



**COLLECTIVE BARGAINING AGREEMENT**  
by and between  
**PIERCE COUNTY**  
**PUBLIC TRANSPORTATION**  
**BENEFIT AREA AUTHORITY**  
**CORPORATION**  
and  
**AMALGAMATED TRANSIT UNION**  
**LOCAL 758**  
**AFL-CIO**

**July 1, 2017 – December 31, 2020**



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**By and between**  
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**PUBLIC TRANSPORTATION BENEFIT**  
**AREA CORPORATION and**  
**AMALGAMATED TRANSIT UNION,**  
**LOCAL 758, AFL-CIO**

This AGREEMENT is between the PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (hereinafter called the Employer) or any successors or assignees thereof, and AMALGAMATED TRANSIT UNION, LOCAL 758, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other working conditions of employment of those employees for whom the Employer has recognized the Union as 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 Chapter 41.56 RCW as last amended of all employees employed within the bargaining unit defined by the classifications listed in Appendices A, B, C, D, E and F to this Agreement. The Employer will notify the Union of newly created job classifications during the term of this agreement. 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 pursuant to 41.56 RCW. If the job classification is to be included in the bargaining unit, the Employer will negotiate the wage rate and changes of working conditions.

**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) 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 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 Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union. 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) days' notification of the Union's intent to initiate discharge action. During this period the employee may make restitution in the amount that is overdue.
- 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. 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 is recognized as a service to the Union by the Employer.
- E. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, a contribution to the Committee on Political Education (COPE). The amount deducted shall be transmitted monthly to the COPE, 5025 Wisconsin Avenue, NW, Washington, DC 20016. Authorization by the employee shall be on a standard form subject to an approval by the Employer, and may be revoked by the employee upon request. The performance of this function by the Employer is recognized as a service to the Union.
- F. 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.
- G. 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.
- H. The Union shall indemnify and save the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### **ARTICLE 4 - UNION ACTIVITIES**

- A. **Visitation and Conduct of Union Business:** Authorized representatives of the Union may, after notifying the head of the department or delegate, 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 hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

- B. **Union Representatives:** The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to resolve grievances and/or to serve as shop stewards.
- C. **Nondiscrimination:** A member of the Union acting in any official capacity whatsoever shall not be discriminated against for lawful acts as such officer of the Union.
- D. **Union Bulletin Boards:** The Employer shall provide at least one (1) but no more than three (3) Union bulletin board in each of the following locations: Maintenance facility, Operations lobby, Building Four 2<sup>nd</sup> Floor Cafeteria, Building Five, and other such locations as agreed to by the parties. Postings by the Union and its members shall be confined to such boards and shall be limited to the official business of the Union.
- E. **Leave for Business Representative(s):** The Executive Director of Employee Services will approve granting of leave without pay and without loss of continued accrual of seniority for any employee who is a member of the Union in good standing and who the Union may desire to have act as its Business Representative or other Union official locally engaged in the business of the Union. For pension continuation purposes only, such a leave may be designated as paid leave when agreement is made in cases where the Employer is reimbursed monthly by the Union for salary, retirement contributions, and any other related costs incurred by the Employer.
- F. **Union Leave of Absence:** Time off with pay to attend the following meetings, will be granted to authorized representatives of the Union.
1. When attending Union/Employer meetings when such meetings are called at the request of the Employer or its duly authorized representative.
  2. In the case of salary, fringe benefit and working condition negotiations when such negotiations are carried on with the Employer; and when these salaries, fringe benefits and working conditions are discussed by the Pierce County Public Transportation Benefit Area Corporation Board of Commissioners at its public hearings on the annual budget.
  3. Twenty-four (24) hours' notice will be given by the Union before leave for such Union business is taken, unless waived by the Employer.
  4. Such meetings as referred to in paragraphs 1. and 2. shall not exceed one hundred sixty (160) hours in any one calendar year.
  5. For pension calculation purposes only, up to an additional three thousand (3,000) hours may be designated as paid leave when agreement is made in cases where the Employer is reimbursed annually by the Union for such hours.
  6. The amount of reimbursement shall be based on the average rate of pay as of January 1 of each year for the Union Vice President, Financial Secretary/Treasurer, and Recording Secretary, plus the Employer's portion of applicable payroll taxes, pension and deferred compensation.
    - a. No later than December 1 of each year, the Union shall provide written notice to the Human Resources department designating the number of reimbursable hours for pension continuation purposes, not to exceed one thousand five hundred (1,500) hours. If notice is not received by December 1, the union will not have the opportunity to use pensionable leave hours until July 1.
    - b. Upon receipt of an invoice from the Employer, the Union shall remit payment no later than February 15 of each calendar year.
    - c. In July of each year, the Union shall have a one-time, irrevocable election to designate

additional reimbursable hours for pension continuation purposes, not to exceed the annual limit of three thousand (3,000) hours. The election shall be provided to the Employer in writing by July 1.

- d. Upon receipt of an invoice from the Employer for these additional hours, the Union shall remit payment no later than August 15 of each calendar year. The Union will not receive a pro-rated refund at the end of the year if the actual hours used are less than the amount indicated in the election notice.
- e. If the Employer does not receive a written election by July 1, then no additional hours shall be allocated for pension continuation purposes for the remainder of that calendar year.

7. These hours will not be considered as hours worked for the purposes of calculating overtime.

- G. **Union Business Relief:** An employee relieved from work for Union business shall not be penalized more than the time lost at the straight time rate.
- H. **Union Officials Leave of Absence:** The Vice President, Financial Secretary/Treasurer, and Recording Secretary will be granted, with twenty-four (24) hours' notice, time off work to conduct the business of the Union relating to this Agreement.

## **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 such disciplinary action as may be determined by the Employer.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- A. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- B. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the right to:
  - (1) Direct employees;
  - (2) Hire, promote, transfer, assign and retain employees;
  - (3) Suspend, demote, discharge or take other legitimate disciplinary action against employees;
  - (4) Relieve employees from duty because of lack of work or other legitimate reasons;
  - (5) Maintain the efficiency of the operation entrusted to the Employer;
  - (6) Determine the methods, means and personnel by which such operations are to be conducted; and
  - (7) Take any actions necessary in condition of emergency, regardless of prior commitments, to carry out the mission of the Employer.

## **ARTICLE 7 - 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. **Purpose:** 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. **Definition:** 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. **Grievance Procedures – Contract Interpretation:** Steps in the grievance procedure for disputes involving contract interpretations:
  - STEP 1:** The Union representative shall present the grievance to the appropriate division Executive Director, Senior Manager or designee within ten (10) business days of knowledge of the act or event being grieved, and they shall have ten (10) business days after receipt of the grievance within which to meet and resolve the issue. Note: The Union should contact the Labor Relations Officer (LRO) if there is a question as to who the appropriate designee would be to address the contractual concern at Step 1.
  - 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 Employee Services or designee within twenty-five (25) business days of knowledge of the act or event being grieved. 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 will be identified by the Employer and referred back to the Union for written clarification. Time limits as they apply to this step will be suspended for up to five (5) business days to allow for union response.
  - STEP 3:** The Executive Director of Employee Services 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 Employee Services or designee in writing by 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. **Grievance Procedures – Disciplinary Action:** 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 or designee believes the grievance has merit, the grievance shall be reduced to writing and presented to the Executive Director of Employee Services or designee specifying 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 will be identified by the Employer and referred back to the Union for written clarification. Time limits as they apply to this step will be suspended for up to five (5) business days to allow for union response. The grievance shall be presented within ten (10) business days after receipt by the Union Business Representative 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.C. Thereafter, the Union Business Representative or designee and the employee will meet with a committee chaired by the Executive Director of Employee Services 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 Employee Services or designee in writing by registered or certified mail of notice of appeal to arbitration within thirty (30) business days after receipt by the Union of the committee's decision. This provision shall not apply to grievances related to written reminders.

**STEP 3:** If a grievance involving a written reminder remains unresolved at Step 1 of this process, the grievance may be appealed to the Grievance Resolution Panel ("the Panel") by so notifying the Executive Director of Employee Services or designee in writing within thirty (30) business days after receipt by the Union of the committee's decision. Thereafter, the Panel will review all such cases at a regularly scheduled meeting.

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. 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 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. 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. Each party shall bear the cost of preparing its own case, including attorney's fees and expenses, regardless of the outcome.
10. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.
11. No issue whatsoever shall be arbitrated or subject to arbitration 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. **Expedited Arbitration Procedure:** The Union and the Employer shall, upon mutual agreement, invoke the expedited arbitration procedures per the Federal Mediation and Conciliation Service (FMCS).



- G. **Time Limits:** Any and all time limits specified in the grievance procedure may be waived in writing by mutual agreement of the parties. Failure by the 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 appointing authority with the approval of the Executive Director of Employee Services 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 Executive Director of Employee Services. The physician will be provided a description of the work to be performed and its physical parameters.
- C. When an employee has been reported by the examining physician to be physically or mentally unfit to perform work in the position in which the employee is employed, the Employer will provide the employee with written notification of such findings by registered or certified mail. The employee shall have up to five (5) working days from date of receipt of this notification to indicate in writing to the Executive Director of Employee Services the employee's intention to submit the question of physical or mental unfitness to a physician of the employee's own choice at the employee's own expense. The same information provided to the initial examining physician relative to the work to be performed and its physical parameters shall also be provided to the employee's physician. Additionally, this physician will be given documentation outlining the Employer's concerns related to fitness for duty. The report of such examination shall be provided to the Executive Director of Employee Services 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. 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. If the Employer demotes or discharges the employee because of such results, the action shall be subject to the grievance procedure in Article 8 of this Agreement.

## **ARTICLE 10 - PROBATIONARY EMPLOYMENT**

- A. New employees, with the exception of Transit Operator Trainees, shall be subject to a probationary period of one thousand forty (1,040) hours of time worked or six (6) months from the employment start date, whichever occurs first, provided that the Employer may extend such probation for a maximum of three (3) additional months. Periods of leave of absence without pay, paid leave and time worked in a transitional duty assignment will not be included in computing the six (6) month probationary period. Paid leave and transitional duty assignment hours will not be considered time worked for the purposes of calculating the 1,040 hours.

- B. For Transit Operator Trainees, at the successful completion of Transit Operator Trainee training and promotion to Relief Transit Operator, the probationary period as defined above in Section A shall begin, and standards set forth by management shall be adhered to.
- C. Probationary employees (including Relief Transit Operators) and Transit Operator Trainees shall not be considered regular employees, and their retention as employees shall be strictly within the discretion of the Employer ("at will"). Such employees shall not have recourse to the grievance procedure with regard to disciplinary actions including discharge. When a probationary employee or Transit Operator Trainee is discharged, the employee may request that a Union representative be present.
- D. An employee who is promoted shall be required to complete a trial period of employment of one thousand forty (1,040) hours of time worked or six (6) months whichever occurs first, during which retention will be at the Employer's discretion. Periods of leave of absence without pay, paid leave and time worked in a transitional duty assignment will not be included in computing the six (6) month trial period. Paid leave and transitional duty assignment hours will not be considered time worked for the purposes of calculating the 1,040 hours. If the employee fails to successfully complete the trial period, the employee shall be permitted to return to the position from which he/she was promoted.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- A. Written reminders, notices of suspension, notices of decision making leave 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 disciplinary documentation. The employee will be asked to sign disciplinary documentation to acknowledge receipt of same. If the employee declines to sign, a witness may sign in the employee's place.
- B. An employee may be suspended without pay, given a decision making leave, demoted or dismissed for cause.
  - 1. The employee or designee shall be given a copy of the notice of disciplinary action, which includes a statement of reasons for the action.
  - 2. The Union may appeal a suspension, decision-making leave or dismissal by filing a written grievance in accordance with the procedures specified in Article 8, Section D.1. of this Agreement.
  - 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 hiring authority should carefully document the reasons for such a decision. Grounds for immediate dismissal shall be:
  - 1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the Employer's premises, or arriving on the job under the influence of intoxicating beverages or drugs.
  - 2. Misuse of drugs.
  - 3. Dishonesty.
  - 4. Mishandling of Employer revenues.
  - 5. Insubordination.
  - 6. Striking or abusing a supervisor, customer or fellow employee.

- D. Disciplinary actions involving written reminders issued as the first step of discipline, suspensions without pay, demotions, decision-making leave or dismissal shall be subject to the grievance procedure of this Agreement.

## **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 seniority frozen and will lose said seniority at the conclusion of one (1) year (to include the probationary period).
    - b. Employees promoted to the position of Service Supervisor, Instructor, Dispatch Coordinator, Specialized Transportation Dispatcher, Communications Coordinator or Special Events Coordinator shall continue to accrue seniority in the position from which they were promoted concurrent with service in the new classification.
    - c. Employees promoted to a Lead position shall continue to accrue seniority in the position from which they were promoted concurrent with service in the new classification.
    - d. An employee who is temporarily appointed to a classification shall not accrue seniority in that classification.
    - e. Employees moving from one bargaining unit classification to another bargaining unit classification will have their seniority frozen in their previous classification with the exception of 2. b and c in this Article, and apprentices.
- B. Employees who were employed by any governmental or private employer whose operations have been acquired by the Employer shall have their seniority based on their date of hire with Pierce Transit for the purpose of establishing agency seniority and classification seniority.
- C. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, seniority shall not be lost because of authorized leaves of absence or lay off.

## **ARTICLE 13 - LAY OFF AND RECALL**

- A. **Lay off:**
1. In the event of a lay off, the Employer shall determine the classifications in which positions are to be reduced. Employees will be laid off in accordance with classification seniority as defined in Article 12.A.2. 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 lay off.
  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 option shall only be exercised once in any lay off.

3. Agency seniority for benefits purposes shall not accrue during lay off. Classification seniority shall continue to accrue for a period not to exceed twenty-four (24) months following the last day of employment.

**B. Recall:**

1. Employees shall be recalled in the reverse order of lay off as provided in Section A. above.
2. Notice of recall shall be mailed to employees at their last known address by registered or certified mail with a copy to the Union. It is the employee's responsibility to keep the Employer informed of his/her current address. If any employee fails to notify Human Resources of his/her intent to accept the recall 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. Prior to reinstatement, employees must be able to perform the essential functions of the job as outlined in the job description. An employee unable to perform the essential functions due to illness or injury will retain his/her position on the recall list. Prior employee performance may not be used to deny reinstatement.
4. Training on technology and equipment introduced during lay off will be provided and the employee will have thirty (30) calendar days after completion of training within which to demonstrate the ability to perform the job as outlined in the job description.
5. Recall rights of any employee shall expire twenty-four (24) months from the date of lay off.

- C. Employer's Authority:** 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, and the duration of lay off.

## **ARTICLE 14 - INSURANCE AND OTHER BENEFITS**

**A. General – Benefit Information:**

1. The Agency will provide medical, dental and vision insurance plan coverage for all eligible employees and their dependents.
2. Employees will have the option of waiving coverage under both the group medical (including vision) and dental insurance plans offered by the Employer if they are covered under another plan. Employees waiving just medical (including vision) coverage will be reimbursed three hundred dollars (\$300) per month, those who waive just dental will be reimbursed fifty dollars (\$50) per month, and those who waive both medical (including vision) and dental will be reimbursed a total of three hundred and fifty dollars (\$350) per month. Employees electing to drop medical or dental insurance will be required to provide evidence of alternative coverage and cannot change this election until the end of the plan year during the annual open enrollment period. The AWC Benefit Trust requires a minimum participation rate of seventy five percent (75%) of all eligible employees in the bargaining unit, which allows for up to twenty five percent (25%) to opt-out. Once the 25% opt-out threshold is reached, the out-out program will be closed, and future opt-out slots that become available will be

offered on a first come, first-served basis on a list maintained by the Employer and shared with the Union.

3. An employee may elect to cover his/her domestic partner on the Employer's group medical and/or dental plan under the same terms and conditions as those applied to a legal spouse. The insurance plan provider will determine the verification documentation required for domestic partnership, spouse and dependent enrollment.
4. The Employer will not change the existing medical, vision and dental insurance policies during the term of this Agreement unless by mutual agreement of the Employer and the Union. If an increase in total plan premium exceeds ten percent (10%) in any benefit year, the Employer and the Union agree to discuss selecting a less costly plan. If the parties are unable to agree on a plan for which the increase in the total plan premium does not exceed ten percent (10%), any increase over ten percent (10%) will be split equally between the Employer and each employee.

In addition, the Union and the Employer will annually jointly review the medical, dental and vision insurance policies and will work together to develop methods by which to (a) control the increasing costs of health care insurance; and (b) to make any necessary plan or design changes in order to avoid imposition of the excise tax (or "Cadillac Tax") under the Affordable Care Act. Provided however:

The parties agree neither the Employer, the Union, nor bargaining unit employees should be subject to any penalties, taxes, or liabilities associated with the Cadillac Tax. The Cadillac Tax is currently scheduled to take effect on January 1, 2020 or on a later date set by the federal government. If the current insurance plans are projected to incur the Cadillac Tax, the Employer agrees to notify the Union at least five (5) months prior to the effective date of the Cadillac Tax. The Employer and Union will promptly meet solely for the purposes of negotiating medical insurance coverage and/or implementing revised cost-sharing to avoid the Cadillac Tax. In the event the parties cannot reach an agreement, they agree to statutory interest arbitration, to be held at least three (3) months before the effective date of the Cadillac Tax. The arbitrator's duty shall be limited to awarding medical insurance benefits below the limits of the Cadillac Tax.

5. Medical, dental and vision plan design is outlined per the AWC Benefit Trust and agreed to between the parties.
6. Employees will be offered the option of participating in a flexible spending account.

**B. Medical, Dental & Vision Insurance:**

1. The employer will pay the actual premium cost for medical, dental and vision insurance coverage for each participating employee, subject to an employee monthly premium cost share on a tiered rate basis, based on the employee's medical plan and coverage selection according to the following:
  - a. For January 1, 2018 through December 31, 2018 of the contract, the employee monthly premium cost sharing for medical, dental and vision coverage shall be:

• Kaiser (Group Health) HMO, \$20 Copay/\$200 Deductible Plan	0%
• Regence, HealthFirst 250 Plan	7%
• Vision Service Plan (VSP), \$0 Copay Plan	0%
• Delta Dental of Washington, Plan E	8%
• Willamette Dental, \$15 Copay Plan	8%

- b. For January 1, 2019 through December 31, 2019 of the contract, the employee monthly premium cost sharing for medical, dental and vision coverage shall be:
  - Kaiser (Group Health) HMO, \$20 Copay/\$200 Deductible Plan 2%
  - Regence, HealthFirst 250 Plan 8%
  - Vision Service Plan (VSP), \$0 Copay Plan 0%
  - Delta Dental of Washington, Plan E 9%
  - Willamette Dental, \$15 Copay Plan 9%
- c. For January 1, 2020 through December 31, 2020 of the contract, the employee monthly premium cost sharing for medical, dental and vision coverage shall be:
  - Kaiser (Group Health) HMO, \$20 Copay/\$200 Deductible Plan 5%
  - Regence, HealthFirst 250 Plan 9%
  - Vision Service Plan (VSP), \$0 Copay Plan 0%
  - Dental of Washington, Plan E 10%
  - Willamette Dental, \$15 Copay Plan 10%

2. All premium cost sharing will be based on actual AWC rates.

**C. 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 monthly premium per one thousand dollars (\$1,000) of coverage 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 dollar (\$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.

**D. Assault Insurance:** The Employer shall pay a principal sum of fifty thousand dollars (\$50,000) to an eligible employee who is feloniously assaulted 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 would be in addition to benefits to which the employee would be entitled under the workers compensation laws of the state. For employees claiming dismemberment or a permanent total disability, eligibility for the assault benefit will be dependent upon the Washington State Department of Labor and Industries impairment and disability rating.

**E. 457 Deferred Compensation:** The employer shall pay on a dollar-for-dollar matching basis a percentage of wages into a deferred compensation savings program. The match applies to employees who have completed probation, except Relief Transit Operators who shall be eligible to participate after six (6) months of employment. The match shall be based on years of agency service. Employees participating in the program will receive an annual match according to the following schedule:

Employees with:	Shall receive up to:
Less than 10 years of service	4.25% of wages matching contribution per calendar year
10 – 14 years of service	5.25% of wages matching contribution per calendar year
15 or more years of service	6.0% of wages matching contribution per calendar year

- F. **Long-Term Disability:** All represented employees will participate in a 100% employer paid long-term disability insurance program. The Union and the Employer will periodically jointly review the costs of this insurance and work together to ensure a plan is offered that provides a comprehensive disability benefit at the lowest cost available. The long-term disability plan shall have no more than a ninety (90) day waiting/elimination period and provide a minimum benefit of sixty percent (60%) 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.

## **ARTICLE 15 - WAGES AND OVERTIME COMPENSATION**

### **A. Wages:**

1. Employees covered by this Agreement on the day the Board of Commissioners adopts the Collective Bargaining Agreement shall receive wages in accordance with the wage schedules specified in Appendices A, B, C, D, E and F of this Agreement. The wage schedule shall reflect an adjustment to base wages as follows:
 

July 1, 2017 – December 31, 2017:	1.25%
January 1, 2018 – December 31, 2018:	2.25%
January 1, 2019 – December 31, 2019:	2.60%
January 1, 2020 – December 31, 2020:	2.85%
2. Employees hired after the ratification date of this agreement will begin at the first step in their assigned wage ranges and will move to the next step at the end of the probationary period. Subsequent wage step increases will be on an annual basis. If a hiring authority 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 Employee Services or designee at least ten (10) calendar days prior to the effective date of the scheduled salary increase. The scheduled salary increase shall then be suspended until such time as the hiring authority determines that the employee's performance has returned to a satisfactory level.
3. For the duration of the probationary period after appointment to a position, periods of leaves of absence without pay (except for military reserves or Armed Forces pre-induction purposes), paid leave or time worked in light or transitional duty shall not be included in computing time for an employee's scheduled increase for employees hired after the ratification date of this agreement. Leaves of absence without pay in excess of fifteen (15) calendar days, except for military leave, will not be included in computing time for an employee's scheduled annual increase.

4. Changes to wage scales shall occur on the date specified in the appendices attached to this Agreement and made a part thereof. Step increases will occur on the effective date specified in the employee's record subject to the parameters of A.2 of this Article.
5. An employee may be paid at a rate above the first step if there is a shortage of qualified applicants.
6. Employees with off-the-job injuries or illnesses, who are performing light or transitional duty assignments, shall be paid the hourly rate for Step 1 of the Clerical Assistant classification (Appendix E), or their own hourly rate, whichever is less, for all such work.
7. **Apprenticeship:** In the event the Employer elects to implement an apprenticeship program, the following shall apply:

**Apprenticeship Wages:**

- a. Year 1: If the employee is a current employee, he/she shall receive the current basic wage rate, exclusive of special or premium pay, or eighty percent (80%) of the first step of the assigned wage range for the journey-level position for which he/she is an apprentice, whichever is higher. If the apprentice was not an employee prior to selection as an apprentice, he/she shall be paid at the rate of eighty percent (80%) of the first step of the assigned wage range for the journey-level position for which he/she is an apprentice.
  - b. Year 2: The apprentice shall receive eighty-five percent (85%) of the first step of the assigned wage range for the journey-level position for which he/she is an apprentice.
  - c. Year 3: (if applicable) The apprentice shall receive ninety percent (90%) of the first step of the assigned wage range for the journey-level position for which he/she is an apprentice.
  - d. Year 4: (if applicable) The apprentice shall receive ninety-five percent (95%) of the first step of the assigned wage range for the journey-level position for which he/she is an apprentice.
8. **Training Pay:** Employees who are assigned to assist an apprentice will be paid training pay at two dollars (\$2.00) per hour for each full hour in which they work in such assignment.

**B. Longevity Pay**

1. Bargaining unit employees employed by the Employer on February 29, 1980 are eligible for longevity pay as a percentage of their base rate of pay received for the class in which they are currently being paid. No employee hired after February 29, 1980 is eligible for longevity pay.
2. Longevity pay is paid according to the following schedule:

From five (5) through nine (9) years' aggregate service	One percent (1%) per month
From ten (10) through fourteen (14) years' aggregate service	Two percent (2%) per month
From fifteen (15) through nineteen (19) years' aggregate service	Three percent (3%) per month
From twenty (20) years' or more aggregate service	Four percent (4%) per month



3. Eligibility for longevity pay shall be determined by the length of aggregate City of Tacoma/Employer service and will be paid an employee at the first of the calendar year in which any of the above-stipulated periods of aggregate service will be completed.

**C. Medicare Excluded Employees**

Effective January 1, 2018, bargaining unit employees who were employed by the Employer February 29, 1980 through October 1, 1985, who have not paid into Medicare, shall receive 1.45% added to their base pay.

**D. Overtime**

1. A minimum of two (2) hours shall be paid for overtime by reason of call back when required to report for work in excess of the established workday or workweek for the class and for the department. Overtime work shall include only that work performed by employees, except Relief Transit Operators, at the direction of a hiring authority or designee, which, as part of a single tour of duty or by reason of a call back, exceeds forty (40) hours of paid time in a workweek. Leave without pay will not be considered time worked for the purpose of computing overtime hours.
2. All employees shall receive time and one-half cash compensation for overtime work performed, except when such work results from a trade as provided in Article 24.F. Work performed by employees, except Relief Transit Operators, on their scheduled day off will be paid at time and one-half when paid time in the work week exceeds forty (40) hours. Leave without pay will not be considered time worked for the purposes of computing overtime hours. All employees except Transit Operators shall receive double time for work performed on the seventh (7<sup>th</sup>) consecutive day of work.
3. All employees shall receive a minimum of two (2) hours work each time they are required to report for work, except when attending committee and administrative meetings on a voluntary basis. In these instances, the minimum shall be one (1) hour.
4. Whenever two or more overtime or premium rates may appear applicable to the same hours or hours worked by an employee, 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, except for Relief Transit Operators.

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; both days shall 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. The provisions of this section shall not apply to Regular Transit Operators or employees on unpaid union leave, under the following conditions:
  - 1. The request for leave without pay is submitted by the employee not less than twenty-four (24) hours nor more than ninety (90) calendar days prior to the holiday.
  - 2. Approval is at the Employer's discretion and must be granted prior to the effective date of the leave of absence without pay.
  - 3. The employee is not on sick leave without pay or any other extended leave without pay of greater than ten (10) consecutive working days duration.
- E. Holidays or time off in lieu of holidays shall be scheduled so as to meet the operating requirements of the Department and, as far as practicable, the preferences of the employees. In the event time off in lieu of holidays has been scheduled for the end of the year, and an employee is unable to use such days off in lieu of holidays due to continuous illness or disability, with a written request submitted to the Executive Director of Employee Services or designee prior to the end of the calendar year in which the days off in lieu of holidays could not be used, such unused days off may be carried over for use in the following year. Upon separation from the Employer in good standing, regular or probationary employees shall be compensated for any unused holidays or days off in lieu thereof to which they are entitled, as set forth in this section.
- F. 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.
- G. Holiday pay for full-time employees (per A & B above) shall be paid for eight (8) hours at the employee's basic rate of pay, exclusive of premium or special pay. Part-time employees, other than Relief Transit Operators, 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).
- H. Employees covered by the Agreement who work on any holidays as designated in this Article shall receive, if eligible, time and one-half at the employee's regular rate of pay, exclusive of special or premium pay for all time worked on the holiday in addition to holiday pay.
- I. 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.
- J. Employees (other than Transit Operators) who are scheduled to work ten (10) hours per day for four (4) days per week (4/10), 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 [8] hours a day, five [5] days a week).
  - 1. Use two (2) hours of vacation leave without pay which shall be excluded in calculating the attendance awards provided in Article 21.J;

2. Use two (2) hours of accumulated vacation leave; or
  3. Work an additional two (2) hours on a regularly scheduled workday within the same workweek as the holiday; such time shall be compensated at the employee's straight time rate.
- K. Transit Operators signing a 4/10 schedule shall receive up to a maximum of eight (8) hours for each of the ten (10) holidays observed by the Employer plus Personal Holidays. At the end of the work week containing a holiday, such Transit Operators will receive the amount of guarantee pay necessary to bring the weekly total of compensated hours up to forty (40). All hours of compensation received in that week shall be considered in the calculation of the forty (40) hours.

## **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. This requirement shall not apply to employees on union leave status or the Union's Business Representative. Part-time employees, except Relief Transit Operators, shall accrue 3.6924 hours vacation leave for each eighty (80) hours in which they have been in a paid status. 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.

Vacation leave 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. 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 2010 will complete 5 years in September 2015. On January 1, 2015 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, 2019.

3. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate service will be completed.
4. New employees shall not be eligible for vacation leave until they have completed the required probationary period of service, but shall accrue vacation based on the above schedule beginning from the date of their appointment.

5. 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 Executive Director of Employee Services 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.
6. All Relief Transit Operators will be eligible for six (6) paid days of vacation, upon completion of six (6) months of employment, to be used within twelve (12) calendar months and, simultaneously, will begin accruing 1.85 hours of vacation per pay period. Each additional six (6) days must be used within twelve (12) months of the anniversary of probation completion. The time may be used in hourly, daily, or weekly increments consistent with Operations Department practices for transit operator vacation scheduling.

**B. Permissible Use of Vacation Accruals with Pay:**

1. Vacation leave may not be taken without the prior approval of the hiring authority 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 in full assignment increments for Full-Time Transit Operators, e.g. eight (8) or ten (10) hours depending on their shift assignment. Provided, however:
  - a. If an operator works a split shift, they may take one or both as vacation leave.
  - b. No vacation leave will be granted that requires on the road relief unless a relief vehicle is already going to the location at which relief is needed within 30 minutes of the requested vacation leave start time.
  - c. Operators signing straight runs may choose to vacate their bid assignment and make themselves available for open work such as a tripper or that which would meet their leave request without requiring training or an on the road relief.
3. Clerical Assistants serving in the capacity of Money Counters shall be paid vacation leave by dividing the total number of paid hours in the previous pay period by the total number of days paid in the previous pay period (however, total number of days paid does not include paid weekend days for emptying currency bins).
4. Road Relief:
  - a. Paratransit Operators who do not have a "split" run/assignment option, will be relieved at the base for partial run/assignment vacation leave requests, and shall be exempt from limitation of "road relief" requests.
  - b. On road reliefs will be granted per Article 18 – Sick Leave With and Without Pay, B.1. (a & b), personal illness or injury, accident/incident (if necessary) or management directive.
  - c. Officers/Shop Stewards and designees of the Union shall be exempt from limitation on road reliefs.

**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 six (6) month 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 paid for a maximum of ten (10) hours at the employee's basic rate of pay, exclusive of special or premium pay for employees assigned to a 10-hour shift/4-day work week and a maximum of eight (8) hours at the employee's basic rate of pay, exclusive of special or premium pay for employees assigned to an 8-hour shift/5-day work week.
  5. Transit Operators must use "Available to Use" vacation hours by December 31 of each calendar year. Hours remaining after this date shall be paid to the employee in February. These hours may not be carried over into another calendar year without prior approval.
- D. **Vacation Sell-Back:** All represented 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 to his/her manager for 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. **Eligibility for Sick Leave:** The following provisions, unless otherwise specified, apply to all regular or probationary employees:
1. **Accrual:**
    - a. **Full-time Employees:** Regular or probationary employees shall accrue sick leave at the rate of 3.6924 hours for each bi-weekly pay period in which they have a minimum of fifty-six (56) hours in a paid status. This provision shall not apply to the Union's Business Representative and employees on Union leave status. Eligible employees who are on a leave of absence for active duty training purposes with the Armed Forces of the U.S. shall accrue sick leave.

- b. **Part-time employees:** Regular or probationary employees to include Relief Transit Operators shall accrue sick leave at the rate of .046175 hours per hour in which they are in paid status. Maximum annual accrual rate shall be ninety-six (96) hours.
- c. Sick leave 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. **Permissible Use of Paid Sick Leave:**

- a. Injury or illness of employees to such extent as to constitute 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 public health official due to exposure to contagious disease.
- d. The first three (3) days of an on-the-job injury if not covered by Worker's Compensation.
- e. Death of spouse or domestic partner, father, mother, step-parent, mother-in-law, father-in-law, foster parent, brother, sister, child, foster child, grandparent, grandchild, son-in-law, daughter-in-law, aunt or uncle of the employee or the employee's spouse or domestic partner. Pay is subject to the requirements of subsection B.10 hereinafter set forth.
- f. Serious injury or illness to a family member dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a medical professional subject to the requirements of subsection B.8 and B.9 hereinafter set forth. Family members shall be as defined in this Article, paragraph A.2.e.
- g. Pre-induction physical for service in the U.S. Armed Forces.
- h. Illness or disability due to pregnancy or conditions related thereto.

B. **Requirements for All Paid Sick Leave:**

- 1. With twenty-four (24) hours' notice to the employee's supervisor, pre-scheduled medical or dental appointments requiring four (4) hours or less of absence will not count as occurrences. Written medical verification upon the approved form must be submitted to qualify for this exemption.
  - a. 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, paragraph A.2.e. Medical documentation shall be provided as noted above.
  - b. Such emergencies will not exceed a total of three (3) per calendar year for each employee.
- 2. Sick leave shall be charged as actual time used.
- 3. Part-time employees to include Relief Transit Operators will be paid sick leave based on the average number of daily hours worked in the preceding pay period, but not less than four (4) hours per day. This shall be calculated by dividing the total number of paid hours in the previous pay period by ten (10).

Clerical Assistants serving in the capacity of Money Counters shall be paid sick leave by dividing the total number of paid hours in the previous pay period by the total number of days

paid in the previous pay period (however, total number of days paid does not include paid weekend days for emptying currency bins).

4. Employees must report to the designated representative of their hiring authority the reason for an absence prior to the beginning of a scheduled workday or such earlier time as required by the hiring authority.
5. Employees must keep their hiring authority informed of their condition if an absence is of more than three (3) working days in duration.
6. For each absence an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending medical professional 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 hiring authority.
7. 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.
8. Sick leave 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 medical professional attesting to the nature and seriousness of said injury or illness shall be required, if requested by the hiring authority.
9. Upon approval by the hiring authority, a maximum of 40 hours of sick leave may be granted for a serious illness or injury suffered by a family member (other than a child under 18 years of age) who is dependent upon the employee. Family members shall be as defined in this Article, paragraph A.2.e. In the event of any such absence, a statement by the attending medical professional attesting to the nature and seriousness of said injury or illness shall be required, if requested by the hiring authority.
10. Upon approval by the hiring authority, 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.2.e.
11. Employees who have served in higher or lower positions on temporary appointments shall be paid for sick leave 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 sick leave taken.
12. Employees hired after the effective date of this agreement shall accrue sick leave according to the provisions of this section; provided that any employee who leaves the Employer shall not be compensated for any accrued sick leave until completion of the probationary period.

**C. Enforcement of Sick Leave Provisions:**

1. Misrepresentation of any material facts in connection with paid or unpaid sick leave by any employee shall constitute grounds for suspension or discharge.
2. Sick leave pay shall be withheld in the event of unauthorized use.

**D. Incentive Payments for Non-use of Sick Leave Accruals:**

1. An employee separated from the Employer due to one of the circumstances outlined below shall be compensated to the extent of fifty percent (50%) of sick leave accruals up to a maximum accrual of one-thousand forty hours (1040). This maximum shall apply to employees hired on or after January 8, 2013.

- a. Disability retirement as defined and allowed under the pension system.
    - b. Voluntary service related retirement as defined and allowed under the pension system.
    - c. Death.
  - 2. A regular employee separated in good standing from the Employer for any reason other than death or retirement shall be compensated to the extent of twenty percent (20%) of sick leave accruals up to a maximum accrual of nine hundred sixty (960) hours.
  - 3. An employee separated from the Employer due to layoff may, if reinstated within a two (2) year period, have sick leave accrual restored upon repayment to the Employer of the twenty percent (20%) payment as herein provided.
- E. **Sick Leave Without Pay:** Upon application of a regular employee, a leave of absence without pay may be granted by a hiring authority for the entire period of disability because of sickness or injury. Such leave need not be limited to one (1) year, but the hiring authority or the Executive Director of Employee Services or designee from time to time, may require that the employee submit a certificate from the attending medical professional or from a designated medical professional. In event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude employees from the performance of their duties, the hiring authority, with the approval of the Executive Director of Employee Services, may cancel such sick leave and require the employee to report for duty on a specified date.

## **ARTICLE 19 - ON-THE-JOB INJURY**

- A. **Supplemental Benefit:** An employee who is otherwise eligible for sick leave accumulations and who is injured on the job shall be paid to the extent of sixty (60) working days for and within one (1) calendar year following each new and separate injury, in addition to, and prior to, the use of sick leave accumulations, and as a supplement to any minimum benefits due under the State Industrial Insurance Act, except as provided hereafter in this section.
- B. **Eligibility:** The employee's eligibility for this supplemental payment of time-loss compensation and the extent thereof will be based on the eligibility and minimum payments due as determined by the State Department of Labor and Industries (L&I) under the State Industrial Insurance Act. Such employee shall be paid a supplemental amount by the Employer which when combined with the L&I minimum payment due will equal (a) ninety percent (90%) of the employee's normal wage for the first thirty (30) days of eligible time-loss, and (b) eighty percent (80%) for the next thirty (30) days of eligible time loss.
- C. **Limitations:** Such payments shall be made to the extent of sixty (60) working days of eligible time-loss absence and for a period not to exceed one (1) calendar year after the date of injury according to the following schedule:
- 1. Charges shall be made against sick leave accruals, if any, for the date of injury and for the three (3) day waiting period as defined in the State Workers Compensation Act. If injury time loss exceeds fourteen (14) calendar days, then sick leave used during the three (3) day waiting period shall be returned and compensation computed as provided above.
  - 2. After the payment and use of the sixty (60) working days, at the election of the employee, charges shall be made against sick leave accruals, if any, for further time loss due to the injury in order to bring the employee's compensation to the eighty percent (80%) level.



3. In the event an employee becomes disabled prior to completing thirty (30) working days employment with the Employer, a maximum of thirty (30) working days Employer supplementation as defined above shall be allowed.
4. Charges may be made against sick leave accruals, if any, in any case where the Employer is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance and all payments due in excess of the minimum amount determined by L&I shall be recoverable by the Employer or deducted from future payments due the employee from the Employer.
5. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury.
6. Upon making such payments as are provided for in this section, the Employer shall be subrogated to all rights of the employee against any third party who may be held liable for the employee's injuries to the extent necessary to recover the amount of payment made hereunder, provided, that where actual recovery is made against a third party hereunder, sick leave charged against the employee's accruals shall be recredited to the extent such funds reflect recovery for payments attributable to compensated sick leave.
7. In order to limit the obligation of the Employer for each new and separate injury and to encourage timely receipt of benefits for the employee, the Employer may require the employee to furnish medical proof or submit to a medical examination by the Employer at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the Employer. Such examinations are subject to State Industrial Insurance Act requirements for notice and location by the Employer. The failure of an employee to appear for a duly scheduled examination will result in the forfeiture of any remaining supplemental payment above the L&I minimum, if it is found that the employee's failure to appear was a willful failure to cooperate in the examination process.
8. Employees will accept transitional or light duty assignments when the Employer determines that such assignments are appropriate, and the treating medical provider has released the employee to perform the assignment. Employees who refuse to accept such assignments will be subject to forfeiture of any remaining supplemental payments over the L&I minimum as provided in Section B above, and may be subject to discipline if such refusal constitutes insubordination under the terms of this agreement.
9. Employees who are absent because of an on-the-job injury and are receiving industrial insurance payments shall not accrue sick leave, and after sixty (60) workdays of absence, shall not accrue vacation leave.
10. Employees must permit home visits or medical examinations at the expense and convenience of the Employer for purposes of verifying their on-the-job injury status. A Union representative will be given twenty-four (24) hours' notice prior to such home visits and shall be permitted to accompany the Employer. Employees who refuse to allow such visits or examinations will be subject to forfeiture of any remaining supplemental payments over the minimum determined by L&I as provided in Section B above, and may be subject to discipline if such refusal constitutes insubordination under the terms of this agreement.

## **ARTICLE 20 - JURY DUTY AND WITNESS LEAVE**

- A. Employees who lose time from an assigned schedule of work because of jury duty service or when they are subpoenaed to serve as a witness or called to make a deposition in a case in which Pierce Transit is either a defendant or plaintiff shall be paid for such time lost at their basic hourly rate up to a maximum of ten (10) hours per day. Jury duty fees shall be offset against such pay. 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.
- B. Employees shall not be eligible for paid witness leave when subpoenaed to serve as a witness or are called to make a deposition in a case in which Pierce Transit is a defendant if the employee is a plaintiff in the case.
- C. Employees whose shifts end prior to 5:00 p.m. and who are required to report to the courthouse will be required to work the remainder of their shifts if a replacement has not already been obtained. Such employees will report for work within two (2) hours of release by the court.
- D. Employees whose shifts begin after 2:00 p.m. and 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.

## **ARTICLE 21 - OTHER STANDARD WORKING CONDITIONS**

- A. **Bus Passes:** All current and retired employees of the Employer and City of Tacoma Transit System and one (1) family member are eligible for transit passes from the Employer.
- B. **Payday:** Payday shall be every other Friday. The employer will endeavor to have paychecks available by 12 Noon. Pay would be primarily by direct deposit. The employer will work with individual employees where a hard-copy pay check is preferred.
- C. **Safety Standards:** The Employer and the Union mutually agree that those applicable safety standards as outlined in federal and state regulations legally binding upon the Employer shall be complied with.
- D. **Work Assignments:** The Employer agrees to make every effort possible consistent with workload, personnel needs and efficient operation to assign employees to work within proper jurisdictional lines.
- E. **Retirement System Coverage:**
  - 1. All bargaining unit employees who are members of the City of Tacoma Employees Retirement System (TERS) as of May 2, 1983 shall remain members of TERS for the duration of their employment with the Employer.
  - 2. All other bargaining unit employees shall be members of the Public Employees Retirement System (PERS).
- F. **Retirement:** An employee may be considered to have retired from the agency under the following conditions:
  - 1. The separation is voluntary.
  - 2. The employee qualifies for a pension benefit subject to the criteria set forth by the appropriate plan.

Any benefit and/or incentive payment associated with this separation status will be limited to the terms and conditions of the relevant article(s) of this Agreement.

- G. **Mileage:** Bargaining unit employees required to use their own private vehicles on the job shall be reimbursed at the prevailing IRS rate.
- H. **Roaddeos and Events:** Employees participating in any bus "roadeo" or other events conducted by the Employer will be entitled to receive such prizes and compensation as the Employer may deem appropriate.
- I. **Safety Awards Program:**
1. Service Supervisors assigned to field duties seventy-five percent (75%) of the time, Service Supervisors working the Extra Board, and Transit Operators shall be eligible for a safety award of one hundred dollars (\$100) for each calendar quarter in which they have had no preventable vehicle accidents as defined by the National Safety Council and no passenger accidents; and have had no more than fifteen (15) working days absence, excluding leave covered under the Family and Medical Leave Act, vacation leave, jury duty leave, paid military leave, Union leave, and up to five (5) days sick leave for reasons of bereavement.
  2. Employees in the following classifications shall be eligible for a safety award of one hundred dollars (\$100) for each calendar quarter in which they have had no preventable vehicle accident as defined by the National Safety Council and no preventable on-the-job injuries; and have had no more than fifteen (15) working days absence, excluding leave covered under the Family and Medical Leave Act, vacation leave, jury duty leave, paid military leave, Union leave and up to five (5) days sick leave for reasons of bereavement:
    - a. All classifications listed on Appendix B
    - b. All classifications listed on Appendix C
    - c. All classifications listed on Appendix D
    - d. All classifications listed on Appendix F
  3. Safety awards will be paid within thirty (30) calendar days of the end of the quarter.
  4. **Quarterly Safety Meeting Incentive** – As a "pilot program," the Employer will offer safety meetings and evaluate attendance and quality of the meetings during the term of the Agreement. Employees in the categories listed in Article 21.I(1) above may attend quarterly safety meetings offered at the discretion of the Employer. Each meeting shall not exceed three (3) hours. The Employer will schedule the time and date of each quarterly meeting, and will offer multiple time slots. Attendance at the meetings will be paid overtime, only for actual time attended, and may be offered outside of regular work schedules. Attendance at safety meetings will not be used to offset guarantee time/pay; all other rules and practices related to guarantee time/pay shall apply.
- J. **Attendance Award Program:** Employees in the following classifications shall be eligible for an attendance award of one hundred dollars (\$100) for each calendar quarter in which they had perfect attendance (no absences) or for an attendance award of seventy-five dollars (\$75) for each calendar quarter in which they had no more than one (1) workday of absence. Partial absences totaling no more than eight (8) hours will be permitted. Absences for leave covered under the Family and Medical Leave Act, vacation leave, jury duty leave, paid military leave, Union leave and up to five (5) days sick leave for reasons of bereavement are excluded.
- Service Supervisor (except as provided in paragraph I.1)
  - Scheduler
  - Specialized Transportation Dispatcher
  - Instructor
  - Dispatch Coordinator

Communications Coordinator  
Special Events Coordinator  
Standing Files Supervisor  
All classifications listed on Appendix E

- K. **Personal Property Loss:** Transit Employees must report robberies, thefts or assaults occurring on the job to the Police/Sheriff (as appropriate); reimbursement will be made only for the following items at the rates listed:

<u>Item</u>	<u>Maximum</u>
1. Watch	\$ 50.00
2. Wallet/Purse/Fanny Pack/Carry Bag	\$ 50.00
3. Cell Phone	\$200.00
4. Eye Glasses	\$300.00

- L. **Temporary Job Assignments:**

1. When temporary job assignments become available, the following will apply:
  - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
  - b. Temporary job assignments will not exceed one hundred eighty (180) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) calendar days must be agreed to by the Union.
  - c. Selection for temporary job assignments will be determined by the following criteria:
    - 1) From those signing, the most technically qualified person to perform the temporary assignment duties will be selected.
    - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next most technically qualified person will be selected.
  - d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

- M. **Accident Safety Review Board (ASRB):** During the life of the contract, the parties agree the Employer may revisit bargaining over issues related to the ASRB.

## **ARTICLE 22 - DEFINITIONS – OPERATIONS**

- A. **Assignment:** Work consisting of runs, pieces of runs or trippers.
- B. **Guarantee Pay:** Compensation paid to Operators assigned to a regular run when necessary to bring the pay for a regular run up to eight (8) hours, or ten (10) hours for those on alternative work schedules. Delay time will count toward guarantee pay.

- C. **Hybrid Service:** Alternative service that does not necessarily follow a scheduled route:
1. **Zone Service:** Vehicles do not follow a prescribed route. Specific pick-up/drop-off locations may be established to facilitate a group of customers, but such locations are only served if there is a customer request. If no requests are received, no service is provided.
  2. **Route Deviation Service:** Typically, a schedule is established at a few locations and service is provided to those locations on a regular basis with deviations occurring between the established points. The schedule may provide a time range when a vehicle will serve a location rather than a specific time.
  3. **Point Deviation Service:** Vehicles follow a fixed route with established stops and schedule but deviate into neighborhoods upon request, always returning to the regular route and schedule.
- D. **Operations:** The work groups and areas directly related to providing or supporting the delivery of revenue service, including Fleet or Facilities Maintenance. The use of this definition shall be limited to the application of this contract.
- E. **Operator:** Employee hired to operate a variety of revenue service vehicles for the agency.
1. **Transit Operator:** A full-time Operator who bids a regular run, the Extra Board, vacations, blocks, paratransit or hybrid work.
  2. **Relief Transit Operator:** Operators who must report for any available work. Relief Transit Operators will be guaranteed a minimum of twenty-five (25) hours of paid time in a work week. Hours of leave without pay will be deducted from this guarantee.
  3. **Transit Operator Trainee:** An employee enrolled in the agency's Transit Operator training program.
- F. **Spread Pay:** The amount paid when work is not completed within a specified time frame.
- G. **Report Time:** The time an operator is required to remain on duty by the Employer at the transit lobby or elsewhere.
- H. **Run:** Work that is included in the operating schedules and contains not less than eight (8) hours' time daily.
1. **Split:** A run that has two (2) parts, with an elapsed unpaid period of time between the ending of the first part and the beginning of the second part.
  2. **Straight:** A run that has continuous run time.
- I. **Section:** A group of runs on a section sheet posted during a shake-up.
- J. **Shake-Up:** A period of time during which all regular work is declared vacant and open for signing by Transit Operators.
1. **Block Transit Operator:** Transit Operator signing to work the days off of other Transit Operators.
  2. **Extra Board Transit Operator:** Transit Operator who does not sign for a specific run but must report for available work each day and receives a guarantee of eighty (80) hours of work each pay period.

- 3. **Vacation Transit Operator:** Transit Operator who signs to work the vacation week(s) of other Operators and receives a guarantee of eighty (80) hours of work each pay period.
- 4. **Hybrid Transit Operator:** Transit Operator signing to work Zone, Route Deviation or Point Deviation Service.
- 5. **Regular Run Transit Operator:** Transit Operator signing work that is included in the operating schedule and contains at least eight (8) hours of paid time per day.
- 6. **Paratransit Transit Operator:** Transit Operator signing to operate paratransit vehicles for transit disabled customers.
- K. **Sign-Up:** The time an Operator is required to report for work.
- L. **Spread:** The overall time from the commencement of duty until the completion of duty.
- M. **Training Pay:** The amount paid to an Operator when required to orient a Transit Operator Trainee to the system (i.e. route training).
- N. **Travel Pay:** The amount paid for travel to and from relief points.
- O. **Trippler:** A trip or trips included in the operating schedules by the Employer, but not part of a regular run.
- P. **Temporary Job Assignments:**
  - 1. Generally temporary job assignments will be handled in the following manner unless otherwise identified within the Article of the work unit, e.g., Facilities, Fleet, Warehouse, etc.
  - 2. When temporary job assignments become available, the following will apply:
    - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
    - b. Temporary job assignments will not exceed one hundred eighty (180) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) days must be agreed to by the Union. Selection for temporary job assignments will be determined by the following criteria:
      - 1) From those signing, the most technically qualified person to perform the temporary assignment duties will be selected.
      - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next most technically qualified person will be selected.
    - c. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
  - 3. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

## **ARTICLE 23 - HOURS AND WORKING CONDITIONS - OPERATORS**

- A. **Workday and Overtime Compensation:** The workday and overtime pay shall be as provided:

1. A regular run is a full-time driving assignment generally requiring eight (8) working hours. Eight (8) hours shall constitute a work day for Transit Operators working such assignments and these employees shall be paid for a minimum of eight (8) hours for each day's work.
2. The overtime rate of time and one-half the employees' regular hourly rate of pay exclusive of any special or premium pay shall be paid for all time worked that exceeds forty (40) hours of paid time per workweek. Leave without pay will not be considered time worked for the purpose of computing overtime hours. This provision shall not apply to Relief Transit Operators.
3. **Overtime When Extra Board Transit Operators are Available:** The Transit Operators agree to work a reasonable amount of overtime when necessary, but no Transit Operator shall be called to do extra work so long as Extra Board Transit Operators are available except where assigning such work to an Extra Board Transit Operator will result in an extraordinarily long day as in the case of late assignments. The Employer shall at all times endeavor to maintain an adequate full-time Extra Board.
4. Relief Transit Operators will receive pay at the overtime rate of time and one-half the employee's regular rate of pay, exclusive of any special or premium pay, for all time worked in a day that exceeds eight (8) hours of paid time per workday, except as provided below.
  - a. Hours of leave without pay during a workweek will not be considered time worked for the purpose of computing overtime hours for that workweek.
  - b. The methods for notifying Relief Transit Operators of work assignments will be developed by the Employer.

**B. Alternative Work Schedule for Transit Operators:**

Regular four-ten (4/10) run assignments will be made available to Transit Operators within the following parameters:

Assignments: 4/10 shifts shall be comprised of straight runs with consecutive days off.

Relief Transit Operators: Relief Transit Operators assigned to work for an Operator with a 4/10 schedule will be paid overtime for hours worked over eight (8) in a day.

Sick and Vacation Leave: Leave will be paid as time used up to a maximum of ten (10) hours per day.

Jury Duty: Jury duty will be paid as outlined in this agreement up to a maximum of ten (10) hours per day.

Administrative Leave: Administrative leave will be paid as time used up to a maximum of ten (10) hours per day.

Military Leave: Military leave will be paid in compliance with all state and federal regulations. Operators working 4/10's will be entitled to paid military leave up to a maximum of ten (10) hours per day within the limits defined by statute. Current state regulations grant public employees up to twenty-one (21) days of paid leave per twelve (12) month period.

Light Duty: Light duty will be paid as hours worked. Operators may be assigned to a shift that varies from their regular schedule while performing light duty.

Holiday Pay: Holiday pay will be up to a maximum of eight (8) hours for each of the ten (10) holidays observed by Pierce Transit plus the two (2) Personal Holidays. At the end of a work week containing a holiday, Transit Operators signing a 4/10 schedule will receive the amount of guarantee pay needed to bring the weekly total of compensated hours up to forty (40). This provision shall only apply to Transit Operators.

Number of Assignments: 4/10 assignments shall not exceed three percent (3%) of the total number of fixed route straight runs. This figure may be adjusted slightly in order to meet schedule requirements.

**Example:**

Number of Fixed Route Straight Runs:	535
Maximum of number of 4/10's:	16
Number of 4/10's available:	15*

\*Current scheduling parameters require that the number of 4/10 bid positions are a multiple of three (3).

SHUTTLE: The Union and Pierce Transit agree to discuss 4/10 scheduling for Specialized Transportation assignments at such time as weekend SHUTTLE service is operated directly by Pierce Transit.

The terms and conditions of this section apply only to 4/10 work schedules for Transit Operators and shall not be construed to have a more general application.

C. **Travel Pay:**

1. Travel pay to or from relief points will be paid at the employee's basic rate of pay.
2. If an Operator is relieved from service for an Employer approved vacation leave, sick leave, Union Business leave or early dismissal and is required to bring an agency vehicle back to the Pierce Transit base, the employee shall be paid in accordance with paragraph 1 of this section.
3. Whenever alternative transportation (i.e. other than an agency car or van) to and from a relief point is scheduled by the Employer, the Employer will provide the vehicle and such arrangements will be indicated in the schedule.

D. **Training Pay:** Transit Operators, when required to conduct route training for new Operators, shall be paid an additional two dollars (\$2.00) per hour with a minimum of two (2) hours for each Operator trainee session. This pay shall be paid per session, not per trainee.

E. **Spread Pay:**

1. Transit Operators working regular runs not completed in ten (10) consecutive hours shall receive an additional two dollars (\$2.00) per hour for every hour or fraction thereof for work performed thereafter.
2. Extra Board and Relief Transit Operators, when working a combination of trippers or parts of assignments not completed in eleven (11) consecutive hours, shall receive an additional two dollars (\$2.00) per hour or fraction thereof for work performed thereafter, except when said Transit Operator has worked a full regular run.

F. **Pull Out Time:** An allowance of twenty (20) minutes time will be added to the time of runs for pulling coaches from the garage on each pull out.

The Employer reserves the right to add a safety mirror check station. The mirror check station will be used by Operators during the twenty (20) minute pull-out window. All changes are to be applied following contract ratification.

G. **Guarantees:** All Transit Operators shall have a minimum of eighty (80) hours of pay in each pay period. All runs, including Sunday runs, shall be paid a minimum of eight (8) hours.



- H. **Minimum Time Credits:** Employees performing the following duties shall be paid for the following minimum periods at the employee's regular hourly rate of pay.
1. All time required by Operators and Service Supervisors for making each accident or incident report.
  2. When an Operator is required to report but not assigned a run, the Operator shall be assigned for all time reporting with a minimum of two (2) hours. In the event a run is assigned, actual report time will be paid.
  3. Transit Operators required to report as a result of being on the late board will be paid only for the time they are required to be present for assignment.
  4. A minimum payment of two (2) hours pay at the Transit Operator's regular hourly rate of pay, exclusive of special or premium pay is established for trippers.
- I. **Uniforms:** The Employer shall provide uniforms for all Operators. The Employer shall pay for replacement of such uniforms on a reasonable schedule. It is understood that the Employer retains full authority in the determination of a regulation uniform. Employees shall wear the regulation uniform on duty and shall maintain such uniform in a neat and clean condition. Operators shall not be required to wear a tie as a part of the uniform.
- J. **Seat Cushion:** One (1) seat cushion will be issued yearly upon request to an Operator.

## **ARTICLE 24 – SCHEDULING – OPERATORS**

A. **Scheduling:**

1. **Straight Runs:** The Employer will endeavor to make as many straight runs as possible. The Employer will eliminate all three-piece runs. If after the shake-up it is discovered that trippers when joined together, make a regular eight (8) hour shift the work will be combined and open to bid by the Extra Board. The percentage of straight runs shall not drop below seventy percent (70%) of the total number of weekday runs, eighty percent (80%) of the total number of runs on Saturday or one hundred percent (100%) of the runs on Sunday.
2. **Days Off:** All Transit Operators will receive two (2) consecutive days off.
3. In the event that it is necessary that certain schedule changes be made in order to enable the Employer to comply with the provisions of federal or state legislation, the Employer agrees to meet and confer with the Union regarding any required schedule changes. The Union and the Employer agree to work cooperatively to the end that the Employer may comply with any applicable federal or state legislation concerning scheduling.

B. **System and Section Shake-Ups:**

1. There shall be four (4) shake-ups in each calendar year. They shall occur as close as practicable to the following months: March, June, September and December. All regular work including runs, blocks, the Extra Board, Vacations, paratransit and Hybrid Service assignments shall be declared vacant at that time and Transit Operators shall be entitled to select work for which they are qualified in accordance with their seniority. Shake-ups will be reviewed with the Union prior to the starting date of the new period.
2. The following are the procedures for the conduct of the shake-up:

- a. The sign-up period for each new shake-up shall begin no later than three (3) weeks before the shake-up's starting date. The beginning date of the sign-up period will be announced in advance; run books and time sheets for the new shake-up will be posted at least three (3) calendar days before the sign-up begins.
  - b. Each full-time Operator will be assigned a time to sign the shake-up. These appointments will be scheduled on weekdays (excluding holidays), between the hours of 7:00 a.m. and 5:00 p.m. during the sign-up period. At management's discretion Transit Operators may be relieved from work to sign the shake-up, on leave without pay status.
  - c. The appointment schedule will be developed jointly between management and the Union. Transit Operators' appointment times will be posted no later than one (1) week before the beginning of the sign-up period.
    - 1) On the Lobby bulletin board
    - 2) In the shake-up room
    - 3) At the Commerce Street facility
    - 4) Tacoma Dome Station
    - 5) Other locations as identified by the Employer
  - d. It is the Transit Operator's responsibility to know the time of his/her appointment and to be prepared to sign the shake-up at that time. Signing may be done in person by leaving a choice slip, or by telephone; Transit Operators who are on duty at the time of their appointments will be contacted by radio if there is a question about their choice slip. Each Transit Operator will complete his/her sign-up within his/her scheduled appointment time. The Union will be notified immediately after the Transit Operator's appointment time if the Transit Operator has not contacted the Shake-Up Signer. In the event the Transit Operator fails to sign the shake-up by the end of his/her allotted time, the Executive Director of Service Delivery and Support or designee with assistance from the Union Business Representative or designee will assign a run for the Transit Operator.
  - e. Transit Operators who will be on vacation and unavailable during their assigned sign-up times are expected to leave choices for the new shake-up with the Executive Director of Service Delivery and Support or designee or Shake-Up Signer.
  - f. If Transit Operators fail to sign the shake-up at their assigned time and have left no choice, or if their choice has already been signed, the Executive Director of Service Delivery and Support or designee (with assistance from the Union Business Representative or designee) will choose a run for said Transit Operator. Every effort will be made to choose a run similar to the run the Transit Operator is then working.
  - g. Transit Operators will not make any entries on section sheets located in the shake-up room or on the Assistant Manager's copies.
- 3. No Transit Operator will be allowed to sign a run with fewer than eight and one half (8 ½) hours off from the ending time of one day to the beginning time of the following day with the exception of assignments ending late Sunday and starting early Monday when other signing options are available.
  - 4. Transit Operators who sign a run with fewer than eight and one half (8 ½) hours off will not be allowed to report for work until the minimum eight and one half (8 ½) hours have elapsed. The

Transit Operator will then report to the Dispatcher unless otherwise directed. The Dispatcher will assign the Transit Operator available work.

5. In the event one or more runs are deleted from a section and such deletions occur more than thirty (30) calendar days prior to a regular system shake-up, a new shake-up will be held for all affected Transit Operators and those below them on the seniority list.
6. Should a run in any section have a permanent vacancy for any reason, the work shall be filled from the Extra Board for the remainder of the shake-up.
7. A section shake-up is required if the time of a run is altered by thirty (30) minutes or more.
8. **Hybrid Service:** The language in this paragraph applies only to matters directly related to the agency's provision of hybrid service and shall not be construed to have a more general application.
  - a. Pierce Transit will operate three alternative types of hybrid service: Zone Service, Route Deviation Service and Point Deviation Service.
  - b. Work resulting from the establishment of Route Deviation or Point Deviation Service will be made available to Pierce Transit Operators in accordance with Article 24, Section B, paragraph 1 with the following provisions:
    - 1) Work assignments will be packaged on a weekly basis including assigned days off.
    - 2) Work may include straight or split shifts, with the splits being either fixed route and/or hybrid service.
    - 3) Runs involving these services will be identified separately at shake-up signing.
    - 4) In the event the operator who signed the work is absent, the work will be filled off the extra or relief board by an operator that is hybrid trained.
  - c. Pierce Transit reserves the right to operate Zone Service, which is based exclusively on customer demand, at agency discretion. The Employer may utilize Pierce Transit Operators and/or contracted service operators in order to meet daily operating requirements in the most effective and efficient manner. The Employer agrees to establish not more than six (6) Zone Services at any given time.
  - d. Where a Zone Service is replacing an existing fixed route, management shall redeploy displaced operator hours to other new or existing fixed route services at the beginning of the shake-up within which that zone service is established. No Transit Operator shall suffer the consequence of being returned to a Relief Operator status as a result of the establishment of a Zone Service.

**C. Late Board Regulations:**

1. A late Operator must report in person to Dispatch or contact their Assistant Manager no later than two (2) hours past their assigned report time. If a "Report" Operator is available, the late Operator's assignment may go to the report Operator ahead of the late Operator. The Dispatcher shall have sole discretion in making the decision. If no Report Operator is available and the "late" Operator is only a few minutes late, he/she may be given their original run, but will be marked "late-worked run".

2. Late Operators whose work has been reassigned shall be marked as a "late-miss". If the late Operator received less than eight (8) hours work for the day, they may be required to serve an additional report. All late reports will be served on the same day as the "late-miss".
  3. An Operator finding it necessary to go on the sick board must notify the dispatcher at least one (1) hour before their assigned report time. Failure to do so will mean that the Operator will be placed in a missed/sick status, but will not be required to serve a late report upon the first day back to work.
- D. **Sick Board:** An Operator on the sick board wishing to return to work must notify the dispatcher before 3:00 p.m. of the day before desiring to return to work. Operators calling in sick on a late run on the first day of an illness have until 10:00 a.m. the following morning to notify the dispatcher that they are able to return to work. A late run is a run that begins after 2:00 p.m.
- E. **Vacation Days:**
1. Transit Operators who have insufficient accrued vacation time due to time off may sign for their entire vacation entitlement period but will not be paid for more days than they have actually accrued.
  2. Transit Operators must use "Available to Use" vacation hours by December 31 of each calendar year. Hours remaining after this date shall be paid to the employee in February. These hours may not be carried over into another calendar year.
- F. **Trading Work:** Employees may trade work with other employees in their same classification, within the same work week (Sunday through Saturday), as long as the wage cost to the Employer does not exceed the wage cost had the trade not occurred. The employees shall obtain their supervisor's permission prior to making the trade.
- G. **Extra Board Transit Operators:**
1. **Hours and Days Off:**
    - a. Extra Board Transit Operators shall be guaranteed eighty (80) hours work during a pay period. Time lost while in a paid status shall be deducted from the guarantee at the rate of actual hours so lost, not to exceed eight (8) hours per day. No time shall be deducted for the regular day off. It is also understood that any time worked netting more than the above guarantee shall be paid for at the appropriate rate of pay and that the paid time of all Extra Board Transit Operators shall be divided equally, if possible. In determining such equalization of time, the Employer shall consider any leave used by the Transit Operator.
    - b. Extra Board Transit Operators covered by this Agreement will choose days off in accordance with seniority, such days to be documented by the Dispatcher for the period of the shake-up.
    - c. In the event an Extra Board Transit Operator's assignment must be changed, the Dispatcher will try to contact said Transit Operator up to one (1) hour prior to the original sign-up time. If not successful, the Dispatcher may take whatever steps deemed necessary to fill open work and the originally scheduled Transit Operator shall not be entitled to pay for the missed work. In addition, if an Extra Board Transit Operator reports at original sign-up time and his/her assignment is changed to a later sign-up, he/she will be paid for interim time unless it exceeds fifteen (15) minutes. If interim time does not exceed fifteen (15) minutes, pay will start at original sign-up time.

- d. If a run must be filled after all Extra Board Transit Operators have received assignments, a late run may be assigned in accordance with Commercial Driver's License regulations. Such work can only be declined due to sickness or family emergency.
    - e. When a **Vacation** Transit Operator has signed a vacation run-and the run is not available for several days, he/she will be given a choice of runs that it is known will be open for an extended period of time. If such runs are not available, choices may be made on a day-to-day basis. This also applies when a vacation run vacancy occurs because an employee has left the Employer.
    - f. **Vacation** Transit Operators without an assigned run will have a minimum of two (2) consecutive days off per week. A Transit Operator signing a vacation run for an Extra Board Operator shall have his/her days off determined by the Extra Board Operator's scheduled days off.
  - 2. **Eight and One Half Hours Off:** Extra Board Transit Operators shall not be required to report for morning duty less than eight and one half (8 ½) hours after completing work the night before.
- H. **Relief Transit Operators:**
- 1. **Hours and Days Off:**
    - a. Relief Transit Operators will be guaranteed a minimum of twenty-five (25) hours of paid time in a work week and will be available for any work assigned. Hours of leave without pay will be deducted from this guarantee. Paid time of all Relief Transit Operators shall be divided equally, if possible. In determining such equalization of time, the Employer shall consider any leave used by Relief Transit Operators. Time worked on days off will not count towards equalization.
    - b. Relief Transit Operators will choose days off in accordance with seniority, such days to be scheduled by the Dispatcher for the period of the shake-up provided that Relief Transit Operators may, at the discretion of the Dispatcher, be assigned work on these days.
  - 2. **Ten (10) Hours Off:** Relief Transit Operators shall not be required to report for morning duty less than ten (10) hours after completing work the night before, unless the work in question is a bid/signed assignment.
- I. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive 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. In consideration for the ability to work a total shift that may be comprised of a straight run or a ten (10) hour assignment, Operators are entitled to eat any time during their shift as work duties may permit. 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.

## **ARTICLE 25 - WORKING CONDITIONS – PARATRANSIT**

- A. **Working Conditions Transit Operators:**
- 1. Transit Operators desiring to bid on paratransit runs must complete the Employer's training process and be qualified by the Employer for paratransit van operation.

2. In the event an employee's performance is found to be unsatisfactory, the employee may be prevented from signing up for that type of work for a period of one (1) shake-up.

**B. Working Conditions Customer Services Representatives:**

1. **Master Shake-Up:** There shall be two (2) shake-ups a year to be effective as close as possible to the months of March and September. All shifts shall be declared vacant and Customer Services Representatives (CSR's) shall select shifts in accordance with their seniority. In addition, a master shake-up will be conducted when any new shifts are added.
2. **Mini Shake-Up:** In the event one (1) or more existing shifts become vacant, is deleted, or is modified by thirty (30) minutes or more, and more than thirty (30) calendar days remain prior to a master shake-up, a mini shake-up will be held for CSR's with seniority below the affected shifts.
3. **Procedures for Conducting the Customer Services Representatives Shake-Up:**
  - a. Shifts will be posted in the paratransit office at least seven (7) calendar days prior to signing.
  - b. Signing will begin twenty-four (24) hours after the seventh (7<sup>th</sup>) calendar day following the posting and will not last any longer than three (3) working days.
  - c. The shake-up will begin two (2) weeks after posting.
  - d. CSR's who will be unavailable during their sign-up time are expected to leave choices with the CSR supervisor or designee. If a CSR fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Representative or designee, will choose a shift for that CSR. Every effort will be made to choose a shift similar to the shift the employee is then working.
4. **Customer Services Representatives Vacation:** Vacation time charged to part-time CSR's will equal the average number of paid hours in the previous pay period divided by ten (10). Such pay shall not be less than four (4) hours and not more than ten (10) per day.
5. **Customer Services Representative Sick Leave Notification:** CSR's must contact their supervisor one (1) hour prior to the start of their assigned shift to be placed on the sick board. Failure to call in sick at least one (1) hour prior to the scheduled report time constitutes a late report. A CSR on the sick board wishing to return to work must notify their supervisor before 4:00 p.m. of the day before desiring to return to work. CSR's calling in sick on a late shift on the first day of an illness have until 10:00 a.m. the following morning to notify their supervisor that they are able to return to work. A late shift is a shift that begins after 2:00 p.m.

**C. Working Conditions – Paratransit Dispatchers/Paratransit Service Supervisors:**

1. **Shake-Ups:** Paratransit Dispatchers and Paratransit Service Supervisors are not permitted to sign outside of their respective disciplines.
  - a. **Shift Creation:** Staff and management will work together to create shifts for all Paratransit Dispatchers/Paratransit Service Supervisors Shake-ups.
  - b. **Master Shake-Up:** There shall be two (2) Shake-Ups a year to be effective in the months of March and September. A master Shake-up will also be conducted when any new shifts are added.

- c. **Mini Shake-Up:** In the event one (1) or more existing shifts becomes vacant, is deleted, or is modified by thirty (30) minutes or more and more than forty-five (45) calendar days remain prior to a master Shake-up, a mini Shake-up will be held with seniority below the affected shifts.
- 2. **Conducting Master and Mini Shake-Ups:**
  - a. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
  - b. Signing will begin twenty-four (24) hours after the seventh (7<sup>th</sup>) calendar day following the posting.
  - c. Shifts will begin two (2) weeks after posting.
  - d. Paratransit Dispatchers/Paratransit Service Supervisors who will be unavailable during their sign-up time are expected to leave choices with their immediate supervisor or designee. If a Paratransit Dispatcher/Paratransit Service Supervisor fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business representative or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
- 3. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager one (1) hour prior to the start of their assigned shift at the designated contact number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager before 4:00pm of the day before desiring to return to work.
- 4. **Overtime:** The overtime rate at one and one half (1 ½) times the employee's regular rate of pay exclusive of any special or premium pay will be paid for time worked that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for the purposes of calculating overtime.
- 5. **Accident/Incident Reports:** Employees shall be paid at their regular hourly rate of pay for the time required to complete each accident/incident report.
- 6. **Relief Paratransit Dispatchers:**
  - a. Employees who work in a relief capacity as Relief Paratransit Dispatcher shall be paid at the first step of the Paratransit Dispatcher pay range until they have accumulated one thousand four hundred (1,400) hours in that capacity. After one thousand four hundred (1,400) hours as a Relief Paratransit Dispatcher, said employees will move to the second step of the Paratransit Dispatcher pay range. Subsequent step increases will occur after each two thousand eight hundred (2,800) hours worked in a relief capacity.
  - b. Time spent in a relief capacity shall count toward the employee's six (6) month probationary period.
- D. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive 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. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. 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 and must remain available to perform all of the essential functions of the position.

## **ARTICLE 26 - WORKING CONDITIONS - SERVICE SUPPORT**

### **A. Service Support Fixed Route Supervisors:**

1. **Shake-Ups:** A period of time in which Service Supervisor shifts are considered vacant, and staff signs shifts in order of seniority.
  - a. **Shift Creation:** Staff and management will work together to create shifts for all Service Supervisors Shake-ups.
  - b. **Master Shake-Up:** There shall be two (2) Shake-ups a year to be effective in the months of March and September. A master Shake-up will also be conducted when any new shifts are added.
  - c. **Mini Shake-Up:** In the event one (1) or more existing Service Supervisor shifts becomes vacant, is deleted, or is modified by thirty (30) minutes or more and more than forty-five (45) calendar days remain prior to a master Shake-up, a mini Shake-up will be held with seniority below the affected shifts.
2. **Conducting Master and Mini Shake-Ups:**
  - a. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
  - b. Signing will begin twenty-four (24) hours after the seventh (7<sup>th</sup>) calendar day following the posting.
  - c. Shifts will begin two (2) weeks after posting.
  - d. Service Supervisors who will be unavailable during their sign-up time are expected to leave choices with their immediate supervisor or designee. If a Service Supervisor fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Representative or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
3. **Overtime:** The overtime rate at one and one half (1 ½) times the employee's regular rate of pay exclusive of any special or premium pay will be paid for time worked that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for the purposes of calculating overtime.

Service Supervisors can sign up to work overtime for any discipline for which they are qualified to perform the work. However, should the Employer believe that the employee is not qualified to perform said work or that the employee requires training due to changes in policies and/or procedures, the employee will be notified of such and will be provided an opportunity, within a reasonable amount of time, to receive the training needed to qualify them to perform said work.



B. **Working Conditions – Fixed Route Service Supervisors:**

1. **Seniority Privileges - Service Supervisor:** In making job assignments and assigning vacations, consideration with respect to the Service Supervisor and any new classes of similar and/or equivalent level will be given to an employee's seniority within their classification, provided that consideration may also be given to necessary training, replacement, break-in time, and job qualifications. Supervisors shall have consecutive days off whenever possible, except those who serve on the Supervisor Extra Board.
2. **Employees promoted** from the Service Supervisor classification to include Dispatch Coordinator, Communications Coordinator and Special Events Coordinator shall continue to accrue seniority as a Service Supervisor concurrent with the new classification.
3. **Overtime:** Overtime pay, at one and one-half (1 ½) times the supervisor's regular rate of pay, will be paid for work time that exceeds forty (40) hours paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes.
4. **Accident/Incident Reports:** Employees shall be paid at their regular hourly rate of pay for the time required to complete each accident/incident report.
5. **Extra Board:** Service Supervisors who bid to the Extra Board shall be guaranteed eighty (80) hours per pay period but will work a variety of full and partial shifts.
6. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager or designee at least one (1) hour prior to the start of their assigned shift at the designated contact number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager before 4:00 pm of the day before desiring to return to work.
7. **Vacation Leave:** Signed weeks of vacation that become available with at least fourteen (14) calendar days' notice, shall be offered first to supervisors on the wait list. If none of these employees elects to take the time off, the remaining supervisors will be notified in seniority order. In all cases, a maximum of five (5) working days will be allowed for response.
8. **Relief Service Supervisors:**
  - a. Employees who work in a relief capacity as Service Supervisors shall be paid at the first step of the Service Supervisor pay range until they have accumulated one thousand forty (1,040) hours in that capacity. After one thousand forty (1,040) hours as a Relief Supervisor, said employees will move to the second step of the Service Supervisor pay range. Subsequent step increases will occur after each two thousand eighty (2,080) hours worked in a relief capacity.
  - b. Time spent in a relief capacity shall count toward the employee's six (6) month probationary period.
  - c. The conditions of this section shall also apply to employees working as Relief Instructors and Relief Paratransit Dispatchers.

- C. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive 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. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. 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 and must remain available to perform all of the essential functions of the position.

## **ARTICLE 27 - WORKING CONDITIONS – INSTRUCTORS**

- A. **Overtime:** Overtime pay, at one and one-half times the employee's regular rate of pay, will be paid for work time that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes.
- B. **Sick Leave Notification:** Employees must contact their supervisor or designee at the designated phone number prior to the start of their assigned shift.
- C. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive 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. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. 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 and must remain available to perform all of the essential functions of the position.

## **ARTICLE 28 - WORKING CONDITIONS - FLEET MAINTENANCE**

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be paid for overtime at the rate of time and one-half the employee's regular hourly rate of pay with sick leave and leave without not counting as time worked for overtime purposes. The most cost-effective, productive solutions will be considered in assigning overtime.
  - 1. When overtime occurs because of a holiday or pre-planned project, work will be assigned to employees by:
    - a. shift
    - b. classification
    - c. regular work area (i.e. Inspection, Center Lane, etc.)
    - d. seniority

When seeking volunteers, the overtime work will first be offered by seniority to employees in the regular work area, classification, and shift. Should no qualified employees volunteer in the regular work area, volunteers will be sought by seniority in the classification. Should no qualified employees volunteer in the classification, volunteers will be sought by seniority from other classifications in the shift who are qualified to perform the work. Should there be no volunteers using this process, overtime will be mandatorily assigned per Article 28.B(2) below.

"Shift" for purposes of offering or assigning overtime, shall be defined as follows:

Day = Start on or after 2:00 AM and before 12:00 PM (noon)

Swing = Start on or after 12:00 PM (noon) and before 8:00 PM

Graveyard = Start on or after 8:00 PM and before 2:00 AM

The definition of "shift" as used in this section applies only to the assignment of overtime and has no bearing on Shift Differential Pay, which is described elsewhere in this Article.

2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 28.B(1), *i.e.* the least senior employee beginning in the regular work area, then classification (if no qualified employee is available in the regular work area), and then shift (if no qualified employee is available in the classification) where the overtime is worked.
  3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue. In the case where several employees meet these requirements, the Employer will follow classification seniority during the call-in process.
  4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.
- C. **Work Apparel:** The Employer shall supply employees with coveralls, uniforms and/or personal protective equipment on the basis of need. If the nature of the assignment shortens the useful life of these items, replacements shall be issued more frequently on a case by case basis. Employees assigned work where coveralls become more rapidly soiled shall receive coveralls more frequently than those on cleaner assignments. Raincoats and rain pants shall be provided to employees in the classifications of Laborer and Service Station Attendant if the individuals in these classifications should request one. Raincoats and rain pants will also be available to the remaining classifications in Fleet Maintenance upon request and with approval of the Employer on a case-by-case basis. Raincoats and rain pants will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats and rain pants must be turned in prior to the employee receiving a replacement.
- D. **Safety Glasses:** If the Employer mandates employees wear safety glasses in their work space or in connection with their regular job duties, appropriate eye wear/safety glasses will be provided by the Employer. If the employee requires prescription safety eyeglasses, the Employer will provide the employee with one (1) pair of prescription safety eyeglasses, including frames and prescription lenses, through a vendor and catalog selected by the Employer. Prescription safety eyeglasses rendered unusable in connection with an employee's job duties will be replaced by the Employer up to once per calendar year. Safety eyeglasses shall be worn by employees at all times in work areas designated by the Employer.
- E. **Tool Allowance:**
1. Effective January 1, 2018, regular employees in the classifications of Equipment Body Repairer, Machinist, Mechanic I, Journey Level Mechanic, Automotive Technician, Communication Technician I and Communication Technician II shall receive an annual tool allowance of four hundred dollars (\$400.00). This provision is not applicable to Apprentices.
  2. Effective January 1, 2018, regular employees in the classifications of Lead Mechanic and Upholsterer will receive an annual tool allowance of two hundred twenty five dollars (\$225.00).
  3. Tool allowance will be paid in February of each calendar year provided the employee:
    - a. worked at least one thousand forty (1,040) hours during the preceding twelve (12) months; and
    - b. is in a paid status on January 1; and
    - c. is still employed in an eligible classification on the date the allowance is paid.

F. **Tool Insurance:** The Employer will provide up to ten thousand dollars (\$10,000) of tool insurance for Fleet Maintenance employees in case of tool loss due to fire, earth movement or water damage or by a reported theft by forcible entry. Coverage for damaged or stolen toolboxes shall be determined on a case-by-case basis. Employees must file a complete tool inventory and pictures of the toolbox with the Senior Manager Maintenance. In order to be eligible to file a claim under the provisions of this section, the inventory must have been filed prior to the incident giving rise to the claim.

G. **Work Assignments:**

1. **Master Shake-Up:**

- a. There will be one (1) master shake-up per year, in which signing will begin no later than January 1, to take effect the first Sunday in February. This provision shall not apply to assignments in the component rebuild area.
- b. All shifts shall be declared vacant and employees will select work in accordance with classification seniority.
- c. A master shake-up will also be conducted in the event that new shifts are added and more than sixty (60) calendar days remain prior to an annual master shake-up.
- d. Component rebuild master shake-ups shall take place in odd numbered years and will be conducted in accordance with the provisions of F.1.b and F.1.c of this article. Primary bid assignments include the following categories of work:
  - 1) Farebox
  - 2) Engines
  - 3) Transmissions
  - 4) Other small components

Employees may be assigned to another area within component rebuild in the case of absence or workload demands.

Employees will be trained and given a reasonable time to demonstrate the ability to perform the duties of the positions bid. Employees who fail to demonstrate the ability to perform the duties of the positions bid within the time allotted will be returned to their former position.

2. **Mini Shake-Up:** A mini shake-up will be held for qualified employees in the event:

- a. One or more existing positions become vacant or are deleted, and more than sixty (60) calendar days remain prior to a master shake-up. The shake-up will be held for qualified employees with seniority below that of the employee last filling the vacant or deleted position(s).
- b. A new position is created and more than sixty (60) calendar days remain prior to a master shake-up. The shake-up will be held for qualified employees within the applicable job classification in order of seniority.

3. **Procedures for Conducting a Master or Mini Shake-Up:**

- a. Shifts will be posted for at least seven (7) calendar days prior to signing.
- b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.

- c. Signing may be done in person or via telephone.
  - d. Employees on leave or unavailable during the assigned shake-up signing time are expected to leave at least three (3) choices with a lead or designee. If the employee fails to sign during the allotted signing time and has left no choice that is available, the manager or designee, with assistance from the Union Representative or designee, will choose a shift and duties for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
  - e. A mini-shake-up shall take effect no later than seven (7) calendar days following completion of the signing process.
- H. **Meal Breaks:** Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees (*i.e.* starting on or after 12:00 PM (noon) and before 8:00 PM) with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- I. **Shift Differential Pay:** Employees in the classifications listed in Appendices B and F are eligible for differential pay when working during the following hours:
  - 1. 2:00 p.m. to 10:00 p.m. - Seventy-five cents (\$.75) per hour.
  - 2. 10:00 p.m. to 6:00 a.m. - Two dollars and fifty cents (\$2.50) per hour.

Employees whose work schedules begin on or after 6:00 a.m. and before 2:00 p.m. will not be eligible for any shift differential pay. 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 sole discretion of management.
- J. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay in the amount of one dollar (\$1.00) per hour in addition to the basic rate of pay for each full day worked as an acting assistant manager.
- K. **Clean-up time:** Shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.
- L. **Apprenticeship Program:** In the event the Employer elects to implement an apprenticeship program, the following conditions shall apply:
  - 1. **Tool Allowance:** Apprentices shall receive a tool allowance as follows:
    - a. Year 1: Fifty percent (50%) of the tool allowance as stated in Section D.1. and 2. of this Article, provided one thousand forty (1,040) hours have been served as an apprentice.
    - b. Year 2: Fifty percent (50%) of the tool allowance as stated in Section .D.1. and 2. of this Article.
    - c. Year 3: Seventy-five percent (75%) of the tool allowance as stated in Section D.1. and 2. of this Article.
    - d. Year 4: Seventy-five percent (75%) of the tool allowance as stated in Section .D.1. and 2. of this Article.

2. **Seniority:** When applicable, apprentices will continue to accrue Agency seniority as well as seniority in the previously held classification while participating in the program. In all other cases, the employee shall accrue only Agency seniority during the term of the apprenticeship.
3. **Placement:**
  - a. If there are no position vacancies available at the time employees complete their apprenticeships, employees shall be returned to their last classification and the appropriate wage rate. Employees will be assigned to any vacancy in their apprenticed trade that may occur, and they will be given first consideration for any regular positions that may become vacant.
  - b. If there is no position vacancy available for a Journey Level Mechanic, and if the apprentice Mechanic was not an employee at the time of selection for the apprenticeship program, the employee will be laid off, placed on a list for recall, and given first preference when the next regular Journey Level Mechanic position becomes vacant.
- M. **Travel Allowance:** The Employer will provide an Agency vehicle whenever travel is required out of the Employer's jurisdiction for training purposes. If no Agency vehicle is available, the employee will be compensated for the use of a personal vehicle at the prevailing IRS rate.
- N. **Temporary Job Assignments:**
  1. When temporary job assignments become available, the following will apply:
    - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
    - b. Temporary job assignments will not exceed ninety (90) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) calendar days must be agreed to by the Union.
    - c. Selection for temporary job assignments will be determined by the following criteria:
      - 1) From those signing, the most senior and technically qualified person to perform the temporary assignment duties will be selected.
      - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next person in seniority order will be selected.
    - d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
  2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.
- O. **Training Pay:** Journey Level Mechanics assigned to train a Mechanic I or an apprentice shall be paid an additional two dollars (\$2.00) per hour for each full hour that they work in such an assignment.
- P. **Certification Pay:** Upon completion of the probationary period, employees will be eligible for certification pay subject to the following parameters:
  1. An additional twenty-five cents (\$.25) per hour will be paid to Lead Mechanics, Machinists, Journey Level Mechanics, Automotive Technicians, Equipment Body Repairers, and Mechanic I's who obtain and retain advanced technical skills through an Employer pre-approved ASE

certification program. This pay shall be limited to a maximum of four (4) certifications/technical licenses per employee.

2. An additional two dollars (\$2.00) per hour will be paid to employees obtaining a Master Level certification through an Employer pre-approved ASE master-level program.
3. An additional twenty-five cents (\$.25) per hour will be paid to Communication Technician I's and Communication Technician II's who obtain and retain advanced technical skills through an Employer pre-approved Electronics Technicians Association (ETA) certification program. This pay shall be limited to an additional three dollars (\$3.00) per hour per employee.
4. It shall be the employee's responsibility to renew or otherwise keep current all certifications/technical licenses for which they are receiving this pay and regularly provide this information to the Employer.
5. This pay will be for all hours worked to include overtime; however, this shall not be changed by any overtime multiplier.

## **ARTICLE 29 - WORKING CONDITIONS - FACILITIES MAINTENANCE**

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be compensated for overtime at the rate of time and one-half the employee's regular hourly rate of pay with sick leave and leave without not counting as time worked for overtime purposes. The most cost-effective, productive solutions will be considered in assigning overtime.

1. When overtime occurs because of a holiday or pre-planned project, work will be assigned to employees by:
  - a. shift
  - b. classification
  - c. regular work area
  - d. seniority

When seeking volunteers, the overtime work will first be offered by seniority to employees in the regular work area, classification, and shift. Should no qualified employees volunteer in the regular work area, volunteers will be sought by seniority in the classification. Should no qualified employees volunteer in the classification, volunteers will be sought by seniority from other classifications in the shift who are qualified to perform the work. Should there be no volunteers using this process, overtime will be mandatorily assigned per Article 29.B(2) below.

"Shift" for purposes of offering or assigning overtime, shall be defined as follows:

Day = Start on or after 2:00 AM and before 12:00 PM (noon)

Swing = Start on or after 12:00 PM (noon) and before 8:00 PM

Graveyard = Start on or after 8:00 PM and before 2:00 AM

The definition of "shift" as used in this section applies only to the assignment of overtime and has no bearing on Shift Differential Pay, which is described elsewhere in this Article.

2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 29.B(1), *i.e.* the least senior employee beginning in the regular work area, then classification (if no qualified employee is available in the regular work area), and then shift (if no qualified employee is available in the classification) where the overtime is worked.
  3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue. In the case where several employees meet these requirements, the Employer will follow classification seniority during the call-in process.
  4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.
- C. **Work Apparel:** The Employer shall supply employees with coveralls, uniforms and/or personal protective equipment on the basis of need. If the nature of the assignment shortens the useful life of these items, replacements shall be issued more frequently on a case by case basis. Employees assigned work where coveralls become more rapidly soiled shall receive coveralls more frequently than those on cleaner assignments. Raincoats and rain pants shall be provided to employees in the classifications of Facilities Custodian I, Facilities Mechanic I, and Maintenance Mechanic if the individuals in these classifications should request one. Raincoats and rain pants will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats and rain pants must be turned in prior to the employee receiving a replacement.
- D. **Tool Allowance:**
1. Tool allowances will be paid in February provided the employee worked at least one thousand forty (1,040) hours during the preceding twelve (12) months and is still employed in an eligible classification on the date the allowance is paid, and is an employee in paid status on January 1.
  2. Effective January 1, 2018, regular employees in the classifications of Lead Maintenance Mechanic, Maintenance Mechanic and Facilities Mechanic I will receive a tool allowance of two hundred fifty dollars (\$250.00) on January 1 of each year, paid in February provided the employees meet the eligibility requirements specified in paragraph 1, above.
- E. **Tool Insurance:** The Employer will provide up to ten thousand dollars (\$10,000) of tool insurance for Facilities Maintenance employees in case of tool loss due to fire, earth movement or water damage, or by a reported theft by forcible entry. Coverage for damaged or stolen toolboxes shall be determined on a case-by-case basis. Employees must file a complete tool inventory and pictures of the toolbox with the Facilities Maintenance Manager. In order to be eligible to file a claim under the provisions of this section, the inventory must have been filed prior to the incident giving rise to the claim.
- F. **Shake-Ups**
1. **Master Shake-Up:**
    - a. Maintenance Mechanics and Facilities Mechanic I's
      - 1) Employees shall bid job assignments within their classifications, in order of seniority, in January of each year.
      - 2) Employees will be trained and given a reasonable time to demonstrate the ability to perform the duties of the positions bid. Employees who fail to



demonstrate the ability to perform the duties of the positions bid within the time allotted will be returned to their former position.

b. **Facilities Custodian I's**

Employees shall select route assignments, set by Management, in order of seniority, two (2) times per year in March and September. By virtue of selecting a route assignment, employees are choosing their hours of work and days off that they will maintain throughout the shake-up.

2. **Mini Shake-Up:** A mini shake-up will be held for qualified employees in the event:

- a. One or more existing positions become vacant or are deleted, and more than sixty (60) calendar days remain prior to a master shakeup. The shakeup will be held for qualified employees with seniority below that of the employee last filling the vacant or deleted position(s).
- b. A new position is created. The shake-up will be held for qualified employees within the applicable job classification in order of seniority.

3. **Procedures for Conducting a Master or Mini Shake-Up:**

- a. Shifts will be posted for at least seven (7) calendar days prior to signing.
- b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.
- c. Signing may be done in person or via telephone.
- d. Employees on leave or unavailable during the shake-up are expected to leave choices with a lead or designee or Union Representative.
- e. A mini-shake-up shall take effect no later than seven (7) calendar days following completion of the signing process.

G. **Meal Breaks:** Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees (i.e. starting on or after 12:00 p.m. (noon) and before 8:00 p.m.) with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.

H. **Shift Differential Pay:** Employees in the classifications listed in Appendix C are eligible for differential pay when working during the following hours:

- 1. 2:00 p.m. to 10:00 p.m. - Seventy-five cents (\$.75) per hour.
- 2. 10:00 p.m. to 6:00 a.m. - Two dollars and fifty cents (\$2.50) per hour.

Employees whose work schedules begin on or after 6:00 a.m. and before 2:00 p.m. will not be eligible for any shift differential pay. 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 sole discretion of management.

I. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay in the amount of one dollar (\$1.00) per hour in addition to the basic rate of pay for each full day worked as an acting assistant manager.

- J. **Clean-up time:** shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.
- K. **Travel Allowance:** The Employer will provide an Agency vehicle whenever travel is required out of the Employer's jurisdiction for training purposes. If no Agency vehicle is available, the employee will be compensated for the use of a personal vehicle at the prevailing IRS rate.
- L. **Temporary Job Assignments:**
1. When temporary job assignments become available, the following will apply:
    - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
    - b. Temporary job assignments will not exceed ninety (90) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) days must be agreed to by the Union. Selection for temporary job assignments will be determined by the following criteria:
      - 1) From those signing, the most senior and technically qualified person to perform the temporary assignment duties will be selected.
      - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next person in seniority order will be selected.
    - c. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
  2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.
- M. **Certification Pay:** Upon completion of the probationary period, employees will be eligible for certification pay subject to the following parameters:
1. An additional twenty-five cents (\$.25) per hour will be paid to Lead Maintenance Mechanics and Maintenance Mechanics who obtain and retain advanced technical skills through an Employer pre-approved certification program. This pay shall be limited to a maximum of four (4) certifications per employee.
  2. An additional two dollars (\$2.00) per hour will be paid to employees obtaining an Employer pre-approved professional/technical license(s).
  3. The combination of certification and licensing pay shall be limited to an additional three dollars (\$3.00) per hour per employee.
  4. It shall be the employee's responsibility to renew or otherwise keep current all certifications/technical licenses for which they are receiving this pay and regularly provide this information to the Employer.
  5. This pay will be for all hours worked to include overtime; however, this shall not be changed by any overtime multiplier.
  6. The Employer will post a list of Employer pre-approved advanced technical skills certifications and professional/technical licenses. This list may be modified periodically by the Employer, with a copy provided to the Union.

- N. **Crane Operator Certification:** Facilities Mechanic I's are required to obtain and maintain the Crane Operator Certification as an essential job function. Upon hire/promotion, during the probationary period, the employer will pay for the initial physician's medical certification appointment, substance abuse test, the initial classroom training time, and testing fee necessary for the employee to obtain the license. The employer will also provide transportation to and from the testing site(s). It shall be the employee's responsibility to renew or otherwise keep current this certification and provide this information to the Employer. The failure of an employee to maintain or keep current his or her certification will result in "performance probation," per the Pierce Transit Personnel Manual 2004.

## **ARTICLE 30 - WORKING CONDITIONS - FIXED ROUTE CUSTOMER SERVICE**

- A. **Customer Service Representatives** (CSR's) will be hired as CSR I's and will begin at the first step of the wage scale as outlined on Appendix E. They will move to the second (2<sup>nd</sup>) step upon successful completion of probation. Additional wage step increases will be received on an annual basis.
1. If performing satisfactorily two (2) years after completing probation, employee will advance to a CSR II position, moving to the third (3<sup>rd</sup>) step of the CSR II wage scale as outlined on Appendix E. Subsequent wage step increases will be received on an annual basis.
  2. Full-time and part-time CSRs will be treated as separate seniority groups for the purposes of job bidding.
- B. **Shake-Ups for Customer Service Representatives:**
1. **Master Shake-Up:** There will be two (2) shake-ups in each calendar year as close as practical to January and June. All shifts shall be declared vacant and CSR's shall select shifts in accordance with their seniority. In addition, a master shake-up will be conducted when any new shifts are added.
  2. **Mini Shake-Up:** In the event one (1) or more existing shifts become vacant, is deleted, or is modified by thirty (30) minutes or more from the posted range, and more than thirty (30) days remain prior to a master shake-up, a mini shake-up will be held for CSR's with seniority below the affected shifts.
- C. **Procedures for Conducting the Customer Services Representative Shake-Up:**
1. Shifts will be posted at Bus Shop locations at least seven (7) days prior to signing.
  2. Signing will begin twenty-four (24) hours after the seventh (7<sup>th</sup>) posted day and will not last any longer than one (1) day.
  3. Each CSR will be assigned a time to sign the shake-up.
  4. Signing may be done in person, by email, or by telephone.
  5. CSR's on leave and unavailable during their assigned times are expected to leave choices with the CSR supervisor or designee or the Union representative.
  6. The shake-up will begin one (1) week after signing.
- D. **Sick Leave Notification:** Employees must contact their supervisor one (1) hour prior to the start of their assigned shift to be placed on the sick board. An employee on the sick board wishing to return to work must notify their supervisor before 3:00 p.m. of the day before desiring to return to work.

- E. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive 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. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, CSR's scheduled to work on weekends are entitled to eat any time during their shift as work duties may permit. 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 and must remain available to perform all of the essential functions of a CSR.

## **ARTICLE 31 - WORKING CONDITIONS - WAREHOUSE**

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be compensated for overtime at the rate of time and one-half the employee's regular hourly rate of pay with sick leave and leave without not counting as time worked for overtime purposes.
1. Overtime will be offered to employees by:
    - a. Shift
    - b. Job classification
    - c. Seniority
  2. The Employer may require occasional mandatory overtime to meet departmental requirements. Assignments will be made in reverse order of seniority.
- C. **Work Apparel:** Upon hire, the Employer shall reimburse the employee up to the established limits for the purchase of the uniform appropriate for his/her classification and as specified in this section. Thereafter, the Employer shall reimburse employees annually for the purchase of new uniforms subject to established limits, except for jackets which will be reimbursed every even numbered year. Uniforms for employees in the classifications of Warehouse Technician I and II, Warehouse Assistant and Warehouse Courier consist of pants/jeans, shirts and jackets. Employees are responsible for maintaining their uniforms. Raincoats will be provided to employees in the classifications of Warehouse Technician I and II, Warehouse Assistant and Warehouse Courier. Raincoats will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats must be turned in prior to the issuance of a replacement. The Employer shall provide personal protective equipment on the basis of need. Replacements shall be issued no more often than once per year unless the nature of the assignment shortens the useful life of the item.
- D. **Shifts:** The swing shift shall be defined as any shift starting on or after 2:00 p.m. and before 10:00 p.m. The graveyard shift is defined as any shift beginning at/or after 10:00 p.m. and before 2:00 a.m. Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- E. **Shift Differential Pay:** Employees in the classifications listed in Appendix D are eligible for differential pay when working during the following hours
1. 2:00 p.m. to 10:00 p.m. – One dollar (\$1.00) per hour.

2. 10:00 p.m. to 6:00 a.m. – Two dollars and fifty cents (\$2.50) per hour effective January 1, 2018.

Employees with shifts beginning prior to 2:00 p.m. will not be eligible for any shift differential pay. 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 sole discretion of management.

F. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay in the amount of one dollar (\$1.00) per hour in addition to the basic rate of pay for each full day worked as an acting assistant manager.

G. **Clean-up time:** shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.

H. **Temporary Job Assignments:**

1. When temporary job assignments become available, the following will apply:

- a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
- b. Temporary job assignments will not exceed one hundred twenty (120) calendar days. Assignment extensions may be required for certain projects. Temporary assignments exceeding one hundred twenty (120) calendar days must be approved by the Union.
- c. Seniority and technical qualifications will be considered for temporary job assignment selection.
- d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.

2. Temporary job assignments of less than forty-five (45) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

I. **Shake-Ups:**

1. There will be one (1) shake-up in each calendar year as close to February as possible. The new schedule will begin on the Monday (or Tuesday if Monday is a holiday) following the end of the shake-up process.
2. Shifts will be posted in the Warehouse office at least seven (7) calendar days prior to signing.
3. Signing will begin the next business day after the seventh (7<sup>th</sup>) calendar day of posting and will not last any longer than three (3) working days.
4. Signing will be done in person and according to job classification and seniority.
5. Employees on leave and/or unavailable to sign, are expected to leave choices with the Warehouse Assistant Manager. If no choice is left or if the choice has already been signed, a shift will be selected for the employee by the Warehouse Assistant Manager and the Union Representative designee. Every effort will be made to choose a shift similar to the one the employee is currently working.

## **ARTICLE 32 – SURVEILLANCE, MONITORING, AND TRACKING TECHNOLOGY**

- A. **Authorized Purposes:** The primary purpose of Pierce Transit’s surveillance, monitoring, and vehicle and equipment tracking technology (*e.g.*, cameras on buses, CCTV at transit centers, vehicle tracking systems, etc.) is to enhance safety, security, and customer service for the public, employees, and Pierce Transit’s property. The Employer’s use of such technology may include:
1. Controlling and monitoring access to facilities and vehicles.
  2. Locating/tracking vehicles for safety and security purposes.
  3. Recording sounds and images in vehicles and in or around buildings for safety and security purposes. Whenever possible, employees will be notified in advance if surveillance will occur for safety or security reasons.
  4. Tracking and monitoring the use of Pierce Transit computers, phones, and other agency-issued equipment.
  5. Recording audio and video footage of vehicles, operators, and roadways through a fleet management technology package provided by a third-party vendor (*e.g.* Lytx, DriveCam, or similar vendor).
- B. **Limitations on Use:**
1. Cameras in vehicles will not be positioned in or on vehicles in such a manner as to directly record the employees when in their primary work areas, with exception for a fleet management technology package, including cameras, provided by a third-party vendor (*e.g.*, Lytx, DriveCam, or similar vendor) that is used in accordance with the terms and limitations of this Article. A third-party vendor’s fleet management technology package (*e.g.*, Lytx, DriveCam, or similar vendor) shall be limited to use when triggered by accidents, collisions, acceleration, sudden deceleration, hard braking, hard turning, or when manually triggered by an operator. The parties recognize that any present camera technology existing as of September 19, 2017 (*i.e.*, prior to installation of a third-party fleet management technology package), will not be aimed at an operator directly while in his/her seat, although parts of the operator may be captured in video of the fare box, as well as when the operator is out of his/her seat.
  2. For purposes outside of Article 32.A(1)-(5), whenever possible, employees will be notified in advance if surveillance for safety or security issues will occur.,
  3. Cameras in buildings, properties, or facilities will not be placed in locations in which employees have a reasonable expectation of privacy (*e.g.*, changing areas, locker rooms, and washrooms).
  4. Neither the Employer nor Public Safety will randomly review audio or video data nor review it for the purpose of discovering policy violations in the absence of a “Precipitating Event.” A Precipitating Event may include, but is not limited to: (1) a citizen, customer, or employee complaint; (2) an accident, injury, or incident; (3) a claim filed against Pierce Transit or one of its employees; (4) investigation of alleged misconduct or criminal activity; or (5) requests by a law enforcement agency or other state or federal agency.
  5. The Employer will review any event flagged for the Employer’s review by a third-party fleet management technology vendor (*e.g.*, Lytx, DriveCam, or similar vendor), or when manually triggered by an operator.

6. Review of video or audio data regarding a Precipitating Event, as per Paragraph 32.B(4), will be conducted by Pierce Transit's Public Safety personnel, at the request of the Employer and/or the union. Public Safety personnel will not review more of the audio or video than they determine is reasonably necessary to investigate the circumstances surrounding the Precipitating Event, and will only provide to the employee's management the portion of the audio or video determined to be relevant to the Precipitating Event, plus sixty (60) seconds before and sixty (60) seconds after the Precipitating Event. Additional material may be reviewed by management upon mutual agreement with the Union.
7. Review initiated by a Precipitating Event will be for the purpose of determining what actually happened, and an employee may be subject to coaching, counseling, or more serious discipline as a result. Any discipline resulting from review of audio or video recording must be related to the initial purpose of the review, limited in time by sixty (60) seconds before and sixty (60) seconds after a Precipitating Event (or, in the case of third-party fleet management technology, limited by eight (8) seconds before and four (4) seconds after a triggering event); however, discipline may also be issued if review of the data reveals misconduct, even if unrelated to the original purpose. Any such discipline shall be in accordance with the terms of this Agreement, consistent with progressive discipline principles (currently "Positive Performance Counseling"), unless individual circumstances merit otherwise, and subject to the for cause standard and grievance procedure, per Article 11. If the Employer reasonably believes that the audio or video may be used as evidence to support discipline, the Union President-Business Agent or designee(s) will be notified of such, and will be given an opportunity to review or obtain a copy of the audio and/or video prior to any *investigatory* meeting with the subject of the recording.
8. Other technology used by the Employer (*e.g.*, computer aided dispatch/automatic vehicle location) provides data on performance of vehicles, equipment, routes, and resource allocation. The Employer monitors this data for accuracy and efficiency purposes. The parties agree that the Employer will not randomly or routinely review such data solely for disciplinary reasons, or as part of targeted surveillance for "fishing." Auditing or inspecting data by the Employer shall be limited to legitimate business purposes (*i.e.*, accuracy, efficiency, etc.), therefore targeted surveillance, random review, or "fishing" in connection with an audit or inspection shall not be permitted. If the Employer reviews data for legitimate business purposes and the data reveals possible misconduct, the Employer may rely on the data to support discipline. If the Employer believes that such data reveals possible misconduct, such that it may be used to support discipline of a bargaining unit member, the Employer will notify the Union so that it may request a copy of such data. The parties agree that any such request will not be a basis for delaying an investigatory interview of an employee. Any such discipline shall be in accordance with the terms of this Agreement, consistent with progressive discipline principles (currently "Positive Performance Counseling"), unless individual circumstances merit otherwise, and subject to the for cause standard and grievance procedure, per Article 11.
9. Maintenance Employees properly testing fleet equipment in accordance with their regular duties shall be excused from any coaching or discipline resulting from a review of audio and video data flagged for review by a third-party fleet management technology package provided by a third-party vendor (*e.g.*, Lytx, DriveCam, or similar vendor).
10. With respect to a fleet management technology package provided by a third-party vendor (*e.g.*, Lytx, DriveCam, or similar vendor), audio and video data will not be set to be continually preserved. Instead, audio and video data will be preserved and reviewed only when

automatically triggered by the technology in response to triggering events (e.g., accidents, collisions, acceleration, sudden deceleration, hard braking, or hard turning). In addition, operators have the discretion to manually trigger audio and video data for review. The Employer agrees not to arbitrarily review said audio and video data. When audio and video data is automatically triggered by the technology or manually triggered by the operator, review by the Employer shall be limited to eight (8) seconds before and four (4) seconds following the triggering event. The Employer agrees to provide training to operators for the safe and efficient use of the technology. The primary purpose of the fleet management technology package shall be safety, training, and coaching; discipline may result only in accordance with the terms of Article 32.B(7).

- C. **Requests for Video or Audio Recordings:** The Employer will provide the Union with a form for use in making requests for copies of audio or video recordings involving Union members. The parties agree that any such request will not be a basis for delaying an investigatory interview of an employee.

If the Employer believes that information in audio or video recordings may be used to support a preventable accident ruling or to support discipline of a bargaining unit member, the Employer will provide a copy of the recording to the Union.

### **ARTICLE 33 - 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 34 - 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 Paid Sick Leave Bargaining** – In light of Initiative 1433, Washington's upcoming paid sick leave law, during the term of this Agreement, this Agreement may be reopened solely for purposes of bargaining changes to paid sick leave. Changes may include, but are not limited to, accrual, usage, carry-over, enforcement, discipline, cash-out, etc. Changes to other types of paid leave may be bargained only by mutual agreement of the parties. If either party desires to reopen this



Agreement, it will provide at least thirty (30) days' written notice to the other party.

### **ARTICLE 35 – TERMINATION**

**Term of Agreement:** This Agreement shall remain in full force and effect from July 1, 2017 through December 31, 2020 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.

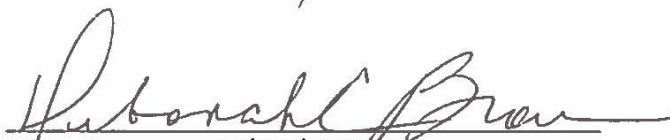
**COLLECTIVE BARGAINING AGREEMENT  
by and between  
PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY**

**and**

**AMALGAMATED TRANSIT UNION, LOCAL 758, AFL-CIO  
July 1, 2017 – December 31, 2020**

**FOR THE AMALGAMATED TRANSIT UNION, LOCAL 758:**


  
\_\_\_\_\_  
Isaac O. Tate  
President/Business Agent

  
\_\_\_\_\_  
Deborah Brown  
Financial Secretary/Treasurer

**FOR THE PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION:**

  
\_\_\_\_\_  
Kent Keel  
Board of Commissioners, Chair

  
\_\_\_\_\_  
Sue Dreier  
Chief Executive Officer

  
\_\_\_\_\_  
Deanne Jacobson  
Clerk of the Board

## **APPENDIX A: OPERATIONS JOB CLASSIFICATIONS AND WAGES**

APPENDIX A								
JOB CODE	CLASSIFICATION	EFF DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2932	TRANSIT OPERATOR TRAINEE	07/01/17	\$ 17.29					
		01/01/18	\$ 17.68					
		01/01/19	\$ 18.14					
		01/01/20	\$ 18.66					
2935	RELIEF TRANSIT OPERATOR	07/01/17	\$ 19.21	\$ 20.42	\$ 21.61	\$ 22.38		
		01/01/18	\$ 19.64	\$ 20.88	\$ 22.10	\$ 22.88		
		01/01/19	\$ 20.15	\$ 21.42	\$ 22.67	\$ 23.47		
		01/01/20	\$ 20.72	\$ 22.03	\$ 23.32	\$ 24.14		
2930	TRANSIT OPERATOR	07/01/17	\$ 23.20	\$ 23.88	\$ 24.65	\$ 26.07	\$ 29.44	
		01/01/18	\$ 23.72	\$ 24.42	\$ 25.20	\$ 26.66	\$ 30.10	
		01/01/19	\$ 24.34	\$ 25.05	\$ 25.86	\$ 27.35	\$ 30.88	
		01/01/20	\$ 25.03	\$ 25.76	\$ 26.60	\$ 28.13	\$ 31.76	
2940	SERVICE SUPERVISOR	07/01/17	\$ 32.08	\$ 33.04	\$ 34.00	\$ 35.00		
		01/01/18	\$ 32.80	\$ 33.78	\$ 34.77	\$ 35.79		
		01/01/19	\$ 33.65	\$ 34.66	\$ 35.67	\$ 36.72		
		01/01/20	\$ 34.61	\$ 35.65	\$ 36.69	\$ 37.77		
2760	SCHEDULER	07/01/17	\$ 32.23	\$ 33.62				
		01/01/18	\$ 32.96	\$ 34.38				
		01/01/19	\$ 33.82	\$ 35.27				
		01/01/20	\$ 34.78	\$ 36.28				
2710	SPECIALIZED TRANSPORTATION DISPATCHER	07/01/17	\$ 32.08	\$ 33.04	\$ 34.00	\$ 35.00		
		01/01/18	\$ 32.80	\$ 33.78	\$ 34.77	\$ 35.79		
		01/01/19	\$ 33.65	\$ 34.66	\$ 35.67	\$ 36.72		
		01/01/20	\$ 34.61	\$ 35.65	\$ 36.69	\$ 37.77		
2712	SPECIALIZED TRANSPORTATION ANALYST	07/01/17	\$ 32.08	\$ 33.04	\$ 34.00	\$ 35.00		
		01/01/18	\$ 32.80	\$ 33.78	\$ 34.77	\$ 35.79		
		01/01/19	\$ 33.65	\$ 34.66	\$ 35.67	\$ 36.72		
		01/01/20	\$ 34.61	\$ 35.65	\$ 36.69	\$ 37.77		
2850	INSTRUCTOR	07/01/17	\$ 32.08	\$ 33.04	\$ 34.00	\$ 35.00		
		01/01/18	\$ 32.80	\$ 33.78	\$ 34.77	\$ 35.79		
		01/01/19	\$ 33.65	\$ 34.66	\$ 35.67	\$ 36.72		
		01/01/20	\$ 34.61	\$ 35.65	\$ 36.69	\$ 37.77		
2942	SPECIAL EVENTS COORDINATOR	07/01/17	\$ 34.56	\$ 36.07				
		01/01/18	\$ 35.34	\$ 36.88				
		01/01/19	\$ 36.26	\$ 37.84				
		01/01/20	\$ 37.29	\$ 38.92				
2920	DISPATCH COORDINATOR	07/01/17	\$ 34.56	\$ 36.07				
		01/01/18	\$ 35.34	\$ 36.88				
		01/01/19	\$ 36.26	\$ 37.84				
		01/01/20	\$ 37.29	\$ 38.92				
2920	DISPATCH COORDINATOR (SHUTTLE)	07/01/17	\$ 34.56	\$ 36.07				
		01/01/18	\$ 35.34	\$ 36.88				
		01/01/19	\$ 36.26	\$ 37.84				
		01/01/20	\$ 37.29	\$ 38.92				
2925	COMMUNICATIONS COORDINATOR	07/01/17	\$ 34.56	\$ 36.07				
		01/01/18	\$ 35.34	\$ 36.88				
		01/01/19	\$ 36.26	\$ 37.84				
		01/01/20	\$ 37.29	\$ 38.92				
2926	COMMUNICATIONS CONTROLLER	07/01/17	\$ 34.56	\$ 36.07				
		01/01/18	\$ 35.34	\$ 36.88				
		01/01/19	\$ 36.26	\$ 37.84				
		01/01/20	\$ 37.29	\$ 38.92				
2927	SERVICE IMPACTS SUPERVISOR	07/01/17	\$ 34.56	\$ 36.07				
		01/01/18	\$ 35.34	\$ 36.88				
		01/01/19	\$ 36.26	\$ 37.84				
		01/01/20	\$ 37.29	\$ 38.92				
See Article 15, Section A, paragraph 2 for a description of step increases.								

## **APPENDIX B: FLEET MAINTENANCE JOB CLASSIFICATIONS AND WAGES**

APPENDIX B								
JOB CODE	CLASSIFICATION	EFF DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2950	VEHICLE CUSTODIAN (Hired PRIOR to 7/1/96)	07/01/17	\$ 21.19	\$ 21.92	\$ 22.78			
		01/01/18	\$ 21.67	\$ 22.41	\$ 23.29			
		01/01/19	\$ 22.23	\$ 22.99	\$ 23.90			
		01/01/20	\$ 22.86	\$ 23.65	\$ 24.58			
2950	VEHICLE CUSTODIAN (Hired ON or AFTER 7/1/96)	07/01/17	\$ 18.14	\$ 18.89	\$ 19.61	\$ 20.42		
		01/01/18	\$ 18.55	\$ 19.32	\$ 20.05	\$ 20.88		
		01/01/19	\$ 19.03	\$ 19.82	\$ 20.57	\$ 21.42		
		01/01/20	\$ 19.57	\$ 20.38	\$ 21.16	\$ 22.03		
2730	SERVICE STATION ATTENDANT (HIRED PRIOR to 7/01/96)	07/01/17	\$ 23.33	\$ 24.61	\$ 25.91			
		01/01/18	\$ 23.85	\$ 25.16	\$ 26.49			
		01/01/19	\$ 24.47	\$ 25.81	\$ 27.18			
		01/01/20	\$ 25.17	\$ 26.55	\$ 27.95			
2730	SERVICE STATION ATTENDANT (HIRED ON or AFTER 7/01/96)	07/01/17	\$ 19.54	\$ 20.75	\$ 21.91	\$ 22.73		
		01/01/18	\$ 19.98	\$ 21.22	\$ 22.40	\$ 23.24		
		01/01/19	\$ 20.50	\$ 21.77	\$ 22.98	\$ 23.84		
		01/01/20	\$ 21.08	\$ 22.39	\$ 23.63	\$ 24.52		
2690	UPHOLSTERER	07/01/17	\$ 27.04	\$ 28.18	\$ 29.32	\$ 30.36		
		01/01/18	\$ 27.65	\$ 28.81	\$ 29.98	\$ 31.04		
		01/01/19	\$ 28.37	\$ 29.56	\$ 30.76	\$ 31.85		
		01/01/20	\$ 29.18	\$ 30.40	\$ 31.64	\$ 32.76		
2800	MECHANIC I	07/01/17	\$ 24.72	\$ 26.11	\$ 27.51	\$ 28.94	\$ 30.39	
		01/01/18	\$ 25.28	\$ 26.70	\$ 28.13	\$ 29.59	\$ 31.07	
		01/01/19	\$ 25.94	\$ 27.39	\$ 28.86	\$ 30.36	\$ 31.88	
		01/01/20	\$ 26.68	\$ 28.17	\$ 29.68	\$ 31.23	\$ 32.79	
2790	JOURNEY LEVEL MECHANIC	07/01/17	\$ 30.79	\$ 32.01	\$ 33.28	\$ 34.94		
		01/01/18	\$ 31.48	\$ 32.73	\$ 34.03	\$ 35.73		
		01/01/19	\$ 32.30	\$ 33.58	\$ 34.91	\$ 36.66		
		01/01/20	\$ 33.22	\$ 34.54	\$ 35.90	\$ 37.70		
2970	AUTOMOTIVE TECHNICIAN	07/01/17	\$ 29.57	\$ 30.79	\$ 32.01	\$ 33.28	\$ 34.94	
		01/01/18	\$ 30.24	\$ 31.48	\$ 32.73	\$ 34.03	\$ 35.73	
		01/01/19	\$ 31.03	\$ 32.30	\$ 33.58	\$ 34.91	\$ 36.66	
		01/01/20	\$ 31.91	\$ 33.22	\$ 34.54	\$ 35.90	\$ 37.70	
2780	LEAD MECHANIC	07/01/17	\$ 32.52	\$ 34.11	\$ 35.80	\$ 37.59		
		01/01/18	\$ 33.25	\$ 34.88	\$ 36.61	\$ 38.44		
		01/01/19	\$ 34.11	\$ 35.79	\$ 37.56	\$ 39.44		
		01/01/20	\$ 35.08	\$ 36.81	\$ 38.63	\$ 40.56		
2830	MACHINIST	07/01/17	\$ 29.57	\$ 30.79	\$ 32.01	\$ 33.28	\$ 34.94	
		01/01/18	\$ 30.24	\$ 31.48	\$ 32.73	\$ 34.03	\$ 35.73	
		01/01/19	\$ 31.03	\$ 32.30	\$ 33.58	\$ 34.91	\$ 36.66	
		01/01/20	\$ 31.91	\$ 33.22	\$ 34.54	\$ 35.90	\$ 37.70	
2860	EQUIPMENT BODY REPAIRER	07/01/17	\$ 29.57	\$ 30.79	\$ 32.01	\$ 33.28	\$ 34.94	
		01/01/18	\$ 30.24	\$ 31.48	\$ 32.73	\$ 34.03	\$ 35.73	
		01/01/19	\$ 31.03	\$ 32.30	\$ 33.58	\$ 34.91	\$ 36.66	
		01/01/20	\$ 31.91	\$ 33.22	\$ 34.54	\$ 35.90	\$ 37.70	
3010	COMMUNICATION TECHNICIAN I	07/01/17	\$ 31.19	\$ 32.90	\$ 34.71	\$ 36.61	\$ 38.44	
		01/01/18	\$ 31.89	\$ 33.64	\$ 35.49	\$ 37.43	\$ 39.30	
		01/01/19	\$ 32.72	\$ 34.51	\$ 36.41	\$ 38.40	\$ 40.32	
		01/01/20	\$ 33.65	\$ 35.49	\$ 37.45	\$ 39.49	\$ 41.47	
3020	COMMUNICATION TECHNICIAN II	07/01/17	\$ 33.44	\$ 35.26	\$ 37.17	\$ 39.18	\$ 41.15	
		01/01/18	\$ 34.19	\$ 36.05	\$ 38.01	\$ 40.06	\$ 42.08	
		01/01/19	\$ 35.08	\$ 36.99	\$ 39.00	\$ 41.10	\$ 43.17	
		01/01/20	\$ 36.08	\$ 38.04	\$ 40.11	\$ 42.47	\$ 44.40	
2840	LABORER	07/01/17	\$ 16.10	\$ 17.27	\$ 18.14	\$ 19.72		
		01/01/18	\$ 16.46	\$ 17.66	\$ 18.55	\$ 20.16		
		01/01/19	\$ 16.89	\$ 18.12	\$ 19.03	\$ 20.68		
		01/01/20	\$ 17.37	\$ 18.64	\$ 19.57	\$ 21.27		
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 28, Section H. See Article 15, Section A., paragraph 2 for a description of step increases.								

## **APPENDIX C: FACILITIES MAINTENANCE JOB CLASSIFICATIONS AND WAGES**

<b>APPENDIX C</b>							
JOB CODE CLASSIFICATION	EFF DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2810 MAINTENANCE MECHANIC	07/01/17	\$ 27.04	\$ 28.18	\$ 29.32	\$ 30.36	\$ 31.88	
	01/01/18	\$ 27.65	\$ 28.81	\$ 29.98	\$ 31.04	\$ 32.60	
	01/01/19	\$ 28.37	\$ 29.56	\$ 30.76	\$ 31.85	\$ 33.45	
	01/01/20	\$ 29.18	\$ 30.40	\$ 31.64	\$ 32.76	\$ 34.40	
2820 LEAD MAINTENANCE MECHANIC	07/01/17	\$ 30.90	\$ 32.51	\$ 34.17	\$ 35.88		
	01/01/18	\$ 31.60	\$ 33.24	\$ 34.94	\$ 36.69		
	01/01/19	\$ 32.42	\$ 34.10	\$ 35.85	\$ 37.64		
	01/01/20	\$ 33.34	\$ 35.07	\$ 36.87	\$ 38.71		
2961 FACILITIES CUSTODIAN I	07/01/17	\$ 15.48	\$ 16.67	\$ 17.54	\$ 19.11		
	01/01/18	\$ 15.83	\$ 17.05	\$ 17.93	\$ 19.54		
	01/01/19	\$ 16.24	\$ 17.49	\$ 18.40	\$ 20.05		
	01/01/20	\$ 16.70	\$ 17.99	\$ 18.92	\$ 20.62		
2960 FACILITIES MECHANIC I (Hired PRIOR to 07/01/96)	07/01/17	\$ 21.19	\$ 21.92	\$ 22.78			
	01/01/18	\$ 21.67	\$ 22.41	\$ 23.29			
	01/01/19	\$ 22.23	\$ 22.99	\$ 23.90			
	01/01/20	\$ 22.86	\$ 23.65	\$ 24.58			
2960 FACILITIES MECHANIC I (Hired ON or AFTER 07/01/96)	07/01/17	\$ 18.14	\$ 18.89	\$ 19.61	\$ 20.42		
	01/01/18	\$ 18.55	\$ 19.32	\$ 20.05	\$ 20.88		
	01/01/19	\$ 19.03	\$ 19.82	\$ 20.57	\$ 21.42		
	01/01/20	\$ 19.57	\$ 20.38	\$ 21.16	\$ 22.03		
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 29, Section H. See Article 15, Section A., paragraph 2 for a description of step increases.							

## **APPENDIX D: WAREHOUSE JOB CLASSIFICATIONS AND WAGES**

<b>APPENDIX D</b>							
JOB CODE CLASSIFICATION	EFF DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2680 WAREHOUSE TECHNICIAN I	07/01/17	\$ 24.02	\$ 25.13	\$ 26.26	\$ 27.39	\$ 28.44	
	01/01/18	\$ 24.56	\$ 25.70	\$ 26.85	\$ 28.01	\$ 29.08	
	01/01/19	\$ 25.20	\$ 26.37	\$ 27.55	\$ 28.74	\$ 29.84	
	01/01/20	\$ 25.92	\$ 27.12	\$ 28.34	\$ 29.56	\$ 30.69	
2670 WAREHOUSE TECHNICIAN II	07/01/17	\$ 25.50	\$ 26.78	\$ 28.10	\$ 29.36	\$ 30.64	
	01/01/18	\$ 26.07	\$ 27.38	\$ 28.73	\$ 30.02	\$ 31.33	
	01/01/19	\$ 26.75	\$ 28.09	\$ 29.48	\$ 30.80	\$ 32.14	
	01/01/20	\$ 27.51	\$ 28.89	\$ 30.32	\$ 31.68	\$ 33.06	
2845 WAREHOUSE COURIER	07/01/17	\$ 18.32	\$ 19.22	\$ 20.14	\$ 21.15		
	01/01/18	\$ 18.73	\$ 19.65	\$ 20.59	\$ 21.63		
	01/01/19	\$ 19.22	\$ 20.16	\$ 21.13	\$ 22.19		
	01/01/20	\$ 19.77	\$ 20.73	\$ 21.73	\$ 22.82		
2685 WAREHOUSE ASSISTANT	07/01/17	\$ 20.94	\$ 21.99	\$ 23.04	\$ 24.34		
	01/01/18	\$ 21.41	\$ 22.48	\$ 23.56	\$ 24.89		
	01/01/19	\$ 21.97	\$ 23.06	\$ 24.17	\$ 25.54		
	01/01/20	\$ 22.60	\$ 23.72	\$ 24.86	\$ 26.27		
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 31, Section E. See Article 15, Section A., paragraph 2 for a description of step increases.							

## APPENDIX E: ADMINISTRATIVE JOB CLASSIFICATIONS AND WAGES

APPENDIX E								
JOB CODE	CLASSIFICATION	EFF DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2890	CLERICAL ASSISTANT	07/01/17	\$ 15.56	\$ 16.18	\$ 16.78	\$ 17.33	\$ 17.99	\$ 19.92
		01/01/18	\$ 15.91	\$ 16.54	\$ 17.16	\$ 17.72	\$ 18.39	\$ 20.37
		01/01/19	\$ 16.32	\$ 16.97	\$ 17.61	\$ 18.18	\$ 18.87	\$ 20.90
		01/01/20	\$ 16.79	\$ 17.45	\$ 18.11	\$ 18.70	\$ 19.41	\$ 21.50
2880	ADMINISTRATIVE SPECIALIST I	07/01/17	\$ 18.36	\$ 18.96	\$ 19.59	\$ 20.31	\$ 20.97	\$ 22.19
		01/01/18	\$ 18.77	\$ 19.39	\$ 20.03	\$ 20.77	\$ 21.44	\$ 22.69
		01/01/19	\$ 19.26	\$ 19.89	\$ 20.55	\$ 21.31	\$ 22.00	\$ 23.28
		01/01/20	\$ 19.81	\$ 20.46	\$ 21.14	\$ 21.92	\$ 22.63	\$ 23.94
2750	ADMINISTRATIVE SPECIALIST II	07/01/17	\$ 19.87	\$ 20.57	\$ 21.29	\$ 22.03	\$ 22.71	\$ 24.43
		01/01/18	\$ 20.32	\$ 21.03	\$ 21.77	\$ 22.53	\$ 23.22	\$ 24.98
		01/01/19	\$ 20.85	\$ 21.58	\$ 22.34	\$ 23.12	\$ 23.82	\$ 25.63
		01/01/20	\$ 21.44	\$ 22.20	\$ 22.98	\$ 23.78	\$ 24.50	\$ 26.36
2770/2771	CUSTOMER SERVICE REPRESENTATIVE I (FIXED ROUTE)	07/01/17	\$ 18.36	\$ 18.96	\$ 19.59	\$ 20.31	\$ 20.97	\$ 21.65
		01/01/18	\$ 18.77	\$ 19.39	\$ 20.03	\$ 20.77	\$ 21.44	\$ 22.14
		01/01/19	\$ 19.26	\$ 19.89	\$ 20.55	\$ 21.31	\$ 22.00	\$ 22.72
		01/01/20	\$ 19.81	\$ 20.46	\$ 21.14	\$ 21.92	\$ 22.63	\$ 23.37
2775/2761	CUSTOMER SERVICES REPRESENTATIVE II (FIXED ROUTE)	07/01/17	\$ 18.93	\$ 19.59	\$ 20.24	\$ 21.00	\$ 21.65	\$ 22.94
		01/01/18	\$ 19.36	\$ 20.03	\$ 20.70	\$ 21.47	\$ 22.14	\$ 23.46
		01/01/19	\$ 19.86	\$ 20.55	\$ 21.24	\$ 22.03	\$ 22.72	\$ 24.07
		01/01/20	\$ 20.43	\$ 21.14	\$ 21.85	\$ 22.66	\$ 23.37	\$ 24.76
2774	LEAD CUSTOMER SERVICES REPRESENTATIVE	07/01/17	\$ 22.98	\$ 23.61	\$ 24.92			
		01/01/18	\$ 23.50	\$ 24.14	\$ 25.48			
		01/01/19	\$ 24.11	\$ 24.77	\$ 26.14			
		01/01/20	\$ 24.80	\$ 25.48	\$ 26.88			
2773	MARKETING SERVICES REPRESENTATIVE	07/01/17	\$ 19.87	\$ 20.53	\$ 21.21	\$ 21.92	\$ 22.60	\$ 23.88
		01/01/18	\$ 20.32	\$ 20.99	\$ 21.69	\$ 22.41	\$ 23.11	\$ 24.42
		01/01/19	\$ 20.85	\$ 21.54	\$ 22.25	\$ 22.99	\$ 23.71	\$ 25.05
		01/01/20	\$ 21.44	\$ 22.15	\$ 22.88	\$ 23.65	\$ 24.39	\$ 25.76
2772	TRAVEL TRAINER	07/01/17	\$ 20.81	\$ 21.61	\$ 22.39	\$ 22.98	\$ 23.62	\$ 24.92
		01/01/18	\$ 21.28	\$ 22.10	\$ 22.89	\$ 23.50	\$ 24.15	\$ 25.48
		01/01/19	\$ 21.83	\$ 22.67	\$ 23.49	\$ 24.11	\$ 24.78	\$ 26.14
		01/01/20	\$ 22.45	\$ 23.32	\$ 24.16	\$ 24.80	\$ 25.49	\$ 26.88
2775/2761	CUSTOMER SERVICES REPRESENTATIVE II (SHUTTLE)	07/01/17	\$ 18.93	\$ 19.59	\$ 20.24	\$ 21.00	\$ 21.65	\$ 22.94
		01/01/18	\$ 19.36	\$ 20.03	\$ 20.70	\$ 21.47	\$ 22.14	\$ 23.46
		01/01/19	\$ 19.86	\$ 20.55	\$ 21.24	\$ 22.03	\$ 22.72	\$ 24.07
		01/01/20	\$ 20.43	\$ 21.14	\$ 21.85	\$ 22.66	\$ 23.37	\$ 24.76
2870/2872	DATA SPECIALIST	07/01/17	\$ 19.01	\$ 19.78	\$ 20.53	\$ 21.32	\$ 22.10	\$ 23.58
		01/01/18	\$ 19.44	\$ 20.23	\$ 20.99	\$ 21.80	\$ 22.60	\$ 24.11
		01/01/19	\$ 19.95	\$ 20.76	\$ 21.54	\$ 22.37	\$ 23.19	\$ 24.74
		01/01/20	\$ 20.52	\$ 21.35	\$ 22.15	\$ 23.01	\$ 23.85	\$ 25.45
2868	SERVICE QUALITY SPECIALIST	07/01/17	\$ 19.87	\$ 20.57	\$ 21.29	\$ 22.03	\$ 22.71	\$ 24.18
		01/01/18	\$ 20.32	\$ 21.03	\$ 21.77	\$ 22.53	\$ 23.22	\$ 24.72
		01/01/19	\$ 20.85	\$ 21.58	\$ 22.34	\$ 23.12	\$ 23.82	\$ 25.36
		01/01/20	\$ 21.44	\$ 22.20	\$ 22.98	\$ 23.78	\$ 24.50	\$ 26.08
2990	ACCOUNT CLERK	07/01/17	\$ 21.11	\$ 21.89	\$ 22.66	\$ 23.45	\$ 24.34	\$ 25.75
		01/01/18	\$ 21.58	\$ 22.38	\$ 23.17	\$ 23.98	\$ 24.89	\$ 26.33
		01/01/19	\$ 22.14	\$ 22.96	\$ 23.77	\$ 24.60	\$ 25.54	\$ 27.01
		01/01/20	\$ 22.77	\$ 23.61	\$ 24.45	\$ 25.30	\$ 26.27	\$ 27.78
2980	ACCOUNTANT I	07/01/17	\$ 23.79	\$ 24.87	\$ 25.97	\$ 27.00	\$ 28.11	\$ 29.31
		01/01/18	\$ 24.33	\$ 25.43	\$ 26.55	\$ 27.61	\$ 28.74	\$ 29.97
		01/01/19	\$ 24.96	\$ 26.09	\$ 27.24	\$ 28.33	\$ 29.49	\$ 30.75
		01/01/20	\$ 25.67	\$ 26.83	\$ 28.02	\$ 29.14	\$ 30.33	\$ 31.63
2985	PAYROLL SPECIALIST	07/01/17	\$ 23.79	\$ 24.87	\$ 25.97	\$ 27.00	\$ 28.11	\$ 29.31
		01/01/18	\$ 24.33	\$ 25.43	\$ 26.55	\$ 27.61	\$ 28.74	\$ 29.97
		01/01/19	\$ 24.96	\$ 26.09	\$ 27.24	\$ 28.33	\$ 29.49	\$ 30.75
		01/01/20	\$ 25.67	\$ 26.83	\$ 28.02	\$ 29.14	\$ 30.33	\$ 31.63
See Article 15, Section A., paragraph 2. for a description of step increases.								

## **APPENDIX F: APPRENTICE MECHANIC JOB CLASSIFICATIONS AND WAGES**

APPENDIX F							
JOB CODE	CLASSIFICATION	EFF DATE	STEP 1	STEP 2	STEP 3	STEP 4	
2653	APPRENTICE DIESEL MECHANIC	07/01/17	\$ 24.64	\$ 26.17	\$ 27.72	\$ 29.25	
		01/01/18	\$ 25.19	\$ 26.76	\$ 28.34	\$ 29.91	
		01/01/19	\$ 25.84	\$ 27.46	\$ 29.08	\$ 30.69	
		01/01/20	\$ 26.58	\$ 28.24	\$ 29.91	\$ 31.56	
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 28, Section H.							
See Article 15, Section A., paragraph 7. for a description of step increases.							

## MEMORANDUM OF AGREEMENT – SERVICE IMPACTS SUPERVISOR

### Service Impacts Supervisor

- Upon contract ratification, Pierce Transit will create a new, permanent classification in the bargaining unit, named "Service Impacts Supervisor."
- Pierce Transit will recruit internally within the bargaining unit, selecting the most qualified candidate.
- The annual rate of pay for this new position shall be set at appx. \$2,200 higher (2017 rate of \$35.62) than the current Service Supervisor classification (job code 2940). This pay increase will be applied when the position is permanently staffed following the internal recruitment process.

Other sections of related Articles may remain open for negotiation.

Signed by the parties on September 19, 2017.



Peter Altman, on behalf of Pierce Transit



Isaac Tate, on behalf of ATU Local 758



# **MEMORANDUM OF AGREEMENT – COMMUNICATIONS CONTROLLER PILOT PROGRAM**



## **Pierce Transit to ATU Local 758 October 3, 2017 Proposal re: Communications Controller Pilot Program**

Pierce Transit ("PT") and the Amalgamated Transit Union Local 758 ("Union") have a mutual interest in establishing a separate job classification for employees who perform the work currently done by Service Supervisors in the PT Communications Center ("Comm Center"). As such, the parties have discussed and agree to the following Pilot Program:

1. **Period of the Pilot Program:** Upon signing of the successor collective bargaining agreement between PT and ATU Local 758 ("CBA") for 2017 and beyond, PT will commence the implementation process for this Pilot Program. The parties agree to meet periodically as needed to discuss and address issues which may arise as a result of the implementation of this Pilot Program. PT will perform a final assessment of the Pilot Program's effectiveness by no later than June 30, 2020, and notify the Union of its intent to adopt or discontinue the separate Communications Controller job classification.
2. **Communication Controller job classification:** For the purpose of this Pilot Program, the positions performing the work, as assigned by management, of the Comm Center will be called Communications Controllers ("Comm Controllers"). A job classification description will be developed by Employee Services to include duties, responsibilities and qualification requirements.
3. **Comm Controller salary:** For the duration of the Pilot Program, the Communications Controllers will be paid at the rate equal to the Communications Coordinator listed in Appendix A of the CBA.
4. **Number of Comm Controllers:** For the purpose of implementing this Pilot Program, PT management proposes, but is not limited to, a staffing level of eleven (11) scheduled Comm Controller positions and one (1) extra board Comm Controller position. Management retains the right to determine the number of full time equivalent (FTE) positions needed to cover the work of the Comm Center.
5. **Filling the initial twelve (12) positions:** The following will be used in filling the initial twelve (12) positions proposed for the Comm Controller classification:
  - a. **Grandfathering** – PT management will ask current Service Supervisors who have worked in the Comm Center for the last two (2) consecutive years if they wish to continue working in the Comm Center and be grandfathered into the new Comm Controller classification.  
In addition, employees who are not currently working in the Comm Center but have worked at least three (3) of the last four (4) years in the Comm Center will also be considered for grandfathering. Calculation of the cumulative time worked shall

include time served in the Comm Center as an Extra Board Service Supervisor within the last four (4) years.

- b. **Recruitment and selection** – If not all Comm Controller positions have been filled once the grandfathered Comm Controllers have been identified, PT will recruit and select employees to fill the remaining Comm Controller positions through an internal competitive process open to all Service Supervisors. If an insufficient number of qualified candidates apply for this internal recruitment amongst the Service Supervisors, the parties will meet to determine an alternative to filling all the Comm Controller positions.

**6. Training:**

- a. Service Supervisors who are currently working in the Comm Center and who elect to remain as grandfathered Comm Controllers will not be required to complete additional training.
- b. Comm Controllers hired through a recruitment process who have never worked in the Comm Center or who have not worked in the Comm Center in the last two (2) years will be required to complete and pass a training program.
- c. Comm Controllers hired who have successfully worked in the Comm Center within the last two (2) years will be provided training as needed to help them be successful as Comm Controllers.

**7. Probationary period:**

- a. Service Supervisors who are currently working in the Comm Center and who elect to remain as grandfathered Comm Controllers will not be required to complete a promotional probationary period.
- b. Comm Controllers hired through a recruitment process or promoted from the Relief Comm Controller program will be required to successfully complete a promotional probationary period per Article 10.D of the CBA.

**8. Seniority of Comm Controllers:** The following adds to or clarifies Article 12.A.2 of the CBA with regard to classification seniority for employees in the Comm Controller classification:

- a. Classification seniority:
  - i. For each Service Supervisor who is grandfathered into the Comm Controller position, his/her Comm Controller seniority shall be the seniority he/she accumulated as a Service Supervisor.
  - ii. For employees who are hired for the Comm Controller positions through a recruitment process or who are promoted from the Relief Comm Controller program, the date of their hire/promotion into the Comm Controller classification shall be their classification seniority date. If more than one Comm Controller is hired on the same date from the Service Supervisor classification, the employees' Service Supervisor seniority shall determine the priority of their seniority in the Comm Controller classification. If more than one Comm Controller is hired on the same date from more than one job

classification, the employee promoted from the higher paying job classification shall have seniority priority.

- b. Concurrent seniority accrual – Article 12.A.2.b will be modified as follows:

*"Employees promoted to the position of Communications Controller, Service Supervisor, Instructor, Dispatch Coordinator, Specialized Transportation Dispatcher, Communications Coordinator or Special Events Coordinator shall continue to accrue seniority in the position from which they were promoted concurrent with service in the new classification."*

9. **Shake-up signing:** Comm Controllers will have two (2) shake-ups per year to be effective in the months of March and September. Shake-up procedures will be similar to that used by the Service Supervisors as outlined in Article 26 of the CBA (as revised and agreed to by the parties on June 7, 2017).
10. **Vacation selection:** One (1) vacation slot will be open for Comm Controllers to sign during vacation signing. Additional vacation requests will be considered by management on a case-by-case basis.
11. **Creation and filling Relief Comm Controller program:** PT management shall determine the number of Relief Comm Controllers needed. For the duration of the Pilot Program, only employees from the Service Supervisor classification or Relief Service Supervisors will be eligible to apply for the Relief Comm Controller program. For the duration of the Pilot Program, Relief Comm Controllers will be required to pass training and be qualified to work in the Comm Center and all Service Supervisor disciplines (Dispatch and Field). Additionally, Relief Supervisor Supervisors will continue to be required to pass training in Dispatch, Field and Comm Center.
12. **Assignment of open work:** Open work will be filled by the extra board Comm Controller. If there is still open work, it will be assigned to Relief Comm Controller(s).
13. **Filling future Comm Controller vacancies:** After the initial twelve (12) Comm Controller positions have been filled, if a regular Comm Controller vacancy occurs and management decides to fill the vacancy, the most senior Relief Comm Controller will be promoted to Comm Controller per established practice. All provisions regarding probationary period shall apply. If there is a regular Comm Controller position vacant, and there is no Relief Comm Controller in the Relief Comm Controller program, the position will be filled through a competitive recruitment process.
14. **One time voluntary bump back during Pilot Program:** The intent of this Pilot Program to test the effectiveness of establishing a separate Comm Controller job classification where qualified employees would remain in the job on a permanent basis. However, during our trial period, the parties recognize that changes may be unavoidable. Therefore, during and only during the Pilot Program, employees selected to fill one (1) of the initial twelve (12) positions



will have one (1) opportunity to "bump" back to the job classification they held immediately prior to the promotion to Comm Controller.

- a. **Bump back procedures:** The employee wishing to bump back to his/her prior job classification shall notify management of his/her election in writing at least thirty (30) calendar days prior to the posting of the next shake-up for Comm Controllers and Service Supervisors. Management shall provide written acknowledgement of receipt of the employee's bump back election. The employee will be eligible to sign in the next shake-up signing following their written bump back notice to management. Signing will be done by order of seniority based on the employee's cumulative seniority per Section 8.b of this Agreement.
- b. **Return to Comm Center:** Once an employee has exercised their one-time bump back opportunity, they may only return to work in the Comm Center when selected to fill a regular vacancy as outlined in Section 13 of this Agreement.

**15. Termination of Pilot Program:** PT may terminate the Pilot Program at the end of any shake-up. If the Pilot Program is to be terminated, PT will provide written notification to the Union and affected employees at least thirty (30) calendar days prior to the posting of the next shake-up for Comm Controllers and Service Supervisors. If the Pilot Program is terminated, employees who are in the Comm Controller classification shall bump back to the classification they held immediately prior to their promotion to Comm Controller, including pay grade, and shall sign with employees in their resumed classification at the next shake-up signing.

**16. Adoption of the permanent Comm Controller job classification:** If, at the end of the Pilot Program, PT decides to adopt the Comm Controller job classification on a permanent basis, the classification title of "Communications Controller" and salary grade (equivalent to the current Communications Coordinator) shall be incorporated into Appendix A of the CBA. The remainder of this Agreement will be incorporated into the CBA, as applicable, to ensure the continuation of the new job classification's wages and working conditions, to include the following:

- a. All employees filling the Comm Controller positions at the time of the job classification adoption shall be placed in the job classification and salary grade on a permanent basis.
- b. All employees shall be eligible to apply for the Relief Comm Controller program, and the eligibility restriction of Service Supervisors and Relief Service Supervisors in Section 11 of the Agreement shall no longer apply.
- c. The voluntary bump back option in Section 14 of this Agreement shall no longer be available.

If this agreement conflicts with any provisions of the new (2017+) CBA or any previously signed MOA or MOU, the provisions of this agreement shall supersede the prior agreement(s). This agreement shall become effective on the date the new (2017+) CBA is signed by the parties, at which time, PT will commence the implementation of this Pilot Program.

October 3, 2017  
PT Proposal to ATU re: Comm Controllers  
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Agreed this 3<sup>rd</sup> day of October, 2017.

For Pierce Transit:

For the Union:



Peter Altman  
Chief Spokesperson



Isaac Tate  
ATU Local 758 President/Business Agent

## MEMORANDUM OF AGREEMENT – DISCIPLINE

### **Pierce Transit and ATU Local 758 Agreement Related to Discipline**

PT and ATU agree to the following:

- The parties are currently bargaining the terms of a CBA effective July 1, 2017 and onward.
- During bargaining, PT proposed changes to Article 11 (discipline & discharge) and proposed updating its discipline policies. ATU disagreed with the changes to Article 11 and objected to bargaining the policy language. In an effort to ratify the CBA expeditiously, the parties agree to the following compromise:
  - The CBA language in Article 11 will remain unchanged. PT withdraws its proposal to update Article 11. ATU also agrees to withdraw its proposal on Article 11.
  - The parties agree the primary focus of any future discipline decision shall be the facts and severity of the underlying conduct. Lists of discipline categories serve solely as guidelines and do not override this basic principle.
  - Following signature of this Agreement, PT may update its discipline policies and interpret these updated policies when making discipline decisions. However, ATU reserves the right to challenge any and all discipline decisions it disagrees with based on “just cause,” progressive discipline, and the grievance rights listed in the CBA.

Signed by the parties on September 11,, 2017.

  
Peter Altman, on behalf of Pierce Transit

  
Isaac Tate, on behalf of ATU Local 758

## NOTES

## NOTES