

COLLECTIVE BARGAINING AGREEMENT

**BY AND BETWEEN THE
PIERCE COUNTRY PUBLIC TRANSPORTATION
BENEFIT AREA AUTHORITY CORPORATION
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO, DISTRICT LODGE 160, LOCAL 297**



MAY 1, 2018 – DECEMBER 31, 2021



The Mission

**To provide professional law enforcement services for
Pierce Transit and the communities we serve.**

The Vision

**Ensure a safe environment for employees and
passengers by setting the standard for innovative
Transit Policing.**

We Value

**☆ Accountability ☆ Integrity ☆ Teamwork
☆ Professionalism ☆ Respect**

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AGREEMENT

This AGREEMENT is between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY CORPORATION (hereinafter called the Employer) or any successors or assignees thereof, and INTERNATIONAL ASSOCIATION OF MACHINISTS and AEROSPACE WORKERS, DISTRICT LODGE 160, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable state and federal laws. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state and federal laws are paramount and shall prevail.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in RCW Chapter 41.56 as last amended of all employees employed within the bargaining unit defined by the classifications listed in Appendix A to this Agreement. During the term of this Agreement, the Employer will notify the Union of newly created job classifications that share a community of interest with positions represented by the bargaining unit. After conferring with the Union, if no agreement is reached regarding inclusion of a job classification in the bargaining unit, the dispute will be referred to the Public Employment Relations Commission (PERC) pursuant to RCW 41.56. If the job classification is to be included in the bargaining unit, the Employer will negotiate the wage rate and applicable terms and working conditions for such new classifications.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

A. It shall be a condition of employment that all employees of the Employer

covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge to the Union equal to normal dues and any applicable initiation fees as a contribution towards the administration of this Agreement; provided that objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative for which such employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

- B. It shall be the responsibility of the Union to provide all disclosures required by law concerning service fees.
- C. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action. During this period the employee may make restitution in the amount that is due.
- D. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees, regular monthly dues, and assessments uniformly required of members of the Union or in lieu thereof the monthly service charge equal to normal dues and any applicable initiation fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a standard form approved by the Employer and may be revoked by the employee upon request and the Union so notified. The performance of this function by the Employer is recognized as a service to the Union.
- E. The Union agrees that the Employer shall not terminate the employment of any employee under the provisions of this Article until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided hereinabove. The Employer agrees that the Union will be notified of any termination at

the time of termination of an employee and will also notify the Union of the hire of any new employee covered by this Agreement within three (3) working days after hire, if possible.

- F. New employees subject to the terms of this Agreement shall be required to read, date and sign a document setting forth the provisions of the Union security clause of this collective bargaining agreement.

ARTICLE 4 - UNION ACTIVITIES

- A. **Visitation and Conduct of Union Business:** Authorized representatives of the Union may, after notifying the Public Safety Chief, or designee, visit the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Employer work time shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.
- B. **Authorized Representatives:** The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to resolve grievances and who will be serving on the Union's negotiation team.
- C. **Nondiscrimination:** A member of the Union acting in any official capacity whatsoever shall not be discriminated against for lawful acts as such member of the Union.
- D. **Union Bulletin Boards:** The Employer shall provide one Union bulletin board. Postings by the Union and its members shall be confined to such board and shall be limited to the business of the Union.
- E. **Meetings with Employer:** Authorized representatives of the Union will be allowed time off with pay to attend meetings called at the request of the Employer or its duly authorized representatives. This shall apply only to those meetings occurring during the employee's normal work shift. Attendance at meetings during non-work hours will be considered unpaid time.
- F. **Union Business Leave:** Employees will be granted leave without pay to participate in Union activities of a specified duration upon request to the Public Safety Chief, or designee, provided that the employee's absence will not interfere with the operating needs of the work unit. The request will be submitted at least seven (7) business days in advance and cite the duration of the assignment unless this requirement is waived by

the Employer.

- G. **Time in Bargaining:** Employees serving on the Union negotiation team will not be paid by the Employer for time spent in bargaining activities, and will be considered to be on leave. However, for pension continuation purposes, such leave for bargaining activities will be paid leave when agreement is made between the Union and Employer, where the Employer is reimbursed by the Union for all salaries, applicable payroll taxes, retirement contributions and fringe benefits paid to or on behalf of the designated employees. Such reimbursement shall be invoiced by the Employer. Upon receipt of an invoice from the Employer, the Union shall remit payment within thirty (30) days.

ARTICLE 5 - WORK STOPPAGES

- A. The Union and the Employer agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective.
- B. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary action up to and including termination.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. Except as otherwise limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer.
- B. The direction of its working force and operations is vested exclusively with the Employer. Without limitation, but by way of illustration, the exclusive prerogatives, functions, authority, and rights of the Employer shall include the following:
1. To direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.
 2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of division, office,

branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereof.
4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
5. To develop, interpret, amend, and enforce written policies, procedures, rules or regulations governing the workplace, including those described in the current Personnel Manual, provided that such policies, procedures, rules or regulations do not conflict with the provisions of this Agreement.
6. To assign and distribute work, including the assignment of incidental duties connected with positions even if not described in job description/classifications.
7. To assign shifts, workdays, hours of work, and work locations.
8. To discipline, suspend, demote, or discharge an employee for just cause.
9. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the Employer.

ARTICLE 7 - UNION NONDISCRIMINATION

- A. The Union and Management agree to work cooperatively to ensure the achievement of the principles of non-discrimination. Further, it is mutually agreed that there shall be no discrimination based on Union membership or Union activity. Employees who believe they have been the subject of discrimination are encouraged to utilize the Agency's internal complaint procedures prior to seeking relief through external Agencies.
- B. The term "Employee," as used in this Agreement, includes both male and female employees. Contract language has been written as gender neutral whenever possible.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any

difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

- B. A "Grievance," as is used in this Agreement, means a claim by the Union that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

- C. Steps in the grievance procedure for disputes involving contract interpretations:

STEP 1: The Union representative shall present in writing to the Public Safety Chief, or designee, within ten (10) business days of knowledge of the act or event being grieved, with a copy to the Executive Director of Service Delivery and Support. The grievance shall specify the alleged violations(s) or dispute to include the act or event grieved, the date of the occurrence, the identity of the employee(s) who claims to be aggrieved, the specific provision of the Agreement that has been violated, and the remedy sought. The Public Safety Chief, or designee, shall have ten (10) business days after receipt of the grievance within which to meet and resolve the issue.

STEP 2: In the event that resolution is not reached, and the Union Business Representative believes the grievance has merit, the grievance shall be submitted in writing to the Executive Director of Administration, or designee, within ten (10) business days of the step one meeting. The grievance shall specify the act or event grieved, the date of the occurrence, the identity of the employee(s) who claims to be aggrieved, the specific provision of the Agreement that has been violated, and the remedy sought. The Employer will not be required to process a grievance until this information is provided. Grievances that do not meet this condition or are otherwise unclear may be identified by the Employer and referred back to the Union for written clarification.

STEP 3: The Executive Director of Administration, or designee, shall serve as chair of a Grievance Committee consisting of appropriate Employer personnel as designated, who will meet with the employee and the Union representative to review the facts and resolve the grievance. The meeting shall be held within twenty (20) business days after receipt of the written grievance and the committee shall render a written decision within twenty (20) business days after the meeting.

STEP 4: In the event the grievance remains unresolved, the grievance may be appealed to arbitration by so notifying the Executive Director of Administration, or designee, in writing by email, registered or certified mail. Such notification must be

received not later than thirty (30) business days after receipt by the Union of the committee's decision.

- D. In the event that a grievance arises that involves disciplinary action, it shall be handled in the following manner:

STEP 1: In the event that the Union Business Representative believes the grievance has merit, the grievance shall be reduced to writing and presented to the Executive Director of Administration, or designee, within ten (10) business days after receipt by the Union of the notice of discipline or the date of removal if the grievance involves immediate removal from the job site as provided in Article 11 – Discipline and Discharge. The grievance shall specify the act or event grieved, the date of the occurrence, the identity of the employee who claims to be aggrieved, and if applicable, the provision of the Agreement that has been violated, and the remedy sought. The Employer will not be required to process a grievance until this information is provided. Grievances that do not meet this condition or are otherwise unclear may be identified by the Employer and referred back to the Union for written clarification. Thereafter, the Union Business Representative and the employee will meet with a committee chaired by the Executive Director of Administration, or designee, and other appropriate Employer personnel for the purpose of resolving the grievance. The meeting shall be held within twenty (20) business days after receipt of the request for the meeting. The committee shall render a decision in writing within twenty (20) business days after such meeting is concluded.

STEP 2: In the event the grievance remains unresolved, then the grievance may be appealed to arbitration by so notifying the Executive Director of Administration, or designee, in writing by email, registered or certified mail. Such notification must be received no later than thirty (30) business days after receipt by the Union of the committee's decision.

E. **Arbitration Procedure:**

1. In the event that any grievance, dispute, or controversy, including disciplinary action, cannot be amicably adjusted in accordance with the provision of the grievance procedures defined in Sections C and D of this Article, it may be submitted to arbitration. Either party shall give notice of its intention to arbitrate as required in the applicable step. A list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). Both parties shall

- meet and each shall strike a name, until one (1) arbitrator is selected.
2. The Union and the Employer both agree that the submission of a case to arbitration shall be based on the original written grievance submitted following the grievance procedure in Sections C and D of this Article, and shall contain the nature of the grievance; act or acts grieved; date of occurrence; actual work performed; identity of employee or employees who claim to be aggrieved; provisions, if any, of this Agreement that the Employer has allegedly violated; and remedy sought.
 3. Unless agreed upon in writing by both parties prior to the scheduling of the arbitration, no more than one (1) grievance, dispute, or controversy shall be submitted before the same arbitrator at one (1) hearing.
 4. Upon mutual consent of the parties, an important grievance, dispute, or controversy may be severed from the other matters so as not to be heard at the same arbitration session or by the same arbitrator. The Arbitrator shall determine whether good cause has been shown.
 5. The Arbitrator shall settle or decide an issue or grievance submitted for arbitration within thirty (30) calendar days from the date on which the arbitration hearing closed.
 6. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives.
 7. The Arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement, to limit or impair any common law right of the Employer, or to establish or change any wage or rate of pay contrary to the terms of this Agreement. The Arbitrator will not have the authority to make any award that provides an employee with compensation greater than would have resulted had there been no violation of the Agreement. In case of non-disciplinary arbitration, the power and authority of the Arbitrator shall be to hear and decide each non-disciplinary dispute and shall be limited to determining the meaning and interpretation of the terms of this Agreement as herein set forth. The decision of the Arbitrator within these stated limits shall be final and binding on both parties and shall be in accordance with the laws of the state of Washington and the federal laws. The decision of the Arbitrator shall be based solely on the evidence and arguments presented to him/her by

the parties in the presence of each other.

8. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement.
 9. The expense of the impartial arbitrator shall be borne equally by the parties. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any mutually agreed upon postponements or cancellations will be shared equally by the parties. Each party shall bear the cost of preparing its own case, including attorney's fees and expenses, regardless of the outcome.
 10. This grievance and arbitration process is the exclusive mechanism to resolve disputes involving the interpretation of this Agreement, including disciplinary actions. If issues raised in a grievance under this Agreement are also subject to claims based on laws independent of this Agreement, the Union and affected employees must choose whether to pursue the grievance and waive the other claims, or pursue the independent claims and waive the right to contest the grievance through arbitration. The choice of which route to pursue must be made before requesting arbitration.
 11. No issue whatsoever shall be arbitrated or subject to arbitration under this agreement unless such issue results from an action or occurrence which takes place following the execution date of this Agreement and no arbitration determination or award shall be made by the Arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the Arbitrator which shall allow any alleged accruals for more than one hundred eighty (180) calendar days prior to the date when such grievance shall have first been presented.
- F. Any and all time limits specified in the grievance procedure may be waived in writing by mutual agreement of the parties. Failure by the employee/Union to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Upon written notice, a retroactive waiver of up to five (5) business days will be provided by management to the Union on Step 2 grievances. Failure by the Employer to submit a reply within the specified time limits shall cause the grievance to advance to the next step of the grievance procedure.

ARTICLE 9- FITNESS FOR DUTY EXAMINATIONS

- A. All employees may be required by the Public Safety Chief, or designee, with the approval of the Executive Director of Administration, or designee to undergo for cause medical examinations to determine their physical and mental fitness to perform the work of the classification in which they are employed. The cost of these examinations shall be at the expense of the Employer.
- B. Determination of physical or mental fitness will be by a physician designated by the Employer. The Employer will provide this physician with a description of the work to be performed and its physical parameters, as well as a written summary of any Employer concerns related to fitness for duty. The employee will fully cooperate in the exam, including providing any information and/or medical records that the examining physician deems relevant.
- C. When the examining physician reports that an employee is physically or mentally unfit to perform work in the position in which the employee is employed, such employee shall have a period of three (3) working days from the date of his/her notification of such determination by the examining physician to indicate in writing to the Executive Director of Administration their intention to submit the question of his/her physical or mental unfitness to a physician of their own choice. The cost of the examination shall be at the employee's own expense. This physician shall also be provided a description of the work to be performed and its physical parameters, as well as a written summary of the Employer's concerns related to fitness for duty. The report of such examination shall be provided to the Executive Director of Administration not later than twenty (20) working days from the receipt of notification of unfitness of the employee.
- D. In the event of differing medical opinions, the employee shall undergo an examination by a third party physician for resolution. This physician shall be mutually agreed upon by the Employer and the Union, and chosen from a list provided by the Union of five (5) licensed physicians on the Washington State Department of Labor & Industries (L&I) current list of registered providers. Failure to agree on an examining physician within thirty (30) days of receipt of the list shall be considered a default to the Employer's examiner unless an extension is mutually agreed upon. The third medical examination shall be the deciding opinion. The cost of this examination shall be at the expense of the Employer.

- E. Actions of the Employer based on the results of the examination are not considered to be disciplinary; however, such actions shall be subject to the grievance procedure in Article 8 of this Agreement.

ARTICLE 10- PROBATIONARY EMPLOYMENT

- A. New employees shall be subject to a probationary period of six (6) months provided that the Employer may extend such probation for a maximum of three (3) additional months. The probationary period shall commence after the employee has passed the academy and field training programs. All hours worked prior to entry into the academy shall count towards field training.
- B. Probationary employees shall not be considered regular employees, and their retention as employees shall be strictly within the discretion of the Employer. Such employees shall not have recourse to the grievance procedure with regard to disciplinary actions including discharge. When a probationary employee is discharged, the employee may demand that a Union representative be present.
- C. An employee who is promoted shall be required to complete a probationary period of six (6) months during which retention in the new position will be at the Employer's discretion. However, if the employee fails to successfully complete a probationary period, he/she shall be permitted to return to the position from which he/she was promoted.
- D. Periods of absence from work (both paid and unpaid) as well as time worked in a light or transitional duty assignment will not be included in computing the probationary period.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- A. Written reprimands, notices of suspension and notices of discharge will become a part of an employee's personnel file. The employee and the Union will receive a copy of such reprimands and notices.
- B. An employee may be suspended without pay, demoted or dismissed for cause.
1. The employee or delegate shall be given a copy of the notice of disciplinary action, which includes a statement of reasons for the action.
 2. The Union may grieve a suspension, disciplinary demotion, or dismissal by

filing a written grievance in accordance with the procedures specified in Article 8 – Grievance Procedure, Section D.

3. Suspensions shall be effective not more than ten (10) business days from the date of the notice of discipline, excluding any leaves, days off and holidays of the employee.
- C. If the Employer believes a situation exists requiring the immediate termination or removal from the job site of an employee, the reasons for such decision should be carefully documented. Grounds for immediate dismissal may include:
1. Actions in violation of the Pierce Transit Drug & Alcohol Policy to include:
 - a) The possession of, use of, or impairment by, any illegal or prohibited drug, or misuse of legally prescribed drugs.
 - b) The possession of, use of, or impairment by, alcohol while on duty or in uniform. The term "possession" as used in this article shall not be construed to include the temporary possession of alcohol, drugs or other substances that arises as a result of or in connection with the employee's performance of job duties.
 2. Dishonesty;
 3. Mishandling of Employer revenues;
 4. Insubordination;
 5. Striking or abusing a supervisor, customer or fellow employee;
 6. Misuse of Agency equipment;
 7. Mishandling of physical evidence;
 8. Conviction of a crime; and
 9. Conduct unbecoming.

ARTICLE 12 – SENIORITY

- A. The following types of seniority are recognized:
1. Agency seniority, which is the length of continuous employment of an employee with the Employer commencing on the employee's last date of hire.
 2. Classification seniority, which is the length of aggregate employment of an employee within a classification to which he/she has been regularly appointed and commencing on the date on which the employee is appointed to a regular position.

- a) Employees who are promoted to a classification not included in the bargaining unit shall have their classification seniority frozen and will lose said seniority at the conclusion of one (1) year (to include the probationary period).
 - b) An employee who is temporarily appointed to a classification shall not accrue seniority in that classification but shall continue to accrue seniority in their classification.
 - c) Employees moving from one classification to another classification within this bargaining unit will have their seniority frozen in their previous classification.
- B. Leaves of absence without pay exceeding thirty (30) consecutive calendar days will result in a commensurate reduction of seniority with the exception of qualified Family Medical leaves and military leaves.
- C. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, seniority shall not be lost in a lay off situation.

ARTICLE 13 - LAYOFF & RECALL

A. Layoff:

1. In the event of a layoff, the Employer shall determine the classifications in which positions are to be reduced. In determining which employees in the affected classifications will be laid off, primary consideration will be given to individual performance and qualifications required for the remaining jobs. Where there is more than one employee in an affected classification of work and where individual performance and qualifications are substantially equal as reasonably determined by the Employer, seniority in the relevant job classification will be determinative. Employees who are designated to be laid off shall be given thirty (30) calendar days' notice, or as much advance notice as possible, prior to the effective date of the layoff.
2. An employee who is in a classification designated for reduction may displace an employee in any equal or lower classification in the division in which said employee previously held regular status; provided said employee has more seniority in the classification than the employee he/she desires to displace. This right shall be exercised only once in any layoff.

3. Seniority for benefits purposes shall not accrue during layoff, but seniority for job bidding purposes shall continue to accrue during layoff.

B. Recall:

1. Employees shall be recalled in the reverse order of layoff as provided in Section A above.
2. Notice of recall shall be sent to employees at their last known address by registered or certified mail. It is the employee's responsibility to keep the Employer informed of his/her current address. If any employee fails to report for work within ten (10) calendar days from the date of mailing the notice of recall, he/she shall be considered to have quit, shall cease to have seniority, and shall have his/her name removed from the recall list.
3. Recall rights of any employee shall expire twenty-four (24) months from the date of layoff.

- C. Nothing in this Article or any part of this Agreement is intended to restrict the sole authority of the Employer to determine the necessity of service reductions, the form of the reduction, or the duration of layoff.

ARTICLE 14 - INSURANCE AND OTHER BENEFITS

A. Medical, Vision and Dental Insurance:

1. Employees shall pay a percentage of the monthly premium cost for the agreed upon medical, vision and dental insurance coverage as follows:

Five percent (5%) for 2018;

Six percent (6%) effective 1/1/2019;

Seven percent (7%) effective 1/1/2020; and

Eight percent (8%) effective 1/1/2021.

Should the total health insurance premiums increase more than ten percent (10%) in any benefit year, the amount in excess of a ten percent (10%) increase shall be split equally between the Employer and employee.

For employees covered under this Agreement, the agreed upon medical and vision insurance provided under the Machinists Health and Welfare Fund shall be:

Regence Plan 15 tiered rates

Hearing/Preventative Services
(Regence)

Kaiser (HMO) tiered rates

Vision Service Plan 1

For employees covered under this Agreement, the agreed upon dental insurance provided under the Northwest I.A.M. Benefit Trust shall be:

Dental Plan 125

Nothing in this Agreement shall preclude the Union from selecting lower cost plans through the Machinists Health and Welfare Fund or the Northwest I.A.M. Benefit Trust throughout the term of this Agreement on an annual basis provided notice is given to the Employer.

If the Employer is required to pay, directly or indirectly, a fee, charge, tax, premium increase, or other monetary penalty attributed to the Affordable Care Act's Excise Tax on High-Cost Coverage (the "Cadillac Tax"), then such cost shall be paid solely by the employees who have chosen such a medical plan and benefited from it. When measuring annual premium increases for purposes of equally splitting amounts in excess of ten percent (10%) in any benefit year, any fee, charge, tax, premium increase, or other monetary penalty attributed to the Cadillac Tax shall be excluded from the calculation for medical insurance.

The Agency agrees to provide contributions in the manner defined herein to the Machinists Health and Welfare Fund and the Northwest I.A.M. Benefit Trust, respectively, for each employee who was compensated for eighty (80) hours or more during the preceding month for work covered by this Agreement, regardless of union membership. The Employer and the Union each acknowledge receipt of a copy of the respective Trust Agreement and they agree to be bound by said Agreement and all lawful amendments thereto. They do further agree to accept as their representatives, the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successor. The contributions shall be paid by the twentieth (20th) day of the month following the month in which the contributions were earned.

2. An employee may elect to cover his/her domestic partner, as defined by the Machinist Health & Welfare Benefit Trust, on the group medical, vision and dental plans. The Machinist Health & Welfare Benefit Trust will determine the

appropriate documentation needed for domestic partners to participate in such plans. For all other benefits afforded under the terms and conditions of this Agreement, the Employer will determine the documentation required to substantiate a legitimate domestic partnership.

3. Employees will be offered the option of participating in a flexible spending account.

B. Life Insurance:

1. All represented employees shall be enrolled in the group life insurance plan unless coverage is specifically waived. The benefit amount will be equal to one times the insured's annual basic salary. The Employer shall contribute fifty percent (50%) of the cost of this premium for each employee on the plan.
2. The minimum group life insurance coverage shall be five thousand dollars (\$5,000). Whenever, as of January 1 and July 1 the insured's annual basic salary exceeds the amount of insurance in force, the insurance coverage for said insured shall be raised to the next highest thousand (\$1,000).
3. Employees may also purchase an optional supplemental group life insurance plan, the premiums for which shall be the sole responsibility of the participating employee.
4. The Employer may move to a new insurance carrier for Life Insurance, so long as coverage remains equal or better to that which is currently provided to bargaining unit employees.

- C. Assault Benefit:** The Employer shall pay a principal sum of fifty thousand dollars (\$50,000) to an eligible employee who is feloniously attacked in the course and scope of employment for injuries resulting in death, dismemberment or permanent total disability that prevents the employee from returning to the job of injury. This payment will be in addition to the benefits the employee might be entitled to under state workers' compensation laws. For employees claiming dismemberment or a permanent total disability, eligibility for the assault benefit will be determined by the method outlined in Article 9 of this Agreement.

- D. Long-Term Disability:** The Employer shall pay one hundred percent (100%) of the premium for long-term disability insurance for each eligible employee. The long-term disability plan shall have a minimum ninety (90) day waiting/elimination period. The benefit will be a percentage of an individual's monthly base wages up to the plan maximum and as defined by the plan. The Employer may move to a new insurance

carrier for Long-Term Disability Insurance, so long as coverage remains equal or better to that which is currently provided to bargaining unit employees.

- E. **457 Deferred Compensation:** The employee shall be permitted to participate the Agency's 457 Deferred Compensation program. Upon completion of the new hire employee's six (6) months of employment, the Employer shall provide a matching contribution to the employee's deferred compensation program. The Employer's match of the employee's contributions will be made on a dollar-for-dollar basis and shall not exceed four and one-quarter percent (4.25%) of the employee's base salary.

ARTICLE 15 -WAGES AND OVERTIME COMPENSATION

A. Wages:

1. Employees covered by this Agreement shall be compensated in accordance with the applicable wage schedule specified in Appendix A of this Agreement. The wage schedule shall reflect a cost-of-living adjustment (COLA) to base wages as follows:

May 1, 2018 – December 31, 2018	1.5%;
January 1, 2019 – December 31, 2019	2.5%;
January 1, 2020 – December 31, 2020	2.5%; and
January 1, 2021 – December 31, 2021	2.5%.

2. Employees hired after the ratification date of this agreement will begin at the first step in the assigned wage range and will move to the next step at the end of the probationary period. Subsequent wage step increases will be on an annual basis. Eligibility for any step increase will require satisfactory employee performance as determined by the Public Safety Chief or designee.
3. If the Public Safety Chief, or designee, determines that an employee's performance is unsatisfactory, written notice of such unsatisfactory performance will be given to the employee and the Executive Director of Administration, or designee, at least ten (10) business days prior to the effective date of the scheduled wage increase. The scheduled increase shall then be suspended until such time that the employee's performance has returned to a satisfactory level.

4. Leaves of absence without pay in excess of fifteen (15) calendar days, except for military leave or for Armed Forces pre-induction purposes, will not be included in computing time for an employee's scheduled annual increase.

B. Overtime

1. The overtime rate of time and one-half the employee's regular base wage shall be paid for hours worked in excess of forty (40) hours in a workweek. Overtime work, whether as part of a single shift or by reason of call back, must be approved in advance by a supervisor. Sick leave and leave without pay will not be considered time worked for the purposes of computing overtime hours.
2. Work performed by employees on their scheduled day off will be paid at time and one-half the regular base rate of pay when time worked in the workweek exceeds forty (40) hours. Sick leave and leave without pay will not be considered time worked for the purposes of computing overtime hours.
3. Overtime or premium pay shall not be paid more than once for the same hours under any provision of this Agreement. Whenever two or more overtime or premium rates appear applicable to the same hours, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of applicable rates shall apply.

ARTICLE 16 – HOLIDAYS

- A. The following are holidays for all regular and probationary employees of the Employer:

New Year's Day (January 1st)
Martin Luther King, Jr.'s Birthday (3rd Monday of January)
President's Day (3rd Monday of February)
Memorial Day (Last Monday of May)
Independence Day (July 4th)
Labor Day (1st Monday of September)
Veteran's Day (November 11th)
Thanksgiving Day (4th Thursday of November)
The day immediately following Thanksgiving Day
Christmas Day (December 25th)

- B. All employees shall have two (2) paid personal holidays per calendar year for which time off shall be mandatory; these days off to be mutually agreed to by both employee and employer. To be eligible for these holidays, employees must have been, or are scheduled to be, continuously employed by the Employer for more than four (4) months as a regular or probationary employee during the calendar year of entitlement.
- C. In addition, employees as specified above, shall be granted such additional holidays as may be determined by the Board of Commissioners from time to time by resolution.
- D. Employees shall receive pay for the holiday provided they are in a paid status on both the regular scheduled work day immediately preceding the holiday and the regular scheduled work day immediately following the holiday.
- E. When one of the holidays listed in this section falls on a Saturday, the day preceding will be observed as a holiday with pay, and when one of the holidays listed in this section falls on a Sunday, the next day following will be observed as a holiday with pay.
- F. Holiday pay for full-time employees shall be paid for eight (8) hours at the employee's basic rate of pay, exclusive of premium or special pay. Part-time employees, shall receive holiday pay equal to the average number of paid hours in the previous pay period divided by ten (10), with holiday pay being not less than four (4) hours nor more than eight (8).
- G. **Holiday Premium:** Employees covered by the Agreement who work on any holiday as designated in this Article shall be paid at a premium rate equivalent to time and one-half the employee's regular rate of pay, exclusive of any other special or premium pay for hours actually worked in addition to holiday pay.
- H. Employees otherwise eligible for holiday pay who are scheduled to work on a holiday and unable to work because of illness or injury shall be paid only holiday pay. However, employees scheduled to work ten (10) hours on a holiday, who are unable to work due to an authorized purpose covered by Washington Paid Sick Leave (WPSL) as described in Article 18.C, may elect to supplement the holiday pay with two (2) hours of accrued WPSL.
- I. Employees who are scheduled to work ten (10) hours per day for four (4) days per week, who are not assigned to work on a designated holiday, shall choose from among the following options for the pay period containing the holiday. These options apply to work groups that are not required to revert to 5/8's (eight hours a day, five days a week).
 - 1. Use two (2) hours of vacation leave without pay; or

2. Use two (2) hours of accumulated vacation leave.

ARTICLE 17 - VACATION LEAVE

A. Rate of Accrual of Vacation Leave:

1. Regular or probationary full-time employees shall accrue vacation leave for each bi-weekly pay period in which they have been in a paid status a minimum of fifty-six (56) hours in accordance with the schedule in Section A.2 of this Article. Part-time employees shall accrue a pro-rated amount proportionate to the number of hours in a paid status not to exceed what a full-time employee would earn. Eligible employees who are on a leave of absence for active training duty or for inductive purposes with the Armed Forces of the United States shall accrue vacation.
2. Employees shall accrue vacation leave by reason of tenure. Increases in the accrual rate shall begin in January of the year in which periods of aggregate service are completed according to the schedule below:
 - a. At hire through December 31 in which year 4 is completed: 3.6924 hours each pay period
 - b. On January 1 of the year in which year 5 is completed: 4.6154 hours each pay period
 - c. On January 1 of the year in which year 9 is completed: 5.2308 hours each pay period
 - d. On January 1 of the year in which year 14 is completed: 6.1539 hours each pay period
 - e. On January 1 of the year in which years 19 through 28 are completed: For each of these years an additional .3077 hour will be accrued per pay period.

Example: An employee hired in September 2011 will complete five (5) years in September 2016. On January 1, 2016 the vacation accrual rate will increase from 3.6924 to 4.6154 hours per pay period. The next increase in accruals will take effect on January 1, 2020.

3. New employees shall not be eligible for vacation leave until they have completed six (6) months of service, but shall accrue vacation based on the above schedule beginning from the date of their appointment.

4. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual. In the event an employee is unable to use vacation prior to exceeding the two (2) year limitation because of continued illness due to job related disability, and provided the employee submits a written request to the Vice President of Administration or designee explaining the employee's circumstances, such unused vacation leave may be allowed to accumulate until the employee returns to work or is separated. Vacation leave in excess of two (2) years' accrual, if not taken within one hundred eighty (180) calendar days after the employee returns to work, shall be forfeited.

B. Permissible Use of Vacation Accruals with Pay:

1. Vacation leave may not be taken without prior managerial approval and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Employer and, as far as practicable, the preferences of the employees.
2. Vacation leave shall be charged as actual time used.
3. Employees will not request or be authorized to take scheduled vacation if the leave balance is insufficient to cover the absence.

C. Payment for Vacation:

1. An employee, when terminating employment with the Employer, shall be compensated for vacation leave earned and accrued to the date of separation, provided that new employees who are discharged or who resign during their probationary period shall not be entitled to compensation.
2. An employee who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the rate of pay appropriate to the classification in which he/she worked the majority of the time in the six (6) month period immediately prior to the effective date of the vacation leave taken.
3. Payment for vacation immediately prior to leaving on an authorized vacation may be made at the request of the employee, provided the request is made at least ten (10) days prior to the vacation period and the authorized vacation is not for less than ten (10) working days. After such payment, the employee must take his/her vacation for the entire period for which payment was made.
4. Vacation pay shall be pay for a maximum of ten (10) hours per day at the employee's basic rate of pay, exclusive of special or premium pay.

D. Vacation Sell-Back: Employees may sell back to the Employer up to forty (40) hours of vacation a year provided the following:

1. Employee must have taken forty (40) hours of vacation within the current calendar year and have a minimum of eighty (80) hours of vacation balance remaining after the sale;
2. Employee must submit the appropriate form in November of each year for managerial approval;
3. Requests must be submitted to the Accounting Department no later than November 30th of the year. Payment will be issued no later than December 31st.

ARTICLE 18- SICK LEAVE, WITH AND WITHOUT PAY

A. Introductory Statement: Washington's paid sick leave law, Initiative 1433, took effect on January 1, 2018 and is published at RCW 49.46 and WAC 296-128. The law applies to all employees covered by this Agreement. To ensure compliance with the law, the Employer and Union agree to two separate sick leave accruals: (1) Washington Paid Sick Leave (WPSL), which is accrued and administered based on the minimum requirements of the law; and (2) Pierce Transit Sick Leave (PTSL), which is an additional leave benefit accrued and administered based on language from the Employer's policies and this Agreement. Accrued sick leave as of December 31, 2017 has been preserved as PTSL.

The Employer and Union recognize that employees have statutory rights to WPSL that may not be abridged by the Agreement or by the Employer's policies. Should any provision of this Agreement or the Employer's policies conflict with the law, then the minimum requirements of the law shall prevail. The specific details concerning the eligibility, accrual, authorized purposes, usage priority, separation rights, notice for use of WPSL, verification of WPSL usage, and other terms of WPSL and PTSL are governed by the Employer's policies, provided nothing in those policies shall conflict with any express language of this Agreement.

B. Eligibility for Sick Leave: The following provisions, unless otherwise specified, apply to all regular and probationary employees:

1. **Accrual – Washington Paid Sick Leave (WPSL):**
 - a. **All Employees:** All categories of employees, including full time,

probationary and part-time employees accrue WPSL at the statutory rate of 0.025 hours for each hour worked, including overtime hours but excluding paid or unpaid leave. For example, an employee working eight (80) hours in a bi-weekly pay period accrues two (2) hours of WPSL for that pay period. There is no limitation on the amount of WPSL that may be accrued each calendar year.

- b. WPSL earned shall be credited to an employee's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned.

- 2. **Carryover – Washington Paid Sick Leave (WPSL):** Regular and probationary employees may carryover a maximum of forty (40) hours of accrued WPSL from one calendar year to another. At the end of each calendar year, any accrued WPSL in excess of forty (40) hours will be converted to PTSL. For example, an employee who ends a calendar year with sixty (60) hours of accrued WPSL will have twenty (20) hours of WPSL converted to PTSL.

- 3. **Accrual – Pierce Transit Sick Leave (PTSL):**

- a. Regular and probationary full time employees shall accrue PTSL for each bi-weekly pay period in which they have a minimum of fifty-six (56) hours in a paid status. The PTSL accrual rate will vary dependent upon the amount of WPSL accrued during the same bi-weekly pay period. WPSL and PTSL, when combined together, will accrue at the total rate of 3.6924 hours for each bi-weekly pay period.

Example #1: In a bi-weekly pay period, a full-time employee works eighty (80) hours. The employee accrues two (2) hours of WPSL and 1.6924 hours of PTSL, for a combined total of 3.6924 hours.

Example #2: In a bi-weekly pay period, a full-time employee works sixty (60) hours. The employee accrues one and a half (1.5) hours of WPSL and 2.1924 hours of PTSL, for a combined total accrual of 3.6924 hours.

Example #3: In a bi-weekly pay period, a full-time employee takes two (2) full weeks of approved paid vacation and does not work any hours. The employee accrues zero (0) hours of WPSL and 3.6924 hours of PTSL.

- b. Eligible employees who are on a leave of absence for active duty training purposes with the Armed Forces of the U.S. shall accrue PTSL.
- c. PTSL earned shall be credited to an employee's accruals after the

completion of each bi-weekly pay period and may not be used in the pay period earned.

- d. Part-time employees shall accrue 0.02115 hours of PTSL for each hour worked, including overtime but excluding any types of paid or unpaid leave, and 0.046155 hours for each hour of paid time off where the employee is not working. Part-time employees who have accrued ninety-six (96) hours of combined WPSL and PTSL during the calendar year will stop accruing PTSL for the remainder of the calendar year.

C. Permissible Use of Paid Sick Leave:

1. Washington Paid Sick Leave (WPSL) may be used for the following authorized purposes:

- a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- b. An absence to allow an employee to provide care for a "family member" with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care. Solely for purposes of Article 18.C.1.b, "family member" shall mean a spouse, registered domestic partner, child¹, parent², grandchild, grandparent, and sibling.
- c. When the Employer has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
- d. Any absence that qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76.
- e. Bereavement leave as defined per Article 19 – Bereavement Leave.

2. Pierce Transit Sick Leave (PTSL) may be used for the following purposes:

¹ Child of the employee to include biological, adopted, foster, or step child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

² Parent of the employee or the employee's spouse or the employee's registered partner to include a biological, adoptive, de facto, foster, or step parent or a legal guardian or a person who stood in loco parentis when the employee was a minor child.

- a. Injury or illness of employees to the extent it constitutes a hazard to the safety or health of themselves or other employees.
- b. Medical or dental care for the employee.
- c. Quarantine of employee by a medical provider or health official due to exposure to contagious disease.
- d. On-the-job injuries during the first three (3) days if not eligible for Worker's Compensation.
- e. Serious injury or illness to immediate family members to whom the employee is providing care. Solely for purposes of Article 18.C.2.e, "immediate family member" shall mean a spouse or registered domestic partner, a biological, adopted, foster or step-child under eighteen (18) years of age or a child or any age who is incapable of self-care because of a mental or physical disability, a biological, adoptive, foster or step-parent, a parent-in-law, a grandparent, or a grandparent-in-law.
- f. Bereavement leave as defined per Article 19 – Bereavement Leave.
- g. Serious injury or illness to those relatives dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a physician subject to the requirements of subsection 18.E.7. hereinafter set forth.
- h. Pre-induction physical for service in the U.S. Armed Forces.
- i. Illness or disability due to pregnancy or conditions related thereto.
- j. Any qualifying use of accrued sick leave under statutory regulations, such as Family Medical Leave Act (FMLA), Military Family Leave Act (MFLA), Family Care Act (FCA), Domestic Violence Leave, Pregnancy Disability, etc.

D. Requirements for Washington Paid Sick Leave (WPSL):

All requirements relating to WPSL to include employee notification requirements for foreseeable and unforeseeable absences, medical verifications for absences exceeding three (3) consecutive days are as described in the Employer's policies.

E. Requirements for Pierce Transit Sick Leave (PTSL):

- 1. Notice and Verification.
 - a. Employees should provide at least twenty-four (24) hours' notice to his/her supervisor of the need to miss work to attend pre-scheduled medical or dental appointments. Appointments so scheduled and

requiring four (4) hours or less of absence will not count as a "sick leave occurrence" for disciplinary purposes. Written medical verification upon the approved form must be submitted to qualify for this exemption.

- b. Employees relieved from work in response to a family medical emergency of four (4) hours or less will not be charged with a sick leave occurrence. Family members shall be as defined in this Article 18.C.2.e. Written medical verification upon the approved form must be submitted to qualify for this exemption. Employees are limited to three (3) exemptions for such emergencies per calendar year.
2. PTSL shall be charged as actual time used.
3. If unable to report for duty, employees must notify the supervisor no later than one (1) hour prior to the beginning of the assigned shift and provide a reason for the absence. Failure to call in at least one (1) hour prior to the scheduled report time constitutes a "late report."
4. Employees must keep their supervisor informed of their condition if an absence exceeds four (4) working days in duration.
5. For each absence an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending physician is required if an absence caused by illness or injury to the employee extends beyond three (3) working days, or for each absence, if requested by the supervisor.
6. Employee must permit home visits or medical examinations at the expense and convenience of the Employer. A Union representative shall be permitted to accompany the Employer on such home visits.
7. PTSL shall be granted to an employee for a health condition suffered by a child under eighteen (18) years of age which requires treatment or supervision. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required, if requested by the supervisor.

Upon approval by the supervisor, a maximum of five (5) days of PTSL may be granted for a serious illness or injury suffered by a relative (other than a child under 18 years of age) who is dependent upon the employee. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required, if

requested by the supervisor.

8. Employees who have served in higher or lower positions on temporary appointments shall be paid for PTSL at the basic rate of pay appropriate to the classification, exclusive of premium or special pay, in which they worked the majority of the time in the six (6) month period immediately prior to the effective date of the PTSL taken.
9. Employees separating employment with the Employer prior to the completion of the probationary period shall not be compensated for any accrued PTSL.

F. Enforcement of Sick Leave Provisions (applicable to both WPSL and PTSL):

1. Misrepresentation of any material facts in connection with the usage of sick leave (WPSL and/or PTSL) by any employee shall constitute grounds for suspension or discharge.
2. Sick leave (WPSL and/or PTSL) pay shall be withheld in the event of unauthorized use.

G. Cash-Out of Sick Leave Accruals at Separation (applicable to both WPSL and PTSL):

After completion of the probationary period, employees separating employment from the Employer shall be compensated for accrued sick leave as follows:

1. An employee separated from the Employer due to death or retirement for disability or length of service from the pension system shall be compensated to the extent of fifty percent (50%) of sick leave accruals, including both WPSL and PTSL, up to a maximum accrual of nine hundred sixty (960) hours. All accrued WPSL will be compensated first, followed by accrued PTSL, for a combined cash-out total of nine hundred sixty (960) hour maximum.
For example, an employee who separates with forty (40) hours of WPSL and two thousand two hundred (2,200) hours of PTSL will be compensated for forty (40) hours of WPSL and nine hundred twenty (920) hours of PTSL, for a combined total of nine hundred sixty (960) hours cashed out. All WPSL will be cashed out at the employee's "normal hourly compensation", as that phrase is defined by Washington law. All PTSL will be cashed out at the employee's base rate of pay (without premiums or specialty pays).
2. A regular employee separated in good standing from the Employer for any

reason other than death or retirement shall be compensated at twenty percent (20%) of sick leave accruals, including both WPSL and PTSL, up to a maximum accrual of nine hundred sixty (960) hours. All accrued WPSL will be compensated first, followed by accrued PTSL, for a combined cash out total of up to the nine hundred sixty (960) hour maximum. All WPSL will be cashed out at the employee's "normal hourly compensation", as that phrase is defined by Washington law. All PTSL will be cashed out at the employee's base rate of pay (without premiums or specialty pays).

H. Reinstatement of Sick Leave Upon Rehire:

1. An employee separated from the Employer due to layoff may, if reinstated within a two (2) year period, have sick leave (both WPSL and PTSL) accruals restored upon repayment to the Employer of the twenty percent (20%) payment as herein provided.
2. An employee who is rehired by the Employer within twelve (12) months of separation may have WPSL restoration rights, as required by Washington law and described in the Employer's Sick Leave policy.

I. Leave of Absence Without Pay:

Upon application by a regular employee, a leave of absence without pay may be granted by the Public Safety Chief, or designee, for the entire period of disability because of sickness or injury. The application will include medical documentation supporting the need for the leave and the date the employee will be or is expected to be able to return to work. Any request for an extension of the leave of absence beyond the original return to work date must be substantiated by specific information from the attending physician or from a designated physician as to the underlying facts and circumstances that prevent the employee from returning to duty. In event of a failure or refusal to supply such a document or if the document does not clearly show sufficient disability to preclude an employee from the performance of his/her duties, the Public Safety Chief, with the concurrence of the Executive Director of Administration, or designee, may cancel such leave of absence and require the employee to report for duty on a specified date. In the event the employee is unable to return to work and perform the regular duties of his/her classification, with or without a reasonable accommodation, the Employer may proceed with a no-fault medical separation from employment.

ARTICLE 19 - BEREAVEMENT LEAVE

- A. All regular and probationary employees are eligible to take bereavement leave for the death or funeral of a spouse or domestic partner, parent, step-parent, parent-in-law, foster parent, brother, brother-in-law, sister, sister-in-law, child, step child, foster child, grandparent, grandchild, son-in-law, daughter-in-law, aunt or uncle of the employee. Pay is subject to the requirements of subsection B of this Article.
- B. Upon approval by the supervisor, a maximum of five (5) days sick leave may be granted for the death of an individual in a category of relationship set forth in Subsection A of this Article.
- C. **Enforcement of Bereavement Leave Provisions:**
 - 1. Misrepresentation of any material facts in connection with the usage of leave for bereavement purposes by any employee shall constitute grounds for suspension or discharge.
 - 2. Paid leave pay shall be withheld in the event of unauthorized use.

ARTICLE 20 – WASHINGTON PAID FAMILY MEDICAL LEAVE

RCW 50A.04 provides a new Paid Family Medical Leave (PFML) benefit to workers in Washington state starting in January 2020. To fund this new benefit, effective January 1, 2019, 0.2533% of the employee's wage earnings will be deducted via a payroll tax. Pierce Transit will contribute the amount which employers are required to contribute towards the employee medical leave portion of the premiums, which is 0.1467% of the employee's wage earnings for 2019 and 2020. A maximum limit on the amount of employee wages subject to taxation will be set by the commissioner annually.

Starting in 2021, the tax rate may be adjusted as authorized by RCW 50A.04.115. The parties agree that Pierce Transit will collect the employees' portion of premiums and surcharges and remit them to the state as required by statute, and the employees agree to allow such deductions.

The state legislature has charged the Employment Security Department (ESD) with the responsibility to develop regulations, implement and administer this new benefit. ESD is in the process of developing regulations and administrative rules relating to this PFML program.

During the term of this Agreement, this Agreement may be reopened for the purpose of bargaining changes in the Agreement as necessitated by the implementation of this PFML program or to bargain impacts from the implementation of the PFML program. The reopener will be limited to Articles of this Agreement in which changes are required or where there may be impacts from the PFML program. Examples include, but are not limited to, Sick Leave, Vacation Leave, Bereavement Leave, Insurance and Other Benefits, etc. If either party desires to reopen this Agreement, it will provide at least thirty (30) days' written notice to the other party.

ARTICLE 21 - JURY DUTY AND COURT APPEARANCES

A Jury Duty: Employees who lose time from an assigned schedule of work because of jury duty service shall be paid for such time lost at their basic hourly rate; jury duty fees shall be offset against such pay. As soon as practicable, employees shall furnish the Employer a written statement from the court, on a form approved by the Employer, showing the days of jury duty and the amount of jury duty pay they were eligible to receive for each day.

1. Employees with shifts ending prior to 5:00 p.m. will be required to report to work when three (3) or more hours of the regularly scheduled shift remain after release by the court.
2. Employees with shifts beginning after 2:00 p.m. who are required to be present at court for four (4) or more hours will be excused from duty on that day and will be paid as provided in Section A. above.

B. Court Appearance:

1. An employee required to testify in court or before an administrative agency during off duty hours for matters directly arising out of his/her duties on behalf of the Employer shall be paid a minimum of two (2) hours at the basic hourly rate. Where such attendance is an extension of the end of the regularly scheduled shift this minimum shall not apply. Court minimum shall be paid unless the court appearance cancellation information is available to the employee by 5:00 p.m. the day before a required appearance.
2. Telephonic Testimony: Subject to the provisions in B.1 of this Article, an employee shall be paid a minimum of one (1) hour at his/her basic hourly rate of pay when allowed to provide testimony via telephone in lieu of a live

courtroom appearance.

- C. Employees shall not be eligible for paid court appearances when:**
1. Subpoenaed to serve as a witness or called to make a deposition in a case in which Pierce Transit is a defendant if the employee is a plaintiff in the case.
 2. Service is not directly related to the business of the agency.

ARTICLE 22 - OTHER STANDARD WORKING CONDITIONS

- A. Bus Passes:** All current and retired employees of the Employer and one family member are eligible for transit passes from the Employer. ORCA cards are issued for the exclusive use of active employees.
- B. Payday:** Payday shall be every other Friday.
- C. Safety Standards:** The Employer and the Union mutually agree that there shall be compliance with legally binding safety standards as outlined in applicable federal and state regulations, and any other Pierce Transit Safety Policies.
- D. Retirement System Coverage:** Bargaining unit employees shall be members of the Public Employees Retirement System (PERS) except that individuals previously employed by the City of Tacoma will be reenrolled in the City's retirement plan.
- E. Mileage:** Bargaining unit employees required to use their own private vehicles on the job shall be reimbursed at the prevailing IRS rate.

ARTICLE 23 -WORKING CONDITIONS

- A. Workweek:** Forty (40) hours will constitute a workweek. This period will normally consist of five (5) eight (8) hour days with two (2) consecutive days off. The Employer reserves the right to adopt a workweek consisting of four (4) ten (10) hour days (4/10's) with three (3) consecutive days off. If a 4/10 schedule is implemented, provisions of this Agreement relative to eight (8) hour days shall be converted to a ten (10) hour application. Note: For those employees on a 4/10 schedule, reference Article 16 – Holidays, Subsections H and I.; Article 17 – Vacation, Subsection C.4.; and Article 18 – Sick Leave, Subsections D and E.2 for how to make appropriate adjustments when holidays or leave fall, or are taken within the workweek.
- B. Assignment of Overtime:** The most cost-effective, productive solutions will be

considered in assigning overtime.

1. Overtime with seventy-two (72) or more hours of advanced notice will be assigned to the most senior employee who volunteers so long as it occurs within a reasonable time period. On the overtime posting, management will provide employees with a reasonable period by which to volunteer for the overtime assignment and will specify a date and time by which the overtime assignment will be made.

Overtime with less than seventy-two (72) hours of advanced notice will be assigned on a first come, first served basis.

Employees working voluntary overtime must maintain a minimum of eight (8) hours between one work day to the next work day.

2. The Employer may mandate overtime if employees do not volunteer. Assignments will be made in reverse order of seniority.
3. In situations that the Employer deems emergent, such as weather-related conditions, accidents, or security incidents, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue.

C. Minimum Time Credit: Employees shall receive a minimum of two (2) hours work each time they are required to report for work, except when attending committee or administrative meetings on a voluntary basis. In these instances, the minimum shall be one (1) hour.

D. Call Back: A minimum of two (2) hours shall be paid for reason of call back when required to report for work in excess of the employee's established workday or workweek.

E. Training Pay:

1. Employees assigned to train new Public Safety Officers shall be paid an additional two dollars (\$2.00) per hour when working in such an assignment; time shall be paid to the nearest quarter hour.
2. When directed by the Employer to conduct a training event, employees certified and/or credentialed to provide such instruction shall be paid an additional one dollar (\$1.00) per hour; time shall be paid to the nearest quarter hour.

F. Acting Pay: Employees temporarily assigned by the Chief to assume the full scope of

duties of a non-represented position for a term that exceeds 15 calendar days will receive a higher rate of pay for the duration of the assignment. The employee will be placed on the step of the appropriate salary grade that most closely approximates a 5% increase over base wage excluding overtime and all other premium pays.

G. Work Assignments:

1. Shift bidding for regular employees shall occur twice a year as follows:
 - a. The new schedule shall be posted at least five (5) working days prior to signing.
 - b. Employees may only sign an assignment for which they are qualified to work.
 - c. In order of classification seniority, employees will select an assignment.
 - d. To provide some relief for employees working the night shift, with management approval, a voluntary shift trade is allowed between a night shift employee with either a day shift or swing shift employee so long as the voluntary shift trade does not incur overtime for either employee. The voluntary shift trade shall be for a consecutive period not to exceed two (2) months and shall be limited to no more than one (1) voluntary shift trade per bid cycle. Voluntary shift trades between day shift and swing shift employees are not allowed.
 - e. Due to staffing requirements certain positions have to remain filled. In the event that one or more employees leave, assignments will be eliminated in the following order as referenced in Appendix B: Assignment 15 would be eliminated first followed by assignment 12, then assignment 3, then assignment 9, and then assignment 6. Any vacancies beyond that will be conducted through management discretion.
2. Probationary employees will not participate in the bidding process and will be required to rotate their shift assignments per departmental needs and/or training objectives. Once the new employee has passed probation, he/she will be placed into a shift slot available from the most recent shift bidding process.
3. The Employer reserves the right to assign employees and/or modify work schedules to meet the reasonable operating requirements of the department.

H. Shift Differential Pay: Employees are eligible for shift differential pay of one dollar fifty cents (\$1.50) per hour when working graveyard shift (which will be designated on the shift bidding sheet). Employees with shifts beginning prior to the start of the

graveyard shift will not be eligible for any differential pay. Employees working a 4/10 schedule in the provision of the Sound Transit service will be eligible for shift differential pay of one dollar and fifty cents (\$1.50) per hour worked when such assignment begins on or after the start time for the graveyard shift. Shift differential shall be paid to eligible employees for all hours worked including overtime; however, the differential pay shall not be changed by any overtime multiplier. If an employee requests a temporary change in working hours, a change in shift differential shall not apply. Such schedule changes are granted at the discretion of management.

- I. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003, the Employer and Union agree to meal periods that vary from and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. Employees working a straight shift of up to ten (10) hours are permitted to eat intermittently during their shift as duty requirements allow. The work schedule will not require an unpaid meal break as part of the assigned shift; such employees are not entitled to relief from duty while they eat.
- J. **Work Apparel and Equipment:** The Employer shall supply employees with uniforms and/or personal protective equipment on the basis of need. Only items authorized and issued by the Employer may be used while on duty. If the nature of the assignment shortens the expected useful life, replacements shall be issued more frequently on a case-by-case basis. Employer supplied clothing, equipment and materials shall remain the property of the agency; upon separation of employment an employee shall return all such items unless otherwise approved by the Public Safety Chief.
- K. **Footwear:** The Employer will reimburse each employee via receipt and reimbursement for the purchase of appropriate, approved footwear to a maximum of two hundred dollars (\$200) every two (2) years.
- L. **Notification Requirements:** Employees are required to report all arrests, criminal citations, and any court-imposed sanctions or conditions that may affect their fitness for duty to the supervisor or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.
- M. **Drug and Alcohol Testing:** The Employer is committed to promoting high standards of employee health, safety and conduct. In order to insure the integrity of

the department and preserve public trust and confidence, employees may be screened or tested to determine the presence of alcohol and/or controlled substances. This shall include random testing, as well as reasonable suspicion testing. The Employer will follow the applicable policies and procedures established in the Pierce Transit Drug and Alcohol Policy and Procedure Manual in administering this program.

N. Direct Deposit: Each employee shall:

1. Designate an account that can accept direct deposits from the Employer and into which the Employer shall deposit wages and other moneys according to the established pay schedule and distributed on pay day; and
2. Provide the Employer an address to which the Employer or its agent may mail checks when necessary. The Employer will provide a Direct Deposit Advice to each employee confirming direct deposits to their account.

ARTICLE 24- SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions thereof shall remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidations to a form acceptable to both parties.

ARTICLE 25 - ENTIRE AGREEMENT

- A. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the

right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's direction and control.

- C. **Re-Opener for Implementation of Public Safety Consultant Recommendations:** A Public Safety consultant has been engaged by the Agency to conduct a review of the Agency's public safety operation model and provide recommendations to improve safety and security of our transit system. During the term of this Agreement, this Agreement may be reopened for the purpose of bargaining changes or impacts of changes to the Agency's operations related to the public safety consultant's recommendations. If either party desires to reopen this Agreement, it will provide at least thirty (30) days' written notice to the other party.

ARTICLE 26 - DURATION

Term of Agreement: This Agreement shall remain in full force and effect from May 1, 2018 through December 31, 2021 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin at least ninety (90) days, and in no event later than sixty (60) days, prior to the termination of this Agreement.

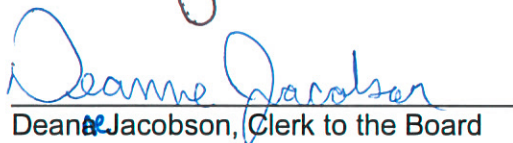
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE
PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA AUTHORITY CORPORATION
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO, DISTRICT LODGE 160, LOCAL LODGE 297

Signed this 2nd day of August, 2018.

FOR THE PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
AUTHORITY CORPORATION:


Nancy E. Henderson
Board of Commissioners, Chairperson


Sue Dreier, Chief Executive Officer


Deanne Jacobson, Clerk to the Board

FOR THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS:


Bobby Joe Murray, Business Agent

APPENDIX A – WAGE SCHEDULE

Job Class: Public Safety Officer

Job Code: 1359

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
5/1/2018	\$19.82	\$20.80	\$21.84	\$22.93	\$24.09	\$25.28
1/1/2019	\$20.32	\$21.32	\$22.39	\$23.50	\$24.69	\$25.91
1/1/2020	\$20.83	\$21.85	\$22.95	\$24.09	\$25.31	\$26.56
1/1/2021	\$21.35	\$22.40	\$23.52	\$24.69	\$25.94	\$27.22

APPENDIX B – SHIFT BIDDING / SCHEDULE



APPENDIX B - SHIFT BIDDING / SCHEDULE

DAYS (0600-1600)		MO	TU	WE	TH	FR	SA	SU
EMPLOYEE	UNIT	17	18	19	20	21	22	23
PSO #1						X	X	X
PSO #2						X	X	X
PSO #3						X	X	X
PSO #4		X	X	X				
PSO #5		X	X	X				
PSO #6		X	X	X				
DAY STAFFING TOTAL		3	3	3	6	3	3	3
SWINGS (1400-2400)		MO	TU	WE	TH	FR	SA	SU
EMPLOYEE	UNIT	17	18	19	20	21	22	23
PSO #7						X	X	X
PSO #8						X	X	X
PSO #9						X	X	X
PSO #10		X	X	X				
PSO #11		X	X	X				
PSO #12		X	X	X				
SWING STAFFING TOTALS		3	3	3	6	3	3	3
GRAVES (2100-0700)		MO	TU	WE	TH	FR	SA	SU
EMPLOYEE	UNIT	17	18	19	20	21	22	23
PSO #13		X	X	X				
PSO #14						X	X	X
PSO #15		X	X					X
GRAVES STAFFING TOTALS		1	1	2	3	2	2	1
ALL STAFFING TOTAL		7	7	8	15	8	8	7

The shift bid would be conducted by having the most senior office sign for his/her choice of assignment. The rest of the group would do the same by order of seniority.

In the event there are PSO vacancies, assignments will be eliminated in the following order: (1) PSO Assignment #15 would be eliminated first, followed by (2) PSO Assignment #12, followed by (3) PSO Assignment #3, followed by (4) PSO Assignment #9, followed by (5) PSO Assignment #6.