

AGREEMENT

by and between

The Washington Bus

and

**International Brotherhood of Electrical Workers,
Local 89**

Effective Dates: March 1, 2023 - January 31, 2026

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PREAMBLE

The purpose of this Agreement is to provide the best possible working conditions including fair and equitable compensation, an efficient procedure for resolving grievances in order to develop and maintain a spirit of cooperation between the Employer and the Employees, and to promote the mutual interests of the Employer and the Union. In order to ensure the utmost cooperation and understanding between the Washington Bus and the International Brotherhood of Electrical Workers, Local 89, the following provisions have been agreed to in order that the workplace may function as smoothly as possible.

ARTICLE 1 UNION RECOGNITION

- 1.1 The Washington Bus (also referred to as the Employer and The Washington Bus) voluntarily recognizes the International Brotherhood of Electrical Workers, Local 89, (also referred to as the Union and IBEW) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all personnel employed or to be employed by The Washington Bus classifications within the bargaining unit. The Employer shall notify the Union of its intention to create a new job classification prior to the proposed start date of such new classification. The Employer and Union shall negotiate the inclusion/exclusion of new job classifications in the bargaining unit. In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications, the Union may grieve the inclusion or exclusion, and/or either party to this Agreement may apply to the National Labor Relations Board for resolution of the dispute.
- 1.2 All Employees covered by this Agreement who are members of the Union shall be required by the Employer to maintain their membership as a condition of employment. All Employees who are not members of the Union on the date of execution of this Agreement shall on or after the thirty-first (31) day following the date of employment are required to become and remain members in good standing of the Union as a condition of employment.
- 1.3 Failure to Join – In the event that an Employee fails to render the administrative fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing to discharge said Employee within thirty (30) calendar days. The Employer will follow through on the discharge thirty (30) calendar days after receiving written notice from the Union.
- 1.4 The Employer agrees not to discriminate against any employee for lawful Union activities.
- 1.5 Respect & Dignity - The Union and the Employer recognize that all employees are professional, deserving of the highest respect. Accordingly, the Employees, the Union and the Employer will work together to honor the principles of respect and dignity for all employees both union and non-union. Further, the parties agree that the continued success of this organization is dependent upon their mutual respect for one another's work. Further, employees are mutually entitled to be treated with respect and dignity at all times. All discussions between management and employees shall be conducted in a professional manner to avoid embarrassment or ridicule.
- 1.6 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further

understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties in their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.

- 1.7 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

ARTICLE 2 DUES

- 2.1 All employees covered by this agreement shall pay monthly dues as per the IBEW Local 89 Bylaws. Upon receipt of written authorization of the employee, during the last pay period of the month the Employer shall deduct all dues and fees from all members, based upon a schedule provided by the local, and transfer that amount to the Union. The Employee shall submit such written authorization to payroll and the Employer, upon receipt, shall issue a signed receipt of such authorization to the Employee. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this Article including the amounts of Union dues deducted and withheld from earnings.

ARTICLE 3 NO WAGE REDUCTION

- 3.1 No employee will receive a reduction in wages during the life of this Agreement without the mutual agreement of the Union and the Employer. Scenarios in which wage reduction agreements can occur, could be but are not limited to, when the organization experiences economic challenges or a job position changes substantially. Wage reductions cannot occur due to grievance retaliation and will not go below the state/city minimum wage.

ARTICLE 4 LEGAL COMPLIANCE

- 4.1 Should any part thereof or any provision contained therein be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereto; provided that upon such invalidation the parties immediately meet and negotiate substitute provisions for such parts of provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 5 ACCESS TO EMPLOYEES

- 5.1 The Employer will furnish to the Union for each new hire within five (5) calendar days of their start date, an electronic computer file of the then-available information, specified in section 6.5 for each employee covered by this Agreement.

- 5.2 The Union shall have access to employees covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article. All required meetings related to the Union's legal responsibilities as a bargaining agent happening during the work hours will be compensated by the Employer at straight salary time. Required meetings shall be defined as bargaining sessions with the employer, grievance meetings, grievance investigations, and contract administration.
- 5.3 The Union's representatives will be granted reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the appropriate Employer representative with advanced notice of the visit.
- 5.4 The Employer shall furnish to the Union the same electronic computer file at least monthly of all employees covered by this Agreement.
- 5.5 The computer file shall contain:
- a. First Name, Last Name, home address, personal phone, personal email, job classification and title, department and division, work location, date of hire and Compensation rate.
- 5.6 The Employer shall inform the Union of all new employee orientations and/or new hire meetings no less than two (2) calendar days in advance and shall allow the Union representatives two (2) hours to present at any orientation and/or new hire meetings, either in-person or virtually by phone or videoconference. Each new bargaining unit employee who does not attend an orientation or new hire meeting shall be allowed two (2) hours of paid work time to meet with a representative of the Union.

ARTICLE 6 CONTRACT ADMINISTRATION

- 6.1 The parties acknowledge that issues of general administration (as opposed to individual employee grievances) may arise during the administration of this Agreement which may require the Employer and the Union to meet from time to time for the purpose of reviewing the general administration of the Agreement. The parties agree to meet within one (1) week at the request of either party.

ARTICLE 7 SUCCESSORS

- 7.1 In the event of a sale or transfer of a program or project to another entity, the Employer and the Union will make good faith efforts to maintain transparency and timely communication throughout the process to minimize the potential adverse impacts, direct or indirect, on clients, staff and the organization. In particular, the parties will use good faith efforts to adhere to the following guidelines:
- a. The Employer will inform Employees of potential sale or transfer at least ninety (90) calendar days in advance of execution of sale or transfer.
 - b. The Union and the Employer shall meet to negotiate the effects of any potential sale or transfer that will impact the future of employees.

- 8.2 The Employer will inform the potential buyer or transferee of the existence of this agreement and encourage the employer to adopt similar conditions in the interest of preserving a high-quality workforce.
- 8.3 The Employer will make every effort to sell or transfer operations to an entity that will preserve the organizational mission of the Employer including the value of the rapport built by staff with clients and stakeholders.
- 8.4 None of the above shall constitute encumbrances or restrictions on negotiation with a potential buyer, or any final sale or transfer.

ARTICLE 8 BOARD & STAFF COMMITMENTS & VALUES

- 8.1 The Washington Bus will promote a culture of participatory democracy and encourages the expression of all ideas and opinions that relate to program, mission, vision, and other items of concern that aligns with Bus values of inclusivity, equity and youth leadership.
- 8.2 The Washington Bus management will support an atmosphere of free speech that aligns with Bus values of inclusivity, equity and youth leadership, within the organization.
- 8.3 The Washington Bus values an organization of open dialogue and will meet with the bargaining unit to discuss areas of concern as necessary. Staff are encouraged to address their concerns with their direct supervisor or an informal basis to attempt to resolve the matter.

ARTICLE 9 LABOR MANAGEMENT COMMITTEE

- 9.1 The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the staff as a whole and to develop a more effective, democratic organization. Both staff and management of the Washington Bus are committed to building a more effective, powerful, democratic organization. There are many places in the organization where we all work to fulfill these commitments. Items to be discussed may include but shall not be limited to staff professional development, orientation, staff retreats, workload and department policies. The LMC cannot change the language or the application of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. The LMC will meet monthly or as needed unless both the Union and The Washington Bus Management mutually agree to reschedule or that there are no issues to discuss. The Committee must meet at least quarterly. There shall be six (6) standing members, (3) Management and Board, as appointed by the Employer, and (3) Union, as appointed by the Union. Any group may have alternates as needed.
- 9.2 The position of Chair of the LMC shall rotate between the Union and management annually. In odd years, management committee members shall select the Chair. In even years, the Union committee members shall select the Chair. The Chair is responsible for assuring that meetings are scheduled, confirmed, and do take place. In addition, the Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one day prior to the meeting. Committee members must send proposed agenda items to the Chair at least two days prior to each meeting.

- 9.3 The Labor Management Committee shall have an explicit goal to work on the long-term vision of inclusion and racial equity for the organization and address the immediate problems as they arise relating to racial equity and inclusion within the organization's personnel policies and procedures. They shall commit to establishing a work plan and commit to scheduling at least quarterly meetings for that calendar year to review progress.

ARTICLE 10 UNION TIME

- 10.1 All contract negotiations and labor management committee meetings will take place between the hours of 9:00 am to 5:00 pm Monday, Tuesday, Wednesday, Thursday, and Friday unless otherwise specifically agreed to by the Union and management in writing.
- 10.2 The Washington Bus will allow each employee to attend one union training opportunity (five (5) days or less) per year with full pay, the first two (2) days will be paid by the Employer and the subsequent three days to be paid by the Union. The Union will be responsible for covering the registration costs, lodging, and travel. Reasonable requests that do not interfere with staff duties and responsibilities, especially during the legislative session, summer fellowship, and fall electoral work, will not be denied. Staff will make themselves available by phone and email.
- 10.3 During work hours, on the Employer's premises, bargaining unit employees shall be allowed, without loss of pay, to participate in periodic meetings concerning the administration of this Agreement. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that Union representatives will occasionally meet with representatives of management for the purpose of resolving those issues. Both the Employer and Union will use reasonable judgment in determining how often to meet. Employees will additionally be granted four (4) hours every six (6) months to attend union or shop steward training paid at their regular rate of pay by the Employer and other non-required meetings paid at their regular rate of pay by the Union.
- 10.4 When a new Employee is on-boarded they will be provided by the Employer with a document created by the Union with information about their rights and privileges as a Union member as well as information about how to connect with the Union along with their representatives and Shop Stewards.
- 10.5 Retreat Rights - An Employee covered herein who is or who may be elected or appointed to an office in the International Brotherhood of Electrical Workers or its Local Union requiring their absence from duty with the Employer shall continue to accumulate seniority with the Employer throughout such term of office, and shall, upon termination of duties for which the leave of absence was granted, return to work within thirty (30) days, provided their seniority entitled them to do so, providing an appropriate job opportunity still exists.
- 10.6 Union Stewards - The Union shall notify the Employer of who the selected Shop Steward is of the bargaining unit in writing within five (5) business days of election or appointment. The Employer shall recognize the Union Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying the designated supervisor or officer, may investigate all complaints and attend grievance meetings without loss of pay during normally scheduled hours.

ARTICLE 11 WORK SCHEDULES

- 11.1 The normal work week shall generally consist of thirty-five (35) hours of work within five (5) consecutive days. The normal workday will take place over seven (7) hours, including a one-hour (1 hour) lunch break. The Washington Bus recognizes that working for an organization like ours means that employees from time to time may have to work nonstandard hours, including evenings and weekends, and that employees carry significant workloads which can vary considerably through the course of the year. The Washington Bus is committed to supporting employees in balancing the demands of their work and non-work lives. Employees shall not be obligated to work more than two weekend days per calendar month. Except during the six (6) weeks leading up to the primary and general election when employees shall not be obligated to work more than five weekend days. Employees with scheduled PTO adjacent to a weekend shall not be obligated to work the weekend.
- 11.2 The Employer recognizes that during certain periods, including ahead of elections and during planning for major programs, staff may be required to work in excess of thirty-five (35) hours for an extended period (more than one (1) pay period). If, due to staff capacity, exempt (not eligible for overtime) employees are working more than thirty-five (35) hours, employees will have the option to take time off as flex time for up to three hour intervals with timely notification to their supervisor. Flex time in increments larger than three hours may be allowed after consultation and approval with their supervisor.
- If an Employee works more than forty (40) hours per week for two (2) or more consecutive weeks, the supervisor shall meet with the Employee to discuss workload at the request of the Employee. The Employee shall be entitled to a minimum of thirty (30) minutes for the workload meeting, during which the supervisor shall be responsible for re-allocating workload to allow the Employee to take their flex time within the next pay period. The use of flex time and the workload meeting are not considered disciplinary in nature and are intended only as a check and balance which recognizes that younger staff and/or staff who hold marginalized identities, may feel pressure to over perform and be hesitant to proactively take time off.
- 11.3 Employee schedules shall be afforded reasonable flexibility in accordance with this article. Full-time employees are generally expected to work on average 35 hours each workweek in accordance with their job offers and the subsequent scheduling of their work in collaboration, and by mutual agreement, with management. Salaried employees shall generally have the flexibility to determine their own schedule as long as such schedule allows them to fully accomplish their job duties, objectives, goals, needs of their team, and directives of management; and to meet with management, their team, or others as needed at times appointed or agreed by such persons. In general, an employee may expect to work five consecutive days within a Monday through Friday window, if they desire to schedule their work in that way. Scheduling, however, shall always be subject to the needs and duties of the employee's position and weekend and/or evening work or long hours shall sometimes be expected, particularly during election and legislative years or seasons. When an employee has experienced such a period of intensive work activity the employee may request to take up to a week of paid leave upon notice to management and subject to all the expectations in this section and satisfactory completion of the duties of their position. Reasonable requests will not be denied.
- 11.4 If an employee is assigned by their supervisor or by management to a job classification or assignment with significantly greater hours and/or responsibilities than their regular position as determined by the Employer, the employee will be notified in writing. At the Employee's request, the employee shall be granted a meeting with their supervisor to discuss work schedule, compensation, workload, and priorities within one (1) week of the meeting request following the initial written communication. The result of this discussion shall be put in writing. Such assignments shall not be made on an arbitrary or capricious basis.

- 11.5 In the event of a significant material change in duties and/or responsibilities outside of their current job classification than their regular position, an employee may seek an initial meeting to discuss work schedule, compensation, workload, and priorities. Afterwards, they may seek an increase in compensation of the position by submitting a written request to the Executive Director or their designee, with a copy to the Union. The request will be reviewed, a meeting will be scheduled within a week of the request submission. A written decision will be provided to the employee and the Union no later than two (2) weeks after the meeting.
- 11.6 In exceptional cases in which hourly, part-time employees are required to work more thirty-five (35) hours in a single workweek, the employee shall be paid for the excess hours at a rate one and one-half times their base rate of pay.

ARTICLE 12 TRAVEL & WORK TIME

- 12.1 Employees that are legitimate salaried employees based on the criteria of the FLSA and State Law but are paid below the overtime exempt minimum annual salary shall be eligible to receive time and one-half overtime pay for hours worked beyond thirty-five (35) hours in a pay week. Salaries are based on a thirty-five (35) hour workweek. For the purpose of calculating overtime pay the employee's weekly salary shall be divided by thirty-five (35) hours to determine the employee's hourly rate. That amount shall be multiplied by one and one half (1 ½) to determine the overtime rate.
- 12.2 No employee shall be required to work more than six (6) consecutive days.
- 12.3 Time actually spent in transit by employees traveling to and from travel assignments (not including travel to office), including drive/ride time to and from airports/hotels, reasonable time in airports and all flight time shall be considered working time.
- 12.4 When the office is closed due to weather or other hazardous conditions employees shall receive their full pay for the period of closure. The manager shall make the decision concerning office closure. In instances of severe weather or dangerous and/or difficult road conditions, any other situation preventing employees from reporting to the office, or when it makes more sense to work away from the office for the day, the employee can request to telecommute for the work- day, performing meaningful work from home. Such requests shall not be unreasonably made or denied.
- 12.5 All employees must keep track of their hours via their timesheet which is shared with their supervisor, the Operations Manager, and the Executive Director. It's required for legal compliance and financial reasons that the Washington Bus track hours worked for each employee. These hours must be accurate. By submitting the timesheet, the employee is attesting that the timesheet reflects the full and accurate hours. For all employees, timesheets are due to the Operations Manager on the 10th and 24th of every month, unless specified otherwise. All timesheets must be reviewed by their supervisor before being submitted to the Operations Manager and Executive Director.

ARTICLE 13 LEAVES OF ABSENCE

- 13.1 Bereavement Leave – An employee is eligible for compassionate/bereavement leave with pay for up to five (5) days in the event of the death of an immediate family member. The leave will begin from the day of the death. Those family members include the following: mother, father, mother-in-law, father-in-law, grandmother, grandfather, son, daughter, step-parents, step-children, foster parents,

foster-children, spouse, sister, brother, sibling's spouse, spouse's sibling, close friend, spouse's grandparent or any other relative living in the same household as the employee, or the employee's domestic partner, i.e., a person with whom the employee shares a mutual residence and with whom the employee at the time of death maintains a committed relationship. An Employee may use, with the immediate supervisor's approval, available paid leave for additional time off as necessary and in accordance with operation and program needs. An Employee will receive two (2) days in the event of the death of a pet.

- 13.2 Unpaid Leave of Absence – Employees may negotiate with their supervisor to take unpaid leave of absence for personal or professional reasons not covered in this article. The leave shall not typically exceed thirty (30) days. An employee's request for unpaid leave must be authorized in advance by the Co-Executive Directors. During the unpaid portion of the leave, the employee will not accrue vacation or sick leave, however, the Washington Bus will continue to provide the employee with health insurance coverage during the period of authorized leave, subject to terms of the Washington Bus's insurance policy. When an employee returns from an unpaid leave, they shall return to the same job or a similar one with equal pay. The position may temporarily be filled by a temporary contract employee. Unpaid leave is not to be used on a day-by-day basis to supplement vacation leave.
- 13.3 Voting – Employees will be allowed up to one (1) hour of paid leave compensated at their regular rate of pay to physically return their ballot at a ballot drop box or mailbox.
- 13.4 Jury Duty – An Employee who is required to report for or serve on jury duty shall receive the difference between the Employee's straight time weekly basic pay and the amount received while on jury duty.
- 13.5 Military Duty
- a. The Washington Bus will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At the time an Employee leaves for military service, they shall receive whatever vacation pay is due them. The application of this provision will comply with the Uniformed Services Employment and Reemployment Rights Act.
- Upon return from military service, the Employee shall assume their original employment date and be entitled to their pro-rata vacation.
- b. Employees who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such Employee shall give the Employer no less than two (2) weeks prior notice where possible.
- 14.6 Child Raising Leave – Parents of school aged children shall be provided unpaid leave of up to sixteen (16) hours during any twelve (12) month period to attend school conferences, classroom, or pre-school activities related to an employee's child if the conferences classroom, or pre-school activities cannot be rescheduled during non-work hours. If the employee's child receives childcare services or attends a pre-kindergarten program, provided the activity cannot be scheduled during non-work hours. An employee may use person or vacation time, if available, for additional parental leave. The employee shall provide reasonable advance notices to their immediate supervisor when time off is needed, so as not to disrupt the operations of the organization.

- 14.7 Pet Ownership Leave – Pet owners shall be provided unpaid leave of up to eight (8) hours during twelve (12) month period for veterinary appointments.

ARTICLE 14 PROFESSIONAL DEVELOPMENT

- 14.1 Professional development is the continuous process of acquiring new knowledge and skills that relate to one's profession, job responsibilities, or work environment. It plays a key role in maintaining trained, informed, and motivated employees, regardless of job classification. Annually, The Washington Bus shall budget for meaningful training for each full-time bargaining unit employee.
- 14.2 The Washington Bus recognizes the importance of professional development for its employees and values increasing its staff's capacity and skills. The Washington Bus will work with the bargaining unit, through the Labor Management Committee (LMC), to develop, and revise as needed, an organizational template for professional development plans for full-time bargaining unit employees.
- 14.3 Within the first six (6) months of employment and at least once a year thereafter, every employee and their supervisor will carry out a reciprocal evaluation and prepare a professional development plan. The supervisor and employee will discuss both individual interests and organizational needs during this process.
- 14.4 In addition to these plans, the parties agree to regularly share available professional development options, including identifying and sharing training opportunities to all full-time bargaining unit employees.
- 14.5 Options for professional development are varied and may include but are not limited to internal, community-based, professional, union, local or possibly national education. Professional development shall be consistent with organizational goals and resources.
- 14.6 An employee desiring to enhance skills, knowledge and/or ability to perform tasks relevant to their existing position or another position at The Washington Bus may request specific training. Such requests shall be evaluated on the basis of organizational goals and resources (both costs and time away from work), as well as ensuring that employees have the opportunity to enhance their skills. Such requests shall not be unreasonably denied. The Washington Bus retains the sole discretion to approve training requests. Should the request for professional development be denied, employees may request a meeting with their supervisor to discuss why the proposal was denied.
- 14.7 The parties recognize the need for transparency in the spending of professional development dollars. The Washington Bus agrees to share the budget for professional development with the bargaining unit annually broken down by individual employees.
- 14.8 Full-time bargaining unit employees are entitled to out of house professional development resources up to eight hundred and fifty dollars (\$850.00) per person per year. Each employee will be required to submit a written request to management in order for the expense to be approved, and the employee will be required to describe how the professional development is in line with their professional duties. All resources, powerpoints, etc. for the training provided to staff will be stored in the Washington Bus Professional Development drive. With written management approval, employees may elect to have part of the current year professional development resources carried over to the following year.

ARTICLE 15 CONSULTANTS & TEMPORARY EMPLOYEES

- 15.1 The Employer shall not use consultants or temporary Employees to perform work normally performed within the Union bargaining unit without prior written agreement from the Union. However, consultants or temporary Employees may be hired to enhance the work of bargaining unit Employees by mutual agreement between the Employer and the Union. This does not preclude the Employer from appropriately compensating any entity or individual.
- 15.2 Temporary Employees – An Employee may be hired temporarily for extra work for a period not exceeding six (6) months, or, to fill a full-time position of a regular Employee for six (6) months who is on a leave of absence excluding grant contingent employees. Said six (6) months may be extended upon mutual agreement by the Employer and the Union. The Union shall be notified of such employment. Temporary employees will not exceed 20% of the bargaining unit, however can be increased by mutual agreement between the Employer and the Union.
- 15.3 The Employer shall not replace permanent full-time or part-time Union bargaining unit Employees without prior written agreement from the Union. If a temporary position involving substantial work normally performed within the Union bargaining unit becomes a permanent full-time or part-time position, it shall be included in the bargaining unit. Upon permanent full-time or part-time date of hire, continuous time served as a temporary or project Employee shall be credited for purposes of seniority.
- 15.4 Consultants – Before engaging an independent contractor or consultant the Employer shall notify the Union of the intent to hire and the start date of the contract in question. Upon request, the Employer will provide the Union with a description of the work being done by a consultant and, if the consultant is working by the hour, the number of hours worked and the pay rate.

ARTICLE 16 PROGRESSIVE DISCIPLINE

- 16.1 It shall be the right of the Washington Bus to discipline or discharge any employee for just cause, and to make and publish policies and rules consistent with the terms of this Agreement. The parties agree that included within the concept of just cause is the principle that disciplinary action will be corrective and progressive in nature and the employees will be apprised of the conduct requirements, and of the consequences of violation of them. Management will give the employee formal advance warning of poor performance and an opportunity to improve prior to suspension, demotion, or discharge for disciplinary reasons. The parties agree that violations of the non-discrimination clause are considered just cause and subject to the corrective action process.
- In the event a meeting is held for disciplinary purposes, the affected Employee shall have the right to have a Union Steward and/or Union Representative present.
- 16.2 Counseling an employee, during one-on-ones or other counseling sessions, is not disciplinary and is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Counseling refers to directing an employee's work performance to alleviate performance issues.
- 16.3 Progressive Discipline – Discipline will be progressive, this section is applicable only to performance or behavior issues which are susceptible to improvement, given notice and opportunity to correct problem areas. Examples of such problem areas include, but are not limited to, substandard productivity or quality of work; unexcused tardiness or absences; working overtime or flex time without timely authorization from the immediate supervisor; insubordination. In these circumstances

the employer will follow the corrective action procedure described below, except in such circumstances where the severity of the infraction necessitates skipping a step.

- a. Step 1: Verbal Warning – Informal discussion between employee and immediate supervisor in an effort to clarify performance or behavior criteria and expectations to help the employee develop a solution and/or improve performance to the appropriate level. The supervisor will follow up on the discussion in writing. A Verbal Warning is not documented in the employee’s official personnel file except as an attachment to documentation of later steps in the disciplinary process.
- b. Step 2: Written Warning(s) – Employees that do not improve their performance or behavior to the appropriate level as determined in the Verbal Warning may be subject to a Written Warning. At this step, the Employer and/or direct supervisor meet with the employee with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance issue, and the consequences if the problem is not corrected. During this meeting the Employer and/or direct supervisor shall set a time frame and a check-in schedule, during which improvement must be made and maintained in accordance with the terms of the warning. This shall be known as the “Improvement Plan.” The Improvement Plan will identify specific problem areas, performance objectives, suggestions for remedying, and a reasonable timeframe for improvement. The Improvement Plan will be provided to the employee within five (5) business days after the written warning meeting. A record of the written warning and any Improvement Plan shall be kept in the employee’s official personnel file. Employees that fail to meet the objectives of the Improvement Plan in a reasonable timeframe may be subject to progression to the next step of disciplinary action. The employee has the right to have a Union representative present for this meeting.
- c. Step 3: Final Written Warning – Employees that do not meet the objectives of the Written Warning Improvement Plan may be subject to a Final Written Warning. At this step, the Employer and/or direct supervisor will meet with the employee with a final written notice of corrective action. A final written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance issue, and the consequences if the problem is not corrected. During this meeting the Employer and/or direct supervisor shall review the Improvement Plan with the employee for possible necessary adjustments. The Improvement plan, with any changes will be provided to the employee within five (5) business days after the final written warning or suspension meeting. A record of the final written warning or suspension and any Improvement Plan shall be kept in the employee’s personnel file. Employees that fail to meet the objectives of the Final Written Improvement Plan in a reasonable timeframe may be subject to progression to the next step of disciplinary action. The employee has the right to have a Union representative present for this meeting.
- d. Step 4: Termination – Employees that do not meet the objectives of the Final Written Warning Improvement Plan may be subject to Termination.
- e. Other steps that may be added to the progressive disciplinary process include: suspension, suspension without pay, or administrative leave.

16.4 The parties recognize that for some serious offenses, progressive corrective action is inappropriate and that final warning, suspension without pay, or discharge from employment may be warranted. Management may skip steps of progressive discipline, including up to immediate termination, in proven, intentional cases of the following:

- a. Criminal misconduct, intent to commit criminal misconduct including but not limited to: campaign finance violations, theft of personal or organizational property.
- b. Conduct threatening physical and emotional safety of other employees or volunteers including but not limited to abusive language or behavior.
- c. Being noticeably intoxicated or under the influence of drugs at work.
- d. Other egregious misconduct include but are not limited to: gross insubordination; performing work for an outside organization on Employer paid work time without prior approval; intentional data falsification; intentional violation of confidentiality policy, and/or creating an unsafe workplace.

17.5 Copies of all disciplinary notices shall be sent to the Union at the time of issuance and placed in the Employee's personnel file. All notices and warnings shall become null and void one (1) year from the date of issue unless the Employee has received another notice, warning, or discipline of a similar offense within the one (1) year period, in which case, the one (1) year period will begin anew. Notices and warnings issued prior to ratification of this Agreement shall become null and void.

17.6 Any employee receiving a discipline or dismissal (other than for cases involving claims in Section 17.4) will be afforded an opportunity to meet their supervisor, and their representative, prior to the action proposed. The employee will be entitled to have a Union representative, steward, and/or other member of the bargaining unit present upon Union approval. At that meeting the supervisor or their designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.

17.7 If upon joint investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall be reinstated to their former position without any loss of seniority or rank and shall suffer no reduction in salary and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

17.8 No Employee shall be held responsible for loss or shortage of funds and Washington Bus property, unless clear proof of negligence or proof of dishonesty can be established.

ARTICLE 17 PART-TIME EMPLOYEES

17.1 Part Time Employee Definition: A part-time employee is defined as one who regularly works less than thirty (30) hours per week.

17.2 Part-time employees shall be eligible to receive sick leave pro-rated based on the number of hours in their offer letter during their employment.

ARTICLE 18 EXPENSES & STIPENDS

18.1 Mileage

- a. Employees will be reimbursed at a rate equal to the Federal IRS rate for work-related travel, not including commute to the office or breaks. Bridge tolls, road tolls, ferry ticket fees, and

parking fees shall also be reimbursed with receipts provided within thirty (30) days of expense incurred.

- b. Taxis/Ride Shares – When Employees need to utilize taxis/ride shares in the course of business or business travel, they will be reimbursed the cost of the fare plus a reasonable tip with receipt with the prior approval of management.
- c. Ownership of Frequent Traveler Miles and Hotel Rewards – Frequent flyer miles and other bonuses accrued during travel are the property of the traveling Employee when possible.

18.2 Per Diem

- a. Per Diem will be paid when on assignments away from an Employees home, or when an assignment otherwise requires overnight lodging over five (5) consecutive days in lieu of expenses and reimbursements. Per Diem is meant to cover meals, tips and other incidental travel expenses not otherwise reimbursable like mileage. Receipts are not required to account for Per Diem. Per Diem shall also be paid for any out of state assignment requiring overnight lodging for five (5) or more days.

The Employer and Union acknowledge that upfront costs of work-related travel reimbursements for assignments that do not meet the minimum of five (5) consecutive days for a Per Diem may cause financial burden to employees, in order to alleviate this burden, the Employer will coordinate payment and reservation for lodging and transportation while allowing employees to request a travel voucher for each day of work-related travel at a minimum amount of seventy-six (\$76.00) per day. Employees must submit voucher-related receipts and leftover funds to the Employer within thirty (30) days of the employee's return to their home office from their travel assignment. The voucher is meant to cover meals, tips and other incidental travel expenses that are reimbursable.

Prior to any overnight assignment, the Employer will provide an overview document of any expected expenses, reimbursements and/or Per Diem.

- b. In cases when it is a financial hardship for an Employee to pay up front expenses which Per Diem covers, Employees may request a cash advance for the days they are scheduled to receive Per Diem.
- c. The Per Diem rate shall be seventy-six dollars (\$76.00) per day. All incurred expenses over this daily rate are not eligible for reimbursement.

19.3 Remote Work & Phone Stipend – The Employer will provide seventy-five dollars (\$75.00) per month stipend to cover remote work costs including use of a cell phone and other computer functions. If remote work ends per agreement between Employer and the Union, the Employer will continue to pay a fifty-dollar (\$50.00) per month stipend towards phone expenses.

19.4 Commuter Stipend – Employees will receive either an Orca Commuter pass card or an annual stipend equaling the cost of an Orca Commuter pass card.

19.5 Expenses

- a. Employees must submit receipts for reimbursement within thirty (30) business days.

- b. Employees must be reimbursed for all relevant expenses incurred during work hours within the next pay period of submission of receipts.
- c. Out of pocket expenses must be approved in advance by an employee’s supervisor and documented in writing.
- d. Employees will not be expected to pay up-front costs totaling more than fifty dollars (\$50.00). The Employer will endeavor to ensure expenses beyond fifty dollars (\$50.00) are covered before incurred in a timely manner. Employees are responsible for informing the Operations Manager or department lead of their expense at least three (3) business days before it needs to be bought.

ARTICLE 19 CLASSIFICATIONS & MINIMUM RATES OF PAY

19.1 Classifications and Minimum Rates of Pay

2023 Wage Schedule - Retro			
Step	Intern & Fellows	Organizer	Manager
1	\$18.89/hour	\$56,773.60	\$59,330.55
2		\$58,528.08	\$61,110.47
3		\$60,231.10	\$62,943.78
4		\$62,038.03	\$64,832.10
5		\$63,899.19	\$66,777.06
6		\$65,816.17	\$68,780.37
7		\$67,790.65	\$70,844

2024 Wage Schedule - 4% Increase from 2023			
Step	Intern & Fellows	Organizer	Manager
1	\$20/hour	\$59,044.54	\$61,703.77
2		\$60,869.20	\$63,554.89
3		\$62,640.34	\$65,461.53
4		\$64,519.55	\$67,425.38

5		\$66,455.16	\$69,448.14
6		\$68,448.82	\$71,531.58
7		\$70,502.28	\$73,678

2025 Wage Schedule - 4% Increase from 2024			
Step	Intern & Fellows	Organizer	Manager
1	\$21/hour	\$61,406.33	\$64,171.92
2		\$63,303.97	\$66,097.08
3		\$65,145.96	\$68,079.99
4		\$67,100.34	\$70,122.40
5		\$69,113.36	\$72,226.07
6		\$71,186.77	\$74,392.85
7		\$73,322.37	\$76,625

2026 Wage Schedule - 4% Increase from 2025			
Step	Intern & Fellows	Organizer	Manager
1	\$21.50/hour	\$63,862.58	\$66,738.80
2		\$65,836.13	\$68,740.97
3		\$67,751.80	\$70,803.19
4		\$69,784.35	\$72,927.30
5		\$71,877.90	\$75,115.11
6		\$74,034.24	\$77,368.56
7		\$76,255.26	\$79,690

- a. Effective upon ratification of this Agreement, employees shall advance to the appropriate step within the scale for the employee's job title based on the length of service with the employer.
 - b. Employees shall advance to the next step within the scale for the employee's job title on the employee's anniversary date of hire or, if applicable, date of promotion.
 - c. If an employee is promoted to a higher position, their new salary will begin in the appropriate step of their new position. The appropriate step will be determined and put in writing prior to the final acceptance of the position.
 - d. To avoid any confusion or delay in pay rate changes, on or before December 15 of each calendar year, the Employer shall send the expected pay rates for the following year to staff members via a salary amendment letter.
- 20.2 Employees will be hired into the job title and paid at least the base salary for the position which they applied, interviewed and were hired to fill.
- 20.3 If an employee is assigned to perform and begins performing significantly greater hours and/or be responsible for the outcomes of additional projects or programs of the job duties of a higher position, at the written request of the Employer, then the employee's title and pay shall be changed to accurately reflect the position at which they are performing. If an employee and their supervisor believe that the employee is working at a higher position, they shall submit their rationale for a title/salary change to the Executive Director. The rationale shall include a detailed explanation of work consistently completed in each category of work in the Employer's organizational chart. The Executive Director has no more than one (1) month to review the rationale, conduct any necessary meetings, and decide on the title/salary change.
- 20.4 Multilingual Differential – The Employer agrees to pay two hundred dollars (\$200.00) monthly differential to any employee who is expected to use languages other than English on a regular basis.
- 20.5 Before the Employer hires for a new classification within the Bargaining Unit, they will negotiate the wage for that new job position with the Union. If the parties cannot reach an agreement on the wage either the Union or the Employer can proceed to interest arbitration using the procedures described in the Grievance Procedure with the understanding the arbitrator is empowered to set the wage that will be included in the contract.

ARTICLE 20 PROGRAMMING OR BUDGETARY CHANGES

- 20.1 Loss of Position – In cases where positions are abolished because of programming or budget changes, all possible considerations will be given to transferring employees to comparable jobs within the organization. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs. Training shall be made available to present employees to enable them to perform new duties, or a higher level of skills required by regulations changes.
- 20.2 New Position – In the event changes in laws, budget, or programming create new jobs, those jobs will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources where practical.

- 20.3 Training Provided – In the event programs are necessary for employees to qualify for jobs created as a result of regulation changes, The Washington Bus agrees to offer training where practical.
- 20.4 Training Compensation – The Washington Bus shall pay its employees for time spent in all training sessions required by The Washington Bus after an employee is hired. All fees and costs associated with the Employer required training shall be paid for by the Employer.

ARTICLE 21 GENDER NEUTRALITY

- 21.1 The Employer will issue a rule:
- a. Notifying all Employees that Employees may use the restrooms and changing rooms in which they are most comfortable.
 - b. Requiring everyone at the workplace or engaged in the Employer's business to speak or refer to Employees by the names they choose and the pronouns they use.
 - c. The Employer will change all possible records so that records use the names Employees prefer and the pronouns they identify with unless the Employee requests the Employer to refrain from changing its records. The Employer will also update any photographs, including identification badges, unless the Employee requests otherwise. It is the Employee's responsibility to notify the Employer of any changes in their name or preferred pronouns.
 - d. The Employer respects the rights of all Employees to make their pronouns known and to have their pronouns be honored. The Employer also respects the rights of those Employees who do not wish to state their pronouns during meetings or other work events. Supervisors and Employees will carefully consider when it makes sense to have preferred pronouns be a part of introductions at meetings as a way to live the Employer's values and balance the personal preferences of all Employees.
 - e. The Employer will use gender neutral language in all Employer-produced onboarding materials and policy manuals.

ARTICLE 22 GRIEVANCE PROCEDURE

- 22.1 The Union and Employer agree that in controversies arising out of the application and interpretation of the provisions of the Agreement between members of the Union and the Employer, they shall take a fair and unbiased position. All grievances will be submitted in writing and describe the facts and circumstances, the article and section of the Agreement alleged to have been violated and specify remedy requested. Any employee or group of employees covered by this Agreement may file a grievance utilizing this procedure. Grievances arising over the termination or suspension of an Employee shall be referred directly to Notice of Termination or Layoff. The grievance will be progressed in the following manner:
- a. All disputes, controversies, or differences of opinion as to the interpretation and application of the terms of this Agreement shall first be taken up by the Employee(s) or Union and their immediate supervisor on an informal basis to attempt to resolve the matter. This meeting may

be conducted in person, phone, or video call and shall include Union representation. This verbal conversation will be noted in written form by the supervisor and signed and dated by both parties. The supervisor will provide a written answer to the grievance procedure within seven (7) calendar days after the conclusion of the conversation. This informal meeting will take place within twenty (20) calendar days after the employee or the Union knew, or by reasonable diligence should have known, the facts giving rise to the dispute, or in the case of an issue raised by the Employer knew, or by reasonable diligence should have known the facts giving rise to the dispute, the grieving party shall bring the matter to the other party's attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer or the Employer's designated representative.

- b. If the matter is not satisfactorily resolved, the Employee(s) shall file a written grievance within ten (10) calendar days of the informal meeting written response.
- c. Within fourteen (14) calendar days of the filing of the written grievance a Step 2 meeting shall be held between the grievant, management and/or their designated representative, Union representative(s), and any other persons whose attendance the parties mutually agree upon in advance. Should the meeting need mediation, the Union and Employer will find a mutually acceptable mediation service to use. If the parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one authorized representative for the Employer and for the Union. If the parties are not able to resolve the dispute, the responding party shall respond to the grievance in writing within ten (10) calendar days of the meeting.
- d. In the event the procedure above does not result in a resolution of the grievance the Employer or the Union may submit the matter to arbitration. To be timely, a demand for arbitration must be served within thirty (30) calendar days after the last step taken as provided above is completed.

23.2 The parties will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall then promptly select an arbitrator pursuant to the Labor Arbitrator rules of the FMCS. In the event that a mutually acceptable arbitrator cannot be agreed upon within thirty-one (31) days, the arbitrator shall be elected through the voluntary arbitration procedures of either the FMCS or the American Arbitration Association.

The arbitrator shall render a decision within thirty (30) days after the hearing or briefs have been received, whichever is later. The arbitrator shall not alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator will be final and binding on the parties. The fees and expenses of arbitration shall be borne equally by both parties. Pending adjustment of any dispute, there shall be no cessation of work by the employees.

23.3 Should an internal grievance need mediation, the mediation session shall remain private without written consent of the Union, employee, and Employer.

23.4 Grievances not presented within the time limits set forth in paragraphs 23.1 shall be forfeited. Any time limits in this Article may be waived or extended by mutual written agreement between the parties.

23.5 If the Employer does not respond to a grievance within the time limit outlined in this article, the grievance will be resolved in favor of the Union.

- 23.6 If, at any step of the grievance procedure, the Union decides to withdraw the grievance, the Union will notify the grievant(s) and the Employer.
- 23.7 An employee attending a grievance meeting or arbitration, including reasonable preparatory time, shall suffer no loss in pay.

ARTICLE 23 HEALTH & WELFARE

- 23.1 The Washington Bus will pay the full cost of the health insurance premium for each full-time, permanent employee each month. This includes medical, dental and vision benefits.
- 23.2 Employees will receive an annual summary of benefits.
- 23.3 Employees are covered from the first of the month following their date of hire.
- 23.4 Employees have the option to opt out of health insurance coverage provided by The Washington Bus if they are covered by another plan. If an employee opts out, they can receive additional monthly compensation equivalent to half the cost of the monthly premium to be paid out monthly during the last pay period of the month. If an employee opts into the health insurance plan at a later date in their employment, the additional monthly compensation is null.
- 23.5 The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals. The Union will cooperate with and assist management with its efforts to maintain a safe and healthy workplace.
- 23.6 If an Employee has a reasonable belief that they or the nature of their work is an immediate threat to their physical safety they will not be required to work. The Employee shall contact their supervisor as soon as practicable.
- 23.7 Insurance plans provided by the Employer must provide transgender healthcare coverage. For Employees who cannot find in-network providers for these services, the Employer will reimburse up to two thousand five hundred dollars (\$2,500.00) per year intended to reduce out-of-pocket costs.
- 23.8 Wellness Stipend – An annual stipend of three hundred dollars (\$300.00) will be given to all full time Employees no later than February 1st of each year. This stipend is intended to reduce the cost of wellness programs for employees and to improve the general wellness of The Washington Bus's staff.
- 23.9 Pandemic protocols:
- a. If the Employer anticipates that an Employee will be regularly engaged in tasks requiring safety and protective equipment or additional training, it will furnish, at its expense, all safety and protective equipment required for the protection of the Employee and/or pay all expenses for any required additional training.
 - b. Any testing or medical appointments required by the Employer will be paid in full by the Employer.

- c. Employees have the right to refuse to work with volunteers or staff who do not comply with CDC guidelines concerning the COVID-19 pandemic. The Employee shall contact their supervisor as soon as practicable.

ARTICLE 24 HOLIDAYS

24.1 Employees will have the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- The day immediately following the Primary Election
- Indigenous Peoples' Day
- Veterans Day
- The day before Thanksgiving Day, Thanksgiving Day and the day following the Thanksgiving Day
- Christmas Eve, Christmas Day, and the week falling between Christmas and New Year's Holiday. Employees will be entitled to take time off during this time period only, and without deduction to any leave balances. These additional days off are not subject to cash out or carry over

25.2 When a recognized holiday falls on Saturday, the preceding Friday shall be considered a holiday. When a recognized holiday falls on Sunday, the following Monday shall be considered a holiday.

25.3 All Employees are entitled to an additional four (4) religious/cultural holidays off to allow Employees to celebrate culturally significant holidays not listed above. The Employee must give at least five (5) days' notice before taking any of the additional four (4) religious/cultural holidays off.

25.4 The Employee may exchange any of the above holidays for a different religious holiday with two (2) weeks' notice to their supervisor.

25.5 To fulfill our mission, it is sometimes necessary that employees work on holidays, such as Martin Luther King Jr. day, President's Day, Memorial Day, or Labor Day. When work assignments require an employee to work on a scheduled holiday, the Employer will provide no less than sixty (60) days notice and employees will be offered one and a half (1 ½) pay or an alternative holiday on a date of their choosing following the month of the worked holiday (30 days). Employees with scheduled PTO adjacent to a recognized holiday shall not be obligated to work the holiday. For the purpose of calculating holiday pay a full-time employee's weekly salary shall be divided by thirty-five (35) hours to determine the employee's hourly rate, part-time employees shall be prorated using their regular scheduled hours.

25.6 Workers who are observing religious or cultural holidays will be given reasonable accommodations during work hours.

ARTICLE 25 PAID TIME OFF (PTO)

25.1 The Employer will provide the following annual paid time off (“PTO”) to regular employees based on years of service. All PTO for a calendar year must be taken before the end of that calendar year, except that an employee shall be allowed to carry over five (5) days of accrued PTO into the next calendar year. Employees that begin employment after June 1st shall be allowed to carry over up to 10 days of accrued PTO into the next calendar year. Employees may request a waiver of the carryover limit. Employees must submit the waiver request in writing along with a plan to spend down that time in a reasonable period.

PTO accrual shall be based upon the following rates to ensure that all staff have their full year’s PTO allotment by August of the year:

- Zero to One Year: 7 hours per pay period
- One to Two Years: 7 hours per pay period
- Two to Three Years: 8.3 hours per pay period
- Three to Four Years: 9.1 hours per pay period
- Four to Five or more years: 10.5 hours per pay period
- Part-time: Accrual per pay period prorated based on regular scheduled hours

The PTO accrual will be capped at the following hours depending on their years of service. Once an employee has reached that cap accrual will stop. The Employer will provide a system for tracking PTO accrual.

25.2 PTO shall be provided according to the following schedule:

<u>Years of Service</u>	<u>Maximum Days of PTO</u>	<u>Maximum PTO Hours (FT)</u>
Zero (0) to One (1) year	16 days	112 hours
One (1) to Two (2) years	16 days	112 hours
Two (2) to Three (3) years	19 days	133 hours
Three (3) to Four (4) years	21 days	147 hours
Four (4) to Five (5) or more years	24 days	168 hours

25.3 Upon separation of employment, employees will be compensated for all unused PTO at a prorated amount based on the number of full months worked within that year.

25.4 While on PTO Employees will be blacked out, meaning employees will not be on-call, expected to work, or expect communication.

25.5 Conflicts in Vacation Schedules – The employer shall endeavor to comply with the employees’ request for vacation time consistent with the operational demands of the organization. Requests for concurrent vacations that cause undue staffing or scheduling problems shall be honored in order of employee seniority based on hire date. Employee requests for vacation time will not be unreasonably denied.

ARTICLE 26 SICK LEAVE & LEAVE OF ABSENCE

26.1 Any regular Employee may take up to thirteen (13) days of paid sick leave per calendar year. Sick Leave days not used may carry over from year to year up to a maximum balance of seventy-five (75) days. For full-time Employees a “day” of sick leave shall be defined as seven (7) hours for purposes

of using sick leave. For part-time Employees sick leave shall be prorated using their regular scheduled hours.

- a. Regular employees who join the organization after June 30th may take up to seven (7) days of paid sick leave that calendar year.

26.2 Use of sick leave days shall be permitted to care for ill or injured children up to the maximum of accumulated sick leave.

26.3 If a holiday falls within the time an Employee is on sick leave, that day shall not be counted against accumulated sick leave.

26.4 Sick Leave Bank – The Employer will maintain a bank for donated sick leave to benefit employees who have to go on leave without pay due to extraordinary or severe illness, injury or other disabling impairment. Donations to the sick leave bank shall be open to any employee covered under this Agreement. Employees may not designate to whom their sick bank donations should be directed. If during the course of this contract, The Washington Bus funding requirements prohibit the use and maintenance of a sick leave bank, this provision shall become void, and all donated sick leave hours revert to the Employer.

- a. Donations to Sick Leave Bank – Employees with more than ten (10) days of accrued sick leave are permitted to donate not more than five (5) days of sick leave per calendar year to the sick leave bank, except that no employee is permitted to donate any number of hours that would cause that employee's accrued sick leave to fall below ten (10) days of accrued sick leave. Donations to the sick leave bank shall be made on a daily basis, regardless of the hourly rate of pay of the donating or receiving employee. Donated time may not be returned to the donating employee once donated. Names of donating employees will not be disclosed.
- b. Withdrawals from Sick Leave Bank – To access the Sick Leave Bank, the employee must submit a written request to the Employer. No employee may receive more than twenty (20) workdays (prorated for part-time employees) of sick leave from the sick leave bank in any twelve (12) month period.

Employees may be eligible to receive donated sick leave benefits if:

- i. The employee or their child, spouse, life partner, parent, parent in-law, sibling, grandparent, grandchild, niece/nephew/nibling, household member, or other people for whom the employee has demonstrated responsibility to provide care, suffers from an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and which caused or is likely to cause the employee to go on leave without pay status.
- ii. The employee's absence and need for sick leave are documented.
- iii. The employee has depleted all paid leave available, except that employee requesting sick leave to supplement a part-time schedule may continue to accrue and immediately use their prorated sick, vacation, and floating holidays while they are working part-time.
- iv. The employee has diligently pursued and found to be ineligible for benefits under RCW 51.32 (worker's compensation).

- 27.5 The employer agrees to follow the Seattle or WA State sick leave laws, whichever is more beneficial to bargaining unit employees.

In addition to other leave rights provided in this Agreement, employees who have been employed by the Employer for at least twelve (12) months and worked at least 1250 hours may request medical leave without pay, in no more than 12-week increments. In order to be eligible for such leave, the employee must submit a written request stating the number of days or weeks requested and medical documentation satisfactory to the Employer regarding the medical basis of the need for leave. Leaves exceeding twelve (12) weeks shall require monthly documentation to verify the need for continued absence from work, including medical necessity and disability verification, if applicable. The employer may request updated documentation at any time during the leave. Salary and time off benefit accruals will be adjusted for any less-than-full time schedule. Employees are entitled to have their benefits maintained, but they must continue to pay their portion, if any, of the costs of any benefits. The Employee will have the right to return to the same or equivalent position, pay and benefits, at the conclusion of their leave. The eligible Employee must give thirty (30) days' advance notice for foreseeable events.

- 27.7 Employees receiving such leave shall continue to accrue seniority and will be entitled to return to work without loss of seniority when they are again able to perform the essential functions of their job with or without reasonable accommodation.
- 27.8 Requests to extend leave shall be submitted as soon as possible to the expected return date along with appropriate documentation including medical documentation satisfactory to the Employer regarding the medical basis of the need for leave. In the case of a leave extending four (4) weeks or more, requests to extend leave shall be submitted, at minimum, two (2) weeks before the end of the currently granted leave or as soon as possible in extenuating circumstances.
- 27.9 Requests for any accommodation to enable an employee's return to work shall be submitted to the Employer at least one (1) week prior to the expected return date so that the parties may discuss what, if any, reasonable accommodation can be made. The employer and employee shall determine the return date once it is determined if reasonable accommodation can be made.
- 27.10 Use of sick leave days shall be permitted to care for ill or injured children up to the maximum of accumulated sick leave.
- 27.11 Family Leave – Employees are not covered by the federal Family and Medical Leave Act (FMLA) because the Employer does not have fifty (50) or more Employees. Nevertheless, subject to the needs of the Employer, Employees who have been employed by the Employer for at least twelve (12) months and worked at least 1250 hours may be provided with time off up to twelve (12) work weeks in any twelve (12) month period for the birth or adoption of a child and to care for a family member. This time off may be taken on an intermittent basis allowing the Employee to work on a less than full time schedule, subject to the needs of the Employer. Salary and time off benefit accruals will be adjusted for any less-than-full time schedule. Employees are entitled to have their benefits maintained, but they must continue to pay their portion, if any, of the costs of any benefits. The Employee will have the right to return to the same or equivalent position, pay and benefits, at the conclusion of their leave. The eligible Employee must give 30 days' advance notice for foreseeable events.
- 27.12 All full-time regular employees are also covered by the Washington Paid Family and Medical Leave Act. Employees may choose to use both the Washington PFML benefits and the FMLA benefits in addition to Washington Bus Parental Leave for a total of four (4) months of parental leave, if eligible.

- 27.13 Parental Leave and Lactating: Washington Bus will grant paid parental leave for the birth, pre-birth complications, adoption, and/or foster care of a child at the rate of: four (4) weeks leave for full time employees after twelve (12) months of employment; provided that any leave shall terminate upon the expiration of the employee's term of employment.
- i Employees under twelve (12) months of tenure are eligible for four (4) weeks unpaid leave.
 - ii Employees shall be guaranteed the return to their original position held at the time of taking parental leave, unless the employee's term of employment ends during the leave period. Upon return, employees will remain at the same rate of pay received prior to the leave, including any negotiated increases.
 - iii Employees shall suffer no loss of seniority during parental leave. All insurance coverage shall be maintained for employees on parental leave.
 - iv Employees have no right to payout of parental leave upon separation.
 - v The employee shall provide the employer with at least four (4) months' notice of the expected need to take parental leave.
 - vi Employees shall work with their direct supervisor to develop a comprehensive coverage plan thirty (30) days before their parental leave.

Lactating staff shall be provided reasonable break time for the purpose of expressing breast milk or nursing as long as the caregiver continues to express. The Employer shall provide a private, sanitary place for the caregiver to express or nurse.

ARTICLE 27 SABBATICAL LEAVE

- 27.1 Full time staff who have been employed with the Washington Bus for four or more (4+) years are eligible to request and take up to eight (8) weeks of paid sabbatical leave for the purpose of study, personal development, or the pursuit of personal interests. The sabbatical is intended to be a reward and a renewal period for previous contributions of the staff and prepare the employee for future efforts.
- Sabbaticals may or may not be granted for the period requested, based on operational needs and subject to management discretion. Employees shall request sabbatical leave at least five (5) months prior to the date they intend to begin the leave.
 - The employee will continue to be paid 100% of their wage on a semi- monthly basis throughout the term of their sabbatical leave.
 - Sabbatical is separate and distinct from available vacation. Vacation and sabbatical time off combined in any twelve-month period may not exceed twelve (12) weeks. Vacation may not be taken in the six (6) weeks on either side of sabbatical leave, and may not be taken during the electoral primary and general election season.
 - All insurance and retirement benefits will continue as elected during the sabbatical period. Vacation does not accrue during sabbatical leave.
 - Employees will be eligible for sabbatical leave every four (4) years following the first sabbatical taken.
- 27.2 An employee who takes sabbatical leave must commit to continued employment at the Washington Bus for twelve (12) months after the sabbatical leave is taken. An agreement between the employee and the organization will be signed prior to the sabbatical leave stating that the employee will repay all pay they received during sabbatical if they voluntarily leave the Washington Bus within a period of twelve (12) months after the sabbatical.
- 27.3 Employees have no right to payout of sabbatical leave upon separation.

ARTICLE 28 CONFIDENTIALITY

- 28.1 Statement of Mutual Understanding – The Union and Employer recognizes some bargaining unit positions are privy to confidential information as defined in article 28.2 during the course of their employment. The Union and Employer also recognize these employees are capable of fulfilling their job duties and maintaining professional discretion while being active union members.
- 28.2 Confidentiality – Information obtained in the course of business should be held in the strictest of confidence; this obligation is incumbent upon all employees. Occasionally, employees gain access to information concerning situations, events, transactions, information concerning or relating to its stakeholders, and/or future plans that may have a material impact upon the course of political and organizational action.

Confidential information shall include, but not be limited to, the Employer's:

- Budget,
- Finances,
- Fundraising information,
- Donor information,
- Lists,
- Vendor Contracts,
- Salaries,
- Medical Accommodation requests and plans,
- Personnel information without consent of the employee or Employer (unless own)
- Program plans (details about past projects, projects under consideration or development),
- Any other information which might prove harmful to the organization.

Additionally, operations, finance, and human resource staff should keep all other information confidential unless given written permission by said employee, or the sharing of such information is protected by the National Labor Relations Act or other rule or law.

Care will be taken to preserve such confidential information and to avoid inadvertent disclosure of such information. Employees should not disclose information inappropriately (defined as: disclosing directly or indirectly other than for the organization purposes, during or after their employment with Washington Bus). Appropriate disclosure of information shall include trusted allies and stakeholders. Unless information has been publicly announced or made publicly available by an authorized Employer official, all information acquired as a result of your employment is to remain confidential both during and after your employment. The duty to maintain confidentiality extends not only to full-time employees but also to part-time employees, volunteers, and interns, and continues to be an obligation even after the individual leaves the Employer's employment. Employees who violate these terms shall be subject to disciplinary action by the Employer per Article 17.

ARTICLE 29 COMPENSATION

- 29.1 The highest paid full time Employee of the Employer shall not receive a salary exceeding two and a half (2 ½) times the lowest salary of a bargaining unit full time Employee.

- 29.2 Temporary Assignments – If a vacancy occurs for any reason, and a bargaining unit Employee is assigned to perform the substantial majority of the duties required of the higher classification (including supervisory positions), the Employer agrees to pay the person assigned to perform the interim position at the rate of pay for that position, prorated for the hours worked in that position.
- 29.3 When management assigns a bargaining unit Employee to perform and/or be responsible for the outcomes of projects or programs required of a higher classification, or to perform duties required of a higher classification for a significant portion of their hours, such assignment shall be in writing and shall include a start date of the assignment.
- a. No bargaining unit Employee shall be expected to perform non-trivial duties outside their classification’s job description without written confirmation of the assignment.
- 29.4 Pay Transparency – The Employer shall provide the Union upon request with a list of salaries of all Employees.
- 29.5 No Employee will be disciplined, discharged, or discriminated against for initiating a pay equity review.

ARTICLE 30 WORKING CONDITIONS

- 30.1 No Employee shall suffer a reduction of hourly wage rates, salary, decrease of hours, or reduced vacation time solely by the signing of this Agreement.
- 30.2 No Employee shall be discharged, disciplined, or discriminated against for reporting suspected Code of Conduct Violations by management.
- 30.3 Employees will receive an Employer onboarding orientation within three (3) days of hiring of a minimum of three (3) hours.
- 30.4 Employees have the right to an unlimited number of Skip-Level meetings to provide feedback to management within a week of a meeting request by an employee.
- 30.5 Each employee is entitled to a weekly one on one meeting of no fewer than thirty (30) with their supervisor to discuss feedback and work plans.
- 30.6 Notice for Out-of-Town Travel - Employees will be given a minimum of forty-eight (48) hours’ notice for any out of (town/district) travel. If given less than forty-eight (48) hours’ notice, an Employee may only be required to travel out of (town/district) with the consent of the Employee and the Shop Steward. No Employee will be disciplined, discharged, or discriminated against for refusing an out-of-(town/district) assignment when given less than forty-eight (48) hours’ notice.
- 30.7 If the Employer anticipates that an Employee will be regularly engaged in tasks requiring safety and protective equipment or additional training, it will furnish, at its expense, all safety and protective equipment required for the protection of the Employee and/or pay all expenses for any required additional training.
- 30.8 No Employee will be disciplined, discharged, or discriminated against for raising safety/health concerns.

- 30.9 All Employees shall receive equal and adequate training for any new programs, technology, platforms, equipment, etc., brought into the office if they are expected, as part of their job duties, to use them.
- 30.10 Because state, federal, and local legislative activity affects the wages, benefits, and rights of all workers, and because The Washington Bus is funded in part by public dollars, the outcome of elections for many public offices is very important to the Employer. The Washington Bus and The Washington Bus PAC regularly makes endorsements and participates actively in elections. Management and Staff share a commitment to support candidates who exemplify the organization's values of anti-racism, and youth civic engagement, and centering youth voice and leadership. Staff will not be unreasonably compelled to work with a candidate that does not align with Bus values of anti-racism, youth civic engagement, and centering youth voice and leadership.
- 30.11 Staff will participate in canvassing (voter registration, voter turnout, door knocking, site-based canvassing, etc.) safety protocols and processes training. If an Employee listed in Article 37.1, experiences harassment, discrimination, or sexual harassment when doing work for a candidate or campaign, they will follow the steps:
- 1) Remove themselves from the situation and bring the complaint to their direct supervisor.
 - 2) Supervisor will inform Executive Director an investigation will ensue.
 - 3) A short-term plan will be created with the direct supervisor.
 - 4) A long-term plan will be created with the direct supervisor, which could entail the Employee reallocating their political work within their job descriptions to other endorsed candidates. The Employee at any meeting in the above process has the right to be accompanied by their Union Representative or Shop Steward. This policy is not to restrict the rights of employees to engage in any activity protected by Section 7 of the National Labor Relations Act.

ARTICLE 31 OFFICES & WORK SITES

- 31.1 Representatives of the Union shall have access to the Employer's offices and other public locations where work is being performed for the purpose of determining that the terms of this Agreement are being complied with including but not limited to meeting with management to process grievances, inspecting work schedules, investigating the standing of Employees and inspecting pay records.
- 31.2 Personal Services – No Employee shall be required to perform services of a personal nature.

ARTICLE 32 NOTICE OF TERMINATION OR LAYOFF

- 32.1 In case of layoff(s), The Employee with the least amount of seniority in an affected classification will be the first laid off, provided that the employees remaining in the classification together have all of the qualifications necessary to perform the duties of the position. These factors include seniority, specialization and work experience.
- 32.2 Notice of such layoffs shall be given, in writing, with a copy to the Union office, four (4) weeks before the scheduled layoff, or four (4) weeks' pay in lieu thereof. Laid off full-time permanent Employees shall retain recall rights for a maximum period of one (1) year. Employees on laid off status must be recalled for employment before a new Employee is hired from the outside.

- 32.3 The Employer, upon re-calling, shall do so in the order of seniority, provided that the senior employee in the classification has all of the qualifications necessary to perform the duties of the position.
- 32.4 Employees shall give the Employer two (2) weeks' notice of leaving unless the Employer agrees that the Employee may leave without notice.
- 32.5 Any Employee who was previously employed had a break in service of less than one year and who is reemployed shall be credited with all past years of service.
- 32.6 Transition Package – Employees who have completed one (1) year of service and are scheduled for layoff will receive up to sixteen (16) hours of paid leave time during their lay-off notice period for purposes of attending a mutually acceptable job transition counseling program or engaging in job search efforts including job interviews. All such activities shall be scheduled with the approval of the affected employee's direct supervisor.
- 32.7 The Employer will make a good faith effort to provide positive references for each affected employee and shall provide a letter of reference to laid off employees indicating that the employee was laid off.
- a. If The Washington Bus determines that it no longer has sufficient funding to continue paying a particular employee(s), it will make every effort to provide the employee(s) and the Union one (1) month notice prior to the effective date of the layoff. The Washington Bus will meet with the bargaining unit to explain the decision.
 - b. If The Washington Bus undergoes a change in programmatic focus or change in the organizational mission, based on internal or external reasons, whereby it no longer has a position that fits the skills or abilities of an existing staff member(s), it shall provide the employee(s) and the Union one (1) month notice prior to the effective date of the layoff. The Washington Bus will meet with the bargaining unit to explain the decision.
 - c. Upon such notice of either a programmatic or financial layoff, the full-time permanent employee subject to lay-off may:
 - i. Option 1) The employee may choose to separate from The Washington Bus immediately. If they choose to separate immediately and agree to sign a separation agreement as described below, The Washington Bus will pay the employee the equivalent of one calendar month of salary as a form of severance. The separation agreement shall state:
 1. "The Washington Bus will not disparage the employee and the employee will not disparage The Washington Bus for a period of one (1) year."
 2. Employees who choose to separate immediately, but do not wish to sign a separation agreement, will not be eligible for any severance payment.
 - ii. Option 2) The employee may work a portion of their final calendar month at The Washington Bus and will receive prorated severance for days not worked in the final month. In the event that the employee chooses this option, they shall sign a Separation Agreement. The Separation Agreement shall state:

1. "The Washington Bus will not disparage the employee and the employee will not disparage The Washington Bus for a period of one (1) year."
2. Employees who choose to separate on a prorated basis, but do not wish to sign a separation agreement, will not be eligible for any severance payment.
- iii. Option 3) The employee may choose to work their final month at The Washington Bus at their existing salary rate.
- d. As with all departing employees, unused, accrued vacation will be paid out per Article 28, but unused sick or comp days will not.
- e. For one year following the date of lay-off, employees who have been laid off for financial or programmatic reasons shall have the right of first refusal to pursue comparable, bargaining-unit openings for which they are qualified and for which they possess the requisite skills.
- f. Separation from employment due to expiration of an agreed-upon term of employment shall not constitute a layoff.

ARTICLE 33 SENIORITY & JOB LISTINGS

- 33.1 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an officewide basis.
- 33.2 An Employee's seniority date shall be the Employee's first day of work with the Employer, as either a bargaining unit or non-bargaining unit Employee. Employees shall retain their original seniority date only while continuously employed by the Employer. For purposes of this provision, Employees shall be deemed continuously employed by the Employer while on approved leave of absence and while employed in a non-bargaining unit position.
- 33.3 Employees who are laid off will retain their original seniority date for up to eighteen (18) months.
- 33.4 If an Employee within the same department applies for a vacancy, in the case of a lateral move within the same classification, or when a bargaining unit Employee applies for a vacancy in a different classification within the bargaining unit, seniority will be a significant consideration in filling the position.
- 33.5 Should new bargaining unit positions be created within eighteen (18) months of layoffs, they will be offered first to laid off Employees and filled by seniority subject to their experience and qualifications.

ARTICLE 34 HIRING PROCEDURES

- 34.1 Statement of Mutual Understanding – The Employer and Union recognize that in the United States, legacies of oppression and genocide are perpetuated through, among other things, hiring practices. Due to this, white people, cis-gender men, straight people, and wealthy people are given access and preferentially hired into well paying, high esteemed jobs over people of color, women, trans people, queer people, disabled people, displaced people, immigrants, poor and working-class people.

- 34.2 The Employer will encourage and recruit a diverse applicant pool for open positions with regard to race, ethnicity, sex, gender, religion, age, ability, size, sexual orientation, marital status, familial status, economic status, class background, language, and nation of origin.
- 34.3 The employer will make a good faith effort to retain all current employees through at least the end of the Term of this Agreement.
- 34.4 The Employer agrees that when they hire a grant-contingent employee, they will make reasonable effort to keep the employee on staff.
- 34.5 There will be no hiring of new employees, with the exception of development and operations staff, into the Bargaining Unit unless there is funding to keep all current staff working for at least three (3) months from the date of hire of the Bargaining Unit employee based on current cash flow projections and not included reserves.
- a. Employer will create a hiring committee that includes at least one other current member of staff.
 - b. Employer will provide a full job description with roles and responsibilities and salary range to applicants.
 - c. There will be a minimum of two interviewers for each interview unless mutually agreed by all staff in the bargaining unit.
 - d. Job announcements will match the job classification and salary in the employment contract.
- 34.6 Hiring Procedures – In the case of any full, part time, or temporary positions or vacancies covered by classifications in this agreement:
- a. Employer creates a draft job posting for the position. Employer shares the draft job posting with the Union and gives five (5) business days for feedback. If there is no response from the Union then it assumes no changes to the draft job posting.
 - b. Final job descriptions must be posted internally to all Employees for a minimum of five (5) calendar days before posting externally. Former staff members, former interns, and former Fellows may concurrently apply during the initial five (5) calendar day period. During this time the final job descriptions will also be sent to the Union for their own posting. Non bargaining unit Union members may concurrently apply during the initial five (5) calendar day period.
 - c. The job description must include salary range or hourly pay distinction, pay rate, full or part time, a detailed list of responsibilities and expectations, and whether the job is a Union bargaining unit position.
 - d. Only after satisfying the above shall the Employer advertise the position and seek outside applicants.
 - e. For the purposes of this article, a change in the status of a position from temporary to permanent, or when a new permanent position is created, constitutes a vacancy for such a

position and shall be filled using the procedure detailed above. A part-time position transitioning to a full-time position with the same title and job description will not be required to go through the formal interview process.

f. All persons extended an offer to hire into The Washington Bus bargaining unit positions shall be provided with an electronic or paper copy of the Collective Bargaining Agreement at the time the offer is extended.

g. The Union shall be notified of all new hires within five (5) business days of hiring.

34.7 Probation Period – All new bargaining unit employees shall serve a three (3) month probationary period beginning on their first day of work. Temporary Employees, which does not include interns and fellows, serving six (6) months or fewer of employment are exempt from this Article section. During the probation period, The Washington Bus shall have the unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance procedure set forth in Article 23. Prior to the end of three (3) months, the supervisor will provide feedback on performance to date no later than six (6) weeks. If the employee fails to meet performance standards at any time during the probationary period, the supervisor and employee will develop a Performance Improvement Plan and will meet at least monthly, for the duration of the probationary period, to ensure the employee has the opportunity for success. During these meetings the supervisor and employee collaboratively will outline the areas or opportunity. Both the supervisor and employee will develop objectives and an action plan for success. Failure to provide such evaluation is not grievable. No later than the end date of the probationary period, the employee will receive the following notifications in writing:

a. Whether they will be moved to permanent status or terminated

b. A job description for a permanent status if offered (either identical to the first or reflecting changes made)

c. Any changes in title or salary attendant with changes in job description.

ARTICLE 35 WASHINGTON STATE WORKING REQUIREMENT

35.1 The Washington Bus's mission is to increase political access and participation for young people across Washington State. To best achieve the mission and communities we serve, employees of the Washington Bus must reside in Washington State during their employment.

35.2 Resignation upon Relocation Outside Washington State: If a member of the union chooses to relocate outside the state of Washington, they shall have a period of thirty (30) calendar days from the date of their relocation to resign from their position. It is the employee's responsibility to notify the Washington Bus and union in writing of their intent to resign due to relocation. Failure to comply within the designated time frame will result in involuntary resignation from the Washington Bus.

35.3 Employment of Out-of-State Individuals: In the event that the Washington Bus hires an individual who resides outside the state of Washington, the newly hired employee shall have a period of thirty (30) calendar days from their start date to establish residency within Washington State. The employee must provide proof of residency to the Washington Bus within the designated time frame. Failure to do so will result in involuntary resignation from the Washington Bus.

ARTICLE 36 SECURITY & LAW ENFORCEMENT

- 36.1 The Employer will make every effort reasonable to protect Black, Indigenous, and People of Color (BIPOC), trans, queer, femme, disabled, those impacted by the carceral system, immigrant, and Employees of other oppressed identities, and recognizes these Employees are statistically of greater risk of harassment and police violence due to their identities.
- 36.2 The Employer will take every effort reasonable to not call the police in non-violent situations in order to best protect employees, volunteers, and community members.
- 36.3 The Employer will not use police as security for Employer hosted events unless legally required and will hire union security officers only when necessary and with prior written approval by the Union.
- 36.4 Absence from Work Due to Law Enforcement Action – The Employer will not discipline, discharge or otherwise retaliate against any Employee who is absent from work for less than four (4) workdays due to arrest, detention or incarceration by law enforcement due to exercising their constitutional right to protest, picket, canvass, getting detained, pulled over, or harassed by law enforcement. The Employee is responsible for making a reasonable effort to communicate their absence from work to the Employer as soon as possible.
- 36.5 When a Washington Bus Employee is arrested while on the job, for The Washington Bus approved events, they will receive the follow pay/comp time:
- a. Employees shall be paid their regular pay rate up to five (5) workdays for the detention period and shall be paid for up to two (2) days for required court appearance related to the arrest.
 - b. The Washington Bus staff, and board members will make every effort to get employees out of jail as soon as possible.
- 36.6 Legal Expenses - The Washington Bus will provide legal counsel for employees if they are required to appear in court for actions resulting from the performance of their assigned duties under this contract, and will further pay on their behalf any bail, fines, judgments or penalties imposed upon them as a result of their performance of their Washington Bus duties. Driving and parking infractions are excluded from this provision.

ARTICLE 37 CLIMATE & WEATHER IMPACTS

- 37.1 Employees may use their paid time off to recover from climate and weather-related emergencies. Employees who have no remaining paid time off may take unpaid leave with supervisor approval.
- 37.2 Employees are not required to work outside their home in the following weather conditions:
- a. Air Quality Index (AQI) measures above 151
 - b. Winds above 50mph

- c. Employees' home school districts are not holding in-person instruction due to climate and weather conditions.
- d. Heat index is forecasted to be 100 degrees or higher.

ARTICLE 38 ANTI-DISCRIMINATION & SEXUAL HARASSMENT

- 38.1 The Employer promotes equal employment opportunity and practices anti-discrimination with regard to all employees regardless of age, sex, pregnancy, pregnancy-related conditions, marital status, sexual orientation, gender, gender expression or identity, race, religion, color, national origin, immigration status, ancestry including Indigenous to lands now known as the United States, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, HIV infection, employment leave, or any other legally protected characteristics, or protected activity under the anti-discrimination statutes. Nothing in this section shall be interpreted so as to prevent the Employer from making bona fide determinations regarding any employee's ability to perform all necessary job duties and functions. Employees who believe they have been discriminated against are encouraged to report this to the Union and the Employer. If personnel policy and grievance procedures do not resolve issues, employees may seek assistance from the EEOC (Equal Employment Opportunity Commission), SOCR (Seattle Office of Civil Rights), or the WHRC (Washington Human Rights Commission) or other third-party agencies.
- 38.2 Anti-Sexual Harassment Policy - The Employer is committed to anti-sexual harassment policies as described in its Employee/Volunteer Handbook. The Employer and Union agree to comply with all applicable local, state, and federal laws prohibiting discrimination.
- 38.3 No employee shall face retaliation or reprisal for supporting The Washington Bus's Anti-Discrimination and Anti-Harassment Policy, or for participating in the Policy's complaint procedure or the statutory complaint procedures.

ARTICLE 39 PICKET LINE OBSERVANCE

- 39.1 It shall not be a violation of this Agreement nor a cause for discharge, disciplinary action, or permanent replacement for any employee covered by this Agreement to refuse to go through or work behind any picket lines established because of a strike within the legal definition as put forth by the NLRB.

ARTICLE 40 NO STRIKES & NO LOCKOUTS

- 40.1 It is agreed that neither the Union, its agents, or its members, individually or collectively, will authorize, instigate, cause to take part in any strike, work stoppage, picketing, sit-down, stay -in, slowdown, or any other willful curtailment or restriction of the Employer's operations. The Employer shall have the right to discipline (including the right to terminate the employment of) any employee or group of employees covered by this Agreement, who engage in any activity described above. The Union shall have the right to grieve and arbitrate the question of whether an employee did in fact participate in any such restricted activity and whether the Employer discipline was fairly administered.

ARTICLE 41 AFFIRMATIVE ACTION

- 41.1 The Employer and the Union jointly recognize the desirability of increasing employment opportunities for historically excluded groups as Bus staff members. Both parties see Affirmative Action as an ongoing process and will pursue a program of recruitment, retention, and training with emphasis on career advancement.

ARTICLE 42 NON-DISPARAGEMENT OF EMPLOYER

- 42.1 The Employer maintains a high public profile and engages in a number of political, community, legislative and public activities. For this reason, the duties of many employees will often include tasks of a sensitive public relations or political nature and may include interaction with the media, the public, other community organizations, politicians, government officials, and labor unions. Employees must use every reasonable effort and means to promote the best interests, welfare, and good reputation of the Employer at all times. Employees are responsible for representing all political, legislative, and other issue positions of the Washington Bus during work time. When employees are working or engaged in work related activity, or during any period or on any occasion when employees might reasonably be perceived as acting as a representative of the Washington Bus or affiliated organizations, they are required to support and uphold the public positions of the Washington Bus or affiliated organizations and to reflect well on The Washington Bus's volunteers, leadership, and employees. Because of the sensitive nature of our work, employees are required to submit all public statements written on behalf of the Employer concerning the mission, strategies, tactics, activities or business practices of the Employer for approval in advance by the Washington Bus Co-Executive Directors or designee. "Public statements" include all oral, written and/or recorded materials.
- 42.2 Employees using the Washington Bus's email system or equipment do not have a personal privacy right in their personal use of this system or equipment. No privacy or confidentiality can be expected in any personal email message and/or any document stored on Washington Bus equipment, even if the message is marked "personal" or "confidential."

ARTICLE 43 MANAGEMENT RIGHTS CLAUSE

- 43.1 Nothing in this Agreement shall limit the Employer's exclusive right to determine the mission, purpose and political direction of the Washington Bus, as well as the right to operate and manage its affairs in all respects in accordance with its management rights and all existing and future laws. This includes but is not limited to the right to direct its workforce and to determine work and standards of work, number or employees overall and in each job classification, assignment, location of work assignment (including temporary transfers) and the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance or reasonable rules and procedures, direct work, and promulgate rules, regulations and personnel policies.

ARTICLE 44 DURATION OF AGREEMENT

- 44.1 This Agreement is entered into this ___ day of ____, 2024, between The Washington Bus and the International Brotherhood of Electrical Workers, Local Union No. 89 and shall be effective as of March

1, 2023, and remain in full force and effect through the 31st day of January, 2026, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary date thereafter, either party gives written notice to the other of its desire to terminate or modify any or all of its provisions.

- 44.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Employer and the Union. The parties to this contract agree that it shall have force and effect as between them as herein named and described and that this contract, for any part of its term, shall be binding on the parties.
- 44.3 Notices permitted or required to be served by one party upon the other party under the provisions of this Agreement shall be sufficiently served for all purposes herein, when mailed by certified mail, postage paid to the IBEW Local 89, PO Box 2349, Mount Vernon, WA 98273, for service upon the Union; and to The Washington Bus, 1801 12th Avenue, Suite A, Seattle, WA 98122, for service upon the Employer, and the date of the receipt of such notices shall be the controlling date for the purposes hereunder. As an alternative, either party may send relevant documents via email with return receipt requested. Each party shall promptly inform the other party of any change in the addresses set forth in the Section.
- 44.4 It shall further be provided that this Agreement shall be subject to such changes and modifications during its term as may be mutually agreed in writing signed by the parties hereto.

In Witness Whereof, the parties have executed this Agreement this 4th day of April, 2024.

The Washington Bus
Cynthia Illan Vazquez, Executive Director

Bargaining Committee Members
Denisse Guerrero, Emma Scalzo, Shaine Truscott

Local 89, International Brotherhood of Electrical Workers, AFL-CIO
Richard Murray, Business Manager

Bargaining Committee Members
Teresa Johnson, Mehar Singh, Jazmine Smith

This Agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers, AFL-CIO.

For The Employer:

For The Union:

THE WASHINGTON BUS		IBEW Local 89
<i>Cynthia Illan Vazquez</i>		<i>Richard Murray</i>
Signature		Signature
Cynthia Illan Vazquez		Richard Murray, Business Manager
Printed Name & Title		Printed Name & Title
04/10/2024		04/04/2024
Date		Date
1801 12th Ave. Suite A		PO Box 2349
Address		Address
Seattle, WA 98122		Mount Vernon, WA 98273
City, State, Zip Code		City, State, Zip Code
N/A		360-755-6900 / 360-848-0606
Telephone Number / Fax Number		Telephone Number / Fax Number
(253) 330-1840		425-312-2978
Cell Phone Number		Cell. Phone Number
cynthia@washingtonbus.org		richard.murray@ibew89.com
E-mail		E-mail

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
June 20, 2024
Kenneth Cooper,
International President
This approval does not make the