

SETTLEMENT AGREEMENT
By and Between
INTERCITY TRANSIT
And
ATU LOCAL 1765
REGARDING: PAY STEP GRIEVANCE

RECITALS

1. Intercity Transit (the “Agency”) and ATU Local 1765 (the “Union”) are parties to a collective bargaining agreement with effective dates of January 1, 2018 through December 31, 2020 (the “2018-2020 CBA”).
2. As part of negotiations over the 2018-2020 CBA, the parties agreed, among other negotiated changes, to eliminate the entry pay step (“Operator I”) from the Coach Operator pay range, thus moving from seven (7) steps to six (6) steps.
3. In January of 2018, ATU filed a grievance concerning the pay step adjustment for Coach Operators (the “pay step grievance”). The Agency denied the grievance and the parties proceeded to PERC mediation. During PERC mediation, without either party admitting fault or liability, the parties agree to settle all of their disputes based on the terms of this Settlement Agreement (the “Agreement”).

AGREEMENT

1. Moving forward, effective upon execution of this Agreement, the Agency agrees to modify the Coach Operator pay step grid in the 2018-2020 CBA as follows (deletions shown in ~~strikethrough~~, additions show in **bold underlines**):

	2018	2019	2020
Coach Operators	3.00%	3.00%	2.50%
Operator I [previously deleted]			
Operator II <u>Operator I</u>	\$ 19.60	\$ 20.19	\$ 20.69
Operator III <u>Operator II</u>	\$ 21.00	\$ 21.63	\$ 22.17
Operator IV <u>Operator III</u>	\$ 22.53	\$ 23.21	\$ 23.79
Operator V <u>Operator IV</u>	\$ 24.03	\$ 24.75	\$ 25.37
Operator VI <u>Operator V</u>	\$ 25.76	\$ 26.53	\$ 27.19
Operator VII <u>Operator VI</u>	\$ 27.77	\$ 28.60	\$ 29.32

This modification is intended to relabel the pay steps to begin at Operator I instead of Operator II. With exception of the employees specified in Paragraph 2 below, all other employees shall continue to receive step increases in connection with their date of hire into the bargaining unit. Employees will not receive a pay increase in connection with the relabeling. For example, an employee currently at Operator IV with a September step increase date will be renamed Operator III following execution of this Agreement, without any increase or decrease

in pay from that currently received. In September, the employee will then move from Operator III to Operator IV.

2. The following nine (9) Coach Operators will have their pay step increase dates adjusted to January 1 of each calendar year: Cara Stinson, James Asmus, Clinton Jimenez, Sheryl Allen, James Baron, Clark Hazle, Dirk Meulblok, Justin Jones, Matthew Hehemann. These nine (9) employees are currently placed at Operator II, which will be renamed Operator I upon relabeling of the Coach Operator pay steps described in Paragraph 1. In January 1 of all future calendar years, these nine (9) employees will receive pay step increases. Thus, following execution of this Agreement, these nine (9) employees will be relabeled to Operator I, without any increase or decrease in pay, and then be moved to Operator II on January 1, 2019. Other than pay step increases, these nine (9) Coach Operators shall retain their date of hire into the bargaining unit for all other purposes, including work bidding, vacation scheduling, etc.
3. The Agency will pay each of the nine (9) Coach Operators listed in Paragraph 2 a one-time payment of five-hundred dollars (\$500), payable the first pay period of January 2019. To qualify for this payment, each Coach Operator must be employed by the Agency and in the bargaining unit as of January 1, 2019. Payments will be subject to standard taxable withholdings and included in regular paychecks.
4. The Union agrees to waive and not pursue the pending pay step grievance, including a waiver of the right to submit the pay step grievance to arbitration. ATU retains the right to file a grievance or ULP should it be necessary to enforce the terms of the Agreement.
5. This Agreement shall be deemed executed and therefore legally binding upon signature of this Agreement by the Agency and ATU.

Signed this 26th day of July, 2018.


Intercity Transit



ANN FREEMAN-MANZANARES
General Manager

Signed this 26th day of July, 2018.

ATU Local 1765



ART DELANCY
ATU Local 1765 President

Settlement Agreement
Intercity Transit and ATU Local 1765