

2. Late Operators whose work has been reassigned shall be marked as a "late-miss". If the late Operator received less than eight (8) hours work for the day, they may be required to serve an additional report. All late reports will be served on the same day as the "late-miss".
 3. An Operator finding it necessary to go on the sick board must notify Dispatch at least one (1) hour before their assigned report time. Failure to do so will mean that the Operator will be placed in a missed/sick status but will not be required to serve a late report upon the first day back to work.
- D. **Sick Board:** An Operator on the sick board wishing to return to work must notify Dispatch before 3:00 p.m. of the day before desiring to return to work. Operators calling in sick on a late run on the first day of an illness have until 10:00 a.m. the following morning to notify Dispatch that they are able to return to work. A late run is a run that begins after 2:00 p.m.
- E. **Vacation Days:**
1. Transit Operators are required to sign for vacation weeks once a year by seniority for the following year. Such signing shall not exceed the equivalent of one year's vacation accrual. Those who have insufficient accrued vacation time due to time off may sign for their entire vacation entitlement period but will not be paid for more days than they have actually accrued.
 2. Transit Operators may request single day vacation days "wild days" up to ninety (90) days in advance.
 3. Vacation hours not used by December 31 of each calendar year may be carried over into the next calendar year up to the maximum vacation accrual amount. This carryover provision does not apply to Personal Holidays which must be used in the same year they are accrued.
- F. **Trading Work:** Employees may trade work with other employees in their same classification, within the same work week (Sunday through Saturday), as long as the wage cost to the Employer does not exceed the wage cost had the trade not occurred. The employees shall obtain their supervisor's permission prior to making the trade.
- G. **Extra Board Transit Operators:**
1. **Hours and Days Off:**
 - a. Extra Board Transit Operators shall be guaranteed forty (40) hours work each work week. Time lost while in a paid status shall be deducted from the guarantee at the rate of actual hours so lost, not to exceed eight (8) hours per day. No time shall be deducted for the regular day off. It is also understood that any time worked netting more than the above guarantee shall be paid for at the appropriate rate of pay and that the paid time of all Extra Board Transit Operators shall be divided equally, if possible. In determining such equalization of time, the Employer shall consider any leave used by the Transit Operator.
 - b. Extra Board Transit Operators covered by this Agreement will choose days off in accordance with seniority, during the shakeup from the available days off. New employees assigned to the Extra Board will be assigned days off from Dispatch by seniority. Such days to be documented by Dispatch for the period of the shake-up.
 - c. In the event an Extra Board Transit Operator's assignment must be changed, the Dispatcher will try to contact said Transit Operator up to one (1) hour prior to the original sign-up time. If not successful, the Dispatcher may take whatever steps deemed necessary to fill open work and the originally scheduled Transit Operator shall not be entitled to pay for the missed work. In addition, if an Extra Board Transit Operator reports at original sign-

up time and his/her assignment is changed to a later sign-up, he/she will be paid for interim time unless it exceeds fifteen (15) minutes. If interim time does not exceed fifteen (15) minutes, pay will start at original sign-up time.

- d. If a run must be filled after all Extra Board Transit Operators have received assignments, a late run may be assigned in accordance with Commercial Driver's License regulations. Such work can only be declined due to sickness or family emergency.
- e. When a **Vacation** Transit Operator has signed a vacation run-and the run is not available for several days, Dispatch will assign a comparable run if possible, that is known will be open for an extended period of time, and of which the Operator is knowledgeable. If such runs are not available, runs/assignments may be made on a day-to-day basis. This also applies when a vacation run vacancy occurs because an employee has left the Employer.
- f. **Vacation** Transit Operators without an assigned run will have a minimum of two (2) consecutive days off per week. A Transit Operator signing a vacation run for an Extra Board Operator shall have his/her days off determined by the Extra Board Operator's scheduled days off. When a 4/10 vacation run vacancy occurs, the Vacation Operator will be reverted back to two (2) days off.

2. **Eight and One Half Hours Off:** Extra Board Transit Operators shall not be required to report for morning duty less than eight and one half (8 ½) hours after completing work the night before.

H. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be comprised of a straight run or a ten (10) hour assignment, Operators are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat.

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

J. **Part Time Transit Operators:**

- 1. Part time work will be introduced based on operational needs, likely introduced at the time of the first shake-up following the implementation of rostering.
- 2. Part time work will average between 20 to 29 hours of work. Extra Board will be assigned available work prior to part time Transit Operators.
- 3. **Part Time Runs.** Some runs will be designated as "Part Time Runs" and will be bid only by part time Transit Operators. Full time Transit Operators will not be laid off as a result of the introduction of the new part time operator positions.
- 4. **Number of Part Time positions:**
 - a. Effective 2024, the number of part time positions shall not exceed 10 positions.
 - b. Effective 2025, the number of part time positions shall not exceed 15 positions.
 - c. If there is an interest from the Transit Operators for more part time positions, the Union and Employer agree to discuss.
- 5. **Employment Status Changes.** Transit Operators who seek to change their part time and full time status must apply for the change by making a written request to their assistant manager no later than sixty (60) days prior to the next shake-up.

6. Prior to each shake-up, the Employer will determine what part time and full-time work is available. Seniority will not be used to bump an existing Transit Operator back to full time or part time.
7. **Seniority.** Seniority of full time and part time Transit Operators shall be maintained on separate lists. However, the seniority as a full time Transit Operator will be used to determine the order of bidding for part time Transit Operators. Part time Transit Operators will continue to earn seniority as a full time Transit Operator. Part time Transit Operators hired externally will have a separate seniority list.
8. **Bidding Work.** Bidding for part time work shall coincide with the shake-ups. After each shake-up, any vacant part time work will be filled by the Extra Board.
9. **Eight and One Half Hours Off:** Part Time Transit Operators shall not be required to report for duty less than eight and one half (8 ½) hours after completing their prior shift.
10. **Probationary Period:** Full time Transit Operators who have completed probation and become part time will not serve a probationary period. Any part time positions filled externally will serve a probationary period of 1,040 worked hours.
11. **Effect on Benefits of a Change in Employment Status.** Employment status changes will occur at the beginning of the shake-up. Accrued time off earned by the employee before their status change will be retained by the employee and new accruals will begin with the date of the change. Changes in health plan benefit premiums will take place as of the first of the month following the date of the change.

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

A. Working Conditions Paratransit or MicroTransit Drivers:

1. Employees in the non-CDL Specialized Transportation classification may be assigned to work either Paratransit or MicroTransit, based on business needs.
2. Effective with the September 2024 shakeup, the Transit Operator positions assigned to SHUTTLE will be changed to the Paratransit Driver classification. Transit Operators will have a one-time opportunity to bid for these positions.
3. Pierce Transit reserves the right to subcontract the work with sixty (60) calendar days' notice to the Union.

B. Working Conditions Specialized Transportation Customer Services Representatives:

1. **Master Shake-Up:** There shall be two (2) shake-ups a year to be effective as close as possible to the months of March and September. All shifts shall be declared vacant and Customer Services Representatives (CSR's) shall select shifts in accordance with their seniority. In addition, a master shake-up will be conducted when any new shifts are added.
2. **Mini Shake-Up:** In the event one (1) or more existing shifts become vacant, is deleted, or is modified by more than sixty (60) minutes, and more than sixty (60) calendar days remain prior to a master shake-up, a mini shake-up will be held for CSR's with seniority below the affected shifts.
3. **Procedures for Conducting the Customer Services Representatives Shake-Up:**
 - a. Shifts will be posted in the Specialized Transportation office at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the

posting and will not last any longer than three (3) working days.

- c. The shake-up will begin two (2) weeks after posting.
 - d. CSR's who will be unavailable during their sign-up time are expected to leave choices with the CSR supervisor or designee. If a CSR fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Agent or designee, will choose a shift for that CSR. Every effort will be made to choose a shift similar to the shift the employee is then working.
4. **Customer Services Representatives Vacation:** Regular part-time employees will be paid vacation leave on a prorated basis, determined by their part-time schedule.
5. **Customer Services Representative Sick Leave Notification:** CSR's must contact their supervisor one (1) hour prior to the start of their assigned shift to be placed on the sick board. Failure to call in sick at least one (1) hour prior to the scheduled report time constitutes a late report. A CSR on the sick board wishing to return to work must notify their supervisor before 4:00 p.m. of the day before desiring to return to work. CSR's calling in sick on a late shift on the first day of an illness have until 10:00 a.m. the following morning to notify their supervisor that they are able to return to work. A late shift is a shift that begins after 2:00 p.m.

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

1. **Shake-Ups:** Paratransit Dispatchers and Paratransit Service Supervisors are not permitted to sign outside of their respective disciplines.
- a. **Master Shake-Up:** There shall be two (2) Shake-Ups a year to be effective in the months of March and September. A master Shake-up will also be conducted when any new shifts are added.
 - b. **Mini Shake-Up:** In the event one (1) or more existing shifts becomes vacant, is deleted, or is modified by more than sixty (60) minutes and more than sixty (60) calendar days remain prior to a master Shake-up, a mini Shake-up will be held with seniority below the affected shifts.
2. **Conducting Master and Mini Shake-Ups:**
- a. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting.
 - c. Shifts will begin two (2) weeks after posting.
 - d. Paratransit Dispatchers/Paratransit Service Supervisors who will be unavailable during their sign-up time are expected to leave choices with their immediate supervisor or designee. If a Paratransit Dispatcher/Paratransit Service Supervisor fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Agent or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
3. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager one (1) hour prior to the start of their assigned shift at the designated contact number to be placed

on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager before 4:00pm of the day before desiring to return to work.

4. **Overtime:** The overtime rate at one and one half (1 ½) times the employee's regular rate of pay exclusive of any special or premium pay will be paid for time worked that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for the purposes of calculating overtime.
 5. **Accident/Incident Reports:** Employees shall be paid at their regular hourly rate of pay for the time required to complete each accident/incident report.
- D. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.
- E. **Rest Breaks:** Routes shall be designed and scheduled in such a manner as to allow employees to take breaks of up to ten (10) minutes for every four (4) hours worked.

ARTICLE 23 - WORKING CONDITIONS - SERVICE SUPPORT

A. **Service Supervisors:**

1. **Shake-Ups:** A period of time in which Service Supervisor shifts are considered vacant, and staff signs shifts in order of seniority.
 - a. **Shift Creation:** Staff and management will work together to create shifts for all Service Supervisors Shake-ups.
 - b. **Master Shake-Up:** There shall be two (2) Shake-ups a year to be effective in the months of March and September. A master Shake-up will also be conducted when any new shifts are added.
 - c. **Mini Shake-Up:** In the event one (1) or more existing Service Supervisor shifts becomes vacant, is deleted, or is modified by more than sixty (60) minutes and more than sixty (60) calendar days remain prior to a master Shake-up, a mini Shake-up will be held with seniority below the affected shifts.
2. **Conducting Master and Mini Shake-Ups:**
 - a. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting.
 - c. Shifts will begin two (2) weeks after posting.
 - d. Service Supervisors who will be unavailable during their sign-up time are expected to leave choices with their immediate supervisor or designee. If a Service Supervisor fails to sign during the allotted sign-up time and has left no choice that is available, the

manager or designee, with assistance from the Union Business Representative or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.

3. **Overtime:** The overtime rate at one and one half (1 ½) times the employee's regular rate of pay exclusive of any special or premium pay will be paid for time worked that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for the purposes of calculating overtime.

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

B. Working Conditions – Service Supervisors:

1. **Seniority:** In making job assignments and assigning vacations, consideration will be given to an employee's seniority within their classification, provided that consideration may also be given to necessary training, replacement, break-in time, and job qualifications. Supervisors shall have consecutive days off whenever possible, except those who serve on the Supervisor Extra Board.
2. **Overtime:** Overtime pay, at one and one-half (1 ½) times the supervisor's regular rate of pay, will be paid for work time that exceeds forty (40) hours paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes.
3. **Accident/Incident Reports:** Employees shall be paid at their regular hourly rate of pay for the time required to complete each accident/incident report.
4. **Extra Board:** Service Supervisors who bid to the Extra Board shall be guaranteed forty (40) hours per work week but will work a variety of full and partial shifts.
5. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager or designee at least one (1) hour prior to the start of their assigned shift at the designated contact number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager before 4:00 pm of the day before desiring to return to work.
6. **Vacation Leave:** Signed weeks of vacation that become available with at least fourteen (14) calendar days' notice, shall be offered first to supervisors on the wait list. If none of these employees elects to take the time off, the remaining supervisors will be notified in seniority order. In all cases, a maximum of five (5) working days will be allowed for response.

- C. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.

ARTICLE 24 - WORKING CONDITIONS – INSTRUCTORS

- A. **Overtime:** Overtime pay, at one and one-half times the employee's regular rate of pay, will be paid for work time that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes.
- B. **Sick Leave Notification:** Employees must contact their supervisor or designee at the designated phone number prior to the start of their assigned shift.
- C. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.

ARTICLE 25 – WORKING CONDITIONS – COMMUNICATIONS CONTROLLERS

- A. **Working Conditions:**
 - 1. **Extra Board:** Full time Comm Controller(s) who bid to the Extra Board shall be guaranteed forty (40) hours per work week but will work a variety of full and partial shifts. Extra Board Comm Controllers are not guaranteed two (2) consecutive days off in the work week.
 - 2. **Days Off:** Full time Comm Controllers shall have consecutive days off whenever possible, except those who serve on the Comm Controller Extra Board.
 - 3. **Open Work:** Open work will be filled at regular pay rate by the Extra Board Comm Controller.
 - 4. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager, or designee, at least one (1) hour prior to the start of their assigned shift at the designated contact number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager, or designee, before 4:00 PM of the day before the desired return date.
 - 5. **Vacation Leave:** Vacation leave will be signed in full week increments during vacation signing and will be signed in order of classification seniority. One (1) vacation slot will be open for Comm Controllers to sign during vacation signing. Additional vacation requests will be considered by management on a case-by-case basis. Signed weeks of vacation that become available with at least fourteen (14) calendar days' notice shall be offered first to Comm Controllers on the wait list. If no one is on the waitlist or none of the waitlist employees elects to take the time off, the remaining employees will be notified of the available vacation opportunity, and the vacation week(s) will be assigned by order of seniority to those who respond. In all cases, a maximum of five (5) working days will be allowed for all employees to provide their responses.
- B. **Shake-Ups:** A period of time in which all full time Comm Controller shifts are considered vacant, and staff signs shifts in order of classification seniority.
 - 1. **Shift Creation:** Staff and management will work together to create shifts for all full time Comm Controller shake-ups. If the parties cannot reach mutual consensus on the shifts, management reserves the right to make the final determination.

2. **Master Shake-Up:** There shall be two (2) master shake-ups per year to be effective in the months of March and September. A master shake-up will also be conducted when any new shifts are added.
 3. **Mini Shake-Up:** In the event one (1) or more existing Comm Controller shifts becomes vacant, is deleted, or is modified by more than sixty (60) minutes and more than sixty (60) calendar days remain prior to a master shake-up, a mini shake-up will be held with seniority below the affected shift(s).
- C. **Conducting Master and Mini Shake-Ups:**
1. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
 2. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting.
 3. Shifts will begin two (2) weeks after posting for Master Shake-ups. Shifts will begin within two (2) weeks after posting for Mini Shake-ups.
 4. Comm Controllers who will be unavailable during their allotted sign-up times are expected to leave choices with their immediate supervisor or designee. If a Comm Controller fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Representative or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
- D. **Waiver of Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. The work schedule will not require an unpaid meal break as part of the assigned shift. In consideration for the ability to work a shift that may total up to ten (10) hours, employees are entitled to eat at any time during their shift as work duties may permit. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.

ARTICLE 26 - WORKING CONDITIONS - FLEET MAINTENANCE

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

When seeking volunteers, the overtime work will first be offered by seniority to employees in the regular work area, classification, and shift. Should no qualified employees volunteer in the regular work area, volunteers will be sought by seniority in the classification. Should no qualified employees volunteer in the classification, volunteers will be sought by seniority from other classifications in the

shift who are qualified to perform the work. Should there be no volunteers using this process, overtime will be mandatorily assigned per Article 26. B(2) below.

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

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

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

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

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

2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 26. B(1), *i.e.* the least senior employee beginning in the regular work area, then classification (if no qualified employee is available in the regular work area), and then shift (if no qualified employee is available in the classification) where the overtime is worked.
 3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue. In the case where several employees meet these requirements, the Employer will follow classification seniority during the call-in process. Employees who are out on leave will not be called in for overtime opportunities.
 4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.
- C. **Work Apparel:** The Employer shall supply employees with coveralls, uniforms, and/or personal protective equipment on the basis of need. The Employer will continue the practice of providing reimbursement for boots/shoes to those classifications currently receiving such reimbursement. If the nature of the assignment shortens the useful life of these items, replacements shall be issued more frequently on a case by case basis. Employees assigned work where coveralls become more rapidly soiled shall receive coveralls more frequently than those on cleaner assignments. Raincoats and rain pants shall be provided to employees in the classifications of Transit Maintenance Worker and Service Station Attendant if the individuals in these classifications should request one. Raincoats and rain pants will also be available to the remaining classifications in Fleet Maintenance upon request and with approval of the Employer on a case-by-case basis. Raincoats and rain pants will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats and rain pants must be turned in prior to the employee receiving a replacement.
- D. **Safety Glasses:** If the Employer mandates employees wear safety glasses in their work space or in connection with their regular job duties, appropriate eye wear/safety glasses will be provided by the Employer. If the employee requires prescription safety eyeglasses, the Employer will provide the employee with one (1) pair of prescription safety eyeglasses, including frames and prescription lenses, through a vendor and catalog selected by the Employer. Prescription safety eyeglasses rendered unusable in connection with an employee’s job duties will be replaced by the Employer up to once per calendar year. Safety eyeglasses shall be worn by employees at all times in work areas designated by the Employer.

E. **Tool Allowance:**

1. Employees in the classifications of Body Repair Technician, Mechanic I, Journey Level Mechanic, Automotive Technician shall receive an annual tool allowance of \$500.00. This provision is not applicable to Apprentices.
2. Communication Equipment Installer, Communication Technician and Communication Technician, Lead shall receive an annual tool allowance of four hundred dollars (\$400.00). This provision is not applicable to Apprentices.
3. Employees in the classifications of Lead Mechanic, Preventative Maintenance Service Technician and Upholsterer will receive an annual tool allowance of two hundred seventy-five dollars (\$275.00).
4. Tool allowance will be paid in February of each calendar year provided the employee:
 - a. worked at least one thousand forty (1,040) hours during the preceding twelve (12) months; and
 - b. is in a paid status on January 1; and
 - c. is still employed in an eligible classification on the date the allowance is paid.

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

G. **Work Assignments:**

Master Shake-Up: There shall be two (2) shake-ups a year, in which signing will occur no later than March 1st and September 1st. These shake-ups will go into effect the last Sunday of March and September. All shifts will be declared vacant except for positions named in section G.1 and employees shall select shifts in accordance with their seniority.

1. Component rebuild master shake-ups shall take place in March of the odd numbered years and will be conducted in accordance with the provisions of F.1.b and F.1.c of this article. Primary bid assignments include the following categories of work:
 - 1) Farebox
 - 2) Engines
 - 3) Transmissions
 - 4) Other small components

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

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

2. **Procedures for Conducting a Master Shake-up:**

- a. Shifts will be posted for at least seven (7) calendar days prior to signing.

- b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.
 - c. Signing may be done in person or via telephone.
 - d. Employees on leave or unavailable during the assigned shake-up signing time are expected to leave at least three (3) choices with a lead or designee. If the employee fails to sign during the allotted signing time and has left no choice that is available, the manager or designee, with assistance from the Union Representative or designee, will choose a shift and duties for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
- H. **Meal Breaks:** Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees (*i.e.*, starting on or after 12:00 PM (noon) and before 8:00 PM) with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- I. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase for each full day worked as an acting assistant manager.
- J. **Clean-up time:** Shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.
- K. **Travel Allowance:** The Employer will provide an Agency vehicle whenever travel is required out of the Employer's jurisdiction for training purposes. If no Agency vehicle is available, the employee will be compensated for the use of a personal vehicle at the prevailing IRS rate.
- L. **Temporary Job Assignments:**
- 1. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed ninety (90) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) calendar days must be agreed to by the Union.
 - c. Selection for temporary job assignments will be determined by the following criteria:
 - 1) From those signing, the most senior and technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next person in seniority order will be selected.
 - d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.

2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.
- M. **Training Pay:** Journey Level Mechanics assigned to train a Mechanic I or an apprentice shall be paid an additional two dollars (\$2.00) per hour for each full hour that they work in such an assignment.

ARTICLE 27 - WORKING CONDITIONS - FACILITIES MAINTENANCE

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

When seeking volunteers, the overtime work will first be offered by seniority to employees in the regular work area, classification, and shift. Should no qualified employees volunteer in the regular work area, volunteers will be sought by seniority in the classification. Should no qualified employees volunteer in the classification, volunteers will be sought by seniority from other classifications in the shift who are qualified to perform the work. Should there be no volunteers using this process, overtime will be mandatorily assigned per Article 27 .B(2) below.

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

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

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

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

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

2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 27 .B(1), *i.e.*, the least senior employee beginning in the regular work area, then classification (if no qualified employee is available in the regular work area), and then shift (if no qualified employee is available in the classification) where the overtime is worked.
3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue. In the case where several employees meet these

requirements, the Employer will follow classification seniority during the call-in process. Employees who are out on leave will not be called in for overtime opportunities.

4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.
- C. **Work Apparel:** The Employer shall supply employees with coveralls, uniforms and/or personal protective equipment on the basis of need. If the nature of the assignment shortens the useful life of these items, replacements shall be issued more frequently on a case by case basis. Employees assigned work where coveralls become more rapidly soiled shall receive coveralls more frequently than those on cleaner assignments. Raincoats and rain pants shall be provided to employees in the classifications of Transit System Maintenance Worker, Transit Facilities Specialist, and Maintenance Mechanic if the individuals in these classifications should request one. Raincoats and rain pants will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats and rain pants must be turned in prior to the employee receiving a replacement.
- D. **Tool Allowance:**
1. Tool allowances will be paid in February provided the employee worked at least one thousand forty (1,040) hours during the preceding twelve (12) months and is still employed in an eligible classification on the date the allowance is paid and is an employee in paid status on January 1.
 2. Employees in the classifications of Lead Transit Facilities Mechanic, Transit Facilities Mechanic and Transit Facilities Specialist will receive a tool allowance of two hundred fifty dollars (\$275.00) on January 1 of each year, paid in February provided the employees meet the eligibility requirements specified in paragraph 1, above.
- E. **Tool Insurance:** The Employer will provide up to ten thousand dollars (\$10,000) of tool insurance for Facilities Maintenance employees in case of tool loss due to fire, earth movement or water damage, or by a reported theft by forcible entry. Coverage for damaged or stolen toolboxes shall be determined on a case-by-case basis. Employees must file a complete tool inventory and pictures of the toolbox with the Facilities Manager. In order to be eligible to file a claim under the provisions of this section, the inventory must have been filed prior to the incident giving rise to the claim.
- F. **Work Assignments**
1. **Master Shake-Up:** There shall be two (2) shake-ups a year, in which signing will occur no later than March 1st and September 1st. These shake-ups will go into effect the last Sunday of March and September. All shifts shall be declared vacant and employees shall select shifts in accordance with their seniority.
 2. Transit Facilities Mechanic and Lead Transit Facilities Mechanics shake-up shall take place annually in March.
 3. **Procedures for Conducting a Master Shake-Up:**
 - a. Shifts will be posted for at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.
 - c. Signing may be done in person or via telephone.

- d. Employees on leave or unavailable during the shake-up are expected to leave choices with a lead or designee or Union Representative. Every effort will be made to choose a shift similar to the one the employee is currently working.
- G. **Meal Breaks:** Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees (i.e., starting on or after 12:00 p.m. (noon) and before 8:00 p.m.) with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- H. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase for each full day worked as an acting assistant manager.
- I. **Clean-up time:** Shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.
- J. **Travel Allowance:** The Employer will provide an Agency vehicle whenever travel is required out of the Employer's jurisdiction for training purposes. If no Agency vehicle is available, the employee will be compensated for the use of a personal vehicle at the prevailing IRS rate.
- 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 ninety (90) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) days must be agreed to by the Union. Selection for temporary job assignments will be determined by the following criteria:
 - 1) From those signing, the most senior and technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next person in seniority order will be selected.
 - c. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
 - 2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

ARTICLE 28 - WORKING CONDITIONS - FIXED ROUTE CUSTOMER SERVICE

- A. **Shake-Ups for Customer Service Representatives:**
 - 1. **Master Shake-Up:** There will be two (2) shake-ups in each calendar year as close as practical to January and June. All shifts shall be declared vacant and CSR's shall select shifts in accordance with their seniority. In addition, a master shake-up will be conducted when any new shifts are added.

2. **Mini Shake-Up:** In the event one (1) or more existing shifts become vacant, is deleted, or is modified by sixty (60) minutes or more from the posted range, and more than sixty (60) days remain prior to a master shake-up, a mini shake-up will be held for CSR's with seniority below the affected shifts.
- B. **Procedures for Conducting the Customer Services Representative Shake-Up:**
1. Shifts will be posted at Bus Shop locations at least seven (7) days prior to signing.
 2. Signing will begin twenty-four (24) hours after the seventh (7th) posted day and will not last any longer than one (1) day.
 3. Each CSR will be assigned a time to sign the shake-up.
 4. Signing may be done in person, by email, or by telephone.
 5. CSR's on leave and unavailable during their assigned times are expected to leave choices with the CSR supervisor or designee or the Union representative.
 6. The shake-up will begin one (1) week after signing.
- C. **Sick Leave Notification:** Employees must contact their supervisor one (1) hour prior to the start of their assigned shift to be placed on the sick board. An employee on the sick board wishing to return to work must notify their supervisor before 3:00 p.m. of the day before desiring to return to work.
- D. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, CSR's scheduled to work on weekends are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of a CSR.

ARTICLE 29 - WORKING CONDITIONS - WAREHOUSE

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be compensated for overtime at the rate of time and one-half the employee's regular hourly rate of pay with leave without pay not counting as time worked for overtime purposes.
1. Overtime will be offered to employees by:
 - a. Shift
 - b. Job classification
 - c. Seniority
 2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 10, i.e. the least senior employee in the classification.
 3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to

effectively and efficiently address the issue. In the case where several employees meet these requirements, the Employer will follow classification seniority during the call-in process. Employees who are out on leave will not be called in for overtime opportunities.

4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.
- C. **Work Apparel:** Upon hire, the Employer shall reimburse the employee up to the established limits for the purchase of the uniform appropriate for his/her classification and as specified in this section. Thereafter, the Employer shall reimburse employees annually for the purchase of new uniforms subject to established limits, except for jackets which will be reimbursed every even numbered year. Uniforms for employees listed in Appendix D consist of pants/jeans, shirts and jackets. Employees are responsible for maintaining their uniforms. Raincoats will be provided to employees listed in Appendix D. Raincoats will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats must be turned in prior to the issuance of a replacement. The Employer shall provide personal protective equipment on the basis of need. Replacements shall be issued no more often than once per year unless the nature of the assignment shortens the useful life of the item.
- D. **Shifts:** The swing shift shall be defined as any shift starting between 12:00 p.m. to 8:00 p.m. The graveyard shift is defined as any shift between 8:00 p.m. to 3:00 a.m. Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- E. **Acting Pay:** When an employee is designated as an acting manager, such employee shall receive acting pay by being temporarily placed on the lowest step in the manager wage scale that results in an increase for each full day worked as an acting manager.
- F. **Clean-up time:** Shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.
- G. **Temporary Job Assignments:**
1. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed one hundred twenty (120) calendar days. Assignment extensions may be required for certain projects. Temporary assignments exceeding one hundred twenty (120) calendar days must be approved by the Union.
 - c. Seniority and technical qualifications will be considered for temporary job assignment selection.
 - d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
 2. Temporary job assignments of less than forty-five (45) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

H. **Work Assignments:**

1. **Master Shake-Up:** There shall be two (2) shake-ups a year, in which signing will occur no later than March 1st and September 1st. These shake-ups will go into effect the last Sunday of March and September. All shifts shall be declared vacant and employees shall select shifts in accordance with their seniority.
2. **Procedures for Conducting a Master Shake-Up:**
 - a. Shifts will be posted for at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.
 - c. Signing may be done in person or via telephone.
 - d. Employees on leave or unavailable during the shake-up are expected to leave choices with a lead or designee or Union Representative. Every effort will be made to choose a shift similar to the one the employee is currently working.

ARTICLE 30 – SURVEILLANCE, MONITORING, AND TRACKING TECHNOLOGY

- A. **Purpose and Use:** The primary purpose of Pierce Transit’s surveillance, monitoring, and vehicle and equipment tracking technology (for example, cameras on buses, CCTV at transit centers, vehicle tracking systems, etc.) is to enhance safety, security, and customer service for the public, employees, and Pierce Transit’s property. The Employer’s use of such technology may include:
1. Controlling and monitoring access to facilities and vehicles.
 2. Locating/tracking vehicles for safety and security purposes.
 3. Recording sounds and images in vehicles and in or around buildings for safety and security purposes. Whenever possible, employees will be notified in advance if surveillance will occur for safety or security reasons.
 4. Tracking and monitoring the use of Pierce Transit computers, phones, and other agency-issued equipment.
 5. Recording audio and video footage of vehicles, operators, and roadways through a fleet management technology package provided by a third-party vendor (for example, Lytx, DriveCam, or similar vendor).
 6. Fulfillment of law enforcement agency requests.
- B. **Cameras in Vehicles:** Although cameras in vehicles will not be positioned in or on vehicles in such a manner as to directly record the Operators while driving, the parties acknowledge that images of Operators may be captured in video of the fare box as well as when the Operator is out of his/her seat.

- C. **Fleet Management Technology:** With respect to a fleet management technology package provided by a third-party vendor (for example, Lytx, DriveCam, or similar vendor) cameras will be directed toward Operators; however, audio and video data will not be set to be continually recorded and preserved. Instead, audio and video data will be preserved and reviewed only when triggered in response to triggering events (for example, accidents collisions, acceleration, sudden deceleration, hard braking, or hard turning). In addition, Operators may manually trigger audio and video data for review. The Employer agrees not to arbitrarily review audio and video data. When audio and video data is automatically triggered by the technology or manually triggered by the Operator for review, the Employer shall be limited to eight (8) seconds before and four (4) seconds after the triggering event. The Employer agrees to provide training to Operators for the safe and efficient use of the technology. The primary purpose of the fleet management technology package shall be safety, training, and coaching. If audio or video is used as the basis for discipline, the Union shall have an opportunity to obtain a copy of such data prior to an investigatory meeting with the subject of the recording.

Maintenance employees properly testing fleet equipment in accordance with their regular duties shall be excused from any coaching or discipline resulting from a review of audio or video data flagged for review by a fleet management technology package provided by a third-party vendor.

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

E. **Employer Review of Data**

1. No "Fishing" or Random Review: Neither the Employer nor Public Safety will randomly review audio, video, or other data for the purpose of discovering policy violations in the absence of a precipitating event. A precipitating event may include, but is not limited to: (1) a citizen, customer, or employee complaint; (2) an accident, injury, or incident; (3) a claim filed against Pierce Transit or one of its employees; (4) investigation of alleged misconduct or criminal activity; (5) verification of facts reported by an employee or (6) requests by a law enforcement agency or other state or federal agency.

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

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

b. Review of audio, video, or other data regarding a precipitating event, will be conducted by Pierce Transit's Public Safety personnel at the request of the Employer or the Union. Public Safety personnel will not review more of the audio or video than they determine is reasonably necessary to investigate the circumstances of the precipitating event or any subsequent incident as referenced by Section E.2.c, and only the portion of the audio, video, or other data determined to be relevant to the precipitating event will be provided to the employee's management. In the event audio, video, or other data is used as the basis for discipline, the Union will have an opportunity to obtain a copy of such data prior to an investigatory meeting with the subject of the recording.

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

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

a. The Employer uses technology (for example, dispatch/automatic vehicle location or CAD/AVL) which provides data related to the performance of vehicles, equipment, routes, and resource allocation in order to monitor for accuracy and efficiency purposes. The parties agree that the Employer will not randomly or routinely review such data solely for disciplinary reasons or as part of a targeted surveillance for "fishing." Auditing or inspecting the data by the Employer shall be limited to legitimate business purposes (that is, for accuracy, efficiency, etc.).

b. If the Employer reviews data for legitimate business purposes and the data reveals possible misconduct, the Employer may rely on the data to support discipline and will notify the Union so that it may request a copy of such data prior to an investigatory meeting.

ARTICLE 31 - APPRENTICESHIPS

Apprenticeship Programs

A. Apprenticeship Wages:

1. 0000-2000 hours: If the employee is a current employee, the apprentice shall receive the current basic wage rate, exclusive of special or premium pay, or eighty percent (80%) of the first step of the assigned wage range for the journey-level position for which the employee is an apprentice, whichever is higher. If the apprentice was not an employee prior to selection as an apprentice, the apprentice shall be paid at the rate of eighty percent (80%) of the first step of the assigned wage range for the journey-level position for which the employee is an apprentice.
2. 2001-4000 hours: The apprentice shall receive eighty-five percent (85%) of the first step of the assigned wage range for the associated journey-level position.
3. 4001-6000 hours: The apprentice shall receive ninety percent (90%) of the first step of the assigned wage range for the associated journey-level position.
4. 6001-8000 hours: The apprentice shall receive ninety-five percent (95%) of the first step of the assigned wage range for the associated journey-level position.

B. Training Pay: Employees who are assigned to assist an apprentice will be paid training pay at two dollars (\$2.00) per hour for each full hour in which they work in such assignment.

C. Tool Allowance: Apprentices shall receive a tool allowance as follows:

1. 0000-2000 hours: Fifty percent (50%) of the tool allowance as stated in the applicable journey level classification, provided one thousand forty (1,040) hours have been served as an apprentice.
2. 2001-4000 hours: Fifty percent (50%) of the tool allowance as stated in the applicable journey level classification, provided one thousand forty (1,040) hours have been served as an apprentice.
3. 4001-6000 hours: Seventy-five percent (75%) of the tool allowance as stated in the applicable journey level classification provided one thousand forty (1,040) hours have been served as an apprentice.

4. 6001-8000 hours: Seventy-five percent (75%) of the tool allowance as stated in the applicable journey level classification provided one thousand forty (1,040) hours have been served as an apprentice.
- D. **Seniority:** When applicable, apprentices will continue to accrue Agency seniority as well as seniority in the previously held classification while participating in the program. In all other cases, the employee shall accrue only Agency seniority during the term of the apprenticeship.
- E. **Placement:**
1. If there are no position vacancies available at the time employees complete their apprenticeships, employees shall be returned to their last classification and the appropriate wage rate. Employees will be assigned to any vacancy in their apprenticed trade that may occur, and they will be given first consideration for any regular positions that may become vacant.
 2. If there is no position vacancy available, and if the apprentice was not an employee at the time of selection for the apprenticeship program, the employee will be laid off, placed on a list for recall, and given first preference when the next regular becomes vacant.

ARTICLE 32 - SAVING CLAUSE

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

ARTICLE 33 - ENTIRE AGREEMENT

- A. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's direction and control.

ARTICLE 34 - SUBORDINATION OF AGREEMENT

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

ARTICLE 35 - DURATION

Term of Agreement: This Agreement shall remain in full force and effect from January 1, 2024 through December 31, 2026 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

COLLECTIVE BARGAINING AGREEMENT

by and between

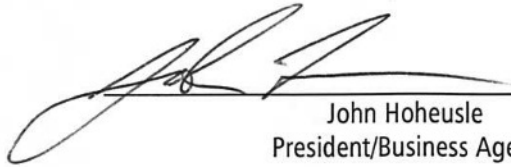
PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY

and

AMALGAMATED TRANSIT UNION, LOCAL 758, AFL-CIO

January 1, 2024 – December 31, 2026

FOR THE AMALGAMATED TRANSIT UNION, LOCAL 758:

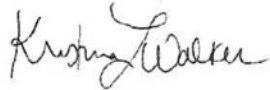


John Hoheusle
President/Business Agent



Andrew Boring
Financial Secretary/Treasurer

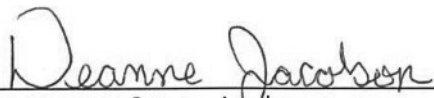
FOR THE PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION:



Kristina Walker
Board of Commissioners, Chair



Mike Griffus
Chief Executive Officer



Deanne Jacobson
Clerk of the Board

APPENDIX A: OPERATIONS JOB CLASSIFICATIONS AND WAGES

JOB		EFFECTIVE					
CODE	CLASSIFICATION	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2932	Transit Operator Trainee	1/1/2024	\$29.36				
		1/1/2025	\$30.53				
		1/1/2026	\$31.75				
2930	Transit Operator	1/1/2024	\$30.58	\$32.34	\$37.00		
		1/1/2025	\$31.80	\$33.63	\$38.48		
		1/1/2026	\$33.08	\$34.98	\$40.02		
3070	Paratransit Driver	1/1/2024	\$26.82	\$27.76			
		1/1/2025	\$27.89	\$28.87			
		1/1/2026	\$29.01	\$30.03			
3060	Microtransit Driver	1/1/2024	\$25.55	\$26.82			
		1/1/2025	\$26.57	\$27.89			
		1/1/2026	\$27.63	\$29.01			
2940	Service Supervisor	1/1/2024	\$39.80	\$40.99	\$42.19	\$43.43	
		1/1/2025	\$41.40	\$42.63	\$43.88	\$45.17	
		1/1/2026	\$43.05	\$44.34	\$45.63	\$46.97	
3090	Dispatch Supervisor	1/1/2024	\$41.80	\$43.04	\$44.30	\$45.60	
		1/1/2025	\$43.47	\$44.76	\$46.07	\$47.43	
		1/1/2026	\$45.21	\$46.55	\$47.91	\$49.32	
2760	Scheduler	1/1/2024	\$42.88	\$44.75			
		1/1/2025	\$44.59	\$46.54			
		1/1/2026	\$46.38	\$48.41			
2710	Specialized Transportation Dispatcher	1/1/2024	\$39.80	\$40.99	\$42.19	\$43.43	
		1/1/2025	\$41.40	\$42.63	\$43.88	\$45.17	
		1/1/2026	\$43.05	\$44.34	\$45.63	\$46.97	
2712	Specialized Transportation Analyst	1/1/2024	\$39.80	\$40.99	\$42.19	\$43.43	
		1/1/2025	\$41.40	\$42.63	\$43.88	\$45.17	
		1/1/2026	\$43.05	\$44.34	\$45.63	\$46.97	
2850	Instructor	1/1/2024	\$39.80	\$40.99	\$42.19	\$43.43	
		1/1/2025	\$41.40	\$42.63	\$43.88	\$45.17	
		1/1/2026	\$43.05	\$44.34	\$45.63	\$46.97	
2852	Lead Instructor	1/1/2024	\$47.77				
		1/1/2025	\$49.68				
		1/1/2026	\$51.67				
2942	Special Events Coordinator	1/1/2024	\$42.88	\$44.75			
		1/1/2025	\$44.59	\$46.54			
		1/1/2026	\$46.38	\$48.41			

2926	Communication Controller	1/1/2024	\$42.88	\$44.75			
		1/1/2025	\$44.59	\$46.54			
		1/1/2026	\$46.38	\$48.41			
2825	Service Support Training Coordinator	1/1/2024	\$42.88	\$44.75			
		1/1/2025	\$44.59	\$46.54			
		1/1/2026	\$46.38	\$48.41			
2927	Service Impacts Supervisor	1/1/2024	\$42.88	\$44.75			
		1/1/2025	\$44.59	\$46.54			
		1/1/2026	\$46.38	\$48.41			

APPENDIX B: FLEET MAINTENANCE JOB CLASSIFICATIONS AND WAGES

JOB		EFFECTIVE					
CODE	CLASSIFICATION	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2950	Fleet Care Attendant	1/1/2024	\$25.03	\$26.06			
		1/1/2025	\$26.04	\$27.10			
		1/1/2026	\$27.08	\$28.19			
2730	Service Station Attendant	1/1/2024	\$27.96	\$29.01			
		1/1/2025	\$29.08	\$30.17			
		1/1/2026	\$30.24	\$31.38			
3030	Bus Lot Attendant	1/1/2024	\$30.56				
		1/1/2025	\$31.78				
		1/1/2026	\$33.05				
3080	Lead Attendant	1/1/2024	\$33.62				
		1/1/2025	\$34.96				
		1/1/2026	\$36.36				
2690	Upholsterer	1/1/2024	\$34.96	\$36.39	\$37.66		
		1/1/2025	\$36.36	\$37.85	\$39.17		
		1/1/2026	\$37.81	\$39.36	\$40.74		
2800	Mechanic I	1/1/2024	\$40.55				
		1/1/2025	\$42.17				
		1/1/2026	\$43.86				
2790	Journey Level Mechanic	1/1/2024	\$41.59	\$43.23	\$45.39		
		1/1/2025	\$43.26	\$44.96	\$47.20		
		1/1/2026	\$44.99	\$46.76	\$49.09		
2970	Automotive Technician	1/1/2024	\$41.59	\$43.23	\$45.39		
		1/1/2025	\$43.26	\$44.96	\$47.20		
		1/1/2026	\$44.99	\$46.76	\$49.09		
2780	Lead Mechanic	1/1/2024	\$49.93				
		1/1/2025	\$51.92				

		1/1/2026	\$54.00				
2860	Body Repair Technician	1/1/2024	\$41.59	\$43.23	\$45.39		
		1/1/2025	\$43.26	\$44.96	\$47.20		
		1/1/2026	\$44.99	\$46.76	\$49.09		
3040	Preventative Maintenance Service Technician	1/1/2024	\$30.56				
		1/1/2025	\$31.78				
		1/1/2026	\$33.05				
3006	Communications Equipment Installer	1/1/2024	\$28.12	\$29.42	\$30.75	\$32.07	\$33.29
		1/1/2025	\$29.24	\$30.60	\$31.98	\$33.35	\$34.62
		1/1/2026	\$30.41	\$31.82	\$33.26	\$34.69	\$36.01
3010	Communication Technician	1/1/2024	\$36.50	\$38.50	\$40.62	\$42.83	\$44.98
		1/1/2025	\$37.96	\$40.04	\$42.24	\$44.54	\$46.78
		1/1/2026	\$39.48	\$41.64	\$43.93	\$46.32	\$48.65
3020	Lead Communication Technician	1/1/2024	\$49.48				
		1/1/2025	\$51.46				
		1/1/2026	\$53.52				
2840	Transit Maintenance Worker	1/1/2024	\$22.93	\$24.93			
		1/1/2025	\$23.85	\$25.92			
		1/1/2026	\$24.80	\$26.96			

APPENDIX C: FACILITIES MAINTENANCE JOB CLASSIFICATIONS AND WAGES

JOB		EFFECTIVE					
CODE	CLASSIFICATION	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2810	Transit Facilities Mechanic	1/1/2024	\$36.39	\$37.66	\$39.55		
		1/1/2025	\$37.85	\$39.17	\$41.13		
		1/1/2026	\$39.36	\$40.74	\$42.78		
2820	Lead Transit Facilities Mechanic	1/1/2024	\$43.50				
		1/1/2025	\$45.24				
		1/1/2026	\$47.05				
2961	Transit System Maintenance Worker	1/1/2024	\$22.16	\$24.16			
		1/1/2025	\$23.05	\$25.13			
		1/1/2026	\$23.97	\$26.13			
2960	Transit Facilities Specialist	1/1/2024	\$25.03	\$26.06			
		1/1/2025	\$26.04	\$27.10			
		1/1/2026	\$27.08	\$28.19			
2962	Lead Transit Facilities Specialist	1/1/2024	\$28.67				
		1/1/2025	\$29.81				
		1/1/2026	\$31.01				

APPENDIX D: WAREHOUSE JOB CLASSIFICATIONS AND WAGES

JOB		EFFECTIVE					
CODE	CLASSIFICATION	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2680	Parts Technician	1/1/2024	\$29.81	\$31.19	\$32.60	\$33.99	\$35.29
		1/1/2025	\$31.00	\$32.43	\$33.90	\$35.35	\$36.70
		1/1/2026	\$32.24	\$33.73	\$35.25	\$36.77	\$38.17
2670	Lead Parts Technician	1/1/2024	\$38.82				
		1/1/2025	\$40.37				
		1/1/2026	\$41.98				
2845	Parts Courier	1/1/2024	\$22.73	\$23.83	\$24.98	\$26.24	
		1/1/2025	\$23.64	\$24.78	\$25.98	\$27.28	
		1/1/2026	\$24.58	\$25.77	\$27.02	\$28.38	
2685	Parts Assistant	1/1/2024	\$25.99	\$27.27	\$28.59	\$30.21	
		1/1/2025	\$27.03	\$28.36	\$29.73	\$31.42	
		1/1/2026	\$28.11	\$29.50	\$30.92	\$32.68	

APPENDIX E: ADMINISTRATIVE JOB CLASSIFICATIONS AND WAGES

JOB		EFFECTIVE				
CODE	CLASSIFICATION	DATE	STEP 1	STEP 2	STEP 3	STEP 4
2890	Clerical Assistant	1/1/2024	\$20.82	\$21.51	\$22.31	\$24.72
		1/1/2025	\$21.65	\$22.37	\$23.21	\$25.71
		1/1/2026	\$22.52	\$23.26	\$24.13	\$26.74
2880	Administrative Specialist I	1/1/2024	\$24.30	\$25.21	\$26.02	\$27.53
		1/1/2025	\$25.27	\$26.22	\$27.06	\$28.63
		1/1/2026	\$26.28	\$27.26	\$28.15	\$29.77
2750	Administrative Specialist II	1/1/2024	\$26.43	\$27.34	\$28.19	\$30.31
		1/1/2025	\$27.48	\$28.43	\$29.31	\$31.52
		1/1/2026	\$28.58	\$29.57	\$30.49	\$32.78
2775	Customer Service Representative (Fixed Route)	1/1/2024	\$26.44	\$27.41	\$28.27	\$29.84
		1/1/2025	\$27.49	\$28.51	\$29.40	\$31.03
		1/1/2026	\$28.59	\$29.65	\$30.58	\$32.27
2774	Lead Customer Service Representative (Fixed Route)	1/1/2024	\$32.82			
		1/1/2025	\$34.14			
		1/1/2026	\$35.50			
2773	Marketing Services Representative	1/1/2024	\$26.32	\$27.19	\$28.04	\$29.62
		1/1/2025	\$27.37	\$28.28	\$29.16	\$30.80
		1/1/2026	\$28.47	\$29.41	\$30.32	\$32.03
2772	Travel Trainer	1/1/2024	\$27.78	\$28.51	\$29.31	\$30.91
		1/1/2025	\$28.89	\$29.65	\$30.48	\$32.15
		1/1/2026	\$30.05	\$30.84	\$31.70	\$33.43
2761	Customer Service Representative (SHUTTLE)	1/1/2024	\$25.13	\$26.05	\$26.87	\$28.47
		1/1/2025	\$26.14	\$27.10	\$27.95	\$29.61
		1/1/2026	\$27.18	\$28.18	\$29.06	\$30.79
2762	Lead Customer Service Representative (SHUTTLE)	1/1/2024	\$31.32			
		1/1/2025	\$32.57			
		1/1/2026	\$33.87			
2870	Data Specialist	1/1/2024	\$25.46	\$26.46	\$27.43	\$29.27
		1/1/2025	\$26.48	\$27.52	\$28.53	\$30.44
		1/1/2026	\$27.54	\$28.62	\$29.67	\$31.65
2990	Account Clerk	1/1/2024	\$28.11	\$29.09	\$30.55	\$31.94
		1/1/2025	\$29.24	\$30.25	\$31.77	\$33.22
		1/1/2026	\$30.41	\$31.46	\$33.04	\$34.54
2980	Accountant I	1/1/2024	\$32.22	\$33.51	\$34.87	\$36.38
		1/1/2025	\$33.51	\$34.85	\$36.27	\$37.83
		1/1/2026	\$34.85	\$36.24	\$37.72	\$39.35

2985	Payroll Specialist	1/1/2024	\$32.22	\$33.51	\$34.87	\$36.38
		1/1/2025	\$33.51	\$34.85	\$36.27	\$37.83
		1/1/2026	\$34.85	\$36.24	\$37.72	\$39.35

APPENDIX F: APPRENTICE JOB CLASSIFICATIONS AND WAGES

JOB		EFFECTIVE				
CODE	CLASSIFICATION	DATE	STEP 1	STEP 2	STEP 3	STEP 4
2653	Apprentice Diesel Mechanic	1/1/2024	\$33.27	\$35.35	\$37.43	\$39.51
		1/1/2025	\$34.60	\$36.77	\$38.93	\$41.09
		1/1/2026	\$35.99	\$38.24	\$40.49	\$42.74
2655	Apprentice Body Repair Technician	1/1/2024	\$33.27	\$35.35	\$37.43	\$39.51
		1/1/2025	\$34.60	\$36.77	\$38.93	\$41.09
		1/1/2026	\$35.99	\$38.24	\$40.49	\$42.74
2654	Apprentice Communication Technician	1/1/2024	\$29.20	\$31.03	\$32.85	\$34.68
		1/1/2025	\$30.37	\$32.27	\$34.16	\$36.06
		1/1/2026	\$31.58	\$33.56	\$35.53	\$37.50

Upon ratification in 2024, employees in the following classifications will receive a onetime lump sum equivalent to the general wage increase in year one of the agreement.

- 3006 Communications Equipment Installer
- 3010 Communication Technician

APPENDIX G DEFINITIONS – OPERATIONS

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

- A. **Assignment:** Work consisting of runs, pieces of runs or trippers.
- B. **Guarantee Time/Pay:** Compensation paid to Operators assigned to a regular run when necessary to bring the pay for a regular run up to eight (8) hours, or ten (10) hours for those on alternative four-ten (4/10) work schedules. Delay time will count toward guarantee pay.
- C. **Hybrid Service:** Alternative service that does not necessarily follow a scheduled route:
 - 1. **Zone Service:** Vehicles do not follow a prescribed route. Specific pick-up/drop-off locations may be established to facilitate a group of customers, but such locations are only served if there is a customer request. If no requests are received, no service is provided.
 - 2. **Route Deviation Service:** Typically, a schedule is established at a few locations and service is provided to those locations on a regular basis with deviations occurring between the established points. The schedule may provide a time range when a vehicle will serve a location rather than a specific time.
 - 3. **Point Deviation Service:** Vehicles follow a fixed route with established stops and schedule but deviate into neighborhoods upon request, always returning to the regular route and schedule.
- D. **Operations:** The work groups and areas directly related to providing or supporting the delivery of revenue service, including Fleet or Facilities Maintenance. The use of this definition shall be limited to the application of this contract.
- E. **Operator:** Employee hired to operate a variety of revenue service vehicles for the agency.
 - 1. **Transit Operator:** A full-time Operator who bids a regular run, the Extra Board, vacations, blocks, paratransit or hybrid work.
 - 2. **Transit Operator Trainee:** An employee enrolled in the agency's Transit Operator training program.
 - 3. **Paratransit or MicroTransit Driver Specialized Transportation Driver:** An operator of Paratransit or MicroTransit routes that do not require a CDL.
- F. **Spread Pay:** The amount paid when work is not completed within a specified time frame.
- G. **Report Time:** The time an operator is required to remain on duty by the Employer at the transit lobby or elsewhere.
- H. **Run:** Work that is included in the operating schedules and contains not less than eight (8) hours' time daily.
 - 1. **Split:** A run that has two (2) parts, with an elapsed unpaid period of time between the ending of the first part and the beginning of the second part.
 - 2. **Straight:** A run that has continuous run time.
- I. **Section:** A group of runs on a section sheet posted during a shake-up.

- J. **Shake-Up:** A period of time during which all regular work is declared vacant and open for signing by Transit Operators.
1. **Block Transit Operator:** Transit Operator signing to work the days off of other Transit Operators.
 2. **Extra Board Transit Operator:** Transit Operator who does not sign for a specific run but must report for available work each day and shall have a minimum of forty (40) hours of pay each work week and do not receive daily guarantee pay associated with bid work.
 3. **Vacation Transit Operator:** Transit Operator who signs to work the vacation week(s) of other Operators and receives a guarantee of forty (40) hours of pay each work week.
 4. **Hybrid Transit Operator:** Transit Operator signing to work Zone, Route Deviation or Point Deviation Service.
 5. **Regular Run Transit Operator:** Transit Operator signing work that is included in the operating schedule and contains at least eight (8) hours of paid time per day.
 6. **Paratransit Transit Operator:** Transit Operator signing to operate paratransit vehicles for transit disabled customers.
- K. **Sign-Up:** The time an Operator is required to report for work.
- L. **Spread:** The overall time from the commencement of duty until the completion of duty.
- M. **Training Pay:** The amount paid to an Operator when required to orient a Transit Operator to the system (i.e., route training).
- N. **Travel Pay:** The amount paid for travel to and from relief points.
- O. **Tripper:** A trip or trips included in the operating schedules by the Employer, but not part of a regular run.
- P. **Temporary Job Assignments:**
1. Generally temporary job assignments will be handled in the following manner unless otherwise identified within the Article of the work unit, (*e.g.*, Facilities, Fleet, Warehouse, etc.)
 2. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed one hundred eighty (180) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) days must be agreed to by the Union. Selection for temporary job assignments will be determined by the following criteria:
 - 1) From those signing, the most technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next most technically qualified person will be selected.
 - c. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.

3. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

LIST OF MOAS/MOUS

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

Date	Title
9/11/2017	Agreement on Discipline
3/8/2023	Divided Vote Referendum – Medicare
5/3/2023	On-Call Provisions for Transit Facilities Mechanic
2/5/2024	Labor-Management Exploration of Rostering Bid Packages
3/4/2024	One time bid for Transit Operator to Paratransit Driver

MEMORANDUM OF AGREEMENT – DISCIPLINE

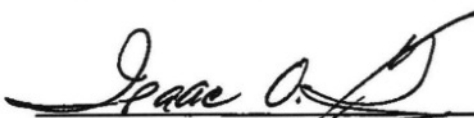
Pierce Transit and ATU Local 758 Agreement Related to Discipline

PT and ATU agree to the following:

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

Signed by the parties on September 11, 2017.


Peter Altman, on behalf of Pierce Transit


Isaac Tate, on behalf of ATU Local 758



Memorandum of Agreement (MOA) #2023-4

by and between

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

and

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

Regarding: Divided Vote Referendum - Medicare

Pierce Transit has an interest to allow the five (5) existing employees hired before April 1, 1986 a voting option to participate in Medicare. Extend the provisions of RCW 41.48.030, in which eligible employees of Pierce Transit may be allowed to participate in a divided vote referendum under Section 218(d)(6) of the Social Security Act and provided the option of paying the Medicare-only tax. Upon Board approval, such excluded employees will be provided an opportunity to vote to participate in contributions to their Medicare.

State and local government employees who were hired before April 1, 1986, have been in continuous employment with the employer, and are members of a public retirement system remain exempt from both Social Security and Medicare taxes. These employees are not covered under Section 218 of the Social Security Act.

In accordance with Article 13, Section C – Medicare Excluded Employees, of the collective bargaining agreement (CBA), there are existing employees who are excluded from Medicare and are receiving 1.45% added to their base pay.

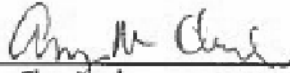
The parties agree as follows for any employee who votes yes:

1. Pierce Transit will send a payment to the state on behalf of the employee. The payment will be retroactive no further back than January 2021 and will be equivalent to the 1.45% of their wages.
2. Employee(s) will repay Pierce Transit the 1.45% for the applicable retro period time as identified in #1.
3. Upon implementation, the 1.45% will be paid to Medicare Part A and the employee(s) will no longer receive the 1.45% on their base wage.

If this Agreement conflicts with any provisions of the CBA or any previously signed MOA, the provisions of this Agreement shall supersede the prior agreement(s).

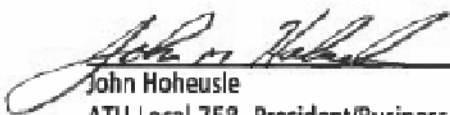
Agreed this 5th day of March 2023.

For the Employer:



Amy Cleveland
Executive Director of Administration

For the Union:



John Hoheusle
ATU Local 758, President/Business Agent



Memorandum of Agreement

by and between

Amalgamated Transit Union Local 758, AFLCIO (Union) and

Pierce County Public Transportation Benefit Area Authority Corporation (Employer)

RE: On-Call Provisions for Maintenance Mechanic Employees

Pilot Project

The Employer and the Union hereby enter into this Memorandum of Agreement (MOA) which shall be attached to the 2021-2023 Collective Bargaining Agreement between the parties and incorporated as though fully set forth. This Pilot Project establishes the procedures and working conditions for Facilities Maintenance employees when serving in an On-Call capacity for the Employer. It is understood that this Pilot Project will be implemented on a trial basis for a period of ninety (90) calendar days. The parties agree to meet fifteen (15) business days, prior to the expiration of the Pilot Project, to determine if the On-Call Provisions will be continued.

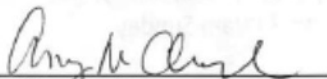
The following procedures and working conditions will be followed in the implementation of the On-Call procedures:

1. On-Call is hereby defined as the condition where a Maintenance Mechanic is subject to being called in emergency situations and to take and execute the required tasks to remedy the emergency. It is understood that the employee on-call will only receive calls from the designated Maintenance Manager responsible for making such calls during the week.
2. When an employee is assigned to On-Call status, the employee will be paid \$4.00 per hour. When a Maintenance Mechanic is assigned On-Call pursuant to the On-Call schedule specified in number 3 of this MOA, the Maintenance Mechanic is only being paid the \$4.00 per hour while On-Call. However, at the time a Maintenance Mechanic is actually dispatched to a worksite during their On-Call assignment to remedy an emergency, the Maintenance Mechanic will be paid at the individual's overtime rate [i.e.; her or his regular wage rate at the time and one-half rate] for the time required to remedy the emergency; provided the Maintenance Mechanic will be guaranteed a minimum of two (2) hours of On-Call overtime pay for the call-out.
3. On-Call time will be on Sunday through Thursday from 11:30pm until 6am, Friday from 4:00pm until 7:00am Saturday and on Saturday from 4:00pm to 7:00am Sunday.

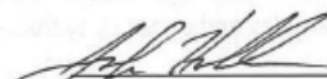
4. On-Call Assignments. Maintenance Mechanics within Facilities Maintenance will sign for posted shifts at the time Facilities Maintenance conducts either a Master or Mini Shake-Up as provided in the CBA.
5. When employees are serving in an On-Call status, the following conditions will apply:
 - a. It is expected that a Maintenance Mechanic will answer, or respond back to a call, within fifteen (15) minutes. It is recognized that due to unforeseen circumstances, the 15-minute requirement may not be met.
 - b. The Maintenance Mechanic will be able to physically respond to an emergency call within forty-five (45) minutes of the call or as soon as possible after receiving the emergency call.
 - c. On-call Maintenance Mechanics are restricted from using alcohol.
 - d. The Maintenance Mechanic is not restricted to her/his principal residence.
 - e. The Maintenance Mechanic may use On-Call time for personal activities, provided they can meet the on-call requirements listed above.
6. The Maintenance Mechanic will be required to have access to and carry at all times when On-Call, a cell phone issued by the Employer. Additional resources, including the use of an Agency vehicle, will be made available to the Maintenance Mechanic in carrying out the On-Call responsibilities.
7. The Employer will post for On-Call signups following vacation bidding. During the On-Call Shake-Up Maintenance Mechanics may sign in order of seniority for on-call spots, in one-week increments. Employees signing will rotate so as to provide all employees an equal opportunity at selecting their on-call assignments. No employee will sign for more than ten (10) weeks per year unless approved by the Employer or in the case of an emergent situation requiring he/she to do so.
8. It is agreed that this MOA will become effective on the date the parties select as the start date for implementing the On-Call provisions.

Agreed this 3 day of may, 2023.

For the Employer:


 Amy Cleveland
 Executive Director of Administration

For the Union:


 John Hoheusle
 ATU Local 758 President/Business Agent



Memorandum of Agreement (MOA) #2023-14

by and between

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

and

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

Regarding: One time bid for Transit Operator to Paratransit Driver

This Memorandum of Agreement (MOA) reflects the mutual interest of Pierce Transit and the Union, collectively the "parties", in implementing a one-time bid for Transit Operators to move to the Paratransit Driver classification. As such, the parties have agreed to the following:

- I. The following process will be used to fill all open positions in the Paratransit Driver classification on a one-time basis:
 - a. During the September 2024 shakeup, Transit Operators will have a final opportunity to bid to the Paratransit Driver classification, formerly known as SHUTTLE Operators. The number of positions designated to SHUTTLE, will be reduced from fifteen (15) to ten (10) positions based on operational need.
 - b. A list of employees will be identified at the conclusion of the September 2024 shakeup and will be shared with the Union.
 - c. Transit Operators that bid to the Paratransit Driver classification will receive any general wage increases provided in the 2024-2026 collective bargaining agreement.
 - d. If any of the ten (10) positions are filled, those Paratransit Driver positions will not be subcontracted prior to December 31, 2026 unless a position is vacated.
 - e. Following the September 2024 shakeup, any unfilled Paratransit Driver positions will be filled using the paratransit contractor. Daily vacancies will be filled using the paratransit contractor.
 - f. Any future vacancies will be filled at management's discretion.
- II. Seniority in the Paratransit Driver classification shall be a continuation of the Transit Operator classification.
- III. Transit Operators who have bid Paratransit Driver during the September 2024 shakeup will not serve a probationary period.

If this MOA conflicts with any provisions of the CBA or any previously signed document, the provisions of this MOA shall supersede the prior agreement(s).

Agreed this 4 day of March, 2024.

For the Employer:



Amy Cleveland, Chief Administrative Officer

For the Union:



John Hoheusle, Union President/Business Agent

MEMORANDUM OF UNDERSTANDING

Re: Labor-Management Exploration of Rostering Bid Packages

THIS MEMORANDUM OF UNDERSTANDING (MOU) is by and between Pierce Transit ("Employer") and the Amalgamated Transit Union Local 758, AFL-CIO ("Union"), collectively referred to as the "parties."

I. RECITALS

The Employer and Union are parties to the 2024-2026 Collective Bargaining Agreement ("Agreement"). In 2023, Transit Operators participated in Focus Group sessions covering various workplace aspects. The results showed Transit Operators prioritized a better work-life balance, including more consistent and predictable work schedules. The parties have a mutual interest in providing efficient transit services to the community and enhancing work-life balance for Transit Operators.

In order to provide the best work-life balance options for the Transit Operator group, Pierce Transit explored various work scheduling methods and has identified an alternative method of scheduling known as "rostering". Pierce Transit wishes to work with the Union and employees to explore adopting a rostering system that advances the group's interests.

Rostering is the process of packaging daily runs to create complete weeks of work for Transit Operators providing optimization in minimizing leftover work, reducing split time and variances between start times.

The purpose of this MOU is to evaluate the potential parameters for adopting the rostered bid package system at Pierce Transit during the 2024-2026 Collective Bargaining Agreement period. The processes provided in this MOU are intended to enable the parties to engage in a collaborative and open discussion. This MOU outlines the parties' commitment to continue discussions regarding rostering and potentially adopting it for Pierce Transit's operations.

II. AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree to the following:

1. **Roster Review Committee.** The parties agree to establish a Roster Review Committee ("Committee") that includes management representatives not to exceed six (6), two (2) union officers, and four (4) Transit Operators to explore bid package concepts. The Operators will be representative of the following work experience levels: (a) 0-4 years; (b) 5-10 years; (c) 11-20 years; (d) 21 and more years and will be appointed by the Union. The purpose of the Committee is to allow the parties the opportunity to engage in conversation and have a collaborative and open dialogue. The Committee meetings will occur monthly and are not bargaining meetings.

By March 29, 2024, the parties will appoint Committee members. By April 26, 2024, the Committee's first meeting shall occur. In consultation with the Union, management will develop an agenda for each meeting.

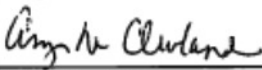
The Committee will explore various aspects of using a rostering system at Pierce Transit, including the employee and operational aspects. The Committee will review information such as samples of packaged work, an overview of the layout that employees will have access to at each shake-up, and details of how packaging work can support Operator work life balance and operational efficiencies. The Employer will consider Committee recommendations as part of its operational planning and work bid processes.

2. **Mock Rostered Bid Shakeup.** The Committee will recommend the parameters for a mock bid shakeup using the rostering system. The mock bid will occur during 2024. The mock bid will simulate a bid shakeup and provide an opportunity for Operators to experience the bidding process. The Committee will gather information from the mock bid shakeup and issue recommendations regarding the bid process.
3. **Recommendations for Rostering Parameters.** The Committee will discuss various methods and parameters that rostering packages can be built. For example, rostering packages can include a hybrid approach of cafeteria and rostering, local runs only, limiting the variation of start time from one shift to another. The Committee will issue recommendations for potential parameters to use for rostered packages no later than December 31, 2025.
4. **Review of Committee Recommendations.** The parties will meet to review the Committee's recommendations no later than January 30, 2026. If either party requests to negotiate the impacts to mandatory subjects of bargaining such as shift bids, the parties will meet to bargain such impacts.
5. **Management Rights.** The Committee's work is intended to gather Operator input for Pierce Transit's operations and employee work life balance. The Employer retains all its management rights, including those provided in Articles 5 and 21 of the Agreement, to determine its operational needs, schedule work, and implement scheduling processes so long as it complies with the Agreement and satisfies any bargaining obligations under Chapter 41.56 RCW.

This MOU may be modified by the parties' mutual agreement in writing.


IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

PIERCE TRANSIT

 2/12/24

 Amy Cleveland
 Chief Administrative Officer

ATU, LOCAL 758

 2/12/24

 John Hoheusle
 Union President/Business Agent