



COLLECTIVE BARGAINING AGREEMENT

By and between

PIERCE COUNTY

PUBLIC TRANSPORTATION BENEFIT AREA

AUTHORITY CORPORATION

And

AMALGAMATED TRANSIT UNION

LOCAL 758, AFL-CIO

January 1, 2024 – December 31, 2026



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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 an account or address provided by Local 758. 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 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 and without interrupting the Employer's operations. Employer work hours and resources 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 2nd 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 of Absence for Union President/Business Agent:** The Chief Administrative Officer 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 President/Business Agent.

F. Union Business Leave:

1. Union Reimbursed:
 - a. For pension purposes, leave will be designated as paid leave to the President/Business Agent, Vice President/Assistant Business Agent, Financial Secretary/Treasurer, and Recording Secretary. Such leave will not be considered hours worked for purposes of calculating overtime.
 - b. The Union will reimburse the employer monthly as follows:
 1. Union President: salary, employer retirement contributions, employer medical plans, and any other related costs incurred by the Employer, such as PFML, Long Term Care Tax, deferred compensation.
 2. Vice President/Assistant Business Agent, Financial Secretary/Treasurer and Recording Secretary: salary, employer retirement contributions, and any other related costs incurred by the Employer, such as PFML, Long Term Care Tax, deferred compensation.
 - c. The Vice President/Assistant Business Agent, Financial Secretary/Treasurer and Recording Secretary will be granted, with twenty-four (24) hours' notice, time off from work to conduct the business of the Union relating to this Agreement.
2. Union Leave Without Pay:
 - a. An employee may be relieved from work for union business other than that described in Section F, 1 & 3. Such leave will not be considered hours worked for purposes of calculating overtime.
 - b. Time off must be submitted in writing from the Union President/Business Agent or designee at least twenty-four (24) hours in advance of such time off. If unforeseen needs arise, the Union will notify the employee's supervisor requesting leave and the employer will determine if the request can be approved.
3. Employer paid:
 - a. The employer agrees to pay up to a total of one hundred and sixty (160) hours per calendar year for contract negotiations or labor management committee meetings. The Union will designate, in writing, who will use the one hundred and sixty (160) hours. Such leave will not be considered hours worked for purposes of calculating overtime.
 - b. Time off must be submitted in writing from the Union President/Business Agent or designee at least twenty-four (24) hours in advance of such time off. If unforeseen needs arise, the Union will notify the employee's supervisor requesting leave and the employer will determine if the request can be approved.

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 Chief, 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer 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 Chief Administrative Officer. 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 Chief Administrative Officer 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 Chief Administrative Officer 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 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 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 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

- A. Written warnings, notices of suspension, and notices of termination 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** shall be the length of all continuous employment from the employee's most recent date of hire, inclusive of authorized leaves of absence and probationary period. If an employee is laid off and is recalled to employment, time during layoff will be excluded from agency seniority. No person employed as a temporary employee shall accrue agency seniority.
 2. **Classification seniority** shall be the length of continuous service in the specific classification and in all higher classes to which the employee has been promoted or appointed within the bargaining unit. If an employee is laid off and is recalled to employment, time during layoff will be excluded from classification seniority. Employees shall continue to accrue seniority in the lower classification while in the higher classification. Seniority in the higher classification begins on the date of appointment or promotion.
- B. 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).
- C. An employee who is temporarily appointed to a classification shall not accrue seniority in that classification.
- D. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination.

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 their 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.
5. 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 control the increasing costs of health care insurance.
6. Medical, dental and vision plan design is outlined per the AWC Benefit Trust and agreed to between the parties.

7. 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:

Employees regularly scheduled thirty (30) hours or more per week will pay a 10% premium cost share for all medical and dental plans.

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
- Delta 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.

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:** After the employee completes their probationary period, the employer will match based on the table below. The match shall be based on years of agency service.

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 2024	6.0%
January 2025	4.0%
January 2026	4.0%

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

- 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 with the exception of Transit Operators who will move to the next step at one year from appointment to

Transit Operator. 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 Chief Administrative Officer 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 classification 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 or to attract and retain highly 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.

B. 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.

C. 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 21.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 (7th) 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.
- D. **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.
- E. **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. 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.
 2. 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.
 3. An additional twenty-five cents (\$.25) per hour will be paid to Lead Transit Facilities Mechanics and Transit Facilities 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. An additional two dollars (\$2.00) per hour will be paid to employees obtaining an Employer pre-approved professional/technical license(s). The combination of certification and licensing pay shall be limited to an additional three dollars (\$3.00) per hour per employee.
 4. An additional twenty-five cents (\$.25) per hour will be paid to Parts Technician and Parts Technician Leads who obtain and retain advanced technical skills through an Employer pre-approved Parts Specialist certification program. The combination of certification pay shall be limited to an additional one dollar (\$1.00) per hour per employee.

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 Payroll and their Supervisor.

This pay will be for all hours paid to include overtime; however, this shall not be changed by any overtime multiplier.

Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

F. **Shift Differential Pay:**

1. Effective with the first shakeup following execution of the agreement.

2. Employees in the Service Supervisor, Communications Controller, Dispatch Supervisor and Instructor classifications are eligible for shift differential when they bid to swing or graveyard shifts.
 - a. Employees will receive shift differential for all hours paid based on the shift that they bid.
 - b. Shift differential pay will be applied to the following shifts:
 - 1) Swing shift – \$1.50
 - 2) Graveyard shift – \$3.00
 - c. Shifts will be identified as swing or graveyard during the shakeup process.
 - 1) Swing shift – between 12:00 p.m. and 8:00 p.m.
 - 2) Graveyard shift – between 8:00 p.m. and 3:00 a.m.
 - d. Employees who bid to Extra Board will receive an additional \$0.50 per hour.

3. Employees in the classifications listed in Appendices B, C, D and F are eligible for shift differential when they bid to swing or graveyard shifts:
 - a. Employees will receive shift differential for all hours paid based on the shift that they bid.
 - b. Shift differential pay will be applied to the following shifts:
 - 1) Swing shift – \$1.50
 - 2) Graveyard shift – \$3.00
 - c. Shifts will be identified as swing or graveyard during the shakeup process.
 - 1) Swing shift – between 12:00 p.m. to 8:00 p.m.
 - 2) Graveyard shift – between 8:00 p.m. to 3:00 a.m.
 - 3) Employees will receive the shift pay where the majority of their bid lands. For example, if an employee bids for a shift that begins at 6:00pm, they will receive the graveyard shift differential pay for the entire shift and all hours paid.

G. Multi-lingual Pay:

1. Effective January 1, 2025 employees in the Transit Operator, Paratransit Driver, Microtransit Driver, Service Supervisor, Transit System Maintenance Worker, Transit Facilities Specialist, Administrative Specialist I & II, Customer Service Representatives (Fixed Route and SHUTTLE), Lead Customer Services Representative and Travel Trainer jobs are eligible for multi-lingual pay.
 - a. Employees must successfully pass a test to be eligible.
 - b. The top seven (7) languages using the U.S. Census for Pierce County will determine which languages employees may test.
 - c. Those that have successfully passed the test will be paid \$250.00 per calendar year.
 - d. Payment will be made in the first full pay period of the calendar year.

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 for the full shift (no more than thirty (30) minutes of leave without pay) 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 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. Employees will not be required to take an unpaid day off in lieu of the holiday. 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 Chief Administrative Officer 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 will be paid holiday pay on a prorated basis based on their Full Time Equivalent (FTE), with a minimum of four (4) hours of holiday pay. For example, a 0.70 FTE will receive 5.6 hours of holiday pay. Part-time employees are eligible for holidays provided they have a minimum of thirty-six (36) paid hours in the pay period which contains the holiday.
- 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 eleven (11) 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.
- L. Wellness Days: Two (2) additional Personal Holidays shall be loaded in the first full pay period of the calendar year. For an employee to be eligible, the following conditions have been met the prior year.
 - 1. Employee participated in a documented activity which counted toward the AWC Well City Award and,
 - 2. Employee participated in the annual Wellness Survey.

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 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 Chief Administrative Officer 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. Part time employees will use vacation leave as determined by their defined part time schedule with a minimum of four (4) hours per full day/shift.
- 3. 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 terminated or who resign during their probationary period shall not be entitled to compensation.
2. Employees on a temporary assignment for more than thirty (30) days will have leave taken during the temporary assignment paid at the higher rate.
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 Human Resources 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.

2. 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, by no later than November 30th 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. Employees on a temporary assignment for more than thirty (30) days will have leave taken during the temporary assignment paid at the higher rate.
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. Part-time employees will use sick leave as determined by their defined part time schedule with a minimum of four (4) hours per full day/shift.

5. 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 Chief

Administrative Officer, 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 Chief 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 termination.
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 at Pierce Transit's request or are a part of their job responsibilities, 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. 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. 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. 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. 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 active employees.
 - a. Service Supervisors and Service Impact Supervisor
 - b. All classifications listed on Appendix B, Fleet Maintenance
 - c. All classifications listed on Appendix C, Facilities Maintenance
 - d. All classifications listed on Appendix D, Warehouse
 - e. All classifications listed on Appendix F, Apprentice

2. Employees in the Transit Operator classification 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. To be eligible for the award(s) the employee must have worked at least 1250 hours in the calendar year. Such awards will be paid out in January of the following year to all active employees.
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	\$400.00
4. Eye Glasses	\$400.00

Eye glasses will be reimbursed after the employee has provided documentation that they exhausted the annual allotment available under the current vision plan.

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 full time Transit Operators, excluding Extra Board, 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 Operators are available except where assigning such work to an Extra Board 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 at least seventy-five percent (75%) having three (3) consecutive days off. Effective with the March 2026 shakeup, the number of 4/10 shifts shall be comprised of straight runs with at least fifty percent (50%) having three (3) consecutive days off unless the Union provides a written objection to the employer by September 1, 2025.

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 will not exceed 15% for the year 2024. Beginning January 1, 2025, 4/10 assignments will not exceed 25%.

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

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. **Route Training Pay:** Transit Operators, when required to conduct route training for 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. All Transit Operators, excluding those that sign a 4/10 schedule who work regular runs, trippers or parts of assignments not completed in ten (10) consecutive hours shall receive an additional three dollars (\$3.00) per hour for every hour or fraction thereof for work performed thereafter.
2. Transit Operators who sign a 4/10 schedule and work more than eleven (11) consecutive hours, shall receive an additional three dollars (\$3.00) per hour or fraction thereof for work performed thereafter

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. **Guarantee Time/Pay:**

1. All full time Transit Operators shall have a minimum of forty (40) hours of pay each work week.
2. Operators who bid 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 towards guarantee pay.
3. Extra Board Operators shall have a minimum of forty (40) hours of pay each work week and do not receive daily guarantee pay associated with bid work. Extra Board shall be available for any assigned work.

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. **Retiree Rehire:** 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:
1. Rehired Operators will be paid at the top step of the Operator wage scale.
 2. Rehired Operators will not be eligible for the benefits waiver payment.
 3. 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. 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 no 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, within Federal Regulations.
5. Transit Operators are required to follow Federal Regulations for hours of service and are responsible for monitoring their hours. Should a Transit Operator reach the maximum hours, while working for Pierce Transit, they will be removed from service and paid for actual hours worked for that day.
6. Should an assignment 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 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.

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. Dispatch 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".