



**COLLECTIVE BARGAINING AGREEMENT**

**By and between**

**PIERCE COUNTY**

**PUBLIC TRANSPORTATION BENEFIT AREA**

**AUTHORITY CORPORATION**

**And**

**AMALGAMATED TRANSIT UNION**

**LOCAL 758, AFL-CIO**

**January 1, 2021 – December 31, 2023**



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# **COLLECTIVE BARGAINING AGREEMENT**

**By and between**

**PIERCE COUNTY**

**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 - 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 2 – UNION DUES**

- A. The Employer agrees to deduct from the paycheck of each employee who has affirmatively authorized it, as evidenced by a signed authorization form provided by the Union to the Employer the regular initiation fees, regular monthly dues and assessments uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees. The performance of this function is recognized as a service to the Union by the Employer. Revocation of dues withdrawal will be processed by the Employer within thirty (30) calendar days upon receipt of written notification to the Employer by the Union.
- B. The Employer agrees to deduct from the paycheck of each employee who has authorized it in writing as evidenced by a signed authorization card, a contribution to the ATU Committee on Political Education (COPE). The amount deducted shall be transmitted monthly to the COPE, 5025 Wisconsin Avenue, NW Washington, D.C. 20016. Authorization by the employee shall be on a standard form approved by the ATU International Office. and may be revoked by the employee upon written request. The performance of this function by the Employer is recognized as a service to the Union.

- C. New employees in positions covered by this Agreement, shall be informed the Union is their exclusive representative and their position is covered by the terms of this Agreement.
- D. The Employer shall notify the Union of the hire of new employees in positions represented by ATU Local 758 and the labor Agreement immediately upon hire. The Employer shall supply the following information to the Union regarding each new hire in a bargaining unit position; name, start date and or date of hire, address, work hours, work location classification, and rate of pay.
- E. When new hire orientations classes or sessions are conducted for new employees in bargaining unit positions, the Employer shall provide the Union with advance notice of said orientations and shall permit the Union not less than one (1) hour to give a presentation, answer question, distribute materials and provide lunch for said members who wish to join the Union. Attendance in such orientation(s) will and is voluntary. When a newly hired employee in a bargaining unit position who wishes to attend a Union orientation class but due to her/his involvement in an Employer job orientation training or newly assigned shift or schedule that does not allow for his/her participation in the scheduled orientation class, shall be provided not less than a thirty (30) minute period of time outside her/his lunch or meal period to meet with a/the Union representative for an orientation wherein the employee shall not suffer any loss of pay.
- F. The Union shall indemnify and save the Employer harmless against any and all orders or judgments brought against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article, and any and all issues related to the deduction of dues or other payments to the Union, including reimbursement for any legal fees or expenses incurred in connection with any such action when the procedures of this Article are followed by the Employer.

### **ARTICLE 3 - 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 Administration 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 4 - WORK STOPPAGES**

- A. The Union and the Employer agree that the public interest requires the 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 may be subject to disciplinary action.

#### **ARTICLE 5 - 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 6 - 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, including a disciplinary action under the just cause standard. 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 in writing to the appropriate division Executive Director, Manager or designee, with a copy to the Labor Relations representative, 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 to meet and resolve the issue. Note: The Union should contact the Labor Relations representative 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 Administration 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 Administration or designee shall serve as chair of a Grievance Committee consisting of appropriate Employer personnel as designated, who will meet with the Employee and the Union representative to review the facts and resolve the grievance. The meeting shall be held within twenty (20) business days after receipt of the written grievance and the committee shall render a written decision within twenty (20) business days after the meeting.

**STEP 4:** In the event the grievance remains unresolved, the grievance may be appealed to arbitration by so notifying the Executive Director of Administration or designee in writing by registered or certified mail. Such notification must be received no later than thirty (30) business days after receipt by the Union of the committee's decision.

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:** If 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 Administration or designee specifying the act or event grieved, the date of the occurrence, the identity of the employee who claims to be aggrieved, 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 Administration or designee and other appropriate Employer personnel for the purpose of resolving the grievance. The meeting shall be held within twenty (20) business days after receipt of the request for the meeting. The committee shall render a decision in writing within twenty (20) business days after such meeting is concluded.

**STEP 2:** If the grievance remains unresolved, then the grievance may be appealed to arbitration by so notifying the Executive Director of Administration or designee in writing by 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 Administration 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. If 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 7 – FITNESS FOR DUTY EXAMINATIONS**

- A. All employees may be required by the hiring authority with the approval of the Executive Director of Administration or designee to undergo for cause medical examinations to determine their physical and mental fitness to perform the work of the classification in which they are employed. The cost of these examinations shall be at the expense of the Employer.
- B. Determination of physical or mental fitness will be by a physician designated by the Executive Director of Administration. 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 seven (7) working days from date of receipt of this notification to indicate in writing to the Executive Director of Administration 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 Administration not later than thirty (30) 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 8 - PROBATIONARY EMPLOYMENT**

- A. New employees, with the exception of Transit Operator Trainees, hired after the ratification of this Agreement shall be subject to a probationary period of one thousand forty (1,040) hours of time worked from the employment start date, provided that the Employer may extend such probation for a maximum of 520 additional hours. Periods of leave of absence without pay, paid leave and time worked in a transitional duty assignment will not be included in computing the 1,040-hour 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 or "at will" employees, including Relief Transit Operators and Transit Operator Trainees, shall not be considered regular employees until the completion of their probation. Their retention as employees shall be strictly within the discretion of the Employer. Such employees will be provided Union representation if requested, however they shall not have recourse to the grievance procedure with regard to disciplinary actions including termination of employment.
- D. An employee who is promoted shall be required to complete a promotional probation period of employment of one thousand forty (1,040) hours of time worked, during which retention in the promotional position 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 promotional probationary 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 promotional probationary period, the employee shall be permitted to return to the position from which he/she was promoted.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

- A. Written warnings, notices of suspension, and notices of discharge will become a part of an employee's personnel file. The employee and the Union will receive a copy of such disciplinary documentation. The employee will be asked to sign disciplinary documentation to acknowledge receipt. If the employee chooses not to sign, a witness may note the employee's choice on the document.
- B. An employee may be disciplined, including suspensions, demotions and dismissals 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, 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 suspensions without pay, demotions, or dismissal shall be subject to the grievance procedure of this Agreement. Disciplinary actions involving written warnings issued as the first step of discipline may be grieved and processed up to, but not including, arbitration.

## **ARTICLE 10 - 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, budgeted 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, Specialized Transportation Dispatcher, Service Impacts Supervisor, Special Events Coordinator, Service Support Training Coordinator, or Communications Controller 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. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, an employee's time on any authorized leave of absence or layoff will not discontinue or reduce the employee's classification seniority.

## ARTICLE 11 - LAYOFF AND RECALL

A. **Layoff:**

1. In the event of a layoff, 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 11.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 layoff.
2. An employee who is in a classification designated for reduction may displace an employee in any equal or lower classification in the division in which said employee previously held regular status; provided said employee has more seniority in the classification than the employee he/she desires to displace. This option shall only be exercised once in any layoff.
3. Agency seniority for benefits purposes shall not accrue during layoff.

B. **Recall:**

1. Employees shall be recalled in the reverse order of layoff as provided in Section A. above.
2. Notice of recall shall be mailed to employees at their last known address by registered or certified mail and email if applicable with a copy to the Union. It is the employee's responsibility to keep the Employer informed of his/her current mailing address or email address if applicable. 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 layoff 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 and Seniority rights of any employee shall expire twenty-four (24) months from the date of layoff.

- 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 layoff.

- D. **Furlough:** shall mean a status wherein an employee is placed in an unpaid and inactive status for a period of time, as determined by the Employer.

- 1) The Employer will determine which classifications will be placed on furlough. Where more than one employee occupies a position in a classification identified for furlough, the Employer will allow at least twenty-four (24) hours for employees in that classification to volunteer for furlough.
- 2) Where no employee in the classification identified volunteers, employees will be selected by classification seniority. If the furlough is due to a "temporary or emergent situation", employees selected for furlough may not displace or bump other employees in lower classifications.

**Medical Benefits:** For any non-probationary/trainee employee who is placed on furlough and qualifies for Employment Security Benefits, the Employer will continue to provide up to two (2) months of employer paid healthcare insurance if the employee elects to continue benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and pay the employee's portion of the healthcare insurance premiums. If the employer determines the furlough will be extended past the eight (8) week period, both ATU Local 758 and the affected employee(s) will be notified prior to the discontinuance of the COBRA benefits. If the employee has not been or elected to be laid off, she/he will have said COBRA benefits extended for an additional eight (8) weeks. After the eight (8) week COBRA extension and employee(s) remain on furlough, the Union and Employer will meet to determine the future status of said employee(s) to include healthcare benefits under COBRA.

**Other Benefits:** Employees on furlough will not be permitted to utilize vacation or sick Leave. Leave accruals will remain frozen and available to the employee upon her/his return to work. Accrued vacation leave in the year the employee is furloughed may be carried over into the following year. If an employee is separated from employment (resigns, retires, laid-off, etc.) during the furlough, leave accruals will be cashed out per the Collective Bargaining Agreement (CBA), and/or Pierce Transit policies.

**Seniority:** While on furlough and not separated from employment, classification seniority will continue. Any probationary period will be extended upon return to work for an amount of time equivalent to the furlough period.

**Reasonable Contact:** Furloughed employees must remain in contact on a once weekly basis with their Manager or Assistant manager and shall provide a current phone number to Human Resources. If an employee fails to notify Human Resources of his/her intention to return to work within two (2) business days from the date of being contacted, will be considered to have quit.

## **ARTICLE 12 - 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 may waive 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 medical (including vision) coverage will receive three hundred dollars (\$300) per month in lieu of Employer-provided medical provided Federal and State laws allow. Those who waive dental will receive fifty dollars (\$50) per month in lieu of Employer-provided dental provided Federal and State laws allow. Waiver of both medical (including vision) and dental will result in 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 annual open enrollment period. Because the AWC Benefit Trust requires a minimum participation rate of seventy five percent (75%) of all eligible employees in the bargaining unit, once the 25% threshold is reached, the - program will be closed, and future waiver 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. If a married couple or domestic partnership couple is covered by Pierce Transit insurance, neither may receive the opt-out provision by refusing Pierce Transit's insurance.

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.

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:

Effective upon ratification, employees regularly scheduled thirty (30) hours or more per week will pay a 10% premium cost share for all medical and dental plans. Employees on the Kaiser plan will pay a 7.5% premium cost share effective upon ratification and move to the 10% cost share in January 2023.

The Vision Service Plan (VSP) or a comparable vision plan, will have a 0% premium cost share. The plans shall be:

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

Part-time employees scheduled to work less than 30 hours per week will pay a 20% premium cost share for all medical and dental plans.

Part time employees may waive medical coverage but shall not receive the opt-out benefits outlined in Section A2 above. Part-time employees hired prior to the ratification of this Agreement will not suffer the proration of premiums.

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 time the insured's annual basic salary. The Employer shall contribute one hundred percent (100%) of the monthly premium per one thousand dollars (\$1,000) of coverage for each employee on the plan only while the insurance carrier's policy does not allow employees to make contributions toward their Basic Life Insurance monthly premiums. In the future, should the carrier's policy regarding employee contributions change or should Pierce Transit change carriers to one that would allow for employees to make contributions toward their Basic Life Insurance monthly premiums, 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 for employees 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. Such comparison will be made based on the Employer's contribution of fifty percent (50%) of the premiums as stated in Article 14.c.1 above.

**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. 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 13 - 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:

January 2021	3.0%
January 2022 – December 31, 2022	3.0%
January 2023 – December 31, 2023	2.25%

Adjustment to base wage changes shall be made effective the pay period which includes January 1 of each year.

Retroactive payments of wages shall be made only to those employees still employed as of the date of ratification.

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 Administration 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.

An internal candidate (current employee) selected for an ATU bargaining unit position through a competitive recruitment process within Pierce Transit shall be placed in a salary step within the salary range of the new position which represents the closest higher salary for the employee. At no time will the employee be placed above the highest step of the new position's salary range. This language shall supersede the current language contained in Section 4.2.3 Compensation of the Personnel Manual.

3. 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.
4. An employee may be paid at a rate above the first step if there is a shortage of qualified applicants.
5. 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.
6. **Apprenticeship:**  
**Apprenticeship Wages:**
  - a. Year 1: If the employee is a current employee, the apprentice 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 the employee is an apprentice, whichever is higher. If the apprentice was not an employee prior to selection as an apprentice, the apprentice 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 the employee 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 associated journey-level position.
  - c. Year 3: (if applicable) The apprentice shall receive ninety percent (90%) of the first step of the assigned wage range for the associated journey-level position.
  - d. Year 4: (if applicable) The apprentice shall receive ninety-five percent (95%) of the first step of the assigned wage range for the associated journey-level position.
7. **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 call back when required to report for work outside of the established workday or workweek for the class and for the department. Overtime work shall include only that work performed by employees, 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, 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.

- E. Survivor Dependent Medical Coverage:** In the event of the death of an employee caused by workplace violence, surviving dependent(s) covered by the decedent's medical, dental and vision plan at the time of the employee's death shall continue to receive Employer medical coverage, via COBRA, with no change in premium share for a period of six (6) months.

## **ARTICLE 14 – HOLIDAYS**

- A.** The following are holidays for all employees of the Employer.

New Year's Day (January 1st)  
Martin Luther King, Jr.'s Birthday (3rd Monday of January)  
President's Day (3rd Monday of February)  
Memorial Day (Last Monday of May)  
Juneteenth (June 19)  
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 who have completed probation 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.
- 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 workday 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 Administration 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 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. However, employees scheduled to work ten (10) hours per day on a holiday, who are unable to work due to illness or injury, may elect to supplement the holiday pay with up to two (2) hours of accrued and/or designated WPSL.
- 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;
  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 15 - VACATION LEAVE**

### **A. Rate of Accrual of Vacation Leave:**

1. 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 Agent. 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 continue to 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 Administration or designee explaining the employee's circumstances,

such unused vacation leave may be allowed to accumulate until the employee returns to work or is separated. Vacation leave in excess of two (2) years' accrual, if not taken within one hundred eighty (180) calendar days after the employee returns to work, shall be forfeited.

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

1. Vacation leave may not be taken without 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.
  - d. Relief Transit Operators shall be charged in full eight (8) hour increments regardless of their daily shift assignment.
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 for family medical emergencies, personal illness or injury, accident/incident (if necessary or requested) 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 may carry over excess vacation hours not used during the year into the next calendar year up to the maximum accrual limits.
- 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 16 - SICK LEAVE, WITH AND WITHOUT PAY**

- A. **Definitions:** The following definitions apply to this Agreement:
1. Eligible Employee: Regular full-time and regular part-time employees are eligible for paid sick leave. Limited term, temporary, and seasonable employees, trainees and interns are eligible only for hours accrued as Washington Paid Sick Leave (WPSL).
  2. Washington Paid Sick Leave (WPSL) - Paid sick leave complying with the required provisions of RCW 49.46 and WAC 296-128.
  3. Traditional Sick Leave (TSL) – Paid sick leave accrued per the CBA and this MOA, as a preexisting benefit before the introduction of WPSL.
  4. Paid Sick Leave – A combination of both WPSL and TSL, representing all of an employee's sick leave benefit.
  5. Family members: Family member is defined by RCW 49.46 and WAC 296.128 to include the following:
    - a. Child of the employee, including a biological, adopted, foster, or stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
    - b. Parent of the employee, employee's spouse, or employee's registered domestic partner, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child;
    - c. Spouse;
    - d. Registered domestic partner;
    - e. Grandparent of the employee, the employee's spouse, or the employee's registered domestic partner;

- f. Grandchild; or Sibling.
  - 6. Hours worked: Hours actually worked by an employee, including overtime hours, but not including paid or unpaid leave hours. Overtime hours worked are accounted for by actual hours worked, not the one and one-half (1.5x) rate at which the hours are paid.
  - 7. Year: January 1 to December 31 of each calendar year.
- B. Accrual of Paid Sick Leave:** The following provisions, unless otherwise specified, apply to all regular or probationary employees in the bargaining unit:
- 1. Accrual of Washington Paid Sick Leave (WPSL):
 

All Employees, including full-time, probationary, and part-time employees accrue WPSL at the rate of .025 hour for each hour worked (i.e., 1 hour for every 40 hours worked), including overtime hours but excluding paid or unpaid leave. There is no limit on the amount of WPSL that may be accrued each calendar year.

Example: an employee working eighty (80) hours in a bi-weekly pay period accrues two (2) hours of WPSL in that pay period.
  - 2. Accrual of Traditional Sick Leave (TSL):
    - a. Full-time employees: Regular or probationary employees accrue TSL for each bi-weekly pay period in which they have a minimum of fifty-six (56) hours in a paid status. The TSL accrual rate depends upon the amount of WPSL accrued during the same bi-weekly pay period. WPSL and TSL, when combined together, accrue at the rate of 3.6924 hours for each bi-weekly pay period.
 

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

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

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

The requirement of having a minimum of fifty-six (56) hours in paid status to be eligible to accrue TSL shall not apply to the Union's Business Representative and employees on Union leave status. Eligible employees on a leave of absence for active-duty training purposes with the U.S. Armed Forces shall accrue TSL.
    - b. Part-time employees: Regular or probationary employees accrue TSL at the rate of .021175 hours per hour worked, including overtime but excluding any types of paid or unpaid leave, and .046175 hours per hour in which they are in paid status but not working (e.g., while on paid leave). Part-time employees stop accruing TSL once they have accrued ninety-six (96) hours of combined WPSL and TSL in a single calendar year.
 

Example: a part-time employee who has accrued ninety-six (96) hours of combined WPSL and TSL in October will accrue only WPSL for the remainder of the calendar year.
  - 3. 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.

**C. Annual Carry-Over:**

1. Carryover – Washington Paid Sick Leave (WPSL): Full-time, probationary, and part-time ATU represented employees shall be eligible to carry-over a maximum of forty (40) hours of accrued WPSL from one calendar year to another. At the end of each calendar year, any accrued WPSL in excess of forty (40) hours will be converted to TSL.

Example: an employee who ends a calendar year with sixty (60) hours of accrued WPSL will have forty (40) hours of WPSL carried over to the following calendar year and twenty (20) hours of WPSL converted to TSL.

2. Washington Paid Sick Leave (WPSL) Designation from Accrued Traditional Sick Leave (TSL):

In addition to the forty (40) hours of WPSL carry-over, in December of each year, each employee may “designate” fifty-six (56) hours of his/her accrued TSL as WPSL, for a maximum total of ninety-six (96) hours of WPSL to be available for the employee’s use per RCW 49.46 and WAC 209-128 at the start of the following calendar year. At the time of such designation, the employee must have fifty-six (56) hours of accrued, unused and unscheduled TSL, otherwise the employee is not eligible for the designation. The tracking of WPSL accruals during the designated calendar year will be accomplished as if the Employer had front-loaded the designated WPSL benefit. Once an employee’s actual accruals of WPSL, based on actual hours worked, exceeds the designated WPSL hours, the employee shall accrue WPSL as required by WAC 296-128 for the remainder of the designated calendar year.

Example: at the end of year 1, an employee who has accrued sixty (60) hours WPSL and one hundred (100) hours of TSL will have forty (40) hours of WPSL carried over to the following calendar year and may designate fifty-six (56) hours as WPSL for the following calendar year. If the employee elects such a designation, at the beginning of year 2, the employee will begin the year with ninety-six (96) hours of WPSL and sixty-four (64) hours of TSL.

Example: at the end of year 1, an employee who has accrued fifty (50) hours WPSL and ten (10) hours of TSL will have forty (40) hours of WPSL carried over to the following calendar year and cannot designate because the employee does not have fifty-six (56) hours of accrued TSL at the time of designation. At the beginning of year 2, the employee will begin the year with forty (40) hours of WPSL and twenty (20) hours of TSL.

3. Carryover – Transit Sick Leave (TSL): At the end of the calendar year, all accrued, unused, and undesignated TSL hours will be carried over to the following year as TSL.

**D. Authorized Use of Paid Sick Leave:**

Employees may use accrued paid sick leave, both WPSL and TSL, for any of the following authorized purposes:

1. To care for, diagnose, and/or treat the employee’s or eligible family member’s mental or physical illness, injury, or health condition;
2. For the employee’s or eligible family member’s preventive care such as medical, dental, or optical appointments;
3. For the closure of the employee’s place of business or employee’s child’s school or place of care by a public official for any health-related reason;
4. For any absence that qualifies for leave under Washington’s Domestic Violence Leave Act, RCW 49.76;

5. For the death or funeral of a spouse or domestic partner, father, mother, stepparent, foster parent, sibling, 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. Pierce Transit may approve a maximum of five (5) days of paid sick leave to be used for this purpose, subject to the verification requirements in Article 18(H)(2); and
6. Employees with relatives who do not meet the definition of a "family member," but are dependent upon the employee and who have a serious injury or illness, may have paid sick leave approved by Pierce Transit for up to a maximum of five (5) days. When requested by Pierce Transit, the employee must provide a statement by the attending physician attesting to the nature or seriousness of the injury or illness suffered by the relative and the relative's need for care or assistance by the employee.

**E. Usage Priority:**

Employees who have absences for authorized purposes, as described in RCW 49.46 and WAC 296.128 (including FMLA-eligible absences) shall use accrued and designated WPSL until it is exhausted. Once an employee exhausts all WSPL, the employee shall use accrued TSL hours until exhaustion.

Family Care Act (FCA): If an absence is eligible for WPSL, and the Washington Family Care Act (FCA), the employee may elect to use any type of accrued paid leave (WPSL, TSL, vacation, personal holiday, etc.).

**F. Use and Payment:**

1. All paid sick leave, both **WPSL** and **TSL**, shall be charged as actual time used.
2. ATU represented employees using **TSL** will be paid their base hourly wage, excluding premium or specialty pays. However, an employee who has served in higher or lower position(s) on temporary appointments shall be paid for sick leave at the rate of pay appropriate to the classification in which the employee worked most of the time in the previous six (6) month period.
3. ATU represented employees using **WPSL** will be paid the normal hourly rate of compensation, including specialty pay (e.g., shift differential) the employee would have been paid if the employee had worked. **WPSL** will not be paid at premium or overtime rates. When an employee uses **WPSL** for an authorized purpose and has not been requested to provide verification, the employee will be paid in the pay period in which the **WPSL** was used. If Pierce Transit requests verification, as permitted by RCW 49.46, the employee will be paid in the pay period in which the verification is provided.
4. Regular part-time ATU represented employees in the bargaining unit, excluding part-time Clerical Assistants, will be paid for each day of paid sick leave based on the average number of daily hours worked in the preceding pay period. Such daily average shall neither be less than four (4) hours nor more than eight (8) hours per day. This shall be calculated by dividing the total number of paid hours in the previous pay period by ten (10).
5. Regular part-time 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).

6. Upon exhaustion of an employee's available WPSL (both accrued and designated), the employee will be subject to his or her departmental attendance guidelines in regard to sick leave usage.

**G. Required Notification:**

1. **Foreseeable Use** – Where the need for paid sick leave is foreseeable, an employee must provide ten (10) calendar days' advance notice, or as soon as the need for leave is known thereafter, by submitting a completed form to Pierce Transit.
2. **Unforeseeable Use** – Where the need for paid sick leave is unforeseeable, an employee must contact the designated representative of their hiring authority at least one (1) hour before the start of the employee's work shift, or as soon as the need for the leave becomes known, to report the absence. For each absence, an employee must submit a completed form to Pierce Transit on the first day the employee returns to work and provide a reason for the absence.

If the unforeseeable use of **WPSL** relates to domestic violence, sexual assault, or stalking, the employee or a designee identified by the employee must provide notice to Pierce Transit by no later than the end of the first day of leave. Exceptions will be made if the employee is incapacitated.

3. Where possible, an employee should always provide notice of the duration of the leave needed. Employees must keep their hiring authority informed of their condition if an absence is of more than three (3) working days in duration.

**H. Verification for Absences:**

1. For each absence, other than bereavement, extending beyond three (3) scheduled workdays, an employee may be required by Pierce Transit to provide verification confirming the use of paid sick leave was for an authorized purpose. If verification is required, the employee will have ten (10) calendar days to provide the required documentation. Such verification need not disclose the nature of the medical condition causing the need for leave. If health information is provided by the employee, it shall be kept confidential.
2. For each absence of any duration relating to the death and/or funeral of an eligible family member, an employee may be required by Pierce Transit to identify the family member, the nature of the relationship, and provide verification. Examples of verification may include a death certificate, obituary notice, funeral program, etc.
3. The use of paid sick leave shall not preclude Pierce Transit from requiring employees to provide documentation to verify they may safely return to work following an absence (*i.e.*, a medical release, a fitness for duty examination, etc.), or to provide documentation/verification if permitted by other local, state, or federal laws.
4. When authorized by law, employees 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.

**I. Sick Leave Without Pay:**

Regular employees may be granted a sick leave of absence without pay for the period of disability due to a personal illness or injury. If verification is required, the employee will have ten (10) calendar days to provide the required documentation. The duration of such unpaid leave of absence is subject to the limitations of Pierce Transit's operating needs and applicable laws, approved at the sole discretion of

Pierce Transit. Once a leave of absence without pay is approved, periodically, Pierce Transit's Executive Director of Administration, or designee, may require the employee to submit a certificate from the employee's health care professional or from a designated health care professional verifying the need for continued leave. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of essential duties, Pierce Transit may cancel such leave of absence and require the employee to report for duty on a specified date.

Employees absent due to illness or injury or to care for a family member, and who have insufficient accrued paid sick leave to cover the entire absence, will move into a sick leave without pay status for any full or partial day absence. Exceptions, to include the use of other accrued paid leave such as vacation or personal holiday in lieu of sick leave without pay, must be authorized by the employee's Executive Director or designee. Once the employee is in a sick leave without pay status, not previously approved by Pierce Transit, each absence is considered an unexcused absence.

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

1. Misrepresentation of any material facts in connection with paid (**WPSL** or **TSL**) or unpaid sick leave by any employee shall constitute grounds for suspension or discharge.
2. Pay for sick leave (**WPSL** or **TSL**) use shall be withheld in the event of unauthorized use.

**K. Sick Leave Cash-Out at Separation of Employment:**

1. An employee separated from the Employer due to one of the circumstances outlined below shall be compensated for fifty percent (50%) of the employee's paid sick leave accruals:
  - a. Disability retirement as defined and allowed under the pension system;
  - b. Voluntary service related retirement as defined and allowed under the pension system; or
  - c. Death.

When cashing out accrued sick leave, all **WPSL** will be compensated first, followed by accrued **TSL**. For employees hired on or after January 8, 2013, the maximum paid sick leave hours to be cashed out is limited to one-thousand forty (1,040) hour.

**Example:** an employee who separates with forty (40) hours of **WPSL** and two thousand two hundred (2,200) hours of **TSL** will be compensated for forty (40) hours of **WPSL** and one thousand (1,000) hours of **TSL**, for a combined total of one thousand forty (1,040) hours cashed out.

2. A regular employee separated in good standing from the Employer for any reason other than death, service retirement or disability retirement shall be compensated for twenty percent (20%) of the employee's paid sick leave accruals, including both **WPSL** and **TSL**, up to a maximum of nine hundred sixty (960) hours. All accrued **WPSL** will be compensated first, followed by accrued **TSL**, for a combined total cash out maximum of nine hundred sixty (960) hours.
3. **WPSL** shall be cashed out at the employee's normal hourly rate. **TSL** shall be cashed out at the employee's base hourly rate.
4. Employees who separate from the Employer shall not be compensated for any accrued paid sick leave until completion of the probationary period.

**L. Reinstatement of Sick Leave Upon Rehire:**

1. An employee separated from the Employer due to layoff may, if reinstated within a two (2) year period, have sick leave accruals restored upon repayment to the Employer of the twenty percent (20%) payment as herein provided.
2. If applicable, an employee who is rehired within twelve (12) months of separation may be restored any portion of **WPSL** which was not cashed out at the time of the employee's separation as required by law.

## **ARTICLE 17 - 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 18 - 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 19 - OTHER STANDARD WORKING CONDITIONS

- A. **Bus Passes:** All current and retired employees of the Employer (Pierce Transit) 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 paper paychecks available by 12 Noon. Beginning September 1, 2021, pay will be made by direct deposit or cash debit card only.
- C. **Safety Standards:** The Employer and the Union mutually agree that those applicable health and safety standards as outlined in city, county, state and federal 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 their proper classification.
- 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. **Roadeos 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. To be eligible for the award, the employee must have worked at least 1250 hours in the calendar year and have attended not less than three safety meetings in a calendar year. Such awards will be paid out in January of the following year to all eligible active employees as well as those employees who are eligible but left in good standing prior to the January payout.
  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. To be eligible for the award(s) the employee must have worked at least 1250 hours in the calendar year and have attended not

less than three safety meetings in the calendar year. Such awards will be paid out in January of the following year to all eligible active employees as well as those employees who are eligible but left in good standing prior to the January payout.

- a. All classifications listed on Appendix B, Fleet Maintenance
- b. All classifications listed on Appendix C, Facilities Maintenance
- c. All classifications listed on Appendix D, Warehouse
- d. All classifications listed on Appendix F, Apprentice Mechanic

3. **Quarterly Safety Meeting Incentive** – The Employer will offer safety meetings during the term of the Agreement. All employees may attend 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 meeting, offering multiple time slots or a virtual format. Attendance by Transit Operators at the meetings will be paid overtime, only for actual time attended in person or for the length of the virtual safety meeting if viewed and may be offered outside of regular work schedules. Employees will have 30 days after the meeting is posted in which to complete virtual safety meetings. 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. **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	\$300.00
4. Eye Glasses	\$300.00

K. **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.

## **ARTICLE 20 - 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 workday 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.
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 and Relief Transit Operators are available except where assigning such work to an Extra Board or Relief Transit Operator will result in an extraordinarily long day as in the case of late assignments. The Employer shall at all times maintain at least 6% of all shake-ups as full-time Extra Board.

B. **Four-ten (4/10) 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.

**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.

**Number of Assignments:** 4/10 assignments shall not exceed five (5%) percent of the total number of fixed route runs. This figure may be adjusted slightly per agreement with the Union.

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.

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.
- K. Transit Operators who have retired from the Agency will be able to be rehired as Transit Operators, on a part-time basis, at management's discretion. Rehired (part-time) Operators will be subject to the following conditions:
  - A. Rehired Operators will be paid at the top step of the Operator wage scale.
  - B. Rehired Operators will not be eligible for the benefits waiver payment.
  - C. Rehired Operators may sign up for benefits, if not covered by Medicare or another plan, and will pay a pro-rated rate, based on hours worked.

**ARTICLE 21 – 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, 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. Whenever feasible, shake-ups will be jointly reviewed by the Employer and the Union prior to posting and signing.
  - 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 appointment and to be prepared to sign the shake-up at that time. Signing may be done: (1) in person; (2) by leaving a choice slip with the shake-up Assistant Manager or designee; (3) by telephone; or (4) other electronic means; 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 sign-up within the 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 Transportation Manager or designee with assistance from the Union President/Business Agent 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 Transportation Manager or designee or Shake-Up Signer.
  - f. If Transit Operators fail to sign the shake-up at their assigned times and have left no choice, or if their choice has already been signed, the Transportation Manager or designee (with assistance from the Union President/Business Agent 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 are required to sign for vacation weeks once a year by seniority for the following year. Those 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 may request single day vacation days "wild days" up to ninety (90) days in advance.
  3. Vacation hours not used by December 31 of each calendar year may be carried over into the next calendar year up to the maximum vacation accrual amount. This carryover provision does not apply to Personal Holidays which must be used in the same year they are accrued.
- 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 and Relief 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, Dispatch will assign a comparable run if possible, that is known will be open for an extended period of time, and of which the Operator is knowledgeable. If such runs are not available, runs/assignments 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. When a 4/10 vacation run vacancy occurs, the Vacation Operator will be reverted back to two (2) 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 thirty (30) 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.
- J. **Rest Breaks:** Routes shall be designed and scheduled in such a manner as to allow Transit Operators to take breaks of up to ten (10) minutes for every four (4) hours worked.

**ARTICLE 22 - WORKING CONDITIONS – SPECIALIZED TRANSPORTATION**  
**(PARATRANSIT AND MICROTRANSIT)**

**A. Working Conditions Paratransit or MicroTransit Drivers:**

1. Employees in the non-CDL Specialized Transportation classification may be assigned to work either Paratransit or MicroTransit, based on business needs.

**B. Working Conditions Specialized Transportation 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 Specialized Transportation 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 Agent 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 Agent 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 (1,040) hours in that capacity. After one thousand four hundred (1,040) 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 (2,080) hours worked in a relief capacity.
  - b. Time spent in a relief capacity shall count toward the employee's 1040-hour 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.

- E. **Rest Breaks:** Routes shall be designed and scheduled in such a manner as to allow employees to take breaks of up to ten (10) minutes for every four (4) hours worked.

## **ARTICLE 23 - 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 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 24 - 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.
- D. Employees who work in a relief capacity as Instructors shall be paid at the first step of the Instructor pay range until they have accumulated one thousand forty (1,040) hours in that capacity. After one thousand forty (1,040) hours as an Instructor, said employees will move to the second step of the Instructor pay range. Subsequent step increases will occur after each two thousand eighty (2,080) hours worked in a relief capacity. Time spent in a relief capacity shall count toward the employee's probationary period.

## ARTICLE 25 – WORKING CONDITIONS – COMMUNICATIONS CONTROLLERS

- A. **Working Conditions – Communications Controllers:**
  - 1. **Hiring:**
    - a. If a regular full time Comm Controller vacancy occurs and management decides to fill the vacancy, management will decide whether to promote the most senior Relief (internal hire) or part-time (external hire) Comm Controller to the full time Comm Controller position or to open the recruitment to internal and/or external candidates through a competitive recruitment process.
    - b. At management’s discretion, an internal and/or external recruitment may be conducted for regular full time Comm Controllers, regular part-time Comm Controllers or Relief Comm Controllers.
  - 2. **Seniority:**
    - a. For Service Supervisors who were grandfathered into the full time Comm Controller positions during the Comm Controller Pilot Program, their classification seniority as a Comm Controller is their length of employment in the full time Comm Controller

- classification plus the seniority they accrued as Service Supervisors immediately prior to their appointment to full time Comm Controllers.
- b. For non-grandfathered Comm Controllers, such as employees hired for the Comm Controller positions through an internal only recruitment process or those promoted from the internal Relief Comm Controller program during or after the pilot program, their classification seniority is as defined per Article 12 – SENIORITY, Section A.2.b, as modified in Section I of this MOA.
  - c. For Comm Controllers hired through an external recruitment process, their Agency seniority is defined in Article 12 – SENIORITY, Section A.1, and their classification seniority is defined in Article 12 – SENIORITY, Section A.2. They will not earn concurrent seniority per Article 12.A.2.b of the CBA, because they have not been promoted from another bargaining unit position.
3. **Salary Placement:**
    - a. An Agency employee selected to fill a full time Comm Controller position or Relief Comm Controller position will be placed in a salary step within the Comm Controller salary range representing the next higher salary compared to the employee's current salary, but not to exceed the maximum of the Comm Controller salary range. For example:
      - 1) Service Supervisor at Step 3 (\$35.67) will be moved to Comm Controller Step 1 (\$36.26)
      - 2) Service Supervisor at Step 4 (\$36.72) will be moved to Comm Controller Step 2 (\$37.84)
      - 3) Transit Operator at Step 5 (\$30.88) will be moved to Comm Controller Step 1 (\$36.26)
    - b. Any Comm Controllers (full time, Relief or part-time) hired at Step 1 of the salary range will move to the next step at the end of their probationary period, or upon completion of one thousand forty (1,040) hours worked, whichever occurs later.
  4. **Overtime:** Overtime pay, at one and one-half (1 ½) times the employee's regular rate of pay, will be paid for work time that exceeds forty (40) hours paid time in a work week. Work known to be overtime work, at the time the work is being scheduled, shall be offered to full time Comm Controllers first. A Relief (internal) Comm Controller who has a base position wherein he/she has signed for a set work schedule and days off will be paid at the overtime rate of time and one-half (1 ½) his/her regular rate of pay when working on the sixth (6<sup>th</sup>) consecutive day and his/her paid time in the work week exceeds forty (40) hours. The sixth (6<sup>th</sup>) consecutive day pay rate of time and one-half (1 ½) shall not apply to regular part-time (external) Comm Controllers. Leave without pay will not be considered as time worked for overtime purposes.
  5. **Extra Board:** Full time Comm Controller(s) 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. Extra Board Comm Controllers are not guaranteed two (2) consecutive days off in the work week and are not guaranteed forty (40) hours of pay per week.
  6. **Days Off:** Full time Comm Controllers shall have consecutive days off whenever possible, except those who serve on the Comm Controller Extra Board.
  7. **Open Work:** Open work will be filled at regular pay rate by the Extra Board Comm Controller. If there is still open work, it will be assigned to either part-time (external) Comm Controller(s) at the regular pay rate or Relief (internal) Comm Controller(s) at the straight-time workup pay rate. A Relief (internal) Comm Controller who is working up for an entire work week or more will adopt the schedule of the position for whom they are backfilling. However, when scheduling work for an internal Relief Comm Controller, who has another base position within the Agency and has signed for a set work schedule and days off in his/her base position, if

management requires the internal Relief to work up on a day off (and the work up assignment is for less than a week), the employee may elect but will not be required to take another day off in the work week. When the scheduling of open work will result in overtime payment, management may elect to offer the overtime opportunity to regular full time Comm Controllers first.

8. **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, or designee, before 4:00 PM of the day before the desired return date.
  9. **Vacation Leave:** Vacation leave will be signed in full week increments during vacation signing, and will be signed in order of classification seniority. 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. Signed weeks of vacation that become available with at least fourteen (14) calendar days' notice shall be offered first to Comm Controllers on the wait list. If no one is on the waitlist or none of the waitlist employees elects to take the time off, the remaining employees will be notified of the available vacation opportunity, and the vacation week(s) will be assigned by order of seniority to those who respond. In all cases, a maximum of five (5) working days will be allowed for all employees to provide their responses.
- B. **Shake-Ups:** A period of time in which all full time Comm Controller shifts are considered vacant, and staff signs shifts in order of classification seniority.
1. **Shift Creation:** Staff and management will work together to create shifts for all full time Comm Controller shake-ups. If the parties cannot reach mutual consensus on the shifts, management reserves the right to make the final determination.
  2. **Master Shake-Up:** There shall be two (2) master shake-ups per 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.
  3. **Mini Shake-Up:** In the event one (1) or more existing Comm Controller 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 shift(s).
- C. **Conducting Master and Mini Shake-Ups:**
1. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
  2. Signing will begin twenty-four (24) hours after the seventh (7<sup>th</sup>) calendar day following the posting.
  3. Shifts will begin two (2) weeks after posting for Master Shake-ups. Shifts will begin within two (2) weeks after posting for Mini Shake-ups.
  4. Comm Controllers who will be unavailable during their allotted sign-up times are expected to leave choices with their immediate supervisor or designee. If a Comm Controller 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.
- D. **Externally Hired Communications Controllers:**
1. The Agency may hire Comm Controllers externally to fill regular full time or regular part-time Comm Controller positions. Comm Controllers hired externally are subject to all the terms of the CBA and this MOA as they relate to seniority, leave accrual and other benefits.

2. Externally hired Comm Controllers will be required to pass a Comm Controller training course covering Field and Dispatch Service Supervisor disciplines in addition to extensive training in Comm Center operations. The training curriculum and assessments will be determined by management.
  3. Externally hired Comm Controllers are not prohibited from applying for the Relief Service Supervisor program, if they meet the qualifications for it. However, an employee's participation in the Relief Service Supervisor program cannot result in the creation of open work in the Comm Center due to the employee's absences. Additionally, the Field and Dispatch Service Supervisor training and assessments the employee received when first trained for the Comm Controller position cannot substitute for training required once selected to be a Relief Service Supervisor.
  4. Externally hired Comm Controllers will serve a probationary period of one thousand forty (1,040) hours worked, provided the Employer may extend such probationary period for a maximum of five hundred twenty (520) additional hours of time worked.
  5. Part-time Comm Controllers are scheduled for work at management's discretion without guarantee in the number of hours worked or days off.
- E. **Internally Hired Relief Communications Controllers:**
1. Pierce Transit will determine the number of Relief Comm Controllers needed. Management will determine the qualifications required for the Relief Comm Controller positions, and all candidates who believe they meet these qualifications may apply. If selected for the Relief Comm Controller program, the selected individuals will be required to pass training and be qualified to work in the Comm Center before they are allowed to work independently.
  2. Time spent in a relief capacity shall count toward the employee's one thousand forty (1,040) hours of time worked, provided the Employer may extend such probation for a maximum of five hundred twenty (520) additional hours of time worked.
  3. Internally hired Relief Comm Controllers are scheduled for work per Section V.A.4. and V.A.7.
  4. Internal Relief Comm Controllers are guaranteed eighty (80) hours per pay period, to include all paid hours in their base position and relief position(s).
  5. If the full time Comm Controller position is offered to a Relief Comm Controller, and he/she declines the promotion, the employee will be moved to the bottom of the Relief Comm Controller seniority list. If a Relief Comm Controller declines a promotion to a full time Comm Controller position three times, on the third decline, the employee will resign from his/her Relief Comm Controller position.
- F. **Waiver of Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, 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. The work schedule will not require an unpaid meal break as part of the assigned shift. In consideration for the ability to work a shift that may total up to ten (10) hours, employees are entitled to eat at any time during their shift as work duties may permit. 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 - 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 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. 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. The Employer will continue the practice of providing reimbursement for boots/shoes to those classifications currently receiving such reimbursement. 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 Transit Maintenance Worker 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 Body Repair Technician, Mechanic I, Journey Level Mechanic, Automotive Technician, Communication Equipment Installer, Communication Technician and Communication Technician, Lead 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 Fleet Assistant 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.

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 will not take effect less than seven (7) calendar days nor more than twenty-one (21) 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 by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase 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:**

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 initial 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, Journey Level Mechanics, Automotive Technicians, Body Repair Technicians, 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's and Communication Technician, Lead'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 paid to include overtime; however, this shall not be changed by any overtime multiplier.
  - 6. Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

## **ARTICLE 27 - 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 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. 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 Transit System Maintenance Worker, Transit Facilities Specialist, 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 Transit Facilities Specialist 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 Transit Facilities Specialist'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. Transit System Maintenance Worker'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 not take effect less than seven (7) calendar days nor more than twenty-one (21) 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 by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase 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 initial 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 paid 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.
  7. Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

## **ARTICLE 28 - WORKING CONDITIONS - FIXED ROUTE CUSTOMER SERVICE**

- A. **Customer Service Representatives** (CSR's) 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.
- 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 29 - 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 leave without pay 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 by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase 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.
- J. **Certification Pay:** Upon completion of the initial 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 Warehouse Technician Is and Warehouse Technician IIs who obtain and retain obtain and maintain ASE Parts Specialist certifications P1 Medium-Heavy Truck Parts Specialist and/or P2 Automobile Parts Specialist.
  2. The combination of certification pay shall be limited to an additional fifty cents (\$0.50) per hour per employee.
  3. 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.
  4. This pay will be for all hours paid to include overtime; however, this shall not be changed by any overtime multiplier.
  5. Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

## **ARTICLE 30 – SURVEILLANCE, MONITORING, AND TRACKING TECHNOLOGY**

- A. **Purpose and Use:** The primary purpose of Pierce Transit's surveillance, monitoring, and vehicle and equipment tracking technology (for example, 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 (for example, Lytx, DriveCam, or similar vendor).
  6. Fulfillment of law enforcement agency requests.

- B. **Cameras in Vehicles:** Although cameras in vehicles will not be positioned in or on vehicles in such a manner as to directly record the Operators while driving, the parties acknowledge that images of Operators may be captured in video of the fare box as well as when the Operator is out of his/her seat.
- C. **Fleet Management Technology:** With respect to a fleet management technology package provided by a third-party vendor (for example, Lytx, DriveCam, or similar vendor) cameras will be directed toward Operators; however, audio and video data will not be set to be continually recorded and preserved. Instead, audio and video data will be preserved and reviewed only when triggered in response to triggering events (for example, accidents collisions, acceleration, sudden deceleration, hard braking, or hard turning). In addition, Operators may manually trigger audio and video data for review. The Employer agrees not to arbitrarily review audio and video data. When audio and video data is automatically triggered by the technology or manually triggered by the Operator for review, the Employer shall be limited to eight (8) seconds before and four (4) seconds after 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. If audio or video is used as the basis for discipline, the Union shall have an opportunity to obtain a copy of such data prior to an investigatory meeting with the subject of the recording.

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 or video data flagged for review by a fleet management technology package provided by a third-party vendor.

- D. **Cameras in Buildings, Properties, and Facilities:** Cameras in buildings, properties, or facilities will not be placed in locations in which employees have a reasonable expectation of privacy (for example, changing areas, locker rooms, and washrooms).

E. **Employer Review of Data**

1. No "Fishing" or Random Review: Neither the Employer nor Public Safety will randomly review audio, video, or other data 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; (5) verification of facts reported by an employee or (6) requests by a law enforcement agency or other state or federal agency.

2. Review of Audio, Video, or Other Data Pursuant to a Precipitating Event:

a. Reviews initiated by a precipitating event will be for the purpose of determining what happened. An employee may be subject to coaching, counseling, or more serious discipline as a result. Any discipline shall be in accordance with the terms of this agreement.

b. Review of audio, video, or other data regarding a precipitating event, will be conducted by Pierce Transit's Public Safety personnel at the request of the Employer 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 of the precipitating event or any subsequent incident as referenced by Section E.2.c, and only the portion of the audio, video, or other data determined to be relevant to the precipitating event will be provided to the employee's management. In the

event audio, video, or other data is used as the basis for discipline, the Union will have an opportunity to obtain a copy of such data prior to an investigatory meeting with the subject of the recording.

c. If the Employer reviews data due to a precipitating event and the data reveals possible misconduct unrelated to the initial event, the Employer may rely on the data to support discipline

### 3. Review of Audio, Video, or Other Data for Business Purposes:

a. The Employer uses technology (for example, dispatch/automatic vehicle location or CAD/AVL) which provides data related to the performance of vehicles, equipment, routes, and resource allocation in order to monitor 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 a targeted surveillance for "fishing." Auditing or inspecting the data by the Employer shall be limited to legitimate business purposes (that is, for accuracy, efficiency, etc.).

b. 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 and will notify the Union so that it may request a copy of such data prior to an investigatory meeting.

## **ARTICLE 31 - 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 32 - 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.

### **ARTICLE 33 - 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 34 – DURATION**

**Term of Agreement:** This Agreement shall remain in full force and effect from January 1, 2021 through December 31, 2023 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

COLLECTIVE BARGAINING AGREEMENT

by and between  
PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY

and

AMALGAMATED TRANSIT UNION, LOCAL 758, AFL-CIO

January 1, 2021 - December 31, 2023

FOR THE AMALGAMATED TRANSIT UNION, LOCAL 758:



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Isaac O. Tate  
President/Business Agent



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Vonda Marshall  
Financial Secretary/Treasurer

FOR THE PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION:



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Marty Campbell  
Board of Commissioners, Chair



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Mike Griffus  
Chief Executive Officer



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Deanne Jacobson  
Clerk  
of the Board

## APPENDIX A: OPERATIONS JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2932	TRANSIT OPERATOR TRAINEE	01/01/21	\$22.69				
		01/01/22	\$23.37				
		01/01/23	\$23.90				
2935	RELIEF TRANSIT OPERATOR	01/01/21	\$24.02	\$24.86			
		01/01/22	\$24.74	\$25.61			
		01/01/23	\$25.30	\$26.19			
2930	TRANSIT OPERATOR	01/01/21	\$25.78	\$26.53	\$27.40	\$28.97	\$32.71
		01/01/22	\$26.55	\$27.33	\$28.22	\$29.84	\$33.69
		01/01/23	\$27.15	\$27.94	\$28.85	\$30.51	\$34.45
3070	PARATRANSIT DRIVER	01/01/21	\$24.02	\$24.86			
		01/01/22	\$24.74	\$25.61			
		01/01/23	\$25.30	\$26.19			
3060	MICROTRANSIT DRIVER	01/01/21	\$19.77	\$20.74	\$21.78	\$22.88	\$24.02
		01/01/22	\$20.36	\$21.36	\$22.43	\$23.57	\$24.74
		01/01/23	\$20.82	\$21.84	\$22.93	\$24.10	\$25.30
2940	SERVICE SUPERVISOR	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2760	SCHEDULER	01/01/21	\$35.82	\$37.37			
		01/01/22	\$36.89	\$38.49			
		01/01/23	\$37.72	\$39.36			
2710	SPECIALIZED TRANSPORTATION DISPATCHER	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2712	SPECIALIZED TRANSPORTATION ANALYST	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2850	INSTRUCTOR	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2942	SPECIAL EVENTS COORDINATOR	01/01/21	\$38.41	\$40.09			
		01/01/22	\$39.56	\$41.29			
		01/01/23	\$40.45	\$42.22			
2926	COMMUNICATIONS CONTROLLER	01/01/21	\$38.22	\$39.89			
		01/01/22	\$39.37	\$41.09			
		01/01/23	\$40.45	\$42.22			
2825	SERVICE SUPPORT TRAINING COORDINATOR	01/01/21	\$38.22	\$39.89			
		01/01/22	\$39.37	\$41.09			
		01/01/23	\$40.45	\$42.22			
2927	SERVICE IMPACTS SUPERVISOR	01/01/21	\$38.22	\$39.89			
		01/01/22	\$39.37	\$41.09			
		01/01/23	\$40.45	\$42.22			

See Article 13, Section A, paragraph 2 for a description of step increases.

## APPENDIX B: FLEET MAINTENANCE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2950	FLEET CARE ATTENDANT	01/01/21	\$20.35	\$21.20	\$22.01	\$22.91	
		01/01/22	\$20.96	\$21.84	\$22.67	\$23.60	
		01/01/23	\$21.43	\$22.33	\$23.18	\$24.13	
2730	SERVICE STATION ATTENDANT	01/01/21	\$21.92	\$23.29	\$24.58	\$25.50	
		01/01/22	\$22.58	\$23.99	\$25.32	\$26.27	
		01/01/23	\$23.09	\$24.53	\$25.89	\$26.86	
3030	BUS LOT ATTENDANT	01/01/21	\$27.38				
		01/01/22	\$28.20				
		01/01/23	\$28.83				
2690	UPHOLSTERER	01/01/21	\$30.06	\$31.31	\$32.59	\$33.74	
		01/01/22	\$30.96	\$32.25	\$33.57	\$34.75	
		01/01/23	\$31.66	\$32.98	\$34.33	\$35.53	
2800	MECHANIC I	01/01/21	\$29.02	\$30.57	\$32.17	\$33.77	
		01/01/22	\$29.89	\$31.49	\$33.14	\$34.78	
		01/01/23	\$30.56	\$32.20	\$33.89	\$35.56	
2790	JOURNEY LEVEL MECHANIC	01/01/21	\$34.22	\$35.58	\$36.98	\$38.83	
		01/01/22	\$35.25	\$36.65	\$38.09	\$39.99	
		01/01/23	\$36.04	\$37.47	\$38.95	\$40.89	
2970	AUTOMOTIVE TECHNICIAN	01/01/21	\$32.87	\$34.22	\$35.58	\$36.98	\$38.83
		01/01/22	\$33.86	\$35.25	\$36.65	\$38.09	\$39.99
		01/01/23	\$34.62	\$36.04	\$37.47	\$38.95	\$40.89
2780	LEAD MECHANIC	01/01/21	\$36.13	\$37.91	\$39.79	\$41.78	
		01/01/22	\$37.21	\$39.05	\$40.98	\$43.03	
		01/01/23	\$38.05	\$39.93	\$41.90	\$44.00	
2860	BODY REPAIR TECHNICIAN	01/01/21	\$32.87	\$34.22	\$35.58	\$36.98	\$38.83
		01/01/22	\$33.86	\$35.25	\$36.65	\$38.09	\$39.99
		01/01/23	\$34.62	\$36.04	\$37.47	\$38.95	\$40.89
3040	PREVENTATIVE MAINTENANCE SERVICE TECHNICIAN	01/01/21	\$27.38				
		01/01/22	\$28.20				
		01/01/23	\$28.83				
3006	COMMUNICATIONS EQUIPMENT INSTALLER	01/01/21	\$26.70	\$27.93	\$29.19	\$30.45	\$31.61
		01/01/22	\$27.50	\$28.77	\$30.07	\$31.36	\$32.56
		01/01/23	\$28.12	\$29.42	\$30.75	\$32.07	\$33.29
3010	COMMUNICATION TECHNICIAN	01/01/21	\$34.66	\$36.55	\$38.57	\$40.67	\$42.71
		01/01/22	\$35.70	\$37.65	\$39.73	\$41.89	\$43.99
		01/01/23	\$36.50	\$38.50	\$40.62	\$42.83	\$44.98
3020	COMMUNICATION TECHNICIAN, LEAD	01/01/21	\$37.16	\$39.18	\$41.31	\$43.74	\$45.73
		01/01/22	\$38.27	\$40.36	\$42.55	\$45.05	\$47.10
		01/01/23	\$39.13	\$41.27	\$43.51	\$46.06	\$48.16
2840	TRANSIT MAINTENANCE WORKER	01/01/21	\$17.89	\$19.20	\$20.16	\$21.91	
		01/01/22	\$18.43	\$19.78	\$20.76	\$22.57	
		01/01/23	\$18.84	\$20.23	\$21.23	\$23.08	

Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 26, Section I. See Article 13, Section A, paragraph 2 for a description of step increases.

## APPENDIX C: FACILITIES MAINTENANCE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2810	MAINTENANCE MECHANIC	01/01/21	\$30.06	\$31.31	\$32.59	\$33.74	\$35.43
		01/01/22	\$30.96	\$32.25	\$33.57	\$34.75	\$36.49
		01/01/23	\$31.66	\$32.98	\$34.33	\$35.53	\$37.31
2820	LEAD MAINTENANCE MECHANIC	01/01/21	\$34.34	\$36.12	\$37.98	\$39.87	
		01/01/22	\$35.37	\$37.20	\$39.12	\$41.07	
		01/01/23	\$36.17	\$38.04	\$40.00	\$41.99	
2961	TRANSIT SYSTEM MAINTENANCE WORKER	01/01/21	\$17.20	\$18.53	\$19.49	\$21.24	
		01/01/22	\$17.72	\$19.09	\$20.07	\$21.88	
		01/01/23	\$18.12	\$19.52	\$20.52	\$22.37	
2960	TRANSIT FACILITIES SPECIALIST (Hired prior to 7/1/96)	01/01/21	\$23.55	\$24.36	\$25.32		
		01/01/22	\$24.26	\$25.09	\$26.08		
		01/01/23	\$24.81	\$25.65	\$26.67		
2960	TRANSIT FACILITIES SPECIALIST (Hired ON or AFTER to 7/1/96)	01/01/21	\$20.35	\$21.20	\$22.01	\$22.91	
		01/01/22	\$20.96	\$21.84	\$22.67	\$23.60	
		01/01/23	\$21.43	\$22.33	\$23.18	\$24.13	

Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 27, Section H. See Article 13, Section A, paragraph 2 for a description of step increases.

## APPENDIX D: WAREHOUSE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2680	WAREHOUSE TECHNICIAN I	01/01/21	\$26.70	\$27.93	\$29.19	\$30.45	\$31.61
		01/01/22	\$27.50	\$28.77	\$30.07	\$31.36	\$32.56
		01/01/23	\$28.12	\$29.42	\$30.75	\$32.07	\$33.29
2670	WAREHOUSE TECHNICIAN II	01/01/21	\$28.34	\$29.76	\$31.23	\$32.63	\$34.05
		01/01/22	\$29.19	\$30.65	\$32.17	\$33.61	\$35.07
		01/01/23	\$29.85	\$31.34	\$32.89	\$34.37	\$35.86
2845	WAREHOUSE COURIER	01/01/21	\$20.36	\$21.35	\$22.38	\$23.50	
		01/01/22	\$20.97	\$21.99	\$23.05	\$24.21	
		01/01/23	\$21.44	\$22.48	\$23.57	\$24.75	
2685	WAREHOUSE ASSISTANT	01/01/21	\$23.28	\$24.43	\$25.61	\$27.06	
		01/01/22	\$23.98	\$25.16	\$26.38	\$27.87	
		01/01/23	\$24.52	\$25.73	\$26.97	\$28.50	

Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 29, Section E. See Article 13, Section A, paragraph 2 for a description of step increases.



## APPENDIX E: ADMINISTRATIVE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2890	CLERICAL ASSISTANT	01/01/21	\$17.29	\$17.97	\$18.65	\$19.26	\$19.99	\$22.15
		01/01/22	\$17.81	\$18.51	\$19.21	\$19.84	\$20.59	\$22.81
		01/01/23	\$18.21	\$18.93	\$19.64	\$20.29	\$21.05	\$23.32
2880	ADMINISTRATIVE SPECIALIST I	01/01/21	\$20.40	\$21.07	\$21.77	\$22.58	\$23.31	\$24.66
		01/01/22	\$21.01	\$21.70	\$22.42	\$23.26	\$24.01	\$25.40
		01/01/23	\$21.48	\$22.19	\$22.92	\$23.78	\$24.55	\$25.97
2750	ADMINISTRATIVE SPECIALIST II	01/01/21	\$22.08	\$22.87	\$23.67	\$24.49	\$25.24	\$27.15
		01/01/22	\$22.74	\$23.56	\$24.38	\$25.22	\$26.00	\$27.96
		01/01/23	\$23.25	\$24.09	\$24.93	\$25.79	\$26.59	\$28.59
2775	CUSTOMER SERVICE REPRESENTATIVE (FIXED ROUTE)	01/01/21	\$22.14	\$22.91	\$23.68	\$24.55	\$25.32	\$26.73
		01/01/22	\$22.80	\$23.60	\$24.39	\$25.29	\$26.08	\$27.53
		01/01/23	\$23.31	\$24.13	\$24.94	\$25.86	\$26.67	\$28.15
2774	LEAD CUSTOMER SERVICES REPRESENTATIVE	01/01/21	\$25.79	\$26.50	\$27.96			
		01/01/22	\$26.56	\$27.30	\$28.80			
		01/01/23	\$27.16	\$27.91	\$29.45			
2773	MARKETING SERVICES REPRESENTATIVE	01/01/21	\$22.08	\$22.81	\$23.57	\$24.36	\$25.12	\$26.53
		01/01/22	\$22.74	\$23.49	\$24.28	\$25.09	\$25.87	\$27.33
		01/01/23	\$23.25	\$24.02	\$24.83	\$25.65	\$26.45	\$27.94
2772	TRAVEL TRAINER	01/01/21	\$23.12	\$24.02	\$24.88	\$25.54	\$26.25	\$27.69
		01/01/22	\$23.81	\$24.74	\$25.63	\$26.31	\$27.04	\$28.52
		01/01/23	\$24.35	\$25.30	\$26.21	\$26.90	\$27.65	\$29.16
2761	CUSTOMER SERVICE REPRESENTATIVE (SHUTTLE)	01/01/21	\$21.04	\$21.77	\$22.51	\$23.34	\$24.07	\$25.50
		01/01/22	\$21.67	\$22.42	\$23.19	\$24.04	\$24.79	\$26.27
		01/01/23	\$22.16	\$22.92	\$23.71	\$24.58	\$25.35	\$26.86
2870	DATA SPECIALIST	01/01/21	\$21.14	\$21.99	\$22.81	\$23.70	\$24.57	\$26.21
		01/01/22	\$21.77	\$22.65	\$23.49	\$24.41	\$25.31	\$27.00
		01/01/23	\$22.26	\$23.16	\$24.02	\$24.96	\$25.88	\$27.61
2990	ACCOUNT CLERK	01/01/21	\$23.45	\$24.32	\$25.18	\$26.06	\$27.37	\$28.61
		01/01/22	\$24.15	\$25.05	\$25.94	\$26.84	\$28.19	\$29.47
		01/01/23	\$24.69	\$25.61	\$26.52	\$27.44	\$28.82	\$30.13
2980	ACCOUNTANT I	01/01/21	\$26.44	\$27.63	\$28.86	\$30.01	\$31.24	\$32.58
		01/01/22	\$27.23	\$28.46	\$29.73	\$30.91	\$32.18	\$33.56
		01/01/23	\$27.84	\$29.10	\$30.40	\$31.61	\$32.90	\$34.32
2985	PAYROLL SPECIALIST	01/01/21	\$26.44	\$27.63	\$28.86	\$30.01	\$31.24	\$32.58
		01/01/22	\$27.23	\$28.46	\$29.73	\$30.91	\$32.18	\$33.56
		01/01/23	\$27.84	\$29.10	\$30.40	\$31.61	\$32.90	\$34.32

See Article 13, Section A, paragraph 2 for a description of step increases.

## APPENDIX F: APPRENTICE MECHANIC JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
2653	APPRENTICE DIESEL MECHANIC	01/01/21	\$27.38	\$29.09	\$30.81	\$32.51
		01/01/22	\$28.20	\$29.96	\$31.73	\$33.49
		01/01/23	\$28.83	\$30.63	\$32.44	\$34.24

Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 26, Section I. See Article 13, Section A, paragraph 2 for a description of step increases.

## APPENDIX G DEFINITIONS – OPERATIONS

The following definitions are provided for reference and educational purposes only and in the event of a conflict between an issue covered in this Article and the same issue covered in another Article, the other Article shall control.

- A. **Assignment:** Work consisting of runs, pieces of runs or trippers.
- B. **Guarantee Time/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 four-ten (4/10) 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 thirty (30) 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.
  - 4. **Paratransit or MicroTransit Driver Specialized Transportation Driver:** An operator of Paratransit or MicroTransit routes that do not require a CDL.
- 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. **Tripper:** 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.

### **LIST OF MOAS/MOUS**

Any MOAs/MOUs not listed here at the time of ratification are considered expired and no longer valid. Additional MOAs may be developed through the term of the agreement by mutual agreement of both parties.

Date	Title
2.5.2021	Long Term Absence Shake-up Bid Agreement #2021-1
7.17.2020	Reduction in Service – Transit Operators #2020-5
9.11.2017	Agreement on Discipline



**Memorandum of Agreement (MOA) #2021-01**

**by and between**

**Pierce County Public Transportation Benefit Area Authority Corporation (Pierce Transit)**

**and**

**Amalgamated Transit Union Local 758, AFL-CIO (Union)**

**Regarding:**

**Long Term Absence Shake-Up Bid Agreement**

This Memorandum of Agreement reflects of the mutual interest of Pierce Transit and the Union (the parties) in ensuring all work that is declared vacant during system shake-ups is available to be selected, in accordance with seniority, by Transit Operators who will be in a working status during the timeframe of the shake-up that is being signed for.

1. In applying Article 24 – Scheduling – Operators, the parties agree to the following:
  - a. Article 24.B.1 is hereby modified as follows:

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 and following the guidelines in subsections a, b, c and d below. Shake-ups will be reviewed with the Union prior to the starting date of the new period.”

- a. Any full-time operator who has been absent from work for 90 consecutive days or more with no approved return to work date in place will be passed over during the shake-up signing process and their signing time will be moved to the end of the bid in order of seniority.

- b. Any full-time operator who has made it known that they will be absent from work for the entirety of the shake-up period to be bid will be passed over during the shake-up signing process and their signing time will be moved to the end of the bid in order of seniority.

- c. Any operator that was passed over during a shake-up bid process and is cleared to return during that shake-up will have the choice of the following: the work they are assigned, being placed on the extra board, or selecting a full-time assignment that is open at the time of their return to work.

- d. Prior to signing times being posted the list of operators who will be passed over due to absence will be vetted with the Union’s Business Agent or designee.





This agreement may be reopened by either party to discuss timelines or any other need by mutual agreement.

Agreed this 5th day of February 2021

For Pierce Transit

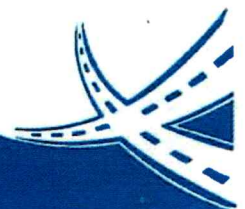
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Amy Cleveland  
Executive Director of Administration

For the Union

A handwritten signature in black ink, appearing to read "Isaac Tate", written over a horizontal line.

Isaac Tate  
ATU Local 758 President/Business Agent





**Memorandum of Agreement (MOA) #2020-05**

**by and between**

**Amalgamated Transit Union Local 758, AFL-CIO (Union) and**

**Pierce County Public Transportation Benefit Area Authority Corporation (Pierce Transit)**

**RE: Reduction in Service – Transit Operators**

**May 2020**

This Memorandum of Agreement (MOA) is a result of the COVID-19 (Coronavirus) pandemic and significant reduction in ridership. Pierce Transit (PT) has declared a state of emergency and has decided that positions will be eliminated, reduced or furloughed due to said reduction in services. This MOA will be non-precedent setting.

**The parties agree to the following:**

1. **Position Reductions.** PT will be reducing sixty-four (64) Transit Operator positions through layoff (25 positions), demotion to Relief Transit Operator (RTO) (9 positions) and 17-week furlough (30 positions). PT will solicit Operators to volunteer for these furloughs and layoffs. If not enough Operators volunteer, reductions, to include furloughs, demotions and layoffs, will be completed by reverse order of seniority in the job classification.
2. **Bumping Rights.** Operators being furloughed will not have the right to bump another employee in the same or a lower classification. Operators being laid off involuntarily will have bumping rights to RTO positions per the collective bargaining agreement (CBA).
3. **Wages.** Operators who elect to bump to RTO will be paid at the top step of the RTO pay range. These Operators' time in service at the Operator wage rate will be frozen. When these Operators are moved back to the Operator job classification, they will resume the wage step and time served for that Operator wage step.
4. **Vacation Leave.** Vacation leave for full time Operators (FTOs) who bump to RTOs will be as follows:
  - a. Per Article 17.A.6, as RTOs, these employees will accrue RTO vacation leave at the rate of 1.85 hours per pay period. Normally, these RTO vacation hours earned will be available for the employees to use 12 months from when they commenced to accrue the RTO vacation. By this MOA, the parties agree to make accrued RTO vacation hours available to the employees on January 1, 2021 rather than on the one-year anniversary, and the employees will have 12 months from the date the RTO vacation leave is available to use it. *For example*, Employee A bumps from FTO to RTO on May 10, 2020. Employee A accrues 1.85 hours of RTO vacation per pay period from May 10, 2020 through December 31, 2020 (16.9 pay periods), for a total of 31.265 hours. On January 1, 2021, the employee will have the 31.265 hours of RTO vacation leave available and must use them by January 1, 2022.

- b. Employees who accrued FTO vacation leave in 2019 have these vacation hours available for them to use in 2020, and they will continue to be available for them to use while serving as RTOs. FTO vacation hours earned in 2020 will be available for employees to use in 2021.
  - c. Employees are paid for vacation leave at their base hourly rate at the time they take vacation leave. Therefore, if these employees wish to preserve their 2020 available FTO vacation hours and carry them into 2021, they can submit a written request for an exception carryover per this MOA near the end of 2020 (the timeframe for this process to be determined by Employee Services). Any employee who does not request a carryover will, by default, have the remainder of their 2020 available unused FTO vacation leave cashed out at the annual year-end cash out per the CBA.
  - d. Upon recall to a FTO position, all of the employee's accrued but unused RTO vacation leave will be available for the employee to use within one year of reinstatement, and all available FTO vacation hours not used within the recall calendar year will be bought back by PT per the CBA, except for carryovers per Section 4.c above. All accrued but unavailable FTO vacation hours will be available for the employee to use in the following calendar year per current policies and practices.
5. **Health Care Insurance Coverage.** The following health care insurance coverage continuation is provided on a non-precedent setting basis to the employees impacted by the staffing reductions covered by this MOA.
- a. For an Operator/RTO who is laid off, PT will provide up to two (2) months of employer-paid health care insurance if the employee is currently covered by a PT health insurance plan, the employee elects to continue benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the employee continues to pay the employee's portion of the health care insurance premiums, provided the employee is not covered on PT's insurance through another PT employee or on another plan (such as through spouse or parent coverage or through another employer).
  - b. For an Operator who is furloughed, Pierce Transit will provide up to four (4) months of employer-paid health insurance if the employee is currently covered by a PT health insurance plan, the employee elects to continue benefits under COBRA and the employee continues to pay the employee's portion of the health care insurance premiums, provided the employee is not covered on PT's insurance through another PT employee or on another plan (such as through spouse or parent coverage or through another employer).

This is a one-time benefit through COBRA for Operators and RTOs impacted by this set of reductions. If an employee has already used up two (2) months of this employer-paid COBRA benefit while on unpaid leave with PT since January 1, 2020, they will no longer be eligible if laid off or will only be eligible for the remaining two (2) of the four (4) months if furloughed.

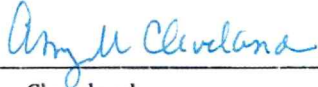


6. **Call Back from Furlough.** When fulltime Transit Operators are being returned to work, or to fill Transit Operator vacancies, PT will call back all Operators from furlough first, which may be prior to the full 17-week period. PT may conduct a voluntary call back process to allow employees, by seniority, the option to return to work prior to the 17 weeks if additional work is available. Otherwise, PT will call back Operators from furlough by reverse order of seniority in the job classification. When called back, the employee must return to work by no later than ten (10) calendar days from the date the notice letter is provided to the employee's last known address. It is the employee's responsibility to provide updated contact information to PT. Employees who are mandatorily called back from furlough and fail to report back to work will be separated from the Agency, provided that COVID high-risk employees who are called back and require leaves of absence due to stay-at-home orders per government, health officials or healthcare providers will be allowed to be on approved leave of absence once called back. These employees will follow state and federal laws and regulations and PT policies and procedures to request their leave of absence. Such employees may be required to provide supporting documentation.
7. **Recall from Layoff.** To fill RTO vacancies, or if PT decides that more Operators are needed to be returned to work, employees who have been laid off will be recalled in order of classification seniority, with the most senior employee in the classification being recalled first. Layoff recalls will be conducted in accordance with the CBA. In addition, PT may send a copy of the recall notice to the employee's email address in addition to the mailing requirement per the CBA. However, this email notice will not substitute for the registered/certified mailing required by the CBA, and the date of the email will not be used to calculate the number of days the laid off employee has to respond to the recall notice.
8. **Seniority.** The parties agree to the following seniority provisions during layoff or furlough.
  - a. *Layoffs:* Layoff will be as defined in the CBA. Additionally, the parties agree that if a probationary employee is laid off, the employee's probationary period will be frozen. When the employee is recalled from layoff, his/her probationary period will resume.
  - b. *Furloughs:* Transit Operators will continue to accrue Agency seniority and Classification seniority during furlough. However, if an employee is on probation, the employee's probationary period will be frozen when the employee is furloughed. When the employee is called back from furlough, his/her probationary period will resume.
  - c. *Recall of Probationary Relief Transit Operators (RTOs):* The parties agree on a non-precedent setting basis that probationary RTOs laid off during this COVID service reduction will be eligible to be recalled by order of RTO seniority.

Due to the unique situation of dealing with a pandemic and service reductions, the parties have agreed to the above provisions on a non-precedent setting basis. As a result, if any of the above conflicts with the current CBA or any previously signed agreements, the language in this MOA will supersede the prior agreement(s).

Agreed this 17<sup>th</sup> day of July, 2020.

For Pierce Transit:



Amy Cleveland  
Executive Director of Administration

For the Union:



Isaac Tate  
ATU Local 758 President/Business Agent

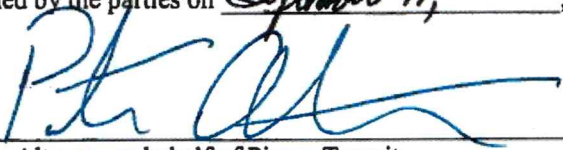
## MEMORANDUM OF AGREEMENT – DISCIPLINE


### **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