

2025 – 2027 LABOR AGREEMENT
between
CITY OF EVERETT, WASHINGTON
and
AMALGAMATED TRANSIT UNION
Division Number 883

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ARTICLE 1 - AGREEMENT

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "City," and Amalgamated Transit Union, Division No. 883, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide a working understanding between the City of Everett and its employees who are members of the Amalgamated Transit Union bargaining unit, through their duly accredited representatives, affecting wages, hours and working conditions, and to establish a means of settling any and all grievances, disputes and controversies arising between the City of Everett and Amalgamated Transit Union Division No. 883, and pursuant to said purpose the parties hereto agree as follows:

ARTICLE 2 - NON-DISCRIMINATION

The City agrees not to discriminate against any person or employee for his/her activity in behalf of or membership in the Union. The Union and the City agree not to engage in unlawful discrimination against any person or employee because of race, color, sex, creed, national origin, age, marital status, sexual orientation, or the presence of a physical or mental disability, unless it is a bona fide occupational qualification.

ARTICLE 3 - LEGALITY

It is specifically understood and agreed that all provisions herein are subject to existing laws, and should any provision of the Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 - EXCLUSIVE BARGAINING REPRESENTATIVE

The City agrees to recognize the Union as the exclusive collective bargaining representative for all employees whose classifications are listed below or are added during the contractual years:

4500	Bus Maintenance	02-014
4510	Bus Operator	02-010 & 02-110
4520	Bus Operator Trainee	02-011
4530	Paratransit Operator	02-013 & 02-113
4540	Paratransit Operator Trainee	02-009
4550	Transit Inspector	02-012

ARTICLE 5 - DEFINITIONS

For purposes of the Agreement, the following phrases are hereby defined:

Bargaining Unit - The bargaining unit shall include all employees listed in Article 4.

Platform Time - The actual time the employee is in a paid status from sign on to sign off.

Designated Reporting Location - The physical location where an employee reports and signs on and off for work within the City limits. An employee's sign off location will be the same as his/her sign on location.

Regular Run - A run where the platform time exceeds seven (7) hours and one (1) minute.

Straight Run - A regular run where the platform time is unbroken.

Mark-up - Bidding by the bus operators for runs and days off according to their working seniority.

Division - Everett Transit Division, a division of the Everett Transportation Services Department.

Spread Time - The time in excess of eleven (11) hours required to complete a regular run.

Permanent Part-Time - Employees classified as paratransit extra board operator, who because a full-time position is not warranted, work less than full-time.

ARTICLE 6 - GENERAL PROVISIONS

Section 1: Employee Information and Dues/Fees Checkoff

A. Employee Information

1. The City shall provide the Union with access to bargaining unit employees, including the name, address, telephone number, classification, date of hire, and rate of pay.
2. The City shall notify the Union of all new bargaining unit employees as soon as Human Resources is notified of the hire. The City shall supply the following information to the Union regarding each newly hired bargaining unit member upon hire: name, address, telephone number, classification, date of hire, and rate of pay.

B. Dues, Fees and Assessment Processing

The City shall deduct the regular dues, fees, and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. Consistent with federal, state, and local law, the City shall honor and adhere to specific provisions of such authorization for the deduction of regular dues, fees, and assessments and all other provisions agreed to by the employee in the authorization, irrespective of the employee's membership status in the Union. The amount deducted shall be mailed each month to the Union.

C. Revocation

Consistent with federal, state, and local law, the City shall honor and adhere to the specific provisions of an employee's written authorization for the deduction of dues, fees, and assessments regarding the duration, renewal, and procedure for the revocation of such authorization. An employee who seeks to revoke such authorization must provide written notice to the City and the Union. Upon receipt of such a request from an employee, the City or Union will promptly transmit the employee's request for revocation to the other. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 2: COPE

The City shall deduct COPE contributions from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. The amount so deducted shall be mailed each month to the Union. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 3:

- A. Three Union-Management meetings will be held annually to discuss various items of interest to both parties.
- B. The City, at its discretion, may conduct up to three (3) mandatory employee meetings or in-person training sessions annually.

Employees will be given at least thirty (30) days' advance notice prior to each scheduled session. These sessions are intended for all employees, excluding those on approved vacation, sick leave, or workers' compensation leave at the time of the event. For employees who are excused from attending, the City may schedule three (3) annual meetings or trainings and they will not count as additional events.

Employees who attend employee meetings or in-person trainings will be paid a minimum of two (2) hours pay at the applicable rate.

In the event of a canceled meeting or in-person training that is beyond the control of the City, employees who have reported to work prior to the time of the cancelation shall be paid two (2) hours pay at the applicable rate. Canceled meetings or in person trainings will not count against the three (3) meetings or in-person trainings allowed to the City.

Section 4:

The City will hold a meeting of the Union bargaining unit and drivers will be informed two (2) weeks in advance of any major changes in the Transit system.

Section 5:

It is understood and agreed that the following Articles/Sections of this Agreement shall not apply to those members employed in the classification of paratransit operator:

Article 14(4)

Section 6:

All bargaining unit appointments to committees that involve mandatory subjects of bargaining or mandated by law shall be selected by the union.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 1:

Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and the conduct of its employees, provided such rules are not in conflict with the provisions of the Agreement or with the applicable law.

Section 2:

The City has the right to (among other actions) discipline, following just cause, temporarily layoff or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

Section 3:

The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during work hours, and are not subject to overtime or callout shifts.

ARTICLE 8 - HOLIDAYS

Section 1:

Date Observed

HOLIDAY	2025	2026	2027
New Year's Day	January 1	January 1	January 1
Martin Luther King, Jr. Day	January 20	January 19	January 18
President's Day	February 17	February 16	February 15
Memorial Day	May 26	May 25	May 31
Juneteenth	June 19	June 19	June 19
Independence Day	July 4	July 4	July 4
Labor Day	September 1	September 7	September 6
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 27	November 26	November 25
Native American Heritage Day (Day After Thanksgiving)	November 28	November 27	November 26
Christmas Day	December 25	December 25	December 25

Two Floating Holidays At employee's choice with concurrence of the City

Floating Holiday Prorating for New Hires:

In the first year of employment, full time regular employees hired before June 1 will receive two floating holidays. Employees hired between June 1 and September 30 will receive one floating holiday. Employees hired between October 1 and November 30 will receive 4 hours floating holiday.

Section 2:

Holiday pay shall be eight (8) hours regular pay for all employees unless there is an election under Section 3 or Section 7 of this Article. The intent of this provision is to ensure that employees receive not more than one hundred and four (104) hours of holiday pay per year. Those employees who work a 4/10 shift and the holiday falls on their regular work day have the option of filling the remaining two (2) hours of their holiday by taking vacation time.

Section 3:

The employee may elect to receive eight (8) hours credited to his/her vacation accrual in place of holiday pay, upon written request prior to each holiday.

Section 4:

Any employee who shall work any day designated as a holiday under Section 1 hereof shall be paid at one-and-one-half times the employee's hourly rate of pay.

Section 5:

Employees who work on Thanksgiving Day or Christmas Day will get one-half time premium in addition to their other rate of pay.

Section 6:

All employees who are on unpaid-suspension or on unpaid leave shall not receive holiday pay or vacation accrual as set forth in Sections 3 or 4 herein.

Section 7:

Any employee working on a holiday may elect to receive overtime hours credited to his/her vacation accrual in place of the time-and-one-half normally paid for work performed, upon written request prior to each holiday.

ARTICLE 9 - VACATION

Section 1:

All members of this bargaining unit shall accrue vacation credit for each month of continuous service as shown on the table below:

CONTINUOUS SERVICE FROM EMPLOYEE ANNIVERSARY DATE	VACATION CREDIT ACCRUED	
	<u>Number of Vacation Hours Per Month</u>	<u>Per Year</u>
0 – 2 Years	9.33 hrs	112 hrs
2 – 3 Years	10.00 hrs	120 hrs
3 – 5 Years	10.67 hrs	128 hrs
5 – 6 Years	11.33 hrs	136 hrs
6 – 7 Years	12.00 hrs	144 hrs
7 – 9 Years	12.67 hrs	152 hrs
9 – 11 Years	13.33 hrs	160 hrs
11 – 12 Years	14.00 hrs	168 hrs
12 – 13 Years	14.67 hrs	176 hrs
13 – 14 Years	15.33 hrs	184 hrs
14 – 17 Years	16.00 hrs	192 hrs
17 – 19 Years	16.67 hrs	200 hrs
Over 19 Years	18.00 hrs	216 hrs

Section 2:

"Continuous Service" shall be determined from the employee's adjusted employment date.

Section 3:

No vacation accrual will be allowed in excess of two full year's earned vacation accrual.

No employee shall have vacation credit accrual cashed out in excess of 240 hours at the time of his/her retirement/separation, except PERS I employees hired prior to January 1, 1987 may cash out up to 44 days (352 hours). Any employee terminating employment or retiring must use any vacation accrual in excess of the aforementioned limits prior to retirement/separation or it will be lost to the employee.

Section 4:

Vacation slots shall be scheduled by the Transit Director at times when they will constitute minimum conflict with work schedules.

Section 5:

Employees will be granted pay in lieu of vacation at such time as they are separated from City employment, unless such separation occurs during the initial probationary period.

Section 6:

If a holiday specified in Article 8 of this Agreement falls within the employee's actual vacation, the employee may add one extra day to his/her vacation time with such day to be scheduled by mutual agreement between the employee and the Transit Director. No charge against vacation accrual will be made for a vacation day which falls on a holiday specified in Article 8 of this Agreement.

Section 7:

Choice of vacation time shall be by working seniority.

Section 8:

The vacation book shall recognize one vacation slot in the vacation book for every ten drivers out of training. Under special circumstances, the Transit Director, after notification to the Union, may temporarily limit the number of vacation slots available.

Section 9:

Vacation accrual cannot be used in place of sick leave unless sick leave has been exhausted and the employee receives Transit Director approval.

Section 10:

Vacation pay shall be paid the same as run pay for regular operators. Extra board drivers shall receive eight (8) hours pay per day of vacation. Other employees shall receive vacation pay according to their regular assigned shifts.

Employees whose regular work shifts consists of working five 8-hour days shall receive no more than 8 hours pay for each day of vacation. Employees whose regular shift(s) consists of working four 10-hour days shall receive no more than 10 hours pay for each day of vacation.

Section 11:

Employees who are furloughed, laid off and rehired within twelve months, or employees granted leave of absence without pay, shall not accrue vacation during this period.

Section 12:

Vacation shall be taken as follows:

- A. Four (4) hours minimum for extra board and straight run operators.
- B. The entire a.m. or p.m. work piece for split-shift operators.
- C. Inspectors and maintenance personnel may take vacation in a 2 hour minimum block with written approval of the employee's supervisor.
- D. Paratransit Operators may take vacation in a 2 hour minimum block at the beginning or end of their regular work shift.

Section 13:

Except when an employee has signed for a vacation day on his/her day off (due to a new markup), employees may not remove their name from the vacation roster during the three (3) day period prior to the vacation date without written notice to and express approval of the Director of Transportation Services or designee.

ARTICLE 10 - INSURANCE BENEFITS

Section 1:

The City agrees to offer four medical plan options for eligible employees and their eligible dependents; Kaiser Permanente Legacy Core, Kaiser Permanente New Core, HMA Traditional PPO Plan and HMA Consumer Driven Healthcare Plan. Employees that choose Kaiser Permanente Legacy Core, Kaiser Permanente New Core, or the HMA Traditional PPO Plan shall pay ten percent (10%) of the monthly premium.

Employees that choose the HMA Consumer Driven Health Plan shall pay five percent (5%) of the monthly premium. Employees will receive a lump sum contribution into their VEBA plan. Individuals shall receive \$1,200 and employees with family coverage shall receive \$2,400 in January of each year. In addition, employees with individual coverage shall receive an annual \$200 clinic incentive contribution and spouses will receive an annual \$200 clinic incentive contribution (for completing an annual whole health exam).

The annual incentive for completing the annual whole health exam at the Vera Clinic shall remain the same.

Section 2:

The City shall provide \$1,000 life insurance per \$1,000 of an employee's annual salary rounded to the next highest thousand for the duration of this Agreement.

Section 3:

The City shall provide the employee accidental death and dismemberment coverage in an amount equal to that specified in Section 2 hereinabove.

Section 4:

The City shall provide to all employees affected by this Agreement and their dependents, who request it, a dental coverage program through Delta Dental of Washington that provides 100% of premium cost of basic dental for the duration of this agreement, to an annual maximum of \$2000.00. A second dental coverage program offering is through Willamette Dental.

Section 5:

The City shall provide to all employees who are covered by this Agreement and their legal dependents, 100% premium for a vision care plan which is acceptable to the City for the duration of this agreement.

Section 6:

The City shall provide felonious assault insurance of which the coverage limits shall not exceed \$100,000 for transit employees who are covered by this Agreement, subject to the carrier's acceptance.

Section 7:

The City shall pay for the DOT medical examination at the current rate at the City's designated physician or facility. Any additional procedures that an employee may be referred to while obtaining their DOT exam will be covered at the employee's expense if not covered by the employee's medical insurance.

Section 8:

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee. At any time, the City may determine that an employees may be responsible for paying the employee's share of the WPFML premium. The City agrees to notify the union of this deduction 90 days prior to the start of the deduction and will negotiate any impacts of such deduction.

ARTICLE 11 - SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1:

Sick leave shall accrue to each employee at the rate of eight (8) hours of leave for each calendar month of the employee's active service. Employees that have zero "no shows", "late shows" or formal disciplinary action during the previous mark-up will have six (6) hours of sick leave accrual added to their sick leave bank the first pay period following that mark-up. (Published mark-up dates will be used for purposes of providing incentive). While sick leave balances may exceed 960 hours during the course of the year, the total accumulation of sick leave hours in the regular sick leave bank at year end shall not exceed 960 hours.

Any employee out on any long-term leave or L&I for more than 50% of the markup shall not be eligible to receive the six-hour sick leave incentive.

Sick leave accrual will be earmarked as Washington Paid Sick Leave, to be administered in compliance with Washington Paid Sick Leave Law and City policy. Employees who separate and are then rehired within twelve (12) months shall be credited with any unpaid sick leave remaining at time of separation.

Section 2:

An employee shall be eligible to use accumulated sick leave in accordance with the City Leave Benefits Policy, as well as state and federal law.

Section 3:

Sick leave with pay for a period of four (4) days or more requires the presentation of a written statement by the physician, certifying that the employee is able to return to duty without restriction (when such leave was related to the employee's own sickness, not when the absence was related to a relative). An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources to inform them of the unreasonable burden or expense. An employee on sick leave shall inform their department head, or cause the department head to be informed, forthwith that they are unable to report for duty and the reasons therefore, and failure to do so without excuse shall be cause for denial of sick leave pay. Subsequent incidents may be grounds for disciplinary action.

The City may not retaliate against employees who utilize sick leave protected by state or federal law.

Section 4:

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or incapacity. Therefore, if an employee becomes ill or incapacitated after his/her vacation has commenced, vacation time will continue to be deducted. However, if an employee notifies the Transit Department or their designee prior to the commencement of the employee's vacation that said employee is ill or

incapacitated, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be cancelled and rescheduled, if possible, at a time mutually agreeable to the employee and the City. When calling in sick in lieu of vacation, employees are required to call the Scheduling Office no later than 5:00 PM (PST) on the first day in which they desire to use sick leave in lieu of vacation. A request to use sick leave in lieu of vacation must be accompanied by a doctor's letter stating the nature and extent of the illness or injury and that the employee is too ill or injured to perform his/her duties. Sick leave will only be authorized from the date of the doctor's letter forward. Documentation must be provided to Transit, upon the employee's return to work, before sick leave will be approved. Failure to provide adequate documentation, will result in a denial to use sick leave in lieu of vacation and vacation time will be deducted. If the employee does not have sufficient sick leave accrual to cover the missed time, all other accrued leave must be used.

Section 5:

Regular and reliable attendance as scheduled is a requirement of continued employment. The City has the right to take corrective action to deal with unauthorized use of sick leave or situations where the employee has frequent or regular absences which hinder the performance of the employee's job duties or the efficiency of the division. Such corrective action may include medical consultations, physician's statements, progressive disciplinary action, including suspension or termination.

Fraudulent use of sick leave may lead to immediate suspension or termination.

Section 6:

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the State Industrial Act and/or paid family medical leave, he/she shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 9 and 11 of this Agreement. Provided, however, this section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits and/or paid family medical leave. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours on a pro-rated basis.

Section 7:

If an extra board employee is sick during a pay period, they may use up to eight (8) hours of sick leave for each day not to exceed 80 total hours of sick leave in a pay period.

Section 8:

Any employee who exhausts their sick leave accrual, must follow the City's Leave Benefits Policy and utilize all other accrued leave prior to accessing leave without pay.

Section 9:

Employees who have successfully passed probation shall be allowed, upon voluntary separation, retirement or in situations of reduction in force from City employment, to receive a payment equal to fifty (50) percent of the value of their then existing sick leave accrual balances.

ARTICLE 12 - BEREAVEMENT LEAVE

When death occurs among members of any employee's immediate family, the employee, upon request to the Transit Director, will be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and will be compensated at his/her normal salary for the hours lost from his/her regular schedule before or after the funeral with a maximum of four (4) days per death for bereavement. Employees may use bereavement leave in segments of not less than one day at a time. Bereavement Leave must be used within one year of the death, unless prior arrangements are made with the Transit Director. If required to travel beyond the one-way distance of 300 miles to attend services or an event related to bereavement, (2) two additional days will be allowed. In the event that the employee is the personal representative (executor, etc.) of the deceased, they shall be allowed up to an additional (3) three days of bereavement leave. This time off shall not be deducted from accumulated sick leave or vacation. Bereavement leave as described in this article, shall not exceed (7) seven days in total per occurrence.

The term "immediate family" is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. The City will honor specific requests for leave to attend the funeral of other family members under unusual circumstances, with the understanding that the employee will take the leave and request determination whether or not it is to be bereavement leave or vacation leave within ten (10) working days after their return from their absence.

ARTICLE 13 - HOURS OF WORK

Section 1:

All bus operators agree to work a five (5) day week with two (2) off in seven (7). For employees other than bus operators, they may elect to be scheduled ten (10) consecutive hours per day, four (4) days per week or eight (8) consecutive hours per day five (5) days per week, subject to the Director of Transportation Services' approval. Any additional time in excess of the eight (8) consecutive hours per day or ten (10) consecutive hours per day as referenced in this Section is to be paid at time-and-one-half.

All paratransit operators agree to work a five (5) day week with two (2) days off in seven (7). The City will endeavor to schedule all full-time paratransit operators for eight (8) straight hour shifts, except in emergency situations.

Bus maintenance persons will be paid during their one-half hour lunch break as long as the ten (10) hour shift is acceptable to the City management. The one-half hour lunch break must begin no earlier than 4 hours into the shift and end no later than 6 hours into the shift.

Section 2:

No regular run shall be scheduled thirteen (13) hours beyond the starting time.

No operator shall be scheduled more than fourteen (14) hours of work per day and inspectors and maintenance staff are strongly encouraged to not work beyond fourteen (14) hours. Unless under an emergency, operators, inspectors, and maintenance persons shall not operate a revenue vehicle beyond fourteen (14) hours. All operators, inspectors and maintenance persons must have a minimum of nine (9) hours off between days worked.

Section 3:

Paratransit operators shall receive vacation and sick leave on a pro-rated basis; and shall be entitled to full insurance benefits under Article 10.

ARTICLE 14 - WORKING CONDITIONS

Section 1:

All operators will be allowed fifteen (15) minutes to prepare and check the necessary equipment on the bus and drive the vehicles from the property. All employees will be paid for actual time it takes to complete incident and event reports. During the winter months when there are icy conditions, revenue vehicles will be started and de-iced prior to the operator boarding.

Section 2:

The percentage of weekday straight runs shall not drop below 35% of the total number of weekday runs. If, in the course of the operation of the Transit System it becomes necessary to revise the operation schedule to the extent that this Section may be affected, the Union agrees that this Section may be reopened for immediate negotiations.

Section 3:

A mark-up for all operators, inspectors and bus maintenance persons will take place four (4) times per year, once in each of the following months: March, June, September, December.

The City may elect, at its option, to schedule additional mark-ups per year. The City agrees to consult with the Union in scheduling any new work assignments and to listen to their concerns and recommendations prior to posting each new mark-up.

The City agrees to meet with two members of the Union (appointed by the Union President) to review the draft mark-up prior to posting to address driver concerns with the run cut. The parties agree to work together to find solutions should a legitimate issue arise during the bid. Provided, the City retains the exclusive right to determine work assignments and scheduling as provided in Article 7 herein.

The effective date will be stated on the mark-up when it is posted. In the event that the department alters any regular run, a mark-up shall take place if requested by the Union.

The mark-up shall be posted no later than 30 days prior to the mark-up effective date.

The Union shall ensure that the mark-up is signed and ready for proofing no later than 7 days prior to the mark-up effective date.

The City shall allow the Union up to forty (40) hours of paid time to facilitate the signing of mark-ups during each regular mark-up period.

The City shall provide the Union the mark-up effective date at least sixty (60) days prior to each mark-up.

Section 4:

Normally, no persons other than those hired as bus operators shall operate buses carrying passengers. Every effort will be made by the City to utilize bus operators at all times; however, the City may in an emergency utilize other employees to operate buses until such time as a bus operator is available. Paratransit van(s) used to do normal transit work covered by this Agreement shall be operated by bus operators covered under Article 4 except in an emergency as defined above.

Section 5:

Exact fare will remain in effect during the term of this contract.

Section 6:

All pay for scheduled runs shall begin and end at the designated report location. Bus operators shall be furnished transportation from the designated report location to the relief point or from the relief point to the designated report location. This transportation shall be by bus, City vehicle or other transportation furnished by the City.

All scheduled runs shall have travel time included.

The Union will receive two "mark up" periods of advance notice before any change or additional report locations are designated.

Section 7:

An operator scheduled to work a combination of work assignments that exceed ten (10) consecutive hours may request, prior to beginning the shift or upon notification of the extra work, a thirty (30) minute break. This break shall occur during the last four (4) hours of the shift. This section does not apply to scheduled runs.

Section 8:

All operators, inspectors, and maintenance persons must have a minimum of nine (9) hours off between days worked.

Extra board bus and paratransit operators will not be required to work more than twelve (12) hours per day or work more than a fourteen (14) hour spread per day unless agreed to by the employee.

Section 9:

For bus operators the City will endeavor to post the daily work schedule no later than 2:00 p.m. on the day prior to the schedule becoming effective. For paratransit operators the City will endeavor to post their work schedule no later than 6:00 p.m. on the day prior to the schedule becoming effective.

Section 10:

All operators shall be allowed to bid on their respective extra board during the regular mark-up time. Operators bidding the extra board must be able to operate all revenue and support vehicles in their respective division without restrictions unless seniority would not allow an alternate assignment.

Section 11:

Any employee called to work on any of his/her days off, including vacation, may refuse to work on such a day off without reprisal.

Section 12:

If a verifiable emergency exists affecting an employee, or family, such as a medical emergency or household emergency which requires the immediate attention of the employee, the City will make every effort to release the employee as quickly as possible from work to attend to the emergency. The employee must use vacation time for time off to deal with the emergency and the employee is required to provide written verification of the emergency that is acceptable to management. Written verification is required upon return to work. Failure to provide written verification will result in disciplinary action.

Section 13:

Bus operator schedules shall include reasonable layover and recovery time for restroom use.

Section 14:

Employees may be scheduled to work additional hours for training purposes. This requirement shall not exceed four (4) training sessions per calendar year, and the training sessions shall not exceed eight (8) hours each. The training shall take place on the employee's regular work day and shall not result in the employee working over twelve (12) hours per day.

Section 15:

Audio and video recording systems (AVRS) will be in all revenue service vehicles and inspector vehicles. The purpose of this system is to enhance the safety, security and customer service experience of the public, employees, and the City.

Cameras in vehicles will not be located in front of the employees in such a manner as to capture the employee's face and front while they are in the driver's seat. It is understood that an operator's face and front may be captured when they are out of the driver's seat or when they look up into the camera that is positioned above them.

AVRS shall be used for service planning, system performance monitoring, or investigating a "precipitating event". A "precipitating event" may include, but not be limited to: (1) a documented public, customer or employee complaint; (2) a claim filed against the employer, or one of its employees; (3) a documented injury, accident, or incident; or (4) a request by law enforcement agency, another state or federal agency, or in compliance with public disclosure processes.

AVRS may be used in the creation and presentation of training materials with the operator's consent.

Supervisors, management, and their designees will not review more of the audio or video than is reasonably necessary to investigate the circumstances surrounding the precipitating event. Generally, this will be limited to three (3) minutes prior to and three (3) minutes after the precipitating event. Additional data may be reviewed by management upon mutual agreement with the Union.

Review initiated by a precipitating event will be for the purpose of determining what happened. Any discipline resulting from review of audio or video recording must be related to the initial purpose of the review, limited in time by (180) seconds before and (180) seconds after a precipitating event, however, discipline may also be issued if review of the data within these parameters (180) seconds before and after the precipitating event) reveals misconduct, even if unrelated to the original purpose.

Any discipline resulting from the investigation of a "precipitating event" shall be consistent with "just cause" discipline principles. If the City believes that the information from the AVRS may support discipline of an employee, a copy of the recording will be provided to the employee no less than 24 hours before the disciplinary or investigative meetings with the employee.

The City may not pull any hard drive or media-recording device from a vehicle for the purpose of "targeted surveillance" or to randomly monitor employees for disciplinary action. The City may, however, monitor data recorded by the AVRS as part of a corrective action follow-up plan. Monitoring of this type must be approved by the Director of Transportation Services. The City must notify the Union when monitoring data recorded by the AVRS is part of a corrective action follow-up plan.

Personnel reviewing AVRS data will keep a detailed log of, date and time of hard drive pulled, audio and video reviewed, detailing the reason for the review, the operator being reviewed, the time and date of the video being reviewed, the date the video was actually reviewed, name of the individual reviewing the data, the time review starts and ends, exactly how much data was reviewed, and the results of the review.

Section 16:

When there is an opening, current operators who are off probation and are not on a performance improvement plan may volunteer to transfer between paratransit, fixed route, inspector or to Maintenance. Maintenance employees that have prior civil service rights to an operator position may volunteer to transfer to an open operator position (employees may not self-promote).

- A. On moving into the new position, the employee retains his/her employment seniority date for their new rate of pay.
- B. If the employee fails to successfully complete the training or probationary period, the employee may return to their former position if there is an opening unless the employee was terminated for cause.
- C. On completion of training, the employee shall receive the appropriate pay in their new job classification based on their years of seniority.

- D. The transferring employee will start at the bottom of the seniority list in the new job class.
- E. An employee who transfers to another position may request to voluntarily return to their previous classification at any time following the completion of their new probationary period. A vacancy must exist prior to a request being granted. The employee who returns will be paid according to the wage schedule to which they are returning.
- F. Employees seeking to transfer to Paratransit Operator after January 1, 2025, must have a DOT medical card that is valid for one-year. The requirement to obtain a DOT medical card shall be extended to any newly hired employee.

Section 17:

Bus Maintenance Persons who apply for the classifications Paratransit Operator or Bus Operator shall be eligible for time and service points in accordance with Civil Service rule 4.61.

Section 18:

The City of Everett will not mandate any vaccine for employees covered by this bargaining agreement unless it's required by state or federal mandate.

Section 19:

Any employee involved in a serious event that makes further operation of a vehicle or directing the movement of vehicles unadvised may request to have the remainder of that shift off with total compensation for the day with management approval.

ARTICLE 15 - WAGES

Section 1:

Operators working from the extra board will be paid for their platform time except when filling a regular run where they will be paid in accordance with Article 15, Section 11 and Section 12. When performing piece work, the operator will receive overtime pay for work performed after the start of the 11th hour of their work assignment.

Section 2:

No regular bus operator shall be allowed to do extra work as long as extra board drivers are available, with the exception of pre-planned events requiring multiple buses and operators, and where a special markup has been authorized. The City shall at all times endeavor to maintain an adequate extra board. Extra board operators will receive two (2) days off in each seven (7) days.

Extra board operators will be paid at least 70 hours in each 14-day pay period. Beginning January 1, 2026, extra board operators will be paid at least 75 hours in each 14-day period.

Holiday pay hours earned on an extra board operator's regular day off shall not count toward the extra board operator's guarantee.

Section 3:

Paratransit operators will be paid at least seventy (70) hours in each fourteen (14) day period with two (2) days off in each seven (7) days. Effective January 1, 2026, the seventy (70) hour minimum shall be increased to seventy-five (75) hours.

Paratransit operators who work on their scheduled day off shall receive one and one-half (1-1/2) times their regular wage. Hours worked on the scheduled day off shall not count toward the hour applicable guarantee stated above.

Section 4:

No bus operator or paratransit operator called in to work shall receive less than two (2) hours pay at straight time.

Bus and paratransit operators called back to work to drive a piece of work for which they were not pre-scheduled shall be paid a minimum of three (3) hours straight pay. This provision does not require the City to schedule pieces of work that are a minimum of three (3) hours. This provision does not apply to meetings and other non-driving work.

Section 5: See Appendix A for complete wage scale for 2025-2027

Wages – 2025:

Maintenance:

Effective January 1, 2025, all employees in the maintenance classification shall receive a five percent (5%) COLA and, in addition, a five percent (5%) market adjustment.

Operations (Fixed Route and Inspectors):

Effective January 1, 2025, all employees covered by these classifications shall receive a five and one half percent (5.5%) COLA increase.

Wages – 2026:

Effective January 1, 2026, all employees covered by this bargaining agreement shall receive a four and one half percent (4.5%) COLA.

Wages – 2027:

Effective January 1, 7, all employees covered by this bargaining agreement shall receive a wage adjustment in the amount of four percent (4%).

Paratransit Operator Wages:

Para Transit Operators shall be paid the following wage:

0-5 years of service – 90% of a fixed route operator wage

5-10 years of service – 95% of a fixed route operator wage

10+ years of service – 100% of a fixed route operator wage

A. Bus Maintenance, Range 02-014

PAY STEP	1	2	3	4	5
LENGTH OF TIME	0-6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
HOURLY RATE	SEE APPENDIX A				

B. Operators hired prior to January 1, 1999:

Position	Range	SEE APPENDIX A
Bus Operator	02-010	
Paratransit Operator	02-013	

C. Operators hired after January 1, 1999:

Bus Operator, Range 02-110

Pay Step	1	2	3	4	5	6	7
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37-48 Mos.	49-60 Mos.	61+ Mos.
HOURLY RATE	SEE APPENDIX A						

The position of Bus Operator Trainee has a maximum of thirty (30) days training and shall be paid at the first step of Bus Operator.

Paratransit Operator, Range 02-113

Pay Step	1	2	3	4	5
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
Hourly Rate	SEE APPENDIX A				

Paratransit Operator Trainee shall be paid at the first step of the Para Transit Operator per hour until the completion of training which will not exceed forty-five (45) working days.

Transit Inspectors

The position of Transit (Road) Inspector in the first year, or an Acting Inspector shall be paid fifteen percent (15%) higher per hour than the top step bus operator.

The position of Transit (Road) Inspector after the first year shall be paid 18% higher than the top step bus operator.

The Transit Inspector specialty positions for Training, Planning, and Scheduling shall be paid 5% above a second year Transit (Road) Inspector.

Scheduling, Planning, and Training Inspector positions will be filled from the ranks of Transit (Road) Inspectors at management's discretion based on objective criteria.

Transit inspectors that work alone shall be paid the Transit Inspector specialty rate of pay for all hours worked while they are the only inspector on duty.

Specialty inspector positions may be authorized to be filled by Management on a temporary basis. If an entire shift is worked the Transit (Road) Inspector will receive Transit Inspector specialty pay for that shift.

City and Union agree to discuss Inspector classifications and pay and selection process in labor management.

Longevity

A longevity schedule based on years of service for all employees listed in Article 4 shall be provided as follows:

After completion of 4 years, \$0.243 per hour
After completion of 8 years, \$0.395 per hour
After completion of 12 years, \$0.546 per hour
After completion of 16 years, \$0.697 per hour
After completion of 20 years, \$0.849 per hour
After completion of 24 years, \$1.001 per hour
After completion of 28 years, \$1.150 per hour

Longevity shall be calculated based on the employee's adjusted employment date.

The longevity amount listed above will be adjusted by the annual COLA each year, effective January 1, 2025.

Section 6:

Bus maintenance persons shall receive an additional five percent (5%) per hour for hours worked between 9:00 p.m. and 7:00 a.m. Employees assigned to work this shift will receive shift differential for the hours that fall between 9:00 PM and 7:00 AM (to include sick, vacation, holiday).

A Lead Bus Maintenance Person may be assigned by management to be a working crew leader of at least two (2) other Bus Maintenance Persons. Duties include directing and problem solving for assigned crew, identifying task assignments, resolving immediate on-site conflicts. A Lead Bus Maintenance Person will receive 10% pay above the individual's current hourly base wage.

Section 7:

Operators or Bus Maintenance employees who are requested by their supervisors to act as operator trainers shall be paid ten percent (10%) above their base rate per hour premium pay in addition to their regular hourly rate for the actual hour(s) the operator or bus maintenance person trainer spends in the trainer capacity.

Section 8:

Any operator with less than ninety (90) minutes between assignments shall be paid straight through at regular pay and he/she can be worked as an operator during the ninety (90) minutes or less between assignments.

Section 9:

Employees who serve on jury duty shall receive jury duty pay in accordance with City Policy.

Section 10:

Transit employees who are elected by the Union and attend Safety Improvement Committee meetings and the Accident Review Committee meetings shall be compensated at the employee's regular straight time rate of pay, or overtime rate of pay, depending on that employee's pay status.

Section 11:

Employees shall receive a guaranteed eight (8) hours pay for all regular runs.

Section 12:

When a bus operator's total work time exceeds eight (8) hours in any one (1) working day, time-and-one-half will be paid for all time worked in excess of eight (8) hours.

Section 13:

All members of the bargaining unit working regular runs which are not completed in consecutive hours shall receive additional pay for that time beyond eleven (11) hours that it is necessary to complete the run. This additional pay shall be at the rate of time-and-one-half the basic pay.

Split runs without spread time shall receive at least one (1) hour at time and one half.

Section 14:

All split runs in excess of eleven (11) hours spread shall be guaranteed a minimum of seven (7) hours and thirty (30) minutes regular pay within the eleven (11) hour spread. When the seven (7) hour and thirty (30) minute minimum guarantee applies, the overtime rate of pay shall be paid in addition to the guarantee.

Section 15:

Whenever more than one provision of this Agreement provides for payment at the rate of time-and-one-half, only the provision with the greatest amount of pay at the rate of time-and-one-half shall be applied. This rate shall be paid in addition to regular pay guarantees.

Section 16:

The language in the aforementioned sections is to serve two major purposes. The first purpose is to ensure that when one provision of the Agreement which provides for the payment at the rate of time-and-one-half applies, only the provision which provides for the greatest amount of pay at the rate of time-and-one-half would be applied in calculating pay.

The second purpose is to ensure when a guarantee applies such as seven (7) hours and thirty (30) minutes, that guarantee shall apply in addition to the time-and-one-half overtime rate.

Example:

1.	6:03 am - 11:55 am 2:30 pm - 4:55 pm	7:00 R 1:17 OT	Split without spread time
2.	10:30 am - 12:55 pm 2:00 pm - 7:15 pm	7:00 R 1:00 OT	Split without spread time
3.	5:57 am - 9:25 am 2:00 pm - 6:25 pm	7:30 R 1:28 OT	Split with spread time
4.	7:00 am - 9:55 am 1:25 pm - 8:00 pm	7:30 R 2:00 OT	Split with spread time
5.	7:00 am - 10:00 am 12:00 pm - 6:40 pm	8:00 R 1:40 OT	Split with spread time

ARTICLE 16 - SENIORITY

Section 1:

Working seniority (adjusted employment date) will be determined from the date of hire as an employee covered under Article 4 for the City provided such service is continuous. Working seniority applies only to City benefits, such as vacation accrual and longevity accrual.

Union seniority applies to days off, run selection, vacation bids, holiday bids, overtime, and revenue vehicle bidding (when applicable). Union seniority belongs to the Union. If there are any issues about union seniority, it shall be settled by the Union.

Section 2:

Seniority shall be recognized in the same classification of work and those having greater seniority shall be given preference as to work in the same position but shall not be in conflict with the rules of Civil Service as it applies to promotions. If there is a layoff in the operator series, prior paratransit operator time will be included in that individual's class of bus operator time for purposes of determining layoff seniority.

Section 3:

Seniority shall terminate by discharge from service or by voluntarily leaving the service of the Transit Division.

Section 4:

When and if it becomes necessary to lay-off any employee, the last person hired in each classification shall be the first laid off and the last person laid off shall be the first person hired when rehiring.

Section 5:

Employees under a medical leave of absence will not lose their seniority rights for one (1) year after their accrued sick leave is exhausted. During this period, the City has the right to require physician reports every 90 days, and to send the individual to a City-appointed physician. (See Article 11, Section 8.)

ARTICLE 17 - UNIFORMS

Section 1:

The City will furnish the first set of uniforms which all employees agree to wear. No visible garment which is not part of the uniform shall be worn by an employee without express consent of management.

Section 2:

New hires shall receive the following minimum issue of uniforms:

Operators/Inspectors

1 summer coat
1 windbreaker or sweater or vest
1 winter coat or summer coat lining/vest
9 shirts/blouses
5 slacks
Up to \$100 reimbursement for approved
Shoes

Maintenance

1 summer coat
1 winter coat or summer coat lining/vest
3 coveralls or 3 work pants
2 reflective hooded sweatshirts
Up to \$200 reimbursement for approved
shoes
2 Thermal Gear

Options on garments, such as style, material, etc., may only be changed when replacing an unserviceable garment and with the consent of management. The cost to change uniform garments as a result of size change shall be paid by the employee.

Section 3:

All Operators, Transit Inspectors, and Bus Maintenance:

The City shall arrange, through its uniform supplier(s), for employees to purchase replacement uniform garments. The City shall pay up to three hundred seventy-five dollars(\$375) per calendar year (via a supplier credit system) toward the cost of the uniforms from the City's supplier(s), uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria. For bus maintenance, the City shall pay up to five hundred (\$500) per calendar year toward the cost of uniforms, uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria.

In order to receive reimbursement, the employee must submit a paid receipt to the City on or before December 31st in the year in which the shoes were purchased or repaired. Any amount in excess of three hundred seventy-five dollars (\$375.00) shall be paid by the employee directly to the supplier. Optional City approved uniform garments (hats, gloves, etc.) may be paid for from the uniform allowance after initial uniform purchase. Uniform allowance for optional garments may be used in the second year of allowance and thereafter. A credit amount up to fifty dollars (\$50.00) may be carried over into the following calendar year.

New employees are not eligible for the full uniform credit during the calendar year in which they are hired. For the next calendar year, the uniform credit amount shall be pro-rated based upon the number of full months the employee was employed as an Operator or Bus Maintenance Person during the previous calendar year. No uniform credit may be used during the time an employee is on probation. The shoe allowance is not pro-rated in the first full year.

Section 4:

Type and color of uniforms will be determined by the City with merit given for the majority vote by the Union membership. City and Union will discuss in labor management and will address by policy the types of pants and shoes that will be allowed as part of the uniform.

Section 5:

Employees may wear the authorized standard Union emblem bearing the logo of Amalgamated Transit Union on their uniform lapel or hat.

Section 6:

All employees, while on the job, shall only wear shoes that meet the City's uniform policy criteria.

ARTICLE 18 - GRIEVANCES

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include, but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

Time periods between grievance steps may be extended by written mutual agreement of both parties.

Working days, for the express purpose of this Article, are defined to be Monday through Friday excluding holidays, Saturday and Sunday. In computing any period of time the working day following the act, event or default shall be counted as Day 1 for the purpose of determining the designated period of time applicable at that step.

1. If the Union Grievance Committee agrees that a grievance does exist, they and/or the aggrieved employee shall submit the grievance at step one to the Transportation Services Manager within fifteen (15) working days of the grievable action, with a copy of the alleged grievance going to the Director of Transportation Services.
2. If, within ten (10) working days after the receipt of the grievance, the Transportation Services Manager has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step two by submitting the grievance to the Director of Transportation Services. Step two shall be filed within (10) working days of receipt of the Transportation Services Manager's step one response. If no step one response was offered within ten (10) days of its filing, step two shall be filed within twenty (20) working days of the filing of the grievance at step one.
3. If, within ten (10) working days after the receipt of the grievance, the Director of Transportation Services has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step three by submitting the grievance to the Mayor. Step three shall be filed within ten (10) working days of receipt of the Director of Transportation Services' step two response. If no step two response was offered within ten (10) days of its filing, step three shall be filed within twenty (20) working days of the filing of the grievance at step two.
4. If, within ten (10) working days after the receipt of the grievance, the Mayor or his/her designee has not settled the grievance, the Union Grievance Committee and/or the employee may submit the grievance to an arbitration board to be determined in accordance with Section 5 of this Article. Notice of appeal must be made in writing to the Mayor within ten (10) working days after the Mayor's response, otherwise the right to grieve shall be deemed as waived. Each party within ten (10) working days will appoint their representative.
5. The moving party shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Union representatives will take turns striking names off the list of arbitrators until only one (1) person remains on the list. A coin flip shall determine whether the City

representative or the Union representative will strike the first name on the list. The arbitrator shall render a decision within thirty (30) working days after the close of the hearing, unless otherwise agreed. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Union agree that the decision of this Committee shall be final and binding upon both parties.

The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

ARTICLE 19 - NEGOTIATIONS NOTIFICATION

Should either party to this Agreement wish to inaugurate collective bargaining discussion over any proposed change they may wish to introduce into a subsequent Agreement, it is agreed that notice of the substance of the changes and language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to this Agreement not less than ninety (90) days before the termination of this Agreement. The parties receiving such notice of the desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

ARTICLE 20 - UNION OFFICIALS TIME OFF

City Business Union Officials Time Off: The City agrees to allow up to 100 working hours with pay each calendar year for Union officials or duly appointed representatives to conduct matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement. Pay for individuals using city union official's time off will be calculated at straight time.

Union Time Off Without Pay: The City also agrees to allow Union officials or duly appointed representatives to attend labor conferences or union business without pay but with full benefits. Union business shall not exceed five (5) working days for a single function.

Union Negotiation Team: The union negotiation team will receive an additional 100 hours of union officials time off for purposes of labor agreement negotiations for a successor agreement in the last year of the contract. The additional 100 hours shall be used exclusively for contract negotiations for a successor agreement.

Notification: Notification of the time off must be made in writing to the Director of Transportation Services signed by the Union President, at least three (3) working days in advance of the requested time off. Slots must be available in the vacation book.

ARTICLE 21 - ELECTION OF REMEDIES

The following limitation shall be applicable to this Agreement. In the event an employee elects to file a civil service appeal concerning his/her employment status or conditions, no grievance under this Agreement by or on behalf of the employee shall be filed or pursued to the extent the subject matter of the civil service appeal overlaps with any actual or potential grievance under this Agreement.

ARTICLE 22 - NO STRIKE CLAUSE

There shall be no strike or lock-out during the term of this Agreement.

ARTICLE 23 - EFFECTIVE DATE

10/12
WITNESSED this ____ day of _____, 2025

CITY OF EVERETT

AMALGAMATED TRANSIT UNION,
LOCAL 883



CASSIE FRANKLIN, Mayor

Steven L. Oss

STEVE OSS, President

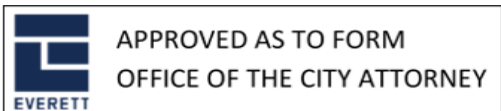
ATTEST:

Secretary



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Letter of Understanding 1
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883

The parties agree that Managers and Operations Supervisors relieving Operators for a revenue service trip in order to show appreciation and to build rapport does not violate Article 14 Section 4 of the Collective Bargaining Agreement.

The parties understand that it is valuable for Managers and Operation Supervisors to experience the challenges and realities of revenue service driving,

And recognizing that the willingness of a Manager or Supervisor to “take the wheel” while an Operator takes a break can benefit and strengthen City and ATU labor relations,

It is, therefore, agreed that with the Operator’s verbal consent, a Manager or Operations Supervisor may relieve an Operator and drive a revenue service trip for them while the Operator takes a break.

Agreement:

- Qualified Managers and Operations Supervisors may engage in this practice up to two times per week without Union approval.
- The Operator whose trip is being driven by the Manager or Operations Supervisor shall be fully compensated according to all applicable work rules while the Manager or Supervisor is driving.
- The parties agree that this practice will not be considered a violation of Article 14 Section 4 of the Collective Bargaining Agreement.
- The parties agree that either side may discontinue this practice at any time upon giving notice in writing to the other party.
- ATU 883 agrees not to file an Unfair Labor Practice (ULP) charge against the City regarding this practice if the City complies with the terms of this Letter of Understanding.

Letter of Understanding 1
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883

This Letter of Understanding (LOU) establishes the guidelines for those paratransit operators hired between January 1, 1999 and December 31, 2001 to become fixed route operators.

A. The following guidelines, as amended, are incorporated from the March 29, 2002 LOU.

B. Paratransit Operators hired between January 1, 1999 and December 31, 2001.

The following paratransit operators will retain their original date of hire as a paratransit operator for the purposes of bus operator pay, longevity, vacation, and working seniority:

Karl Neue-Lawson

Hire Date 9/27/99

C. All other Operators.

The language of Article 14, Section 17 will apply to all other Operators.

This Letter of Understanding supersedes the Letter of Understanding dated March 29, 2002.

APPENDIX A - WAGE TABLE

Appendix A

2025 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	31.08	32.47	33.90	35.42	37.01		
Bus Operator - after 1998	02-110	31.72	33.91	36.09	38.29	40.55		
Bus Operator - before 1999	02-010	x	x	x	x	40.55		
Bus Operator Trainee	02-011	31.72	x	x	x	x		
Paratransit Operator - after 1998	02-113	28.55	30.52	32.48	34.46	36.50	38.52	40.55
Paratransit Operator - before 1999	02-013	x	x	x	x	40.55		
Paratransit Operator Trainee	02-009	28.55	x	x	x	x		
Transit Inspector	02-012	46.63	47.85	50.24				

Longevity		COLA		
After		5.50%	4.50%	4.00%
# Years	2024	2025	2026	2027
4	0.230	0.243	0.254	0.264
8	0.374	0.395	0.413	0.430
12	0.518	0.546	0.571	0.594
16	0.661	0.697	0.728	0.757
20	0.805	0.849	0.887	0.922
24	0.949	1.001	1.046	1.088
28	1.090	1.150	1.202	1.250

2026 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	32.48	33.93	35.43	37.01	38.68		
Bus Operator - after 1998	02-110	33.15	35.44	37.71	40.01	42.37		
Bus Operator - before 1999	02-010	x	x	x	x	42.37		
Bus Operator Trainee	02-011	33.15	x	x	x	x		
Paratransit Operator - after 1998	02-113	29.84	31.90	33.94	36.01	38.13	40.25	42.37
Paratransit Operator - before 1999	02-013	x	x	x	x	42.37		
Paratransit Operator Trainee	02-009	29.84	x	x	x	x		
Transit Inspector	02-012	48.73	50.00	52.50				

2027 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	33.78	35.29	36.85	38.49	40.23		
Bus Operator - after 1998	02-110	34.48	36.86	39.22	41.61	44.06		
Bus Operator - before 1999	02-010	x	x	x	x	44.06		
Bus Operator Trainee	02-011	34.48	x	x	x	x		
Paratransit Operator - after 1998	02-113	31.03	33.17	35.30	37.45	39.65	41.86	44.06
Paratransit Operator - before 1999	02-013	x	x	x	x	44.06		
Paratransit Operator Trainee	02-009	31.03	x	x	x	x		
Transit Inspector	02-012	50.67	51.99	54.59				












ATU 2025-2027 - 10.31.2025

Final Audit Report

2025-12-10

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