven (7)

days of the evaluation or meeting, whichever is later.

ARTICLE 6 - STRIKES OR LOCKOUT

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

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 Employees in positions in the bargaining unit represented by the Union will have the opportunity to voluntarily become members of the Union. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

Section 7.2 The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. may be written, electronic, or by recorded voice, and must be made to the Union. The employer will deduct once it receives the authorization. An authorization remains in effect until revoked in writing, in accordance with the terms and conditions of the authorization.

Section 7.3 The Employer shall schedule a voluntary meeting between newly hired employees and the designated Union representative. The employer shall provide written notice by email to the designated union representative of the time and place of such meeting. The meeting shall take place during the Employer's orientation process for the new employee; or, if there is not such orientation, within three days after the employee starts work. The union representative shall respond by email confirming the Union's availability to attend the meeting.

Section 7.4 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

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

Section 8.2 Union Steward. The Union shall designate one employee as Union Steward and one alternate to investigate complaints or claims of grievance on the part of the employees or the Union. Investigations will not interfere with the normal business of the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances and will inform the Employer if these activities require leaving their work area. If these activities require more than 30 minutes in a day, the Union Steward will meet with the Employer and seek mutual agreement as to the time necessary for these activities. Time spent by Union Stewards representing employees will be paid by the Employer when such time involves meetings with the Employer at the Employer's request or during a JLMC Meeting.

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

Section 8.3 Union Bulletin Boards. The Employer shall provide one bulletin board for the Union's exclusive use. The bulletin board is for the posting of rules, regulations, and notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business". Nothing posted on the bulletin board shall be derogatory in nature towards the Employer, its elected officials, its bargaining representatives, or other personnel.

Section 8.4 Union Access to Electronic Equipment. The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimus* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any communication is subject to inspection and public disclosure.

Section 8.5 Union Activity. No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.6 Union Leave. Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof; provided, however, that thirty (30) days' notice is given. Employees granted such leave may return to their former classification without loss of seniority rights, provided that they remain qualified, with or without reasonable accommodation, and there is a vacancy in that position.

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

than forty-eight (48) hours in advance.

ARTICLE 9 - INFORMATION TO BE FURNISHED TO THE UNION

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

Section 9.2 Employment/Classification. The Employer agrees to make available to the Union the following information regarding bargaining unit employees:

- a. A list of members and any new members.
- b. Classification of employees.
- c. Rate of pay of employees.
- d. Seniority date.
- e. Employee's loss of seniority for any reason.
- f. Job descriptions (if new or revised).
- g. Employee Handbook and other agency written policies.

ARTICLE 10 - NON-DISCRIMINATION

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

ARTICLE 11 - DISCHARGE AND DISCIPLINE

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

Section 11.2 Definitions: For purposes of this Article "active for work" is defined as: All paid time being credited towards the specified period of time. Any unpaid leave time beyond **ten (10)** consecutive calendar days will **not** be considered active for work, with the exception of military leave.

For purposes of this Article "active disciplines" are defined as: All disciplines that have not expired.

Section 11.3 Performance Counseling. Performance issues, unless other addressed in Section 11.4, will be administered through the performance counseling process set forth in

the Employer's Performance Counseling Policy and made part of this agreement. The Performance Counseling Policy is designed to address performance issues through five levels depending on the severity of the issue:

- a. Counseling and Verbal Warning
- b. Written Warning
- c. Decision-Making Leave
- d. Suspension
- e. Discharge

Section 11.4 Categories "A" & "B". Most performance problems in the workplace will fall under the Performance Counseling Policy as a means of correcting the performance. However, there are some infractions which, by their severity or seriousness, would warrant more immediate and decisive action and therefore are categorized as A or B offenses.

Category "A"

Category A infractions are major infractions having the potential of dismissal on a first (or any) occurrence. These include, but are not limited to:

- Prohibited harassment
- Prohibited discrimination
- Fighting or violence in the workplace
- Theft
- Gross insubordination
- Gross safety violations
- Reckless driving while operating MTA equipment
- Violations applicable to the Drug and Alcohol Policy
- Cell phone use in accordance with Washington State law
- Failure to report an accident
- Falsification of any employment record

Category "B"

Category B infractions are serious infractions having the potential of a written warning, a suspension or causing an employee to be placed on decision-making leave.

Discipline in this category will be issued in a line of progression, when appropriate. Examples of Category B infractions include, but are not limited to:

- Insubordination
- Responsibility for a serious incident
- Failure to follow accident procedures
- Falsification of or failure to file a report
- Traffic violations while operating MTA equipment

In the event a previous Category A violation is considered by the Employer in determining a subsequent disciplinary sanction and the subsequent discipline is subject to a Step 3 (arbitration) review in the grievance procedure found in Article 12, the impact of the previous Category A discipline on the subsequent discipline may be considered by the arbitrator in the arbitrator's application of the just cause standard.

Category A & B violations will remain in effect for twelve (12) months, to be extended by any periods when the employee is not "active for work." The period of effect may be extended up to thirty (30) months, commensurate with the seriousness of the violation and/or number of previous violations.

If an Employee is currently at a Written Warning or above level of discipline, a Category B infraction may result in termination of their employment at Mason Transit.

Section 11.5 Last Chance Agreement. In lieu of termination, the parties may agree to the terms of a Last Chance Agreement (LCA). The terms of an LCA are subject to the mutual agreement of the parties and unless otherwise agreed set no precedent for other disciplines.

Section 11.6 Notification of Disciplinary Action. In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Before imposition of discharge, demotion, or unpaid suspension, the Employer will provide advance notice of the intended disciplinary action.

An employee shall have the right to have a Union Steward present at a disciplinary interview, upon request. When a meeting with an employee has been requested by the Employer, and where discipline may result, it is agreed that it is the responsibility of the affected employee to request representation from their Shop Steward. If a Shop Steward is requested, the meeting will be scheduled for the next day, if necessary. If relief is required, it is the responsibility of the Shop Steward to request time-off.

Section 11.7 Appealing Discipline. Should there be any dispute between the Employer and the Union concerning the existence of just cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Counseling and verbal warnings shall not be subject to the grievance procedure. Written warnings may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the General Manager shall be attached to the written warning. If the parties fail to agree, the written warning will stand. The Union may attach a statement of their position to the written warning.

An Employee may appeal his/her suspension or dismissal through the grievance procedure. For purposes of this Article, "Decision-Making Leave" is considered a form of suspension.

An employee serving in their initial probationary period may be dismissed within the probationary period with no appeal of the dismissal. It is understood however, that a probationary employee has all rights to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

Section 11.8 Camera, Video or Audio. No camera video or audio recording shall be used by any manager against any IAM member for the purpose of finding misconduct or issuing discipline ("fishing" or targeted surveillance), except when there is an initiating event such as a complaint, accident, incident, or the Employer is made aware of a possible infraction. If misconduct is discovered during an appropriate review, corrective action may be taken if consistent with just cause. If discipline is issued, management and the Union Business Representative, or designee, may jointly review and discuss the recording.

Section 11.9 Reinstatement. In the event it is found that an employee has been discharged without just cause, such employee shall be reinstated to the employee's former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee's rights to the other benefits agreed to herein.

Section 11.10 Administrative Leave. The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure and is not considered a part of discipline.

Section 11.11 Reviewing Disciplines on File. An employee has the right to review both the personnel file maintained by Human Resources and the working file maintained by his/her Department.

Section 11.12 Discipline Copies to Union. The Employer will send copies of any written discipline placed in an employee's personnel file to the Union office.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

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

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

Step 1: Formal Grievance – Department Manager

Grievances must be filed within fourteen (14) days of the occurrence of the event which gives rise to the grievance, or within fourteen (14) days of when the employee is informed of the event, by the individual affected or through their Shop Steward, to the employee's department manager, or the manager's designee.

The employee's department manager, or the manager's designee, shall attempt to

satisfactorily settle the grievance within fourteen (14) days from the date of receipt of the employee's Step 1 grievance. Step 1 will include the following:

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

Step 2: General Manager

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within seven (7) days from the date of the department manager's, or the manager's designee's Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Representative of the Union.

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

The Employer's General Manager shall meet with the grievant, the Shop Steward, and the Business Representative of the Union within fourteen (14) days from the date of receipt of the Step 2 grievance, to attempt to satisfactorily settle the grievance. The General Manager will give a written response within seven (7) days of the meeting. If the Union is not in agreement with the written decision of the General Manager, the General Manager and the Business Representative of the Union will decide whether to submit the grievance to mediation or normal arbitration.

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

Step 3: Arbitration

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

The parties will strive to schedule the earliest available dates for the arbitration hearing. Prior

to commencement of the hearing, both parties shall stipulate to the issue(s) that will be presented for the arbitrator's consideration.

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

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

Each party shall be responsible for half the costs of the arbitrator's fees and any joint expenditures. Each party is responsible for any compensation and expenses relating to presentation of its own case, including any witness and attorney's fees.

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

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

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

- a. Employees participating in the preparation and conduct of an arbitration at the request of the Union will be paid through MTA's regular payroll process for such attendance; IAM will reimburse MTA for wages, PERS Employer contributions, and the value of all other compensation and benefits related to such attendance.
- b. MTA will submit a monthly billing to IAM for reimbursements due to MTA; billing to be itemized based on hours in attendance, wages, and the value of benefits.
- c. The billing rate will be based on an employee's straight time wage rate. Hours spent by employees participating in the preparation and conduct of an arbitration on behalf of the Union will not count as hours worked for purposes of overtime eligibility.

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

Section 12.8 Outcome of Grievance: In all cases, the grievant shall receive notification of the outcome of the employee's grievance.

Section 12.9 No Reprisals: There will be no reprisals against the grievant, the Union, the Employer, or others as a result of their participation in the grievance or arbitration process.

ARTICLE 13 - ALTERATION OF AGREEMENT

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

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

ARTICLE 14 - SAFETY

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

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

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

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

ARTICLE 15 - REQUIREMENT OF MEDICAL EXAMINATION

It is understood by the Employer and the Union that physical examinations or tests conducted by the physician of the Employer's choice may be required during the term of this Agreement.

Safety and health of the employees and customers of Mason Transit Authority necessitate these requirements.

Section 15.1 Cost of Exams. The Employer shall pay the full cost of a DOT medical exam when using the Employer's preferred certified medical examiner. The Employer will pay \$85.00 toward the cost of a certified medical exam when the Employee chooses their own DOT medical examiner. Costs incurred to obtain a Job Analysis/Return to Work report from a personal physician as part of a return to work agreement are not covered by the employer. Employees shall receive copies of all medical reports from such required examinations.

Section 15.2 Employer-Required Exams. Employer-required exams include: Drug and alcohol testing (pre-employment, random, post-accident, reasonable suspicion and return to work agreements), DOT medical exams to ensure an employee is medically qualified to fulfill their job duties. Employer required DOT medical exams must be performed by a provider on the National Registry of Certified Medical Examiners. Employer may exercise the right to choose the Certified Medical Examiner in cases of return to work agreements.

Section 15.3 Return to Work Exam. An employee returning to work following an injury or illness that causes an absence of more than three consecutive days, may be required to provide a completed Job Analysis/Return to Work form before returning to work. In certain situations, the Employee may be required to provide a Job Analysis/Return to Work form from both a certified medical examiner, and personal physician achieving concurrence before returning to work.

Section 15.4 Commercial Driver's License Examination. All Commercial Driver License (CDL) holders are required to undergo and successfully pass a DOT certified medical examination within 10 days of expiration throughout their employment. The Employee may choose to use an Employer selected certified medical examiner or may choose to use a certified medical examiner of their choosing for the required examination. Examinations are scheduled on the employee's own time. The employee must always carry the medical examiner's certificate on his/her person while driving a commercial vehicle and provide a copy to the Employer.

Employer Physician: If the employee chooses the Employer-selected certified medical examiner, the cost of the examination will be billed directly to and paid by the Employer, up to one time per year.

Employee Physician: If the employee uses a physician of their choosing, the employee must schedule his/her own examination. Employees using their own physician will provide the Administrative Services Manager with a copy of the completed physical examination, signed by their physician. The employee is eligible to receive reimbursement for the cost of the exam (to include any required co-pay for the office visit), up to one time per year, provided the employee submits satisfactory evidence of the costs he/she incurred. The maximum allowed reimbursement will be up to the same amount the Employer would have paid if the employee chose to use the Employer's physician.

ARTICLE 16- HOURS OF WORK, OVERTIME, INCLEMENT WEATHER PAY, PREMIUM PAY AND OTHER WORK ASSIGNMENTS

Section 16.1 The parties recognize that under normal working conditions forty (40) hours equals a normal workweek. It may, however, be necessary to allow, by mutual consent, variations to the hours of work to allow for flexible scheduling. The work week for pay purposes shall commence at 12:00am Sunday and end at 11:59 PM the following Saturday.

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

Section 16.2 An employee shall be deemed to be working in the following shift if the employee starts their shift within the following designated times.

4:30 a.m.	to	1:30 p.m.	Days
12:30 p.m.	to	9:30 p.m.	Swing

Each shift shall include an unpaid sixty (60) minute lunch period. Upon approval of the Employer, variations of the shift to accommodate different lunch periods may be permitted. Each employee shall be given a paid fifteen (15) minute rest period in each half of the shift to which the employee is assigned. Each employee who is assigned to work two (2) hours or more either before or after their scheduled shift shall be granted a fifteen (15) minute paid rest period at either the start or conclusion of their normal shift respectively.

Section 16.3 Overtime. All hours worked in excess of forty (40) in the work week shall be compensated at a rate of one and one-half (1-1/2) times the straight time hourly rate.

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

The Employer solely will determine the need for overtime and offer overtime accordingly. Employees must receive prior authorization from the employee's immediate supervisor before working overtime in excess of thirty (30) minutes, except in cases of emergency.

Scheduled overtime work shall be based on a voluntary sign-up sheet at the bid, and offered by rotation to the most senior qualified Employee in the classification first and then in descending order of seniority. If all Employees refuse the offered overtime, the lowest seniority employee within the classification shall be required to work. On a case-by-case

basis, overtime may be offered to other Employees outside the classification when mutually agreed upon by the Employer and Union.

Unscheduled overtime work shall first be offered on duty at the time when the need arises. In offering overtime work, the Employer will endeavor to distribute opportunities as evenly as possible. If no Employee volunteers to work overtime, it will be assigned to the least senior available Employee.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer. When mutually agreed upon between a supervisor and an Employee, a shift can be flexed to cover a shift or partial shift.

Section 16.4 Report Time. The Employee shall be considered as being on the payroll when he/she reports to work and is unable to perform his/her regular duties due to circumstances beyond their control. The Employer will determine when circumstances are beyond an Employee's control, including, but not limited to, floods, severe weather, natural disasters, public emergencies, etc. When an Employee is required to report to work, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.

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

Section 16.5 Call Back to Work Pay. Call back is defined as any time the Employer requires employees to return to work on an unscheduled basis to perform work after they have completed their regular shift and left the facility. Call in is defined as any time the Employer requires an employee to work when an employee has not yet started their regular scheduled shift on the call in day and the work is not connected to the employee's regular work shift.

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

Section 16.6 Temporary Assignments. It is solely a management right to determine when and if an employee shall be assigned to work as a lead or in a higher classification; this Section creates no obligation for any such designations to be made. However, in the event an employee is temporarily assigned by Management or a designee to work as a lead, in a higher paid classification, or to train other employees, the following conditions shall apply:

- a. Employees assigned to temporarily work as a lead for a minimum of two (2) consecutive

hours or more per incident shall receive their mechanic straight time hourly wage rate plus an additional ninety cents (\$0.90) per hour.

- b. Employees, designated to a temporary work assignment in a higher paid classification other than a lead position, shall receive their straight time hourly wage rate plus an additional ninety cents (\$0.90) per hour.
- c. Employees, other than leads, assigned to provide training to other employees in a classroom like setting shall be compensated at the rate of pay of \$.50 per hour for all hours assigned to train. This Section does not apply to any side-by-side training that occurs on the shop floor within the context of sharing knowledge and techniques with each other or instructing apprentices.
- d. In no event shall an employee, while working in a lower paid classification, receive less than his/her straight time hourly rate of pay.

Section 16.7 ASE Premium Pay. Technicians who successfully pass ASE certification tests listed below will receive an additional .25 per hour for each test passed. An additional .25 for a total of \$2.00 per hour will be given to technicians who successfully pass all ASE tests and obtain Master Certification. When such ASE certified technician is providing shop leadership coverage (serve as Lead Mechanic) there will be no additional pay.

Employees are responsible to keep certification current. Employees will lose the premium pay if certifications are not current.

Probationary employees are not eligible for the ASE premium pay until probation period is completed.

ASE tests to pass:

H2 – Diesel Engines

H3 – Drive Train

H4 – Brakes

H5 – Suspension and Steering

H6 – Electrical/Electronic Systems

H7 – Heating Ventilation and Air Conditioning

H8 – Preventative Maintenance and Inspection

The Employee will pay up-front registration and testing costs associated with ASE certification. The Employee is required to submit a copy of the certification of completion to the Employer within thirty (30) days of receiving said notification. Upon receipt of the certification of completion, the Employer will reimburse the Employee for the costs of the ASE tests, including registration costs. Reimbursement will be made on the Employee's paycheck within thirty (30) days of payroll receiving the Employee's certificate of completion.

Section 16.8 Meeting and Training Pay. Employees will receive their regular rate of pay for attendance outside of scheduled work hours at Employer required meetings and for attendance at Employer required or approved training sessions. If Employees are required to complete "homework assignments" outside of scheduled work hours, Employees will be paid

straight time for any hours completing such homework; however, proof of homework assignments must be submitted before receiving such pay.

Section 16.9 Inclement Weather Pay. When inclement weather conditions cause the Employer to curtail service, the employee shall receive their scheduled daily pay provided:

- a. The employee reports to work and remains on duty during the period of the scheduled regular work assignment (unless excused by the Employer); and
- b. The employee has not been notified eight (8) hours prior to their scheduled on-duty report time.

If the Employer has notified the employee eight (8), or more, hours prior to their scheduled on-duty report time, the employee shall not be entitled to inclement weather pay for the day or for any curtailed work days following the notice. The employee may use available vacation for the time loss. Any available work on curtailed service days will be assigned by seniority.

ARTICLE 17 - RATES OF PAY AND CLASSIFICATIONS

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

Section 17.2 New Classifications. In the event that a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten (10) days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay.

ARTICLE 18--PAID AND UNPAID LEAVES

Section 18.1 Leave Accruals. Employees are eligible to accrue paid leave benefits if they work (or are in paid leave status) one half (1/2) or more of a pay period. Employees who work (or are in paid leave status) less than one half (1/2) of a pay period shall receive prorated leave benefits; the proration will be based on the number of hours paid. Leave benefits accrued from the current pay period are available to the employee at the start of the following pay period (applies to all accrued leaves). An employee who exhausts their paid leave will begin earning accrued leave upon their return to work. Leave benefits shall not accrue when an employee is no longer in a paid status.

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

hours) and part-time employees will receive one personal leave day (4 hours).

Section 18.5 Vacation Leave.

a. Vacation leave entitlement and accrual: After completing six months of employment, eligible employees may take paid vacation leave. Regular full-time employees accrue vacation leave from the first pay period of their employment. Regular part-time employees accrue vacation leave at half the rate of a full-time employee per pay period. Temporary employees are not eligible to accrue vacation leave.

b.

VACATION ACCRUAL HOURS AND DAYS SCHEDULE

START OF SERVICE YEAR	ANNUAL HOURS	ACCRUAL RATE PER PAY PERIOD
0-1	96	3.69
Over 1-2	104	4.00
Over 2-5	112	4.31
Over 5-10	144	5.54
Over 10	192	7.38

Employees are encouraged to use their vacation hours. As of December 31 of each year, an employee's total vacation leave balance may not exceed two hundred forty (240) hours.

c. Scheduling Vacation Leave: Use of vacation leave must be approved in advance by the Maintenance Manager or designee. Vacations initially shall be scheduled according to seniority, then on a first-come, first-served basis, as follows:

- i. The Employer shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.
- ii. The vacation year shall be defined as a twelve (12) month period beginning January 1 and ending December 31.
- iii. A sign-up sheet will be posted in December of the preceding year for the purposes of seniority-based vacation bidding. Bidding will start the first Monday in December and will last a total of four (4) weeks. During the first two (2) weeks, vacation will be bid in weeks at a time. During the last two (2) weeks, single vacation days will be bid. The choice of vacation days shall be determined by seniority of each employee. When an employee selects a vacation week in which one of the fixed holidays fall (e.g., Christmas Day) the employee will receive four (4) days of vacation leave and one day of holiday pay.
- iv. Following the annual bidding, employees may request approval for vacation days following Department procedures.

- v. Vacation leave will only be granted if the employee making the request has a leave balance that, with projected accruals, would be sufficient to cover the entire leave request. The Employer reserves the right to cancel any approved leave request when there is insufficient leave balance to cover the total leave period. In such cases, the Employee will be given written notice of the cancellation.
 - vi. Pre-approved leave must be cancelled no later than two (2) p.m. on Tuesday of the week prior to the approved day(s) off.
- d. Vacation Payout: All accrued, unused vacation up to two hundred forty (240) hours will be paid upon resignation, termination or retirement, when an employee leaves MTA.

Section 18.6 Washington Paid Sick Leave: Washington Paid Sick Leave (WPSL) is available for all employees to use for qualifying reasons per state law. For a full description of the Employer's policy regarding WPSL, see the Washington Paid Sick Leave Policy, which is considered part of this agreement.

- a. Accrual: All employees begin accruing WPSL at the commencement of employment. All employees accrue WPSL at the rate of one hour for every 40 hours worked (including overtime). All full-time employees accrue WPSL at the rate of one hour for every 40 hours worked, but in no case accrue less than two (2) hours per pay period. (e.g., a full-time employee working 37 hours per week during a two-week pay period will accrue two (2) hours of WPSL.)

Part time, Seasonal, and Temporary employees will accrue WPSL at a rate of .025 per hour for each hour worked.

- b. Eligibility: All employees are eligible to use accrued WPSL beginning on the 90th day of employment. WPSL accrued during a pay period may not be used until the following pay period.

Section 18.7 Employer Paid Sick Leave: In addition to the Washington Paid Sick Leave, Employer paid sick leave is available for all regular, full-time employees to use for qualifying reasons as per the Mason Transit Authority Sick Leave (MTASL) Policy. For a full description of qualifying reasons and details of usage, refer to the policy, which is considered part of this agreement.

- a. Accrual. All eligible employees begin accruing MTASL at the commencement of employment. Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period. For example, 1.69 hours per pay period x 26 pay periods = 44 (rounded) hours of MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 hours. Hours above 960 will be forfeited.
- b. Use of MTASL. Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment. MTASL accrued during a pay period may not be taken until the following pay period.

Employees must provide reasonable notice, as described per the policy, to their team manager or designee regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the Paylocity Time-Off Request must be submitted on the day following the employee's return to work.

If the absence is foreseeable, the employee must notify his or her team manager at least 10 days, or as early as possible, before the first day MTASL will be used.

If the absence is unforeseeable, the employee, or a person on his or her behalf, must notify his or her team manager as soon as possible, preferably no later than one (1) hour before the employee's scheduled start time.

The employee may be required to provide verification for using MTASL for a qualifying reason, or upon reasonable suspicion of sick leave abuse (e.g., Pattern Absence), as provided in the policy. If verification is requested, the employee must submit a completed verification form to team manager or supervisor no less than 10 calendar days from the first day an employee used MTASL.

Unexcused absences may be subject to the Employer's Performance Counseling Policy.

Section 18.8 FMLA Leave. Eligible employees those who have worked ,12 months and at least 1,250 hours over the past 12 months, will be granted up to twelve (12) weeks of Family & Medical ("FMLA") leave in a twelve-month period for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one (1) year of the child's birth);
- the placement of a son or daughter for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one (1) year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Employees may take up to twenty six (26) weeks of FMLA in a single twelve (12) month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as "military caregiver leave").

FMLA leave may be paid, unpaid, or a combination of paid and unpaid, at the employee's discretion. All other aspects of FMLA leave will be administered in accordance with the Family and Medical Leave Act and MTA's FMLA policy.

Section 18.9 Washington Paid Family and Medical Leave. Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is

therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down by the State). Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The Employer shall pay any remaining portion as required by law.

Section 18.10 Jury/Court Duty. An employee summoned to jury duty during their scheduled shift shall submit their timecard showing work hours missed due to jury duty and actual work hours, so as to receive a normal workday's pay. A copy of the court notification for required jury duty must be provided to the Maintenance Manager fourteen (14) days prior to the commencement of the jury duty or as soon as is practicable.

MTA is not obligated to pay an employee for jury duty outside of an employee's scheduled work hours. Travel time to and from jury duty is not paid time. If an employee is scheduled to perform jury duty outside their normally scheduled shift, the employee may make arrangements to flex their shift, subject to approval by the Maintenance Manager.

Employees must keep the Maintenance Manager informed as to their status and availability for work. If an employee is able to work part of a shift before or after jury duty hours, the employee must report to work and perform normal work duties.

Section 18.11 Military Leave. Military Leave shall be provided in accordance with the Uniformed Services Employment and Reemployment rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner. Employees will receive regular pay for the first twenty one (21) days of military leave during the twelve (12) month period January 1 to December 31.

Section 18.12 Other Non-Medical Leaves. The Employer may, at its discretion, also grant leaves of absence with or without pay for other reasons the Employer considers valid such as for education purposes or personal non-medical related problems. Leaves will only be granted when they do not interfere with the operations of MTA. Requests for leaves must be made in writing to the Maintenance Manager, and must be approved by the General Manager. Non-medical leaves shall not exceed a period of six (6) months from the first day of the approved leave. Unpaid time off shall not be granted unless the employee has used all available and accrued paid leaves.

At termination of any leave of absence, the employee shall, upon application to the Maintenance Manager, be returned to their former classification. In the event the former classification has been abolished, then the employee shall be subject to the layoff provisions set forth in Article 22.

Section 18.13 Bereavement Leave. Employees are entitled to a maximum of three (3) days off with pay, when absent from scheduled workdays to attend to matters resulting from the loss of a member of the employee's immediate family. Immediate family includes spouse, parent, children, siblings, step-parents, step-children, grandparents, grandchildren, parents-in-law, and brothers or sisters-in-law. The employee may be asked to provide documentation, which may be a doctor's statement, newspaper article, death certificate, etc., prior to being

granted the leave.

Section 18.14 Shared Leave Policy. MTA allows employees to transfer MTA sick leave or vacation leave to a coworker who has exhausted his/her available paid leave if the receiving employee:

- If the employee has available FMLA hours;
- Has completed the probation period;
- Is unable to work due to a serious health condition, or need to care for a dependent with a serious health condition;
- Provides a Certification of Health Care Provider for Employee/Family Member's Serious Health Condition (FMLA) with the request;
- Is not eligible to receive worker's compensation benefits, unemployment benefits, State retirement pension or long-term disability insurance.
- Has not received more than a total of 600 hours over their term of employment

This MTA sick leave or vacation transfer is strictly voluntary and is based on the following criteria:

- MTA sick leave or vacation hours donated cannot reduce the MTA sick leave or vacation balance to less than forty (40) hours;
- Employee has not donated more than twenty four (24) hours of sick leave within the last twelve (12) months; unless employee receives authorization from the Human Resources Manager;
- Hours donated are on an hour-for-hour basis in one hour increments;
- The hours are donated to a recipient who meets the eligibility requirements;
- The hours donated will be returned on a pro-rata basis if they are not used by the recipient.

The MTA sick leave or vacation transfer is made using the "Shared Leave Donation" form, which can be obtained from the "NDrive_Update_Shared_Policies_Procedures_&_Forms", or from the Administrative Services Team. The Administrative Services Manager will approve requests on a case-by-case basis.

Shared Leave will expire January 1, 2020

ARTICLE 19 - PERSONNEL BENEFITS

Benefits are available for all employees and are adjusted when applicable to an employee's classification. Additional details are available in policy documents, where applicable.

Section 19.1 Health Care & Insurance Benefits.

Healthcare Benefits and Contributions Rates. The Employer provides medical, dental, and vision benefits to all eligible employees and their dependents. The Employer may elect to change carriers during the term of this Agreement. The actual plan provider, as well as the coverage offered, may be revised at the discretion of the Employer. The Employer has

authority to take any action necessary to avoid fee, charge, tax, premium increase, or other monetary penalty attributed to the Affordable Care Act's Excise Tax on High Cost Coverage (the "Cadillac Tax"). However, prior to any changes being instituted, the Employer agrees to convene a committee of a Management Representative, the Union Representative and two (2) employees; one (1) each of represented and non-represented to explore options.

Contribution Rates. The Employer will contribute an amount equal to ninety-five percent (95%) of the total health care premium for each bargaining unit employee eligible for healthcare benefits. Employees are required to pay, through payroll deduction, the employee share of the monthly contribution premium. If the amount of the monthly premium increases by more than 10% during any year, the employees and Employer will split the cost of premium increase.

Insurance Benefits. Employer pays the cost of Life Insurance and Long-term Disability Insurance for eligible employees.

Eligibility. Coverage begins on the first day of the month following start of employment. Specific types of coverage, employee/dependent eligibility definitions and benefit payment schedules are described in Employer's healthcare and insurance plan booklets available to eligible employees through Human Resources.

Self-Pay Due to Leave of Absence. Health care coverage is available to an employee on unpaid, non-medical leave of absence provided the employee continues to pay for the coverage on a self-pay basis. The coverage of employees on a medical leave of absence will be continued; however, employees are responsible for their percentage contribution to the monthly premium.

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

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

Section 19.3 Deferred Compensation Plan. As part of the retirement savings package, all regular employees may participate in the Washington State Deferred Compensation Plan or AIG/Valic as part of their retirement savings package. Annual limits on the deferred amount, as set by the federal government, will apply.

Section 19.4 Education Assistance Program. Regular, full-time employees with one or more years of employment are eligible for reimbursement for courses that employees take at a recognized institution. These courses must, in the opinion of Human Resources, realistically increase the employees' competence in their present jobs or prepare them for advancement in the agency.

Maximum reimbursement is \$750 per quarter and \$2,250 per employee per year, approved in one-year increments, with a life-time maximum of \$9,000 per employee. The employee must

receive a "C" grade or better (or "Pass" grade in classes which can only be taken "Pass or Fail"). Reimbursement will be made upon completion of the course and submission of course grades. The employee must submit a copy of the record showing grade achieved with his/her request for reimbursement. Books and materials will be reimbursed. Meals and transportation costs will not be reimbursed. Time off from normal work hours to attend or travel to classes will be allowed with prior authorization from the Maintenance Manager.

Section 19.5 Employee Assistance Program. Employer provides access to the Employee Assistance Program at no charge to all employees and their dependents. The EAP provides confidential help to resolve a variety of issues, including physical or mental illness, substance use/abuse, legal, financial or other personal problems.

Section 19.6 Transportation Passes. MTA employee's immediate family shall be provided transportation passes during the employee's employment.

For purposes of this benefit, an employee's dependent is defined as a spouse as evidenced by a marriage license, a domestic partner, or a dependent child of the employee between the ages of 7 and 19 residing with the employee, and a child older than 19 who resides with employee but qualifies as a dependent due to a disability.

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

ARTICLE 20 - PERSONAL TOOLS AND WORK CLOTHES

Section 20.1 Personal Tool Allowance. The Employer will provide an annual tool allowance to all Mechanics required to provide personal tools as part of their duties of employment in the amount of \$775.00 per year, payable semi-annually (\$387.50 paid the first full pay period in June and \$387.50 paid the first full pay period in December). A Support Specialist will receive half the tool allowance amount.

Eligibility: In order to be eligible for the full tool allowance, employees must be full-time employees who have successfully completed their probationary period and are in an active paid status for each full six-month period. If an employee is not in an active paid status for the entire six-month period, benefits shall be prorated for that portion of the six months actually spent in an active paid status; if the employee is on an unpaid status at the time the tool allowance is due, he shall be paid such prorated benefits upon return to active paid status. New employees shall be considered eligible for a tool allowance after completion of their probationary period; tool allowance benefits shall be prorated from the date of initial eligibility. The allowance will be paid through the payroll process. The amount will be considered part of gross earnings and is subject to all withholdings and required deductions.

- a. Tool Inventory/Insurance: The Employer will provide insurance coverage based on replacement value for job-related tools in the event of loss or damage due to fire, theft or other catastrophic loss. As a condition of this insurance, each employee is required to provide and maintain an accurate inventory of all tools kept on Mason Transit property. It is solely each employee's responsibility to provide the Employer with an accurate tool inventory. Creation and maintenance of the tool inventory must be done on the employee's own time. Each individual is responsible for updating their inventory

whenever additional tools are acquired. This list will be reviewed and signed by the employee's supervisor. If a loss occurs, only those tools listed on a signed tool inventory will be replaced.

- b. Repair of Tools: Employees are responsible for all costs associated with the repair or replacement of their own tools. An employee is responsible for providing certification that their torque wrench has been recalibrated at least once every two years.
- c. Special Tools: All special and heavy-duty tools, power tools and tools larger than one-half inch (1/2") drive, as determined to be necessary by the Employer, shall be furnished and maintained by the Employer.

Section 20.2 Safety Shoe Allowance. Employees are required to wear approved safety shoes at all times when working. Included in the first pay period upon employment, employees will be granted their annual safety shoe allowance of \$200 to purchase required safety shoes. Proof must be provided that the shoes meet the ANSI standard. Employees will be given a safety shoe allowance annually on their anniversary date of hire.

Section 20.3 Work Clothes. The Employer shall continue to provide work clothing and foul weather gear as currently provided, including, but not limited to, waterproof clothing for the detailer(s).

ARTICLE 21 - SENIORITY

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

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

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

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

- a. The time lost by reason of industrial injury, industrial illness or jury duty.
- b. The time spent on authorized medical leave of absences, parental and family leaves.
- c. The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States.

- d. The time spent on authorized Union business or on leave of absence for Union business.
- e. The first thirty (30) days of any other authorized leave of absence.
- f. The time on layoff from the bargaining unit not to exceed in each instance a period of twelve (12) months.

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

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Retirement.

ARTICLE 22 - LAYOFF, RECLASSIFICATION, DOWNGRADES & RECALL

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

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

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

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

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

Section 22.5 Recall Rights. If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF subject

only to the terms listed hereafter in this Agreement:

- a. Employees shall retain recall rights for a period of twelve (12) months from date of the reduction in workforce.
- b. Notice of Recall shall be sent to a laid off employee at the employee's last known address by certified/registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address. Any employee who fails to report for work within ten (10) days from the date of mailing notice of recall shall be considered resigned and shall have their name removed from the Recall List, unless such laid off employee is temporarily incapacitated preventing the employee from reporting or is employed elsewhere, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return for work as quickly as the employee's health will permit or to give adequate termination notice to the employee's present employer.
- c. An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.
- d. Mason Transit employees with recall rights shall be notified in writing of recall seven (7) days in advance of such recall. The employee shall be allowed twenty-four (24) hours to accept or decline.

ARTICLE 23- PROBATION

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

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

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

Probationary employees are not eligible to receive vacation leave during their probationary period. Upon satisfactorily completing their probationary period, the employee will receive vacation leave retroactive to their date of hire into the bargaining unit.

ARTICLE 24- PROMOTIONS AND TRANSFERS

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

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

The Maintenance Manager will have discretion in making the final decision on employee selection.

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

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

ARTICLE 25- SUBCONTRACTING

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

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

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

ARTICLE 26- SHIFT BIDDING

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

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

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

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

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

ARTICLE 27- WAGES

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

ARTICLE 28- SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Either party may request re-negotiation of invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement, when adopted by the Mason Transit Authority and approved by the Union, shall become effective as of September 1, 2019 and shall remain in effect until August 31, 2022 subject to the following provisions:

Letters of Understanding. In recognition of the possibility that changes may be desired for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. While neither party is obligated to negotiate changes to the Agreement during the contract term, should agreement be reached, the modification shall be attached as supplemental letter of understanding to this contract and shall remain in effect for the life of this Agreement.

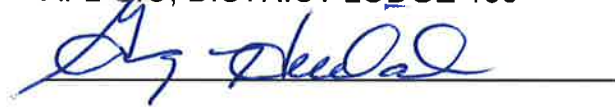
AGREED TO THIS 19 DAY OF November 2019.

MASON TRANSIT AUTHORITY



A handwritten signature in blue ink, appearing to be "D. Smith", written over a horizontal line.

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



A handwritten signature in blue ink, appearing to be "A. J. ...", written over a horizontal line.

APPENDIX A - WAGE SCHEDULES

WAGE TABLES

The following wage schedule shall be effective September 1, 2019.

Classification	Probation	A	B	C	D	E
Maintenance Support Technician	21.93	22.42	22.91	23.40	23.88	24.37
Mechanic	25.51	26.07	26.64	27.21	27.77	28.34
Service Mechanics	22.13	22.62	23.11	23.61	24.10	24.59
Facility Technician	20.74	21.20	21.66	22.12	22.58	23.04
Fueler/Detailer/Custodian	17.57	17.96	18.35	18.74	19.13	19.52

All new employees start at the probationary rate. After 6-month probation period has been completed, employee moves to Step A. A Step Increase occurs annually on the employee's anniversary date.

Current employees will be placed on the scale according to seniority date.

A one (1.25%) percent GWI will be applied to the scale on January 1, 2020, January 1, 2021, and January 1, 2022.

Longevity is received after year five (5).

Longevity

5-year	.30
10-year	.55
15-year	.80
20-year	1.05
25-year	1.30