



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

| | | | |
|--------------------------------|------------------|---------------------|--------------------|
| Agenda Item No.: | 6 | Date: | 3 Jan 2011 |
| Proposed Ordinance No.: | 2010-0629 | Prepared by: | Nick Wagner |

A. SUMMARY

Proposed Ordinance 2010-0629 (pp. 11-12 of these materials) would approve a collective bargaining agreement (CBA) and two memoranda of agreement (MOAs) between King County and the Amalgamated Transit Union, Local 587 (ATU). The CBA (pp. 13-355 of these materials) and the MOAs (pp. 357-359 of these materials) cover approximately 3,800 employees in the Departments of Transportation and Executive Services.

1. Term of the CBA

The CBA covers the three-year period from November 2010 through October 2013. (CBA Article 28, p. 189 of these materials)

2. The Bargaining Unit

The approximately 3,800 employees who make up the bargaining unit work in 105 job classifications in support of Metro Transit's bus, streetcar, and light rail operations.¹ Their work groups include: Transit Operations; Rail; Vehicle Maintenance; Facilities Maintenance; and Sales and Customer Service, among others.² About 2,800 of the covered employees are transit operators.

B. BACKGROUND

The negotiation of the CBA and MOAs was conducted against the backdrop of the county's financial crisis, the Council-mandated Performance Audit of Transit, and the report and recommendations of the Regional Transit Task Force.

¹ The Transit Division of the King County Department of Transportation, which delivers transit services throughout King County, is also referred to as Metro Transit or simply Metro.

² The individual job classifications are listed at pp. 190-193 and 354 of these materials. Almost all the covered employees are in the Department of Transportation; fewer than 10 are in the Department of Executive Services.

1. Financial Crisis

King County has been experiencing a financial crisis that last year presented the county with a projected General Fund deficit of \$60 million in 2011 and an even larger deficit in the biennial transportation budget due to a recession-based decline in sales tax revenue. The county was faced with the prospect of having to eliminate hundreds of positions throughout county government, together with the services that they provide to King County residents.

Recognizing their common interest in preserving county services and jobs, the county negotiated with the unions that represent county employees and succeeded in reaching agreement with most of the unions to forgo employee cost-of-living adjustments (COLAs) for 2011. The agreements provide for COLAs in the years 2012 through 2014, calculated as a fraction of the inflation rate, but they reduce to zero the COLA floor that had been included in previous collective bargaining agreements (CBAs).³ The agreements also contain a provision that COLA negotiations will be reopened in the event of “significant shifts in economic and fiscal conditions . . . during the term of this agreement.”

The county asked ATU to join in a similar agreement.

2. Performance Audit of Transit and Regional Transit Task Force Report

In 2009 the Council asked the County Auditor to conduct a performance audit of Metro Transit in order to identify operational efficiencies, potential costs savings and revenue enhancements, and other ways to improve the county’s transit system. The Council also directed the formation of a Regional Transit Task Force (“RTTF”) to consider a policy framework for the potential future growth and, if necessary, contraction of the county’s transit system. Summaries of the reports and recommendations of both the Performance Audit and the RTTF are included at pages 373-376 of these materials.⁴ Metro has already implemented a number of the Audit recommendations that did not require modification of the CBA, as described in a summary included in the RTTF report (*see pp. 377-384 of these materials*).

³ The agreements also eliminated the six percent ceiling on COLAs that previous CBAs had included, but the county’s Office of Economic Analysis projects an inflation rate of less than 2.2 percent during the years covered by the agreements (2011-2014). The agreements were approved by the Council on 13 December 2010 (Ordinance 16998).

⁴ The Committee of the Whole was briefed on the Performance Audit recommendations on 8 November 2010; the Council’s Environment and Transportation Committee was briefed on the RTTF recommendations on 30 November 2010.

C. NEW CONTRACT PROVISIONS

The proposed CBA and MOAs contain the following new provisions, among many others:

1. Compensation

a. COLAs

Since November 1999 this bargaining unit’s CBA has included an annual COLA floor of three percent.⁵ In view of the financial crisis that the county is facing, however, ATU has agreed to a zero COLA for the first year covered by the proposed new CBA and reduced COLAs for the second and third years:

| | COLA Formula | Floor | Ceiling | Projected ⁶ COLA % | Projected Annual Cost |
|-------------|--|----------------|----------------|-------------------------------|-----------------------|
| 2011 | Zero until Nov. 1, then 90% of increase in CPI-W ⁷ | Not applicable | Not applicable | Zero | \$307,754 |
| 2012 | No additional increase until Nov. 1, then 95% of increase in CPI-W | 0% | None | 1.13% | \$3,185,006 |
| 2013 | No additional increase through the Oct. 31 contract end date | 0% | None | 1.88% | \$4,111,033 |

These are the same COLA percentages that the county has agreed to with almost all the other county bargaining units. The proposed ATU CBA, however, does not include

⁵ See CBAs approved by Ordinances 14297 (adopted 4 March 2002), 15036 (adopted 4 October 2004), and 16126 (adopted 2 June 2008).

⁶ See Fiscal Note, p. 365 of these materials. These COLA percentages are based on projections by the county’s Office of Economic and Financial Analysis (OEFA) having a 50 percent confidence level. To obtain a higher confidence level, according to OEFA, the COLA percentages would be as follows (i.e., OEFA has the indicated level of confidence that these COLA percentages will not be exceeded):

| | COLA Multipliers | COLA with 50% Confidence | COLA with 65% Confidence | COLA with 95% Confidence | COLA with 99% Confidence |
|-------------|------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 2012 | 90% | 1.13% | 1.15% | 1.27% | 1.47% |
| 2013 | 95% | 1.88% | 1.98% | 2.51% | 3.38% |

⁷ The COLA is to be based on “the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).” See CBA art. 14 § 2 (pp. 83-84 of these materials). This is the same CPI index used in the COLA agreements with other county unions.

the COLA reopener provision found in the COLA agreements with the county's other unions.⁸

The Executive estimates that these reductions from the historical three percent COLA floor will save about \$32.5 million over the three-year life of the CBA and about \$13 million in ongoing annual savings by the third and final year of the contract—net of the negotiated wage increases that are described below. The Executive suggests that by 2013 these annual COLA savings can preserve about 130,000 hours of service. This can be viewed in the context of the 600,000 service hours that Metro's current financial plan assumes must be cut by 2015 to achieve a balanced budget.

b. Wages

One of the two MOAs provides for wage rate increases of 0.7 percent on 1 January 2012 and 0.6 percent on 1 November 2012 (CBA Att. E, p. 359 of these materials). These are expected to result in cost increases of \$2,035,121 and \$1,324,905, respectively, during 2012 and 2013 (through October 31). Against those amounts, an estimated minimum of \$289,000 per contract year of the increase—possibly much more—is expected to be offset by efficiency improvements in operations and vehicle maintenance, as described in section B.2 below.⁹

| | Percentage Wage Rate Increase | Projected Annual Cost |
|-------------|---|------------------------------|
| 2011 | Zero | Zero |
| 2012 | 0.7% on 1 Jan 2012; 0.6% on 1 Nov 2012 | \$2,035,121 |
| 2013 | No additional increase through Oct. 31 | \$1,324,905 |

The CBA continues to provide for step increases, as do the zero-COLA agreements with other unions, but provides for no increase in wage-related items like shift differentials, lead pay, and tool allowances.

⁸ The reopener in the other agreements is triggered by “either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year.”

⁹ According to executive staff, the savings that are expected to result from changes in vehicle maintenance procedures cannot be estimated at this time. Savings in operations depend, in part, on employee behavior and therefore have been estimated conservatively.

2. Negotiated Efficiencies in Operations and Vehicle Maintenance

a. Agreed changes

The CBA includes several “changes that improve efficiency and will allow Metro to deliver transit services to the public in a more cost-effective manner” (Transmittal Letter, p. 367 of these materials):

- Changes in the process for assignment of operators to vehicle routes will allow (a) greater use of part-time operators at straight time, rather than use of full-time operators at overtime wage rates¹⁰ and (b) use of individual part-time operators for a longer period of time each day, rather than having to hire and provide benefits to a larger number of part-time operators and/or full-time operators;
- The union has agreed to collaborate with management in developing time standards for vehicle maintenance (although Metro has the contractual right to implement productivity standards, it is hoped that collaboration with the union will speed the implementation of standards and improve employees’ perceptions of the standards’ fairness and legitimacy); and
- The union has agreed that the county may purchase re-manufactured equipment and components, rather than purchasing new components or using county staff to repair components, when it is economical to do so.

These changes are partly in response to the Performance Audit of Transit. Metro was able to attain many of the audit report’s recommended scheduling efficiencies within the existing terms of the collective bargaining agreement.

b. Scheduling

In anticipation of Metro making changes that would reduce employee break time (as recommended in the Performance Audit), the union made bargaining proposals that would mitigate the perceived negative effects of the audit recommendations. The outcome of negotiations was that no changes were made in the CBA that would prevent the Performance Audit’s recommendations from being implemented; however, in response to the union’s ongoing concerns, the parties agreed to charter a Joint

¹⁰ Metro is also following the Performance Audit recommendation to increase the amount of overtime worked by full-time operators where it is cost-effective to do so; however, this did not require a change in the collective bargaining agreement.

Scheduling Committee for “discussing scheduling goals and making recommendations to help Metro improve route scheduling and planning.”

c. Use of sick leave and unpaid leave

The county made bargaining proposals to reduce improper use of sick leave and to control the use of unpaid leave, as recommended in the Performance Audit, but despite meaningful discussion of these issues there were no substantial contract changes in these areas. Metro does, however, have an Ability-to-Work Task Force, which has been working on legal issues surrounding the county’s ability to monitor and limit sick leave usage.

3. Improvements in personnel management provisions

Changes in articles 1 through 13 of the CBA (pp. 22-81 of these materials) address numerous issues of concern to both labor and management with regard to personnel management issues, including the grievance, seniority, and layoff and recall provisions of the contract. These changes are not expected to have a substantial fiscal impact.

4. Reopener to negotiate effects of changes related to ABT

Article 3, section 15, of the CBA (p. 31 of these materials) contains a reopener to negotiate the effects of the transition to the new Accountable Business Transformation (ABT) program, including the standardization of pay practices.

5. Conformance to recent changes in the law

The CBA definition of “eligible dependent” (p. 20 of these materials) has been changed in response to federal health reform law. This definition affects CBA article 12 (“Benefits”) (pp. 73-79 of these materials). Employees’ eligible dependents can be covered under the county’s health care plan, which is now defined by federal law to include children up to the age of 26.

Washington’s domestic violence leave act (RCW Chapter 49.76) allows employees to use their sick leave and other types of leave to deal with situations of domestic violence. References to this law were added to the contract. *See, e.g.*, CBA art. 11, § 1.A.7 (p. 68 of these materials).

6. Non-substantive changes: Language improvements to clarify and avoid potential disputes; incorporation of previous MOAs into the CBA

In general, the CBA contains a number of changes described by executive staff as language improvements that are designed to clarify the parties’ intent and avoid

potential disputes. The CBA also incorporates previous memoranda of agreement into the text of the CBA itself, which will make the terms of those MOAs more accessible.

7. Additional Labor-Management Committees

The new CBA creates or formalizes two new labor-management committees: a Joint Scheduling Committee, consisting of up to three members each from labor and management, to discuss scheduling goals and make recommendations to help Metro improve route scheduling and planning (CBA art. 1 § 10, pp. 24-25 of these materials); and a Vehicle Procurement Committee, consisting of one member each from labor and management, to provide input to Metro’s selection of new buses (CBA art. 1 § 11, p. 25 of these materials). As described in the Executive’s transmittal letter (pp. 367-368 of these materials), these committees “provide a formal and standing way for employees to communicate their ideas and expertise to Metro, improving the decisions that Metro makes in these areas.”

D. CONSISTENCY WITH LABOR POLICIES

The proposed CBA and MOAs appear to have achieved the goals stated in the County’s adopted labor policies, with the following exceptions:

1. COLA

The amounts of the COLAs provided for in the CBA are consistent with the County’s new labor policy on compensation (adopted in July of 2010), a copy of which is included at page 369 of these materials, but neither the CBA nor the MOAs include a provision “allowing bargaining to be reopened on total compensation and other contract terms when significant shifts in economic and fiscal conditions occur during the term of the proposed agreement, as defined by mutually-agreed upon objective measures” (as recommended in the labor policy).

2. Overtime

The county’s new labor policy on overtime (adopted in July of 2010) provides in part: “It shall be the policy of King County that overtime work shall be assigned *sparingly* to respond to *unforeseen* circumstances. Overtime should *not* be used as a means to accomplish *day to day* work.” (Emphasis added.) The full policy is included at p. 371 of these materials. The Council-mandated Performance Audit on Transit, however, recommended that Metro “investigate opportunities and incentives for more extensive use of overtime in lieu of full-time staff, when such use would be cost effective.” The proposed new CBA guarantees at least 10.5 percent overtime to full-time operators collectively, measured on an annual basis (CBA art. 15 § 10.K, p. 106 of these materials), though this figure is lower than the overtime paid in the previous five years. The Council may wish to consider refining its overtime policy to allow the use of

regular, planned overtime in limited situations if the business justification for it is sufficiently compelling.

E. FISCAL IMPACT

The fiscal impact of the proposed new CBA is summarized in the Fiscal Note (p. 365 of these materials). From a base cost of \$250,051,506 in 2010, the COLAs and wage rate increases will result in the following cost increases in calendar years 2011 through 2013:

| | Cost Increase ¹¹ | Projected Increase Over Previous Year |
|-------------|-----------------------------|---------------------------------------|
| 2011 | \$307,574 | 0.12% |
| 2012 | \$5,220,127 | 2.09% |
| 2013 | \$5,435,938 | 2.13% |

These amounts take into account some, but not all, of the savings that are expected to result from the efficiencies described earlier in this staff report, since many of those savings cannot be predicted with confidence.

The Executive’s transmittal letter describes the CBA as being within the county’s capacity to finance (p. 368 of these materials).

F. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

1. David Levin, Labor Negotiator, Office of Labor Relations, King County Executive Office
2. Paul J. Bachtel, President, Amalgamated Transit Union, Local 587

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¹¹ The listed cost increases include both the COLAs and the wage increases. The portions of the cost increases that are attributable to the wage increases are 0 percent in 2011, about 39 percent in 2012, and about 24 percent in 2013.

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 30, 2010

Ordinance

Proposed No. 2010-0629.1

Sponsors Hague

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and two memoranda of agreement
3 negotiated by and between King County and Amalgamated
4 Transit Union, Local 587 (Transit - Departments:
5 Transportation, Executive Services (Finance and Business
6 Operations Division)) representing employees in the
7 departments of transportation and executive services; and
8 establishing the effective date of said agreements.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and two memoranda of
11 agreement negotiated by and between King County and Amalgamated Transit Union,
12 Local 587 (Transit - Departments: Transportation, Executive Services (Finance and
13 Business Operations Division)) representing employees in the departments of
14 transportation and executive services and attached hereto are hereby approved and
15 adopted by this reference made a part hereof.

16 SECTION 2. Terms and conditions of said agreements shall be effective from
17 November 1, 2010, through and including October 31, 2013.
18

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between Amalgamated Transit Union, Local 587 and King County Metro Transit, B. Exhibit C - Facilities Worksite, C. Exhibit D - Terms and Conditions of Employment for Rail Employees, D. Memorandum of Agreement By and Between the King County Department of Transportation ("METRO") and the Amalgamated Transit Union, Local 587 ("UNION"), E. Memorandum of Agreement ("MOA") By and Between the King County Department of Transportation ("METRO") and the Amalgamated Transit Union, Local 587 ("UNION")

AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY METRO TRANSIT

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1 which is beyond the control of METRO, such as an act of nature.

2 The term “emergency”, as used in this AGREEMENT, shall mean a circumstance which is
3 beyond the control of METRO at the time action is required and which could not reasonably have
4 been foreseen on that occasion.

5 The term “eligible dependent”, as used in METRO’s medical, dental and vision plans, shall
6 mean an Employee’s spouse/domestic partner and unmarried dependent children of the Employee,
7 the Employee’s spouse or the Employee’s domestic partner. Such children shall be eligible up to age
8 26 under conditions specified in federal health care laws. Special provisions extend coverage
9 indefinitely for children with mental or physical disability.

10 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
11 married, single, separated, divorced or widowed as defined in Revised Code of Washington (RCW)
12 49.60.040.

13 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time which
14 starts with the first pay period which ends in January, and ends with the last pay period which ends in
15 December.

16 The term “day”, as used in this AGREEMENT, shall mean calendar day, unless otherwise
17 noted.

18 The term “legally protected class”, as used in this AGREEMENT, shall mean a group of
19 individuals who are protected from discrimination under federal, state or local laws.

20 The term “domestic partner” shall mean a person living with an Employee if s/he and the
21 Employee:

- 22 1. Share the same regular and permanent residence, and
- 23 2. Have a close personal relationship, and
- 24 3. Are jointly responsible for basic living expenses, and
- 25 4. Are not married to anyone, and
- 26 5. Are at least 18 years of age, and
- 27 6. Are not related by blood closer than would bar marriage in the State of
28 Washington, and

1 7. Are each other's sole domestic partner and are responsible for each other's
2 common welfare.

3 **CONVENTIONS**

4 The PARTIES agree that the term "Employee" (upper case E), whenever used, whether
5 singular or plural, means and applies to those employees of METRO included within the UNION,
6 and that this AGREEMENT covers only those Employees.

7 References to an Article shall mean the respective Article of this AGREEMENT, unless
8 otherwise specified.

9 References to a Section shall mean the respective Section of the Article of this AGREEMENT
10 in which the reference is contained, unless otherwise specified.

11 References to a Paragraph shall mean the respective Paragraph of the Section and Article of
12 this AGREEMENT in which the reference is contained, unless otherwise specified.

13 The abbreviation "RDO" stands for regular day off.

14 The term "RAIL" shall refer to the Rail Section of METRO as created to operate Light Rail
15 and Streetcar service.

16 The abbreviation "FTO" stands for Full-Time Bus Transit Operator.

17 The abbreviation "PTO" stands for Part-Time Bus Transit Operator.

1 **ARTICLE 1: UNION/MANAGEMENT RELATIONS**

2 ***SECTION 1 – SOLE BARGAINING AGENT***

3 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
4 working in the job classifications listed in Articles 15 through 26 and Exhibit A. Current or future
5 Employees assigned to perform work which historically or traditionally has been UNION work at
6 METRO or its successors, or which is agreed or legally determined to be UNION work, also shall be
7 covered by the terms of this AGREEMENT.

8 B. The PARTIES agree that no Employee shall be discriminated against because of
9 UNION membership or non-membership.

10 C. METRO will notify the UNION of any change in any existing UNION job
11 description prior to the implementation of the change.

12 ***SECTION 2 – UNION MEMBERSHIP***

13 A. Each Employee shall make application to become a member of the UNION within
14 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or
15 provided for, by law. However, if the Employee qualifies for a bona fide religious objection to union
16 membership as described in RCW 41.56.122, the above requirement shall be satisfied by the payment
17 of an amount equal to initiation fees and regular UNION dues to a non-religious charitable
18 organization in accordance with the procedures set forth in the Washington Administrative Code.

19 B. Failure by any Employee to satisfy the requirements of Paragraph A or to maintain
20 payment of dues, fees and/or assessments shall constitute cause for dismissal; however, METRO has
21 no duty to act until the UNION makes a written request for discharge and verifies that the Employee
22 received written notification of the delinquency, including the amount owing and method of
23 calculation, and notification that nonpayment within seven days will result in discharge by METRO.

24 C. Calculation of the 30-day period in Paragraph A shall not include periods of
25 temporary employment of less than 90 continuous days.

26 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to
27 the Committee on Political Education (COPE) and/or other fees uniformly required from the
28 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted

1 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
2 the Employee shall be on a form approved by the PARTIES and may be revoked by the Employee
3 upon request. The performance of this function is recognized as a service to the UNION by METRO.

4 **E.** The UNION agrees to indemnify and save METRO harmless from any and all
5 liabilities resulting from compliance with Paragraphs B and D.

6 ***SECTION 3 – LIST OF NEW OR TERMINATING EMPLOYEES***

7 Biweekly, METRO shall furnish the UNION with a list of new and/or terminating
8 Employees.

9 ***SECTION 4 – UNION INSIGNIA***

10 METRO Employees may wear, while on duty, the standard type of union insignia prescribed
11 by the ATU International. The wearing of such insignia by a UNION member shall not be cause for
12 discipline.

13 ***SECTION 5 – MANAGEMENT RIGHTS***

14 The management and direction of the workforce, including work assignments, the
15 determination of duties, the setting of performance standards and the development of work rules to
16 ensure the quality and efficiency of its operations and safety of Employees and the public, shall be
17 vested exclusively in METRO, except as limited by the express language of this AGREEMENT and
18 by any practice mutually established by the PARTIES.

19 ***SECTION 6 – UNION BULLETIN BOARDS***

20 METRO agrees to provide space at work locations, as determined by the PARTIES, for
21 UNION bulletin boards, which will not exceed 48 inches by 44 inches, unless otherwise agreed by
22 the PARTIES. All materials posted shall be signed by a full-time officer of the UNION or shall be
23 on UNION letterhead. Copies of any materials posted will be sent to the appropriate manager and to
24 Transit Human Resources. No material shall be posted on or in METRO property by, or on behalf of,
25 the UNION or its members, except as provided above. However, during terms of general UNION
26 election of officers, the PARTIES shall agree upon suitable space and conditions for the posting of
27 campaign literature. In addition, METRO will provide adequate space adjacent to each UNION
28 bulletin board for a clipboard.

1 **SECTION 7 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

2 A. The PARTIES agree to maintain a committee to be known as the “Labor-
3 Management Relations Committee (LMRC)”. This committee shall be scheduled to meet monthly
4 for the purpose of discussing, approving, and/or proposing resolutions to:

- 5 1. Issues or problems of METRO policy which affect the UNION and which
6 either party requests be placed on the agenda.
- 7 2. Issues or problems of contract administration, other than formal grievances
8 which are being processed, unless mutually agreed by both PARTIES.
- 9 3. Reports from section level labor-management committees.
- 10 4. Other matters of mutual concern.

11 B. Written notes may be taken by committee participants during meetings, but such
12 notes will not be used by either party in a grievance, arbitration or other controversy between the
13 PARTIES.

14 **SECTION 8 – JOINT SAFETY COMMITTEE**

15 The Joint Safety Committee shall meet once each quarter or when requested by either the
16 UNION or METRO. The committee shall consist of three members appointed by METRO and three
17 members appointed by the UNION. Duties of the committee shall be restricted to discussing safety
18 goals and making recommendations to help METRO improve safety standards for all METRO job
19 classifications.

20 **SECTION 9 – JOINT SECURITY STEERING COMMITTEE**

21 The PARTIES agree to jointly maintain a Labor-Management Security Steering Committee
22 which shall meet at least quarterly for the purpose of maintaining and supporting the work of the
23 Base Security Committees and to discuss security goals and potential actions to help METRO
24 improve security standards for all METRO job classifications.

25 **SECTION 10 – JOINT SCHEDULING COMMITTEE**

26 The Joint Scheduling Committee shall meet when requested by either the UNION or
27 METRO. The committee shall consist of up to three members appointed by METRO and up to three
28 members appointed by the UNION. Duties of the committee shall be restricted to discussing

1 scheduling goals and making recommendations to help METRO improve route scheduling and
2 planning.

3 **SECTION 11 – VEHICLE PROCUREMENT COMMITTEE**

4 The PARTIES shall mutually select one Operator and one Mechanic to serve on the Vehicle
5 Procurement Committee.

6 **SECTION 12 – COMMITTEE SELECTIONS**

7 METRO will solicit input from the UNION when selecting Employees to serve on standing
8 committees and boards, or task forces, unless otherwise specified in this AGREEMENT.

9 **SECTION 13 – PRINTING OF THE AGREEMENT**

10 Upon completion of contract negotiations and agreement on and ratification of a new
11 AGREEMENT, the PARTIES will equally share the costs of printing copies of the new
12 AGREEMENT. The UNION will arrange for the printing and will bill METRO for half the cost.

ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1 – MERIT SYSTEM

The PARTIES are committed to providing equal employment opportunity for all new applicants for employment, as well as for present Employees. METRO shall recruit, select and promote employees and/or individuals from the community workforce on the basis of their relative knowledge, skills and abilities and in accordance with METRO’s Affirmative Action Plan. Upon request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of interviews or role-plays for UNION positions.

SECTION 2 – NONDISCRIMINATION

Personnel policies concerning hiring and placement, conditions and privileges of employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits and other related programs are administered on the basis of merit and without regard to an Employee’s race, creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status, disability or liability for service in the Armed Forces of the United States. The PARTIES pledge to comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972, the State Law Against Discrimination, and any similar or related federal and state laws and regulations which prohibit discrimination based on an Employee’s race, creed, color, religion, national origin, political affiliation, age, sex, sexual orientation, marital status or disability, except as specifically exempted by a bona fide occupational qualification. Any employee of METRO who obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary action.

1 **ARTICLE 3: GENERAL CONDITIONS**

2 ***SECTION 1 – TECHNOLOGICAL CHANGE***

3 A. If METRO considers a technological change that has an impact on the wages,
4 hours or working conditions of any Employee, METRO agrees to notify the UNION at least 60 days
5 prior to implementation of such technological change and further agrees to negotiate with the
6 UNION any impact or effect upon any Employee.

7 B. If a technological change results in the creation of a new job classification which is
8 appropriately included in the UNION, METRO agrees to negotiate the wages, hours and working
9 conditions with the UNION.

10 C. If a technological change results in the displacement of an Employee, the transfer
11 and/or retraining of the displaced Employee will be negotiated with the UNION.

12 ***SECTION 2 – LOST AND FOUND ITEMS***

13 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
14 box provided by METRO or to the Lost and Found Office. No article may be kept by an Employee.

15 ***SECTION 3 – PAYROLL DEDUCTIONS***

16 No payroll deduction shall be made, except those required by law or authorized by the
17 Employee. An Employee may directly deposit his/her entire paycheck to any financial institution
18 affiliated with the Northwest Clearing House Association.

19 ***SECTION 4 – RESTROOMS AND FIRST AID FACILITIES***

20 A. METRO will arrange for adequate restrooms to be used by Employees on all
21 routes and shall take all reasonable steps to ensure each restroom's sanitary condition. Any other
22 restroom on an Employee's route may be used in an emergency situation. METRO shall arrange for
23 and designate restroom facilities as near as possible to each terminal of each route. METRO will
24 identify potential restrooms for new routes and meet with the UNION to review the routes prior to
25 forwarding them for King County Council approval.

26 B. METRO will provide adequate sanitary and toilet facilities, a first aid area and
27 required equipment at all permanent work sites.

28 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

1 A. No Employee shall be compelled to contribute to any charitable, civic or other
2 public fund or collection. Such contributions shall be on a voluntary basis.

3 B. Solicitations for funds or the distribution of commercial materials shall not be
4 conducted on METRO property without its written consent. Solicitations and distributions pursuant
5 to RCW 41.56 (the Washington State Public Employees' Collective Bargaining Act) shall not be
6 restricted beyond that which is allowed by law.

7 C. METRO will not solicit complaints or comments from Employees concerning their
8 wages, hours or material working conditions without the approval of the UNION.

9 **SECTION 6 – DEFECTIVE EQUIPMENT**

10 A. METRO will pay all fines for speeding and/or defective equipment issued against
11 an Employee driving a METRO vehicle with defective or missing equipment.

12 B. If an Employee receives a fine for speeding and/or defective equipment as
13 described above, METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for
14 litigating the fine. No Employee is eligible for more than \$1,000 of reimbursement during the life of
15 this AGREEMENT. This shall not apply where an Employee was aware of or should have been
16 aware of and failed to report the defective equipment and/or missing equipment for which the fine
17 was issued.

18 **SECTION 7 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES**

19 No Employee shall be required to take a lie detector test or be subject to unlawful
20 surveillance. Random or indiscriminate surveillance will not be made by means of recording
21 equipment and/or telephones without advance consent from the President/Business Representative of
22 the UNION, unless such surveillance is for the security of the public and/or Employees or for the
23 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
24 disciplined for work conduct observed on a security surveillance system, except for conduct
25 constituting a major infraction as listed in Article 4, Section 3.

26 **SECTION 8 – SERVICE LETTER**

27 Upon request, an Employee or former Employee will be provided a letter showing his/her
28 term of service and the position(s) in which s/he was employed.

1 **SECTION 9 – METHOD OF NOTIFICATION**

2 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
3 with an Employee, s/he shall notify the Employee in writing, of the purpose and time limitation for
4 having the meeting. METRO will take the Employee’s work schedule into account when making the
5 request. Any Employee required to meet with his/her immediate supervisor shall be paid for all time
6 spent with the immediate supervisor.

7 **SECTION 10 – SUBCONTRACTING**

8 **A.** METRO shall not contract out work historically performed by Employees if the
9 contracting of such work eliminates or reduces the normal workload of the UNION.

10 **B.** If, in order to secure funding for a specific project, METRO is required to contract
11 all or part of the work to be performed due to the limitations imposed by the funding agreement, such
12 contracting shall not be considered a violation of this AGREEMENT.

13 **C.** In the case of a circumstance, which is beyond the control of METRO at the time
14 action is required and which could not reasonably have been foreseen, and for which METRO could
15 not reasonably be able to provide the necessary tools, personnel or equipment to perform the work in
16 a timely manner, METRO shall be allowed to enter into temporary sub-contracting arrangements for
17 such circumstance only. Prior to entering into any such sub-contracting arrangements, METRO will
18 meet with the UNION to explore all cost effective alternatives which would allow the work to be
19 performed by current Employees.

20 **D.** METRO may subcontract dial-a-ride service to a maximum of 3% of total service
21 hours.

22 **E.** METRO may continue to provide historical and traditional paratransit service,
23 formerly known as Special Transportation Services Program, to elderly and/or disabled persons
24 through subcontracting to meet the requirements of the Americans with Disability Act of 1991.

25 **SECTION 11 – VENDING MACHINE PROCEEDS**

26 **A.** METRO agrees to lease space for vending machines in Transit facilities to an
27 organization which will in turn contract with the UNION for payment of the historical and traditional
28 25% of the net proceeds it receives from these vending machines directly to the UNION. The

1 UNION will then forward those monies to the Puget Sound Labor Agency or the Local 587 Retirees
2 Chapter for social, recreational and charitable purposes.

3 **B.** METRO will not terminate its contract with MERAA and/or its successors as long
4 as that organization agrees to provide the aforesaid 25% of the net proceeds.

5 **SECTION 12 – PROBATIONARY PERIOD**

6 Each full-time Employee, except as modified by Article 26, Section 2, shall have a six-month
7 probationary period commencing with his/her date of employment and/or date of qualification, where
8 required.

9 **A.** A PTO, an Assigned CIS or an Assigned PSR who completed probation and who
10 becomes an FTO, a CIS or a PSR, respectively, will not serve a second probationary period.

11 **B.** A PTO who has not completed probation and who becomes an FTO will complete
12 an FTO probation, receiving one day of credit towards his/her FTO probation for every two days of
13 PTO service.

14 **C.** Upon qualification, each Assigned CIS and Assigned PSR shall have a
15 probationary period of one calendar year or 1,044 work hours, whichever comes first.

16 **D.** Upon qualification, each PTO shall have a probationary period of one calendar
17 year, except as provided in Article 16, Section 2, Paragraph E.

18 **E.** Upon satisfactory completion of this evaluation period, the Employee will enjoy
19 all rights of regular Employee status.

20 **SECTION 13 – DETAILS AND TEMPORARY ASSIGNMENTS**

21 Where a vacancy occurs in any position in the UNION which is to be filled by detail or
22 temporary appointment, Employees of METRO who are capable and desirous of doing the work shall
23 be given first consideration before any outside help is employed. Such vacancy shall be posted and
24 filled in accordance with METRO’s Merit System. Among Employees seeking any such position,
25 seniority shall be considered in filling the position.

26 **SECTION 14 – VACATION, SICK LEAVE AND AC TIME DONATION**

27 **A.** Each calendar year, an Employee may donate up to 50% of his/her available
28 vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed

1 by King County.

2 **B.** Each calendar year, an Employee who has more than 100 hours of sick leave may
3 donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.

4 **C.** Donated vacation, sick leave and AC time become the property of the recipient.
5 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
6 sick leave, and AC time may be donated only to an individual employed by King County who has
7 exhausted or will have exhausted, within five calendar days following receipt of the donation request
8 in the Payroll Section, his/her sick leave, vacation leave and AC time.

9 **D.** A UNION Employee who donates leave to another UNION Employee does so on
10 an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave,
11 regardless of the pay rates of the donor or the recipient.

12 **E.** If a UNION Employee donates leave to a King County employee who is not
13 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
14 to the recipient of the leave. If a King County employee who is not represented by the UNION
15 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
16 administered by the terms of Paragraph D.

17 ***SECTION 15 – PAYROLL REOPENER***

18 METRO has instituted the Accountable Business Transformations (ABT) Program to
19 streamline and standardize business processes and enable King County to access timely, accurate and
20 useful information. In this regard, the PARTIES agree that METRO has the right to implement a
21 common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act
22 workweeks. The PARTIES agree that provisions of this AGREEMENT relating to those issues only
23 may be re-opened at any time during the life of this AGREEMENT by METRO only for the purpose
24 of negotiating these standardized pay practices, to the extent required by law. Provisions of this
25 AGREEMENT otherwise relating to wages and benefits shall not be subject to this provision.

1 **ARTICLE 4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

3 A. METRO shall have exclusive authority to suspend any Employee without pay for a
4 period not to exceed 30 days for a single offense in accordance with this AGREEMENT; provided,
5 however, that if such suspension is unjustifiable, the Employee shall be paid for the time lost; and
6 further provided that, no Employee shall be relieved of duty or suspended for minor infractions of
7 rules, where no damage or injury results, without first conducting an investigation.

8 B. An Employee called as a witness by METRO, during an investigation or hearing,
9 shall receive regular compensation as set forth in Article 10, Section 11.

10 C. *The Book*, the official handbook for Transit Operators, as agreed by the UNION,
11 will specify the rules and regulations, provided such rules and regulations are not in conflict with the
12 provisions of this AGREEMENT or with applicable laws. If it is necessary to revise or change *The*
13 *Book*, revisions or changes will be discussed with the UNION before implementation. *The Book* will
14 be available at all bases.

15 ***SECTION 2 – TYPES OF DISCIPLINE***

16 A. Types of discipline shall include oral reminders, written reminders, disciplinary
17 probation, decision making leave, suspension and discharge.

18 B. Oral or written reminders will be given to the Employee by his/her immediate
19 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will
20 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder
21 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge
22 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in
23 writing, with a copy filed in the Employee's service record within a reasonable time after the
24 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

25 C. Explanation of the suspension of any Employee by METRO shall be given to the
26 Employee in writing. The UNION will be notified in writing of the suspension within a reasonable
27 time after the action has been taken. The Employee shall sign the notice of suspension to
28 acknowledge receipt of same.

1 D. Whenever METRO discharges an Employee, explanation of the discharge will be
2 given to the Employee in writing. The UNION will be notified in writing of the discharge within a
3 reasonable time after the action has been taken. The Employee shall sign the notice of discharge to
4 acknowledge receipt of same.

5 **SECTION 3 – TYPES OF MAJOR AND SERIOUS INFRACTIONS**

6 A. “Major infractions” include:

- 7 • Gross misconduct
- 8 • Insubordination
- 9 • Gross negligence
- 10 • Theft of METRO funds or property or job related theft
- 11 • Misappropriation - the personal use of METRO funds or property
- 12 • The use of intoxicants or the odor of intoxicants
- 13 • The use or odor of narcotics or abuse of controlled substances
- 14 • Preventable accidents in accordance with the accident point system
- 15 • Late reports, absences, and unexcused absences, in accordance with
- 16 Section 6
- 17 • Late occurrences and unexcused absences, in accordance with Article 17,
- 18 Section 11, and Article 18, Section 13
- 19 • Falsification of sick reports
- 20 • Falsification of applications or any other official METRO documents
- 21 • Willful failure to turn in lost articles
- 22 • Willful destruction or damage to METRO property/possessions
- 23 • Serious or repeated harassment based on a legally protected class (see
- 24 DEFINITIONS)
- 25 • Committing a felony while on duty or conviction of a job-related felony
- 26 • Serious or repeated discrimination, as prohibited under Article 2.

27 B. Major infractions will result in discharge unless METRO determines that there are
28 circumstances which cause a suspension to be appropriate.

1 C. "Serious Infractions" – METRO may also determine that an infraction is
2 misconduct, negligence, or a serious performance problem, which warrants discipline under the just
3 cause standard. A suspension under this Section may be issued up to, but not to exceed, five days.

4 D. Infractions, other than those listed above, shall be considered "minor infractions".

5 **SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS**

6 A. The following are examples of specific categories of minor infractions: passenger
7 relations, off-route operation, off-schedule operation, failure to stop for passengers or failure to
8 unload passengers, traffic code violations, failure to report any traffic violation conviction other than
9 parking, out of uniform violations, smoking in a METRO facility or vehicle, willful failure to follow
10 other procedures or directives, not properly accounting for passenger fares, safety related infractions,
11 fuel nozzle breakage and willful failure to report defective equipment.

12 B. Disciplinary actions issued within a twelve-month period within a category of
13 minor infraction shall be administered in the following manner:

- 14 1. First minor infraction – Oral Reminder.
- 15 2. Second minor infraction – Written Reminder.
- 16 3. Third minor infraction – Appropriate discipline for the severity of the
17 infraction, which could include retraining or suspension.
- 18 4. Fourth minor infraction – Decision-making leave.
- 19 5. Fifth minor infraction – Discharge.

20 **SECTION 5 – REMOVING INFRACTIONS**

21 A minor infraction which is one year old shall be crossed off the Employee's record. Future
22 disciplinary action will be based on the number of infractions that remain. For example, if an
23 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on
24 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
25 days, the total time on leave will be added to the one-year period that must elapse before a minor
26 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
27 maintained.

28 **SECTION 6 – MISSES**

1 A. The PARTIES recognize that METRO provides an essential public service and
2 that Employees have the responsibility and the obligation to report for all assignments unless
3 previously excused.

4 B. If an Employee is late, the Employee is encouraged to report for possible
5 assignments if work is available under other conditions, as noted in this AGREEMENT.

6 C. An Employee requesting work on his/her RDO, who fails to report for work or
7 who reports for work late, will be subject to the policies defined in this AGREEMENT.

8 D. Except in Vehicle Maintenance and Facilities Maintenance, misses include late
9 reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences
10 recorded in a 60 calendar- day period shall be subject to the following controls:

- 11 • First – Informational Notice.
- 12 • Second – Oral Reminder.
- 13 • Third – Written Reminder.
- 14 • Fourth – Discharge, unless METRO determines that there are circumstances
15 which cause a suspension to be appropriate.

16 E. All misses in a twelve-month period will be subject to the following:

- 17 • First through fourth – Informational Notice.
- 18 • Fifth – Oral Reminder.
- 19 • Sixth – Written Reminder.
- 20 • Seventh – Two-day suspension.

21 F. Any Employee who has acquired seven misses in a twelve-month period will be
22 placed on attendance probation.

23 1. The attendance probation will begin upon the completion of the suspension
24 imposed as a result of the seven misses.

25 2. The Employee will be offered a program of assistance from both the
26 PARTIES in developing a plan to improve attendance.

27 3. During the attendance probation, the language of Paragraph H will not
28 apply.

1 4. For each miss that occurs during the attendance probation, the Employee
2 will be informed in writing of his/her status.

3 5. The Employee will be allowed no more than three misses in each of the two
4 following twelve-month periods (e.g., an Employee who was informed on 7/27/10 that s/he had a
5 seventh miss, with a two day suspension on 7/28-29/10, would be on probation with no more than
6 three misses allowed 7/30/10-7/29/11 and no more than three misses allowed 7/30/11-7/29/12). An
7 Employee who successfully completes the two twelve-month periods will no longer be on attendance
8 probation.

9 6. An Employee who has a fourth miss during either twelve-month attendance
10 probation period will be subject to discharge.

11 7. The attendance probation periods will be extended by any unpaid leave or
12 industrial injury in excess of ten consecutive days.

13 **G.** Four consecutive workdays of absence without leave will be considered a
14 resignation.

15 **H.** A continuous record of 60 days without a miss will cancel the first late report or
16 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will
17 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the
18 Employee have a miss, another 60-day period must be completed before more cancellations will be
19 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid
20 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days
21 without a miss.

22 **SECTION 7 – MISSES – TRANSIT OPERATORS**

23 **A.** Misses for Transit Operators include:

24 1. Unexcused Absence – Failure to report within one hour after designated
25 report time or an FTO's failure to accept late report, or calling in sick less than 30 minutes before an
26 Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay for
27 the day.

28 2. Late Report – An FTO reporting to work late from one minute up to one

1 hour after designated report time.

2 3. Absence – An unexcused absence, which has been changed to an absence,
3 or a PTO calling the base up to 30 minutes after his/her report time or reporting in person up to one
4 hour after his/her report time.

5 B. A miss, which the immediate supervisor determines was an incident of tardiness
6 beyond the control of the Employee, will be changed to an excused absence and shall not be used for
7 disciplinary purposes.

8 C. The failure to sign in, when unaccompanied by tardiness, shall be treated as a
9 minor infraction, as defined in Section 4.

10 D. The procedure for late reports and absences for Transit Operators shall be as
11 follows:

12 1. If the assigned Operator signs in within one minute after the report time
13 s/he will be allowed to work his/her assignment and shall not receive a late report. The clock in the
14 reporting area will be used to determine time. If there is a dispute as to the accuracy of the clock in
15 the reporting area, the Communications Coordinator’s clock will be determinat.

16 2. Each FTO on late report will be assigned to the bottom of the report list in
17 order of arrival. One hour of pay will be guaranteed to FTOs who are assigned to late report. If an
18 assignment can be made, normal procedures shall prevail.

19 3. At the end of one hour, an FTO on late report will report to the Base
20 Dispatcher/Planner who will determine whether such FTO will be dismissed or continue on report. If
21 such FTO is continued on report, the one hour guaranteed pay will be included in the two and one-
22 half hour report guarantee.

23 4. If an FTO on late report fails to report to the Base Dispatcher/Planner after
24 one hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is given
25 after the hour, the FTO will be paid from the beginning of the late report up to the beginning of the
26 assignment. If an FTO on late report fails to report to the Base Dispatcher/Planner after one hour and
27 is notified of such by the Base Dispatcher/Planner when being given the assignment, the FTO will be
28 paid for one hour of late report and for the assignment, if it is worked. If an FTO on late report fails

1 to report to the Base Dispatcher/Planner after one hour and is notified of such by the Base
2 Dispatcher/Planner and is not used for an assignment, the FTO will receive pay only for one hour of
3 late report.

4 5. If, after one hour, no work is available, the FTO will be released, or placed
5 at the bottom of the report list for work later in the day at a minimum pay of two and one-half hours.

6 6. A PTO who has an absence will lose his/her assignment and pay for that
7 day, except that a PTO who has an absence on his/her first piece of work may be assigned to work
8 his/her second piece of work.

9 E. The procedures for changing misses to absences or excused absences for Transit
10 Operators shall be as follows:

11 1. An FTO may provide a written request to the immediate supervisor the
12 same day as his/her unexcused absence. If such request is granted, the FTO either will be placed at
13 the bottom of the report list for work later in the day at minimum pay of two and one-half hours or
14 will be released for the day.

15 2. A request for a miss to be changed to an absence or excused absence must
16 be presented, in writing, to the immediate supervisor, within five workdays of the occurrence. The
17 immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
18 absence.

19 F. The procedures for Transit Operators going on or coming off the sick list shall be
20 as follows:

21 1. An Employee, who calls in sick less than 30 minutes before his/her report
22 time, will be put on the sick list and will be given an unexcused absence.

23 2. An Employee, who has called in sick and has been given an unexcused
24 absence, may make a written request to his/her immediate supervisor, within five workdays of the
25 Employee's return to work, to change the unexcused absence to an absence or an excused absence.

26 The immediate supervisor shall determine whether the circumstances warrant a change from an
27 unexcused absence. However, the unexcused absence will be excused in all cases where the
28 Employee received medical treatment and was unable to report the absence as required.

1 3. An Operator coming off the sick list must notify the base by 10:00 a.m. in
2 order to be scheduled for work the next day. One continuous incident of sick leave will be charged to
3 an Operator who anticipates returning to work and comes off the sick list prior to 10:00 a.m., but
4 whose licensed practitioner will not release the Operator for duty the following day.

5 **SECTION 8 – MISSES – EMPLOYEES OTHER THAN TRANSIT OPERATORS,**
6 **VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES**

7 **A.** The following are definitions of misses for all Employees, other than Transit
8 Operators, Vehicle Maintenance and Facilities Maintenance Employees:

9 1. Late Report – Reporting to work late from one minute up to one hour after
10 designated report time.

11 2. Unexcused Absence – Failure to report for work within one hour of
12 designated report time.

13 3. Absence – Any unexcused absence that has been changed to an absence by
14 the immediate supervisor/designee.

15 **B.** The immediate supervisor can assign an Employee work, paying only for time
16 worked, in six-minute increments.

17 **C.** Requests by an Employee for a miss to be changed to an absence or an excused
18 absence must be presented, in writing, to the immediate supervisor within five workdays of the
19 occurrence.

20 **D.** The procedures for Employees reporting back to work after time on the sick list
21 shall be determined by the appropriate work unit.

22 1. An Employee, who calls in sick less than 30 minutes before his/her report
23 time, will be put on the sick list and will be given an unexcused absence.

24 2. An Employee who has called in sick and has been given an unexcused
25 absence, may make a written request to his/her immediate supervisor, within five workdays of the
26 Employee’s return to work, to change the unexcused absence to an absence or an excused absence.

27 The immediate supervisor shall determine whether the circumstances warrant a change from an
28 unexcused absence. However, the unexcused absence will be excused in all cases where the

1 Employee received medical treatment and was unable to report the absence as required.

2 **SECTION 9 – PROBATIONARY EMPLOYEES**

3 The discipline of probationary Employees is the sole responsibility of METRO. Any
4 Employee who is not satisfactory, in the judgment of METRO, will be discharged. Discharges
5 during the probationary period are not subject to the grievance and/or arbitration procedures in this
6 AGREEMENT; however, the Employee will, upon request, have the right to a termination review.
7 The termination review must be requested within 15 days of the notification of discharge. METRO
8 will schedule the termination review and respond to the UNION, in writing, within a reasonable time.

9 **SECTION 10 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE**

10 If an Employee claims to have been unjustly suspended or discharged during the term of this
11 AGREEMENT, the Employee will follow the grievance procedures outlined in this AGREEMENT.

12 **SECTION 11 – WRONGFULLY SUSPENDED OR DISCHARGED**

13 **A.** If, after review of a suspension or discharge, it is mutually agreed that an
14 Employee who was suspended or discharged was completely blameless of charges regarding the
15 offense, s/he shall be reinstated to his/her former position without loss of seniority and will be paid
16 wages lost as though s/he had not been suspended or discharged. No entry shall be made on the
17 Employee's record of such suspension or discharge.

18 **B.** If, however, after such a review, it is found that the Employee in question was not
19 completely blameless, then the PARTIES may mutually agree upon a reduction of the penalty and
20 upon what, if any, portion of the wages s/he would have earned should be restored to him/her.

ARTICLE 5: GRIEVANCE AND ARBITRATION**SECTION 1 – GRIEVANCE PROCEDURE**

A. Employee grievances concerning the interpretation and application of this AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except as outlined in Paragraph D. A “grievance”, as used in this AGREEMENT, shall mean a claim by an Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning the proper application or interpretation of this AGREEMENT.

B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following business day. Time limits defined in this Section may be extended by a written agreement between the PARTIES. However, should either party breach the time limitation, that party shall forfeit all rights and claims to the grievance; and the grievance shall be considered resolved in the other party’s favor; it being understood that such forfeiture does not decide the merits or establish a precedent. This forfeiture provision does not apply to discharge cases. If METRO fails to meet the response deadline, the UNION has the right to move the grievance to the next step. If the UNION fails to move the grievance to the next step by the deadline or notify METRO of its intent to not pursue the grievance, METRO will send a written notice requiring the UNION to respond or withdraw within 30 days of the notice.

C. If a grievance arises, it shall be put in writing, specifying the act or event being grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been violated and the remedy sought. It will be handled in the following manner, except that grievances pertaining to the discharge of an Employee shall be processed in accordance with Paragraph D. Grievances filed on behalf of Employees in the Finance and Business Operations Division of the Department of Executive Services shall be filed with the person noted in [brackets] below.

Step 1: Within 15 days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter, the immediate supervisor/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of

1 the grievance, to discuss the grievance. The meeting may be held at a later date by mutual agreement
2 of the PARTIES. METRO shall, within 10 days after the meeting, notify the UNION of its decision
3 by fax and/or written copy. If the UNION Business Representative/designee determines that the
4 grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral
5 must be in writing.

6 **Step 2:** The grievance shall be presented to the manager/designee. Thereafter,
7 the manager/designee shall meet with the Employee and the UNION Business
8 Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2
9 referral, unless a later date is mutually agreed by the PARTIES. If a grievance involves discipline,
10 the person who issued the discipline will not conduct the meeting. METRO shall, within 10 days
11 following the meeting, notify the UNION in writing of its decision. The UNION Business
12 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.
13 Such referral must be in writing.

14 **Step 3:** The grievance shall be presented to Transit Human Resources
15 [Director of King County Labor Relations/designee]. Thereafter, the Employee and UNION
16 Business Representative/designee will meet with a committee consisting of a Transit Human
17 Resources designee [Director of King County Labor Relations/designee], manager/designee and
18 other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall
19 be held within 30 days after receipt of the Step 3 referral, unless a later date is mutually agreed by the
20 PARTIES. METRO shall, within 10 days from the meeting, notify the UNION in writing of its
21 decision. If no agreement can be reached at Step 3, the UNION Business Representative/designee
22 may appeal to arbitration by notifying Transit Human Resources [Director of King County Labor
23 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax,
24 within 60 days after the UNION receives the Step 3 decision.

25 **D.** If a grievance arises that involves an Employee's discharge, it shall be handled in
26 the following manner:

27 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
28 Employee shall present the written grievance to his/her immediate supervisor/designee. Prior to a

1 Step 1 hearing, the discharged Employee may choose to appeal his/her discharge to the King County
2 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION
3 procedure. If the Employee chooses to be represented by the UNION, s/he waives any right to appeal
4 to the King County Personnel Board. The immediate supervisor/designee shall meet with the
5 Employee and, unless UNION representation is waived in writing by the Employee, the UNION
6 Business Representative/designee within 15 days after receipt of the grievance to discuss the
7 grievance. The meeting may be held at a later date by mutual agreement of the PARTIES. METRO
8 shall, within 10 days after the meeting, notify the UNION of its decision by fax and/or written copy.
9 If the UNION Business Representative/designee determines that the grievance has merit, it may be
10 referred to Step 2 within 15 days of such notification. Such referral must be in writing.

11 **Step 2:** The grievance shall be presented to Transit Human Resources
12 [Director of King County Labor Relations/designee]. Thereafter, the Employee and UNION
13 Business Representative/designee will meet with a committee consisting of a Transit Human
14 Resources designee [Director of King County Labor Relations/designee], manager/designee and
15 other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall
16 be held within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the
17 PARTIES. A written decision shall be sent to the UNION within 10 days after the meeting. If no
18 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to
19 arbitration by notifying Transit Human Resources [Director of King County Labor
20 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax
21 within 60 days after the UNION receives the Step 2 decision.

22 **E.** Time spent by Employees adjusting grievances and/or pursuing arbitration is not
23 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
24 the Employee's normal working hours, the Employee will not suffer a loss in compensation. Except
25 in the Vehicle Maintenance and Facilities Maintenance Sections, grievances shall be heard during
26 management's normal working hours unless stipulated otherwise by both parties.

27 **F.** In the Facilities and Vehicle Maintenance Sections:

28 **1.** All first step grievance hearings will be held at the base where the grievant

1 is currently assigned, during the grievant's regularly-scheduled work hours or within one-half hour of
2 the grievant's normal shift start or quit time, at the grievant's option.

3 2. All second and third step grievance hearings will be held at the UNION
4 office, a mutually agreed location or METRO's main administrative office building.

5 **SECTION 2 – ARBITRATION PROCEDURE**

6 A. If any grievance, including discharge, cannot be amicably resolved in accordance
7 with the provisions of the grievance procedure defined in Section 1, it may be submitted to the
8 Arbitration Board. The Arbitration Board shall consist of one member appointed by the UNION
9 Business Representative, one member appointed by METRO's Transit Human Resources and an
10 impartial arbitrator selected using the following procedure:

11 1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators
12 as soon as possible after the execution of this AGREEMENT.

13 2. The names on such list of arbitrators shall rotate and the next three
14 arbitrators starting from the top of the list shall be polled by the UNION to determine their two next
15 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.
16 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.
17 The UNION will contact the arbitrator to confirm his/her availability and will schedule the
18 arbitration. The selected arbitrator will then be placed at the bottom of the list.

19 3. The selected impartial arbitrator may hear more than one case, if mutually
20 agreed by both PARTIES, provided said arbitrator hears and decides each case independently before
21 proceeding to the next case.

22 4. If the PARTIES determine that an arbitrator is unacceptable and should be
23 removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled
24 for more arbitrations.

25 5. When the rotating list of arbitrators is reduced below eight names, the
26 PARTIES must mutually select, within 10 calendar days after receipt of the Federal Mediation and
27 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before
28 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed

1 at the bottom of the list.

2 **B.** The submission of a grievance to the Arbitration Board shall be based on the
3 original written grievance.

4 **C.** No more than one grievance shall be submitted before the same arbitrator at one
5 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

6 **D.** The Arbitration Board shall settle or decide a grievance submitted for arbitration
7 within 30 days after the date of the submission of post-hearing briefs, or after the date of the
8 arbitration hearing if no briefs are submitted.

9 **E.** The power and authority of the Arbitration Board shall be to hear and decide each
10 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
11 this AGREEMENT.

12 **1.** The Arbitration Board shall not have the authority to add to, subtract from,
13 or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the
14 UNION. The Arbitration Board's decision, including upholding, modifying or setting aside any
15 disciplinary action or the award of lost wages and benefits, shall be in accordance with federal and
16 state laws, and shall be final and binding on all parties.

17 **2.** The decision of the Arbitration Board shall be based solely on the evidence
18 and arguments presented by the PARTIES in the presence of each other.

19 **F.** The PARTIES agree that the power and jurisdiction of any arbitrator who is
20 chosen shall be limited to deciding whether there has been a violation of a provision of this
21 AGREEMENT.

22 **G.** If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
23 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be
24 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,
25 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

26 **H.** The PARTIES agree to attend a pre-arbitration conference not later than 30 days
27 after the arbitration is requested. The purpose of such conference shall be to discuss and narrow
28 issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

1 I. The arbitration hearing shall be conducted under the rules and regulations set forth
2 by the American Arbitration Association.

3 **SECTION 3 – MEDICAL ARBITRATION**

4 A grievance from an Employee who is removed from service or refused permission to return
5 to work from sick leave or a leave of absence due to a physical or mental disability, will be handled
6 pursuant to the procedures in Section 1, Paragraph D, with the following special provisions:

7 The Medical Arbitration Board (MAB) will determine whether the Employee can perform his/her
8 duties, as delineated in the job description/job analysis and other relevant evidence, with or without
9 reasonable accommodation. The arbitrator shall hear all relevant evidence, which may include the
10 testimony of medical professionals. The decision of the MAB shall be final and binding on the
11 PARTIES. Should the MAB rule in favor of the Employee, the Employee shall be returned to work
12 without loss of seniority. The MAB shall determine the date upon which the Employee, in the
13 MAB’s opinion, was able to perform the duties of his/her position. The Employee shall receive all
14 back pay and benefits from that date. Should the MAB rule in favor of METRO, the Employee
15 (excluding entry-level probationary Employees) will be given priority consideration for obtaining
16 another King County job for which the Employee meets minimum requirements and in which s/he
17 can be placed in accordance with King County’s Reassignment Program. The power and the
18 authority of the MAB shall be limited strictly to determining whether the Employee can perform
19 his/her duties, with or without reasonable accommodation. The MAB shall not have the authority to
20 add to, subtract from or modify METRO’s job descriptions/job analysis or to determine whether an
21 accommodation is reasonable or should be granted. Employees and METRO must reasonably
22 cooperate in any interactive process.

23 **SECTION 4 – EXPEDITED ARBITRATION**

24 A. As an alternative to the arbitration procedure outlined in Section 2, the PARTIES
25 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
26 party may request an expedited arbitration process. At the time of the request, the party requesting an
27 expedited arbitration shall outline the process desired. The requested expedited arbitration process
28 may include, but is not limited to, some or all of the following characteristics as agreed by both

1 PARTIES:

- 2 1. The PARTIES will not be represented at the hearing by attorneys;
- 3 2. The hearing will be informal and conducted under the rules and regulations
- 4 set forth by the American Arbitration Association;
- 5 3. No briefs will be filed;
- 6 4. The hearing will be completed in one day with neither side being allowed
- 7 more than a half a day for their presentation;
- 8 5. The arbitrator will issue a decision within two business days of the hearing
- 9 with a written opinion within 30 days;
- 10 6. The arbitrator shall be mutually selected by the PARTIES.

11 B. If the PARTIES agree on an expedited arbitration process:

- 12 1. The power and authority of the arbitrator shall be to hear and decide each
- 13 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
- 14 the AGREEMENT;
- 15 2. The arbitrator shall not have the authority to add to, subtract from or modify
- 16 this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The
- 17 arbitrator's decision, including upholding, modifying or setting aside any disciplinary action and/or
- 18 the award of lost wages and benefits, shall be in accordance with federal and state laws, and shall be
- 19 final and binding on all parties.
- 20 3. The decision of the arbitrator shall be based solely on the evidence and
- 21 arguments presented by the PARTIES at the hearing.
- 22 4. The expense of the impartial arbitrator shall be borne equally by both
- 23 PARTIES.
- 24 5. The PARTIES agree that the power and jurisdiction of the arbitrator shall
- 25 be limited to deciding whether there has been a violation of a provision of this AGREEMENT.
- 26 6. Each party shall be responsible for the cost of its own attorney fees.

27 C. If the PARTIES are unable to agree within 14 calendar days of notification on an

28 expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

1 **ARTICLE 6: SENIORITY**

2 ***SECTION 1 – CALCULATING SENIORITY***

3 A. Seniority is based on date of hire or qualification in a classification. In the case of
4 two or more Employees newly hired within the same job classification on the same date, seniority
5 order will be calculated by order of their respective application dates with METRO during the current
6 recruitment period, including hours and minutes.

7 B. If two or more Employees are promoted/transferred at the same time to the same
8 job classification, the date and time of current, continuous hire or qualification date, if applicable,
9 with King County Metro or its predecessor organizations will determine seniority. This also applies
10 to Employees who start work in the new position on different days due to different RDO
11 combinations.

12 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs and
13 assignments will be determined by seniority earned in a specific job classification.

14 D. For the purpose of seniority, Supervisors, as listed in Article 22 shall be
15 considered one classification.

16 E. For the purpose of seniority, PTO, FTO, Rail Operator and Streetcar Operator shall
17 be considered separate classifications.

18 F. An Employee who retires and then rehires as a PTO will be placed at the bottom of
19 the PTO seniority list.

20 G. An Employee who has promoted or transferred to a different classification, who
21 returns to a previous classification, shall be reinstated to the position in seniority order that s/he
22 previously held, except as provided in Section 2, Paragraph E.

23 H. Bus Supervisors and Rail Supervisors will have classification seniority, within the
24 respective section (Bus or Rail), determined by the date of original qualification as a Bus or Rail
25 Supervisor, whichever came first.

26 I. A former Employee rehired as a PTO, or a current Employee transferring to PTO
27 who has never been a PTO, will be placed first in seniority within his/her PTO training class. If two
28 or more such persons are in the same PTO training class, seniority will be determined by most recent

1 date and time of application.

2 **J.** An Employee who has had a non-disciplinary medical termination and who returns
3 to his/her same classification within a year from the date of termination shall be reinstated to the
4 position in seniority that s/he previously held.

5 **K.** Temporary Employees shall be governed by the provisions of Article 26.

6 **L.** Classification seniority will determine the order of layoffs, except as provided
7 elsewhere in the AGREEMENT.

8 ***SECTION 2 – PROMOTION, TRANSFER, DEMOTION AND LAYOFF***

9 **A.** Unless otherwise specified in this AGREEMENT, an Employee who is promoted
10 or transferred to a position in METRO outside of the UNION shall retain his/her classification
11 seniority for all purposes for one year from the date of promotion or transfer.

12 **B.** A King County employee not represented by the UNION who previously has
13 attained permanent status in a UNION job classification, and who demotes for any reason other than
14 layoff, will not be eligible for reinstatement of classification seniority. In no case shall such a
15 demotion displace any Employee.

16 **C.** Any Employee who demotes for any reason other than layoff will forfeit all rights
17 to the classification from which s/he was demoted.

18 **D.** An Employee who demotes to a previously held classification will be reinstated to
19 the position in classification seniority order which s/he had formerly held in the classification to
20 which s/he has been demoted.

21 **E.** An employee who returns to a UNION classification due to layoff after more than
22 one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be
23 given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such
24 employee will be credited for actual days spent in any classification to which s/he returns. If such
25 credit would give the employee the same seniority date as other Employees, s/he shall be placed
26 below the other Employees in seniority order for that date.

27 ***SECTION 3 – DETAILS, UPGRADES AND SPECIAL PROJECTS***

28 **A.** The PARTIES recognize the value provided to Employees by having detail and

1 upgrade opportunities available. The PARTIES also agree that detail and upgrade opportunities
2 should balance the desire of Employees to prepare for promotional opportunities with the need to
3 have an Employee accumulate experience in a position in order to be effective in that position.

4 **B.** An Employee, who is detailed or upgraded to work on a capital improvement
5 project, shall return to his/her regular position on a date mutually agreed by the PARTIES prior to the
6 start of the detail or upgrade.

7 **C.** No detail or upgrade to a position outside the UNION, except for a capital
8 improvement project, including In-Plant Bus Inspector, will exceed one year.

9 **D.** Any Employee who is in a detail or upgrade position for at least 90 days shall be
10 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
11 another position.

12 **E.** An Employee who exceeds the time limits (mutually agreed date or one year) will
13 lose his/her classification seniority, except for the purpose of layoff.

14 **SECTION 4 – SENIORITY LISTS**

15 **A.** Seniority for all Employees shall be recorded on lists certified by the UNION and
16 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or
17 grievances pertaining to seniority shall be settled by the UNION.

18 **B.** The UNION agrees to provide METRO with certified seniority lists by job
19 classification showing name(s) and seniority for picks, move-ups, promotions and layoffs; provided
20 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date
21 list of all new hires, showing their application times and dates and job classifications. METRO will
22 also provide a list of all terminations, retirements, promotions, demotions and transfers on at least a
23 monthly basis. The UNION will provide, as a courtesy to METRO, an explanation of any
24 discrepancies appearing on these lists.

ARTICLE 7: LAYOFF AND RECALL***SECTION 1 – REASON FOR LAYOFF***

METRO will not lay off any Employee except due to reduction in service, lack of work, lack of funds or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for layoff may continue to be employed by METRO. If a reduction in the work force should prove unavoidable and provisions cannot be made to retain affected Employees at different job classifications within METRO, then such Employees will be referred to the King County Career Support Services. Should the King County Career Support Services cease to exist or to provide the necessary services, the PARTIES will form a relocation task force to seek alternate gainful employment for affected Employees.

SECTION 2 – METHOD OF REDUCTION

A. METRO shall determine the positions to be eliminated. Layoffs shall occur by inverse classification seniority, except as otherwise specified in this AGREEMENT.

B. A laid-off employee who has attained regular status in another job classification may displace a less senior Employee in such classification, provided that the laid-off employee has obtained all necessary certifications to perform the duties of such classification. A position in the highest-paying classification in which there is a less senior Employee and in which the employee previously has attained regular status will be offered. No Employee shall be placed into a classification from which the Employee has demoted or failed to complete the probationary period. A laid-off Employee who exercises the right to return to a previous position will be reinstated to the position in classification seniority order which s/he had previously held, except as provided in Article 6, Section 2, Paragraph E.

SECTION 3 – RECALLING LAID-OFF EMPLOYEES

A. An Employee shall be eligible for reinstatement for 24 months following layoff and shall be recalled to service in the order of his/her classification seniority. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to

1 the most recent address supplied by the laid-off Employee. A laid-off Employee must notify
2 METRO within 15 days after such reinstatement offer has been mailed by METRO and report for
3 work at the time and place stipulated in the notice.

4 **B.** An Employee, who fails to respond to or declines the reinstatement offer or who
5 fails to report to work when and where notified, shall be deleted from the recall list. METRO will
6 send a letter to such Employee notifying him/her of the loss of reinstatement rights.

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ARTICLE 8: HOLIDAY**SECTION 1- FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS AND SUPERVISORS**

Eligible Employees in the classifications of FTO, Revenue Coordinator, and Supervisor shall be granted the eleven holidays specified in Section 4 as days off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall receive eight hours AC time. An Employee who works on the day of observance, as a part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time for all time worked, calculated in the method provided in this AGREEMENT for work performed on non-holidays.

SECTION 2- PART-TIME TRANSIT OPERATORS

Each eligible PTO shall be granted the following holidays off with pay equal to his/her current picked assignment:

| | |
|------------------|---------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |

A PTO who works on a paid holiday shall receive holiday pay and pay for actual hours worked.

SECTION 3 - OTHER EMPLOYEES

A. Eligible Employees, except Employees in the classifications of Transit Operator, Revenue Coordinator, Assigned PSR, Assigned CIS and Supervisor, shall be granted the eleven holidays specified in Section 4, as days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours AC time. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and one-half for all time worked.

B. The provision of Paragraph A shall not apply to FLSA-exempt Employees.

SECTION 4 - DAYS OF OBSERVANCE

Each listed holiday shall be observed once each calendar year on the date established by state

1 law or, if there is no such law, on the date established by METRO. When one of the holidays
 2 designated below falls on Sunday, the holiday shall be observed on Monday. When one of the
 3 holidays designated below falls on Saturday, the holiday shall be observed on Friday.

| | | |
|----|-------------------------------|---|
| 4 | New Year's Day | Labor Day |
| 5 | Martin Luther King Junior Day | Veterans Day |
| 6 | Lincoln's Birthday | Thanksgiving Day |
| 7 | | |
| 8 | Presidents' Day | Mark McLaughlin Day (Day after Thanksgiving) |
| 9 | | |
| 10 | Memorial Day | Christmas Day |
| 11 | Independence Day | |

12 **SECTION 5 – PERSONAL HOLIDAY**

13 **A.** Each regular full-time and part-time Employee, except FLSA-exempt Employees,
 14 may choose one personal holiday per payroll year. An Assigned CIS or an Assigned PSR, who
 15 works at least 130 hours in any three separate months in a calendar year, will be entitled to choose a
 16 personal holiday in the following payroll year.

17 **B.** METRO must approve the day selected. The following govern use of the personal
 18 holiday:

19 **1.** When an Employee, other than a PTO, has not used his/her personal
 20 holiday during a payroll year, the holiday will be converted to eight hours of vacation or ten hours of
 21 vacation if s/he is working a regularly picked four forty (4/40) assignment. When a PTO has not
 22 used his/her personal holiday during a payroll year, the holiday will be cashed out.

23 **2.** The personal holiday will be paid upon termination or retirement, provided
 24 the Employee has not taken the personal holiday during the payroll year.

25 **3.** The personal holiday cannot be taken while an Employee is on leave of
 26 absence without pay or on a day for which the Employee would otherwise receive holiday pay.

27 **4.** An Employee who is not entitled to holiday pay on a holiday as listed in
 28 Sections 3 or 4 may take his/her personal holiday on such day.

1 C. An Employee must complete the initial 90 calendar days of employment before
2 taking a personal holiday.

3 D. A part-time Employee will receive pay for his/her most recent regular assignment
4 when taking or cashing out a personal holiday.

5 E. An eligible assigned Employee will receive eight hours pay when taking or
6 cashing out a personal holiday.

7 **SECTION 6 – SHIFT DIFFERENTIAL**

8 An Employee shall be paid on a holiday at the hourly rate paid for the shift s/he is working.

9 **SECTION 7 – ELIGIBILITY**

10 A. To be eligible for the holiday pay provided for in Sections 1 and 3, the Employee
11 must:

12 1. be on the payroll the scheduled workdays immediately before and after the
13 holiday; and

14 2. not have received an unexcused absence on a scheduled workday
15 immediately before or after the holiday.

16 B. To be eligible for the holiday pay provided for in Section 2, the Employee must:

17 1. be on the payroll, on vacation/annual leave or excused via the procedure of
18 Article 16, Section 3, Paragraph B, the scheduled workdays immediately before and after the holiday;

19 and

20 2. not have received an unexcused absence on a scheduled workday
21 immediately before or after the holiday.

1 **ARTICLE 9: VACATION**

2 ***SECTION 1 – VACATION ENTITLEMENT***

3 A. Annual paid vacations shall be granted to eligible Employees based upon straight-
4 time hours paid during the preceding payroll year. Vacation accrual credit will be given to
5 Employees for unpaid time off granted by METRO to conduct official UNION business, except as
6 limited by Article 10, Section 3. Full-time Employees shall continue to accrue vacation during
7 unpaid leaves of absence up to a maximum of 40 hours during each payroll year.

8 B. Each full-time Employee shall accrue vacation according to the applicable accrual
9 rate, and be subject to applicable maximum biweekly vacation accruals, per Paragraph G.

10 C. A PTO shall accrue vacation according to the applicable accrual rate, and be
11 subject to the applicable maximum annual and maximum biweekly vacation accruals, per Paragraph
12 G, starting with the first pay period after completion of one year of active service from his/her most
13 recent date of employment as a Transit Operator, provided there has not been a break in service of
14 more than seven calendar days. Service credit will be given for such year for determining future
15 accrual rates.

16 D. The applicable accrual rate for all Employees, except Transit Operators, will be
17 based upon years of active service since the Employee's most recent date of employment. The
18 applicable accrual rate for all FTOs will be based on years of active, continuous, full-time service.
19 Each full-time Employee will receive one day of vacation accrual service credit for each three
20 calendar days of active, continuous service as an on-call or part-time Employee provided that any
21 break in service between on-call or part-time and full-time service was less than seven calendar days.

22 E. Active service shall not include unpaid leaves of absence which exceed 30
23 consecutive calendar days.

24 F. Scheduled increases in the accrual rate will begin with the first biweekly pay
25 period following the completion of the necessary years of active service.

G. Vacation Accrual Table

| Completed Years of Active Service | Vacation Hours Accrued Per Paid Straight-Time Hour | Maximum Hours Per Biweekly Pay Period Based on 80 Hours | Maximum Hours Accrued Per Year to Be Used in the Following Year | Maximum Days Accrued Per Year To Be Used in the Following Year |
|-----------------------------------|--|---|---|--|
| 0-4 | .0385 | 3.080 | 80 | 10 |
| 5-9 | .0577 | 4.616 | 120 | 15 |
| 10-15 | .0770 | 6.160 | 160 | 20 |
| 16 | .0808 | 6.480 | 168 | 21 |
| 17 | .0847 | 6.776 | 176 | 22 |
| 18 | .0885 | 7.080 | 184 | 23 |
| 19 | .0923 | 7.392 | 192 | 24 |
| 20 | .0962 | 7.696 | 200 | 25 |
| 21 | .1001 | 8.000 | 208 | 26 |
| 22 | .1039 | 8.312 | 216 | 27 |
| 23 | .1078 | 8.616 | 224 | 28 |
| 24 | .1116 | 8.928 | 232 | 29 |
| 25+ | .1154 | 9.232 | 240 | 30 |

H. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT.

I. An Employee may take any vacation earned in a payroll year, in the next payroll year.

J. An Employee, who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive any vacation pay.

K. A PTO, who becomes an FTO, may retain his/her vacation accrual. An FTO who becomes a PTO shall cash out any accrued hours remaining in his/her vacation balance.

SECTION 2 – SCHEDULING VACATIONS

A. METRO will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday, that an Employee, except a PTO, normally would have received, falls within his/her

1 vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in
 2 Article 8, in lieu of holiday pay. METRO shall arrange vacations for Employees on such schedules
 3 as will least interfere with the function of the division; but which accommodate the desires of the
 4 Employees to the greatest degree feasible.

5 **B.** A PTO who picks vacation in a week which includes a paid holiday, as specified in
 6 Article 8, Section 2, shall receive holiday pay in lieu of vacation pay for such day.

7 **SECTION 3 – SELECTION OF VACATIONS**

8 Procedures for use and selection of vacations are specified in individual Employee group
 9 Articles of this AGREEMENT.

10 **SECTION 4 – VACATION CARRY OVER**

11 **A.** Following one full accrual year, an Employee may carry over vacation based on
 12 the following schedule:

| Completed Calendar Years of Service | Days Allowed To Carry Over Each Year | PTO Hours Allowed To Carry Over Each Year |
|---|--|---|
| 1 - 4 | 2 | 6 |
| 5 - 9 | 3 | 12 |
| 10 - 14 | 4 | 20 |
| 14 + | 5 | 30 |

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 20 In addition to the days listed above, a full-time Employee may carry over any fraction of a
 21 day. An Employee who desires to carry over vacation time must make his/her request at the time
 22 vacations are being scheduled.

23 **B.** The number of vacation days carried over shall not exceed the number of annual
 24 vacation days for which the Employee is currently eligible. No PTO shall carry over more than the
 25 number of hours listed in Paragraph A.

26 **C.** Any vacation that is accrued in excess of the allowable carryover amounts in
 27 Article 9, Sections 1(G), 4(A), and 4(B) shall be considered “use it or lose it”. This means that any
 28 vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be forfeited

1 and removed from the Employee's vacation balance, except as provided in Article 16, Section 7,
2 Paragraph F.

3 **D.** Except as otherwise provided in this AGREEMENT, an Employee desiring to use
4 accumulated carryover vacation which s/he has not picked may use up to two days per year in single-
5 day increments with the prior approval of his/her immediate supervisor. All other carryover vacation
6 must be used in blocks of five or more days and must be approved at least 30 days in advance.

7 **E.** An Employee may carry over unused vacation time to the next succeeding year
8 when METRO verifies that the Employee has been prevented from using said vacation because of
9 injury, illness or work schedules.

10 ***SECTION 5 – VACATION CASH OUT***

11 A full-time Employee who has accrued more than 80 hours of vacation in a year may elect to
12 cash out a portion of his/her vacation, provided s/he picks a minimum of 80 hours of vacation. Once
13 a year, during the first vacation pick of the year for an Employee's work unit, an Employee may elect
14 to cash out a minimum of eight hours up to a maximum of 60 hours. Employees may elect to receive
15 the cash out payment following the first vacation pick of the year and/or following November 1,
16 provided each payment is of at least eight hours.

17 ***SECTION 6 – VACATION PAY UPON EMPLOYEE TERMINATION***

18 Upon an Employee's termination or retirement from METRO, s/he shall be paid for all
19 accrued hours remaining in his/her vacation balance.

20 ***SECTION 7 – VACATION AFTER MILITARY LEAVE OF ABSENCE***

21 **A.** An Employee entering active military service will be paid for all accrued vacation.

22 **B.** A regular Employee who leaves METRO to enter active military service and who
23 returns to work with METRO within 90 days after satisfactory completion of military service, shall
24 begin accruing vacation at the applicable rate. Time spent on such military leave shall count as
25 active service in determining the applicable accrual rate.

26 **C.** An Employee entering active military service will continue to accrue vacation for
27 time spent in military service up to a maximum of one year. Such accrual will be credited to the
28 Employee upon return to METRO from military leave.

SECTION 8 – VACATION – UNION BUSINESS LEAVE

An Employee elected to full-time UNION office, who takes an extended leave of absence under the provisions of Article 10, Section 3, shall be paid for whatever vacation s/he has earned by the effective date of leave before taking such leave. Alternatively, s/he may retain credit for all accumulated vacation, to be used after the leave of absence, in accordance with the procedures contained in Article 10, Section 3. However, should such UNION Officer not resume his/her employment with METRO, s/he will be paid at the rate in effect when the leave of absence began.

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ARTICLE 10: LEAVES OF ABSENCE***SECTION 1 – GENERAL***

The decision to grant an unpaid leave of absence shall be the decision of METRO, except as limited by this AGREEMENT. At METRO's option, such unpaid leaves of absence, not to exceed one calendar year, may be granted, for reasons other than those described in this Article. A reasonable amount of compassionate leave will be available to Employees under warranting circumstances as determined by METRO. Requests must be submitted in writing to an Employee's immediate supervisor before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to accept employment with another employer, except leaves for union business or leaves for government service in the public interest. The decision to grant or deny an unpaid leave of absence is not subject to the grievance/arbitration procedures in Article 5.

SECTION 2 – BEREAVEMENT LEAVE

A. If an Employee's spouse/domestic partner or a child, parent, brother, sister, grandparent or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee may take two days off with pay for bereavement leave per incident and one additional day off with pay per incident when total travel from the Employee's home to the memorial service and back exceeds 200 miles. Additionally, an Employee may use vacation, AC time and/or up to three days of accrued sick leave for bereavement leave purposes per incident, with the approval of the Employee's immediate supervisor. METRO may, at its discretion, grant bereavement leave for persons other than those listed above where a close family relationship exists. Use of sick leave for bereavement leave purposes shall not count toward probationary points or as an incidence of sick leave in determining verification requirements as specified in Article 11, Section 1.

B. An Employee on bereavement leave will be paid his/her regular rate of pay for days on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum of eight hours per day, except as provided in Article 13.

SECTION 3 – UNION BUSINESS

A. Pay for time granted to an Employee for a leave of absence to conduct UNION business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT

1 relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is
2 on UNION business leave to a maximum of 30 calendar days during each calendar year. For UNION
3 business leave in excess of the 30 calendar days, no benefits shall accrue (i.e., vacation and sick
4 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
5 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
6 shall be included only if the Employee was on UNION business leave the day preceding and the day
7 after the RDO/holiday.

8 **B.** METRO may authorize compensation for UNION Executive Board Officers who
9 are performing work-related business.

10 **C.** The 30-day limitation for determining payment and accrual of benefits shall not
11 include UNION Executive Board members while attending the regularly scheduled monthly
12 Executive Board meeting, while attending membership meetings, while working on picks, while
13 participating on a UNION negotiating committee or while replacing the full-time UNION Officers
14 during contract negotiations.

15 **D.** All full-time Local 587 UNION Officers, one International UNION Officer and/or
16 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

17 **E.** If an Employee is granted a leave of absence, s/he will continue to accrue all types
18 of seniority, including vacation accrual credit, during the effective period.

19 **F.** The UNION agrees to provide METRO with correct lists of all UNION Officers,
20 Stewards, and committee members as soon as practicable after the effective date of this
21 AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any
22 UNION election or appointment.

23 **G.** During days of general UNION election, additional members not to exceed 45,
24 shall be granted leave to act as tellers.

25 ***SECTION 4 – JURY DUTY***

26 **A.** Upon receiving notification to report to serve on jury duty, jury panel or jury test,
27 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
28 duty and submits proof of report for same, s/he shall receive time off with pay at his/her regular rate

1 of pay for his/her regular assignment, not to exceed eight hours per day for each day served.

2 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for
3 travel expenses may be retained by the Employee.

4 **B.** Any Employee, except for a PTO, excused from jury duty less than four hours
5 after his/her jury duty reporting time, shall promptly notify his/her immediate supervisor and may be
6 required to report back to work. An FTO may be required to report back to work a p.m. tripper. A
7 Special Classification, Vehicle Maintenance, CIO, PSO or Facilities Employee scheduled to work a
8 shift ending by 9:00 p.m. shall be required to report to work if there are at least four hours remaining
9 in the Employee's regularly scheduled workday. An Employee also shall have at least twelve hours
10 off between the completion of his/her scheduled day's assignment and reporting back to jury duty. If
11 the Employee must change clothes before reporting to work, the Employee and immediate supervisor
12 shall agree on a reasonable report time.

13 **C.** Except as provided above, no FTO shall be required to report back to work. Such
14 FTO may accept work if work is available.

15 **D.** When a PTO is released from jury duty, s/he will notify his/her immediate
16 supervisor and may be placed on his/her regular assignment that day or any following day.

17 **SECTION 5 – MILITARY LEAVE**

18 **A.** Any Employee who is called into, or enlists in, the Armed Forces of the United
19 States or its allies, shall be given an unpaid leave of absence in accordance with applicable laws
20 affecting military leave.

21 **B.** Any Employee who is a member of an organized reserve unit of the Armed Forces
22 of the United States shall be granted necessary time off for military training as follows:

23 **1.** An Employee will be granted such paid military training leave per calendar
24 year as is required by law.

25 **2.** The Employee must present his/her orders for active training duty to his/her
26 immediate supervisor prior to taking such leave.

27 **3.** The Employee will be paid for those days s/he normally would be
28 scheduled to work during such leave up to a maximum of eight hours per day.

1 4. Employees covered by this Paragraph shall be granted all seniority rights
2 and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

3 **SECTION 6 – MATERNITY/PATERNITY LEAVE**

4 A. Upon request, an Employee shall be granted a maximum of six months unpaid
5 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption
6 of his/her child. A request for such leave shall be filed with the Employee’s immediate supervisor at
7 least 60 days in advance of the anticipated leave commencement. An Employee on Federal Family
8 and Medical Leave/King County Family Medical Leave (FMLA/KCFML) leave will continue to
9 have medical, dental, and vision benefits premiums paid by METRO. The Employee may elect to
10 self-pay basic or enhanced Life, Accidental Death and Dismemberment (AD&D) and Long Term
11 Disability (LTD) insurance coverage during any unpaid leave.

12 B. A female Employee must report her pregnancy to METRO before the anticipated
13 commencement of leave, and submit a medical provider’s statement indicating the date when the
14 medical provider expects the Employee will no longer be able to continue the normal duties of her
15 position. Female Employees may continue normal duties until the date specified by the medical
16 provider. After that date, the sick leave and disability provisions of this AGREEMENT shall apply
17 for the period of disability.

18 **SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT**

19 As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee
20 may take up to a combined total of twelve weeks of leave for his/her own serious health condition (as
21 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster
22 care of a child, or for the serious health condition of an immediate family member (an Employee’s
23 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section,
24 an Employee must have been employed by King County for twelve months or more and have worked
25 a minimum of 1,040 hours in the preceding twelve months. However, PTOs and Assigned
26 Employees shall be eligible for leave under this Section if they have been employed by King County
27 for twelve months or more and have worked a minimum of 510 hours in the preceding twelve
28 months. The leave may be continuous or intermittent.

SECTION 8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT

A. An Employee may take up to a combined total of 18 weeks of unpaid leave for his/her own serious health condition (as defined by the King County Personnel Guidelines), or for family reasons as provided for in Section 9, Paragraph A, within a twelve-month period. To be eligible for leave under this Section, an Employee must have been employed by King County for twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months. However, PTOs and Assigned Employees shall be eligible for leave under this Section if they have been employed by King County for twelve months or more and have worked a minimum of 510 hours in the preceding twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in whole or partial days as needed).

B. Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth or placement of a child by adoption or foster care, an Employee may take leave intermittently or on a reduced leave schedule only if authorized by the Employee’s immediate supervisor;

2. An Employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the Employee or family member of the Employee. If this leave is foreseeable based on planned medical treatment, the immediate supervisor or his/her designee may require the Employee to transfer temporarily to an available alternate position for which the Employee is qualified, that has equivalent pay and benefits, and that accommodates recurring periods of leave.

SECTION 9 – LEAVE USAGE

A. Sick leave usage: In addition to those circumstances outlined in Article 11, Section 1, Employees may use sick leave to care for family members provided the following two conditions are met:

1. The Employee has been employed by King County for twelve months or more and has worked a minimum of 1,040 hours in the preceding twelve months. However, PTOs and Assigned Employees shall be eligible to use sick leave under this Section if they have been employed by King County for twelve months or more and have worked a minimum of 510 hours in

1 the preceding twelve months.

2 2. The leave is for one of the following reasons:

3 a. the family member is the Employee's spouse or domestic partner,
4 the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the
5 family member has a serious health condition as defined by the King County Personnel Guidelines;
6 or

7 b. the birth of a child and care of the newborn child, or placement of
8 the child by adoption or foster care; provided the leave is taken within twelve months of the birth,
9 adoption, or placement.

10 B. Accrued leave usage:

11 1. When taking leave for his/her own health reasons, an Employee must use
12 all of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The
13 Employee may use accrued vacation or AC time before going on unpaid status.

14 2. When taking a leave for family reasons, the Employee must choose at the
15 start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to
16 take paid leave for family reasons s/he must use all his/her sick leave prior to going on unpaid leave
17 or using vacation or AC time. However, an Employee taking paid leave for family reasons may set
18 aside a reserve of up to 80 hours of accrued sick leave, which does not have to be used during the
19 leave for family reasons.

20 C. An Employee who has exhausted all of his/her sick leave may use accrued
21 vacation leave and AC time before going on leave of absence without pay, if approved by his/her
22 immediate supervisor, or as provided by state or federal law.

23 D. In addition to the leave rights granted by this AGREEMENT, Employees may
24 have additional leave rights as provided by the Washington Family Care Act (RCW 49.12.270) or as
25 otherwise provided for by law.

26 **SECTION 10 – CONCURRENT RUNNING OF LEAVE**

27 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
28 concurrently to the extent permitted by law.

SECTION 11 – WITNESS LEAVE

A. Any Employee called as a witness on behalf of METRO during an investigation or trial shall receive regular compensation.

B. Any Employee who receives a subpoena to testify in a METRO-related case or receives a subpoena for any incident witnessed on duty shall receive regular compensation.

C. No Employee called as a witness in a METRO-related case by another Employee under investigation for an infraction, during an investigation or trial, shall receive regular compensation.

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ARTICLE 11: SICK LEAVE

SECTION 1 – PROCEDURES

A. A regular Employee who is off work due to one of the following reasons shall be eligible for sick leave:

1. The Employee’s bona fide illness or non-occupational injury.
2. Supplemental payment for an occupational injury when payments, as specified in Article 12, Section 9, are exhausted.
3. A part-time Employee’s occupational injury for up to three calendar days immediately following the injury.
4. To care for the Employee’s child if the following conditions are met:
 - a. The child is under the age of 18.
 - b. The Employee or the Employee’s spouse/domestic partner is the natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in place of the parent to the child.
 - c. The Employee’s child has a health condition requiring the Employee’s personal supervision during the hours of his/her absence from work.
 - d. The Employee actually attends to the child’s care during the absence from work.
5. The care of an Employee’s adult family member whose health condition requires the Employee’s personal supervision during his/her absence from work.
6. The Employee’s personal appointment with a licensed health care provider.
7. Domestic violence leave that satisfies the conditions of RCW 49.76. An Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave and other paid time off, compensatory time, or unpaid leave time.

B. Absences for sick leave must be reported at least 30 minutes before the Employee is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to report will be considered unexcused and will not be changed to an excused absence unless such Employee can submit verification from a licensed practitioner that s/he or his/her child received

1 medical treatment and the Employee was unable to report the absence as required. Payment will be
2 made only when the Employee, child, or qualifying family member is sick.

3 C. The ability to work regularly is a requirement of continued employment.

4 D. Each Employee who uses paid sick leave, or who takes other time off for a reason
5 permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the
6 Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands use
7 of sick leave in a manner inconsistent with Paragraph A constitutes a falsification of a sick report,
8 which is a major infraction per Article 4, Section 3. A certification will be turned in within five
9 calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide
10 the certification shall receive an unexcused absence for each day or partial day of absence for which
11 there is no signed certification.

12 E. Except as follows, medical verifications will no longer be required for absences,
13 and will be replaced by the self-certification program described above. METRO may require medical
14 or, as appropriate, other independent verification whenever:

- 15 1. An Employee is absent for more than five consecutive workdays, or
- 16 2. An Employee has insufficient accrued sick leave to cover an absence for a
17 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or
- 18 3. An Employee has previously been placed on notice of suspected sick leave
19 abuse (which is not grievable), and is thereafter further suspected of sick leave abuse after a
20 reasonable investigation. The assessment of whether a reasonable suspicion exists will depend on all
21 of the facts and circumstances known to the Unit Supervisor responsible for making the decision.
22 Evidence of potential sick leave abuse may include but is not limited to circumstances where an
23 Employee is absent repeatedly, or has absences that precede or follow RDOs, or that follow some
24 other pattern. Verification under this Paragraph may be required for a period up to six months.

25 F. An Employee who abuses sick leave may be subject to discipline. In addition to
26 the discipline, such Employee may be required to provide medical verification of all sick leave use
27 for a maximum period of one year from the most recent date of disciplinary action. METRO will not
28 consider approved FMLA/KCFML leaves in assessing discipline.

1 G. METRO may, at its discretion, visit or call an Employee at home to verify illness.

2 H. When a medical verification is required, it shall be on a medical report acceptable
3 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her
4 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
5 family member.

6 I. For medical appointments, METRO may request that the licensed practitioner's
7 office confirm in writing that the Employee had an appointment. Further medical verification will
8 not be required for a scheduled medical appointment when the Employee has given at least two days
9 notice to his/her immediate supervisor.

10 J. METRO's Disability Services Coordinator/designee from Metro Disability
11 Services and the Union President/designee shall immediately review any allegations of arbitrary
12 and/or unfair treatment that are brought to their attention relating to the administration of Paragraph
13 E. In such cases, no verifications shall be required until the review is complete. Furthermore, during
14 January and July (unless otherwise mutually agreed), the PARTIES shall convene a special Joint
15 Labor-Management Committee to monitor compliance and evaluate the experience with the new sick
16 leave language contained herein.

17 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
18 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
19 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
20 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
21 under the 250-hour threshold as the result of an illness/injury.

22 **SECTION 2 – ACCRUAL OF SICK LEAVE**

23 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
24 of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No
25 Employee shall be entitled to sick leave with pay during the first 30 days of employment, except as
26 may be provided by the Washington Family Care Act, RCW 49.12.270. There shall be no limit on
27 the amount of sick leave that can be accumulated.

28 **SECTION 3 – PAYMENT OF SICK LEAVE**

1 A. An Employee shall receive sick leave pay only for hours missed from a regular
2 assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each
3 workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day
4 missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time
5 Employee working a 4/40 schedule will be paid sick leave in accordance with Article 13, Section 8.

6 B. No Employee shall be paid sick leave in excess of his/her accrued sick leave.

7 C. Upon separation from employment as a result of death or service retirement, as
8 defined by the Washington State Public Employee’s Retirement System or the City of Seattle
9 Retirement System, an Employee or his/her estate shall be paid 35% of accrued sick leave at the rate
10 of pay in effect at time of separation. An Employee retiring under the City of Seattle Retirement
11 System will have the option of having the legal equivalent of this 35% of accrued sick leave paid
12 toward medical care premiums.

13 D. No payment will be made to an Employee who leaves METRO for any other
14 reason.

15 E. A full-time Employee who is receiving Workers’ Compensation supplemental
16 benefits for an occupational injury shall not be entitled to receive payment for sick leave, except as
17 provided in Article 12, Section 9. An Employee will continue to accrue sick leave on straight-time
18 hours missed, up to a maximum of 90 workdays for each industrial injury.

19 F. A full-time Employee who is sick on a holiday shall receive holiday pay in lieu of
20 sick leave.

21 G. A part-time Employee who is sick on a paid holiday as specified in Article 8,
22 Section 2, shall receive holiday pay in lieu of sick leave.

23 **SECTION 4 – USE OF AC TIME**

24 After all accrued sick leave has been exhausted, AC time may be used for an illness when a
25 medical statement, acceptable to METRO, has been submitted verifying that the Employee was
26 unable to perform the duties of his/her position.

27 **SECTION 5 – RESERVE SICK LEAVE**

28 FTOs employed as of November 1, 1977, were credited with a balance of sick leave known as

1 reserve sick leave. Such reserve sick leave may be used only for an illness during which the FTO is
2 hospitalized as an inpatient for at least 24 hours. No sick leave shall be transferred from such reserve
3 account to the active account. All regular sick leave in the active account must be exhausted before
4 sick leave in the reserve account may be used. The provisions of Section 3, Paragraph C shall apply
5 to reserve sick leave.

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ARTICLE 12: BENEFITS**SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY****BENEFITS**

A. King County presently participates in group medical, dental, vision, life, and long-term disability insurance benefit programs. These programs, and the level of METRO premium contribution to these programs is determined by the Joint Labor-Management Insurance Committee (JLMIC). The JLMIC is comprised of representatives from King County and its labor unions. The Committee's function shall be to review, study and make recommendations relative to existing medical, dental, vision, life, and long-term disability insurance programs. King County agrees to continue the JLMIC.

B. All full-time Employees, part-time and assigned Employees who are regularly scheduled to work half time or more, and their dependents will be covered by the medical, dental, vision, life, and long-term disability plans developed by the JLMIC. METRO agrees to maintain the level of benefits as provided by these plans and pay premiums as described in these programs through 2012. Benefits for 2013 will be the same unless modified by the JLMIC, in which case the UNION may negotiate alternative benefits.

C. The PARTIES agree to incorporate changes to Employee insurance benefits which King County may implement as a result of the agreement of the JLMIC, but otherwise METRO will not make unilateral changes to existing benefits.

D. An employee will be eligible for the insurance benefits on the first calendar day of the month following his or her hire date or the day after his or her qualification date, whichever is the later date. However, if the later date is the first calendar day of the month, the Employee will be eligible for the insurance benefits on that date.

E. METRO will hold an open enrollment at least once during each calendar year. Employees will be allowed to make changes in their benefit selections during that open enrollment period.

F. For the purposes of this AGREEMENT, "half-time" shall mean 20 paid hours per week. Eligibility requirements for part-time and on-call Employees will be defined by policy

1 mutually developed and agreed by the PARTIES.

2 **SECTION 2 – MEDICAL BENEFITS – PART-TIME AND ASSIGNED EMPLOYEES**
3 **(LESS THAN HALF-TIME)**

4 A. The medical, dental and vision insurance benefits developed by the JLMIC will be
5 available to part-time and assigned Employees, who are regularly scheduled to work less than half-
6 time. Insurance benefits will be available on the first day of the month following an Employee's hire
7 or qualification, whichever comes later. The medical plan includes the pharmacy plan, and neither
8 can be purchased separately. METRO will contribute an amount equal to 80% of the Group Health
9 premium for Employee-only coverage; the Employee will pay the remaining portion of the premium
10 through payroll deduction.

11 B. Dependent coverage, paid by the Employee, will be available through payroll
12 deduction, if elected, on the eligibility date or during any open enrollment period thereafter.

13 C. The PARTIES agree to establish a medical program within the Washington State
14 Basic Health Plan as soon as such is available. METRO will contribute up to the maximum dollar
15 amount allowed in Paragraph A.

16 **SECTION 3 – MEDICAL BENEFITS – RETIREES**

17 Within 60 days of service retirement, a retired Employee with five or more years of
18 consecutive service may continue medical and vision coverage with METRO at the prevailing
19 METRO group rate until age 65 or until s/he becomes eligible for Medicare. Such Employee waives
20 all rights to COBRA coverage.

21 **SECTION 4 – DENTAL AND VISION INSURANCE – PART-TIME EMPLOYEES (LESS**
22 **THAN HALF-TIME)**

23 On the first of the month following qualification or hire date, whichever is later, each part-
24 time Employee, who is regularly scheduled to work less than half time, may elect to take dental
25 and/or vision coverage only in conjunction with one of the medical coverage options. METRO will
26 pay 50% of the premium for Employee only coverage; the balance will be paid by payroll deduction.
27 Dependent coverage, paid by the Employee, shall be available through payroll deduction on the
28 eligibility date or during any annual open enrollment period thereafter.

SECTION 5 – SHORT-TERM DISABILITY – FULL-TIME EMPLOYEES

A short-term disability plan shall be made available to all full-time Employees. Enrollment in the plan is mandatory. Coverage shall begin as set forth in the policy. The Employee shall pay the monthly premium by payroll deduction. METRO shall administer the policy.

SECTION 6 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT

METRO provides, for all Employees, special coverage in the event of a felonious assault. The maximum benefits payable are \$50,000 for death, dismemberment, loss of sight, or permanent total disability, less any amount payable under a group life or accidental death and dismemberment policy.

SECTION 7 – PERSONAL PROPERTY LOSS BENEFIT

A. Employees shall be reimbursed for loss of certain personal property due to armed robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:

1. The armed robbery, theft or assault occurs while the Employee is at work;
- and,
2. The property was in the personal possession of the Employee at the time of the theft or robbery or, in the case of Transit Operators, the property was on the coach and was not left unattended, except when the Operator was required to leave the driver’s compartment to attend to official METRO duties; and,
3. The Employee makes a robbery, theft or assault report to the Police Department; and,
4. The Employee files a claim with METRO and provides receipted bills to substantiate that replacements have been purchased or repairs made.

B. The items covered by this AGREEMENT and the maximum values to be reimbursed are:

| Item | Maximum Value |
|------------------|----------------------|
| Watch | \$55.00 |
| Uniform clothing | replacement |
| Wallet | \$25.00 |
| Bag | \$55.00 |
| Purse | \$35.00 |
| Driver’s License | replacement |

Employee Transit Pass replacement

SECTION 8 – TRANSIT PASS

Each current and retired Employee is eligible for an annual transit pass.

SECTION 9 – WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE

A. METRO, pursuant to Washington State Industrial Insurance laws (Title 51 RCW), will maintain workers’ compensation procedures and payments consistent with all state laws, administrative rules, and guidelines, as promulgated by the State Legislature and Department of Labor and Industries.

B. In addition to benefits accruing to Employees under State Industrial Insurance laws, METRO will maintain a program of supplemental payments for full-time Employees as follows:

1. METRO will provide an amount which, when added to the state-prescribed payment and any alternative work wages, maintains the percentage set forth below of the Employee’s net pay, based on 80 hours times his/her hourly rate minus any mandatory deductions per pay period.

The percentage shall be as follows:

- a. For the first 60 workdays missed – 100%.
- b. For the next 60 workdays missed – 90%.
- c. For the next 140 workdays missed – 80%.

2. Such supplemental payment program will continue for a period not to exceed 260 workdays, or two calendar years from the date of injury, whichever comes first.

3. To determine net take-home pay, the Payroll Section will calculate the Employee’s hourly wage at the time of injury times 80 hours minus mandatory deductions.

4. A full-time Employee who is otherwise eligible for supplemental payment, but who is not receiving any actual supplemental payment because the total payments s/he is receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall continue to be benefit eligible.

C. To be eligible for METRO’s supplemental payments, the Employee must:

1 1. Notify METRO’s Workers’ Compensation Office if unavailable for more
2 than 24 hours during a Monday through Friday period.

3 2. Notify METRO’s Workers’ Compensation Office of other employment or
4 compensation received while being paid workers’ compensation.

5 3. Be available for medical treatment and/or vocational rehabilitation,
6 consultation, or services.

7 4. Accept alternative work assignments which are offered by METRO and
8 which meet medical restrictions identified by the Employee’s physician. METRO shall contact the
9 Employee’s physician if identified restrictions require clarification.

10 5. Maintain eligibility for workers’ compensation under state regulations.

11 6. When notified at least 48 hours in advance, attend all meetings and
12 independent medical examinations scheduled by METRO concerning the Employee’s status or claim,
13 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
14 METRO’s Worker’s Compensation staff or the Employee’s immediate supervisor at least 24 hours
15 prior to such meeting or examination.

16 7. If records indicate two “no shows” for scheduled medical or vocational
17 services, supplemental payments may be terminated, provided such Employee and the UNION are
18 notified seven days in advance.

19 **D.** An Employee who misses work due to an on-the-job injury will continue to accrue
20 vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during
21 each calendar year. One such 90-day accrual will be allowed for each industrial injury.

22 **E.** If an Employee exhausts supplemental payments, s/he may use sick leave, vacation
23 leave or AC time in lieu of METRO’s supplemental payments, as provided in Paragraph B. If such
24 Employee is working an alternative work assignment, such payments will be at the hourly rate of the
25 alternative work assignment.

26 **F.** Each Employee, who files a claim for workers’ compensation, will be provided a
27 copy of the rules in this Section.

28 **G.** If an Employee is required by METRO to be cleared by the Workers’

1 Compensation Office before returning to work, but s/he is not on pay status or receiving
2 compensation from any source including short-term or long-term disability, such Employee will
3 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be
4 paid an additional one hour of straight-time pay.

5 **H.** METRO is required to recover any overpayment. An Employee, who has received
6 an overpayment, shall repay it in a manner which assures METRO's recovery and does not
7 unnecessarily burden such Employee.

8 **I.** An Employee with an open Worker's Compensation claim who is working an
9 alternative work assignment or is working in his/her regular classification at less than full duty must
10 use accrued leave or take approved leave without pay for medical appointments associated with the
11 Employee's claim.

12 ***SECTION 10 – LEGAL DEFENSE***

13 Whenever an Employee is named as a defendant in civil action arising out of the performance
14 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
15 shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee,
16 furnish counsel to represent such Employee to a final determination of the action, without cost to
17 such Employee.

18 ***SECTION 11 – COMMERCIAL DRIVERS LICENSE***

19 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
20 who are required to have a CDL, all Supervisors, and Utility Service Workers per Article 17, Section
21 2, Paragraph D.

22 ***SECTION 12 – GENERAL CONDITIONS***

23 **A.** Benefit premiums paid by an Employee shall be deducted in equal installments
24 from the first and second paycheck of every month.

25 **B.** Upon request, METRO will provide available medical usage data regarding
26 Employees to the UNION.

27 **C.** METRO shall not make its monthly contribution for medical, dental, group life
28 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence

1 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
2 medical leave laws or Article 10, Section 3, Paragraph B.

3 **SECTION 13 – ACCUMULATED COMPENSATORY TIME**

4 A. “Accumulated Compensatory time (AC time)” is defined to mean all time earned
5 by an Employee, which may be paid by compensatory time off instead of by cash.

6 B. Except as provided in Paragraph C, and in Article 18, Section 10, Paragraph G,
7 each full-time Employee may choose to receive AC time instead of cash for all work performed at the
8 overtime rate. An Employee will notify METRO of such choice by filing a METRO form on or
9 before the first day of the pay period affected by the change.

10 C. AC time in excess of 100 hours shall be paid in cash at the end of each pay period.

11 D. Except as provided elsewhere in this AGREEMENT, and consistent with daily
12 staffing requirements, METRO will determine the number of Employees allowed to have time off.
13 An Employee may use AC time for a reasonable amount of compassionate leave under warranting
14 circumstances, as determined by METRO.

15 E. By written request, an Employee may cash out any portion of his/her AC bank,
16 provided s/he cashes out at least eight hours. Payment will be made as part of the next possible
17 payroll following METRO’s receipt of the request.

18 F. No shift differential will be allowed on AC time earned. When AC time is taken or
19 cashed out, it will be paid at the rate of the shift on which the Employee is working.

20 **SECTION 14 – RETIREMENT ACKNOWLEDGEMENT**

21 Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the
22 purpose of acknowledging that Employee’s service to the citizens of King County. The Employee
23 shall choose the form of acknowledgement from two options: either a celebration, including
24 refreshments, at the worksite or a luncheon with the Employee’s immediate supervisor. In addition,
25 each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted upon it.

1 **ARTICLE 13: 4/40 ASSIGNMENTS**

2 ***SECTION 1 – DEFINITION OF 4/40 EMPLOYEES***

3 A. A “4/40 Employee” shall mean a regular full-time Employee whose assignment is
4 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight
5 hours straight-time pay per day for five days per week.

6 B. Each 4/40 Employee shall be subject to the provisions of this Article, which shall
7 supersede any conflicting provisions elsewhere in this AGREEMENT.

8 ***SECTION 2 – REGULAR DAYS OFF***

9 Each 4/40 Employee shall have three RDOs per week, including at least two consecutive
10 days.

11 ***SECTION 3 – HOLIDAYS***

12 Each 4/40 Employee shall be granted the same holidays as other Employees in his/her
13 classification. An Employee who is on RDO or vacation on the day of observance, will receive eight
14 hours of AC time at the straight-time rate. An Employee who works on the day of observance, as
15 part of his/her regular work schedule, will receive eight hours AC time at the rate specified in Article
16 8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the
17 Employee’s regular day to work, but the Employee is not scheduled to work, the Employee will
18 receive ten hours of holiday pay.

19 ***SECTION 4 – PERSONAL HOLIDAY***

20 A 4/40 Employee who chooses a personal holiday will receive ten hours of personal holiday
21 pay.

22 ***SECTION 5 – VACATION AND AC TIME***

23 While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten
24 hours per day for each regular workday.

25 ***SECTION 6 – BEREAVEMENT LEAVE***

26 A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two
27 hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who
28 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted

1 additional time off in accordance with Article 10, Section 2 will be paid ten hours sick leave, AC
2 time and/or vacation per workday for up to three additional days.

3 **SECTION 7 – JURY DUTY/MILITARY LEAVE**

4 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her
5 regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively.
6 An Employee may be required to revert to a work schedule of eight hours per day, five days per week
7 for each pay week in which the leave is taken.

8 **SECTION 8 – SICK LEAVE**

9 A 4/40 Employee on sick leave will be paid a maximum of ten hours at straight-time for each
10 workday absent.

11 **SECTION 9 – DISABILITY**

12 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
13 disability according to hours normally scheduled to work. For any full weeks of disability, such
14 Employee shall be considered as if s/he is an eight hour per day, five day per week Employee.

15 **SECTION 10 – OVERTIME**

16 All hours worked in excess of ten hours in the scheduled workday or work on any of the three
17 RDOs shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
18 pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.

19 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

20 Employees will be provided with a minimum 30-days notice prior to the cancellation of a
21 4/40 shift, except in the Operations division, when run cuts make this impossible.

ARTICLE 14: RATES OF PAY

SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS

A. Effective on the start of the pay period that includes November 1, 2010, the top hourly wage rate for each job classification will be as shown in Exhibit A. These wages shall be effective until the pay period that includes October 31, 2011.

B. Wage progressions are as follows:

1. Except for Revenue Coordinators, Leads, Trainees, Equipment Dispatchers, PTOs, Supervisors and Supervisors-in-Training, each job classification will have five step increments as follows: first step will be 70% of the top rate of the classification; upon completion of twelve months, the second step will be 80%; upon completion of the next twelve months, the third step will be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A new hire in the position of Mechanic, Maintenance Painter, Maintenance Machinist, Metal Constructor, Millwright, Maintenance Constructor, Sheet Metal Worker, Electronic Technician, Equipment Painter, Carpenter, Vehicle Upholsterer, Building Operating Engineer, or Transit Radio and Communication Systems Specialist may start at the 90% rate if METRO determines that s/he is a fully qualified individual. METRO will be solely responsible for determining whether a new hire is a fully qualified individual in the classifications noted above. If METRO so determines, the Employee may be hired at the 90% rate.

2. Supervisors-in-Training will have two step increments as follows: first step will be 85% of the top pay rate for the Service Supervisor classification. Upon completion of six months, the second step will be 90% of the top pay rate for the Service Supervisor classification. Supervisors will have five step increments as follows: first step will be 90% of the top rate; upon completion of six months, the second step will be 92.5%; upon completion of the next six months, the third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and upon completion of the next six months, the fifth step will be 100%.

3. Revenue Coordinators, Leads, Trainees, and Equipment Dispatchers are classifications which each have a single wage rate and are not subject to the wage progression.

4. PTOs will have five step increments as follows: first step will be 70% of

1 C. For the cost-of-living adjustment on the pay period that includes November 1,
2 2011: the top step of each job classification shall be 90% of the number determined by the formula
3 in Paragraph B times the base wage for such classification. For the cost-of-living adjustment on the
4 pay period that includes November 1, 2012: the top step of each job classification shall be 95% of
5 the number determined by the formula in Paragraph B times the base wage for such classification.
6 Such adjustments shall never result in a wage reduction. The base wage for each classification for
7 the cost of living adjustments, shall be the top step wage in effect October 1, each year, for that
8 classification. Other steps in the wage progression for each classification will be recalculated
9 according to Section 1, based on the adjusted top step.

10 D. Computations of all wage rates will be carried out to the tenth of a cent (\$.001).
11 Amounts less than five-tenths of a cent (\$.005) will be rounded down to the nearest cent (\$.01); and
12 amounts greater or equal to five-tenths of a cent (\$.005) will be rounded up to the nearest cent (\$.01).

13 ***SECTION 3 – WORK OUTSIDE OF CLASSIFICATION***

14 A. All assigned work performed in a higher paid classification will be paid a
15 minimum of two hours at the rate of the higher paid classification. When an Employee is assigned
16 such work for more than two hours up to and including four hours, s/he will be paid at such rate for
17 four hours. When an Employee is assigned such work for more than four hours, s/he will be paid at
18 such rate for eight hours and will be paid at the overtime rate for such classification, if applicable, for
19 time in excess of eight hours.

20 B. If an Employee is assigned work in a lower paid classification, such Employee
21 shall not suffer any reduction in wages. However, an Employee who accepts a temporary
22 appointment to a lower paid position shall receive the wage rate for such lower paid position.

23 ***SECTION 4 – FLSA REQUIREMENTS***

24 A. All applicable non-overtime premiums received (e.g., spread pay and student pay)
25 will be added into an Employee's total compensation for the calculation of the "regular rate of pay".

26 B. A Rover, extra person, or a Relief Supervisor who has his/her RDOs changed,
27 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40.
28 METRO will attempt, whenever possible, to provide such Employee with two days off during each

1 scheduled workweek.

2 **SECTION 5 – DEMOTION**

3 Employees who accept a demotion into a lower paid UNION position because of poor health
4 or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step
5 within the new position’s wage range which most closely matches the Employee’s wage in his or her
6 former wage range, but does not exceed the rate of pay received by the Employee in his/her former
7 classification.

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ARTICLE 15: FULL-TIME TRANSIT OPERATORS

SECTION 1 – DEFINITION OF EMPLOYEES

A. A “Full-Time Transit Operator (FTO)” shall mean a person employed by METRO on a continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per week, provided s/he has accepted all work assigned as specified in this Article. For each regularly-scheduled workday or portion thereof on which an FTO does not perform his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly scheduled workday” shall mean a day on which an Employee is normally required to work.

B. There will be four kinds of FTOs:

1. A “Regular Operator” shall mean an FTO who picks runs as a work assignment for his/her eight or ten-hour guarantee.

2. A “Report Operator” shall mean an FTO who picks report assignments for his/her eight hour guarantee.

3. An “Extra Board Operator” shall mean an FTO who picks the Extra Board or Report and works all assignments placed on the Extra Board for his/her eight-hour guarantee.

4. A “System Board Operator” shall mean an FTO who picks the System Board and works all assignments placed on the System Board for his/her eight-hour guarantee.

C. An FTO who desires to work on a less than full-time basis while attending school or for compassionate reasons may, with METRO’s approval, be transferred to “Group D” status, provided s/he has completed one continuous year of service as an FTO immediately preceding transfer to this group. Group D Operators will be subject to the following:

1. A Group D Operator will be paid his/her normal hourly rate. A Group D Operator may select either a part-time assignment or a position on the Extra Board with restricted availability of days and times.

2. Group D Operators will be eligible for the benefits and conditions of regular PTOs.

1 3. Group D Operators will be paid at the overtime rate for all work in excess
2 of eight hours in a workday. All time worked in excess of 40 straight-time hours in a workweek shall
3 be paid at the overtime rate.

4 4. A Group D Operator, who so desires, may be assigned additional work on
5 his/her off days after overtime has been assigned to Regular, Report, and Extra-Board Operators.

6 5. Group D Operators will pick their vacations as FTOs with the amount of
7 vacation taken in accordance with Article 9.

8 6. A Group D Operator who works a weekday tripper:

9 a. Must declare his/her intention to pick a Group D tripper position 14
10 days prior to the first day of PTO pick.

11 b. Will have the same guarantees as a PTO for each tripper assignment
12 worked.

13 c. Will work on holidays when his/her picked assignment is scheduled
14 to be in service. On Sunday-schedule holidays, s/he will be limited to working his/her picked
15 assignment only.

16 7. A Group D Operator who selects a position on the Extra Board:

17 a. Must declare his/her intention to pick a Group D Extra Board
18 position 14 days prior to the first day of FTO pick.

19 b. Must pick either: 1) a run combination on Saturday and at least two
20 peak-time weekday periods as defined by METRO, or 2) at least five peak-time weekday periods as
21 defined by METRO.

22 c. Will have an eight-hour guarantee on Saturday, if picked, and will
23 be guaranteed the part-time minimum tripper guarantee, as per Article 16, Section 1, for each
24 weekday peak-time period picked.

25 d. Must meet Extra Board Operator qualification requirements.

26 e. Shall be assigned from surplus work by Group D seniority before
27 any Additional Tripper List (“ATL”) or overtime assignments are made.

28 8. Group D will be administered according to guidelines mutually developed

1 and agreed by the PARTIES.

2 9. A Group D Operator returning to assignment as an FTO shall be assigned a
3 position on the Day Board at the base currently picked, which is mutually agreeable to the PARTIES,
4 until the next shake-up.

5 D. "Loader" shall refer to an FTO who picks, or is assigned on the Extra Board, the
6 task of selling passage; but who does not drive the conveyance for which the passage is sold.

7 **SECTION 2 – FULL-TIME GUARANTEES**

8 A. FTOs will not be required to accept PTO status.

9 B. METRO will not reduce the number of FTOs below 1,223. In the event of a
10 layoff, all PTOs shall be laid off prior to the layoff of any FTO, provided that for every two PTOs
11 laid off due to a substantial reduction of funds or ridership, METRO may, at its discretion, reduce the
12 daily guarantee of one FTO position to five hours. FTOs will pick such reduced-guarantee positions
13 by seniority. FTOs selecting a reduced-guarantee position will have two consecutive RDOs and will
14 pick an assignment with a guaranteed paid time of five hours for each of their regular work days.
15 FTOs selecting a reduced-guarantee position will be paid at the overtime rate for all time work in
16 excess of eight hours in a day and for all time worked in excess of 40 straight-time hours in a
17 workweek. Nothing herein shall be construed as giving METRO the authority to reduce any other
18 right or benefit of affected FTOs. Reinstatement of the eight-hour daily guarantee shall be in
19 seniority order on the same one-for-two basis as the reduction, when the PTO positions vacated by
20 the layoff are filled.

21 C. Assignment of specials and extras will be made to FTOs only, except as otherwise
22 provided in this AGREEMENT.

23 D. The number of PTOs, with each DTA Operator counted as two PTOs, shall not
24 exceed 45% of the total number of Transit Operators.

25 E. All runs and reports will be worked by FTOs.

26 F. All full-time vacation reliefs will be worked by FTOs.

27 G. Work left vacant because of the absence of an FTO will be worked by an FTO,
28 unless otherwise specified in this AGREEMENT.

1 **H.** For 500 day base units, the minimum number of full-time runs shall be 843. For
2 every day base unit above or below 500, the minimum number of full-time runs will increase or
3 decrease by one respectively. “Day base units” shall mean the number of coaches operating
4 regularly-scheduled service at noon each weekday or Saturday.

5 **I.** The Extra Board will be worked only by FTOs.

6 **SECTION 3 – GENERAL CONDITIONS**

7 **A.** Each Operator will sign in for his/her work. When an Operator does not sign in on
8 time, the Supervisor on duty will notify the appropriate Report Operator to take the assignment.

9 **B.** The Base Dispatcher/Planner may use his/her judgment as to which Operator to
10 use in an emergency.

11 **C.** Any Operator not being relieved when arriving at the relief point will call the
12 Coordinator and inform him/her that no relief Operator is present. If the Operator does not wish to
13 continue working, s/he shall follow the procedures set forth herein. If the coach is inbound the
14 Operator will operate to Pine Street going northbound, to Main Street going southbound, or to Third
15 Avenue going westbound or eastbound, then return to the base. If the coach is outbound with
16 passengers, the Operator will continue to the terminal if the round trip back to the relief point is less
17 than one and one-half hours. If the round trip back to the relief point is more than one and one-half
18 hours, METRO must dispatch a car with a relief Operator and must return the relieved Operator to
19 the base. Coaches which do not operate through the Seattle central business district will be governed
20 by the one and one-half hour rule.

21 **D.** An “assignment” shall mean any work or duties that the Employee is required to
22 perform.

23 **E.** If an FTO loses an RDO because of a change in schedule, s/he will be given time
24 off to compensate for such day. No FTO may have more RDOs in any pay period than s/he would
25 have received had no change of schedule been made.

26 **F.** The cutoff time for calling to be removed from the sick list, and for signing the day
27 off book for time off, is 10:00 a.m. Should an Operator report sick after 10:00 a.m., s/he may retain
28 his/her following day’s full assignment by calling off the sick list at least one hour prior to the start of

1 the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

2 **G.** At each pick, an Operator may indicate his/her preference regarding training
3 assignments. METRO will attempt to accommodate an Operator's preference when assigning
4 students; however, any Operator may be given a training assignment if necessary. Trainees shall
5 drive during all training assignments unless METRO or the instructing Operator determines that
6 safety would be jeopardized.

7 **H.** METRO shall provide a minimum five-minute scheduled layover after each
8 revenue trip, except when:

- 9 1. The revenue trip is less than 15 minutes long, or
- 10 2. The revenue trip is the last revenue trip before the coach returns to the base,
11 or
- 12 3. The revenue trip is live-looped or through-routed, or
- 13 4. The layover has been reduced by mutual agreement of the PARTIES.

14 When circumstances beyond the Operator's control result in less than five minutes layover in
15 the previous two hours, the Operator shall be entitled to a five-minute layover at the next outer
16 terminal, except on his/her last trip, provided the Operator attempts to notify the Coordinator.
17 METRO agrees to review routes or assignments identified by the UNION as having insufficient
18 layover time.

19 **I.** In order to provide reasonable breaks, METRO shall schedule at least one 15-
20 minute layover in assignments over five hours in length and an additional 15-minute layover in
21 weekday assignments over eight hours in length. When an Operator working an assignment finds it
22 does not provide reasonable break time, the Operator should notify METRO of such by filing a
23 service report. "Length" equals report, travel and platform time, but does not include bonus time.

24 **J.** An Operator may voluntarily install/remove chains if needed.

25 **K.** When a Sunday schedule is operated on a holiday, an FTO who has picked a
26 Sunday run and whose regular workday falls on the holiday will work his/her Sunday run. A Regular
27 Operator on a regular workday without a Sunday run shall have the day off at holiday pay.

28 **L.** Each day at each base, METRO guarantees that for every 45 FTOs normally

1 scheduled to work on that day at that base, rounded to the nearest 45, one FTO from the day off book
2 shall be excused from his/her assignment. However, the guarantee shall be a minimum of one each
3 day for any base with FTOs and the for the System Board. These guarantees shall not apply in the
4 case of an extreme emergency.

5 **M.** Separate day off books for FTOs and PTOs will be maintained at each base.

6 There will be a separate day off book for System Board Operators.

7 **1.** Once the minimum guarantees are met, the number of additional PTOs
8 excused on a particular day shall not be greater than the number of additional FTOs excused on that
9 same day.

10 **2.** However, if excusing additional a.m. or p.m. PTOs or FTOs wanting a
11 portion of the day off would balance the open work, METRO may excuse such Operators.

12 **3.** After all FTOs who have so requested are excused, there shall be no limit to
13 the number of PTOs excused.

14 **N.** Candidates for Bus Supervisor-in-Training positions shall be selected from
15 METRO FTOs, Rail Operators, Streetcar Operators and Rail Supervisors, who were not previously
16 Bus Supervisors. Operator candidates must have at least two and one-half years of full-time bus
17 driving service in the five years preceding the closing date for applications.

18 **O.** All assignments shall be completed within a maximum 16-hour spread. Such
19 spread will begin with the start time of the first assignment following at least eight continuous hours
20 off.

21 **P.** When an Operator presents a valid medical restriction which prevents operation of
22 the equipment or in the facility of his/her assignment, METRO will work with the UNION to find a
23 mutually agreeable alternate assignment for the remainder of the shake-up. If METRO wishes to
24 change the coach type on a picked assignment to a type that a Regular Operator of that assignment is
25 restricted from operating, METRO must find an alternate assignment that is agreeable to both the
26 Operator and the UNION. In cases where no agreement can be reached, METRO will not change the
27 coach type.

28 **SECTION 4 – RUNS**

1 **A.** There shall be two types of FTO runs.

2 **1.** A “straight run” shall mean straight-through work which is at least seven
3 hours and eleven minutes including platform, report and travel time.

4 **2.** A run combination or “combo” will consist of two or three pieces of work
5 which are at least seven hours and eleven minutes in total work time, including platform, report and
6 travel time, and which are within a spread time of 12-1/2 hours. Combos with more than one split
7 will be paid straight-through for the lesser split. Any combo with a split of 29 minutes or less will be
8 paid straight-through and classified as a straight run. Combos which quit after 8:00 p.m. shall be
9 paid straight-through.

10 **B.** A “day run” shall mean any run which is completed by 8:00 p.m.

11 **C.** A “night run” shall mean any run that is completed after 8:00 p.m.

12 **D.** At the discretion of METRO, “frags”, meaning assignments less than seven hours
13 and eleven minutes, including platform, report and travel time, may be posted and selected at the
14 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
15 apply to frags.

16 **E.** The total number of straight day runs for the system on weekdays or Saturdays
17 shall be equivalent to at least 70% of the day base units on weekdays or Saturdays, respectively.

18 **F.** Straight day runs shall comprise at least 58% of all straight runs.

19 **G.** At least 70% of all Saturday runs shall be straight runs. There shall be no combos
20 on Sunday.

21 **H.** Runs and trippers on a route may be assigned to more than one base.

22 **I.** Runs shall be determined by METRO in accordance with the provisions in this
23 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
24 defined as a “tripper”.

25 **J.** Any Extra Board Operator working a regularly scheduled run shall be paid the
26 regularly scheduled run pay.

27 **K.** Open runs and combos may be broken into trippers on the same day in order to
28 allow METRO to fill all work.

SECTION 5 – OPERATOR PICKS

A. At pick, seniority for all FTOs shall prevail in the selection of runs, reports and/or board positions, vacations, overtime trippers, bases, and RDOs.

B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All established practices and procedures for the Operator picks shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

C. METRO will determine the work, possible RDO combinations and the base from which work will originate.

D. The UNION will supply METRO with a signed, certified Operator seniority list three weeks prior to the first day of the pick. Copies of the pick schedule will be posted in each base and in the UNION office at least two weeks prior to the first day of the pick.

E. An FTO who wishes to select an assignment must select an assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

F. An FTO who has been unable to work for 30 days or more must be medically released for full duty effective the first day of the shakeup to be on the pick schedule. Such Operator will not be allowed to pick an assignment except by mutual agreement between the PARTIES.

G. An FTO who returns to duty without a picked assignment will be placed on an assignment mutually agreeable to the PARTIES.

H. The UNION shall be supplied a copy of the final work assignments to be used for the pick at least two weeks prior to the first day of the pick.

I. Copies of all assignment sheets showing the runs, reports, Extra Board positions, System Board positions and available RDO combinations will be posted in the pick room six days prior to the start of assignment selection. The UNION agrees to staff the pick room on weekend days.

J. Each Operator shall have two consecutive RDOs, or in case of a 4/40 Operator three consecutive RDOs, in every seven-day period, except when Operator shake-ups or move-ups make this impossible.

1 **K.** An FTO who selects Regular or Report Operator status shall select five
2 consecutive workday assignments. Each FTO's selections must be all runs or all reports and must be
3 exclusively day assignments or exclusively night assignments. If an FTO selects runs, there must be
4 at least eight hours off between assignments on consecutive days. If an FTO selects reports, there
5 must be at least eight hours off between assignments on consecutive workdays in addition to the
6 spread time. No FTO will be forced to pick an assignment of runs or reports which would result in
7 less than 10-1/2 hours off between consecutive workday assignments, or less than 56 hours off on
8 his/her two consecutive RDOs.

9 **L.** An FTO picking the System Board will select a position on the Day Board at each
10 of the operating bases, except that the FTO may select one suburban area (North, East/Bellevue, or
11 South) for which the FTO does not have to select a board position; the number of exemptions for
12 each region will be limited to no more than one-half of the total number of System Board Operators.
13 System Board Operators will select an RDO combination which will be the same for every base at
14 which they work. System Board Operators will indicate their assignment priority for each base. The
15 maximum number of System Board positions posted will be 25. In no case will METRO assign more
16 than 13 System Board Operators to any operating base per pay period, with one exception, that being
17 Atlantic Base during the first three pay periods of each payroll year.

18 **M.** An Operator shall report to the pick room at least 20 minutes before his/her pick
19 time, receive instructions and use this time to examine available work assignments. No Operator
20 shall be compensated for time spent in the selection process, unless it is during his/her regular work
21 hours.

22 **N.** UNION representatives shall be present during picks.

23 **O.** An Operator, who fails to appear at his/her scheduled pick time and who does not
24 notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected for
25 him/her by the UNION representative. The UNION representative shall make an effort to select an
26 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
27 not be subject to the grievance/arbitration procedure.

28 **P.** When a new operating base opens or an existing operating base closes and that

1 base has/had Operator assignments, a system-wide pick will occur.

2 **Q.** Group D Operator vacations will be selected at the FTO pick. A Group D
3 Operator working a PTO assignment shall waive his/her right to select assignments at the FTO pick
4 and shall select his/her assignment, by seniority, after all PTOs have picked. S/he may exercise the
5 right to submit a current work restriction form.

6 **R.** Each FTO must pick a Regular, Report, Extra Board or System Board assignment
7 which is compatible with any existing medical restrictions s/he has on file with METRO. Failure to
8 do so will result in forfeiture of the FTO's daily or assignment guarantee for each day on which the
9 FTO has picked an incompatible assignment, unless no work is available within the FTO's
10 restriction.

11 **S.** A Regular Operator who has Sunday off may pick a vacant Sunday assignment, by
12 seniority, for work on any Sunday-schedule holiday. This selection will take place at the base after
13 the FTO pick and after Report and vacation relief Operators have made their selections. If vacant
14 Sunday assignments are still available, they may be offered for pick by seniority to all FTOs at the
15 base whose RDO falls on the holiday.

16 **SECTION 6 – MOVE-UPS**

17 **A.** If regular or report assignments become vacant, less senior FTOs at the base may
18 request a move-up.

19 **1.** An FTO who moves up must pick the entire assignment of the FTO who
20 vacated the run or report. If a Regular Operator moves up to a report assignment, such Operator will
21 be placed on the board position of the FTO who vacated the report assignment.

22 **2.** An Extra Board Operator who moves up to a report assignment will remain
23 on his/her picked board position.

24 **B.** If new Day Board RDO combinations or board positions become available, Day
25 Board Operators at the base who could not have picked these RDO combinations or board positions
26 may request a move-up; such move-up will be limited to the Extra Board Operators.

27 **C.** Assignments of FTOs who have transferred to RAIL for training as Streetcar or
28 Rail Operators will not be considered vacant until the FTO has been certified as a Streetcar or Rail

1 Operator.

2 D. FTO move-ups will be conducted only when they can be implemented at least 28
3 days prior to the end of the current shake-up.

4 E. System Board Operators shall not participate in move-ups.

5 F. Move-ups will be conducted by shop stewards at the affected base at the direction
6 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
7 grievance/arbitration procedure.

8 **SECTION 7 – SELECTING VACATIONS**

9 A. FTOs who choose, or are forced by METRO, to pick vacation in the final weeks of
10 the Fall shake-up, will pick such vacation at the Fall pick. FTOs who choose to pick vacation during
11 the other weeks of the year will pick such vacation at the January pick.

12 B. Vacations may be split into periods of one or more full weeks. If an Employee's
13 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in
14 one period.

15 C. FTOs may pick only one prime time vacation per year. METRO shall determine
16 the number of vacations offered in each period. Each year, METRO shall furnish the UNION with a
17 list of vacation periods.

18 D. The UNION shall determine the prime periods for the following year and inform
19 METRO of their determination in writing in advance of the first day of the fall pick of the current
20 year.

21 E. Future pick and shake-up dates occurring during the vacation periods that
22 Operators can select at the current pick shall be posted in the pick room by METRO.

23 F. After a vacation relief has been assigned to an Extra Board Operator, there shall be
24 no changes in vacation unless the Operator who is assigned the vacation relief agrees.

25 G. An Operator may, with METRO approval, change his/her vacation at the base to a
26 period which s/he did not have the seniority to pick provided the available period(s) are posted at
27 least one week in advance.

28 **SECTION 8 – EXTRA BOARD**

1 A. Each base shall have a Day Extra Board (Day Board) to fill open assignments, any
2 special work, and overtime assignments according to the overtime assignment process. Bases having
3 night work shall also have a Night Extra Board (Night Board) for the same purposes. Day and Night
4 Boards shall be open for selection at pick by all FTOs by seniority. FTOs may select any available
5 position on either Extra Board.

6 B. During a shake-up, any newly hired FTOs shall be placed four positions up from
7 the bottom of the Day Board. Selection of position shall be by seniority.

8 C. For System Board assignments, METRO will determine the number of positions at
9 each base during each biweekly pay period. Each Operator shall list bases in order of preference.
10 METRO will assign Operators to bases for each biweekly pay period, honoring preferences
11 according to seniority. During the biweekly pay period the System Board Operator will fill the
12 position on the board that s/he selected at pick and will be assigned work according to the assignment
13 provisions of this Section.

14 D. All work assigned to an Extra or System Board Operator as part of his/her regular
15 workday assignment will be within a spread of 13 hours unless voluntarily waived by the Operator or
16 in the case of an extreme emergency.

17 E. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
18 final until 2:00 p.m. If the Extra Boards are not posted by 4:00 p.m., each Extra or System Board
19 Operator assigned to that base who is available the following day will receive one hour of straight-
20 time pay, except in case of extreme emergency.

21 F. The Extra Boards shall be assigned according to the following rules:

22 1. All available work will be sorted into two categories as follows:

23 a. Category A shall include:

24 1) Straight day runs which quit at 8:00 p.m. or earlier.

25 2) Day reports which have a quit time of 10:00 p.m. or earlier

26 as determined by a 13-hour spread.

27 3) Combos which quit at 8:00 p.m. or earlier.

28 4) Tripper combinations which quit at 8:00 p.m. or earlier.

1 5) Tripper and report combinations which have a latest quit
2 time of 8:00 p.m. or earlier as determined by a 13-hour spread.

3 6) Special work which has an estimated quit time of 8:00 p.m.
4 or earlier.

5 **b.** Category B shall include:

6 1) Runs which quit later than 8:00 p.m.

7 2) Reports which have a quit time later than 10:00 p.m., as
8 determined by a 13-hour spread.

9 3) Combos or other combinations of work which quit later than
10 8:00 p.m.

11 4) Special work which has an estimated quit time of later than
12 8:00 p.m.

13 2. Category B assignments shall be assigned first, beginning with the Night
14 Board, from the bottom of the board, according to quit time, latest quit time assigned first.

15 **a.** If there are more available Operators on the Night Board than
16 assignments in Category B, then the remaining Night Board Operators shall be assigned Category A
17 work with the latest start time assigned first.

18 **b.** If there are fewer available Operators on the Night Board than
19 available assignments in Category B, then remaining Category B assignments shall be assigned to the
20 Day Board, latest quit first, from the bottom up.

21 3. Category A work shall be assigned next to the Day Board, from the top of
22 the board down, according to quit time, with the earliest quit assigned first.

23 4. Quit time of special work shall be estimated by METRO for the purpose of
24 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
25 time.

26 5. If two or more Operator assignments within the same category quit at the
27 same time, they shall be assigned as follows:

28 **a.** A run will be assigned before a report.

1 **b.** An assignment with more pay will be assigned before an assignment
2 with less pay.

3 **c.** If two assignments pay the same, the assignment with the lesser
4 amount of work including report time and travel time will be assigned first.

5 **d.** If two assignments pay the same and have the same amount of work
6 including report time and travel time, they will be assigned at the discretion of METRO.

7 **6.** If the number of Extra and System Board Operators available for work on a
8 regular workday is greater than the number of available runs, reports and special work which fits the
9 definition of a run, then tripper combinations may be inserted in the assignment sequence according
10 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
11 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
12 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
13 minutes or less will be paid straight-through. To be paid, an Operator must submit complete and
14 accurate reports.

15 **7.** If the number of Extra and System Board Operators available for work on a
16 regular workday is less than the number of available runs, reports and special work which fits the
17 definition of a run, runs may be taken out of the assignment sequence. The runs to be removed from
18 the assignment sequence will be combos, late day runs with a quit time from 6:01 p.m. to 8:00 p.m.,
19 and early quit relief runs with a quit time of 8:01 p.m. to 9:59 p.m., in that order.

20 **8.** All weekday pieces of work open before the Extra Board's 10:00 a.m.
21 cutoff will be assigned to Full-Time Extra and System Board Operators, who are qualified and
22 available, as a regular assignment. Any remaining work, except part-time trippers, will be assigned
23 first according to the overtime assignment sequence, then to PTOs on the Additional Tripper List,
24 except as prohibited in this AGREEMENT. Part-time trippers will be assigned first to the Additional
25 Tripper List, then to FTOs according to the overtime assignment sequence in Section 10, Paragraph
26 D.

27 **9.** On holidays, an Operator left without an assignment shall receive the day
28 off at holiday pay. All Operators in a base who request the holiday off via the day off book will be

1 excused before any Operator in the same base is forced to take the day off.

2 **10.** An Operator who is qualified in accordance with Section 12, but who is
3 not qualified on the specific assignment s/he would normally receive, shall be passed over until the
4 first assignment for which s/he is qualified becomes available. If work is not available to match an
5 Operator's qualifications, the Operator shall be placed on report and may be sent out to qualify. The
6 eight-hour guarantee shall apply for that day. If the last Operator available does not qualify for the
7 last assignment available in the assignment sequence, then the next latest quit assignment for which
8 that Operator qualifies shall become his/her assignment for the day and the remaining Operators shall
9 be assigned in the normal sequence. This process may be repeated until the last available Operator is
10 qualified on the last available assignment.

11 **11.** Any Extra or System Board Operator who receives an assignment out of
12 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
13 time pay, except in case of extreme emergency. Any FTO who receives an overtime assignment out
14 of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
15 assignment s/he should have had or the assignment s/he received, whichever is greater.

16 **12.** The following provisions shall apply to Extra Board Operators who
17 choose vacation reliefs:

18 **a.** Extra Board Operators, except Report Operators and System Board
19 Operators, may request to work the runs or reports of FTOs who are on vacation, sick leave,
20 industrial injury, disability leave, or unpaid leave of absence of one week or more. Vacant runs or
21 reports may be picked as vacation reliefs until they are filled by a move-up. An Operator will be
22 allowed to pick vacation reliefs only on assignments that have the same RDOs as the Operator.
23 Operators will pick this work by seniority.

24 **b.** An Extra Board Operator shall be qualified prior to the effective
25 starting date of the vacation relief.

26 **c.** For a Sunday-schedule holiday, all Extra Board Operators who
27 regularly work that day, and who are working vacation reliefs which have no Sunday assignment,
28 shall pick from all vacant Sunday assignments available after Report Operators have picked.

1 d. When a vacation relief assignment ends, the Extra Board Operator
2 shall revert to his/her regular picked position on the Extra Board without any penalty to METRO.
3 This Operator then becomes eligible for the next available vacation relief, or remainder of an
4 unpicked vacation relief, according to seniority.

5 e. Extra Board overtime policies remain unchanged.

6 f. An Extra Board Operator picking a vacation assignment must work
7 the entire vacation assignment, not including any picked RDO overtime, except as provided in
8 Subparagraph d.

9 13. If an Extra or System Board Operator's normal sequence assignment
10 conflicts with his/her partial absence or non-driving assignment, then such Operator will be given an
11 assignment which is not a straight run and which has a quit time within one hour of his/her normal
12 sequence assignment. METRO will attempt to maximize straight-time paid work hours for such
13 Operator.

14 G. No Operator's RDO shall be cancelled or changed without the consent of the
15 Operator, except in extreme emergency. Each Extra and System Board Operator shall have a
16 minimum of 56 hours off for his/her two consecutive RDOs.

17 H. Any Extra or System Board Operator may request to add or remove a guarantee of
18 10-1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
19 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra or System Board
20 Operator requesting the 10-1/2 hours off between consecutive days' assignments and who would not
21 receive 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment
22 sequence, and will receive the first available assignment after his/her 10-1/2 hours off.

23 I. An Extra or System Board Operator who, for any reason, does not receive his/her
24 requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the
25 completion of the day's assignment. An Operator electing to pass up will report to the base after
26 his/her 10-1/2 hours off, unless notified to report later.

27 J. An Extra Board Operator may be assigned work at other bases, when necessary to
28 balance available work, subject to the following:

1 1. At each pick, a volunteer list of Extra Board Operators willing to accept
2 interbase transfers will be established.

3 2. An inter-base transfer assignment will not adversely affect the quit time
4 sequence of the Extra Board for the following day.

5 3. An Inter-base Transfer Operator may qualify on any major route at the
6 base(s) s/he has volunteered for and will be paid at the applicable rate.

7 4. Each Inter-base Transfer Operator will be assigned overtime according to
8 his/her pick option, at his/her home base.

9 **K.** Except as provided in Paragraph J, no Extra Board Operator will be required to
10 qualify on routes not regularly assigned to his/her operating base.

11 **L.** System Board Operators will not be assigned to Report during the daily
12 assignment process.

13 **SECTION 9 – REPORT OPERATORS**

14 **A.** Report times will be posted and selected at the FTO pick.

15 **B.** FTOs shall pick reports according to the open pick system.

16 **C.** An FTO picking reports must be qualified on 75% of all routes from his/her picked
17 base by the first day of the shake-up. S/he must be qualified on all routes and foreign routes from
18 that base, except for Center Park, 30 days after the effective date of the shake-up. No Report
19 Operator will be required to qualify on routes not regularly assigned to his/her picked operating base.

20 **D.** Report Operators will be available for a spread of 13 hours and must accept all
21 work according to Report Operator work rules set forth in this AGREEMENT.

22 **E.** For a Sunday-schedule holiday, a Report Operator having a Sunday report and
23 who regularly works on that day will work his/her Sunday report. A Report Operator on his/her
24 regular workday without a Sunday report may choose to pick, by seniority, from all vacant Sunday
25 assignments or to revert to his/her position on the Extra Board for assignment.

26 **F.** METRO may adjust picked report times by a maximum of 30 minutes when a
27 change is needed. METRO shall give five days notice to an Operator whose report will be affected.
28 When changes adversely affect an Operator’s personal life or impose serious hardship in reporting to

1 work, the Operator may request that the base supervisor and the UNION review the matter.

2 **G.** An Operator may voluntarily waive his/her 13-hour spread. An Operator may not
3 waive the eight continuous hours off. The maximum spread will be 16 hours. A Report Operator
4 who waives his/her 13-hour spread must still be available for his/her regular shift the next day.

5 **H.** Except as otherwise provided in this AGREEMENT, all time served on report
6 shall be paid. Any Operator required to report shall receive a minimum of two and one-half hours
7 pay. However, an Operator serving on report shall be considered on report, regardless of assignment,
8 until released. Two and one-half hours shall be paid when released from report and assigned work
9 starting more than two and one-half hours after reporting. At the completion of an assignment, an
10 Operator may be released or assigned to further duties. If report time and tripper time are
11 consecutive, report time will be used to make up the tripper guarantee. Report time will stop at the
12 beginning of pay time.

13 **I.** At the beginning of each shake-up, METRO shall define the number of report
14 positions and the report time of each position. Additional report assignments may be added at the
15 discretion of METRO, provided that any assigned or picked report shall not share the same report
16 time. If METRO determines that it is necessary to continue these additional report times for the
17 remainder of the shake-up, they will be subject to a move-up.

18 **J.** The Operator with the earliest first report time gets the first piece of work that is or
19 becomes available within his/her 13-hour spread, except in cases of emergency. If the assignment is
20 less than eight hours work time, the Operator may be assigned additional work within the terms of
21 this AGREEMENT. When assignments have the same quit time, the rules of Section 8, Paragraph
22 F.5 also apply to Operators on report. FTOs on late report follow the last Report Operator and the
23 last Operator on pass-up. When necessary for a Report Operator to be assigned work at another base,
24 s/he shall be paid straight through until the start of the assignment and shall be paid actual travel time
25 back to the original base.

26 **K.** At the discretion of the Base Dispatcher/Planner, assignments that become
27 available for Report Operators may be broken up, if necessary, to keep service in operation.

28 **L.** Work available at the time a Report Operator is released from an a.m. assignment

1 may be assigned at that time for the remainder of the day at the discretion of the Base
2 Dispatcher/Planner.

3 **M.** An Operator on paid report, who is not qualified but who has met the qualification
4 requirements contained in Paragraph C, will be passed over and, if no further work opens for which
5 s/he is qualified, will not lose his/her eight-hour guarantee for that day.

6 **N.** An Operator required to serve on report on a Sunday or Sunday-schedule holiday,
7 shall serve continuous report until given work or released for the day. An Operator who has picked a
8 Saturday report shall serve continuous report until given work or released for the day.

9 **O.** Should an Operator who has picked a regular report, and another Operator who
10 has a non-regular report share the same initial report time, the Operator who must be off earliest will
11 be first up. If both Operators must be off at the same time, the Operator with the regular report will
12 have first right of refusal for the assignment. Should two or more Extra Board Operators have the
13 same initial report time, the most senior Operator will have first right of refusal on an available
14 assignment.

15 **P.** No Report Operator will be required to work prior to report time.

16 **Q.** A Report Operator with a partial absence or non-driving work assignment that is
17 within his/her 13-hour spread will be removed from his/her report and given an assignment that starts
18 no earlier than the start time of his/her report assignment and has a scheduled quit time within his/her
19 normal spread or within 13 hours of his/her non-driving work assignment, whichever is earlier.
20 METRO will attempt to maximize straight-time paid work hours for such Operator.

21 **R.** METRO shall determine which report positions at the applicable base shall be
22 required to qualify on Center Park and will post this information in the pick room. An Operator who
23 picks such a position and fails to qualify on this service will remain on his/her picked report for the
24 shake-up, but will be required to qualify on such service before again picking such a report. If an
25 Operator fails to qualify on this service, s/he will be given an additional opportunity to qualify prior
26 to the next FTO pick.

27 **SECTION 10 – OVERTIME**

28 **A.** All hours worked in excess of eight hours in the scheduled workday or work on a

1 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the
2 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified
3 in this AGREEMENT.

4 **B.** Any FTO working a regular run on his/her RDO shall be paid for eight hours at the
5 overtime rate or for actual overtime hours worked, whichever is greater. An FTO who works two
6 separate and complete runs on the same day will be paid such guarantee for each run. An FTO
7 assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed a minimum for
8 the day of two hours and forty minutes pay at the overtime rate.

9 **C.** All runs shall be assigned and every available Operator shall have work before any
10 overtime assignment is made.

11 **D.** If overtime is available it shall be assigned by seniority with the greatest pay time
12 first, according to the following sequence. For the purpose of this Paragraph, a System Board
13 Operator will be considered an Extra Board Operator at the base s/he is currently assigned:

- 14 1. Extra Board Operators on regular workday, within spread.
- 15 2. Extra Board Operators and Report Operators on an RDO.
- 16 3. Regular Operators on regular workday.
- 17 4. Regular Operators on an RDO.
- 18 5. Extra Board Operators on regular workday voluntarily exceeding their
19 spread time, except as provided in Section 3, Paragraph O.
- 20 6. Extra Board Operators on regular workday and Report Operators who have
21 reverted to their positions on the Extra Board, forced in inverse order of seniority.

22 **E.** No FTO shall be required to work on his/her RDO. No Regular Operator shall be
23 assigned overtime work unless s/he volunteers for such work.

24 **F.** Any FTO volunteering for overtime shall be required to work the overtime
25 assigned.

26 **G.** An Extra or System Board Operator may request to add or remove overtime
27 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
28 Operators who remove overtime availability may be assigned overtime only in accordance with

1 Paragraph D.6.

2 **H.** A Regular Operator may request to be added to or removed from the overtime list
3 by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective
4 Saturday.

5 **I.** Any FTO, having completed a scheduled run of less than eight hours, who is used
6 for any purpose whatsoever, not in connection with his/her completed run, shall be paid his/her eight
7 hours and shall be paid at the overtime rate for all additional time worked. This shall apply also to
8 time worked due to failure of a road relief or to additional work assigned by a Supervisor. Such time
9 will not reduce the spread pay of the run.

10 **J.** METRO shall post 275 weekday and Saturday overtime trippers each week, for
11 selection at pick according to the following:

12 **1.** A Regular Operator may select one overtime tripper per day, including
13 his/her RDO. An Extra Board Operator may select one overtime tripper for each RDO. System
14 Board Operators may not pick overtime trippers.

15 **2.** METRO shall determine the location of the trippers and the numbers
16 allocated to each base for the pick after consultation with the UNION Part-Time Pick Coordinator.

17 **3.** If all posted trippers are not picked, the balance shall be offered for pick at
18 the base to all FTOs, including Group D Operators and excluding System Board Operators, by FTO
19 seniority. An FTO may pick a second tripper per day at this time. An Extra Board Operator may not
20 pick a tripper on his/her regular day to work. Any remaining trippers shall be assigned according to
21 the work rules.

22 **4.** An FTO who has picked an overtime tripper will be assigned that tripper on
23 the day(s) picked unless excused.

24 **5.** An FTO may pick overtime trippers only at the base s/he picked.

25 **K.** METRO will maintain a minimum percentage of FTO overtime of at least 10.5%,
26 as measured on an annual basis. The annual percentage will be calculated by dividing total regular
27 overtime hours worked by total regular hours worked and reported to the UNION at the end of each
28 payroll year. Should METRO fail to maintain the specified percentage, the PARTIES will meet to

1 discuss an immediate remedy. Should the PARTIES fail to agree on a remedy, METRO will,
2 beginning with the Summer shake-up, reinstate the language in Articles 16.4.F.3 and 15.8.F.8 of the
3 labor agreement which expired on October 31, 2010.

4 **SECTION 11 – SPECIAL ALLOWANCES**

5 **A.** Ten minutes report time shall be paid at the applicable rate.

6 **B.** Thirty minutes straight-time pay shall be paid for the first report of each accident.

7 If an Operator is required to fill out a separate report by the state of Washington or a local police
8 department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer approves
9 the first accident report and the Operator is called in to fill out an additional report other than those
10 for the State of Washington or local police departments, an additional 30 minutes straight-time pay
11 shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid
12 for the first report of each accident involving a collision with another vehicle in which both vehicles
13 are moving or in any collision with a pedestrian.

14 **C.** The following straight-time premiums shall be paid only when these reports cannot
15 be completed during platform hours. To be paid, an Operator must submit complete and accurate
16 reports:

- 17 **1.** Incident reports, except those involving Operator assaults – 10 minutes.
- 18 **2.** Incident reports involving Operator assaults – 20 minutes.
- 19 **3.** Bus Vandalism reports – 5 minutes.
- 20 **4.** Found tags – 5 minutes.
- 21 **5.** Operator Request slips – 5 minutes.
- 22 **6.** Safety reports, when requested by a supervisor – 5 minutes.
- 23 **7.** Service reports, when requested by a supervisor – 5 minutes.

24 **D.** An FTO who is not on report shall be paid a minimum of one hour straight-time
25 pay for a coach change.

26 **E.** One hour straight-time pay shall be paid to an FTO for each day spent instructing a
27 student.

28 **F.** If an FTO is working a tripper, extra or report, and the overtime rate applies, s/he

1 will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.

2 **G.** The minimum time paid, including report and travel time, for regularly scheduled
3 trippers, extras and specials assigned to FTOs shall be the equivalent of two and one-half hours
4 straight-time pay (one hour forty minutes overtime pay).

5 **H.** An Extra or System Board Operator, who works past a twelve-hour spread on a
6 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
7 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
8 hours.

9 **I.** Each FTO, who works a combo or frag having a spread longer than 10-1/2 hours,
10 and who would not be paid at the overtime rate under the provisions of this AGREEMENT, shall be
11 paid spread pay to increase the rate of pay to time and one-half for time in excess of 10-1/2 hours.

12 **J.** Road relief travel time shall be paid at the applicable rate based upon the maximum
13 time required for travel from the base to a relief point during the applicable period of the day.

14 **K.** Tripper storage travel time shall be paid at the applicable rate for the time
15 established for travel between the storage base and the home base and for waiting to either board a
16 shuttle or start a trip, whichever is applicable.

17 **L.** An Operator who is relieved on the road and is directed by METRO to return to
18 the base to submit an accident or incident report or a found item will be paid travel time at the
19 applicable rate.

20 **M.** System Board Operators will receive \$2.00 per hour premium pay for all hours
21 worked.

22 ***SECTION 12 – QUALIFICATION***

23 **A.** The Training Section will determine the standards and procedures required for
24 qualification on routes. The Training Section will determine the amount of time paid to qualify on
25 routes. A list will be posted at each base in the Operators' reporting area showing the amount of time
26 that will be paid for qualifying. When an Operator is assigned to qualify in a car or bus, s/he will
27 receive pay for actual time spent qualifying. The Training Section will determine what constitutes a
28 major route change that would necessitate requalification. The Training Section will keep a

1 permanent record of all route changes and whether such changes were minor or major. The most
2 recent major change and the three most recent minor changes on each route will be identified by date
3 in *The Book*. Pay for qualifying will be at the applicable rate. If the UNION disagrees with the
4 amount of qualification time, the PARTIES shall meet to resolve the issue.

5 **B.** An Extra Board Operator must be qualified on six major routes by the effective
6 date of shake-up and on all major routes at his/her picked base within 30 days after the effective date
7 of the shake-up. A System Board Operator must be qualified on three major routes, determined by
8 METRO, at each picked base by the effective date of shake-up and on all other major routes, within
9 60 days after the effective date of the shake-up. A “major route” shall mean a route or route group
10 which has at least 40 hours per weekday of scheduled platform time at a specific base. After being
11 given seven-days notice, an Operator not qualified on routes, as required in this AGREEMENT, may
12 lose his/her daily guarantee and may not be permitted to work until s/he complies with the
13 qualification requirements specified in this AGREEMENT. If a base does not have six major routes,
14 then any Extra Board Operator at that base must qualify on at least six routes, including all major
15 routes by the effective date of the shake-up. If the base does not have six routes s/he must qualify on
16 all routes at the base.

17 **C.** An Extra or System Board Operator also may qualify on and will be paid for any
18 minor routes scheduled out of his/her picked base(s). In addition, METRO may assign Operators to
19 qualify on minor routes. A “minor route” shall mean a route or route group which has fewer than 40
20 hours per weekday of scheduled platform time at a specific base.

21 **D.** An Operator who has not operated a trolley, dual mode, articulated, or motor
22 coach, or in the tunnel for one year or longer, may request a refresher course. Having provided two
23 days notice, such Operator will not be required to drive in such facility/equipment until s/he has
24 completed the refresher course. At each Operator pick, an Operator seeking coach qualification other
25 than Center Park may sign a list indicating his/her desire to qualify on equipment operating from
26 his/her picked base. METRO will schedule training for such Operators within a reasonable length of
27 time. METRO also will provide training within a reasonable length of time on new equipment
28 introduced to a base for those Operators desiring such training.

1 **E.** The date an Operator qualifies on a route shall be recorded and shall be updated
2 for any shake-up in which that Operator has driven that route. An Operator may request
3 disqualification, with a two-day notice, on any route s/he has not driven in the previous five years or
4 on any route which has undergone three minor changes since s/he last drove it. All Operators will be
5 disqualified when a route undergoes a major change.

6 **F.** At the discretion of the Base Dispatcher/Planner, an Extra Board or System Board
7 Operator may be assigned to qualify in addition to a straight run.

8 **G.** An Extra or System Board Operator who would receive a combo or tripper
9 assignment in his/her normal sequence may be taken out of sequence and given an assignment which
10 allows time for qualifying on routes. Such Operator will not be assigned a straight run when taken
11 out of sequence to qualify.

12 **H.** An Extra Board Operator who is qualified on the least number of routes in a base
13 may be pulled out of assignment sequence and assigned to qualify.

14 **I.** A System Board Operator may be assigned to qualify as part of his/her daily
15 guarantee.

16 **J.** Minor changes affecting routes in a base shall be posted in an appropriate
17 accessible location in the Operator reporting area. All Operators shall be responsible for being
18 familiar with those changes affecting routes on which they have qualified.

19 **K.** A Regular Operator desiring to qualify on routes in order to be eligible for
20 overtime on those routes may qualify at the applicable rate of pay on any major or minor routes at
21 his/her picked base. An Operator will be paid for qualifying on a route only if s/he is qualified on the
22 equipment/facility necessary to operate that route.

23 **L.** Any Operator picking a run/base which requires coach/tunnel qualification must
24 have successfully completed the appropriate training before the effective date of shake-up, unless
25 METRO is unable to provide training. The appropriate training will be scheduled by METRO to
26 meet the requirement. Operators will be responsible for requesting this training.

27 **M.** Trainees on Center Park will be selected by the base supervisor/designee from
28 Extra Board Operators on a volunteer basis.

1 N. An FTO who fails to qualify on his/her picked assignment or equipment will be
2 placed on an assignment or Extra Board position mutually agreed by the PARTIES, to be consistent
3 with his/her seniority, until the next shakeup.

4 O. System Board Operators will be required to qualify on the tunnel and all
5 equipment designated by METRO.

6 **SECTION 13 – UNIFORMS**

7 A. Upon completion of training and after qualification, a newly hired Operator shall
8 be issued four shirts, three pairs of pants/shorts, one sweater, and one parka. Thereafter, the uniform
9 allowance shall be available annually on the Operator’s anniversary date.

10 B. A uniform allowance of twelve times the top step Transit Operator wage rate on
11 January 1 of each year shall be available annually on each Operator’s qualification date. The uniform
12 allowance may be used only to purchase authorized uniform items. An Operator who does not pick
13 an assignment and who is not required to be in uniform will have his/her uniform allowance for the
14 following year reduced by one-third of the annual allowance for each shake-up on such status.

15 C. An Operator who moves from part-time to full-time status, or vice versa, will
16 continue to receive his/her uniform allowance on his/her original qualification date.

17 D. Uniform allowance balances may be carried over if unused. An Operator’s
18 accrued allowance may not exceed 25 times the top step Transit Operator wage rate that will be in
19 effect on January 1st immediately following the effective date of this AGREEMENT.

20 E. Operators are required to be in uniform while on duty. When uniform garments
21 are not available, an out of uniform slip will be given to the Operator by the Supervisor before the
22 Operator goes on duty. Uniform items with insignia shall be worn only to and from work and while
23 on duty. UNION garments and other items with ATU insignia approved by METRO shall be
24 considered acceptable uniform attire.

25 F. Footwear designated by METRO may be purchased with the uniform allowance.
26 Footwear must meet the current standards of uniform footwear for Transit Operators.

27 G. All uniform items will be union made, unless mutually agreed between the
28 PARTIES.

ARTICLE 16: PART-TIME TRANSIT OPERATORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A “Part-Time Transit Operator (PTO)” shall mean a person employed by METRO on a continuing basis, whose regularly scheduled assignment is a tripper, which is guaranteed a minimum of two hours and thirty minutes straight-time pay, or a DTA, which is guaranteed a minimum of four hours and forty minutes straight-time pay.

SECTION 2 – SPECIAL CONDITIONS

A. METRO shall offer all new FTO positions to qualified PTOs, provided there are sufficient qualified applicants. Seniority shall determine the order of selection, provided the PTO’s most recent twelve-month work record does not exceed METRO’s probationary standards for PTOs, with the exception that a minor infraction that does not result in discipline as defined in this AGREEMENT will not be used in determining the PTO’s qualification. PTOs with less than one year of service will be evaluated on a pro-rated probationary standard. A major infraction within the 24 months preceding the offer may result in disqualification.

B. METRO reserves the right to rehire former METRO FTOs to vacant FTO positions independent of the formal FTO recruitment process.

C. Should the guarantee described in Paragraph A result in failure to meet METRO’s Affirmative Action objectives, the UNION agrees to meet and negotiate appropriate adjustments to the guarantee.

D. METRO will determine the standards to be met by FTO trainees. An Operator who fails to meet such standards will be returned to the PTO position.

E. An Operator who retires and is rehired as a PTO within one year of his/her retirement will not be required to serve a probationary period. However, any retired Operator not meeting rehire standards may, at METRO’s discretion, be rehired and required to serve a probationary period.

SECTION 3 – GENERAL CONDITIONS

A. The provisions of Article 15, Section 3, Paragraphs A, B, C, D, F, G, H, I, J, M, O and P shall also apply to PTOs.

1 **B.** Each day at each base, METRO guarantees that for every 55 PTOs normally
 2 scheduled to work, rounded to the nearest 55, one PTO shall be excused from his/her assignment.
 3 However, the guarantee shall be at least two each day for any base with PTOs. These guarantees
 4 shall not apply in cases of extreme emergency. A PTO granted time off via the day off book may
 5 request payment from his/her available vacation balance.

6 **SECTION 4 – WORK ASSIGNMENTS**

7 **A.** A new PTO will be given a specific assignment by METRO until the next shake-
 8 up.

9 **B.** No PTO will be allowed to work on Saturday or Sunday. A PTO will work on a
 10 holiday only when his/her picked tripper is scheduled to be in service. On Sunday-schedule holidays,
 11 a PTO will be limited to working his/her picked tripper only. Each PTO must be scheduled off work
 12 by 8:30 p.m. and will not be allowed to work an assignment that starts prior to 3:45 a.m. PTOs may
 13 work outside the hours and days specified in this Paragraph only for non-driving work assignments
 14 such as assigned training and route qualification.

15 **C.** PTOs shall not work runs, portions of runs, reports, specials, standbys, or extras
 16 except as identified in Paragraph F.5.

17 **1.** To avoid a cancellation of service, a PTO's assignment may be, with the
 18 PTO's consent, traded with an assignment on the dispatching call record which has been left vacant
 19 by a PTO, provided the sign-in time of such assignment is within 60 minutes of the sign-in time of
 20 the PTO's scheduled assignment for that day. Such Operator will be paid for time worked or his/her
 21 scheduled assignment, whichever is greater.

22 **2.** On the day of service, with METRO's approval, two PTOs may trade
 23 assignments. Such PTOs will be paid for actual time worked, or minimum assignment guarantee.
 24 Each such PTO will be limited to one trade per pay period.

25 **D.** METRO may combine a.m. and p.m. trippers to make one "dual tripper
 26 assignment (DTA)". These assignments may be made available at each pick to PTOs for selection by
 27 seniority, subject to the following conditions:

28 **1.** DTAs must:

1 a. Not exceed six hours and forty minutes in total pay time including
2 report and travel time.

3 b. Contain no more than one split.

4 c. Be within a spread time of 13 hours.

5 2. A PTO who picks a DTA will be guaranteed a minimum of four hours and
6 forty minutes straight-time pay for each set of a.m. and p.m. trippers worked.

7 3. If either an a.m. or p.m. portion of a DTA is not scheduled to operate, the
8 single tripper guarantee of two hours and thirty minutes shall apply to the remaining assignment.

9 4. No layoffs or reductions in hours will occur as a result of this Paragraph.
10 The conditions of this Paragraph will not be construed as full utilization of PTOs.

11 E. METRO will create no fewer than 220 PTO assignments which pay at least four
12 hours.

13 F. A PTO may request to be added to, or removed from, the Additional Tripper List
14 (ATL) at each pick or prior to 10:00 a.m. on Friday to be effective on Monday. Once on the ATL,
15 the PTO shall be available to work during the times s/he has listed and on any routes on which s/he is
16 qualified at the time of the assignment subject to the following conditions:

17 1. Assignment of work to the ATL will be in accordance with the provisions
18 of Article 15, Section 8, Paragraph F.8.

19 2. Each PTO's assignment shall be within a 13-hour spread, unless s/he
20 requests a shorter or longer spread. No PTO's assignment shall exceed a 16-hour spread.

21 3. PTOs shall be assigned additional trippers by seniority. A PTO may work
22 additional trippers only at the base s/he picks and shall receive no more than one ATL assignment per
23 day.

24 4. A PTO may be assigned to work halves of combos, specials and shake-up
25 reliefs after the work has been assigned to available FTOs in accordance with Article 15, Section 8,
26 Paragraph F.8. Such work will be assigned first to Full-Time Extra Board Operators, then via the
27 FTO overtime assignment sequence. Any remaining unassigned work may be assigned to the ATL.

28 5. If work is assigned out of normal rotation, the PTO who should have

1 received the assignment will receive pay equal to the difference in the amount of pay s/he would have
2 received had s/he worked the appropriate tripper, or pay for the assignment actually worked,
3 whichever is greater.

4 **G.** When a PTO's assignment has been modified temporarily due to a custom bus or
5 school change such that the custom bus or school trip(s) is no longer contiguous with the rest of the
6 assignment, such PTO will have the option of working the modified assignment or working his/her
7 reduced regular assignment.

8 **H.** If the start time and/or quit time of any assignment picked by a PTO is changed for
9 the remainder of the shake-up or the assignment is cancelled for the remainder of the shake-up, the
10 pay of the picked assignment will be guaranteed for the remainder of the shake-up. This guarantee
11 shall be cancelled if the PTO refuses an alternate assignment offered by METRO. If, due to a
12 verified personal hours restriction, a PTO cannot accept an alternate assignment offered by METRO
13 the guarantee shall remain intact.

14 **SECTION 5 – OPERATOR PICKS**

15 **A.** The UNION shall administer a PTO pick, which shall be held three times a year in
16 conjunction with the FTO pick.

17 **B.** Before the last assignment which fits a PTO's am/pm restriction is picked, the
18 PTO will be placed on that assignment, regardless of seniority. The UNION shall determine the
19 validity of restriction requests.

20 **C.** A PTO who wishes to select a work assignment may report to the pick 20 minutes
21 before his/her pick time, receive instructions, and use this time to examine available work
22 assignments. A PTO shall not be compensated for time spent in the selection process, unless it is
23 during his/her regular work hours.

24 **D.** A UNION representative shall be present during picks.

25 **E.** A PTO, who is unable to attend the pick, may leave an absentee pick form with the
26 UNION indicating his/her work preferences. Failure to do so will result in the UNION representative
27 selecting an assignment comparable, in start time, quit time, and base, to the assignment last selected
28 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

1 F. Each PTO must pick an assignment which is compatible with any existing medical
2 restrictions s/he has on file with METRO.

3 **SECTION 6 – MOVE-UPS**

4 A. Once per shake-up, the UNION will organize and conduct a PTO move-up at each
5 base. Additional move-ups may be conducted by mutual agreement.

6 B. All PTOs at the base will be eligible to participate in the move-up. Selection of
7 vacant work will be by seniority. The UNION will schedule the pick times.

8 C. A PTO may not select work out of another base, except as mutually agreed by the
9 PARTIES.

10 D. An assignment selected at a move-up via absentee pick will not be subject to the
11 grievance/arbitration procedure.

12 E. Available work, as determined by METRO, will be posted at least five days prior
13 to the move-up. No changes to the work will be made within the five days prior to the move-up date,
14 unless mutually agreed by the PARTIES.

15 **SECTION 7 – SELECTING VACATION AND ANNUAL LEAVE**

16 A. PTOs shall be subject to the vacation rights and responsibilities outlined in Article
17 9. A PTO who has completed twelve months of service shall be guaranteed an annual leave of
18 absence of up to 20 days until such time as s/he is eligible to pick vacation, and thereafter ten days
19 leave. However, a PTO who has more than twelve months of service but who is not eligible to take a
20 vacation during the calendar year shall continue to be eligible for up to 20 days of unpaid leave.

21 B. A PTO who accrued vacation hours in the prior payroll year may select five-day
22 (Monday – Friday) blocks of vacation at pick. Vacation selections shall be for only one shake-up at a
23 time. A request for a five-day block of vacation/leave submitted between picks must be submitted at
24 least 14 days prior to the starting date.

25 C. A PTO granted time off via the day off book or approved single-day
26 compassionate leave may request payment from his/her available vacation balance.

27 D. The minimum number of vacation days that a PTO may take will depend on the
28 Employee's total years of METRO service, as follows:

| Years of METRO service | Minimum Number of Days |
|------------------------|------------------------|
| 1 - 4 | 10 |
| 5 - 9 | 15 |
| 10 - 14 | 20 |
| 15 - 19 | 25 |
| 20+ | 30 |

1. For each day of vacation taken, the amount of vacation time paid will equal the length of the PTO's regular assignment for that day, provided there are sufficient hours in the PTO's vacation balance to cover the vacation.

2. If a PTO's vacation accrual is not sufficient to cover the minimum number of days, the PTO may elect to take fewer vacation weeks, or take the minimum days of vacation, being paid the full amount of his/her available vacation balance and taking the remaining time as approved unpaid leave.

E. Vacation will be paid at the PTO's current rate at the time vacation is taken. It is the PTO's responsibility to bring discrepancies in accruals to the attention of a base chief.

F. If a PTO has unused vacation at the end of the payroll year, all hours, except those authorized as carryover by Article 9, Section 4, Paragraph A will be cashed out.

G. Separate blocks of a.m. and p.m. vacation periods will be available for pick at each base. The number of periods available will be no less than 10% of the number of opposite (a.m. or p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m. and two p.m. vacation blocks shall be made available at each base. When a PTO whose assignment is a DTA picks vacation, s/he uses both an a.m. and a p.m. guaranteed period.

H. Vacation/leave trippers will be posted for pick twelve days prior to the start date. PTOs will be assigned to vacation/leave work by a rotating seniority bid system. Bids for vacation/leave work must be submitted at least seven days prior to the vacation/leave start date. The most senior PTO applying for the vacation relief, who has driven the least number of vacation reliefs

1 for the current shake-up, will be assigned. It is the responsibility of the picking PTO to be qualified
2 on any tripper assigned. Once a relief PTO is assigned, a vacation/leave may not be changed or
3 cancelled. In instances where two or more periods of vacation/leave are taken consecutively, each
4 week will be assigned separately.

5 I. When no PTO is available and assigned to guaranteed vacation work at least five
6 days prior to the first day of the vacation, the work will be assigned according to the normal
7 assignment sequence as specified in Article 15, Section 8, Paragraph F.8. When no PTO is available
8 and assigned to non-guaranteed vacation or annual leave work at least five days prior to the first day
9 of the leave, the vacation/leave may be postponed by METRO until such time as a PTO is available.

10 J. When a PTO's picked tripper does not operate for a week, s/he may pick one
11 vacation relief tripper as part of the normal rotating seniority bid system. When one or both picked
12 trippers of a PTO's DTA does not operate for a week, s/he may pick one vacation relief tripper as
13 part of the normal rotating seniority bid system.

14 **SECTION 8 – OVERTIME**

15 A. Any daily assignment in excess of eight hours, not including qualifying time or
16 holiday pay, shall be paid at the overtime rate of one and one-half times the existing straight-time rate
17 of pay.

18 B. All time worked in excess of 40 straight-time hours in a workweek shall be paid at
19 the overtime rate.

20 **SECTION 9 – SPECIAL ALLOWANCES**

21 A. The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also
22 apply to PTOs.

23 B. Thirty minutes straight-time pay shall be paid to PTOs for each day spent
24 instructing a student.

25 **SECTION 10 – QUALIFICATION**

26 A. The provisions of Article 15, Section 12, Paragraphs A, D, E, J and L, shall also
27 apply to PTOs.

28 B. PTOs who require route, equipment, coach, and/or tunnel qualification or other

1 training as a result of a PTO pick or move-up must arrange to qualify before the effective date of the
2 assignment and will be paid at the applicable rate of pay. For a move-up, METRO will determine the
3 number of equipment/facility qualification slots available. When all slots are filled, a PTO not
4 qualified on such equipment/facility may not move to an assignment that requires such qualification.

5 C. A PTO required by METRO to change trippers will be paid to qualify at the
6 applicable rate. A PTO qualifying on his/her picked work on an assigned vacation/annual leave relief
7 assignment will be paid at the applicable rate. METRO will determine the qualification
8 requirements.

9 D. PTOs will be paid at the applicable rate to qualify in order to work the ATL
10 subject to the following:

11 1. A PTO will be paid to qualify only on routes that can be assigned within
12 his/her ATL availability.

13 2. A PTO must be available for such routes on the ATL three or more days per
14 week in order to receive qualification pay.

15 3. A PTO will be paid only for qualifying on a route if s/he is qualified on the
16 equipment/facility necessary to operate that route.

17 E. A PTO who fails to qualify on his/her picked assignment or equipment will be
18 placed on an assignment mutually agreed by the PARTIES, to be consistent with his/her seniority,
19 until the next shake-up.

20 **SECTION 11 – UNIFORMS**

21 PTOs shall receive the same uniform allowance and be subject to the same conditions as
22 FTOs as described in Article 15, Section 13.

23 **SECTION 12 – VASHON ISLAND SERVICE**

24 A. “Vashon Operators” consist of the PTO who was hired to operate Vashon Island
25 service prior to January 1, 1990, and those PTOs who pick Vashon Island assignments.

26 1. The PTO hired prior to January 1, 1990, to operate Vashon assignments is
27 grandfathered onto Vashon assignments and will not be bumped from Vashon assignments due to his
28 seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will forfeit

1 all rights to grandfathered status.

2 2. Each Vashon Operator must maintain a residence on Vashon Island.
3 Failure to do so will result in removal from a Vashon assignment. A Vashon Operator shall inform
4 METRO as soon as s/he knows s/he will be moving off Vashon Island.

5 3. A Vashon Operator must be available and qualified to work any Vashon
6 assignment unless s/he is on an authorized absence from work.

7 4. A Vashon Operator must install or remove chains as necessary.

8 5. Restrictions in this AGREEMENT on spread, start and quit times, vacation
9 relief and ATL limits do not apply to Vashon work assignments.

10 6. A Vashon Operator who fails to meet the terms and conditions of this
11 Section may be removed from Vashon service.

12 7. Vashon Operators and their vacation requests will not count as part of the
13 Section 7, Paragraph G, base vacation minimum guarantee.

14 8. Vashon Operators will be allowed to call by phone to have their name
15 placed in the day off book and/or personal holiday book.

16 **B.** To be eligible to pick a Vashon assignment, a PTO must not have had more than
17 one unexcused absence or two misses of any kind (including unexcused absences) during the
18 previous twelve months. METRO will inform the PTO and the UNION if a current Vashon Operator
19 becomes ineligible.

20 **C.** If a temporary vacancy occurs, it will be assigned via the Vashon ATL per
21 Paragraph E. If a permanent vacancy occurs it will be filled by a system-wide move-up. Until the
22 system-wide move-up is concluded, the vacancy shall be filled as a temporary vacancy.

23 **D.** Operators who live on Vashon Island may sign up for the Vashon ATL. All ATL
24 assignments will be offered first to Vashon Operators, by rotation, and then to PTOs on the Vashon
25 ATL, by rotation.

26 **E.** All vacation/annual leave reliefs will be offered first to Vashon Operators. Work
27 which cannot be filled by Vashon Operators may be picked by PTOs on the Vashon ATL. Vashon
28 Operators may share vacation/annual leave relief work as mutually agreed among Vashon Operators.

1 An Operator who is assigned Vashon work in an emergency may, at his/her request, be removed from
2 his/her regular assignment while working a Vashon assignment.

3 F. Any Section or provision of this Article which is not in conflict with the provisions
4 of this Section, shall also apply to Vashon Operators.

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ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Vehicle Maintenance Employees” shall mean all Employees in the following job classifications:

- Assistant Utility Service Worker
- Electronic Technician
- Equipment Dispatcher
- Equipment Painter
- Equipment Service Worker – Stores Driver
- Equipment Service Worker
- Lead Electronic Technician
- Lead Equipment Painter
- Lead Equipment Service Worker
- Lead Maintenance Machinist
- Lead Mechanic
- Lead Sheet Metal Worker
- Lead Transit Parts Specialist
- Lead Purchasing Specialist
- Lead Vehicle Upholsterer
- Maintenance Machinist
- Mechanic
- Mechanic Apprentice
- Metal Constructor
- Millwright
- Paint Preparation Technician
- Purchasing Specialist
- Purchasing Specialist-NRV
- Senior Stores Clerk

- 1 • Sheet Metal Worker
- 2 • Transit Parts Specialist
- 3 • Utility Service Worker
- 4 • Vehicle Damage Estimator
- 5 • VM Technical Information Process Specialist III
- 6 • VM Technical Information Process Specialist III - Stores
- 7 • Vehicle Upholsterer

8 **SECTION 2 – GENERAL CONDITIONS**

9 A. METRO shall not adopt time estimates contained in flat-rate mechanics books for
10 scheduling or evaluation purposes. METRO work standards are exempted from this provision.

11 B. Prior to installing electronic time clocks in the Vehicle Maintenance workplace,
12 METRO will notify the UNION and discharge any bargaining obligation that is mandated by law.

13 C. METRO wreckers and shop trucks shall carry an additional Mechanic when
14 necessary for trouble calls. For safety purposes, an Employee cannot be required to go out in a
15 wrecker unassisted.

16 D. A Utility Service Worker (USW) who agrees to drive a vehicle in the performance
17 of his/her fundamental duties, who acquires a Washington state Class B CDL, and who successfully
18 completes METRO's driver training, will have an additional \$1.00 per hour added to his/her base
19 USW wage rate for all hours worked. Such Employee also will be subject to METRO's Accident
20 Point System and federally mandated random drug/alcohol tests. A USW who is earning a \$.70
21 premium as of November 1, 2004, and who fails to get a CDL will continue to be paid the \$.70
22 premium as long as s/he continues in that classification. A USW who fails to maintain his/her CDL
23 shall lose his/her premium pay.

24 E. METRO will endeavor to schedule changes to chief and Lead work assignments to
25 coincide with the pick posting. If there is chief or Lead personnel movement that does not coincide
26 with the pick posting, the PARTIES will meet to discuss the need for a shake-up or move-up.

27 F. In addition to the conditions listed in Article 6, Section 3, METRO shall post all
28 opportunities for Vehicle Maintenance detail/special projects, In-Plant Bus Inspectors and any long-

1 term upgrade opportunities for a minimum of 20 days and provide the UNION with copies of all
2 postings. If more than one person is needed for the special assignment, those wishing to apply who
3 meet the qualifications of METRO will be placed in a pool, in seniority order, and be rotated through
4 the position.

5 **SECTION 3 – WORK ASSIGNMENTS**

6 **A.** The workweek shall consist of five consecutive days, except when an Employee’s
7 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
8 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
9 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
10 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
11 Article 13.

12 **B.** A new Employee shall be assigned by METRO until the next pick or move-up.

13 **C.** Assignment of specific duties on any shift shall be at the discretion of METRO.

14 **D.** For the purposes of the pick and subsequent work assignments, the graveyard shift
15 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
16 swing shift shall be considered the third.

17 **E.** Should it become necessary to alter a shift during a shake-up and such alteration
18 imposes a serious hardship on an Employee, or should an Employee have a serious hardship or
19 request for accommodation, which requires an alteration in the start or quit times of a shift, such
20 Employee may request that METRO consider their request. METRO will then contact the UNION to
21 review the matter. Alterations to Employees’ start or quit times shall be made by mutual consent of
22 the PARTIES.

23 **F.** For holiday work assignments, METRO will determine the staffing needs for each
24 shift. When METRO has determined which classifications will be required to work, Employees in
25 those classifications will be offered the holiday assignment in seniority order, first to Employees that
26 are scheduled to work that day as part of their regular work assignment. If after offering the holiday
27 assignment, by seniority, to Employees who are regularly scheduled to work that day and there are
28 more assignments available, it will then be offered to Employees on their RDO until assignments are

1 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
2 Employees that are scheduled to work that day as part of their regular work assignment.

3 **SECTION 4 – ROVER AND VOLUNTEER ASSIGNMENTS**

4 **A.** The assignment of volunteers is governed by the following rules:

5 **1.** If a vacancy/assignment occurs, METRO may fill the vacancy/assignment
6 by offering the assignment in seniority order to a volunteer at the base from a different shift, then to a
7 volunteer from another base. METRO will post a volunteer sign-up list at the beginning of each
8 shake-up to be used for the assignment of volunteers.

9 **2.** If no volunteer is available, METRO will assign the work to a rover in
10 accordance with the language in this Section.

11 **3.** All language in this Section which applies to rovers, also will apply to
12 volunteers.

13 **B.** METRO will identify rover positions by classification. The maximum number of
14 rover positions for any classification is one rover position for each base. When not filling a rover
15 assignment, the RDOs for all rover pick positions will be Saturday and Sunday, as identified on the
16 pick sheets. METRO is limited to one rover in the classifications of 35 Employees or less.

17 **C.** These rovers will be used by the immediate supervisor to the best advantage of
18 METRO. METRO retains the right to change the assignment of any rover to any combination of
19 base, shift, or RDO.

20 **D.** Rover assignments will be a minimum of five days. If a rover is still filling a
21 vacancy/assignment after three weeks, such rover shall have the option to return to his/her regular
22 shift and may not be reassigned to the same vacancy/assignment until another rover has been used to
23 fill the vacancy/assignment.

24 **E.** The work schedule for rovers will be arranged to provide five consecutive
25 workdays and two consecutive RDOs whenever possible.

26 **F.** METRO will provide a minimum of 48 hours advance notice prior to any change
27 in assignment for any rover, except for rovers in the Stores section.

28 **G.** For the purpose of RDO overtime only, a rover shall be considered assigned to the

1 base and shift at which s/he worked the day preceding his/her RDOs.

2 **H.** A rover assigned to a different work shift will receive the shift differential, if any,
3 associated with his/her picked shift or the shift differential associated with the shift to which the
4 rover is assigned, whichever is greater.

5 **SECTION 5 – LEAD EMPLOYEES**

6 **A.** When a permanent vacancy occurs within a Lead classification, the position will
7 be filled by a recruitment. Applicants must be current Employees in the classification being led and
8 must have, as of the last day applications are accepted, a minimum of two years experience in that
9 classification at METRO.

10 **B.** Lead Employees shall be selected on the basis of ability, training, education,
11 experience, and job performance as determined by appropriate testing procedures and/or evaluations
12 which will be developed with input from the Leads and the UNION.

13 **C.** Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
14 differential above the top step of the existing wage rate and any shift differential of the classification
15 for which s/he serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
16 shift differential, plus 10%.

17 **D.** Lead Employees have the responsibility of coordinating the work of the
18 Employees to whom they are assigned to provide lead direction. Lead Employees assign job tasks
19 and direct Employees' efforts to ensure that work gets done effectively while treating all Employees
20 with respect and in a fair and consistent manner. A Vehicle Maintenance Lead shall be considered a
21 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
22 of the classification s/he is leading.

23 **E.** No Lead Employee will discipline other Employees or perform formal Employee
24 evaluations. No Employee acting as or upgraded to Chief shall issue discipline to other Employees
25 or perform formal evaluations.

26 **F.** For overtime and holiday work assignments: When performing the regular work
27 of the classification that s/he is leading, the Lead of that specific classification will be offered the
28 assignment only after all the other Employees in that classification (by base, by shift, by seniority)

1 have been asked first.

2 **SECTION 6 – PICKS AND MOVE-UPS**

3 **A.** Three times each except at NRV, consistent with Transit Operator picks, when a
4 facility opens or closes, or when METRO schedules a system-wide pick, the number of Employees
5 required on each shift at each base shall be posted. NRV positions for Mechanic, Lead Mechanic,
6 and Transit Parts Specialist will be picked once each year at the first pick of each year.

7 **B.** At the pick, each Employee listed in Section 1, except as noted in this Section, will
8 be permitted to select, by classification seniority, his/her base and shift (when applicable), and his/her
9 two consecutive RDOs. Specific duties within a classification also may be picked to the extent
10 specified by METRO on the pick sheets. Prior to each pick, the Manager of Vehicle
11 Maintenance/designee will meet with the UNION Executive Board Officers for Vehicle Maintenance
12 and the President/Business Representative/designee to discuss and identify any ongoing or planned
13 special projects which may be appropriate for posting on the pick sheets.

14 **1.** All Lead Employees in Section 1 shall pick once annually prior to the first
15 pick of the year for other Vehicle Maintenance Employees.

16 **2.** Employees in the classifications of Maintenance Machinist, Lead
17 Maintenance Machinist, Mechanic Apprentice, Senior Stores Clerk, VM TIPS III - Stores, and
18 Assistant Utility Service Worker will be considered stationary classifications and will not participate
19 in the pick unless METRO establishes multiple shifts or work sites for these classifications.

20 **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of
21 the pick by METRO at all Vehicle Maintenance work locations. Should any modifications to the
22 pick schedules and shifts occur after the posting, METRO will notify the UNION before the
23 modification is posted. No changes will be made less than five days prior to the pick.

24 **D.** METRO will make arrangements for each Employee to be available to report to an
25 appropriate pick location at least ten minutes ahead of his/her pick time to examine available work
26 assignments. An Employee shall be compensated for the time spent in the selection process when it
27 is during his/her work hours.

28 **E.** UNION representatives for Vehicle Maintenance will be present and facilitate the

1 pick.

2 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
3 with the METRO designee, as identified on the pick schedules, indicating his/her work preferences.
4 This form must be received by the METRO designee no less than 24 hours before the pick. Failure to
5 do so will result in the UNION representative picking an assignment for the Employee. The UNION
6 representative shall make an effort to select an assignment comparable to the last picked position
7 (base, shift, and RDO), not to include any move-ups. Selections made by the UNION will not be
8 subject to the grievance/arbitration procedure.

9 **G.** When METRO determines that an Employee will be unavailable for work for an
10 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer for Vehicle
11 Maintenance will be notified prior to the pick process. If such Employee returns to work during a
12 shake-up, s/he may return to his/her previous picked position, if such still exists, or to a position as
13 close as possible to the assignment s/he was working previously. METRO and the Employee may
14 mutually agree to a different assignment, and the UNION will be notified.

15 **H.** Any Employee covered by this Article, who picks a position in which s/he does
16 not properly perform may be placed on any available shift at any base until the next shake-up by
17 his/her unit supervisor.

18 **I.** If a vacant position is to be filled, Employees in that classification, at that base,
19 may have a move-up. The UNION will be notified and effect the move-up. When such vacancy is a
20 Lead position or in a job classification with 35 or fewer Employees, such move-up will be system-
21 wide.

22 **J.** Stores Drivers hired before November 1, 2007, are grandfathered into Stores
23 Driver assignments and will not be bumped during any subsequent pick. If a Stores Driver
24 voluntarily chooses work other than a Stores Driver assignment, s/he will forfeit all rights to
25 grandfathered Stores Driver status. Stores Drivers will pick Stores Driver assignments and vacation
26 by Stores Driver seniority, independent of Equipment Service Workers, and have first right of refusal
27 for all Stores Driver CSC assignments of three weeks or less before the assignment is offered to an
28 Equipment Service Worker.

1 **SECTION 7 – VACATION SELECTION**

2 A. Vacations will be picked by classification, system wide once each year no later
3 than March 15th.

4 B. The number of Employees on vacation at any one time shall be regulated by
5 METRO, except that the number of Mechanic vacation positions allowed will be 10% of the
6 classification per each vacation period. This number will be determined at the time of the annual
7 vacation pick.

8 C. Vacation may be selected in blocks of one or more full weeks. The selection of
9 vacations by Vehicle Maintenance Employees shall be extended over the entire calendar year. An
10 Employee who takes his/her vacation in two or more blocks shall select the second block of his/her
11 vacation after all Employees in his/her classification have made their first selection; his/her third
12 selection after all Employees in his/her classification have made their second selection; etc., until all
13 blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
14 Employee's RDOs.

15 D. A Vehicle Maintenance Employee may use vacation in increments of one or more
16 hours, provided s/he has vacation available and subject to advance approval by his/her immediate
17 supervisor.

18 **SECTION 8 – OVERTIME**

19 A. All hours worked in excess of eight in the scheduled workday or work on an
20 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
21 time rate of pay for the classification for actual overtime hours worked.

22 B. An overtime assignment of four hours or less will be offered within a base, shift
23 and job classification, by seniority to qualified Employees who are working the shift preceding or
24 succeeding the shift where the work is to be performed.

25 C. Overtime assignments of more than four hours will be offered within a base, shift
26 and job classification, by seniority, to qualified Employees, including Employees on an RDO.

27 D. An overtime assignment of eight hours will first be offered within base, shift and
28 job classification, by seniority, to qualified Employees who are on an RDO before it is split and

1 offered in smaller pieces.

2 **E.** In all classifications, should no Employee accept the overtime assignment, it may
3 be assigned by inverse seniority. If the least senior Employee is not qualified or reasonably
4 available, the overtime may be assigned to the next least senior Employee.

5 **F.** Overtime in the classification of Transit Parts Specialist (TPS) will be offered by
6 seniority within the base. Unplanned overtime in blocks up to four hours will be offered to the senior
7 TPS on the preceding or succeeding shift. All overtime assignments of four hours or more or those
8 that are preplanned, will be offered by seniority within a base to qualified TPSs. Should no TPS at
9 the base accept the overtime assignment, it will be offered by seniority system wide to an available
10 TPS.

11 **G.** An Employee who is scheduled for paid time off and who is interested in working
12 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
13 immediate supervisor, who will sign and date acknowledgement of receipt. Holidays connected to
14 these RDOs also require this notice. For overtime assignment, s/he will be considered in seniority
15 order in accordance with Paragraphs C and D.

16 **H.** Mechanics who have picked CSC workgroups as identified on the pick, will be
17 offered overtime by shift, by seniority, within the following two workgroups:

18 Rebuild - Mechanical

19 Rebuild - Electrical

20 Mechanics at CSC who are qualified and available for overtime from another CSC workgroup
21 will be offered overtime by base, by shift, by seniority only after all other qualified Mechanics in the
22 CSC workgroup where the overtime is offered.

23 **I.** All overtime in the classification of Equipment Dispatcher and TIPS III will be
24 offered by seniority, within the classification and base, provided the Employee is reasonably
25 available. No Employee will be required to work more than twelve hours in any 24-hour period.
26 However, a shift start and end time may be modified by mutual agreement of the immediate
27 supervisor and the Employee. For position vacancies, overtime shall be offered to the most senior
28 TIPS III system-wide.

1 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's
 2 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
 3 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
 4 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
 5 shift overtime rate of pay.

6 **K.** In the case of an extreme emergency, METRO can assign overtime work to any
 7 qualified Employee. An Employee who works overtime during an extreme emergency shall be
 8 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
 9 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
 10 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

11 **L.** A Vehicle Maintenance Employee, who has gone home after his/her regular shift
 12 and who is called back to work and reports for work, will be guaranteed at least four hours pay at the
 13 overtime rate.

14 **M.** A Vehicle Maintenance Employee called in before his/her regularly scheduled
 15 report time and in conjunction with his/her regular shift will be paid for actual hours worked.

16 **N.** The following governs Apprentice Mechanic overtime and holiday work
 17 assignments. When performing the regular work of the classification of Mechanic, an Apprentice
 18 Mechanic will be offered a work assignment (by base, by shift, by seniority) only after Mechanics
 19 and Lead Mechanics in that classification have been asked first. Mechanic Apprentices will not be
 20 subject to inverse seniority to fill work assignments for the Mechanic classification for overtime or
 21 holidays work assignments.

22 ***SECTION 9 – SHIFT DIFFERENTIAL***

23 Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
 24 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
 25 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

26 ***SECTION 10 – SPECIAL BENEFITS***

27 **A.** A tool allowance shall be provided annually, by separate check, not later than
 28 March of each year, to Employees permanently assigned as of January 1st the same year to the

1 classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice,
 2 Metal Constructor, Millwright, Sheet Metal Worker, Vehicle Upholsterer, and to Leads in those
 3 classifications. The amounts shall be as follows:

| Year | Allowance |
|------|-----------|
| 2011 | \$826 |
| 2012 | \$826 |
| 2013 | \$826 |

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 9 METRO agrees to provide those tools necessary to perform all mechanical work assigned to
 10 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
 11 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives
 12 under its tool contracts, in accordance with procedures established by METRO. Tools purchased
 13 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be
 14 purchased for an Employee's personal use. Tools purchased or replaced using the tool
 15 allowance/discount shall be the personal property of the Employee.

16 **B.** METRO shall provide tool insurance to those Employees who receive an annual
 17 tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
 18 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
 19 report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO
 20 property. Each Employee shall have on file with his/her immediate supervisor an up-to-date
 21 inventory of tools designating the type, size and manufacturer. Photographs will be accepted.
 22 METRO shall have the right to inspect the inventory of tools. However, an Employee shall be
 23 allowed three days after the inspection to locate any tools which s/he claims are missing.

24 **C.** Each Vehicle Maintenance Employee shall receive his/her choice of coveralls or a
 25 clean uniform (pants and shirt) daily.

26 **D.** Any Employee who is required to work in inclement weather or hazardous areas
 27 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
 28 to, raingear, hat and waterproof boots. Each Employee is required to wear boots approved by

1 METRO. Each Employee shall be entitled to an allowance for the purpose of purchasing work boots
2 and work socks, provided annually in a separate check not later than March of each year, in the
3 amount of \$250. If an Employee needs replacement boots because of damage, loss or theft, a
4 voucher will be issued to the Employee for the actual amount of the replacement boots, not to exceed
5 \$200. In order to receive such voucher, the Employee must have the receipt showing the boots were
6 purchased in the current year as well as a report that the boots were stolen or the turned-in boots are
7 judged to be in need of replacement.

8 **E.** METRO shall provide and maintain necessary safety clothing, uniforms and
9 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

10 **F.** When an Employee is informed during his/her regular shift that overtime in excess
11 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
12 home to perform work commencing in excess of two hours before his/her shift, METRO will provide
13 a 30-minute unpaid meal period or a 15-minute paid break, upon request, at the Employees'
14 preference.

15 **G.** Except where modified by historical practice, duties traditionally performed by the
16 Employees in the job classifications listed in Section 1, will be performed only by Employees
17 working in those classifications.

18 **H.** Vehicle Maintenance Employees may use the ten minutes prior to the end of their
19 workday for personal clean-up.

20 **I.** When upgraded to a higher paid classification, an Employee shall be paid at the
21 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
22 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
23 upgraded.

24 **J.** METRO will provide a secure area at each work location for UNION-related
25 materials accessible to all UNION representatives at that location.

26 ***SECTION 11 – ATTENDANCE MANAGEMENT***

27 **A.** The PARTIES recognize that Vehicle Maintenance duties and functions are time
28 critical and that Employees have the responsibility and obligation to be at work on time each day.

1 Vehicle Maintenance Employees will be subject to the following terms, which supersede any
2 conflicting provisions elsewhere in the AGREEMENT.

3 **B.** Vehicle Maintenance will monitor and record attendance using the terms of late
4 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to an
5 Employee who calls one-half hour before his/her shift to request unscheduled leave and then is
6 requested to come to work, provided s/he reports to work in a reasonable time. An Employee can use
7 AC time or vacation time to make up lost time.

8 **C.** A late occurrence (six minutes to two hours) shall be managed and recorded as
9 follows:

- 10 1. An Employee may complete any time left on his/her shift.
- 11 2. An Employee may work a full eight hours, or ten hours for 4/40 Employees,
12 even though this work would continue into the next shift.
- 13 3. An Employee may not use AC time or vacation to make up lost time.
- 14 4. An Employee will be paid for actual hours worked at his/her scheduled rate
15 of pay.
- 16 5. A late occurrence shall not create an overtime opportunity for the late
17 Employee. No grievances will be filed by other Employees claiming overtime infringements should
18 an Employee elect to work his/her full shift and the time worked extends into another shift.

19 6. Late occurrences will be recorded in a 180-day rolling time frame as
20 follows:

21 1st through 5th occurrence – Employee and immediate supervisor
22 initial the attendance card.

23 6th occurrence – One-day suspension without pay.

24 7th occurrence – Discharge, treated as a major infraction as defined in
25 Article 4.

26 **D.** Unexcused absences (over two hours late) shall be managed and recorded as
27 follows:

- 28 1. An Employee may complete his/her shift only.

- 2. An Employee may not use AC time or vacation to supplement his/her regular shift pay.
- 3. Such Employee is not eligible for overtime that day.
- 4. Unexcused absences will be recorded in a twelve-month rolling time frame

as follows:

1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.

3rd occurrence – One-day suspension without pay.

4th occurrence – Discharge, treated as a major infraction as defined in Article 4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five working days of the occurrence. An Employee who had a late occurrence or unexcused absence removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up the lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 12 – MECHANIC APPRENTICESHIP PROGRAM

The purpose of this program is to establish an on-the-job apprenticeship training program leading to the status of journey level, diesel mechanic. The classification of apprentice shall be covered under all the terms and conditions of this AGREEMENT, unless otherwise specified under the Apprenticeship Standards.

SECTION 13 – TRAINING

A. When possible, training will be scheduled to minimally impact swing and graveyard Employees. Efforts will be made to conduct training on all shifts. If training is off the Employee’s normally picked shift, flexible schedules will be allowed by mutual agreement of the

1 Employee and his/her immediate supervisor.

2 **B.** If the training session is cancelled, the Employee will be allowed to return to
3 his/her base to complete his/her shift or request paid time off for the remainder of the day.

4 **C.** If a training that is not during the Employee's normally picked shift is cancelled,
5 the Employee shall not suffer loss of pay.

6 **SECTION 14 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

7 The PARTIES agree to maintain a committee to be known as the Vehicle Maintenance Labor
8 Management Relations Committee (VMLMRC), with the express intent of promoting and
9 encouraging a collaborative, on-going labor-management relationship that strengthens mutual
10 respect, trust, understanding and effective communication. This committee shall meet for the
11 purpose of discussing, approving and/or proposing resolutions to:

12 **A.** Issues or problems of METRO policies which affect the Employees and which
13 either party requests be placed on the agenda.

14 **B.** Issues or problems of contract administration, other than formal grievances which
15 are being processed, unless mutually agreed by both PARTIES.

16 **C.** Other matters of mutual concern.

ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Facilities Maintenance Employees” shall mean all Employees in the following job classifications, and their respective lead positions where applicable:

- Building Operating Engineer
- Carpenter
- Equipment Operator
- Facilities Maintenance Trainee
- Facilities Maintenance Worker
- Grounds Specialist
- Lead Building Operating Engineer
- Lead Carpenter
- Lead Grounds Specialist
- Lead Maintenance Constructor
- Lead Maintenance Painter
- Lead Maintenance Signage Specialist
- Lead Transit Custodian
- Lead Transit Radio and Communication Systems Specialist
- Lead Utility Laborer
- Maintenance Constructor
- Maintenance Painter
- Maintenance Signage Specialist
- Purchasing Specialist
- Transit Custodian I
- Transit Custodian II
- Transit Electronic Communications Technician
- Transit Radio and Communication Systems Specialist
- Utility Laborer

1 **SECTION 2 – GENERAL CONDITIONS**

2 If the UNION wishes to discuss concerns about the movement of a chief that does not
3 coincide with the pick posting, the PARTIES will discuss whether there is a need for a shake-up or
4 move-up.

5 **SECTION 3 – SUBCONTRACTING**

6 **A.** METRO shall not subcontract work historically performed by members of the
7 UNION, except that METRO may contract the maintenance of up to ten park-and-ride lots during the
8 term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and
9 other work that does not require power tools except weed eaters.

10 **B.** Prior to each shakeup, PARTIES representatives will establish, by mutual
11 agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

12 **C.** METRO may make assignments with unpaid volunteers or unpaid community
13 groups to clean or otherwise maintain METRO shelters and park-and-ride lots.

14 **SECTION 4 – CAREER PATHS – PERMANENT APPOINTMENTS**

15 **A.** Vacancies in the Transit Custodian I classification will be filled by Maintenance
16 Worker applicants by seniority.

17 **B.** Vacancies in the Transit Custodian II classification will be filled by Transit
18 Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer
19 the position to Maintenance Workers by qualifications.

20 **C.** Vacancies in the Utility Laborer classification will be filled from all lower
21 Facilities classifications by qualifications.

22 **D.** Vacancies in the Signage Specialist classification will first be filled by Utility
23 Laborer applicants by seniority.

24 **E.** Vacancies in the Lead Transit Custodian classification will be filled by Transit
25 Custodian II applicants by qualifications. If no Transit Custodian II accepts the position, such
26 position will be offered to all other Facilities Employees by qualifications.

27 **F.** Vacancies in the Equipment Operator classification will be filled by qualifications,
28 including driving and CDL requirements, from all lower Facilities classifications.

SECTION 5 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee’s pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions in Article 13.

B. If it becomes necessary to alter a shift, and such alteration imposes a serious hardship on the Employee, such Employee may request that the PARTIES review the matter.

C. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday, the day shift the second, and the swing shift the third.

D. The term “complex”, as used in this Article, shall mean a group of specific worksites within a defined geographical area, as described in Exhibit C, except as modified by the Facilities Labor-Management Relations Committee.

E. For holiday work assignments, METRO will determine the staffing needs for each shift. After METRO determines which work groups will be required to work, holiday assignments will be offered to Employees, in seniority order, as follows:

1. Employees on regular day to work, who have signed the overtime sheet.
2. Employees on their RDO, who have signed the overtime sheet.
3. Remaining work maybe assigned by inverse seniority to Employees on their regular day to work.

F. Assignment of specific duties on any shift shall be at the sole discretion of METRO.

G. 48-hours written notice or other official notification shall be given to any Employee regarding any shift changes made due to backfilling or vacancies.

SECTION 6 – UPGRADES

A. The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities

1 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the
2 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
3 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.
4 Overtime will be paid at the overtime rate for the higher paid classification.

5 **B.** For classifications above Signage Specialist, upgrades will be based on
6 qualifications, as determined by METRO.

7 **C.** For classifications of Signage Specialist and below, upgrades shall be offered to
8 the immediate lower classification by seniority as follows:

9 **1.** For positions lasting less than 30 days, upgrades shall be offered by
10 worksite, complex and system-wide.

11 **2.** For positions lasting 30 days or more, upgrades will be offered system-
12 wide.

13 **D.** An Employee who declines a temporary upgrade opportunity may not displace the
14 Employee who accepted it, regardless of seniority.

15 **E.** Upgrade work will be assigned to qualified Employees, by seniority, within a
16 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training
17 sign-up sheets.

18 **F.** An Employee upgraded to a regular Lead position shall receive 10% above the top
19 step of the wage rate of the classification for which s/he serves as a Lead.

20 **1.** If METRO determines that a Lead position will be needed for a project or
21 crew which has three or more Employees and/or will last for more than 90 days, and/or when
22 justified by the additional responsibilities and coordination, METRO will assign a regular journey-
23 level Lead instead of a designated Lead.

24 **2.** Employees upgraded to a regular Lead position will be selected from
25 Employees on the project or crew who have completed probation.

26 **3.** When more than three Employees in the same Transit Custodian
27 classification work together as a crew, a regular Lead will be assigned to the shift at such worksite or
28 complex.

1 4. Each regular Lead will be considered a working Lead. In addition to
2 his/her Lead duties, a regular Lead shall continue to perform his/her assigned duties.

3 5. No regular Lead will discipline other Employees.

4 **SECTION 7 – DESIGNATED LEADS**

5 A. Each designated Lead in the Facilities Maintenance units shall receive a 10%
6 differential above his/her existing wage rate for his/her classification.

7 B. A designated Lead will be assigned by the immediate supervisor when three or
8 more Employees are assigned to work together as a team without supervision for more than two
9 hours. The senior Employee in the highest paid job classification on the work team shall be assigned
10 the designated Lead responsibility.

11 C. Any Employee who trains a new Employee will receive designated Lead pay.

12 D. No Transit Custodian II will be eligible for a designated Lead assignment.

13 E. Once assigned as a designated Lead person, the Employee shall be paid at the
14 designated Lead rate of pay for the entire shift. Any time worked as a designated Lead in excess of
15 eight hours, or ten hours for a 4/40 Employee, will be paid at one and one-half times the designated
16 Lead rate of pay.

17 F. A designated Lead will be considered a working Lead. In addition to his/her
18 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

19 G. No designated Lead will discipline other Employees.

20 **SECTION 8 – PICKS AND MOVE-UPS**

21 A. Two picks shall be held annually, to be effective on the start of the closest pay
22 period to March 15 and September 15. When a facility opens or closes, a system-wide pick will
23 occur for those job classifications affected.

24 B. If a permanent or long-term vacant position is to be filled, a system-wide move-up
25 in that classification will be permitted. Move-ups will be conducted only when they can be
26 completed 28 days prior to a shake-up.

27 C. All Facilities picks will show the usual openings in each classification for each
28 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or

1 for adjusting workloads, METRO will solicit volunteers from the classification needed within the
2 complex. If no Employee volunteers, the least senior Employee available in the classification, within
3 the worksite, will be assigned. METRO retains the right to move the least senior Employee to
4 another worksite, shift or RDO combination. METRO will provide a minimum of 24-hours advance
5 notice prior to any change in assignment.

6 **D.** All Employees listed in Section 1 may select by classification seniority, complex,
7 worksite, shift (when applicable) and two consecutive RDOs. Specific duties within a classification
8 may also be picked to the extent specified by METRO on the pick sheets.

9 **E.** Copies of the proposed pick schedule and shifts will be posted for review no later
10 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
11 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
12 after the pick.

13 **F.** METRO will make arrangements for each Employee to be available to pick his/her
14 assignment a minimum of ten minutes prior to his/her designated pick time.

15 **G.** An Employee who wishes to select an assignment will report to an appropriate
16 pick location at least ten minutes ahead of his/her pick time to examine available work assignments.
17 No Employee shall be compensated for time spent in the selection process, unless it is during his/her
18 regular work hours.

19 **H.** A UNION representative for Facilities Maintenance Employees shall be present
20 during each pick, including vacation picks.

21 **I.** An Employee who is unable to attend the pick may leave an absentee pick form
22 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
23 representative picking an assignment for the Employee. The UNION representative shall make an
24 effort to select an assignment comparable to the assignment most recently worked. Selections made
25 by the UNION will not be subject to the grievance/arbitration procedure.

26 **J.** When METRO determines that an Employee will be unavailable for work for an
27 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer from
28 Facilities Maintenance will be notified prior to the start of the pick process.

SECTION 9 – VACATION SELECTION

A. METRO will determine the number of Employees who may be on vacation at any one time in each job classification, at each worksite, and shall indicate same on a list at each worksite.

B. At the first pick of the calendar year, each Facilities Maintenance Employee, after having first selected a worksite and complex, may select a maximum of five separate blocks of vacation, each consisting of one or more consecutive workdays. No more than five vacation blocks may be used in any calendar year. Vacation selections shall be made by seniority within a job classification. An Employee who takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second, etc. METRO shall post a calendar at each worksite with all approved vacation selections indicated. Vacation changes shall not be allowed except in emergencies, as determined by METRO.

C. Two separate vacation calendars for September 15 through the start of the following March shake-up will be created at the vacation pick. One calendar will contain system-wide guaranteed vacations. The other will contain complex vacation requests. An Employee who has picked a period on the system-wide calendar will be guaranteed his/her vacation regardless of which worksite s/he picks in the fall. Administrative area vacation requests, made at the pick, will be granted, by seniority, as long as no Employee in the same classification who has a system-wide guarantee moves into said administrative area at the fall pick. After the vacation pick, vacation requests will be honored on a first come, first served basis.

D. An Employee who does not select vacation at the first pick of the year must request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved by METRO.

E. An Employee who has not filed a vacation request according to the above Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

F. On September 15 of each year, METRO will notify each Employee who has a vacation balance which exceeds the allowable carry-over per Article 9, Section 4. Such Employee

1 must use the amount of vacation which exceeds the allowable carry-over before the end of the payroll
2 year.

3 **G.** An Employee who desires to use unpicked vacation may use up to three days per
4 year in single-day increments with the prior approval of his/her immediate supervisor.

5 **H.** An Employee may use vacation leave in one-hour increments with the approval of
6 his/her immediate supervisor.

7 **I.** METRO will respond to a written request for any vacation or leave within seven
8 days of receipt.

9 ***SECTION 10 – OVERTIME***

10 **A.** All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the
11 scheduled workday and on an Employee’s RDO shall be paid at the overtime rate of one and one-half
12 times the existing straight-time rate of pay for the classification for actual overtime hours worked.

13 **B.** When unscheduled overtime is requested to complete a special task, the overtime
14 will first be offered to the Employee within the classification responsible for the work. A “special
15 task” shall mean:

- 16 1. non-ordinary circumstances in which the work cannot wait to be completed; or
17 2. work deemed unreasonable to have anyone but the existing Employee
18 performing the work be the one to complete the special task.

19 **C.** An Employee who wishes to receive planned or scheduled overtime shall sign, or
20 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list
21 will be posted on Monday and pulled at noon on Thursday. An Employee who is not on the overtime
22 list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or
23 if overtime must be assigned in inverse order of seniority. METRO will not call an Employee who is
24 on an authorized leave for overtime, unless it is an extreme emergency.

25 1. Overtime will be assigned to Employees on the list, first by shift, then by
26 seniority within a classification, according to Exhibit C, provided the Employee is qualified and
27 reasonably available.

28 2. If the overtime is not filled from the list, it may be offered, by seniority, to

1 Employees in the next lower job classification(s) at the worksite where the overtime is required,
2 provided the Employee is qualified for the upgrade and reasonably available to do the work. If the
3 overtime is still not accepted, it may be offered, by seniority, to Employees in the job classification in
4 which the overtime is required, at other work sites within the complex. If the overtime is still not
5 accepted, it may be offered system-wide to Employees in the job classification in which the overtime
6 is required.

7 **3.** If the overtime has not been filled after all of the procedures outlined in
8 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
9 job classification, at the worksite where the overtime is required. If the least senior Employee is not
10 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in
11 seniority. In the event of an emergency, METRO may assign overtime to any qualified Employee.

12 **D.** A Facilities Maintenance Employee, who has gone home after his/her regular shift,
13 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
14 overtime rate. If a Facilities Maintenance Employee can correct the situation without having to
15 report to the worksite, they will be guaranteed two hours of pay at the overtime rate. A Facilities
16 Maintenance Employee who is required to be on standby on his/her RDO, including holidays, will
17 receive four hours of standby pay at his/her overtime rate for each set of RDOs, including holidays,
18 or on a holiday not connected to his/her RDOs, that s/he is on standby. "Standby" shall mean the
19 time from the quit time of the Employee's shift to the start time of the Employee's next scheduled
20 shift, during which the Employee is required to be available for work.

21 **E.** A Facilities Maintenance Employee called in before his/her scheduled report time
22 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment
23 and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
24 early may request permission from his/her immediate supervisor.

25 **F.** Overtime on any shift shall be computed at the rate paid for the Employee's
26 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
27 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
28 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending

1 into the day shift will be paid at the overtime rate with graveyard shift differential.

2 **G.** "Reimbursable overtime" shall be identified by METRO at the time of offering,
 3 and shall mean labor costs being recovered by Facilities from funding sources other than Facilities'
 4 annual budget, and will be paid as overtime rather than as AC time.

5 **SECTION 11 – SHIFT DIFFERENTIAL**

6 Shift differential shall be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
 7 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
 8 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

9 **SECTION 12 – SPECIAL BENEFITS**

10 **A.** A tool allowance shall be provided annually by separate check to Employees
 11 permanently assigned to the classifications of Building Operating Engineer, Carpenter, Maintenance
 12 Constructor, Transit Radio and Communication Systems Specialist, Transit Electronic
 13 Communications Technicians, Leads and to authorized Trainees in these classifications. The
 14 amounts shall be as follows:

| Year | Allowance |
|------|-----------|
| 2011 | \$405 |
| 2012 | \$405 |
| 2013 | \$405 |

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 20 METRO will provide those tools necessary to perform all assigned mechanical work to
 21 Facilities Maintenance Employees who are not provided the annual tool allowance.

22 **B.** METRO shall provide tool insurance to those Employees who receive an annual
 23 tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no
 24 claim shall be honored without evidence of forcible entry unless a police report has been filed.
 25 Payment is contingent upon the Employee having on file with his/her immediate supervisor an up-to-
 26 date inventory of tools designating the type, size and manufacturer. METRO shall have the right to
 27 inspect the inventory of tools; however, an Employee shall be allowed three days after the inspection
 28 to locate any tools which are missing.

1 C. Each Facilities Maintenance Employee shall receive eight uniforms.

2 D. Each Employee who is required to work in inclement weather or hazardous areas
3 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
4 to, a rainset, hat and boots.

5 E. METRO shall provide and maintain necessary safety clothing, uniforms and
6 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be
7 entitled to a METRO voucher to be applied toward purchases of such footgear. The maximum
8 METRO contribution paid by such voucher shall be \$200 per Employee. A replacement item will be
9 issued when the item is lost, stolen, damaged or worn out.

10 F. When an Employee works two or more hours of overtime in conjunction with
11 his/her regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

12 G. METRO shall reimburse each Employee for the cost of any license(s) required in
13 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers
14 license.

15 **SECTION 13 – ATTENDANCE MANAGEMENT**

16 A. The PARTIES recognize that Facilities Maintenance duties and functions are
17 critical and that Employees have the responsibility and obligation to be at work on time each day.
18 Facilities Maintenance Employees will be subject to the following terms, which supersede any
19 conflicting provisions elsewhere in the AGREEMENT.

20 B. Facilities Maintenance will monitor and record attendance using the terms of late
21 occurrence and unexcused absence.

22 C. A late occurrence:

23 1. of up to one hour shall be managed and recorded as follows:

24 a. An Employee may complete any time left on his/her shift.

25 b. An Employee may work a full eight or ten hours even though this
26 work would continue into the next shift.

27 c. An Employee may not use AC time or vacation to make up lost
28 time.

- d. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.
- e. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.

2. of between one and two hours shall be managed and recorded as follows:

- a. An Employee may complete any time left on his/her shift only.
- b. An Employee may not use AC time or vacation to make up lost time.
- c. An Employee will be paid for hours worked at his/her scheduled rate of pay.

3. Late occurrences will be recorded in a 180-day, rolling time frame as follows:

- a. 1st through 5th occurrence – Employee and chief initial the time sheet/late report card.
- b. 6th occurrence – one day suspension without pay.
- c. 7th occurrence – discharge, treated as a major infraction as defined in Article 4.

D. Unexcused absences (over two hours) shall be managed and recorded as follows:

- 1. An Employee may complete his/her shift only.
- 2. An Employee may not use AC time or vacation to supplement their regular shift pay.
- 3. Such Employee is not eligible for overtime that day.
- 4. Unexcused absences will be recorded in a twelve-month, rolling time frame as follows:
 - a. 1st occurrence – Employee will receive Oral Reminder; chief will initial the time sheet/late report card.

- b. 2nd occurrence – Employee will receive Written Reminder; chief will initial the time sheet/late report card.
- c. 3rd occurrence – One day suspension without pay.
- d. 4th occurrence – Discharge, treated as a major infraction as defined in Article 4.

E. An occurrence which results in a second one day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the chief in writing, within five working days of the occurrence. An Employee that has a late occurrence or unexcused absence that has been removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 14 – FACILITIES TRAINING COMMITTEE

A. The purposes of the Facilities Training Program are to maintain an on-the-job training program for Transit Employees leading to journey level status or promotional opportunities in selected classifications within Facilities Maintenance Sections and to offer these Employees an opportunity to advance into skilled positions at a high level of proficiency.

B. The start date of an Employee’s Facilities Training Program will be his/her classification seniority date.

C. The details of the Facilities Training Program will be developed by the Facilities Training Committee comprised of an equal number of representatives from the PARTIES. If the committee foresees a vacancy in a journey level classification, it may establish a trainee position in such classification.

D. A trainee who is successful in the program will be retained in his/her original classification until an opening occurs in the journey level classification for which s/he trained. Such Employee will be used to back fill in the journey level classification by classification seniority.

1 E. A trainee who is not successful in the program will be retained on the payroll and
2 returned to his/her former job classification with no loss of seniority, rights or benefits.

3 **SECTION 15 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

4 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities
5 Labor-Management Relations Committee (FLMRC) is established and authorized, consistent with
6 applicable laws and the terms of this AGREEMENT. The committee will be composed of the
7 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance
8 Executive Board Officer, and two UNION appointed members with an equal number appointed by
9 Facilities Management, including a supervisor/chief of Radio Maintenance. This committee shall
10 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of
11 this committee shall be implementation, discussion and resolution of working conditions, updates to
12 the notebook entitled Policies, Procedures, and Guidelines, issues/problems of METRO
13 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or
14 problems of contract administration other than formal grievances which are being processed, and
15 other matters of mutual concern.

16 B. METRO shall inform the UNION of changes in the Power and Facilities notebook
17 entitled Policies, Procedures, and Guidelines after review and acceptance by the FLMRC and prior to
18 the implementation of said changes.

1 **ARTICLE 19: REVENUE COORDINATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. “Revenue Coordinators” shall include all Employees in the classification of
4 Revenue Coordinator.

5 B. Work historically or traditionally performed by Revenue Coordinators will be
6 performed by Employees assigned to that classification.

7 ***SECTION 2 – WORK ASSIGNMENTS***

8 A. All shifts in the classification of Revenue Coordinator shall be completed within a
9 continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half
10 hour lunch break.

11 B. The workweek shall consist of five consecutive days with each workday
12 guaranteed at eight hours. There shall be two consecutive RDOs.

13 C. Employees who pick a regular weekly schedule consisting of four 10-hour shifts
14 will be governed by the provisions in Article 13.

15 D. All shifts in the Revenue Coordinator classification, once picked, will not be
16 permanently altered or changed during a shake-up without approval of the affected Employee and the
17 UNION.

18 E. A Revenue Coordinator who is called back to work after his/her regular shift will
19 be guaranteed at least three hours pay at the overtime rate.

20 ***SECTION 3 – PICKS***

21 A. Three times each year, at the request of the UNION, METRO shall post all shifts
22 required for the classification of Revenue Coordinator. Each Employee shall be permitted to select
23 his/her shifts and RDOs in accordance with individual classification seniority.

24 B. A UNION representative for Revenue Coordinators shall be present during pick.

25 C. A Revenue Coordinator, who is unable to attend pick, must leave his/her shift
26 preference with the UNION or a shift will be picked for him/her by the UNION. An Employee shall
27 not be compensated for time spent in the pick unless it is during his/her regular work hours. An
28 assignment selected via absentee pick shall not be subject to the grievance/arbitration procedure.

SECTION 4 – VACATION SELECTION

A Revenue Coordinator taking his/her vacation in two or more blocks may select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second selection, etc., until all blocks of vacation have been selected.

SECTION 5 – SPECIAL BENEFITS

Each Revenue Coordinator will be provided clean coveralls daily.

SECTION 6 – APPOINTMENTS AND TRAINING

A. When METRO requires additional Revenue Coordinators, candidates for these promotional opportunities shall be selected from FTOs and Special Classification, Full-Time CIO or Full-Time PSO Employees on the basis of ability, training, education, experience and job performance, as determined by appropriate testing procedures. Such vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Once selected, the candidates shall be placed on the Intermittent Revenue Coordinator (IRC) List in seniority order as determined by the UNION. This list will contain 50% FTOs and 50% Special Classifications, Full-Time CIO or Full-Time PSO Employees, listed in order of seniority. Should an insufficient number of FTOs and Special Classifications, Full-Time CIO or Full-Time PSO Employees apply, then other Full-Time Employees shall be eligible to apply.

B. METRO, with input from the Revenue Coordinators, will establish and publish standards for qualification. METRO will determine in each case whether an Intermittent has successfully qualified. Failure to qualify as an IRC will result in removal from the IRC List and return to the Employee's previous job classification with no loss in seniority.

C. When a permanent vacancy occurs within the Revenue Coordinator classification, the position will be filled by qualified IRCs from the IRC List, by seniority. IRCs who receive regular appointments as Revenue Coordinators shall be subject to a one-year probationary period.

D. When a vacancy occurs in the Revenue Coordinator classification between picks, Employees working in that classification will be allowed a move-up by seniority. The remaining vacancy will then be filled from the IRC List, by seniority, with first right of refusal.

1 **ARTICLE 20: SPECIAL CLASSIFICATIONS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Special Classification Employees” shall mean all Employees in the following classifications:

- 4 • Accounting Technician I
- 5 • Accounting Technician II
- 6 • Clerk I
- 7 • Clerk II
- 8 • Clerk Typist II
- 9 • Information Distributor
- 10 • Operations Security Liaison
- 11 • Senior Clerk
- 12 • Transfer Room/Warehouse Worker

13 ***SECTION 2 – WORK ASSIGNMENTS***

14 A. The workweek shall consist of five consecutive days, except when an Employee’s
15 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
16 workday. Each shift, except where modified by historical practice, will be completed within a
17 continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and
18 two paid 15-minute rest breaks.

19 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
20 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
21 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
22 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

23 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
24 hours off between shifts and at least 60 hours off for RDOs.

25 ***SECTION 3 – PICKS***

26 Employees within a classification which has any combination of day, swing and/or graveyard
27 shifts shall be entitled to select their worksite and shift by seniority in conjunction with Transit
28 Operator picks.

SECTION 4 – VACATION SELECTION

A. Vacations may be split into periods of one or more full weeks when this can be arranged at no additional cost to METRO. An Employee may take his/her vacation in one day or one-hour increments. Requests for use of such vacation must be approved, in advance, by his/her immediate supervisor.

B. Vacations will be picked by seniority.

C. An Employee, who takes his/her vacation in two or more periods shall select the second period of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second selection; etc., until all periods of vacation have been selected.

D. The vacation pick shall be completed by November 15th each year. The vacation calendar shall remain posted and shall be kept current.

E. Any picked vacation period not used will be offered to other Employees by seniority in the same classification if METRO determines business reasons permit.

SECTION 5 – OVERTIME

A. All hours worked in excess of eight hours in the scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay of the classification for actual overtime hours worked.

B. Overtime on day shift extending into swing shift shall be paid with no hourly shift differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard shift differential.

SECTION 6 – SPECIAL ALLOWANCES

A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.

B. An Employee who has gone home after his/her regular shift, and who is called back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate. An Employee called in before his/her scheduled report time and in conjunction with his/her regular

1 shift will be paid for actual hours worked.

2 C. Special Classifications Employees shall receive a straight-time premium for
3 instructing individuals as follows:

4 1. One hour of pay at the Employee's current rate for four hours or less of
5 instruction in one day.

6 2. Two hours of pay at the Employee's current rate for more than four hours
7 of instruction in one day.

8 **SECTION 7 – SPECIAL BENEFITS**

9 A. Each Employee who is required to work in inclement weather will be provided the
10 necessary foul weather gear which includes, but is not limited to, a rainset, hat and boots.

11 B. When an Employee is informed during his/her regular shift that overtime in excess
12 of two hours beyond the end of his/her regular shift will be required, METRO will provide a 30
13 minute unpaid meal period or a 15-minute paid break, upon request.

14 C. When an Employee is called in for emergency work two or more hours prior to the
15 start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute
16 paid break, upon request.

17 **SECTION 8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE**
18 **WORKER AND SUPPLY DISTRIBUTORS**

19 A. Two smocks or two coveralls will be made available to Information Distributors,
20 Transfer Room/Warehouse Workers and Supply Distributors.

21 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse
22 Worker and Supply Distributor with the necessary safety equipment, including but not limited to, an
23 abdominal belt, gloves and/or dust masks.

24 C. "Information Distributors" shall mean all Special Classifications Employees in the
25 classification of Information Distributor, whose historical and traditional work is the receipt,
26 warehousing, record keeping and distribution throughout the METRO service area of transit-related
27 items, principally informational or promotional materials and timetables. However, from time to
28 time individuals other than Information Distributors may need to pick up or drop off informational or

1 promotional materials and time-tables in small quantities.

2 **D.** Information Distributors' overtime shall be offered by seniority, on a rotating
3 basis, for extra work not assigned to an Employee.

4 **E.** METRO will reimburse each Information Distributor for telephone expenses
5 incurred as part of his/her duties.

6 **SECTION 9 – OPERATIONS SECURITY LIAISON**

7 **A.** Employees in this job classification will work 40 hours per week on a flexible
8 work schedule approved by their immediate supervisor.

9 **B.** Overtime at the rate of time and one-half will be paid for all hours worked in
10 excess of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at
11 midnight.

12 **C.** Future positions and vacancies in the Operations Security Liaison classification
13 will be offered to qualified Employees represented by the UNION who have been an FTO for a
14 minimum of three years.

15 **D.** If work is performed on a holiday, the Employee will not receive additional pay
16 for such work beyond the Employee's regular weekly salary.

17 **E.** Sections 2 through 8 do not apply to the classification of Operations Security
18 Liaison.

ARTICLE 21: CUSTOMER INFORMATION OFFICE EMPLOYEES**SECTION 1 – DEFINITION OF EMPLOYEES**

“Customer Information Office Employees (CIO Employees)” shall mean all Employees in the following classifications:

- Assigned Customer Information Specialist (Assigned CIS)
- Customer Information Specialist (CIS)
- Senior Customer Information Specialist (including a.m. Senior, Weekend Senior and p.m. Senior) (Senior CIS)

SECTION 2 – GENERAL CONDITIONS

A. All routine update work dealing with information provided exclusively for, or historically in, the CIO shall be performed by CIO Employees as long as the information continues to be provided in the same manner.

B. Senior CIS, CIS and Assigned CIS shall be considered as one classification for the purposes of layoff.

C. The PARTIES agree to establish a joint Working Conditions Committee comprised of equal number of METRO-appointed and UNION-appointed Sales and Customer Service Office representatives. The purpose of this committee will be to improve working conditions and work processes in Sales and Customer Services. The committee will meet regularly and during the planning phase of any project that will impact working conditions. The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

SECTION 3 – WORK ASSIGNMENTS

A. The day shift shall be considered the first shift of the day; the swing shift will be considered the second; and the graveyard shift will be considered the third. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

B. The workweek shall consist of five consecutive days, except when a CIO Employee’s pick makes this impossible. Each CIO Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour

1 period and will include an unpaid one-half hour lunch and two paid 15-minute breaks. Exceptions to
2 this rule are:

3 • Graveyard shift, which shall be completed within a continuous eight-hour
4 period, so long as it is staffed by only one CIO Employee.

5 • Shifts with one-hour lunches shall be completed within a continuous nine
6 hour period and will include an unpaid one-hour lunch break and two paid 15-minute rest breaks. No
7 more than 50% of all full-time shifts shall have one-hour lunch breaks.

8 • Assigned Weekday shifts on Thursday or Friday shall be completed within a
9 continuous eleven-hour period and will include an unpaid one-hour lunch break and two paid 15-
10 minute rest breaks.

11 • Assigned Weekend shifts on Saturday or Sunday shall be completed within a
12 continuous 10-1/2 hour period and will include an unpaid one half-hour lunch break and two paid 15-
13 minute rest breaks.

14 A CIO Employee who picks a regular weekly schedule consisting of four ten-hour shifts will
15 be governed by the provisions in Article 13.

16 C. Shifts and RDOs shall be arranged so that each CIO Employee shall have at least
17 eight hours off between shifts and at least 60 hours off for RDOs; except that CISs, who select extra
18 positions, and Assigned CISs shall have at least 54 hours off for RDOs.

19 D. No more than 20% of all full-time CIS assignments shall be extra positions. A
20 CIS who selects an extra position shall be guaranteed eight hours pay each day.

21 E. Work schedules for extra person and Assigned CIS positions shall be posted on
22 Tuesday of the week prior to the effective date of the assignment.

23 F. No regular, full-time continuous shift in the CIO shall be split during the life of
24 this AGREEMENT. No full-time CIS will be required to accept assigned status. No Assigned CIS
25 will be required to accept a split shift without mutual agreement between the PARTIES.

26 G. METRO may create telecommuting shifts, which will be assigned and
27 administered according to guidelines mutually developed and agreed by the PARTIES.

28 **SECTION 4 – PICKS**

1 **A.** Each CIS and Assigned CIS shall select, by seniority, a shift, assigned position or
2 an extra position at each pick. Each CIS and Assigned CIS, who selects a shift, also will be entitled
3 to select, by seniority, his/her two consecutive RDOs, breaks and lunch hours by seniority at the pick.
4 Each CIS and Assigned CIS, who picks an extra position, will be assigned his/her two consecutive
5 RDOs, breaks, and lunch hour.

6 **B.** Senior CISs in positions that have been designated by METRO as permanent
7 assignments, shall not be subject to the pick.

8 **C.** Selection of shift and vacation for CISs and Senior CISs will be determined by
9 seniority earned within the specific classification.

10 **D.** CIS picks will be scheduled in conjunction with Transit Operator picks. Copies of
11 the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted and
12 sent to the UNION at least two weeks prior to the date of the pick.

13 **E.** A UNION representative shall be present during pick.

14 **F.** No change or alteration to any shift which was picked shall be made during a
15 shake-up without consent from the affected CIO Employee and the UNION.

16 **G.** Vacancies in the position of Senior CIS will be filled by a CIO Employee with at
17 least two years of experience as a CIO Employee. When qualifications and experience are equal,
18 current continuous service as a CIS will be the determining factor.

19 **H.** All available acting weekend Senior CIS positions will be posted at the pick. Two
20 years experience as a CIO Employee is preferred. The acting weekend Senior CISs will be selected
21 by seniority on a rotating basis. Such acting assignments will last one shake-up.

22 **I.** A CIO Employee who is unable to attend the pick may leave, with the UNION, an
23 absentee pick form indicating his/her work preferences. Failure to do so will result in the UNION
24 representative picking an assignment for the CIO Employee. The UNION representative shall make
25 an effort to select an assignment comparable to the assignment last selected at a pick. Selections
26 made by the UNION will not be subject to the grievance/arbitration procedure.

27 **J.** No CIO Employee shall be compensated for time spent in the pick unless it is
28 during his/her regular work hours.

1 **K.** When a permanent vacancy occurs, CIO Employees working in such classification
2 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
3 shake-up.

4 **L.** When METRO determines that a CIO Employee will be unavailable for work for
5 an entire shake-up, for any reason, such CIO Employee shall not pick a shift. This provision shall
6 include any CIO Employee who is detailed or upgraded into job classifications other than his/her
7 own.

8 **SECTION 5 – VACATION SELECTION**

9 **A.** Vacations will be picked by seniority as outlined in this Section. Senior CISs will
10 pick from a separate vacation list.

11 **B.** The vacation pick shall be completed by November 15th each year. The vacation
12 calendar shall remain posted and shall be kept current.

13 **C.** Vacations may be split into periods of one or more full weeks when this can be
14 arranged at no additional cost to METRO. A CIO Employee may elect to take 50% of his/her
15 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
16 advance by the immediate supervisor.

17 **D.** A CIO Employee who takes his/her vacation in two or more periods shall select
18 the second period of his/her vacation after all CIO Employees in his/her classification have made
19 their first selection; his/her third selection after all CIO Employees in his/her classification have
20 made their second selection; etc., until all periods of vacation have been selected.

21 **E.** At the vacation pick, a CIO Employee may select vacation combined with AC in
22 consecutive blocks. A CIO Employee may not pick AC unless it is accrued at the time of the
23 vacation pick.

24 **F.** Any picked vacation periods not used will be offered to other CIO Employees by
25 seniority in the same classification if METRO determines business reasons permit.

26 **SECTION 6 – OVERTIME**

27 **A.** All hours worked in excess of eight hours in the scheduled workday or on a CIO
28 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-

1 time rate of pay for actual overtime hours worked.

2 **B.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
3 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
4 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
5 differential.

6 **C.** Overtime will be offered on a rotating basis from a CIO Employee overtime list.
7 If the list is exhausted or if no CIO Employee on the list is reasonably available, overtime will be
8 offered to eligible Pass Sales Office (“PSO”) Employees by seniority on a rotating basis. If no PSO
9 Employee is reasonably available, METRO may assign overtime to CIO Employees by inverse
10 seniority.

11 **SECTION 7 – SPECIAL ALLOWANCES**

12 **A.** Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
13 graveyard shift.

14 **B.** A CIO Employee, who has gone home after his/her regular shift, and who is called
15 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
16 A CIO Employee called in before his/her scheduled report time and in conjunction with his/her
17 regular shift will be paid for actual hours worked. An exception shall be telecommuters, who will be
18 guaranteed one hour of pay at the overtime rate.

19 **C.** CISs and Assigned CISs shall receive a straight-time premium for assignments
20 instructing another individual as follows:

21 **1.** One hour of pay at the CIO Employee’s current rate for four hours or less of
22 instruction in one day.

23 **2.** Two hours of pay at the CIO Employee’s current rate for more than four
24 hours of instruction in one day.

25 **D.** CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
26 out of classification work in the PSO.

27 **E.** CIS trainees will receive at least 50% of the current top step hourly wage for CISs
28 for actual hours worked until successfully completing training.

SECTION 8 – SPECIAL BENEFITS

A. When a CIO Employee is informed during his/her regular shifts that overtime in excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a 30-minute unpaid meal period or a 15-minute paid break, upon request.

B. When a CIO Employee is called in for emergency work two or more hours prior to the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute paid break, upon request.

SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS

A. Each Assigned CIS shall receive his/her work assignments from METRO and may work less than an eight hour day and/or 40-hour workweek.

B. If the PARTIES agree to split shifts, up to one-third of Assigned CIS shifts may be split, with a maximum spread of 12-1/2 hours. The Assigned CIS will be paid at a rate equivalent to time and one-half for spread time in excess of 10-1/2 hours.

C. An Assigned CIS who is on active pay status at least 80 hours in one calendar month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are observed in the succeeding month. In addition, an Assigned CIS may be eligible for a personal holiday, as provided in Article 8, Section 5. An Assigned CIS who works less than 80 hours in one calendar month will not be eligible for holiday pay in the succeeding month. However, such Employee, who works on the day of observance of any of the holidays listed in Article 8, Section 4, will be paid at the overtime rate.

D. An Assigned CIS will accrue sick leave upon qualification.

E. Not more than 40% of all CIS positions shall be Assigned CISs.

F. METRO shall offer all new or vacant full-time CIS positions to qualified Assigned CISs. If no qualified Assigned CIS is available, METRO then shall offer the new or vacant CIS positions to qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned CIS positions to qualified PSO Employees. If there are no qualified PSO applicants, METRO may conduct an open and competitive recruitment to fill the vacancy. Seniority shall determine the order of selection after qualifications have been determined through appropriate criteria and testing

1 methods as determined by METRO. METRO shall determine qualification criteria.

2 **G.** A Senior CIS shall notify CISs of infractions but will not issue discipline or
3 perform formal performance evaluations of Employees.

4 **H.** Senior CISs will monitor CISs on an ongoing/rotating basis. An observation
5 report will be placed in the CIO Employee's file only upon request of the Employee.

6 **I.** Vacancies in Senior CIS positions will be filled from qualified CIS applicants.
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ARTICLE 22: SUPERVISORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A. A “First-Line Supervisor (Supervisor)” shall mean a person employed by METRO on a regular full-time continuing basis in any one of the following classifications:

- Base Dispatcher/Planner
- Communications Coordinator
- Schedule Maker
- Service Supervisor
- Transit Instructor

B. A “Supervisor-in-Training (SIT)” shall mean an Employee who is training to become a Supervisor.

SECTION 2 – MUTUAL RESPONSIBILITIES

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from Supervisors, is vested exclusively in METRO, limited only by the stated conditions in this Article. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

SECTION 3 – SUPERVISOR-IN-TRAINING

A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Candidates for these positions shall be selected from METRO FTOs, Rail Operators, Streetcar Operators and Rail Supervisors, who were not previously Bus Supervisors. Operator candidates must have at least two and one-half years of full-time bus driving service in the five years preceding the closing date for applications. Interested Employees must formally apply through METRO’s Transit Human Resources Office within the specific time frame listed. Selection of SIT candidates shall be the sole responsibility of METRO. Candidates shall be selected in accordance with METRO’s Merit System on the basis of ability, training, education, experience and job performance, as determined by appropriate testing procedures and evaluations, which have been, and will continue to be, developed with input from the Supervisors. Whenever possible, a

1 Supervisor, selected by METRO after consultation with the UNION, will be included in the SIT
2 candidate selection process.

3 **B.** Successful candidates will be placed on a list by seniority. The SIT candidate list
4 will remain in effect until exhausted. Candidates must meet eligibility criteria used for the
5 recruitment process at the time of appointment or they will be removed from the list. Once removed
6 from the list, an Operator must wait until the next recruitment and reapply.

7 **C.** SITs will be placed in that classification for twelve months. During the twelve-
8 month period, each SIT will be required to qualify in the Base Dispatcher/Planner and Service
9 Supervisor classifications. Failure to qualify will result in termination as an SIT. Upon completion
10 of training in each area, the SIT will receive a performance evaluation. Upon qualification in all
11 required areas, the SIT will receive a formal review with METRO. An SIT who is terminated or
12 withdraws from any of the required classifications during training will be returned to FTO with no
13 loss of seniority.

14 **D.** METRO will establish and publish standards for qualification and, with input from
15 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
16 each required classification.

17 **E.** SIT candidates may be trained before an appointment is available. If such training
18 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT
19 probation requirement and will be credited day for day for purposes of leave accruals, salary step
20 placement and future salary step increases.

21 **F.** An SIT shall not formally train another SIT at any time.

22 **G.** Upon appointment, an SIT shall be subject to a twelve-month probationary period.

23 **H.** An SIT, upon hire date, will receive a voucher for four pairs of uniform pants, six
24 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
25 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
26 allowance according to the provision in Section 10, Paragraph B.

27 **I.** An SIT may be assigned to work Service Supervisor or Base Dispatcher/Planner
28 shifts under direct supervision of a Supervisor. Upon successful completion of training in either

1 classification, the SIT may independently work shifts in that classification.

2 **J.** Upon qualification in either Service Supervisor or Base Dispatcher/Planner
3 classification, the SIT may be placed at the bottom of the relief list in that classification for the
4 remainder of the time s/he is assigned to that classification. Upon qualification in both
5 classifications, an SIT will be assigned work in either classification, at METRO's discretion. When
6 assigned to a relief list, the SIT's assignments will be governed by the provisions of Section 6,
7 Paragraphs E, F and G.

8 **K.** Upon qualification in both classifications, and by mutual agreement between the
9 PARTIES, an SIT may be eligible to fill a vacant Supervisor position by seniority.

10 **L.** At METRO's discretion, an SIT who has successfully qualified in the Service
11 Quality and Base Dispatcher/Planner classifications may volunteer to qualify in the Transit Instructor
12 or Communication Coordinator classification.

13 **M.** Upon qualification in a classification, an SIT will be eligible to bid on overtime in
14 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

15 **N.** Requests for vacation or other paid time off will be granted, as staffing levels
16 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
17 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
18 classification in which the SIT is being trained at the time of vacation.

19 **O.** The following provisions of this Article shall also apply to SITs: Section 6,
20 Paragraphs I and N; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

21 **SECTION 4 – PICKS**

22 **A.** In the spring and fall of each year, when a facility opens or closes, or when
23 mutually agreed by the PARTIES, all shifts or positions required in the job classifications of
24 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker (when
25 a Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph C), and Transit
26 Instructor, will be posted for a general pick. The two general picks will be held unless a special pick
27 has occurred or is scheduled to occur within 45 days of the general pick. Copies of schedules and
28 assignments to be picked will be posted at all work sites 14 days prior to the pick. METRO also will

1 issue each Supervisor, and the UNION, a copy of this information. After the posting, there will be a
2 review period in which changes may be made by METRO. No changes will be made five days prior
3 to the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will
4 occur between April 1 and April 15 and implementation of the fall pick will occur between October 1
5 and October 15.

6 **B.** Shifts will be classified as regular and relief. Supervisors will be permitted to
7 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
8 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
9 PARTIES.

10 **C.** Supervisors who have not worked in a classification for twelve months may
11 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
12 be considered permanently qualified unless mutually agreed by the PARTIES.

13 **D.** A Supervisor may report to the pick room no earlier than 20 minutes prior to
14 his/her pick time to examine available work assignments.

15 **E.** A Supervisor who does not attend the pick must leave, with the UNION, at least
16 four choices of assignments in order of preference. Failure to do so will result in the UNION
17 representative making every effort to select an assignment comparable to the assignment last selected
18 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
19 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
20 working hours.

21 **F.** UNION representation for the Supervisors shall be present during the pick.

22 **G.** All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
23 significant duties, RDOs, or job classification changed during a shake-up without approval of the
24 affected Supervisor(s) and the UNION.

25 **H.** At each pick, Supervisors may volunteer in writing to work overtime.

26 **I.** There will be no restriction, except as provided elsewhere in this Article, on the
27 number of Supervisors picking in or out of a particular classification except that the number of
28 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years,

1 picking into the Transit Instructor, or Communications Coordinator classifications will be limited to
2 two in each classification. However, the unit supervisor may exceed this number at his/her
3 discretion. For picks due to the opening or closing of a facility, or changes in facility hours,
4 nonqualified Supervisors will not be allowed to pick into the Transit Instructor, Schedule Maker or
5 Communications Coordinator classifications without prior approval of the unit supervisor.

6 **J.** If a sufficient number of qualified Supervisors do not voluntarily pick into a
7 particular classification, Supervisors who are currently qualified in that classification will be
8 required, in inverse order of seniority, to pick shifts in that classification. When a Supervisor is
9 forced into a classification because of the language in this Paragraph, there will be a re-pick for all
10 Supervisors with less seniority than the Supervisor who is being forced.

11 **K.** If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor or
12 Communications Coordinator classification and fails to qualify, his/her vacant shift will be filled by
13 the next most senior Supervisor who desires it, who will be inserted into the section in seniority
14 order. There will be a repick of assignments within the section, starting with the inserted Supervisor.
15 The Supervisor who fails to qualify will fill the resulting vacancy if s/he is qualified to do so. If not,
16 this process will be repeated until there is a vacancy in a classification in which s/he is qualified.
17 S/he may repick the classification in which s/he failed to qualify after a period of two years or with
18 the approval of the unit supervisor.

19 **L.** To be considered qualified as a Communications Coordinator, a Supervisor must
20 successfully complete a qualification process consisting of a training period and two weeks of
21 independent performance of the duties of the position. METRO will determine qualification based
22 on job performance. Supervisors who fail to qualify in this classification will not participate in the
23 qualification process for a period of two years without permission of the unit supervisor.

24 **M.** In order for a Supervisor to pick the Service Quality or Training Sections or to be
25 on an overtime list in either classification, the Supervisor must have a valid CDL with required
26 endorsement, medical certification or waiver of certification at the time of the pick. Licenses,
27 waivers and endorsements will be checked at the pick.

28 **N.** A Supervisor picking the Transit Instructor classification will pick his/her work

1 location by seniority.

2 **O.** All block assignments shall have ten hours off between consecutive day's
3 assignments except that in one instance per week per blocked assignment, there may be a minimum
4 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
5 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
6 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
7 assignments shall select one set of the same posted assignment for two consecutive days, a different
8 set of the same posted assignment for another two consecutive days, and a third posted assignment
9 for a single day. Supervisors' selection of blocks may require inclusion of a one-day floating
10 assignment. Should either party be adversely affected by this Paragraph, the PARTIES agree to meet
11 and negotiate necessary changes.

12 **P.** Pick will be governed by the provisions of this Section and by guidelines mutually
13 developed and agreed by the PARTIES.

14 **SECTION 5 – MOVE-UPS**

15 **A.** When a vacancy occurs during a shake-up in any Supervisor classification and
16 METRO elects to fill the vacant shift, a system-wide seniority move-up will be held by the UNION
17 as soon as possible. Remaining vacant assignments may be offered in seniority order to SITs who are
18 qualified in all required classifications. If there is a remaining vacancy in the Communications
19 Coordinator or Transit Instructor classification not filled by a move-up, METRO may fill the vacancy
20 with the lowest seniority Supervisor who is qualified in the classification and who is not already
21 assigned to the Communications Coordinator or Transit Instructor classification. Once a Supervisor
22 is forced into the classification because of the language of this Paragraph, shifts will be picked by
23 seniority starting with the forced Supervisor.

24 **B.** Move-ups may not be requested during the last eight weeks of the current shake-
25 up.

26 **C.** A Supervisor qualifying in the Communications Coordinator or Transit Instructor
27 classification may participate in move-ups; but s/he will not move into the new assignment until s/he
28 has completed or been released from the training requirement.

SECTION 6 – WORK ASSIGNMENTS

A. All job classifications except for Transit Instructor, SIT and Schedule Maker shall have regular shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.

B. All assignments in the classification of Schedule Maker and Transit Instructor shall be completed within a continuous eight hour period, unless the assignment is designated for an unpaid 30-minute lunch break.

C. All Base Dispatcher/Planner shifts shall be straight through, unless mutually agreed by the PARTIES. Communications Coordinator assignments shall have no more than one split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-through on nights (any shift completed after 8:00 P.M.), weekends and holidays when Sunday schedules are operating. Relief Supervisors in the Service Quality Section shall be guaranteed 70% straight-through shifts on weekdays, unless waived by the Relief Supervisor, and 100% straight-through on nights, weekends and holidays when Sunday schedules are operating. Temporary split extra assignments may be assigned to the relief list, however, a Relief Supervisor cannot be required to work a split extra assignment for more than two consecutive weeks.

D. Regular shifts shall consist of five consecutive days of work within a specific classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall be two consecutive days. 4/40 shifts shall consist of four consecutive days of work within a specific classification, with each workday guaranteed ten hours. All regular shifts in the classifications of Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will be assigned in their entirety unless otherwise approved by the unit supervisor. When a shift is cancelled, the unit supervisor will notify the UNION.

E. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each pay period for the following pay period. There will be two consecutive RDOs for each 40-hour week, except for Relief Supervisors with Friday and Saturday RDO combinations switching to

1 another RDO combination or vice versa. RDOs will not be changed or cancelled without the consent
2 of the affected Supervisor, except in an emergency. The RDOs for Relief Supervisors may change
3 each pay period as a result of the availability of assignments.

4 **F.** Prior to the end of each pay period, each Relief Supervisor will pick his/her
5 assignment for the next pay period from the known available assignments and available RDOs, by
6 seniority. Assignments with four or five days of the same shift number available in one pay week
7 (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week will be
8 picked separately. Assignments selected the first week will not affect selections in the second week,
9 except where minimum time off between shifts and/or 54 hours off for RDOs would be
10 compromised. Block assignments may be broken up with shifts selected individually by the Relief
11 Supervisor.

12 **G.** If there are not enough work assignments for all Relief Supervisors to choose
13 from, extra assignments may be created. METRO may change a Relief Supervisor's extra
14 assignment by up to eight hours, provided the change is made at least twelve hours before the start
15 time of the Supervisor's extra assignment, except as provided in Paragraph I. In an emergency, or
16 with the Relief Supervisor's consent, a Relief Supervisor's extra assignment may be changed by
17 more than four hours and with less than twelve hours notice. Relief Supervisors who have picked
18 extra assignments must check in between twelve and eight hours prior to the scheduled start of the
19 extra assignment to find out if there is a change.

20 **H.** Scheduled Transit Instructor work will be selected by seniority by qualified
21 Transit Instructors at the worksite. Selected assignments will be worked in their entirety unless a
22 requested change is approved by the unit supervisor. METRO may modify a Transit Instructor's
23 work assignments to meet training needs. To balance workload, METRO may require one or more
24 Transit Instructors from one worksite to work at a different worksite. Such assignments will be made
25 to qualified Transit Instructors in inverse seniority, unless a more senior, qualified Transit Instructor
26 volunteers for the assignment.

27 **I.** All Supervisors shall have at least 54 hours scheduled off for their two consecutive
28 RDOs.

1 **J.** METRO will determine the number of relief shifts in each classification, but the
2 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all
3 shifts in that classification; however, not less than three at METRO's option.

4 **K.** METRO agrees to assign all special assignments, tasks and projects by giving
5 equal consideration to the Supervisor's education, ability and experience as it applies to each
6 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply;
7 and selection shall be based on the above criteria if the special assignment, task or project is to exist
8 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
9 assignment, task or project will be rotated among those Supervisors who applied and who meet the
10 above criteria, provided the rotation does not result in project delay. METRO also recognizes the
11 need for ongoing optional training programs which will allow Supervisors to become better qualified
12 for their present work assignments or for advancement.

13 **L.** Any work that has been historically or traditionally performed by Supervisors will
14 not be performed by any other individual.

15 **M.** On a holiday when METRO operates a Sunday schedule, Base Operations Utility
16 and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
17 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each
18 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled
19 Supervisor for that shift will be off with holiday pay. If a Utility or Planner/Utility shift is not
20 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift
21 or taking the day off with holiday pay. If the regularly scheduled Supervisor chooses not to work that
22 shift, the shift will be filled by the normal Relief Supervisor assignment process, then through the
23 overtime assignment processes.

24 **N.** When a shift remains unfilled within one hour of the start time of the shift and
25 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
26 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
27 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
28 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,

1 Supervisor qualification, business requirements and the Supervisor's desire to change work
2 assignments.

3 **O.** METRO may require up to four Supervisors to train in each of the Communication
4 Coordinator and Transit Instructor classifications during each shake-up. Volunteers, in seniority
5 order, will be selected for the training. If there are not enough volunteers to fill designated training
6 requirements, Supervisors may be required to train. If a Supervisor is required to train as a
7 Communications Coordinator, s/he will be selected in inverse seniority order from Supervisors who
8 have four or more years of seniority and who have not had a previous opportunity to train as a
9 Communications Coordinator. If a Supervisor is required to train as a Transit Instructor, s/he will be
10 selected in inverse seniority order from Supervisors who have not had a previous opportunity to train
11 as a Transit Instructor. A Supervisor who fails to qualify will return to his/her picked assignment.
12 For the purpose of this Paragraph, years of seniority will be calculated from the date of appointment
13 as an SIT and adjusted day-for-day for any time spent in excess of 90 consecutive calendar days on
14 either military leave (unless required otherwise by law) and/or in a layoff status.

15 **SECTION 7 – SPECIAL ALLOWANCES**

16 **A.** Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one
17 workday, providing that premium time is not already being paid, in which case spread time will be
18 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread
19 assignment.

20 **B.** Any Supervisor working in the Communications Coordinator classification will
21 receive a 5% differential added to his/her wage rate for all time worked in that classification. Any
22 Supervisor working a window shift as a Base Dispatcher/Planner will receive a 5% differential added
23 to his/her wage rate for all time worked in that capacity.

24 **C.** A Supervisor shall receive two hours straight-time pay for each shift during which
25 s/he instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or retraining
26 for which METRO requires a written evaluation. This pay will be contingent on the completion of an
27 evaluation of the trainee's performance.

28 **SECTION 8 – OVERTIME**

1 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
2 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

3 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
4 pay of four hours. No Supervisor will be required to work on his/her RDO except in an extreme
5 emergency.

6 C. All overtime will be assigned according to guidelines mutually developed and
7 agreed by the PARTIES.

8 D. Posted special event assignments will be available for pick by those Supervisors
9 selecting either the Service Supervisor or Communications Coordinator classifications. These
10 assignments will be known as future overtime and will be credited to the Supervisor in advance and
11 combined with hours actually worked.

12 **SECTION 9 – VACATION SELECTION**

13 The selection of vacation will follow those guidelines set for vacation selection and accrual in
14 Article 9 with the following exceptions:

15 A. At the spring pick, Supervisors will select vacations in increments of no less than
16 five days, in order of Supervisor seniority in each classification. After all first choices are filled by
17 seniority, second, third, fourth and fifth choices will be selected in that order by seniority within each
18 classification. Appropriately accrued vacation will be used in the selection of these periods.

19 B. At the fall pick, if a Supervisor picks into a classification, listed in Section 1, other
20 than the one for which s/he has selected his/her fall vacation, and his/her fall vacation period is full in
21 the newly picked classification, s/he may not bump a person with lower seniority who has already
22 selected that period in that classification. Such Supervisor will select another vacation period from
23 the remaining periods in the new classification. Appropriately accrued vacation will be used in the
24 selection periods.

25 C. The number of Supervisors within a classification allowed on vacation during the
26 same period shall be at least 14% of the number of Supervisors in that classification, including SITs
27 projected to be in the classification on June 30. However, during FTO pick, the minimum number of
28 Base Dispatcher/Planners allowed on vacation shall be reduced by two except during the August

1 FTO pick when it will be reduced by one. Qualified Relief Supervisors and/or one-third of all
2 Transit Instructors may be required to work in other classifications to fill vacation reliefs, by inverse
3 seniority.

4 **D.** A Supervisor may use his/her current vacation accrual in single-day increments
5 with the approval of his/her immediate supervisor.

6 **SECTION 10 – SPECIAL BENEFITS**

7 **A.** Upon the approval of the unit supervisor, at least one Supervisor per day in each
8 classification shall be allowed to use a personal holiday.

9 **B.** Annually, on the fourth Monday in January, a uniform allowance payable by
10 voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year
11 shall be available for each Supervisor. The maximum uniform allowance balance which may be
12 carried over into the next year is \$500. The uniform voucher may be used only to purchase
13 authorized uniform items. When a Supervisor needs to replace his/her all-weather parka or jacket
14 due to normal wear and tear, METRO will issue a voucher for its replacement. In addition to the
15 above allowances, a Supervisor may be reimbursed once each calendar year for one pair of personal
16 work shoes costing up to an amount of six times the top step of the Base Dispatcher/Planner wage.
17 To receive reimbursement the shoes must meet the current standards of uniform footwear for
18 Supervisors.

19 **1.** A Supervisors' Uniform Committee shall be appointed to maintain or
20 modify all Supervisors' clothing and appearance standards.

21 **2.** All necessary foul weather gear will be provided by METRO.

22 **SECTION 11 – GENERAL**

23 **A.** All Supervisors working in the classifications of Transit Instructor,
24 Communications Coordinator, Service Supervisor and SIT will receive hands-on orientation on all
25 coach or coach-related equipment within 90 days of its use in service. Those Supervisors who are
26 directly involved in the operation/service of the special equipment will receive orientation or training
27 on such equipment.

28 **B.** It is METRO's responsibility that all Supervisors will be trained and certification

1 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
2 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

3 C. The PARTIES will establish a Supervisors Labor-Management Relations
4 Committee for the purpose of exploring and responding to issues of mutual concern to METRO and
5 the Supervisors.

6 D. METRO and the Supervisors will develop a complete written description of the
7 duties and responsibilities of each shift, to be made available at each pick.

8 E. For all classifications as set forth in Section 1: METRO will determine the number
9 of Supervisors allowed to have time off through day off book procedures and will accommodate
10 Supervisor requests consistent with daily staffing requirements. Day off book procedures will be
11 consistent in all classifications. Requests for AC days may not be entered into the day off book more
12 than one calendar month in advance of the day(s) off desired.

ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**SECTION 1 – DEFINITION OF EMPLOYEES**

- Operations Support System (OSS) Coordinator
- Scheduling Technical Information Processing Specialist III
- Senior Schedule Planner
- Transit Information Planner

SECTION 2 – GENERAL CONDITIONS

A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators will be Fair Labor Standards Act (FLSA) exempt Employees who may work flexible schedules. An Employee may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her unit supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days executive leave annually, to be administered according to King County policy.

B. When there is a regular vacancy in the Senior Schedule Planner classification, it will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the vacancy based on seniority, work knowledge and work performance. The remaining vacant assignment will be subject to recruitment and will be filled by a Bus Supervisor, Rail Supervisor or O&M Supervisor who has previous Bus Supervisor seniority or an OSS Coordinator, based on merit. If no Bus Supervisor, Rail Supervisor, or O&M Supervisor who has previous Bus Supervisor Seniority or OSS Coordinator applies during a recruitment to fill a regular vacancy, METRO may then recruit for and select from other qualified Employees.

C. At every regular Supervisor pick, one Senior Schedule Planner position will be used for training. METRO will solicit letters of interest from Bus Supervisors, Rail Supervisors and an O&M Supervisor who has previous Bus Supervisor seniority and OSS Coordinators to temporarily fill this Senior Schedule Planner position. The Senior Schedule Planner position is intended to provide Supervisors or OSS Coordinators with training opportunities in the Schedule Unit. If there are multiple candidates for this training position, METRO will make a selection using a merit-based selection process. If there are no applicants for this training position, the position will be filled as a

1 Schedule Maker position and posted no later than six days prior to Supervisor pick, in accordance
2 with Supervisor pick guidelines. In order to provide for an orderly transition, there will be a brief
3 period of overlap between the Supervisor completing his/her training period and the next Supervisor
4 selected to begin his/her training, in order for the new trainee to become qualified.

5 **D.** When there is a regular vacancy in the OSS Coordinator classification it will be
6 filled by a Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor
7 experience or a Senior Schedule Planner. METRO will use a merit-based selection process to
8 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
9 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select
10 from qualified Employees.

11 **E.** When an OSS Coordinator is required to work on a holiday, s/he will have another
12 day off with pay on a day mutually agreed by the Employee and his/her unit supervisor.

13 **F.** Employees listed in Section 1 will receive a second personal holiday to be used in
14 the payroll year in lieu of the holiday for Lincoln's Birthday specified in Article 8, Section 4. The
15 use of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

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ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS (WSFC)

When the WFSC resumes service, Employees who work on the WFSC will become part of METRO's Rail Section. In anticipation of this change, the PARTIES agree that Article 24 of the collective bargaining agreement that was in effect between November 1, 2004, and October 31, 2007, is hereby removed from this AGREEMENT. It is understood that deleted text of former Article 24 will serve as a starting point for negotiations for a future article for Conductors in Exhibit D. Unless mutually agreed otherwise, negotiations to establish the contents of an article for Conductors will begin at least six months prior to METRO reinstating service on the WFSC.

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ARTICLE 25: PASS SALES OFFICE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Pass Sales Office (PSO) Employees” shall mean all Employees in the following classifications:

- Assigned Pass Sales Representative (Assigned PSR)
- Pass Sales Representative (PSR)
- Senior Accounting Representative

SECTION 2 – GENERAL CONDITIONS

A. An operations manual for each area of PSO will specify applicable policies and procedures. Such policies and procedures shall not conflict with the provisions of this AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete, updated manual will be available to all PSO Employees.

B. The PARTIES agree to establish a Joint Working Conditions Committee comprised of equal numbers of METRO management and UNION-appointed Sales and Customer Services representatives. The purpose of this committee will be to improve working conditions and work processes in Sales and Customer Services. The committee will meet regularly and during the planning phase of any project that will impact working conditions. The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

SECTION 3 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee’s pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular workday. Each shift, except where modified by historical practice, will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch and two paid 15-minute breaks.

B. The graveyard shift shall be considered the first shift of the day; the day shift shall be considered the second; and the swing shift shall be considered the third. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

1 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
2 hours off between shifts and at least 60 hours off for RDOs.

3 **SECTION 4 – PICKS**

4 A. Each PSR will select his/her position at a time scheduled in conjunction with
5 Transit Operator picks. Positions at the Sales Counter, Metro Customer Stop and 624-PASS will be
6 available for pick. At pick a volunteer list for qualified PSRs will be posted for backfill purposes for
7 short term vacancies.

8 B. During his/her probationary period, each PSR will receive training in each of the
9 following areas: Sales Counter or Metro Customer Stop and 624-PASS. A PSR will not participate
10 in the pick until his/her training period is completed and s/he is qualified in all work areas. A PSR
11 trainee who completes his/her training and is qualified in all work areas will pick a vacant position by
12 seniority for the remainder of the current shake-up.

13 C. Copies of the proposed pick schedules and shifts will be posted for review 21
14 calendar days prior to the start of the pick. Changes in the posting may not be made less than five
15 days prior to the pick.

16 D. A UNION representative shall be present during the pick.

17 E. A PSR who is unable to attend the pick may leave an absentee pick form indicating
18 his/her work preferences with the UNION. Failure to do so will result in the UNION representative
19 picking an assignment for the Employee. The UNION representative will make an effort to select an
20 assignment comparable to the assignment last selected at pick. Selections made by the UNION will
21 not be subject to the grievance/arbitration procedure. Employees shall not be compensated for time
22 spent in the selection process, unless it is during their regular work hours.

23 F. When METRO determines that a PSO Employee will be unavailable for work for
24 an entire shake-up, for any reason, that PSO Employee shall not pick a shift. This provision shall
25 include PSO Employees who are detailed or upgraded into job classifications other than their own.

26 **SECTION 5 – FILLING VACANCIES**

27 A. A “short term vacancy” shall mean a vacancy lasting for five or fewer working
28 days. A “temporary vacancy” shall mean a vacancy lasting for more than five working days. A

1 “permanent vacancy” shall mean a vacancy for which there is a hiring process.

2 **B.** At pick, PSRs qualified in all PSO work areas will have the opportunity to be on a
3 volunteer list for backfill of short term vacancies. If there are no volunteers available, such work will
4 be assigned by inverse seniority on a rotating basis. A record of the rotating inverse seniority list
5 shall be posted and kept updated.

6 **C.** If a temporary vacancy is to be filled, it shall be filled by detail assignment. PSO
7 Employees who are qualified and willing to do the work shall be given first consideration. Seniority,
8 workload and staffing needs shall be the determining factors in filling the position. If no PSO
9 Employee volunteers are available, the position will first be assigned to PSO Employees by inverse
10 seniority on a rotating basis, then to qualified volunteers from the CIO. If no qualified Employees
11 are reasonably available, outside help will be used. The UNION will be advised when outside help is
12 called.

13 **D.** METRO shall offer all new or vacant full-time PSR positions to qualified
14 Assigned PSRs. If no qualified Assigned PSR is available, METRO then shall offer the new or
15 vacant PSR positions to qualified CIO Employees. Likewise, METRO shall offer all new or vacant
16 Assigned PSR positions to qualified CIO Employees. Seniority shall determine the order of selection
17 after qualifications have been determined through appropriate criteria and testing methods as defined
18 by METRO. METRO shall determine qualification criteria. If there are no qualified CIO applicants,
19 METRO may conduct an open and competitive recruitment to fill the vacancy.

20 **E.** When a permanent vacancy occurs, PSO Employees working in such classification
21 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
22 shake-up.

23 **SECTION 6 – OVERTIME**

24 **A.** Overtime will be offered by seniority on a rotating basis from a PSO Employee
25 overtime list. If the list is exhausted or if no PSO Employee on the list is reasonably available,
26 overtime will be offered to eligible CIO Employees by seniority on a rotating basis. If no CIO
27 Employee is reasonably available, METRO may assign overtime to PSO Employees by inverse
28 seniority.

1 **B.** All hours worked in excess of eight hours in the scheduled workday or work on a
2 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
3 straight-time rate of pay of the classification for actual overtime hours worked.

4 **C.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
5 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
6 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
7 differential.

8 **SECTION 7 – SPECIAL ALLOWANCES**

9 **A.** Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
10 graveyard shift.

11 **B.** A PSO Employee who has gone home after his/her regular shift, and who is called
12 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
13 A PSO Employee called in before his/her scheduled report time and in conjunction with his/her
14 regular shift will be paid for actual hours worked.

15 **C.** PSRs and Assigned PSRs shall receive a straight-time premium for instructing
16 individuals as follows:

17 **1.** One hour of pay at the PSO Employee's current rate for four hours or less
18 of instruction in one day.

19 **2.** Two hours of pay at the PSO Employee's current rate for more than four
20 hours of instruction in one day.

21 **D.** PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour
22 for out of classification work in the CIO.

23 **SECTION 8 – SPECIAL BENEFITS**

24 **A.** When a PSO Employee is informed during his/her regular shift that overtime in
25 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
26 30-minute unpaid meal period or a 15-minute paid break, upon request.

27 **B.** When a PSO Employee is called in for emergency work two or more hours prior to
28 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute

1 paid break, upon request.

2 C. Each PSO Employee required to work in a transit center or at a permanent satellite
3 customer stop will be provided with a telephone.

4 D. METRO shall maintain a silent alarm system at all METRO-operated PSO
5 counters.

6 **SECTION 9 – VACATION SELECTION**

7 A. Vacations will be picked by seniority as outlined in this Section. Senior
8 Accounting Representatives will pick from a separate vacation list.

9 B. The vacation pick shall be completed by November 15th each year. The vacation
10 calendar shall remain posted and shall be kept current.

11 C. Vacations may be split into periods of one or more full weeks when this can be
12 arranged at no additional cost to METRO. A PSO Employee may elect to take 50% of his/her
13 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
14 advance by the immediate supervisor.

15 D. A PSO Employee who takes his/her vacation in two or more periods shall select
16 the second period of his/her vacation after all PSO Employees in his/her classification have made
17 their first selection; his/her third selection after all PSO Employees in his/her classification have
18 made their second selection; etc., until all periods of vacation have been selected.

19 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
20 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the
21 vacation pick.

22 F. Any picked vacation periods not used will be offered to other PSO Employees by
23 seniority in the same classification if METRO determines business reasons permit.

24 **SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING**

25 **REPRESENTATIVES**

26 A. Each Assigned PSR shall receive his/her work assignments from METRO and may
27 work less than an eight-hour day and/or 40-hour workweek.

28 B. No regular, full-time, continuous shift in the PSO shall be split during the life of

1 this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR will be
2 required to accept a split shift without mutual agreement between the PARTIES.

3 **C.** An Assigned PSR, who is on active pay status at least 80 hours in one calendar
4 month, also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which
5 are observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
6 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
7 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR
8 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid
9 at the overtime rate.

10 **D.** An Assigned PSR will accrue sick leave upon qualification.

11 **E.** Not more than 25% of all PSO positions shall be Assigned PSRs.

12 **F.** If the PARTIES agree to split shifts, up to one-third of Assigned PSR shifts may be
13 split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate equivalent to
14 time and one-half for spread time in excess of 10-1/2 hours.

15 **G.** Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
16 infractions but will not issue discipline or perform formal performance evaluations of PSO
17 Employees.

18 **H.** Vacancies in the position of Senior Accounting Representative will be filled by a
19 PSO Employee with at least two years of experience as a PSR. When qualifications and experience
20 are equal, continuous service as a PSR will be the determining factor.

ARTICLE 26: TEMPORARY EMPLOYEES**SECTION 1 – DEFINITION**

A. “Temporary Employee” shall mean a person who is employed for a period of time not to exceed six months. However, Temporary Employees may be used for a maximum period of twelve months if mutually agreed by the PARTIES.

B. “Project Temporary Employee” shall mean a person who is employed for a period of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed two years on a special project.

SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE

A full-time Temporary Employee or Project Temporary Employee who is selected by METRO for a permanent position in the same classification shall serve a six-month probationary period; however, if the Employee has 90 or more days of continuous temporary employment in the classification at the time of selection, the probationary period shall be reduced to three months.

SECTION 3 – WAGES AND BENEFITS

A. A Temporary Employee shall be paid for actual hours worked at the current rate in effect for his/her classification and length of service. Such Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-time hours in one workweek and/or for hours worked on holidays.

B. The employment period will count for pay purposes and the service will count for seniority accrual and continuous service credit only during a single period of temporary employment; provided, however, when a Temporary Employee or Project Temporary Employee is laid off by METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent, Project Temporary, or Temporary Employee.

C. A Temporary Employee with less than 90 days of service is not eligible for any Employee benefits.

D. A Temporary Employee who is employed for 90 days or longer continuous service

1 and who works full-time shall be eligible, beginning the first of the month following the 90-day
2 anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.

3 **E.** A Temporary Employee whose employment is extended beyond 1,040 hours in a
4 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
5 start dates of benefits).

6 **F.** A Project Temporary Employee is eligible for benefits from the date of hire (based
7 on established start dates).

8 **G.** Temporary employees will not be used to fill regular, career service positions
9 except as provided in Article 3, Section 13.

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ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE

SECTION 1 – MODIFICATION PROVISION

No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented, or considered a binding modification to this AGREEMENT unless first reduced to writing, identified as such, and signed by the Director of the King County Office of Labor Relations/designee and the UNION President/Business Representative/designee.

SECTION 2 – SAVINGS CLAUSE

Should any provision of this AGREEMENT be rendered or declared invalid because of any existing or subsequent legislation or by any court decision, the remaining provisions of this AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt to renegotiate such invalidated provisions to comply with the law.

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ARTICLE 28: TERM OF AGREEMENT

This AGREEMENT shall become effective November 1, 2010, and shall remain in full force and effect until October 31, 2013. Not later than August 1, 2013, either party wishing to modify the terms of this AGREEMENT shall notify the other party in writing setting forth their proposal for modification.

APPROVED this _____ day of _____, 2010.

By: _____

The Honorable Dow Constantine

King County Executive

AMALGAMATED TRANSIT UNION

LOCAL 587

Paul J. Bachtel

President/Business Representative

EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES**TITLE****Operators**

| | |
|---|---------|
| Transit Operator | \$28.47 |
| Full-Time Transit Operator Trainee (50% of Top Step Transit Operator) | \$14.24 |

Vehicle Maintenance

| | |
|---|---------|
| Assistant Utility Service Worker (80% of USW) | \$17.06 |
| Electronic Technician | \$32.57 |
| Equipment Dispatcher | \$28.15 |
| Equipment Painter | \$32.57 |
| Equipment Service Worker - Stores Driver | \$26.44 |
| Equipment Service Worker | \$26.44 |
| *Lead Electronic Technician | \$35.83 |
| *Lead Equipment Painter | \$35.83 |
| *Lead Equipment Service Worker | \$29.08 |
| *Lead Maintenance Machinist | \$35.83 |
| *Lead Mechanic | \$35.83 |
| *Lead Purchasing Specialist | \$31.24 |
| *Lead Sheet Metal Worker | \$35.83 |
| *Lead Transit Parts Specialist | \$30.24 |
| *Lead Vehicle Upholsterer | \$35.83 |
| Maintenance Machinist | \$32.57 |
| Mechanic | \$32.57 |
| Mechanic Apprentice (5 step wage progression) | \$32.57 |
| Metal Constructor | \$32.57 |
| Millwright | \$32.57 |
| Paint Preparation Technician (85% of Equipment Painter) | \$27.68 |
| Purchasing Specialist | \$28.40 |
| Purchasing Specialist-NRV | \$28.40 |
| Senior Stores Clerk | \$26.08 |
| Sheet Metal Worker | \$32.57 |

| 1 | TITLE | |
|----|--|---------|
| 2 | Transit Parts Specialist | \$27.49 |
| 3 | Utility Service Worker | \$21.33 |
| 4 | Utility Service Worker (Driver - \$0.70 above USW) | \$22.03 |
| 5 | Utility Service Worker (Driver CDL- \$1.00 above USW) | \$22.33 |
| 6 | Vehicle Damage Estimator (10% above Sheet Metal Worker) | \$35.83 |
| 7 | VM Technical Information Process Specialist III | \$26.08 |
| 8 | VM Technical Information Process Specialist III Stores | \$26.08 |
| 9 | Vehicle Upholsterer | 32.57 |
| 10 | <i>* 10% above non-lead positions</i> | |
| 11 | Facilities Maintenance | |
| 12 | Building Operating Engineer | \$32.57 |
| 13 | Carpenter | \$32.57 |
| 14 | Equipment Operator | \$28.56 |
| 15 | Facilities Maintenance Trainee | \$25.69 |
| 16 | Facilities Maintenance Worker | \$20.69 |
| 17 | Grounds Specialist | \$27.51 |
| 18 | *Lead Building Operating Engineer | \$35.83 |
| 19 | *Lead Carpenter | \$35.83 |
| 20 | *Lead Grounds Specialist | \$30.26 |
| 21 | *Lead Maintenance Constructor | \$35.83 |
| 22 | *Lead Maintenance Painter | \$35.83 |
| 23 | *Lead Maintenance Signage Specialist | \$29.54 |
| 24 | *Lead Transit Radio And Communication Systems Specialist | \$38.91 |
| 25 | *Lead Transit Custodian | \$25.58 |
| 26 | *Lead Utility Laborer | \$28.28 |
| 27 | Maintenance Constructor | \$32.57 |
| 28 | Maintenance Painter | \$32.57 |
| 29 | Maintenance Signage Specialist | \$26.85 |
| 30 | Purchasing Specialist | \$28.40 |
| 31 | Transit Custodian I | \$21.09 |
| 32 | Transit Custodian II | \$23.25 |
| 33 | Transit Electronics Communication Technician | \$25.45 |

| 1 | TITLE | |
|----|--|---------|
| 2 | Transit Radio And Communication Systems Specialist | \$35.37 |
| 3 | Utility Laborer | \$25.71 |
| 4 | <i>*10% above non-lead position</i> | |
| 5 | Revenue Coordinators | |
| 6 | Revenue Coordinator | \$29.23 |
| 7 | Special Classifications | |
| 8 | Accounting Technician I | \$22.37 |
| 9 | Accounting Technician II | \$25.40 |
| 10 | Clerk I | \$18.27 |
| 11 | Clerk II | \$19.86 |
| 12 | Clerk Typist II | \$19.86 |
| 13 | Information Distributor | \$23.57 |
| 14 | Operations Security Liaison | \$35.00 |
| 15 | Senior Clerk | \$24.86 |
| 16 | Transfer Room/Warehouse Worker | \$27.49 |
| 17 | Sales and Customer Service | |
| 18 | Assigned Customer Information Specialist | \$24.56 |
| 19 | Assigned Pass Sales Representative | \$24.56 |
| 20 | Customer Information Specialist | \$24.56 |
| 21 | Pass Sales Representative | \$24.56 |
| 22 | Senior Accounting Representative (Post-Reorganization) | \$27.05 |
| 23 | Senior Customer Information Specialist | \$26.87 |
| 24 | Supervisors | |
| 25 | *Base Dispatcher/Planner (when working the window) | \$37.64 |
| 26 | Base Dispatcher/Planner (when working as utility or planner) | \$35.85 |
| 27 | *Communications Coordinator | \$37.64 |
| 28 | Schedule Maker | \$35.85 |
| 29 | Service Supervisor | \$35.85 |
| 30 | Supervisor-in-Training (90% of Supervisor) | \$32.27 |
| 31 | Transit Instructor | \$35.85 |
| 32 | <i>* 5% above Service Supervisor</i> | |
| 33 | Schedule Section and OSS Coordinators | |

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TITLE

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|--|---------|
| OSS Coordinator | \$45.86 |
| Scheduling Technical Information Processing Specialist III | \$26.08 |
| Senior Schedule Planner | \$45.86 |
| Transit Information Planner | \$36.88 |

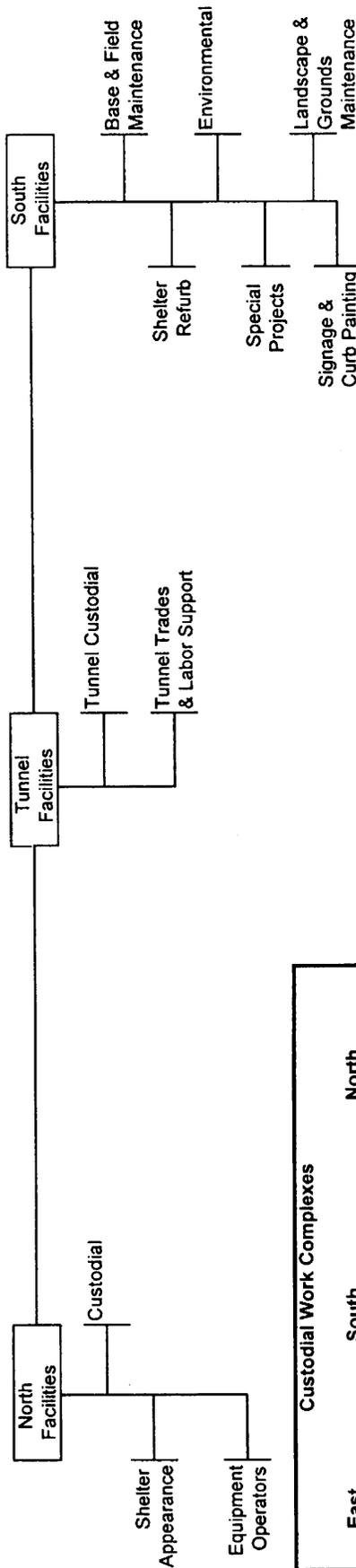
EXHIBIT B – STATE AND CITY RETIREMENT PLANS

Questions regarding state or city retirement should be directed to King County’s Benefits Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers are as follows:

Department of Retirement Systems
Public Employees Retirement System
P.O. Box 48380
Olympia, WA 98504-8380
(360) 664-7000
(800) 547-6657
www.drs.wa.gov

City Retirement Office
720 Third Avenue, Suite 1000
Seattle, WA 98104-1829
(206) 386-1293
www.seattle.gov/retirement

EXHIBIT C - FACILITIES WORKSITE



| Custodial Work Complexes | | |
|--------------------------|----------------------|------------------|
| East | South | North |
| East Base | South Base | North Base |
| Bellevue Base | Safety/Training | North Facilities |
| Van Center | South Facilities | |
| | Component Supply Ctr | |
| | Construction Trailer | |
| Central | | Tunnel |
| Central & Atlantic Bases | | IDS |
| Revenue Processing | | PSS |
| Power Distribution | | USS |
| Ryerson Base | | WLS |
| Marketing | | CPS |
| Transit Control Center | | SLUS |
| NRV | | |

Scheduled overtime will be assigned to Employees who have signed the "Overtime List" first by shift, then by seniority.

Non-Custodial Classifications:

- 1st - within the area of responsibility/pick position
 - 2nd - within the work program (complex)
 - 3rd - within the administrative headquarters
 - 4th - system wide
- *On holidays employees scheduled to work take precedence over employees on RDO's.

Custodial Classifications:

- 1st - within area of responsibility/pick position
- 2nd - by the positions assigned to the specific building within the complex
- 3rd - by the positions assigned to the entire complex including crews.
- 4th - by positions assigned to the administrative chief
- 5th - system wide

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EXHIBIT D

TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

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EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY METRO TRANSIT
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION”. When the term “PARTIES” is used herein, it refers to METRO, usually as represented by the RAIL Section, and the UNION. When the term “this AGREEMENT” is used herein, it refers to Exhibit D, the Terms and Conditions of Employment for Rail Employees.

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees who work in the RAIL Section. The PARTIES agree that the collective bargaining agreement, of which this AGREEMENT is Exhibit D, does not apply to Employees in the RAIL Section except to the extent that provisions of that agreement, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the PARTIES agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the PARTIES recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to employee discipline. To that end, the PARTIES have set forth in Article R4, Section 3, specific major infractions which will result in

1 discharge or, under certain circumstances, suspension.

2 **DEFINITIONS**

3 The terms “negotiate”, as used in this AGREEMENT, shall mean the duty to meet upon
4 request and negotiate with an intention of arriving at an agreement. Unless specifically stated, the
5 use of this term does not require that the issue be submitted to arbitration if no agreement is reached.

6 The term “extreme emergency”, as used in this AGREEMENT, shall mean a circumstance
7 which is beyond the control of METRO, such as an act of nature.

8 The term “emergency”, as used in this AGREEMENT, shall mean a circumstance which is
9 beyond the control of METRO at the time action is required and which could not reasonably have
10 been foreseen on that occasion.

11 The term “eligible dependent”, as used in METRO’s medical, dental and vision plans, shall
12 mean an Employee’s spouse/domestic partner and unmarried dependent children of the Employee,
13 the Employee’s spouse or the Employee’s domestic partner. Such children shall be eligible up to age
14 26 under conditions specified in federal health care laws. Special provisions extend coverage
15 indefinitely for children with mental or physical disability.

16 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
17 married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW)
18 49.60.040.

19 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time which
20 starts with the first pay period which ends in January, and ends with the last pay period which ends in
21 December.

22 The term “day”, as used in this AGREEMENT, shall mean calendar day, unless otherwise
23 noted.

24 The term “legally protected class”, as used in this AGREEMENT, shall mean a group of
25 individuals who are protected from discrimination under federal, state, or local laws.

26 The term “domestic partner” shall mean a person living with an Employee if s/he and the
27 Employee:

- 28 **1.** Share the same regular and permanent residence, and

- 1 2. Have a close personal relationship, and
- 2 3. Are jointly responsible for basic living expenses, and
- 3 4. Are not married to anyone, and
- 4 5. Are at least 18 years of age, and
- 5 6. Are not related by blood closer than would bar marriage in the State of
- 6 Washington, and
- 7 7. Are each other's sole domestic partner and are responsible for each other's
- 8 common welfare.

9 **CONVENTIONS**

10 The PARTIES agree that the term "Employee" (upper case E), whenever used, whether
11 singular or plural, means and applies to those employees of METRO included within the UNION,
12 and that this AGREEMENT covers only those Employees.

13 References to an Article shall mean the respective Article of this AGREEMENT, unless
14 otherwise specified.

15 References to a Section shall mean the respective Section of the Article of this AGREEMENT
16 in which the reference is contained, unless otherwise specified.

17 References to a Paragraph shall mean the respective Paragraph of the Section and Article of
18 this AGREEMENT in which the reference is contained, unless otherwise specified.

19 The abbreviation "RDO" stands for regular day off.

20 The term "Bus", as used in "Bus position", "Bus Employee", etc., shall refer to positions,
21 Employees, etc., involved in the provision of bus transit services, and excluding RAIL positions,
22 RAIL employees, etc., involved in the provision of RAIL services.

23 The term "RAIL" shall refer to the Rail Section of METRO as created to operate the light rail
24 and streetcar service.

25 The abbreviation "FTO" stands for Full-Time Bus Transit Operator.

26 The abbreviation "PTO" stands for Part-Time Bus Transit Operator.

27 The abbreviation "LCC" stands for Link Control Center.

28 The term "Streetcar" shall refer to the South Lake Union Streetcar.

1 The term “Link Light Rail” shall refer to Sound Transit Link Light Rail.

2 DOCUMENTS:

3 a. The “COLLECTIVE BARGAINING AGREEMENT” shall mean the
4 AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
5 COUNTY METRO TRANSIT, November 1, 2010 through October 31, 2013 of which this
6 AGREEMENT is Exhibit D.

7 b. This document shall be referred to as the TERMS AND CONDITIONS OF
8 EMPLOYMENT FOR RAIL EMPLOYEES.

1 **ARTICLE R1: UNION/MANAGEMENT RELATIONS**

2 ***SECTION 1 – SOLE BARGAINING AGENT***

3 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
4 working in the Rail Section of the King County Department of Transportation, Division of Transit,
5 (henceforth referred to as RAIL) which are listed in Addendum A (to Exhibit D). Current or future
6 Employees assigned to perform work which historically or traditionally has been UNION work at
7 RAIL or its successors, or which is agreed or legally determined to be UNION work, also shall be
8 covered by the terms of this AGREEMENT.

9 B. The PARTIES agree that no Employee shall be discriminated against because of
10 UNION membership or non-membership.

11 C. METRO will notify the UNION of any change in any existing UNION job
12 description prior to the implementation of the change.

13 ***SECTION 2 – UNION MEMBERSHIP***

14 A. Each Employee shall make application to become a member of the UNION within
15 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or
16 provided for, by law. However, if the Employee qualifies for a bona fide religious objection to union
17 membership as described in RCW 41.56.122, the above requirement shall be satisfied by the payment
18 of an amount equal to initiation fees and regular UNION dues to a non-religious charitable
19 organization in accordance with the procedures set forth in the Washington Administrative Code.

20 B. Failure by any Employee to satisfy the requirements of Paragraph A or to maintain
21 payment of dues, fees, and/or assessments shall constitute cause for dismissal; however, METRO has
22 no duty to act until the UNION makes a written request for discharge and verifies that the Employee
23 received written notification of the delinquency, including the amount owing and method of
24 calculation, and notification that nonpayment within seven days will result in discharge by METRO.

25 C. Calculation of the 30-day period in Paragraph A shall not include periods of
26 temporary employment of less than 90 continuous days.

27 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to
28 the Committee on Political Education (COPE), and/or other fees uniformly required from the

1 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted
2 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
3 the Employee shall be on a form approved by the PARTIES and may be revoked by the Employee
4 upon request. The performance of this function is recognized as a service to the UNION by METRO.

5 **E.** The UNION agrees to indemnify and save METRO harmless from any and all
6 liabilities resulting from compliance with Paragraphs B and D.

7 ***SECTION 3 – LIST OF NEW OR TERMINATING EMPLOYEES***

8 Biweekly, METRO shall furnish the UNION with a list of new and/or terminating Employees.

9 ***SECTION 4 – UNION INSIGNIA***

10 METRO Employees may wear, while on duty, the standard type of union insignia prescribed
11 by the ATU International. The wearing of such insignia by a UNION member shall not be cause for
12 discipline.

13 ***SECTION 5 – MANAGEMENT RIGHTS***

14 The management and direction of the workforce, including work assignments, the
15 determination of duties, the setting of performance standards, and the development of work rules to
16 ensure the quality and efficiency of its operations and safety of Employees and the public, shall be
17 vested exclusively in METRO, except as limited by the express language of this AGREEMENT and
18 by any practice mutually established by the PARTIES.

19 ***SECTION 6 – UNION BULLETIN BOARDS***

20 METRO agrees to provide space at work locations, as determined by the PARTIES, for
21 UNION bulletin boards, which will not exceed 48 inches by 44 inches, unless otherwise agreed by
22 the PARTIES. All materials posted shall be signed by a full-time Officer of the UNION or shall be
23 on UNION letterhead. Copies of any materials posted will be sent to the appropriate manager and to
24 Transit Human Resources. No material shall be posted on or in METRO property by, or on behalf of,
25 the UNION or its members, except as provided above. However, during terms of general UNION
26 election of officers, the PARTIES shall agree upon suitable space and conditions for the posting of
27 campaign literature. In addition, METRO will provide adequate space adjacent to each UNION
28 bulletin board for a clipboard.

1 **SECTION 7 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

2 A. The PARTIES agree to maintain a committee to be known as the “Labor-
3 Management Relations Committee”. This committee shall be scheduled to meet monthly for the
4 purpose of discussing, approving, and/or proposing resolutions to:

- 5 1. Issues or problems of RAIL policy which affect the UNION and which
6 either party requests be placed on the agenda.
7 2. Issues or problems of contract administration, other than formal grievances
8 which are being processed, unless mutually agreed by the PARTIES.
9 3. Reports from division level labor-management committees.
10 4. Other matters of mutual concern.

11 B. Written notes may be taken by committee participants during meetings, but such
12 notes will not be used by either party in a grievance, arbitration or other controversy between the
13 PARTIES.

14 **SECTION 8 – JOINT SAFETY COMMITTEE**

15 RAIL will participate in the METRO Joint Safety Committee.

16 **SECTION 9 – JOINT SECURITY STEERING COMMITTEE**

17 RAIL will participate in the METRO Joint Security Steering Committee.

18 **SECTION 10 – COMMITTEE SELECTIONS**

19 METRO will solicit input from the UNION when selecting Employees to serve on standing
20 committees and boards, or task forces, unless otherwise specified in this AGREEMENT.

21 **SECTION 11 – PRINTING OF THE AGREEMENT**

22 Upon completion of contract negotiations and agreement on and ratification of a new
23 AGREEMENT, the PARTIES will equally share the costs of printing copies of the new
24 AGREEMENT. The UNION will arrange for the printing and will bill METRO for half the cost.
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1 **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

3 The PARTIES are committed to providing equal employment opportunity for all new
4 applicants for employment, as well as for present Employees. METRO shall recruit, select, and
5 promote employees and/or individuals from the community workforce on the basis of their relative
6 knowledge, skills and abilities, and in accordance with METRO’s Affirmative Action Plan. Upon
7 request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of
8 interviews or role-plays for UNION positions.

9 ***SECTION 2 – NONDISCRIMINATION***

10 Personnel policies concerning hiring and placement, conditions and privileges of
11 employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other
12 related programs are administered on the basis of merit and without regard to an Employee’s race,
13 creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status,
14 disability, or liability for service in the Armed Forces of the United States. The PARTIES pledge to
15 comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of
16 1972, the State Law Against Discrimination, and any similar or related federal and state laws and
17 regulations which prohibit discrimination based on an Employee’s race, creed, color, religion,
18 national origin, political affiliation, age, sex, sexual orientation, marital status, or disability, except as
19 specifically exempted by a bona fide occupational qualification. Any employee of METRO who
20 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary
21 action.

1 **ARTICLE R3: GENERAL CONDITIONS**

2 ***SECTION 1 – TECHNOLOGICAL CHANGE***

3 A. If RAIL considers a technological change that has an impact on the wages, hours
4 or working conditions of any Employee, METRO agrees to notify the UNION at least 60 days prior
5 to implementation of such technological change and further agrees to negotiate with the UNION any
6 impact or effect upon any Employee.

7 B. If a technological change results in the creation of a new job classification which is
8 appropriately included in the UNION, METRO agrees to negotiate the wages, hours and working
9 conditions with the UNION.

10 C. If a technological change results in the displacement of an Employee, the transfer
11 and/or retraining of the displaced Employee will be negotiated with the UNION.

12 ***SECTION 2 – LOST AND FOUND ITEMS***

13 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
14 box provided by METRO or to the Lost and Found Office. No article may be kept by an Employee.

15 ***SECTION 3 – PAYROLL DEDUCTIONS***

16 No payroll deduction shall be made, except those required by law or authorized by the
17 Employee. An Employee may directly deposit his/her entire paycheck to any financial institution
18 affiliated with the Northwest Clearing House Association.

19 ***SECTION 4 – RESTROOMS AND FIRST AID FACILITIES***

20 A. RAIL will arrange for adequate restrooms to be used by Employees on all Link
21 Light Rail and shall take all reasonable steps to ensure each restroom's sanitary condition. RAIL
22 shall arrange for and designate restroom facilities as near as possible to each LINK terminal, and at
23 least one terminal of the Streetcar line.

24 B. RAIL will provide sanitary and adequate toilet facilities, and a first aid area and
25 required equipment at all permanent work sites.

26 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

27 A. No Employee shall be compelled to contribute to any charitable, civic or other
28 public fund or collection. Such contributions shall be on a voluntary basis.

1 **B.** Solicitations for funds or the distribution of commercial materials shall not be
2 conducted on RAIL property without its written consent. Solicitations and distributions pursuant to
3 RCW 41.56 (the Washington State Public Employees' Collective Bargaining Act) shall not be
4 restricted beyond that which is allowed by law.

5 **C.** RAIL will not solicit complaints or comments from Employees concerning their
6 wages, hours or material working conditions without the approval of the UNION.

7 ***SECTION 6 – DEFECTIVE EQUIPMENT***

8 METRO will pay all fines for speeding and/or defective equipment issued against an
9 Employee driving a RAIL vehicle with defective or missing equipment.

10 If an Employee receives a fine for speeding and/or defective equipment as described above,
11 METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for litigating the fine.
12 No Employee is eligible for more than \$1,000 of reimbursement during the life of this
13 AGREEMENT. This shall not apply where an Employee was aware of or should have been aware of
14 and failed to report the defective equipment and/or missing equipment for which the fine was issued.

15 ***SECTION 7 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

16 No Employee shall be required to take a lie detector test or be subject to unlawful
17 surveillance. Random or indiscriminate surveillance will not be made by means of recording
18 equipment and/or telephones without advance consent from the President/Business Representative of
19 the UNION, unless such surveillance is for the security of the public and/or Employees or for the
20 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
21 disciplined for work conduct observed on a security surveillance system, except for conduct
22 constituting a major infraction as listed in Article R4, Section 3.

23 ***SECTION 8 – SERVICE LETTER***

24 Upon request , an Employee or former Employee will be provided a letter showing his/her
25 term of service and the position(s) in which s/he was employed.

26 ***SECTION 9 – METHOD OF NOTIFICATION***

27 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
28 with an Employee, s/he shall notify the Employee in writing, of the purpose and time limitation for

1 having the meeting. RAIL will take the Employee's work schedule into account when making the
2 request. Any Employee required to meet with his/her immediate supervisor shall be paid for all time
3 spent with the immediate supervisor.

4 **SECTION 10 – SUBCONTRACTING**

5 A. RAIL's choice to use METRO employees to perform RAIL work does not
6 constrain RAIL from selecting outside contractors in other instances.

7 B. Nothing in the AGREEMENT affects the rights and remedies that are available to
8 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
9 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this
10 AGREEMENT.

11 **SECTION 11 – VENDING MACHINE PROCEEDS**

12 A. To the extent permitted by Sound Transit, METRO agrees to lease space for
13 vending machines in RAIL facilities to an organization which will in turn contract with the UNION
14 for payment of the historical and traditional 25% of the net proceeds it receives from these vending
15 machines directly to the UNION. The UNION will then forward those monies to the Puget Sound
16 Labor Agency or the Local 587 Retirees Chapter for social, recreational and charitable purposes.

17 B. METRO will not terminate its contract with the vending organization and/or its
18 successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.

19 **SECTION 12 – PROBATIONARY PERIOD**

20 Each RAIL Employee shall have a probationary period commencing with his/her date of
21 employment or, if the position requires formal certification, the date of certification. Upon
22 satisfactory completion of probation, the Employee will enjoy all rights of regular Employee status.
23 Any Employee who came from a Bus position to RAIL and who fails probation for any reason, other
24 than committing a major infraction, will be returned to his/her Bus position.

25 A. Rail Supervisors, who came from a Bus Supervisor position, and all other
26 Employees not listed in Paragraph B or C, shall have a six-month probationary period.

27 B. The following classifications shall have a 120-day probationary period: Rail
28 Operator, Streetcar Operator, Streetcar O&M Supervisor, Electromechanic and Streetcar Maintainer.

1 C. Rail Supervisors who did not come from Bus Supervisor positions shall have a
2 twelve-month probationary period.

3 **SECTION 13 – DETAILS AND TEMPORARY ASSIGNMENTS**

4 Where a vacancy occurs in any position in the UNION which is to be filled by detail or
5 temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall be
6 given first consideration before any outside help is employed. Such vacancy shall be posted and
7 filled in accordance with METRO’s Merit System. Among Employees seeking any such position,
8 seniority shall be considered in filling the position.

9 **SECTION 14 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATORY**

10 **(AC) DONATION**

11 A. Each calendar year, an Employee may donate up to 50% of his/her available
12 vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed
13 by King County.

14 B. Each calendar year, an Employee who has more than 100 hours of sick leave may
15 donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.

16 C. Donated vacation, sick leave and AC time become the property of the recipient.
17 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
18 sick leave, and AC time may be donated only to an individual employed by King County who has
19 exhausted or will have exhausted, within five calendar days following receipt of the donation request
20 in the Payroll Section, his/her sick leave, vacation leave and AC time.

21 D. A UNION Employee who donates leave to another UNION Employee does so on
22 an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave,
23 regardless of the pay rates of the donor or the recipient.

24 E. If a UNION Employee donates leave to a King County employee who is not
25 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
26 to the recipient of the leave. If a King County employee who is not represented by the UNION
27 donates leave to a UNION Employee, then the UNION Employee’s receipt of the leave is
28 administered by the terms of this Section.

1 **SECTION 15 – PAYROLL REOPENER**

2 METRO has instituted the Accountable Business Transformations (ABT) Program to
3 streamline and standardize business processes and enable King County to access timely, accurate and
4 useful information. In this regard, the PARTIES agree that METRO has the right to implement a
5 common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act
6 workweeks. The PARTIES agree that provisions of this AGREEMENT relating to those issues only
7 may be re-opened at any time during the life of this AGREEMENT by METRO only for the purpose
8 of negotiating these standardized pay practices, to the extent required by law. Provisions of this
9 AGREEMENT otherwise relating to wages and benefits shall not be subject to this provision.

10 **SECTION 16 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR**

11 **A.** The PARTIES agree that because of the small size of the Streetcar operation, there
12 shall be variations from the usual, customary and historic work jurisdiction rules and practices that
13 have been established in the Bus agreement. RAIL shall generally respect the classification
14 boundaries that are established in the classification specifications for Streetcar jobs; however it is
15 agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be
16 expected to perform work for which s/he has not been adequately trained or which is unsafe.

17 **B.** If the UNION believes that cross-classification work has exceeded an incidental
18 amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the
19 UNION’s concerns over staffing levels and work assignments. Following growth of the Streetcar
20 operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the
21 larger, more established workforce.

22 **C.** The PARTIES shall convene a Streetcar Joint Labor Management Committee on
23 an as-needed basis by mutual agreement.

1 **ARTICLE R4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

3 A. METRO shall have exclusive authority to suspend any Employee without pay for a
4 period not to exceed 30 days for a single offense in accordance with this AGREEMENT; provided,
5 however, that if such suspension is unjustifiable, the Employee shall be paid for the time lost; and
6 further provided that, no Employee shall be relieved of duty or suspended for minor infractions of
7 rules, where no damage or injury results, without first conducting an investigation.

8 B. An Employee called as a witness by METRO, during an investigation or hearing,
9 shall receive regular compensation as set forth in Article R10, Section 11.

10 C. The RAIL Manager is responsible for identifying the procedures governing RAIL
11 Operations. These processes will be defined in the issuance, control and modification of Directives,
12 Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train
13 Orders.

14 D. *The Rulebook*, the official handbook of the Rail section will specify the rules,
15 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.
16 If it is necessary to revise or change *The Rulebook*, the revisions or changes will be discussed with
17 the UNION before implementation. *The Rulebook* will be available at Rail bases.

18 ***SECTION 2 – TYPES OF DISCIPLINE***

19 A. Types of discipline shall include oral reminders, written reminders, disciplinary
20 probation, decision making leave, suspension, and discharge.

21 B. Oral or written reminders will be given to the Employee by his/her immediate
22 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will
23 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder
24 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge
25 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in
26 writing, with a copy filed in the Employee's service record within a reasonable time after the
27 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

28 C. Explanation of the suspension of any Employee by METRO shall be given to the

1 Employee in writing. The UNION will be notified in writing of the suspension within a reasonable
2 time after the action has been taken. The Employee shall sign the notice of suspension to
3 acknowledge receipt of same.

4 **D.** Whenever METRO discharges an Employee, explanation of the discharge will be
5 given to the Employee in writing. The UNION will be notified in writing of the discharge within a
6 reasonable time after the action has been taken. The Employee shall sign the notice of discharge to
7 acknowledge receipt of same.

8 **SECTION 3 – TYPES OF MAJOR AND SERIOUS INFRACTIONS**

9 **A.** Major infractions include:

- 10 • Gross misconduct
- 11 • Insubordination
- 12 • Gross negligence
- 13 • Theft of RAIL funds or property or job related theft
- 14 • Misappropriation - the personal use of RAIL funds or property
- 15 • The use of intoxicants or the odor of intoxicants
- 16 • The use or odor of narcotics or abuse of controlled substances
- 17 • Severe preventable accidents in accordance with the RAIL accident
18 evaluation point system
- 19 • Late reports, absences, and unexcused absences, in accordance with Section 6
- 20 • Falsification of sick reports
- 21 • Falsification of applications or any other official documents
- 22 • Willful failure to turn in lost articles
- 23 • Willful destruction or damage to RAIL property/possessions
- 24 • Serious or repeated harassment based on a legally protected class (see
25 DEFINITIONS)
- 26 • Committing a felony while on duty or conviction of a job-related felony
- 27 • Serious or repeated discrimination, as prohibited under Article R2
- 28 • Use of a personal electronic communication device (e.g. cell phone or

1 computer) while operating a train

- 2 • Disabling or bypassing a safety device without authorization or necessity

3 **B.** Major infractions will result in discharge unless METRO determines that there are
4 circumstances which cause a suspension to be appropriate. In the case of Employees who come from
5 Bus positions, a severe preventable accident will result in discharge unless METRO determines that
6 removal from RAIL and return to Bus is appropriate.

7 **C.** Serious Infractions – RAIL may also determine that an infraction is misconduct,
8 negligence, or a serious performance problem, which warrants discipline under the just cause
9 standard. A suspension under this section may be issued up to, but not to exceed, five days.

10 **1.** The following will be considered serious infractions — negligence and will
11 result in a one-day suspension, except as noted, for the first violation. A second violation in a three-
12 year period will result in further discipline up to and including termination from RAIL with return to
13 the Employee’s Bus position.

14 **a.** Signal violation*

15 **b.** Switch violation*

16 * Signal and switch violations related to the same move may be considered a single infraction.

17 **c.** Opening the door on the wrong side of the vehicle

18 **d.** Opening the door away from a platform without authorization

19 **e.** Reverse running a train on the mainline without LCC authorization

20 **f.** Violation of the conditions of a work zone, walking inspection, slow
21 zone, or reduced speed zone

22 **g.** Train wayside error resulting in a conflicting move

23 **h.** Backing a train on the mainline without LCC authorization and a
24 flagger

25 **i.** Violation of a Train Order or Special Instruction.

26 **j.** Violations of any operating rule which requires notification to and
27 permission from LCC prior to proceeding

28 **k.** Minor Preventable Accident

1 **I. Major Preventable Accident (three to five days)**

2 **2.** Failure of an Employee to recertify his/her Rail Card will result in
3 termination from RAIL and return to his/her previous Bus position with no more than five weekdays
4 of being off work without pay. Unless mutually agreed by the PARTIES, a former FTO will be
5 returned at his/her last base on an assignment mutually agreed by the PARTIES.

6 **3.** A RAIL Employee discharged for a serious infraction will be returned to
7 his/her former Bus classification on an assignment mutually agreed by the PARTIES. All RAIL
8 infractions shall remain on such Employee's permanent METRO record.

9 **D.** Infractions, other than those listed above, shall be considered minor infractions.

10 ***SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS***

11 **A.** The following are examples of specific categories of minor infractions:

12 Headlight/train light violation, passenger relations, failure to stop for passengers, failure to unload
13 passengers, failure to report a traffic violation, out of uniform violation, smoking in a RAIL facility
14 or vehicle.

15 **B.** Disciplinary actions issued within a twelve-month period within a category of
16 minor infraction shall be administered in the following manner:

17 **1.** First minor infraction – Oral Reminder.

18 **2.** Second minor infraction – Written Reminder.

19 **3.** Third minor infraction – Appropriate discipline for the severity of the
20 infraction, which could include retraining and/or suspension.

21 **4.** Fourth minor infraction – Decision making leave.

22 **5.** Fifth minor infraction – Discharge.

23 ***SECTION 5 – TRAINING***

24 Training may be required where it is deemed by management to be beneficial. An order to
25 participate in training is not punitive.

26 ***SECTION 6 – REMOVING INFRACTIONS***

27 A minor infraction which is one year old shall be crossed off the Employee's record. Future
28 disciplinary action will be based on the number of infractions that remain. For example, if an

1 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on
2 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
3 days, the total time on leave will be added to the one year period that must elapse before a minor
4 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
5 maintained.

6 **SECTION 7 – MISSES-RAIL OPERATORS, STREETCAR OPERATORS, RAIL**
7 **SUPERVISORS AND O&M SUPERVISORS**

8 **A.** The PARTIES recognize that RAIL provides an essential public service and that
9 Employees have the responsibility and the obligation to report for all assignments unless previously
10 excused.

11 **B.** If an Employee is late, the Employee is encouraged to report for possible
12 assignments if work is available under other conditions, as noted in this AGREEMENT.

13 **C.** An Employee requesting work on his/her RDO, who fails to report for work or
14 who reports for work late, will be subject to the policies defined in this AGREEMENT.

15 **D.** For Rail Operators and Rail Supervisors, misses include late reports, unexcused
16 absences and absences. All misses shall be recorded. Unexcused absences recorded in a 60 calendar-
17 day period shall be subject to the following controls:

- 18 • First – Informational Notice.
- 19 • Second – Oral Reminder.
- 20 • Third – Written Reminder.
- 21 • Fourth – Discharge, unless RAIL determines that there are circumstances
22 which cause a suspension to be appropriate.

23 **E.** All misses in a twelve-month period will be subject to the following:

- 24 • First through fourth – Informational Notice.
- 25 • Fifth – Oral Reminder.
- 26 • Sixth – Written Reminder.
- 27 • Seventh – Two-day suspension.

28 **F.** Any Employee who has acquired seven misses in a twelve-month period will be

1 placed on attendance probation.

2 **1.** The attendance probation will begin upon the completion of the suspension
3 imposed as a result of the seven misses.

4 **2.** The Employee will be offered a program of assistance from the PARTIES
5 in developing a plan to improve attendance.

6 **3.** During the attendance probation, the language of Paragraph H will not
7 apply.

8 **4.** For each miss that occurs during the attendance probation, the Employee
9 will be informed in writing of his/her status.

10 **5.** The Employee will be allowed no more than three misses in each of the two
11 following twelve-month periods (e.g., an Employee who was informed on 7/27/09 that s/he had a
12 seventh miss, with a two day suspension on 7/28-29/09, would be on probation with no more than
13 three misses allowed 7/30/09-7/29/10 and no more than three misses allowed 7/30/10-7/29/11). An
14 Employee who successfully completes the two twelve-month periods will no longer be on attendance
15 probation.

16 **6.** An Employee who has a fourth miss during either twelve-month attendance
17 probation period will be subject to discharge.

18 **7.** The attendance probation periods will be extended by any unpaid leave or
19 industrial injury in excess of ten consecutive days.

20 **G.** Four consecutive workdays of absence without leave will be considered a
21 resignation.

22 **H.** A continuous record of 60 days without a miss will cancel the first late report or
23 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will
24 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the
25 Employee have a miss, another 60-day period must be completed before more cancellations will be
26 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid
27 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days
28 without a miss.

1 I. Misses for Rail Operators, Streetcar Operators, O&M Supervisors and Rail
2 Supervisors include:

3 1. Unexcused Absence – Failure to report within one hour after designated
4 report time or an Operator’s failure to accept late report, or calling in sick less than 30 minutes before
5 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
6 for the day.

7 2. Late Report – Reporting to work late from one minute up to one hour after
8 designated report time.

9 3. Absence – An unexcused absence which has been changed to an absence.

10 J. A miss, which the immediate supervisor determines was an incident of tardiness
11 beyond the control of the Employee, will be changed to an excused absence and shall not be used for
12 disciplinary purposes.

13 K. The failure to sign in, when unaccompanied by tardiness, shall be treated as a
14 minor infraction, as defined in Section 4.

15 L. The procedure for late reports and absences for Rail and Streetcar Operators shall
16 be as follows:

17 1. If the assigned Operator signs in or reports to his/her assigned work location
18 within one minute after the report time s/he will be allowed to work his/her assignment and shall not
19 receive a late report. The clock in the reporting area will be used to determine time. If there is a
20 dispute as to the accuracy of the clock in the reporting area, the LCC’s clock will be determinant.

21 2. If the first Report Operator is assigned to work, the Dispatcher/Planner will
22 verbally notify the next Report Operator to be available to sign in for work.

23 3. Each Operator on late report will be assigned to the bottom of the report list
24 in order of arrival. One hour of pay will be guaranteed to Operators who are assigned to late report.
25 If an assignment can be made, normal procedures shall prevail.

26 4. At the end of one hour, an Operator on late report will report to the
27 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on
28 report. If such Operator is continued on report, the one hour guaranteed pay will be included in the

1 two and one-half hour report guarantee.

2 **5.** If an Operator on late report fails to report to the Dispatcher/Planner after
3 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the
4 hour, the Operator will be paid from the beginning of the late report up to the beginning of the
5 assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and
6 is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be
7 paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report
8 fails to report to the Dispatcher/Planner after one hour and is notified of such by the
9 Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour
10 of late report.

11 **6.** If, after one hour, no work is available, the Operator will be released, or
12 placed at the bottom of the report list for work later in the day at a minimum pay of two and one-half
13 hours.

14 **M.** The procedures for changing misses to absences or excused absences shall be as
15 follows:

16 **1.** A Rail or Streetcar Operator may provide a written request to the immediate
17 supervisor the same day as his/her unexcused absence. If such request is granted, the Rail or
18 Streetcar Operator either will be placed at the bottom of the report list for work later in the day at
19 minimum pay of two and one-half hours or will be told to return home.

20 **2.** For a Rail Operator, Streetcar Operator, O&M Supervisor or Rail
21 Supervisor, a request for a miss to be changed to an absence or excused absence must be presented, in
22 writing, to the immediate supervisor, within five workdays of the occurrence. The immediate
23 supervisor shall determine whether the miss shall be reduced to an absence or excused absence.

24 **N.** The procedures for Rail Operators, Streetcar Operators, O&M Supervisors or Rail
25 Supervisors going on or coming off the sick list shall be as follows:

26 **1.** An Employee, who calls his/her immediate supervisor and requests to be
27 put on the sick list less than 30 minutes before his/her report time, will be put on the sick list and will
28 be given an unexcused absence.

1 2. An Employee, who has called in sick and has been given an unexcused
2 absence, may make a written request to his/her immediate supervisor, within five workdays of the
3 Employee's return to work, to change the unexcused absence to an absence or an excused absence.
4 The immediate supervisor shall determine whether the circumstances warrant a change from an
5 unexcused absence. However, the unexcused absence will be excused in all cases where the
6 Employee received medical treatment and was unable to report the absence as required.

7 3. A Rail or Streetcar Operator coming off the sick list must notify the OMF
8 by 10:00 a.m. in order to be scheduled for work the next day. One continuous incident of sick leave
9 will be charged to an Operator who anticipates returning to work and comes off the sick list prior to
10 10:00 a.m., but whose licensed practitioner will not release the Operator for duty the following day.

11 O. The immediate supervisor can assign a Rail Supervisor work, paying only for
12 actual time worked.

13 **SECTION 8 – PROBATIONARY EMPLOYEES**

14 A. Except as modified elsewhere in this AGREEMENT, the discipline of
15 probationary Employees is the sole responsibility of RAIL.

16 B. Except as noted below for former Bus Employees, probationary Employees who
17 are not satisfactory, in the judgment of RAIL, will be discharged from METRO.

18 C. A RAIL Employee who has come from Bus and who is not satisfactory, in the
19 judgment of RAIL or quits RAIL during probation, shall be returned to his/her former Bus position.
20 Operators will be returned to their last picked base per Article 15, Section 5, Paragraph G of the Bus
21 agreement. The Employee will not be off work without pay for more than five weekdays. Any RAIL
22 infractions will remain on his/her METRO record. This Paragraph does not apply to a RAIL
23 Employee who is discharged for committing a major infraction.

24 D. A RAIL Operator who comes from Bus and is required to have a Rail card, and
25 who fails to recertify his/her Rail card will be removed from RAIL and returned to Bus. Unless
26 mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section
27 5, Paragraph G of the Bus agreement. The Employee will not be off work without pay for more than
28 five weekdays.

1 E. Discharges and removals during the probationary period are not subject to the
2 grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon
3 request, have the right to a termination review. The termination review must be requested within 15
4 days of the notification of discharge. RAIL will schedule the termination review and respond to the
5 UNION, in writing, within a reasonable time.

6 **SECTION 9 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE**

7 If an Employee claims to have been unjustly suspended or discharged during the term of this
8 AGREEMENT, the Employee will follow the grievance procedures outlined in this AGREEMENT.

9 **SECTION 10 – WRONGFULLY SUSPENDED OR DISCHARGED**

10 A. If, after review of a suspension or discharge, it is mutually agreed that an
11 Employee who was suspended or discharged was completely blameless of charges regarding the
12 offense, s/he shall be reinstated to his/her former position without loss of seniority and will be paid
13 wages lost as though s/he had not been suspended or discharged. No entry shall be made on the
14 Employee’s record of such suspension or discharge.

15 B. If, however, after such a review, it is found that the Employee in question was not
16 completely blameless, then the PARTIES may mutually agree upon a reduction of the penalty and
17 upon what, if any, portion of the wages s/he would have earned should be restored to him/her.

1 **ARTICLE R5: GRIEVANCE AND ARBITRATION**

2 ***SECTION 1 – GRIEVANCE PROCEDURE***

3 A. Employee grievances concerning the interpretation and application of this
4 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except
5 as outlined in Paragraph D. A “grievance”, as used in this AGREEMENT, shall mean a claim by an
6 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning
7 the proper application or interpretation of this AGREEMENT.

8 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
9 specified in Article R8, Section 4, the time limit will be extended until 5:00 p.m. on the following
10 business day. Time limits defined in this Section may be extended by a written agreement between
11 the PARTIES. However, should either party breach the time limitation, that party shall forfeit all
12 rights and claims to the grievance; and the grievance shall be considered resolved in the other party’s
13 favor; it being understood that such forfeiture does not decide the merits or establish a precedent.
14 This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the response
15 deadline, the UNION has the right to move the grievance to the next step. If the UNION fails to
16 move the grievance to the next step by the deadline or notify RAIL of its intent to not pursue the
17 grievance, RAIL will send a written notice requiring the UNION to respond or withdraw within 30
18 days of the notice.

19 C. If a grievance arises, it shall be put in writing, specifying the act or event being
20 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been
21 violated, and the remedy sought. It will be handled in the following manner, except that grievances
22 pertaining to the discharge of an Employee shall be processed in accordance with Paragraph D.

23 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
24 Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter,
25 the immediate supervisor/designee shall meet with the Employee and, unless UNION representation
26 is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of
27 the grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement
28 of the PARTIES. METRO shall, within 10 days after the meeting, notify the UNION of its decision

1 by fax and/or written copy. If the UNION Business Representative/designee determines that the
2 grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral
3 must be in writing.

4 **Step 2:** The grievance shall be presented to the manager/designee. Thereafter,
5 the manager/designee shall meet with the Employee and the UNION Business
6 Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2
7 referral, unless a later date is mutually agreed by the PARTIES. If a grievance involves discipline,
8 the person who issued the discipline will not conduct the meeting. METRO shall, within 10 days
9 following the meeting, notify the UNION in writing of its decision. The UNION Business
10 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.
11 Such referral must be in writing.

12 **Step 3:** The grievance shall be presented to Transit Human Resources.
13 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee
14 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO
15 personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after
16 receipt of the Step 3 referral, unless a later date is mutually agreed by the PARTIES. METRO shall,
17 within 10 days from the meeting, notify the UNION in writing of its decision. If no agreement can be
18 reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by
19 notifying Transit Human Resources in writing. Such referral must be sent by registered mail,
20 certified mail or fax, within 60 days after the UNION receives the Step 3 decision.

21 **D.** If a grievance arises that involves an Employee's discharge, it shall be handled in
22 the following manner:

23 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
24 Employee shall present the written grievance to his/her immediate supervisor/designee. Prior to a
25 Step 1 hearing, the discharged Employee may choose to appeal his/her discharge to the King County
26 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION
27 procedure. If the Employee chooses to be represented by the UNION, s/he waives any right to appeal
28 to the King County Personnel Board. The immediate supervisor/designee shall meet with the

1 Employee and, unless UNION representation is waived in writing by the Employee, the UNION
2 Business Representative/designee within 15 days after receipt of the grievance to discuss the
3 grievance. The meeting may be held at a later date by mutual agreement of the PARTIES. METRO
4 shall, within 10 days after the meeting, notify the UNION of its decision by fax and/or written copy.
5 If the UNION Business Representative/designee determines that the grievance has merit, it may be
6 referred to Step 2 within 15 days of such notification. Such referral must be in writing.

7 **Step 2:** The grievance shall be presented to Transit Human Resources.
8 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee
9 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO
10 personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after
11 receipt of the Step 2 referral, unless a later date is mutually agreed by the PARTIES. A written
12 decision shall be sent to the UNION within 10 days after the meeting. If no agreement can be
13 reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by
14 notifying Transit Human Resources in writing. Such referral must be sent by registered mail,
15 certified mail or fax within 60 days after the UNION receives the Step 2 decision.

16 **E.** Time spent by Employees adjusting grievances and/or pursuing arbitration is not
17 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
18 the Employee's normal working hours, the Employee will not suffer a loss in compensation.
19 Grievances shall be heard during management's normal working hours unless stipulated otherwise by
20 both PARTIES.

21 ***SECTION 2 – ARBITRATION PROCEDURE***

22 **A.** If any grievance, including discharge, cannot be amicably resolved in accordance
23 with the provisions of the grievance procedure defined in Section 1, it may be submitted to the
24 Arbitration Board. The Arbitration Board shall consist of one member appointed by the UNION
25 Business Representative, one member appointed by METRO's Transit Human Resources, and an
26 impartial arbitrator selected using the following procedure:

27 **1.** The PARTIES shall mutually agree upon a list of eight impartial arbitrators
28 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list

1 referred in Article 5, Section 2, Paragraph A.1 of the Bus agreement.

2 **2.** The names on such list of arbitrators shall rotate and the next three
3 arbitrators starting from the top of the list shall be polled by the UNION to determine their next two
4 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.
5 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.
6 The UNION will contact the arbitrator to confirm his/her availability and will schedule the
7 arbitration. The selected arbitrator will then be placed at the bottom of the list.

8 **3.** The selected impartial arbitrator may hear more than one case, if mutually
9 agreed by the PARTIES, provided said arbitrator hears and decides each case independently before
10 proceeding to the next case.

11 **4.** If the PARTIES determine that an arbitrator is unacceptable and should be
12 removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled
13 for more arbitrations.

14 **5.** When the rotating list of arbitrators is reduced below eight names, the
15 PARTIES must mutually select, within 10 calendar days after receipt of the Federal Mediation and
16 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before
17 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed
18 at the bottom of the list.

19 **B.** The submission of a grievance to the Arbitration Board shall be based on the
20 original written grievance.

21 **C.** No more than one grievance shall be submitted before the same arbitrator at one
22 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

23 **D.** The Arbitration Board shall settle or decide a grievance submitted for arbitration
24 within 30 days after the date of the submission of post-hearing briefs, or after the date of the
25 arbitration hearing if no briefs are submitted.

26 **E.** The power and authority of the Arbitration Board shall be to hear and decide each
27 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
28 this AGREEMENT.

1 1. The Arbitration Board shall not have the authority to add to, subtract from,
2 or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the
3 UNION. The Arbitration Board's decision, including upholding, modifying or setting aside any
4 disciplinary action or the award of lost wages and benefits, shall be in accordance with federal and
5 state laws, and shall be final and binding on all parties.

6 2. The decision of the Arbitration Board shall be based solely on the evidence
7 and arguments presented by the PARTIES in the presence of each other.

8 F. The PARTIES agree that the power and jurisdiction of any arbitrator who is chosen
9 shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

10 G. If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
11 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be
12 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,
13 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

14 H. The PARTIES agree to attend a pre-arbitration conference not later than 30 days
15 after the arbitration is requested. The purpose of such conference shall be to discuss and narrow
16 issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

17 I. The arbitration hearing shall be conducted under the rules and regulations set forth
18 by the American Arbitration Association.

19 **SECTION 3 – MEDICAL ARBITRATION**

20 A grievance from an Employee who is removed from service or refused permission to return
21 to work from sick leave or a leave of absence due to a physical or mental disability, will be handled
22 pursuant to the procedures in Section 1, Paragraph D with the following special provisions:

23 **Step 2:** The Medical Arbitration Board (MAB) will determine whether the Employee
24 can perform his/her duties, as delineated in the job description/job analysis and other relevant
25 evidence, with or without reasonable accommodation. The arbitrator shall hear all relevant evidence,
26 which may include the testimony of medical professionals. The decision of the MAB shall be final
27 and binding on all parties . Should the MAB rule in favor of the Employee, the Employee shall be
28 returned to work without loss of seniority. The MAB shall determine the date upon which the

1 Employee, in the MAB's opinion, was able to perform the duties of his/her position. The Employee
2 shall receive all back pay and benefits from that date. Should the MAB rule in favor of METRO, the
3 Employee (excluding entry-level probationary Employees) will be given priority consideration for
4 obtaining another King County job for which the Employee meets minimum requirements and in
5 which s/he can be placed in accordance with King County's Reassignment Program. The power and
6 the authority of the MAB shall be limited strictly to determining whether the Employee can perform
7 his/her duties, with or without reasonable accommodation. The MAB shall not have the authority to
8 add to, subtract from, or modify METRO's job descriptions/job analysis or to determine whether an
9 accommodation is reasonable or should be granted. Employees and METRO must reasonably
10 cooperate in any interactive process.

11 **SECTION 4 – EXPEDITED ARBITRATION**

12 **A.** As an alternative to the arbitration procedure outlined in Section 2, the PARTIES
13 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
14 party may request an expedited arbitration process. At the time of the request, the party requesting an
15 expedited arbitration shall outline the process desired. The requested expedited arbitration process
16 may include, but is not limited to, some or all of the following characteristics as agreed by both
17 PARTIES:

- 18 1. The PARTIES will not be represented at the hearing by attorneys;
- 19 2. The hearing will be informal and conducted under the rules and regulations
20 set forth by the American Arbitration Association;
- 21 3. No briefs will be filed;
- 22 4. The hearing will be completed in one day with neither side being allowed
23 more than a half a day for their presentation;
- 24 5. The arbitrator will issue a decision within two business days of the hearing
25 with a written opinion within 30 days;
- 26 6. The arbitrator shall be mutually selected by the PARTIES.

27 **B.** If the PARTIES agree on an expedited arbitration process:

- 28 1. The power and authority of the arbitrator shall be to hear and decide each

1 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
2 the AGREEMENT;

3 2. The arbitrator shall not have the authority to add to, subtract from, or
4 modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.
5 The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action
6 and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and
7 shall be final and binding on all parties.

8 3. The decision of the arbitrator shall be based solely on the evidence and
9 arguments presented by the PARTIES at the hearing.

10 4. The expense of the impartial arbitrator shall be borne equally by both
11 PARTIES.

12 5. The PARTIES agree that the power and jurisdiction of the arbitrator shall
13 be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

14 6. Each party shall be responsible for the cost of its own attorney fees.

15 C. If the PARTIES are unable to agree within 14 calendar days of notification on an
16 expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

1 **ARTICLE R6: SENIORITY**

2 ***SECTION 1 – CALCULATING SENIORITY***

3 A. In the case of two or more Employees newly hired within the same job
4 classification on the same date, seniority order will be calculated by the order of their respective
5 application dates with RAIL during the current recruitment period, including hours and minutes.

6 B. If two or more Employees are promoted/transferred at the same time to the same
7 job classification, the date and time of current, continuous hire or qualification date, if applicable,
8 with King County Metro or its predecessor organizations will determine seniority. This also applies
9 to Employees who start work in the new position on different days due to different RDO
10 combinations.

11 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,
12 and assignments will be determined by seniority earned in a specific job classification.

13 D. For the purpose of seniority, PTO, FTO, Rail Operator and Streetcar Operator shall
14 be considered separate classifications. All certified Streetcar and Rail Operators will have seniority
15 based on their respective FTO seniority until October 31, 2013. Thereafter, there shall be separate
16 classification seniority for both Streetcar and Rail Operators established as follows:

17 1. Streetcar Operators will have classification seniority separate from other
18 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after
19 October 31, 2013, shall have Streetcar Operator seniority based on date of hire as a Streetcar
20 Operator.

21 2. Rail Operators will have classification seniority separate from other
22 Operators based on FTO seniority. Anyone hired into the position of Rail Operator after October 31,
23 2013, shall have Rail Operator seniority based on date of hire as a Rail Operator.

24 E. Bus Supervisors and Rail Supervisors will have classification seniority, within the
25 respective section (Bus or Rail), determined by the date of original qualification as a Bus or Rail
26 Supervisor, whichever came first.

27 F. Streetcar O&M Supervisors will have seniority separate from other Supervisors.
28 The first four O&M Supervisors have seniority based on their original date of hire into METRO.

1 Subsequent hires will have seniority based on date of hire into this classification.

2 **G.** Seniority in all other Rail classifications shall be established by date of hire into
3 that Rail classification, with ties broken per Paragraphs A and B.

4 **H.** An Employee who has promoted or transferred to a different classification, who
5 returns to a previous classification, shall be reinstated to the position in seniority order that s/he
6 previously held, except as provided in Section 2, Paragraph E.

7 **I.** An Employee who has had a non-disciplinary medical termination and who returns
8 to his/her same classification within a year from the date of termination shall be reinstated to the
9 position in seniority that s/he previously held.

10 **J.** Temporary Employees will be governed by the provisions of Article R26.

11 ***SECTION 2 – PROMOTION, TRANSFER, DEMOTION, AND LAYOFF***

12 **A.** Unless otherwise specified in this AGREEMENT, an Employee who is promoted
13 or transferred to a position in King County outside of the UNION shall retain his/her classification
14 seniority for all purposes for one year from the date of promotion or transfer.

15 **B.** Any King County employee not represented by the UNION who previously has
16 attained permanent status in a UNION job classification, and who demotes, for any reason other than
17 layoff, back to such classification after one year will not be eligible for reinstatement of classification
18 seniority. In no case shall such a demotion displace any Employee.

19 **C.** Any Employee who demotes for any reason other than layoff, will forfeit all rights
20 to the classification from which s/he was demoted.

21 **D.** An Employee who demotes to a previously held classification will be reinstated to
22 the position in classification seniority order which s/he had formerly held in the classification to
23 which s/he has been demoted.

24 **E.** An employee who returns to a UNION classification due to layoff after more than
25 one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be
26 given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such
27 employee will be credited for actual days spent in any classification to which s/he returns. If such
28 credit would give the employee the same seniority date as other Employees, s/he shall be placed

1 below the other Employees in seniority order for that date.

2 **SECTION 3 – DETAILS, UPGRADES AND SPECIAL PROJECTS**

3 A. The PARTIES recognize the value provided to Employees by having detail and
4 upgrade opportunities available. The PARTIES also agree that detail and upgrade opportunities
5 should balance the desire of Employees to prepare for promotional opportunities with the need to
6 have an Employee accumulate experience in a position in order to be effective in that position.

7 B. An Employee, who is detailed or upgraded to work on a capital improvement
8 project, shall return to his/her regular position on a date mutually agreed by the PARTIES prior to the
9 start of the detail or upgrade. No detail or upgrade to a position outside the UNION, except for a
10 capital improvement project will exceed one year.

11 C. Any Employee who is in a detail or upgrade position for at least 90 days shall be
12 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
13 another position.

14 D. An Employee who exceeds the time limits (mutually agreed date or one year) will
15 lose his/her classification seniority, except for the purpose of layoff.

16 **SECTION 4 – SENIORITY LISTS**

17 A. Seniority for all Employees shall be recorded on lists certified by the UNION and
18 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or
19 grievances pertaining to seniority shall be settled by the UNION.

20 B. The UNION agrees to provide METRO with certified seniority lists by job
21 classification showing name(s) and seniority for picks, move-ups, promotions, and layoffs; provided
22 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date
23 list of all new hires, showing their application times and dates, and job classifications. METRO will
24 also provide a list of all terminations, retirements, promotions, demotions and transfers on at least a
25 monthly basis. The UNION will provide, as a courtesy to METRO, an explanation of any
26 discrepancies appearing on these lists.

27 **SECTION 5 – COMMITMENT TO RAIL**

28 A. Per the rules below, Rail or Streetcar Employees may return to Bus classifications.

1 Right of return will be by classification seniority. Returning Employees will be integrated into the
2 next Bus pick for their classification.

3 1. Annually, on a date established by METRO, Rail Operators or Streetcar
4 Operators may declare that they wish to return to FTO positions. No more than 10% of the
5 Employees in the Rail Operator classification or Streetcar Operator classification, respectively, will
6 be allowed to return to FTO positions at that time. Additional Employees may be allowed to return to
7 FTO positions at METRO's sole discretion.

8 2. FTOs who have satisfactorily completed Rail or Streetcar training and have
9 left Rail or Streetcar in good standing may fill up to 20% of the Rail Operator or Streetcar Operator
10 positions, respectively. Returning Rail or Streetcar Operators will be required to successfully
11 complete recertification. FTOs may not otherwise exercise their seniority to bump Rail or Streetcar
12 Operators from their positions.

13 3. Annually, on a date established by METRO, Rail Supervisors may
14 announce their intentions to return to Bus Supervisor positions. No more than 20% of Rail
15 Supervisors may return to Bus Supervisor classifications at that time. This option is available only to
16 those Rail Supervisors who were previously Bus Supervisors.

17 4. Bus Supervisors who have previously qualified as Rail Supervisors and left
18 in good standing may fill up to 20% of the Rail Supervisor positions. Returning Rail Supervisors will
19 be required to successfully complete recertification. Bus Supervisors may not otherwise exercise
20 their seniority to bump Rail Supervisors from their positions.

21 5. Electromechanics can return to their former classification at any time by
22 mutual agreement between the PARTIES.

23 6. Following Rail training and probation, Facilities Employees who have
24 moved to Way, Power and Signals positions may request to return to their Bus classification. Such
25 Employees will be returned if Rail is willing to release the Employee and Bus is willing to accept the
26 Employee.

27 7. Annually, on a date established by METRO, Streetcar O&M Supervisors or
28 Streetcar Maintainers may declare that they wish to return to Bus positions. Each year, the number of

1 Streetcar O&M Supervisors or Streetcar Maintainers who shall be allowed to return to Bus positions
2 shall be limited to 10% of the Employees in the O&M Supervisor or Streetcar Maintainer
3 classifications, respectively with a minimum of one Employee for each classification. Additional
4 Employees may be allowed to return to Bus at METRO's sole discretion.

5 **8.** Any Employee who fails Streetcar training or Streetcar probation, or returns
6 to Bus in any manner other than through the annual system, shall not be permitted to return to
7 Streetcar for two years, except at METRO's discretion.

8 **B.** Any Employee who fails Rail or Streetcar training, probation or recertification, for
9 any reason other than a major infraction, will be returned to his/her previous Bus classification.

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1 **ARTICLE R7: LAYOFF AND RECALL**

2 ***SECTION 1 – REASON FOR LAYOFF***

3 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
4 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days
5 or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for
6 layoff may continue to be employed by METRO. If a reduction in the work force should prove
7 unavoidable and provisions cannot be made to retain affected Employees at different job
8 classifications within METRO, then such Employees will be referred to the King County Career
9 Support Services Section. Should the King County Career Support Services Section cease to exist or
10 to provide the necessary services, the PARTIES will form a relocation task force to seek alternate
11 gainful employment for affected Employees.

12 ***SECTION 2 – METHOD OF REDUCTION***

13 **A.** METRO shall determine the positions to be eliminated. Layoffs shall occur by
14 inverse classification seniority, except as otherwise specified in this AGREEMENT.

15 **B.** A laid-off Employee who has attained regular status in another job classification
16 may displace a less senior Employee in such classification, provided that the laid-off Employee has
17 obtained all necessary certifications to perform the duties of such classification. No Employee shall
18 be placed into a classification from which the Employee has demoted or failed to complete the
19 probationary period. A laid-off Employee who exercises the right to return to a previous position will
20 be reinstated to the position in classification seniority order which s/he had previously held, except as
21 provided in Article R6, Section 2, Paragraph E.

22 ***SECTION 3 – RECALLING LAID-OFF EMPLOYEES***

23 **A.** An Employee shall be eligible for reinstatement for 24 months following layoff
24 and shall be recalled to service in the order of his/her classification seniority. To be eligible for
25 reinstatement, a laid-off Employee must keep METRO informed of his/her current address.
26 METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to
27 the most recent address supplied by the laid-off Employee. A laid-off Employee must notify
28 METRO within 15 days after such reinstatement offer has been mailed by METRO and report for

1 work at the time and place stipulated in the notice.

2 **B.** An Employee, who fails to respond to the reinstatement offer or who fails to report
3 to work when and where notified, shall be deleted from the recall list. METRO will send a letter to
4 such Employee notifying him/her of the loss of reinstatement rights.

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ARTICLE R8: HOLIDAYS

SECTION 1 – RAIL OPERATORS, STREETCAR OPERATORS AND RAIL

SUPERVISORS

Eligible Employees in the classifications of Rail Operator, Streetcar Operator and Rail Supervisor shall be granted the eleven holidays specified in Section 3 as days off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall receive eight hours AC time. An Employee who works on the day of observance, as a part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time for all time worked, calculated in the method provided in this AGREEMENT for work performed on non-holidays.

SECTION 2 – OTHER EMPLOYEES

A. Eligible Employees, except Employees in the classifications of Rail Operator, Streetcar Operator and Rail Supervisor, shall be granted the eleven holidays specified in Section 3, as days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours AC time. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and one-half for all time worked.

B. The provision of Paragraph A shall not apply to FLSA-exempt Employees.

SECTION 3 – DAYS OF OBSERVANCE

Each listed holiday shall be observed once each calendar year on the date established by state law or, if there is no such law, on the date established by METRO. When one of the holidays designated below falls on Sunday, the holiday shall be observed on Monday. When one of the holidays designated below falls on Saturday, the holiday shall be observed on Friday.

| | |
|-------------------------------|--|
| New Year’s Day | Labor Day |
| Martin Luther King Junior Day | Veterans Day |
| Lincoln’s Birthday | Thanksgiving Day |
| Presidents’ Day | Mark McLaughlin Day (Day after Thanksgiving) |
| Memorial Day | Christmas Day |
| Independence Day | |

1 **SECTION 4 – PERSONAL HOLIDAY**

2 A. Each Employee, except FLSA-exempt Employees, may choose one personal
3 holiday per payroll year.

4 B. RAIL must approve the day selected. The following govern use of the personal
5 holiday:

6 1. When an Employee has not used his/her personal holiday during a payroll
7 year, the holiday will be converted to eight hours of vacation or ten hours of vacation if s/he is
8 working a regularly picked four forty (4/40) assignment.

9 2. The personal holiday will be paid upon termination or retirement, provided
10 the Employee has not taken the personal holiday during the payroll year.

11 3. The personal holiday cannot be taken while an Employee is on leave of
12 absence without pay or on a day for which the Employee would otherwise receive holiday pay.

13 C. An Employee must complete the initial 90 calendar days of employment before
14 taking a personal holiday, except former Bus Employees.

15 **SECTION 5 – SHIFT DIFFERENTIAL**

16 An Employee shall be paid on a holiday at the hourly rate paid for the shift s/he is working.

17 **SECTION 6 – ELIGIBILITY**

18 A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee
19 must:

20 1. Be on the payroll the scheduled workdays immediately before and after the
21 holiday; and;

22 2. Not have received an unexcused absence on a scheduled workday
23 immediately before or after the holiday.

1 **ARTICLE R9: VACATION**

2 ***SECTION 1 – VACATION ENTITLEMENT***

3 A. Annual paid vacations shall be granted to eligible Employees based upon straight-
4 time hours paid during the preceding payroll year. Vacation accrual credit will be given to
5 Employees for unpaid time off granted by METRO to conduct official UNION business, except as
6 limited by Article R10, Section 3. Employees shall continue to accrue vacation during unpaid leaves
7 of absence up to a maximum of 40 hours during each payroll year.

8 B. Each Employee shall accrue vacation according to the applicable accrual rate, and
9 be subject to applicable maximum biweekly vacation accruals, per Paragraph F.

10 C. The applicable accrual rate for all RAIL Employees will be based upon years of
11 active service since the Employee’s most recent date of employment with METRO. A RAIL
12 Employee who comes from a Full-Time Bus position will retain his/her vacation accrual date. PTO
13 vacation accrual credit will be carried over from METRO in the manner historically counted by
14 METRO.

15 D. Active service shall not include unpaid leaves of absence which exceed 30
16 consecutive calendar days.

17 E. Scheduled increases in the accrual rate will begin with the first biweekly pay
18 period following the completion of the necessary years of active service.

F. Vacation Accrual Table

| Completed Years of Active Service | Vacation Hours Accrued Per Paid Straight-Time Hour | Maximum Hours Per Biweekly Pay Period Based on 80 Hours | Maximum Hours Accrued Per Year to Be Used in the Following Year | Maximum Days Accrued Per Year To Be Used in the Following Year |
|--|---|--|--|---|
| 0-4 | .0385 | 3.080 | 80 | 10 |
| 5-9 | .0577 | 4.616 | 120 | 15 |
| 10-15 | .0770 | 6.160 | 160 | 20 |
| 16 | .0808 | 6.480 | 168 | 21 |
| 17 | .0847 | 6.776 | 176 | 22 |
| 18 | .0885 | 7.080 | 184 | 23 |
| 19 | .0923 | 7.392 | 192 | 24 |
| 20 | .0962 | 7.696 | 200 | 25 |
| 21 | .1001 | 8.000 | 208 | 26 |
| 22 | .1039 | 8.312 | 216 | 27 |
| 23 | .1078 | 8.616 | 224 | 28 |
| 24 | .1116 | 8.928 | 232 | 29 |
| 25+ | .1154 | 9.232 | 240 | 30 |

G. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT.

H. An Employee may take any vacation earned in a payroll year, in the next payroll year.

I. An Employee, who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive any vacation pay.

SECTION 2 – SCHEDULING VACATIONS

A. RAIL will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday that an Employee normally would have received falls within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere

1 with the function of RAIL; but which accommodate the desires of the Employees to the greatest
2 degree feasible.

3 **SECTION 3 – SELECTION OF VACATIONS**

4 Selection of vacation shall be by RAIL seniority within the work group the Employee is
5 working.

6 **SECTION 4 – VACATION CARRY OVER**

7 **A.** Following one full accrual year, an Employee may carry over vacation based on
8 the following schedule:

| 9 Completed Calendar Years of Service | 10 Days Allowed To Carry Over Each Year |
|--|--|
| 11 1 - 4 | 12 2 |
| 13 5 - 9 | 14 3 |
| 10 - 14 | 4 |
| 14 + | 5 |

15 In addition to the days listed above, an Employee may carry over any fraction of a day. An
16 Employee who desires to carry over vacation time must make his/her request at the time vacations are
17 being scheduled.

18 **B.** The number of vacation days carried over shall not exceed the number of annual
19 vacation days for which the Employee is currently eligible.

20 **C.** Any vacation that is accrued in excess of the allowable carryover amounts in
21 Article R9, Sections 1(G), 4(A), and 4(B) shall be considered “use it or lose it”. This means that any
22 vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be forfeited
23 and removed from the Employee’s vacation balance.

24 **D.** Except as otherwise provided in this AGREEMENT, an Employee desiring to use
25 accumulated carryover vacation which s/he has not picked may use up to two days per year in single
26 day increments with the prior approval of his/her immediate supervisor. All other carryover vacation
27 must be used in blocks of five or more days and must be approved at least 30 days in advance.

28 **E.** An Employee may carry over unused vacation time to the next succeeding year

1 when METRO verifies that the Employee has been prevented from using said vacation because of
2 injury, illness or work schedules.

3 **SECTION 5 – VACATION CASH OUT**

4 A RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to
5 cash out a portion of his/her vacation, provided s/he picks a minimum of 80 hours of vacation. Once
6 a year, during the first vacation pick of the year for an Employee’s work unit, an Employee may elect
7 to cash out a minimum of eight hours up to a maximum of 60 hours. Employees may elect to receive
8 the cash out payment following the first vacation pick of the year and/or following November 1,
9 provided each payment is at least eight hours.

10 **SECTION 6 – VACATION PAY UPON EMPLOYEE TERMINATION**

11 Upon an Employee’s termination or retirement from METRO, s/he shall be paid for all
12 accrued hours remaining in his/her vacation balance.

13 **SECTION 7 – VACATION AFTER MILITARY LEAVE OF ABSENCE**

14 A. An Employee entering active military service will be paid for all accrued vacation.

15 B. A regular Employee who leaves METRO to enter active military service and who
16 returns to work with METRO within 90 days after satisfactory completion of military service, shall
17 begin accruing vacation at the applicable rate. Time spent on such military leave shall count as active
18 service in determining the applicable accrual rate.

19 C. An Employee entering active military service will continue to accrue vacation for
20 time spent in military service up to a maximum of one year. Such accrual will be credited to the
21 Employee upon return to METRO from military leave.

22 **SECTION 8 – VACATION – UNION BUSINESS LEAVE**

23 An Employee elected to full-time UNION office, who takes an extended leave of absence
24 under the provisions of Article R10, Section 3, shall be paid for whatever vacation s/he has earned by
25 the effective date of leave before taking such leave. Alternatively, s/he may retain credit for all
26 accumulated vacation, to be used after the leave of absence, in accordance with the procedures
27 contained in Article R10, Section 3. However, should such UNION Officer not resume his/her
28 employment with METRO, s/he will be paid at the rate in effect when the leave of absence began.

1 **ARTICLE R10: LEAVES OF ABSENCE**

2 ***SECTION 1 – GENERAL***

3 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as
4 limited by this AGREEMENT. At RAIL’s option, such unpaid leaves of absence, not to exceed one
5 calendar year, may be granted, for reasons other than those described in this Article. A reasonable
6 amount of compassionate leave will be available to Employees under warranting circumstances as
7 determined by RAIL. Requests must be submitted in writing to an Employee’s immediate supervisor
8 before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to
9 accept employment with another employer, except leaves for union business or leaves for
10 government service in the public interest. The decision to grant or deny an unpaid leave of absence is
11 not subject to the grievance/arbitration procedures in Article R5.

12 ***SECTION 2 – BEREAVEMENT LEAVE***

13 **A.** If an Employee’s spouse/domestic partner or a child, parent, brother, sister,
14 grandparent, or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee
15 may take two days off with pay for bereavement leave per incident and one additional day off with
16 pay per incident when total travel from the Employee’s home to the memorial service and back
17 exceeds 200 miles. Additionally, an Employee may use vacation, AC time and/or up to three days of
18 accrued sick leave for bereavement leave purposes per incident, with the approval of the Employee’s
19 immediate supervisor. RAIL may, at its discretion, grant bereavement leave for persons other than
20 those listed above where a close family relationship exists. Use of sick leave for bereavement leave
21 purposes shall not count toward probationary points or as an incidence of sick leave in determining
22 verification requirements as specified in Article R11, Section 1.

23 **B.** An Employee on bereavement leave will be paid his/her regular rate of pay for
24 days on bereavement leave. Such pay shall be based on the Employee’s regular assignment to a
25 maximum of eight hours per day, except as provided in Article R13.

26 ***SECTION 3 – UNION BUSINESS***

27 **A.** Pay for time granted to an Employee for a leave of absence to conduct UNION
28 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT

1 relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is
2 on UNION business leave to a maximum of 30 calendar days during each calendar year. For UNION
3 business leave in excess of the 30 calendar days, no benefits shall accrue (i.e., vacation and sick
4 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
5 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
6 shall be included only if the Employee was on UNION business leave the day preceding and the day
7 after the RDO/holiday.

8 **B.** RAIL may authorize compensation for UNION Executive Board Officers who are
9 performing work-related business.

10 **C.** The 30-day limitation for determining payment and accrual of benefits shall not
11 include UNION Executive Board members while attending the regularly-scheduled monthly
12 Executive Board meeting, while attending membership meetings, while working on picks, while
13 participating on a UNION negotiating committee or while replacing the full-time UNION Officers
14 during contract negotiations.

15 **D.** All full-time Local 587 UNION Officers, one International UNION Officer and/or
16 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

17 **E.** If an Employee is granted a leave of absence, s/he will continue to accrue all types
18 of seniority, including vacation accrual credit, during the effective period.

19 **F.** The UNION agrees to provide METRO with correct lists of all UNION Officers,
20 Stewards, and committee members as soon as practicable after the effective date of this
21 AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any
22 UNION election or appointment.

23 **G.** During days of general UNION election, additional members not to exceed seven
24 shall be granted leave to act as tellers.

25 ***SECTION 4 – JURY DUTY***

26 **A.** Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
27 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
28 duty and submits proof of report for same, s/he shall receive time off with pay at his/her regular rate

1 of pay for his/her regular assignment, not to exceed eight hours per day for each day served.

2 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for
3 travel expenses may be retained by the Employee.

4 **B.** Any Employee excused from jury duty less than four hours after his/her jury duty
5 reporting time, shall promptly notify his/her immediate supervisor and may be required to report back
6 to work. An Employee also shall have at least twelve hours off between the completion of his/her
7 scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes
8 before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report
9 time.

10 **C.** Except as provided above, no Rail or Streetcar Operator shall be required to report
11 back to work. Such Operator may accept work if work is available.

12 ***SECTION 5 – MILITARY LEAVE***

13 **A.** Any Employee who is called into, or enlists in, the Armed Forces of the United
14 States or its allies, shall be given an unpaid leave of absence in accordance with applicable laws
15 affecting military leave.

16 **B.** Any Employee who is a member of an organized reserve unit of the Armed Forces
17 of the United States shall be granted necessary time off for military training as follows:

18 **1.** An Employee will be granted such paid military training leave per calendar
19 year as is required by law.

20 **2.** The Employee must present his/her orders for active training duty to his/her
21 immediate supervisor prior to taking such leave.

22 **3.** The Employee will be paid for those days s/he normally would be
23 scheduled to work during such leave up to a maximum of eight hours per day.

24 **4.** Employees covered by this Paragraph shall be granted all seniority rights
25 and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

26 ***SECTION 6 – MATERNITY/PATERNITY LEAVE***

27 **A.** Upon request, an Employee shall be granted a maximum of six months unpaid
28 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption

1 of his/her child. A request for such leave shall be filed with the Employee's immediate supervisor at
2 least 60 days in advance of the anticipated leave commencement. An Employee on
3 FMLA/KCFMLA leave will continue to have medical, dental and vision benefits premiums paid by
4 METRO. The Employee may elect to self-pay basic or enhanced Life, Accidental Death and
5 Dismemberment (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid
6 leave.

7 **B.** A female Employee must report her pregnancy to METRO before the anticipated
8 commencement of leave, and submit a medical provider's statement indicating the date when the
9 medical provider expects the Employee will no longer be able to continue the normal duties of her
10 position. Female Employees may continue normal duties until the date specified by the medical
11 provider. After that date, the sick leave and disability provisions of this AGREEMENT shall apply
12 for the period of disability.

13 ***SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT***

14 As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee
15 may take up to a combined total of twelve weeks of leave for his/her own serious health condition (as
16 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster
17 care of a child, or for the serious health condition of an immediate family member (an Employee's
18 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section,
19 an Employee must have been employed by King County for twelve months or more and have worked
20 a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or
21 intermittent.

22 ***SECTION 8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT***

23 **A.** An Employee may take up to a combined total of 18 weeks of unpaid leave for
24 his/her own serious health condition (as defined by the King County Personnel Guidelines), or for
25 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month
26 period. To be eligible for leave under this Section, an Employee must have been employed by King
27 County for twelve months or more and have worked a minimum of 1,040 hours in the preceding
28 twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in

1 whole or partial days as needed).

2 **B.** Intermittent leave is subject to the following conditions:

3 **1.** When leave is taken after the birth or placement of a child by adoption or
4 foster care, an Employee may take leave intermittently or on a reduced leave schedule only if
5 authorized by the Employee's immediate supervisor;

6 **2.** An Employee may take leave intermittently or on a reduced schedule when
7 medically necessary due to a serious health condition of the Employee or family member of the
8 Employee. If this leave is foreseeable based on planned medical treatment, the immediate supervisor
9 or his/her designee may require the Employee to transfer temporarily to an available alternate
10 position for which the Employee is qualified, that has equivalent pay and benefits, and that
11 accommodates recurring periods of leave.

12 ***SECTION 9 – LEAVE USAGE***

13 **A.** Sick leave usage: In addition to those circumstances outlined in Article R11,
14 Section 1, Employees may use sick leave to care for family members provided the following two
15 conditions are met:

16 **1.** The Employee has been employed by King County for twelve months or
17 more and has worked a minimum of 1,040 hours in the preceding twelve months.

18 **2.** The leave is for one of the following reasons:

19 **a.** the family member is the Employee's spouse or domestic partner,
20 the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the
21 family member has a serious health condition as defined by the King County Personnel Guidelines;
22 or

23 **b.** the birth of a child and care of the newborn child, or placement of
24 the child by adoption or foster care; provided the leave is taken within twelve months of the birth,
25 adoption, or placement.

26 **B.** Accrued leave usage:

27 **1.** When taking leave for his/her own health reasons, an Employee must use
28 all of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The

1 Employee may use accrued vacation or AC time before going on unpaid status.

2 2. When taking a leave for family reasons, the Employee must choose at the
3 start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to
4 take paid leave for family reasons s/he must use all his/her sick leave prior to going on unpaid leave
5 or using vacation or AC time. However, an Employee taking paid leave for family reasons may set
6 aside a reserve of up to 80 hours of accrued sick leave, which does not have to be used during the
7 leave for family reasons.

8 C. An Employee who has exhausted all of his/her sick leave may use accrued
9 vacation leave and AC time before going on leave of absence without pay, if approved by his/her
10 immediate supervisor, or as provided by state or federal law.

11 D. In addition to the leave rights granted by this AGREEMENT, Employees may
12 have additional leave rights as provided by the Washington Family Care Act (RCW 49.12.270) or as
13 otherwise provided by law.

14 **SECTION 10 – CONCURRENT RUNNING OF LEAVE**

15 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
16 concurrently to the extent permitted by law.

17 **SECTION 11 – WITNESS LEAVE**

18 A. Any Employee called as a witness on behalf of METRO during an investigation or
19 trial shall receive regular compensation.

20 B. Any Employee who receives a subpoena to testify in a METRO-related case or
21 receives a subpoena for any incident witnessed on duty shall receive regular compensation.

22 C. No Employee called as a witness in a METRO-related case by another Employee
23 under investigation for an infraction, during an investigation or trial, shall receive regular
24 compensation.

1 **ARTICLE R11: SICK LEAVE**

2 ***SECTION 1 – PROCEDURES***

3 A. A regular Employee who is off work due to one of the following reasons shall be
4 eligible for sick leave:

- 5 1. The Employee’s bona fide illness or non-occupational injury.
- 6 2. Supplemental payment for an occupational injury when payments, as
7 specified in Article R12, Section 7, are exhausted.
- 8 3. A part-time Employee’s occupational injury for up to three calendar days
9 immediately following the injury.
- 10 4. To care for the Employee’s child if the following conditions are met:
 - 11 a. The child is under the age of 18.
 - 12 b. The Employee or the Employee’s spouse/domestic partner is the
13 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
14 place of the parent to the child.
 - 15 c. The Employee’s child has a health condition requiring the
16 Employee’s personal supervision during the hours of his/her absence from work.
 - 17 d. The Employee actually attends to the child’s care during the absence
18 from work.
- 19 5. The care of an Employee’s adult family member whose health condition
20 requires the Employee’s personal supervision during his/her absence from work.
- 21 6. The Employee’s personal appointment with a licensed health care provider.
- 22 7. Domestic violence leave that satisfies the conditions of RCW 49.76. An
23 Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave
24 and other paid time off, compensatory time, or unpaid leave time.

25 B. Absences for sick leave must be reported at least 30 minutes before the Employee
26 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
27 report will be considered unexcused and will not be changed to an excused absence unless such
28 Employee can submit verification from a licensed practitioner that s/he or his/her child received

1 medical treatment and the Employee was unable to report the absence as required. Payment will be
2 made only when the Employee, child, or qualifying family member is sick.

3 **C.** The ability to work regularly is a requirement of continued employment.

4 **D.** Each Employee who uses paid sick leave, or who takes other time off for a reason
5 permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the
6 Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands use
7 of sick leave in a manner inconsistent with Paragraph A constitutes a falsification of a sick report,
8 which is a major infraction per Article R4, Section 3. A certification will be turned in within five
9 calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide
10 the certification shall receive an unexcused absence for each day or partial day of absence for which
11 there is no signed certification.

12 **E.** Except as follows, medical verifications will no longer be required for absences,
13 and will be replaced by the self-certification program described above. METRO may require medical
14 or, as appropriate, other independent verification whenever:

- 15 **1.** An Employee is absent for more than five consecutive workdays, or
- 16 **2.** An Employee has insufficient accrued sick leave to cover an absence for a
17 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or
- 18 **3.** An Employee has previously been placed on notice of suspected sick leave
19 abuse (which is not grievable), and is thereafter further suspected of sick leave abuse after a
20 reasonable investigation. The assessment of whether a reasonable suspicion exists will depend on all
21 of the facts and circumstances known to the Unit Supervisor responsible for making the decision.
22 Evidence of potential sick leave abuse may include but is not limited to circumstances where an
23 Employee is absent repeatedly, or has absences that precede or follow RDOs, or that follow some
24 other pattern. Verification under this Paragraph may be required for a period up to six months.

25 **F.** An Employee who abuses sick leave may be subject to discipline. In addition to
26 the discipline, such Employee may be required to provide medical verification of all sick leave use
27 for a maximum period of one year from the most recent date of disciplinary action. METRO will not
28 consider approved FMLA/KCFML leaves in assessing discipline.

1 G. METRO may, at its discretion, visit or call an Employee at home to verify illness.

2 H. When a medical verification is required, it shall be on a medical report acceptable
3 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her
4 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
5 family member.

6 I. For medical appointments, METRO may request that the licensed practitioner's
7 office confirm in writing that the Employee had an appointment. Further medical verification will
8 not be required for a scheduled medical appointment when the Employee has given at least two days
9 notice to his/her immediate supervisor.

10 J. Metro's Disability Services Coordinator/designee from METRO Disability
11 Services and the Union President/designee shall immediately review any allegations of arbitrary
12 and/or unfair treatment that are brought to their attention relating to the administration of Paragraph
13 E. In such cases, no verifications shall be required until the review is complete. Furthermore, during
14 January and July (unless otherwise mutually agreed), the PARTIES shall convene a special Joint
15 Labor-Management Committee to monitor compliance and evaluate the experience with the new sick
16 leave language contained herein.

17 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
18 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
19 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
20 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
21 under the 250-hour threshold as the result of an illness/injury.

22 **SECTION 2 – ACCRUAL OF SICK LEAVE**

23 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
24 of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No
25 Employee shall be entitled to sick leave with pay during the first 30 days of employment, except
26 those former Bus Employees, or as may be provided by the Washington Family Care Act, RCW
27 49.12.270. There shall be no limit on the amount of sick leave that can be accumulated.

28 **SECTION 3 – PAYMENT OF SICK LEAVE**

1 A. An Employee shall receive sick leave pay only for hours missed from a regular
2 assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each
3 workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day
4 missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time
5 Employee working a 4/40 schedule will be paid sick leave in accordance with Article R13, Section 8.

6 B. No Employee shall be paid sick leave in excess of his/her accrued sick leave.

7 C. Upon separation from employment as a result of death or service retirement, as
8 defined by the Washington State Public Employee's Retirement System or the City of Seattle
9 Retirement System, an Employee or his/her estate shall be paid 35% of accrued sick leave at the rate
10 of pay in effect at time of separation. An Employee retiring under the City of Seattle Retirement
11 System will have the option of having the legal equivalent of this 35% of accrued sick leave paid
12 toward medical care premiums.

13 D. No payment will be made to an Employee who leaves METRO for any other
14 reason.

15 E. An Employee who is receiving Workers' Compensation supplemental benefits for
16 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in
17 Article R12, Section 7. An Employee will continue to accrue sick leave on straight-time hours
18 missed, up to a maximum of 90 workdays for each industrial injury.

19 F. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick
20 leave.

21 ***SECTION 4 – USE OF AC TIME***

22 After all accrued sick leave has been exhausted, AC time may be used for an illness when a
23 medical statement, acceptable to METRO, has been submitted verifying that the Employee was
24 unable to perform the duties of his/her position.

25 ***SECTION 5 – RESERVE SICK LEAVE***

26 Rail Employees employed with METRO as of November 1, 1977, were credited with a
27 balance of sick leave known as reserve sick leave. Such reserve sick leave may be used only for an
28 illness during which the Rail Employee is hospitalized as an inpatient for at least 24 hours. No sick

1 leave shall be transferred from such reserve account to the active account. All regular sick leave in
2 the active account must be exhausted before sick leave in the reserve account may be used. The
3 provisions of Section 3, Paragraph C shall apply to reserve sick leave.

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1 **ARTICLE R12: BENEFITS**

2 ***SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY***

3 ***BENEFITS***

4 A. King County presently participates in group medical, dental, vision, life, and long-
5 term disability insurance benefit programs. These programs, and the level of METRO premium
6 contribution to these programs is determined by the Joint Labor-Management Insurance Committee
7 (JLMIC). The JLMIC is comprised of representatives from King County and its labor unions. The
8 JLMIC’s function shall be to review, study and make recommendations relative to existing medical,
9 dental, vision, life, and long-term disability insurance programs. King County agrees to continue the
10 JLMIC.

11 B. All regular Employees and their dependents will be covered by the medical, dental,
12 vision, life, and long-term disability plans developed by the JLMIC. METRO agrees to maintain the
13 level of benefits as provided by these plans and pay premiums as described in these programs through
14 2012. Benefits for 2013 will be the same unless modified by the JLMIC, in which case the UNION
15 may negotiate alternative benefits.

16 C. The PARTIES agree to incorporate changes to Employee insurance benefits which
17 King County may implement as a result of the agreement of the JLMIC, but otherwise METRO will
18 not make unilateral changes to existing benefits.

19 D. An Employee will be eligible for the insurance benefits on the first calendar day of
20 the month following his or her hire date or the day after his or her qualification date, whichever is the
21 later date. However, if the later date is the first calendar day of the month, the Employee will be
22 eligible for the insurance benefits on that date.

23 E. METRO will hold an open enrollment at least once during each calendar year.
24 Employees will be allowed to make changes in their benefit selections during that open enrollment
25 period.

26 ***SECTION 2 – MEDICAL BENEFITS – RETIREES***

27 Within 60 days of service retirement, a retired Employee with five or more years of
28 consecutive service may continue medical and vision coverage with METRO at the prevailing

1 METRO group rate until age 65 or until s/he becomes eligible for Medicare. Such Employee waives
2 all rights to COBRA coverage.

3 **SECTION 3 – SHORT-TERM DISABILITY**

4 A short-term disability plan shall be made available to all Employees. Enrollment in the plan
5 is mandatory. Coverage shall begin as set forth in the policy. The Employee shall pay the monthly
6 premium by payroll deduction. METRO shall administer the policy.

7 **SECTION 4 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

8 METRO provides, for all Employees, special coverage in the event of a felonious assault.
9 The maximum benefits payable are \$50,000 for death, dismemberment, loss of sight, or permanent
10 total disability, less any amount payable under a group life or accidental death and dismemberment
11 policy.

12 **SECTION 5 – PERSONAL PROPERTY LOSS BENEFIT**

13 A. Employees shall be reimbursed for loss of certain personal property due to armed
14 robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:

- 15 1. The armed robbery, theft or assault occurs while the Employee is at work;
16 and,
17 2. The property was in the personal possession of the Employee at the time of
18 the theft or robbery or, in the case of Rail or Streetcar Operators, the property was on the train and
19 was not left unattended, except when the Operator was required to leave the driver's compartment to
20 attend to official METRO duties; and,
21 3. The Employee makes a robbery, theft or assault report to the Police
22 Department; and,
23 4. The Employee files a claim with METRO and provides receipted bills to
24 substantiate that replacements have been purchased or repairs made.

25 B. The items covered by this AGREEMENT and the maximum values to be
26 reimbursed are:

| <u>Item</u> | <u>Maximum Value</u> |
|------------------|----------------------|
| Watch | \$55.00 |
| Uniform clothing | replacement |

| Item | Maximum Value |
|-------------------------|----------------------|
| Wallet | \$25.00 |
| Bag | \$55.00 |
| Purse | \$35.00 |
| Driver's License | replacement |
| Employee Transit Pass | replacement |
| Rail Certification Card | replacement |

SECTION 6 – TRANSIT PASS

Each current and retired Employee is eligible for an annual transit pass.

SECTION 7 – WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE

A. METRO, pursuant to Washington State Industrial Insurance laws (Title 51 RCW), will maintain workers’ compensation procedures and payments consistent with all state laws, administrative rules, and guidelines, as promulgated by the State Legislature and Department of Labor and Industries.

B. In addition to benefits accruing to Employees under State Industrial Insurance laws, METRO will maintain a program of supplemental payments for full-time Employees as follows:

1. METRO will provide an amount which, when added to the state prescribed payment and any alternative work wages, maintains the percentage set forth below of the Employee’s net pay, based on 80 hours times his/her hourly rate minus any mandatory deductions per pay period.

The percentage shall be as follows:

- a.** For the first 60 workdays missed – 100%.
- b.** For the next 60 workdays missed – 90%.
- c.** For the next 140 workdays missed – 80%.

2. Such supplemental payment program will continue for a period not to exceed 260 workdays, or two calendar years from the date of injury, whichever comes first.

3. To determine net take-home pay, the Payroll Section will calculate the Employee’s hourly wage at the time of injury times 80 hours minus mandatory deductions.

4. A full-time Employee who is otherwise eligible for supplemental payment,

1 but who is not receiving any actual supplemental payment because the total payments s/he is
2 receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall
3 continue to be benefit eligible.

4 **C.** To be eligible for METRO's supplemental payments, the Employee must:

5 **1.** Notify METRO's Workers' Compensation Office if unavailable for more
6 than 24 hours during a Monday through Friday period.

7 **2.** Notify METRO's Workers' Compensation Office of other employment or
8 compensation received while being paid workers' compensation.

9 **3.** Be available for medical treatment and/or vocational rehabilitation,
10 consultation, or services.

11 **4.** Accept alternative work assignments which are offered by METRO and
12 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
13 Employee's physician if identified restrictions require clarification.

14 **5.** Maintain eligibility for workers' compensation under state regulations.

15 **6.** When notified at least 48 hours in advance, attend all meetings and
16 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
17 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
18 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
19 prior to such meeting or examination.

20 **7.** If records indicate two "no shows" for scheduled medical or vocational
21 services, supplemental payments may be terminated, provided such Employee and the UNION are
22 notified seven days in advance.

23 **D.** An Employee who misses work due to an on-the-job injury will continue to accrue
24 vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during
25 each calendar year. One such 90-day accrual will be allowed for each industrial injury.

26 **E.** If an Employee exhausts supplemental payments, s/he may use sick leave, vacation
27 leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B. If such
28 Employee is working an alternative work assignment, such payments will be at the hourly rate of the

1 alternative work assignment.

2 **F.** Each Employee, who files a claim for workers' compensation, will be provided a
3 copy of the rules in this Section.

4 **G.** If an Employee is required by METRO to be cleared by the Workers'
5 Compensation Office before returning to work, but s/he is not on pay status or receiving
6 compensation from any source including short-term or long-term disability, such Employee will
7 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be
8 paid an additional one hour of straight-time pay.

9 **H.** METRO is required to recover any overpayment. An Employee, who has received
10 an overpayment, shall repay it in a manner which assures METRO's recovery and does not
11 unnecessarily burden such Employee.

12 **I.** An Employee with an open Worker's Compensation claim who is working an
13 alternative work assignment or is working in his/her regular classification at less than full duty must
14 use accrued leave or take approved leave without pay for medical appointments associated with the
15 Employee's claim.

16 ***SECTION 8 – LEGAL DEFENSE***

17 Whenever an Employee is named as a defendant in civil action arising out of the performance
18 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
19 shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee,
20 furnish counsel to represent such Employee to a final determination of the action, without cost to
21 such Employee.

22 ***SECTION 9 – COMMERCIAL DRIVERS LICENSE***

23 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
24 who are required by RAIL to have a CDL.

25 ***SECTION 10 – GENERAL CONDITIONS***

26 **A.** Benefit premiums paid by an Employee shall be deducted in equal installments
27 from the first and second paycheck of every month.

28 **B.** Upon request, METRO will provide available medical usage data regarding

1 Employees to the UNION.

2 C. METRO shall not make its monthly contribution for medical, dental, group life
3 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence
4 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
5 medical leave laws or Article R10, Section 3, Paragraph B.

6 **SECTION 11 – ACCUMULATED COMPENSATORY TIME**

7 A. Accumulated Compensatory (“AC”) time is defined to mean all time earned by an
8 Employee, which may be paid by compensatory time off instead of by cash.

9 B. Except as provided in Paragraph C, each Employee may choose to receive AC time
10 instead of cash for all work performed at the overtime rate. An Employee will notify METRO of
11 such choice by filing a METRO form on or before the first day of the pay period affected by the
12 change.

13 C. AC time in excess of 80 hours shall be paid in cash at the end of each pay period.

14 D. Except as provided elsewhere in this AGREEMENT, and consistent with daily
15 staffing requirements, RAIL will determine the number of Employees allowed to have time off. An
16 Employee may use AC time for a reasonable amount of compassionate leave under warranting
17 circumstances, as determined by RAIL.

18 E. By written request, an Employee may cash out any portion of his/her AC bank,
19 provided s/he cashes out at least eight hours. Payment will be made as part of the next possible
20 payroll following METRO’s receipt of the request.

21 F. No shift differential will be allowed on AC time earned. When AC time is taken or
22 cashed out, it will be paid at the rate of the shift on which the Employee is working.

23 G. Bus Employees coming to RAIL may bring a maximum of 40 hours of AC time to
24 their new employment in RAIL.

25 H. For RAIL classifications, except as provided elsewhere in this AGREEMENT, and
26 consistent with daily staffing requirements, RAIL will determine the number of Employees allowed
27 to have time off. An Employee may use AC time for a reasonable amount of compassionate leave
28 under warranting circumstances, as determined by RAIL.

SECTION 12 – RETIREMENT ACKNOWLEDGMENT

Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the purpose of acknowledging that Employee’s service to the citizens of King County. The Employee shall choose the form of acknowledgment from two options: either a celebration, including refreshments, at the worksite or a luncheon with the Employee’s immediate supervisor. In addition, each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted on it.

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1 **ARTICLE R13: 4/40 ASSIGNMENTS**

2 ***SECTION 1 – DEFINITION OF 4/40 EMPLOYEES***

3 A. A “4/40 Employee” shall mean a regular full-time Employee whose assignment is
4 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight
5 hours straight-time pay per day for five days per week.

6 B. Each 4/40 Employee shall be subject to the provisions of this Article, which shall
7 supersede any conflicting provisions elsewhere in this AGREEMENT.

8 ***SECTION 2 – REGULAR DAYS OFF***

9 Each 4/40 Employee shall have three RDOs per week, including at least two consecutive
10 days.

11 ***SECTION 3 – HOLIDAYS***

12 Each 4/40 Employee shall be granted the same holidays as other Employees in his/her
13 classification. An Employee who is on RDO or vacation on the day of observance, will receive eight
14 hours of AC time at the straight-time rate. An Employee who works on the day of observance, as
15 part of his/her regular work schedule, will receive eight hours AC time at the rate specified in Article
16 R8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the
17 Employee’s regular day to work, but the Employee is not scheduled to work, the Employee will
18 receive ten hours of holiday pay.

19 ***SECTION 4 – PERSONAL HOLIDAY***

20 A 4/40 Employee who chooses a personal holiday will receive ten hours of personal holiday
21 pay.

22 ***SECTION 5 – VACATION AND AC TIME***

23 While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten
24 hours per day for each regular workday.

25 ***SECTION 6 – BEREAVEMENT LEAVE***

26 A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two
27 hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who
28 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted

1 additional time off in accordance with Article R10, Section 2 will be paid ten hours sick leave, AC
2 time and/or vacation per workday for up to three additional days.

3 **SECTION 7 – JURY DUTY/MILITARY LEAVE**

4 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her
5 regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively.
6 An Employee may be required to revert to a work schedule of eight hours per day, five days per week
7 for each pay week in which the leave is taken.

8 **SECTION 8 – SICK LEAVE**

9 A 4/40 Employee on sick leave will be paid a maximum of ten hours at straight-time for each
10 workday absent.

11 **SECTION 9 – DISABILITY**

12 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
13 disability according to hours normally scheduled to work. For any full weeks of disability, such
14 Employee shall be considered as if s/he is an eight hour per day, five day per week Employee.

15 **SECTION 10 – OVERTIME**

16 All hours worked in excess of ten hours in the scheduled workday or work on any of the three
17 RDOs shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
18 pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.

19 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

20 Employees will be provided with a minimum 30-days notice prior to cancellation of a 4/40
21 shift, except in Rail Operations. The availability of 4/40 shifts shall be determined by RAIL.

1 **ARTICLE R14: RATES OF PAY**

2 ***SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS***

3 A. Effective on the start of the pay period that includes November 1, 2010, the top
4 hourly wage rate for each job classification will be as shown in Exhibit A. These wages shall be
5 effective until the pay period that includes October 31, 2011.

6 B. Wage progressions are as follows:

7 1. Except for Rail Supervisors and Rail Supervisors-in-Training, each job
8 classification will have five step increments as follows: first step will be 70% of the top rate of the
9 classification; upon completion of twelve months, the second step will be 80%; upon completion of
10 the next twelve months, the third step will be 90%; upon completion of the next six months, the
11 fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A
12 new hire in the position of Rail Supervisor, Electromechanic, Maintenance Service Center (MSC)
13 Worker, Track and Right of Way (ROW) Maintainer and Signal and Communications Technician
14 may be hired above the first step and up to the top step at METRO's sole discretion. The UNION
15 will be notified of each hire at above entry step.

16 2. Rail Supervisors-in-Training will have two step increments as follows: first
17 step will be 85% of the top pay rate for the Rail Supervisor classification. Upon completion of six
18 months, the second step will be 90% of the top pay rate for the Rail Supervisor classification. Rail
19 Supervisors will have five step increments as follows: first step will be 90% of the top rate of the
20 classification; upon completion of six months, the second step will be 92.5%; upon completion of the
21 next six months, the third step will be 95%; upon completion of the next six months, the fourth step
22 will be 97.5%; and upon completion of the next six months, the fifth step will be 100%.

23 C. An Employee who is promoted or upgraded into a classification with a higher top-
24 step hourly rate shall be placed at the lowest step in the salary schedule for the new classification
25 which results in an increase of at least 2.5%. Thereafter, a promoted Employee shall progress to any
26 subsequent wage steps based on completion of the required service periods. Service in the new
27 classification on a temporary upgrade status prior to promotion shall not be counted toward
28 progression on the schedule.

1 such work for more than two hours up to and including four hours, s/he will be paid at such rate for
2 four hours. When an Employee is assigned such work for more than four hours, s/he will be paid at
3 such rate for eight hours and will be paid at the overtime rate for such classification, if applicable, for
4 time in excess of eight hours.

5 **B.** If an Employee is assigned work in a lower paid classification, such Employee
6 shall not suffer any reduction in wages. However, an Employee who accepts a temporary
7 appointment to a lower paid position shall receive the wage rate for such lower paid position.

8 ***SECTION 4 – FLSA REQUIREMENTS***

9 **A.** All applicable non-overtime premiums received (e.g., spread pay and student pay)
10 will be added into an Employee’s total compensation for the calculation of the “regular rate of pay”.

11 **B.** A Rover, extra person, or a Relief Rail Supervisor who has his/her RDOs changed,
12 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40. RAIL
13 will attempt, whenever possible, to provide such Employee with two days off during each scheduled
14 workweek.

15 ***SECTION 5 – DEMOTION***

16 Employees who accept a demotion into a lower paid UNION position because of poor health
17 or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step
18 within the new position’s wage range which most closely matches the Employee’s wage in his or her
19 former wage range, but does not exceed the rate of pay received by the Employee in his/her former
20 classification.

1 **ARTICLE R15: STREETCAR OPERATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A “Streetcar Operator” shall mean a person employed by METRO on a continuing
4 basis to operate the South Lake Union Streetcar who receives an eight-hour minimum guarantee of
5 straight-time pay per day, not to exceed five days per week, or a ten-hour minimum guarantee of
6 straight-time pay per day not to exceed four days per week, provided s/he has accepted all work
7 assigned as specified in this Article. For each regularly-scheduled workday or portion thereof on
8 which a Streetcar Operator does not perform his/her assignment, s/he shall lose his/her guarantee for
9 that day and s/he shall be paid only for actual time worked, unless otherwise provided in this
10 AGREEMENT. A “regularly-scheduled workday” shall mean a day on which an Employee is
11 normally required to work.

12 B. There will be two kinds of Streetcar Operators: Regular Streetcar Operators and
13 Extra Board Streetcar Operators. A “Regular Streetcar Operator” shall mean a Streetcar Operator
14 who picks runs as a work assignment for his/her eight or ten-hour guarantee. An “Extra Board
15 Streetcar Operator” shall mean a Streetcar Operator who picks the Extra Board and works as assigned
16 for his/her eight-hour guarantee.

17 C. “Loader” shall refer to an Employee who picks, or is assigned on the Extra Board,
18 the task of selling passage; but who does not drive the conveyance for which the passage is sold. A
19 Streetcar Operator who is assigned to loading duties may be assigned other duties during his/her shift.

20 ***SECTION 2 – HIRING OF STREETCAR OPERATORS***

21 Vacant Streetcar Operator positions shall be offered through a competitive recruitment
22 process to FTOs and Rail Operators, then to PTOs. If no applications are received from the
23 Employees above, RAIL may conduct an open and competitive recruitment.

24 ***SECTION 3 – STREETCAR OPERATOR GUARANTEES***

25 A. Streetcar Operators will not be required to accept Part-Time status.

26 B. All runs will be worked by Streetcar Operators, except as provided elsewhere in
27 this AGREEMENT.

28 C. All vacation reliefs will be worked by Streetcar Operators, except as provided

1 elsewhere in this AGREEMENT.

2 **D.** The Extra Board will be worked only by Streetcar Operators, except as provided
3 elsewhere in this AGREEMENT.

4 **E.** Except as provided in Section 10, O&M Supervisors will be limited to working no
5 more than 120 hours platform time per calendar year. When the total hours worked by O&M
6 Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours
7 worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds
8 the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident
9 one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL
10 agrees to provide the UNION with an accounting monthly or when requested, for the purpose of
11 enforcing this AGREEMENT.

12 **F.** All Streetcar Operators on their regular workdays will be paid straight through on
13 Saturdays, Sunday and modified schedule days.

14 ***SECTION 4 – GENERAL CONDITIONS***

15 **A.** Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator
16 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
17 or O&M Supervisor to take the assignment.

18 **B.** The O&M Supervisor may use his/her judgment as to which employee to use in an
19 emergency.

20 **C.** Any Streetcar Operator not being relieved when arriving at the relief point will call
21 the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar
22 Operator does not wish to continue working, s/he shall request to be relieved. RAIL must relieve the
23 Streetcar Operator within one and one-half hours.

24 **D.** An “assignment” shall mean any work or duties that the Employee is required to
25 perform.

26 **E.** The cutoff time for calling to be removed from the sick list, and for signing the day
27 off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., s/he may
28 retain his/her following day’s full assignment by calling off the sick list at least one hour prior to the

1 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

2 **F.** At each pick, a Streetcar Operator may indicate his/her preference regarding
3 training assignments. RAIL will attempt to accommodate a Streetcar Operator's preference when
4 assigning students; however, any Streetcar Operator may be given a training assignment if necessary.
5 Trainees shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
6 determines that safety would be jeopardized.

7 **G.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
8 trip, except when:

- 9 **1.** The revenue trip is less than 15 minutes long, or
- 10 **2.** The revenue trip is the last revenue trip before the streetcar returns to the
11 base, or
- 12 **3.** The revenue trip is live-looped or through-routed, or
- 13 **4.** The layover has been reduced by mutual agreement of the PARTIES.

14 When circumstances beyond the Streetcar Operator's control result in less than five minutes
15 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
16 the next southern terminal, except on his/her last trip, provided the Streetcar Operator attempts to
17 notify the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION
18 as having insufficient layover time.

19 **H.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
20 layover in assignments over five hours in length and an additional 15-minute layover in weekday
21 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it
22 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a
23 service report. "Length" equals report, travel and platform time, but does not include bonus time.

24 **I.** RAIL guarantees one Streetcar Operator per week (on a date of the Employee's
25 choice) shall be excused from his/her assignment.

26 **J.** Candidates for Rail Supervisor-in-Training positions shall be selected from Rail
27 Operators, Streetcar Operators and FTOs. Candidates must have at least two and one half years of
28 Rail operating experience in the five years preceding the closing date for applications. Streetcar

1 Operators are also eligible to apply for Bus SIT positions if they meet the qualifications listed in
2 Article 15, Section 3, Paragraph N of the Bus agreement.

3 **K.** All assignments shall be completed within a maximum 14-hour spread or up to 16
4 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start
5 time of the first assignment following at least ten continuous hours off.

6 **L.** When a Streetcar Operator presents a valid medical restriction which prevents
7 operation of the equipment or in the facility of his/her assignment, METRO will work with the
8 UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-
9 up.

10 **SECTION 5 – RUNS**

11 **A.** There shall be two types of Streetcar Operator runs.

12 **1.** A “straight run” will consist of straight-through work including platform,
13 report, travel time and other duties as assigned (within the Employee’s job classification).

14 **2.** A run combination or “combo” will consist of two or three pieces of work
15 which are at least seven hours and eleven minutes in total work time, including platform, report,
16 travel time, and other duties as assigned (within the Employee’s job classification), and which are
17 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through
18 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and
19 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

20 **B.** At least 75% of all runs Monday through Saturday will be straight runs. Combos
21 on Saturdays shall be paid straight through. There shall be no combos on Sundays.

22 **C.** Runs shall be determined by RAIL in accordance with the provisions in this
23 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
24 defined as a “tripper”.

25 **D.** Any Extra Board Streetcar Operator working a regularly-scheduled run shall be
26 paid the regularly-scheduled run pay.

27 **E.** Runs and combos may be broken into trippers on the same day in order to allow
28 RAIL to fill all work.

SECTION 6 – STREETCAR OPERATOR PICKS

A. At pick, seniority for all Streetcar Operators shall prevail in the selection of packaged assignments and RDOs, Extra Board positions, and vacations.

B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All established practices and procedures for the Streetcar Operator picks shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

C. Copies of the pick schedule will be posted in the base and in the UNION office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed, certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

D. A Streetcar Operator who wishes to select an assignment must select an assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

E. RAIL will determine the Regular work assignments and the number of Extra Board positions and Extra Board RDO combinations. Copies of all assignments will be posted in the base six days prior to the start of the assignment selection.

F. The UNION shall be supplied a copy of the final work assignments to be used for the pick at least two weeks prior to the first day of the pick.

G. Each Streetcar Operator shall have two consecutive RDOs, or in case of a 4/40 Streetcar Operator three consecutive RDOs, in every seven-day period, except when Streetcar Operator shake-ups or move-ups make this impossible.

H. No Streetcar Operator will be forced to pick an assignment of runs which would result in less than ten hours off between consecutive workday assignments, or less than 56 hours off on his/her two consecutive RDOs.

I. The pick will be conducted by guidelines mutually established by the PARTIES. No Streetcar Operator shall be compensated for time spent in the selection process, unless it is during his/her regular work hours.

J. A Streetcar Operator, who fails to appear at his/her scheduled pick time and who

1 does not notify the UNION of his/her choices via an absentee pick form, shall have an assignment
2 selected for him/her by the UNION representative. The UNION representative shall make an effort
3 to select an assignment comparable to the assignment last selected at a pick. Selections made by the
4 UNION will not be subject to the grievance/arbitration procedure.

5 **K.** Each Streetcar Operator must pick work which is compatible with any existing
6 medical restrictions s/he has on file with METRO. Failure to do so will result in a forfeiture of the
7 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
8 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
9 restriction.

10 **L.** To meet specific service needs, RAIL may identify specific days on which
11 Streetcar service will operate on a schedule different than the regular schedule. Such schedule
12 deviation days may include a change in the hours of service, the frequency of service, and/or the
13 number of cars in service during any portion of the service day. Any day identified by RAIL that will
14 have a schedule deviation will be posted at the pick. Each Regular Streetcar Operator working on
15 his/her regular workday will pick his/her assignment, by seniority. Regular Streetcar Operators may
16 select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned
17 work will go to the Extra Board Streetcar Operators scheduled to work that day.

18 **M.** A Streetcar Operator who has been unable to work for 30 days or more must be
19 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
20 Such Streetcar Operator will not be allowed to pick an assignment except by mutual agreement
21 between the PARTIES. A Streetcar Operator who returns to duty without a picked assignment will
22 be placed on an assignment mutually agreeable to the PARTIES.

23 ***SECTION 7 – MOVE-UPS***

24 **A.** If regular or Extra Board assignments become vacant, less senior Streetcar
25 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
26 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
27 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
28 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations become

1 available, Extra Board Streetcar Operators at the base who could not have picked these RDO
2 combinations may choose the new RDO combinations. Streetcar Operator move-ups will be
3 conducted only when they can be implemented at least 28 days prior to a shake-up.

4 **B.** Move-ups will be conducted by Shop Stewards at the affected base at the direction
5 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
6 grievance/arbitration procedure.

7 **SECTION 8 – SELECTING VACATIONS**

8 **A.** Vacations will be picked once per year.

9 **B.** Vacations may be split into periods of one or more full weeks. If an Employee's
10 vacation is not evenly divisible into full weeks, the odd number of days must be taken as one-day
11 vacations to a maximum of four days per payroll year.

12 **C.** Streetcar Operators may pick only one prime time vacation per year. METRO
13 shall determine the number of vacations offered in each period. Each year, METRO shall furnish the
14 UNION with a list of vacation periods.

15 **D.** The UNION shall determine the prime time periods for the following year and
16 inform METRO of their determination in writing in advance of the first day of the fall pick of the
17 current year.

18 **E.** Future pick and shake-up dates occurring during the vacation periods that Streetcar
19 Operators can select at the current pick shall be posted in the pick room by METRO.

20 **F.** After a vacation relief has been assigned to an Extra Board Streetcar Operator,
21 there shall be no changes in vacation unless agreed by the Streetcar Operator who is assigned the
22 vacation relief.

23 **G.** A Streetcar Operator may, with METRO approval, change his/her vacation at the
24 base to a period which s/he did not have the seniority to pick provided the available period(s) are
25 posted at least one week in advance.

26 **SECTION 9 – EXTRA BOARD**

27 **A.** Extra Board Streetcar Operators shall bid three times a year (with other Streetcar
28 Operators).

- 1 **B.** Extra Board Streetcar Operators shall bid for two consecutive RDOs.
- 2 **C.** Extra Board Streetcar Operators shall bid on chronological position on the Extra
3 Board (“1”, “2” or “3”).
- 4 **D.** Extra Board Streetcar Operators may exercise classification seniority to work
5 regular runs that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained
6 absence of more than one week.
- 7 **E.** At RAIL’s discretion, FTOs who have been trained as Streetcar Operators may be
8 added to the bottom of the Extra Board.
- 9 **F.** During a shake-up, any newly hired Streetcar Operators shall be placed at the
10 bottom of the Extra Board. Selection of position shall be by seniority.
- 11 **G.** All work assigned to an Extra Board Streetcar Operator as part of his/her regular
12 workday assignment will be within a spread of 14 hours except in the case of an emergency.
- 13 **H.** The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
14 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar
15 Operator who is available the following day will receive one hour of straight-time pay, except in case
16 of extreme emergency.
- 17 **I.** The Extra Board work shall be assigned according to the following rules:
- 18 **1.** Extra Board Streetcar Operators shall work all assignments as assigned by
19 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
20 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
21 description. Assignments may include “Report” time assignments as determined by an O&M
22 Supervisor.
- 23 **2.** All work shall be assigned to the Extra Board, from the top of the board
24 down, according to quit time, with the earliest quit assigned first.
- 25 **3.** Quit time of special work shall be estimated by RAIL for the purpose of
26 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
27 time.
- 28 **4.** If two or more Streetcar Operator assignments quit at the same time, they

1 shall be assigned as follows:

- 2 a. A run will be assigned before a report.
- 3 b. An assignment with more pay will be assigned before an assignment
- 4 with less pay.
- 5 c. If two assignments pay the same, the assignment with the lesser
- 6 amount of work including report time and travel time will be assigned first.
- 7 d. If two assignments pay the same and have the same amount of work
- 8 including report time and travel time, they will be assigned at the discretion of RAIL.

9 5. If the number of Extra Board Operators available for work on a regular
10 workday is greater than the number of available runs, reports and special work which fits the
11 definition of a run, then tripper combinations may be inserted in the assignment sequence according
12 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
13 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
14 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
15 minutes or less will be paid straight-through.

16 6. If the number of Extra Board Streetcar Operators available for work on a
17 regular workday is less than the number of available runs and special work which fits the definition
18 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

19 7. On holidays, a Streetcar Operator left without an assignment shall receive the
20 day off at holiday pay. All Streetcar Operators who request the holiday off via the day off book will
21 be excused before any Streetcar Operator is forced to take the day off.

22 8. Any Extra Board Streetcar Operator who receives an assignment out of
23 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
24 time pay, except in case of extreme emergency. Any Streetcar Operator who receives an overtime
25 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive
26 pay to equal the assignment s/he should have had or the assignment s/he received, whichever is
27 greater.

28 9. The following provisions shall apply to Extra Board Streetcar Operators who

1 choose vacation reliefs:

2 **a.** Extra Board Streetcar Operators may request to work the runs of
3 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave
4 of absence of one week or more. Vacant runs may be picked as vacation reliefs until they are filled
5 by a move-up. Streetcar Operators will pick this work by seniority.

6 **b.** When a vacation relief assignment ends, the Extra Board Streetcar
7 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
8 RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief, or
9 remainder of an unpicked vacation relief, according to seniority. Such Streetcar Operators shall
10 retain the RDOs of the vacation relief through the remainder of the pay week.

11 **c.** Extra Board overtime policies remain unchanged.

12 **d.** An Extra Board Streetcar Operator picking a vacation assignment
13 must work the entire vacation assignment, except as provided in Subparagraph b.

14 **10.** If an Extra Board Streetcar Operator's normal sequence assignment
15 conflicts with his/her partial absence or non-driving assignment, then such Streetcar Operator will be
16 given an assignment which is not a straight run. RAIL will attempt to maximize straight-time paid
17 work hours for such Streetcar Operators.

18 **J.** No Streetcar Operator's RDO shall be cancelled or changed without the consent of
19 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall
20 have a minimum of 56 hours off for his/her two consecutive RDOs.

21 **K.** Extra Board Streetcar Operators working a report assignment:

22 **1.** Extra Board Streetcar Operators will be available for a spread of 13 hours
23 and must accept all work according to Extra Board Streetcar Operator work rules set forth in this
24 AGREEMENT.

25 **2.** A Streetcar Operator may voluntarily waive his/her 13-hour spread. A
26 Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14
27 hours.

28 **3.** The Streetcar Operator with the earliest first report time gets the first piece

1 of work that is or becomes available within his/her spread, except in cases of emergency. If the
2 assignment is less than eight hours work time, the Streetcar Operator may be assigned additional
3 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules
4 of Section 9, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late
5 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

6 4. At the discretion of the O&M Supervisor, assignments that become
7 available for Extra Board Streetcar Operators may be broken up if necessary to keep service in
8 operation.

9 5. Work available at the time an Extra Board Streetcar Operator working on
10 report is released from an a.m. assignment may be assigned at that time for the remainder of the day
11 at the discretion of the O&M Supervisor.

12 6. No Extra Board Streetcar Operator will be required to work prior to report
13 time.

14 **SECTION 10 – OVERTIME**

15 A. All hours worked in excess of eight hours in the scheduled workday or work on a
16 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the
17 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified
18 in this AGREEMENT.

19 B. Any Streetcar Operator working a regular run on his/her RDO shall be paid for
20 eight hours at the overtime rate or for actual overtime hours worked, whichever is greater. A
21 Streetcar Operator who works two separate and complete runs on the same day will be paid such
22 guarantee for each run. A Streetcar Operator assigned overtime on his/her RDO, per Paragraph C.2
23 and C.4, shall be guaranteed a minimum for the day of two hours and forty minutes pay at the
24 overtime rate.

25 C. If overtime is available it shall be assigned by seniority with the greatest pay time
26 first, according to the following Streetcar Operator sequence:

- 27 1. Extra Board Streetcar Operators on regular workday.
- 28 2. Extra Board Streetcar Operators on an RDO.

- 1 3. Regular Streetcar Operators on regular workday.
- 2 4. Regular Streetcar Operators on an RDO.
- 3 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding
- 4 their 13-hour spread time, except as provided in Section 4, Paragraph K.
- 5 6. Available O&M Supervisors shall be offered an opportunity to work
- 6 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have
- 7 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on
- 8 both their regular workdays or on their regular days off.
- 9 7. Extra Board Streetcar Operators on regular workday forced in inverse order
- 10 of seniority.
- 11 **D.** No Streetcar Operator shall be required to work on his/her RDO. No Regular
- 12 Streetcar Operator shall be assigned overtime work unless s/he volunteers for such work.
- 13 **E.** Any Streetcar Operator volunteering for overtime shall be required to work the
- 14 overtime assigned.
- 15 **F.** An Extra Board Streetcar Operator may request to add or remove overtime
- 16 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
- 17 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
- 18 with Paragraph C.7.
- 19 **G.** A Regular Streetcar Operator may request to be added to or removed from the
- 20 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be
- 21 effective Saturday.
- 22 **H.** During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar
- 23 Operator to remain available to continue to perform work within his/her job classification.

24 ***SECTION 11 – SPECIAL ALLOWANCES***

- 25 **A.** Ten minutes report time shall be paid at the applicable rate.
- 26 **B.** Thirty minutes straight-time pay shall be paid for the first report of each accident.
- 27 If a Streetcar Operator is required to fill out a separate report by the State of Washington or a local
- 28 police department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer

1 approves the first accident report and the Streetcar Operator is called in to fill out an additional report
2 other than those for the State of Washington or local police departments, an additional 30 minutes
3 straight-time pay shall be paid for filling out each additional report. Forty-five minutes straight-time
4 pay shall be paid for the first report of each accident involving a collision with another vehicle in
5 which both vehicles are moving or in any collision with a pedestrian.

6 **C.** The following straight-time premiums shall be paid only when these reports cannot
7 be completed during platform hours. To be paid, a Streetcar Operator must submit complete and
8 accurate reports:

- 9 **1.** Incident reports, except those involving Streetcar Operator assaults –10
10 minutes.
- 11 **2.** Incident reports involving Streetcar Operator assaults –20 minutes.
- 12 **3.** Vandalism reports –5 minutes.
- 13 **4.** Found tags – 5 minutes.
- 14 **5.** Streetcar Operator Request slips – 5 minutes.
- 15 **6.** Safety reports, when requested by a supervisor – 5 minutes.
- 16 **7.** Service reports, when requested by a supervisor – 5 minutes.

17 **D.** A Streetcar Operator who is not on report shall be paid a minimum of one hour
18 straight-time pay for a streetcar change.

19 **E.** One hour straight-time pay shall be paid to a Streetcar Operator for each day spent
20 instructing a student.

21 **F.** If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the
22 overtime rate applies, s/he will be paid at the overtime rate or receive the minimum tripper time,
23 whichever is greater.

24 **G.** The minimum time paid, including report and travel time, for regularly-scheduled
25 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half
26 hours straight-time pay (one hour forty minutes overtime pay).

27 **H.** An Extra Board Streetcar Operator, who works past a twelve-hour spread on a
28 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,

1 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
2 hours.

3 **I.** Each Regular or Extra Board Streetcar Operator, who works a combo or frag
4 having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the
5 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-
6 half for time in excess of 10-1/2 hours.

7 **J.** Road relief travel time shall be paid at the applicable rate based upon the maximum
8 time required for travel from the base to a relief point during the applicable period of the day.

9 **K.** A Streetcar Operator who is relieved on the road and is directed by METRO to
10 return to the base to submit an accident or incident report or a found item will be paid travel time at
11 the applicable rate.

12 ***SECTION 12 – UNIFORMS***

13 **A.** If Streetcar Operators are required to wear uniforms that are different from those
14 of FTOs, then upon completion of training and after certification, a newly hired Streetcar Operator
15 shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to the extent that
16 these articles of clothing differ from Bus uniforms. Thereafter, the uniform allowance shall be
17 available annually on the Streetcar Operator's anniversary date.

18 **B.** A uniform allowance of twelve times the top step FTO wage rate on January 1 of
19 each year shall be available annually on each Streetcar Operator's certification date. FTOs who
20 move from Bus to Streetcar, will continue to receive their uniform allowance on their original Bus
21 qualification date. The uniform allowance may be used only to purchase authorized uniform items.
22 A Streetcar Operator who does not pick an assignment and who is not required to be in uniform will
23 have his/her uniform allowance for the following year reduced by one-third of the annual allowance
24 for each shake-up on such status.

25 **C.** Uniform allowance balances may be carried over if unused. A Streetcar
26 Operator's accrued allowance may not exceed 25 times the top step FTO wage rate as shown in
27 Exhibit A.

28 **D.** Streetcar Operators are required to be in uniform while on duty. When uniform

1 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M
2 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from
3 work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall
4 be considered acceptable uniform attire.

5 **E.** Footwear designated by RAIL may be purchased with the uniform allowance.
6 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
7 over two inches high.

8 **F.** All uniform items will be union made, unless mutually agreed between the
9 PARTIES.

10 ***SECTION 13 -- RESERVE STAFF FOR STREETCAR OPERATORS***

11 **A.** RAIL will, as needed, conduct recruitments for Streetcar Operators per the
12 relevant hiring provisions in this AGREEMENT. From the recruitments, RAIL will establish lists of
13 qualified Streetcar Operators for future transfers to Streetcar positions and will train them on the
14 Streetcar. Upon successful completion of Streetcar Operator training, these FTOs will be placed on
15 the Reserve Staff list.

16 **B.** If not immediately needed to fill regular vacancies in Streetcar, Reserve Staff
17 Employees will return to their Bus positions. The Reserve Staff shall remain classified as Bus
18 Employees after their certification in Streetcar.

19 **C.** During training on Streetcar, Reserve Staff in FTO positions may still work
20 overtime as FTOs.

21 **D.** As needed, RAIL will offer temporary Streetcar assignments of two weeks or
22 longer to Employees on the Reserve Staff list in order to fill temporary Rail workforce shortages.
23 Such work will only be assigned to Reserve Staff who are available for the entirety of the assignment.

24 **E.** Reserve Staff Employees will be able to volunteer for Reserve Staff assignments as
25 they become available. Rail will assign the position to the volunteer with the least amount of
26 previous hours on Reserve Staff assignments. If there are no volunteers, Rail may assign the work to
27 the Reserve Staff Employee with the least amount of previous hours on Reserve Staff assignments.

28 **F.** Reserve Staff shall enter the Streetcar classification at the bottom of the Extra

1 Board.

2 **G.** When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
3 shall be entitled to keep their picked RDOs for the duration of the acting assignment; however, the
4 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
5 adequately cover staffing needs.

6 **H.** If RAIL needs a Reserve Staff Employee beyond the end of a shake-up, the
7 situation shall be considered two separate Reserve Staff assignments.

8 **I.** Once assigned to Streetcar, Reserve Staff may not concurrently work as FTOs for
9 the duration of their assignment to RAIL.

10 **J.** At RAIL's discretion, Employees may be removed from the Reserve Staff for
11 refusing more than one assignment to Streetcar within a period of one year. Employees who are
12 removed from Reserve Staff may be removed from the existing Streetcar applicant pool.

13 **K.** Reserve Staff shall be offered regular vacancies in Streetcar as they become
14 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
15 Employees who refuse an offer for a permanent Rail position.

16 **L.** If a Reserve Staff Employee becomes a regular Streetcar Employee, s/he shall be
17 committed to his/her job in Streetcar per the terms of Article R6, Section 5.

18 **M.** Reserve Staff Employees who have not accepted a regular Streetcar job maintain
19 their eligibility to apply for Rail Operator positions.

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1 **ARTICLE R16: STREETCAR MAINTAINER**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A “Streetcar Maintainer” shall mean a person employed by RAIL on a regular full-time
4 continuing basis to service and maintain streetcar equipment and/or facilities and other duties as
5 determined by RAIL.

6 ***SECTION 2 – HIRING OF STREETCAR MAINTAINERS***

7 Streetcar Maintainers shall be hired through an open and competitive recruiting process.

8 ***SECTION 3 – GENERAL CONDITIONS***

9 **A.** RAIL shall not adopt time estimates contained in flat-rate books for scheduling or
10 evaluation purposes. METRO work standards are exempted from this provision.

11 **B.** When it is necessary to ensure safety, shop trucks will carry an additional qualified
12 Employee. No Employee will be required to perform an unsafe procedure.

13 ***SECTION 4 – WORK ASSIGNMENTS***

14 **A.** The workweek shall consist of five consecutive days, except when an Employee’s
15 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
16 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
17 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
18 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
19 Article R13.

20 **B.** A new Employee shall be assigned by RAIL until the next pick or move-up.

21 **C.** Assignment of specific duties on any shift shall be at the discretion of RAIL.

22 **D.** For the purposes of the pick and subsequent work assignments, the graveyard shift
23 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
24 swing shift shall be considered the third.

25 **E.** Should it become necessary to alter a shift during a shake-up and such alteration
26 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
27 request for accommodation which requires an alteration in the start or quit times of a shift, such
28 Employee may request that RAIL consider their request. METRO will then contact the UNION to

1 review the matter.

2 **F.** For holiday work assignments, RAIL will determine the staffing needs for each
3 shift. When RAIL has determined which classifications will be required to work, Employees in those
4 classifications will be offered the holiday assignment in seniority order, as follows:

- 5 1. Employees on regular workday.
- 6 2. Employees on their RDO
- 7 3. By inverse seniority to Employees on regular workday.

8 **SECTION 5 – PICKS AND MOVE-UPS**

9 **A.** Three times each year, consistent with Streetcar Operator picks or when a facility
10 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each
11 shift shall be posted.

12 **B.** At the pick, each Employee listed in Section 1 will be permitted to select shift
13 (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also
14 may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
15 Manager/designee will meet with the UNION Executive Board Officer for Rail and the
16 President/Business Representative/designee to discuss and identify any ongoing or planned special
17 projects that may be appropriate for posting on the pick sheets.

18 **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of
19 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
20 RAIL will notify the UNION before the modification is posted. No changes will be made less than
21 five days prior to the pick.

22 **D.** An Employee shall be compensated for the time spent in the selection process
23 when it is during his/her work hours.

24 **E.** UNION representatives for Maintenance will be present and facilitate the pick.

25 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
26 with the RAIL designee, as identified on the pick schedules, indicating his/her work preferences. The
27 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will
28 result in the UNION representative picking an assignment for the Employee. The UNION

1 representative shall make an effort to select an assignment comparable to the last picked position
2 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to
3 the grievance/arbitration procedure.

4 **G.** When RAIL determines that an Employee will be unavailable for work for an
5 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
6 will be notified prior to the pick process. If such Employee returns to work during a shake-up, s/he
7 may return to his/her previous picked position, if such still exists, or to a position as close as possible
8 to the assignment s/he was working previously. RAIL and the Employee may mutually agree to a
9 different assignment, and the UNION will be notified.

10 **H.** If a vacant position is to be filled, Employees in that classification at that base may
11 have a move-up. The UNION will be notified and effect the move-up.

12 ***SECTION 6 – VACATION SELECTION***

13 **A.** Vacations will be picked by classification, once each year no later than March
14 15th.

15 **B.** The number of Employees on vacation at any one time shall be regulated by RAIL,
16 except that the number of Streetcar Maintainer vacation positions allowed will be 10% of the
17 classification per each vacation period with a minimum of one. This number will be determined at
18 the time of the annual vacation pick.

19 **C.** Vacation may be split into blocks of one or more full weeks. If an Employee's
20 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in
21 one period. The selection of vacations by Streetcar Maintainers shall be extended over the entire
22 calendar year. An Employee who takes his/her vacation in two or more blocks shall select the second
23 block of his/her vacation after all Employees in his/her classification have made their first selection;
24 his/her third selection after all Employees in his/her classification have made their second selection;
25 etc., until all blocks of the vacation have been selected. Picked vacation blocks will begin or end
26 with the Employees' RDO.

27 **D.** A Streetcar Maintainer may use vacation or accumulated accruals in increments of
28 one or more hours, provided s/he has available vacation or accumulated time and subject to advance

1 approval by his/her immediate supervisor.

2 **SECTION 7 – OVERTIME**

3 **A.** All hours worked in excess of eight in the scheduled workday or work on an
4 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
5 time rate of pay for the classification for actual overtime hours worked.

6 **B.** Overtime on any shift shall be computed at the rate paid for the Employee's
7 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
8 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
9 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
10 shift overtime rate of pay.

11 **C.** An overtime assignment of four hours or less will be offered, by seniority, to
12 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
13 be accomplished and/or performed.

14 **D.** Overtime assignments of more than four hours will be offered, by seniority, to
15 qualified Employees, including Employees on their RDO.

16 **E.** An overtime assignment of eight hours will first be offered to qualified Employees
17 who are on their RDO before it is split and offered in smaller pieces.

18 **F.** Should no Employee accept the overtime assignment, it may be assigned by
19 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
20 may be assigned to the next least senior Employee.

21 **G.** An Employee who is scheduled for paid time off, and who is interested in working
22 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
23 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
24 these RDO's also require this notice. For overtime assignment, s/he will be considered in seniority
25 order in accordance with Paragraphs D and E.

26 **H.** In the case of an extreme emergency, RAIL can assign overtime work to any
27 certified Employee. An Employee who works overtime during an extreme emergency shall be
28 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-

1 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
2 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

3 **I.** A Streetcar Maintainer, who has gone home after his/her regular shift and who is
4 called back to work and reports for work, will be guaranteed at least four hours pay at the overtime
5 rate.

6 **J.** A Streetcar Maintainer called in before his/her regularly-scheduled report time and
7 in conjunction with his/her regular shift will be paid for actual hours worked.

8 ***SECTION 8 – SHIFT DIFFERENTIAL***

9 Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
10 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
11 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

12 ***SECTION 9 – SPECIAL BENEFITS***

13 **A.** A tool allowance shall be provided annually, by separate check, not later than
14 March of each year, to Employees permanently assigned as of January 1st the same year to the
15 classification of Streetcar Maintainer. No Employee may collect more than one tool allowance in a
16 year. The amounts shall be as follows:

17

| Year | Allowance |
|------|-----------|
| 2011 | \$826 |
| 2012 | \$826 |
| 2013 | \$826 |

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23 Employees who receive a tool allowance will be allowed to purchase tools at the discounted
24 rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL.
25 Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours
26 and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the
27 tool allowance/discount shall be the personal property of the Employee.

28 **B.** RAIL shall provide tool insurance to those Employees who receive an annual tool

1 allowance. Coverage will be for actual replacement cost of the inventory article. Except at the
2 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
3 report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the
4 worksite. Each Employee shall have on file with his/her immediate supervisor an up-to-date
5 inventory of tools designating the type, size and manufacturer. Photographs shall also be accepted.
6 METRO shall have the right to inspect the inventory of tools. However, an Employee shall be
7 allowed three days after the inspection to locate any tools which s/he claims are missing.

8 **C.** Each Streetcar Maintainer shall receive his/her choice of coveralls or a clean
9 uniform (pants and shirt) daily.

10 **D.** Any Employee who is required to work in inclement weather or hazardous areas
11 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
12 to, a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
13 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair
14 of boots and cushioned inserts as identified in the METRO voucher at time of purchase). The
15 maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in
16 Paragraph E.

17 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
18 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

19 **F.** When an Employee is informed during his/her regular shift that overtime in excess
20 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
21 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
22 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

23 **G.** Except where modified by historical practice, agreement, or mutual understanding,
24 duties traditionally performed by Streetcar Maintainers, will be performed only by Employees
25 working in that classification.

26 **H.** Streetcar Maintainers may use the ten minutes prior to the end of their workday for
27 personal clean-up.

28 **I.** When upgraded to a higher paid classification, an Employee shall be paid at the

1 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
2 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
3 upgraded.

4 **J.** RAIL will provide a secure area at each work location for UNION related materials
5 accessible to all UNION representatives at that location.

6 **SECTION 10 – ATTENDANCE MANAGEMENT**

7 **A.** The PARTIES recognize that Maintenance duties and functions are time critical
8 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar
9 Maintainers will be subject to the following terms, which supersede any conflicting provisions
10 elsewhere in the AGREEMENT.

11 **B.** Maintenance will monitor and record attendance using the terms of late occurrence
12 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
13 call one-half hour before his/her shift to request unscheduled leave and then are requested to come to
14 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
15 time to make up lost time.

16 **C.** A late occurrence (six minutes to two hours) shall be managed and recorded as
17 follows:

- 18 **1.** An Employee may complete any time left on his/her shift.
19 **2.** An Employee may work a full eight hours, or ten hours for a 4/40
20 Employee, even though this work would continue into the next shift.
21 **3.** An Employee may not use AC time or vacation to make up lost time.
22 **4.** An Employee will be paid for actual hours worked at his/her scheduled rate
23 of pay.

24 **5.** A late occurrence shall not create an overtime opportunity for the late
25 Employee. No grievances will be filed by other Employees claiming overtime infringements should
26 an Employee elect to work his/her full shift and the time worked extends into another shift.

27 **6.** Late occurrences will be recorded in a 180-day rolling time frame as
28 follows:

1 1st through 5th occurrence – Employee and immediate supervisor
2 initial the attendance card.
3 6th occurrence – One-day suspension without pay.
4 7th occurrence – Discharge, treated as a major infraction as defined in
5 Article R4.

6 **D.** Unexcused absences (over two hours late) shall be managed and recorded as
7 follows:

- 8 1. An Employee may complete his/her shift only.
- 9 2. An Employee may not use AC time or vacation to supplement his/her
10 regular shift pay.
- 11 3. Such Employee is not eligible for overtime that day.
- 12 4. Unexcused absences will be recorded in a twelve-month rolling time frame

13 as follows:

14 1st and 2nd occurrence – Employee and immediate supervisor initial
15 the attendance card.
16 3rd occurrence – One day suspension without pay.
17 4th occurrence – Discharge, treated as a major infraction as defined in
18 Article R4.

19 **E.** An occurrence which results in a second one-day suspension within 180 days of
20 the occurrence that resulted in the first suspension shall result in discharge.

21 **F.** Extenuating circumstances will be considered. Any request by an Employee to
22 have a late occurrence or unexcused absence removed from the attendance management record must
23 be presented to the immediate supervisor in writing, within five workdays of the occurrence. An
24 Employee who had a late occurrence or unexcused absence removed from the attendance
25 management records has the option to use vacation leave, AC time or sick leave, as appropriate, to
26 make up lost time.

27 **G.** The PARTIES agree to review this Section on an annual basis.

28 **SECTION 11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS**

1 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management
2 Relations Committee as needed.

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1 **ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time
4 continuing basis to supervise Streetcar operations and maintenance.

5 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

6 The management and direction of the work force, which includes, but is not limited to,
7 assigning work, clarifying all job specifications with regard to duties and setting performance
8 standards with input from O&M Supervisors, is vested exclusively in RAIL, limited only by the
9 stated conditions in this Article. No changes in existing rights or related conditions shall be made
10 without first negotiating with the UNION.

11 ***SECTION 3 – APPOINTMENT OF PERMANENT O&M SUPERVISORS***

12 Occasionally, RAIL may require additional O&M Supervisors. Candidates for these positions
13 shall be selected from Bus Supervisors and Lead Mechanics; Rail Supervisors and Electromechanics;
14 and current Streetcar Maintainers and Streetcar Operators. Should no qualified applicant apply for
15 these positions, then RAIL may hire other qualified Employees.

16 ***SECTION 4 – PICKS***

17 **A.** In the spring and fall of each year or when mutually agreed by the PARTIES, all
18 O&M Supervisor shifts will be posted for a general pick.

19 **1.** Copies of schedules and assignments to be picked will be posted at all work
20 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy
21 of this information.

22 **2.** After the posting, there will be a review period in which changes may be
23 made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by
24 the PARTIES.

25 **3.** Implementation of the spring pick will occur between April 1 and April 15
26 and implementation of the fall pick will occur between October 1 and October 15.

27 **4.** The two general picks will be held unless a special pick has occurred or is
28 scheduled to occur within 45 days of the general pick.

1 **B.** Shifts will be classified as regular and relief. O&M Supervisors will be permitted
2 to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
3 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
4 PARTIES.

5 **C.** An O&M Supervisor who does not pick must leave, with the UNION, at least three
6 choices of assignments in order of preference. Failure to do so will result in the UNION
7 representative making every effort to select an assignment comparable to the assignment last selected
8 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
9 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
10 working hours.

11 **D.** A UNION representative shall certify the pick.

12 **E.** All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
13 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
14 the affected O&M Supervisor(s) and the UNION.

15 **F.** At each pick, O&M Supervisors may volunteer in writing to work overtime.

16 **G.** O&M Supervisors must have a valid CDL with required endorsement, medical
17 certification or waiver at the time of the pick. Licenses and endorsements will be checked at the pick.

18 **H.** All block assignments shall have ten hours off between consecutive day's
19 assignments. Block assignments may include floating assignments at RAIL's discretion.

20 ***SECTION 5 – MOVE-UPS***

21 **A.** When a vacancy occurs during a shake-up in any O&M Supervisor position, a
22 seniority move-up will be held within 14 days.

23 **B.** Move-ups may not be requested during the last eight weeks of the current shake-
24 up.

25 ***SECTION 6 – WORK ASSIGNMENTS***

26 **A.** All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be
27 available for pick according to the pick guidelines.

28 **B.** All assignments in the classification of O&M Supervisor shall be completed within

1 a continuous eight- or ten- hour period, as applicable, unless the assignment is designated for an
2 unpaid 30-minute lunch break.

3 **C.** Regular shifts shall consist of five consecutive days of work (or four days if it is a
4 4/40 assignment) in a workweek, with each workday guaranteed eight hours. Regular shift RDOs
5 shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular
6 shifts in the classifications of O&M Supervisor will be assigned in their entirety unless otherwise
7 approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations within
8 24 hours or the next business day.

9 **D.** All O&M Supervisors shall have at least 54 hours scheduled off for their two
10 consecutive RDOs.

11 **E.** RAIL agrees to assign all special assignments, tasks and projects by giving equal
12 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
13 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply
14 and selection shall be based on the above criteria if the special assignment, task or project is to exist
15 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
16 assignment, task or project will be rotated among those O&M Supervisors who applied and who meet
17 the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the
18 need for ongoing optional training programs which will allow O&M Supervisors to become better
19 qualified for their present work assignments or for advancement.

20 **F.** Except where modified by historical practice, agreement or mutual understanding,
21 any work that has been historically or traditionally performed by O&M Supervisors will not be
22 performed by any other individual.

23 **G.** When a shift remains unfilled within one hour of the start time of the shift and
24 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
25 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
26 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
27 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
28 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to

1 change work assignments.

2 **H.** Should it become necessary to alter a shift during a shake-up and such alteration
3 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
4 requires an alteration in the start or quit times, such Employee may request that the PARTIES review
5 the matter.

6 **I.** RAIL will determine the staffing needs for each special event day shift. When
7 RAIL has determined which shifts will be required to work, O&M Supervisors in those
8 classifications will be offered the special event assignment in seniority order, first to O&M
9 Supervisors that are scheduled to work that day as part of their regular work assignments. If after
10 offering the special event assignment to O&M Supervisors, by seniority, who are regularly scheduled
11 to work that day and there are more assignments available, it will then be offered to O&M
12 Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the
13 special event assignment it may be assigned, by inverse seniority, to O&M Supervisors that are
14 scheduled to work that day as part of their regular assignment. Special event assignments shall be
15 posted at the pick. Other special event service that is not posted at the pick shall be made available
16 through the assignment/overtime process.

17 ***SECTION 7 – SPECIAL ALLOWANCES***

18 An O&M Supervisor shall receive two hours straight-time pay for each shift during
19 which s/he instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who requires a
20 refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on
21 the completion of an evaluation of the trainee's performance.

22 ***SECTION 8 – OVERTIME***

23 **A.** All hours worked in excess of eight hours on a regular workday shall be paid at the
24 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

25 **B.** Any work performed on a RDO shall be paid at the overtime rate with minimum
26 pay of four hours. No O&M Supervisor will be required to work on his/her RDO except in an
27 extreme emergency.

28 **C.** All overtime will be assigned according to guidelines mutually developed and

1 agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment
2 sequence.

3 **SECTION 9 – VACATION SELECTION**

4 The selection of vacation will follow those guidelines set for vacation selection and accrual in
5 Article R9 with the following exceptions:

6 A. At the spring pick, O&M Supervisors will select vacations in increments of no less
7 than five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second,
8 third, fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued
9 vacation will be used in the selection of these periods.

10 B. The number of O&M Supervisors allowed on vacation during any period shall be
11 at least one. At a point in time at which ten O&M Supervisors are scheduled to pick, the PARTIES
12 will open negotiations to discuss the number of O&M Supervisors who may be allowed on vacation.

13 C. An O&M Supervisor may use his/her current vacation accrual in single-day
14 increments with the approval of his/her immediate supervisor.

15 **SECTION 10 – SPECIAL BENEFITS**

16 A. Upon the approval of RAIL, at least one O&M Supervisor per day shall be allowed
17 to use a personal holiday.

18 B. Annually, on the fourth Monday in January, a uniform allowance payable by
19 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year
20 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may
21 be carried over into the next year is \$500. The uniform voucher may be used only to purchase
22 authorized uniform items. When an O&M Supervisor needs to replace his/her all-weather parka or
23 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
24 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of
25 personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor
26 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
27 Supervisors.

28 1. All necessary foul weather gear will be provided by RAIL.

1 2. RAIL will stock tools at the worksite that are necessary for O&M
2 Supervisors to perform their jobs.

3 **SECTION 11 – GENERAL**

4 A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
5 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the
6 operation/service of the special equipment will receive orientation or training on such equipment.

7 B. It is METRO’s responsibility that all O&M Supervisors will be trained and
8 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
9 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
10 of pay.

11 C. O&M Supervisors will participate in the Streetcar LMRC as needed.

12 D. RAIL and the O&M Supervisors will develop a complete written description of the
13 duties and responsibilities of each shift, to be made available at each pick.

14 E. RAIL will determine the number of O&M Supervisors allowed to have time off
15 through day off book procedures and will accommodate O&M Supervisor requests consistent with
16 daily staffing requirements. Requests for AC days may not be entered into the day off book more
17 than one calendar month in advance of the day(s) off desired.

1 **ARTICLE R18: RAIL OPERATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A “Rail Operator” shall mean a person employed by RAIL on a continuing basis
4 who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days
5 per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per
6 week, provided s/he has accepted all work assigned as specified in the remainder of this Article. For
7 each regularly-scheduled workday or portion thereof on which a Rail Operator does not perform
8 his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual
9 time worked, unless otherwise provided in this AGREEMENT. A “regularly-scheduled workday”
10 shall mean a day on which an Employee is normally required to work.

11 B. There will be three kinds of Rail Operators: Regular Rail Operators, Report Rail
12 Operators and Extra Board Rail Operators.

13 1. A “Regular Rail Operator” shall mean a Rail Operator who picks runs as a
14 work assignment for his/her eight or ten-hour guarantee.

15 2. A “Report Rail Operator” shall mean a Rail Operator who picks report
16 assignments for his/her eight hour guarantee.

17 3. An “Extra Board Rail Operator” shall mean a Rail Operator who picks the
18 Extra Board or Report and works all assignments placed on the Extra Board for his/her eight-hour
19 guarantee.

20 ***SECTION 2 – HIRING OF RAIL OPERATORS***

21 Vacant Rail Operator positions shall be offered through a competitive recruitment process to
22 FTOs and Streetcar Operators and then to PTOs. If no applications are received from the Employees
23 above, RAIL may conduct an open and competitive recruitment.

24 ***SECTION 3 – RAIL OPERATOR GUARANTEES***

25 A. Assignment of specials and extras will be made to Rail Operators only, except as
26 otherwise provided in this AGREEMENT.

27 B. All runs and reports will be worked by Rail Operators, except as provided
28 elsewhere in this AGREEMENT.

1 C. All vacation reliefs will be worked by Rail Operators.

2 D. Work left vacant because of the absence of a Rail Operator will be worked by a
3 Rail Operator, unless otherwise specified in this AGREEMENT.

4 E. "Weekday day base units" shall mean the number of trains operating regularly-
5 scheduled service at noon each weekday.

6 F. The Extra Board will be worked only by Rail Operators.

7 G. It shall not be a violation of this AGREEMENT for other rail-certified employees
8 to operate in service in order to retain rail certification or in an emergency.

9 H. Any RAIL employee operating service in order to maintain rail certification will
10 be accompanied by a Rail Operator.

11 **SECTION 4 – GENERAL CONDITIONS**

12 A. Each Rail Operator may be required to sign in for his/her work. When a Rail
13 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate Rail
14 Report Operator to take the assignment.

15 B. The Rail Supervisor may use his/her judgment as to which Rail Operator to use in
16 an emergency; if no Rail Operator is available to work, other certified employees may be used to
17 sustain service until a Rail Operator is located to perform the work.

18 C. Any Rail Operator not being relieved when arriving at the relief point will call the
19 LCC and state that no relief Rail Operator is present. If the Rail Operator does not wish to continue
20 working, s/he shall request to be relieved. RAIL must relieve the Rail Operator within one and one
21 half hours.

22 D. An "assignment" shall mean any work or duties that the Employee is required to
23 perform, limited to those job duties that are enumerated in the job classification. "Other duties as
24 assigned" are limited to those job duties that are normally associated with the work of a Rail
25 Operator.

26 E. If a Rail Operator loses an RDO because of a change in schedule, s/he will be
27 given time off to compensate for such day. No Rail Operator may have more RDOs in any pay
28 period than s/he would have received had no change of schedule been made.

1 **F.** The cutoff time for calling to be removed from the sick list, and for signing the day
2 off book for time off, is 10:00 a.m. Should a Rail Operator report sick after 10:00 a.m., s/he may
3 retain his/her following day's full assignment by calling off the sick list at least one hour prior to the
4 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

5 **G.** At each pick, a Rail Operator may indicate his/her preference regarding training
6 assignments. RAIL will attempt to accommodate a Rail Operator's preference when assigning
7 students; however, any Rail Operator may be given a training assignment if necessary. Rail trainees
8 shall drive during all training assignments unless RAIL or the instructing Rail Operator determines
9 that safety would be jeopardized.

10 **H.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
11 trip, except when:

- 12 1. The revenue trip is less than 15 minutes long, or
- 13 2. The revenue trip is the last revenue trip before the coach returns to the base,
- 14 or
- 15 3. The revenue trip is live-looped or through-routed, or
- 16 4. The layover has been reduced by mutual agreement of the PARTIES.

17 When circumstances beyond the Rail Operator's control result in less than five minutes
18 layover in the previous two hours, the Rail Operator shall be entitled to a five-minute layover at the
19 next outer terminal, except on his/her last trip, provided the Rail Operator attempts to notify the LCC.
20 RAIL agrees to review routes or assignments identified by the UNION as having insufficient layover
21 time.

22 **I.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
23 layover in assignments over five hours in length and an additional 15-minute layover in weekday
24 assignments over eight hours in length. When a Rail Operator working an assignment finds it does
25 not provide reasonable break time, the Rail Operator should notify RAIL of such by filing a service
26 report. "Length" equals report, travel and platform time, but does not include bonus time.

27 **J.** When a Sunday schedule is operated on a holiday, a Rail Operator who has picked
28 a Sunday run and whose regular workday falls on the holiday will work his/her Sunday run. A

1 Regular Rail Operator on a regular workday without a Sunday run shall have the day off at holiday
2 pay.

3 **K.** Each day RAIL guarantees that for every 45 Rail Operators normally scheduled to
4 work on that day, rounded to the nearest 45, one Rail Operator from the day off book shall be
5 excused from his/her assignment. However, the guarantee shall be a minimum of one each day. If
6 the guarantee is one, and the Rail Operator holding that guaranteed spot is excused from his/her
7 picked overtime tripper only, then the next Rail Operator will also be guaranteed his/her day off book
8 request. These guarantees shall not apply in the case of an extreme emergency.

9 **L.** Candidates for Rail Supervisor-in-Training positions shall be selected from Rail
10 Operators, Streetcar Operators and FTOs. Candidates must have at least two and one-half years of
11 Rail operating experience in the five years preceding the closing date for applications.

12 **M.** Vacant Rail Supervisor positions will be filled as follows:

13 **1.** Once per year, RAIL will conduct a recruitment for Bus Supervisors who
14 are interested in transferring to RAIL. From this recruitment, RAIL will keep a list of interested Bus
15 Supervisors.

16 **2.** Once per year, RAIL will also conduct a recruitment for Rail Supervisors-
17 in-Training (RSIT). From this recruitment, RAIL will keep a list of RSIT candidates.

18 **3.** When vacancies occur, RAIL will alternately offer positions to Bus
19 Supervisors and RSIT candidates. Two Bus Supervisors will be offered positions, then one RSIT
20 candidate will be offered a position.

21 **4.** If either list is exhausted, all positions will be offered to remaining
22 candidates on the other list.

23 **5.** If both lists are exhausted, RAIL may hire for vacant positions through an
24 open and competitive recruitment.

25 **6.** After October 31, 2013, RAIL will conduct a competitive recruitment for
26 these positions open only to current Bus Supervisors and RSIT-qualified candidates. The conditions
27 in Paragraph 3 will no longer apply.

28 **7.** If the conditions of Paragraph 6 result in no qualified candidates, RAIL will

1 conduct an open and competitive recruitment.

2 **N.** The selection process for RSITs coming from Rail Operator positions shall be
3 based on an Employee’s ability, training, education, experience, and job performance, as determined
4 by appropriate testing procedures and evaluation.

5 **O.** All assignments shall be completed within a maximum 14-hour spread or up to 16
6 hours with mutual consent of RAIL and the Rail Operator. Such spread will begin with the start time
7 of the first assignment following at least ten continuous hours off.

8 **P.** When a Rail Operator presents a valid medical restriction which prevents operation
9 of the equipment or in the facility of his/her assignment, RAIL will work with the UNION to find a
10 mutually agreeable alternate assignment for the remainder of the shake-up.

11 **SECTION 5 – RUNS**

12 **A.** There shall be two types of Rail Operator runs.

13 **1.** A “straight run” will consist of straight-through work which is at least seven
14 hours including platform, report, travel time, and other duties as assigned.

15 **2.** A run combination or “combo” will consist of two or three pieces of work
16 which are at least seven hours in total work time, including platform, report, travel time, and other
17 duties as assigned and which are within a spread time of 12-1/2 hours. Combos with more than one
18 split will be paid straight through for the lesser split. Any combo with a split of 29 minutes or less
19 will be paid straight through and classified as a straight run. Combos which quit after 8:00 p.m. shall
20 be paid straight through.

21 **B.** A “day run” shall mean any run which is completed by 8:00 p.m.

22 **C.** A “night run” shall mean any run that is completed after 8:00 p.m.

23 **D.** At the discretion of RAIL, “frags”, meaning assignments less than seven hours,
24 including platform, report, travel time, and other duties as assigned may be posted and selected at the
25 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
26 apply to frags.

27 **E.** The total number of straight day runs for the system on weekdays shall be
28 equivalent to at least 80% of the day base units on weekdays.

1 F. Straight day runs shall comprise at least 54% of all straight runs.

2 G. There shall be no combos on Saturday or Sunday.

3 H. Runs shall be determined by RAIL in accordance with the provisions in this
4 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
5 defined as a “tripper”.

6 I. Any Extra Board Rail Operator working a regularly-scheduled run shall be paid the
7 regularly-scheduled run pay.

8 J. Runs and combos may be broken into trippers on the same day in order to allow
9 RAIL to fill all work.

10 **SECTION 6 – RAIL OPERATOR PICKS**

11 A. At pick, seniority for all Rail Operators shall prevail in the selection of runs,
12 reports and/or board positions, vacations, overtime trippers, and RDOs.

13 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
14 of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All
15 established practices and procedures for the Rail Operator picks shall be observed through this
16 AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

17 C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION
18 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a
19 signed, certified Rail Operator seniority list three weeks prior to the first day of the pick.

20 D. A Rail Operator who wishes to select an assignment must select an assignment
21 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

22 E. RAIL will determine the work and possible RDO combinations. Copies of all
23 assignment sheets showing the runs, reports, Extra Board positions, and available RDO combinations
24 will be posted in the pick room six days prior to the start of assignment selection. The UNION
25 agrees to staff the pick room on weekend days.

26 F. The UNION shall be supplied a copy of the final work assignments to be used for
27 the pick at least two weeks prior to the first day of the pick.

28 G. A Regular Rail Operator who has Sunday off may pick a vacant Sunday

1 assignment, by seniority, for work on any Sunday-schedule holiday. This selection will take place at
2 the base after the Rail Operator pick and after Report and vacation relief Rail Operators have made
3 their selections. If vacant Sunday assignments are still available, they may be offered for pick, by
4 seniority, to all Rail Operators at the base whose RDO falls on the holiday.

5 **H.** Each Rail Operator shall have two consecutive RDOs, or in case of a 4/40 Rail
6 Operator three consecutive RDOs, in every seven-day period, except when Rail Operator shake-ups
7 or move-ups make this impossible.

8 **I.** A Rail Operator who selects Regular or Report Operator status shall select five
9 consecutive workday assignments. Each Rail Operator's selections must be all runs or all reports and
10 must be exclusively day assignments or exclusively night assignments. If a Rail Operator selects
11 runs, there must be at least ten hours off between assignments on consecutive days. If a Rail
12 Operator selects reports, there must be at least ten hours off between assignments on consecutive
13 workdays in addition to the spread time. No Rail Operator will be forced to pick an assignment of
14 runs or reports which would result in less than 10-1/2 hours off between consecutive workday
15 assignments, or less than 56 hours off on his/her two consecutive RDOs.

16 **J.** UNION representatives shall be present during picks.

17 **K.** A Rail Operator, who fails to appear at his/her scheduled pick time and who does
18 not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected
19 for him/her by the UNION representative. The UNION representative shall make an effort to select
20 an assignment comparable to the assignment last selected at a pick. Selections made by the UNION
21 will not be subject to the grievance/arbitration procedure.

22 **L.** When a new operating base or rail segment opens or an existing operating base
23 closes and that base has/had Rail Operator assignments, a section-wide pick will occur.

24 **M.** Each Rail Operator must pick a Regular, Report, or Extra Board assignment which
25 is compatible with any existing medical restrictions s/he has on file with METRO. Failure to do so
26 will result in forfeiture of the Rail Operator's daily or assignment guarantee for each day on which
27 the Rail Operator has picked an incompatible assignment, unless no work is available within the Rail
28 Operator's restriction.

1 N. To meet specific service needs, RAIL may identify specific days on which Rail
2 service will operate on a schedule different than the regular schedule. Such schedule deviation days
3 may include a change in the hours of service, the frequency of service, and/or the number of cars in
4 service during any portion of the service day. Any day identified by RAIL that will have a schedule
5 deviation will be posted at the pick. Regular Rail Operators working their regular workday will pick
6 their assignments by seniority. Regular Rail Operators may select from available work, or if posted,
7 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board Rail
8 Operators scheduled to work that day.

9 O. A Rail Operator who has been unable to work for 30 days or more must be
10 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
11 Such Rail Operator will not be allowed to pick an assignment except by mutual agreement between
12 the PARTIES. A Rail Operator who returns to duty without a picked assignment will be placed on an
13 assignment mutually agreed by the PARTIES.

14 **SECTION 7 – MOVE-UPS**

15 A. If regular or report assignments become vacant, less senior Rail Operators at the
16 base may request a move-up. A Rail Operator who moves up must pick the entire assignment of the
17 Rail Operator who vacated the run or report. If a Regular Rail Operator moves up to a report
18 assignment, such Rail Operator will be placed on the same line as the Rail Operator who vacated. An
19 Extra Board Rail Operator who moves up to a report assignment will remain on his/her picked board
20 position. If new Day Extra Board RDO combinations or board positions become available, Day
21 Extra Board Rail Operators at the base who could not have picked these RDO combinations or board
22 positions may request a move-up; such move-up will be limited to the Extra Board Rail Operators.
23 Rail Operator move-ups will be conducted only when they can be implemented at least 28 days prior
24 to a shake-up.

25 B. Move-ups will be conducted by Shop Stewards at the direction of the UNION. An
26 assignment selected at a move-up via absentee pick will not be subject to the grievance/arbitration
27 procedure.

28 **SECTION 8 – SELECTING VACATIONS**

1 A. Vacations will be picked once per year.

2 B. Vacations may be split into periods of one or more full weeks. If a Rail
3 Employee's vacation is not evenly divisible into full weeks, the odd number of days may be taken as
4 one-day vacations to a maximum of four days per payroll year.

5 C. Rail Operators may pick only one prime time vacation per year. RAIL shall
6 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION
7 with a list of vacation periods.

8 D. The UNION shall determine the prime periods for the following year and inform
9 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

10 E. Future pick and shake-up dates occurring during the vacation periods that Rail
11 Operators can select at the current pick shall be posted in the pick room by RAIL.

12 F. After a vacation relief has been assigned to a Rail Extra Board Operator, there shall
13 be no changes in vacation unless agreed by the Rail Operator who is assigned the vacation relief.

14 G. A Rail Operator may, with RAIL approval, change his/her vacation to a period
15 which s/he did not have the seniority to pick provided the available period(s) are posted at least one
16 week in advance.

17 **SECTION 9 – RAIL EXTRA BOARD**

18 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those
19 assignments left open, to fill any special work, and to fill overtime assignments according to the
20 overtime assignment process. Board positions shall be open for selection at the pick by all Rail
21 Operators by seniority. Rail Operators may select any available position on either Extra Board.

22 B. During a shake-up, any newly hired Rail Operators shall be placed at the bottom of
23 the Day Board. Selection of position shall be by seniority.

24 C. All work assigned to an Extra Board Rail Operator as part of his/her regular
25 workday assignment will be within a spread of 13 hours unless voluntarily waived by the Rail
26 Operator or in the case of an extreme emergency.

27 D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
28 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Rail Operator

1 who is available the following day will receive one hour of straight-time pay, except in case of
2 extreme emergency.

3 **E.** The Extra Boards shall be assigned according to the following rules:

4 **1.** All available work will be sorted into two categories as follows:

5 **a.** Category A shall include:

6 **1)** Straight day runs which quit at 8:00 p.m. or earlier.

7 **2)** Day reports which have a quit time of 10:00 p.m. or earlier

8 as determined by a 13-hour spread.

9 **3)** Combos which quit at 8:00 p.m. or earlier.

10 **4)** Tripper combinations which quit at 8:00 p.m. or earlier.

11 **5)** Tripper and report combinations which have a latest quit
12 time of 8:00 p.m. or earlier as determined by a 13-hour spread.

13 **6)** Special work which has an estimated quit time of 8:00 p.m.
14 or earlier.

15 **b.** Category B shall include:

16 **1)** Runs which quit later than 8:00 p.m.

17 **2)** Reports which have a quit time later than 10:00 p.m., as
18 determined by a 13-hour spread.

19 **3)** Combos or other combinations of work which quit later than
20 8:00 p.m.

21 **4)** Special work which has an estimated quit time of later than
22 8:00 p.m.

23 **2.** Category B assignments shall be assigned first, beginning with the Night
24 Board, from the bottom of the board, according to quit time, latest quit time assigned first.

25 **a.** If there are more available Rail Operators on the Night Board than
26 assignments in Category B, then the remaining Night Board Rail Operators shall be assigned
27 Category A work with the latest start time assigned first.

28 **b.** If there are fewer available Rail Operators on the Night Board than

1 available assignments in Category B, then remaining Category B assignments shall be assigned to the
2 Day Board, latest quit first, from the bottom up.

3 3. Category A work shall be assigned next to the Day Board, from the top of
4 the board down, according to quit time, with the earliest quit assigned first.

5 4. Quit time of special work shall be estimated by RAIL for the purpose of
6 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
7 time.

8 5. If two or more Rail Operator assignments within the same category quit at
9 the same time, they shall be assigned as follows:

10 a. A run will be assigned before a report.

11 b. An assignment with more pay will be assigned before an assignment
12 with less pay.

13 c. If two assignments pay the same, the assignment with the lesser
14 amount of work including report time and travel time will be assigned first.

15 d. If two assignments pay the same and have the same amount of work
16 including report time and travel time, they will be assigned at the discretion of RAIL.

17 6. If the number of Extra Board Rail Operators available for work on a regular
18 workday is greater than the number of available runs, reports and special work which fits the
19 definition of a run, then tripper combinations may be inserted in the assignment sequence according
20 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
21 under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than
22 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
23 minutes or less will be paid straight-through. Rail Operators may be required to perform duties
24 within the Rail Operator job description during paid splits.

25 7. If the number of Extra Board Rail Operators available for work on a regular
26 workday is less than the number of available runs, reports and special work which fits the definition
27 of a run, runs may be taken out of the assignment sequence and assigned according to the overtime
28 provisions. The runs to be removed from the assignment sequence will be combos, late day runs with

1 a quit time from 6:01 p.m. to 8:00 p.m., and early quit relief runs with a quit time of 8:01 p.m. to 9:59
2 p.m., in that order.

3 **8.** All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be
4 assigned to Extra Board Rail Operators, who are certified and available, as a regular assignment.
5 Any remaining work will be assigned according to the overtime assignment sequence.

6 **9.** On holidays, a Rail Operator left without an assignment shall receive the
7 day off at holiday pay. All Rail Operators who request the holiday off via the day off book will be
8 excused before any Rail Operator is forced to take the day off.

9 **10.** Any Extra Board Rail Operator who receives an assignment out of
10 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
11 time pay, except in case of extreme emergency. Any Rail Operator who receives an overtime
12 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive
13 pay to equal the assignment s/he should have had or the assignment s/he received, whichever is
14 greater.

15 **11.** The following provisions shall apply to Extra Board Rail Operators who
16 choose vacation reliefs:

17 **a.** Extra Board Rail Operators, except Report Rail Operators, may
18 request to work the runs or reports of Rail Operators who are on vacation, sick leave, industrial
19 injury, disability leave, or unpaid leave of absence of one week or more. Vacant runs or reports may
20 be picked as vacation reliefs until they are filled by a move-up. A Rail Operator will be allowed to
21 pick vacation reliefs only on assignments that have the same RDOs as the Rail Operator on vacation.
22 Rail Operators will pick this work by seniority.

23 **b.** For a Sunday-schedule holiday, all Extra Board Rail Operators who
24 regularly work that day, and who are working vacation reliefs which have no Sunday assignment,
25 shall pick from all vacant Sunday assignments available after Report Rail Operators have picked.

26 **c.** When a vacation relief assignment ends, the Extra Board Rail
27 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
28 RAIL. This Rail Operator then becomes eligible for the next available vacation relief, or remainder

1 of an unpicked vacation relief, according to seniority.

2 d. Extra Board overtime policies remain unchanged.

3 e. An Extra Board Rail Operator picking a vacation assignment must
4 work the entire vacation assignment, not including any picked RDO overtime, except as provided in
5 Paragraph c.

6 12. If an Extra Board Rail Operator's normal sequence assignment conflicts
7 with his/her partial absence or non-driving assignment, then such Rail Operator will be given an
8 assignment which is not a straight run and which has a quit time within one hour of his/her normal
9 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such Rail
10 Operator.

11 F. No Rail Operator's RDO shall be cancelled or changed without the consent of the
12 Rail Operator, except in extreme emergency. Each Extra Board Rail Operator shall have a minimum
13 of 56 hours off for his/her two consecutive RDOs.

14 G. Any Extra Board Rail Operator may request to add or remove a guarantee of 10-
15 1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
16 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board Rail Operator
17 requesting the 10-1/2 hours off between consecutive days' assignments and who would not receive
18 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,
19 and will receive the first available assignment after his/her 10-1/2 hours off.

20 H. An Extra Board Rail Operator who, for any reason, does not receive his/her
21 requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the
22 completion of the day's assignment. An Rail Operator electing to pass up will report to the base after
23 his/her 10-1/2 hours off, unless notified to report later.

24 **SECTION 10 – REPORT RAIL OPERATORS**

25 A. Report assignments will be posted and selected at the Rail Operator pick.

26 B. Rail Operators shall pick reports according to the open pick system.

27 C. Report Rail Operators will be available for a spread of 13 hours and must accept
28 all work according to Report Rail Operator work rules set forth in this AGREEMENT.

1 **D.** For a Sunday-schedule holiday, a Report Rail Operator having a Sunday report and
2 who regularly works on that day will work his/her Sunday report. A Report Rail Operator on his/her
3 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
4 seniority, or to revert to his/her position on the Extra Board for assignment.

5 **E.** RAIL may adjust picked report times by a maximum of 30 minutes when a change
6 is needed. RAIL shall give five days notice to a Rail Operator whose report will be affected. When
7 changes adversely affect a Rail Operator's personal life or impose serious hardship in reporting to
8 work, the Rail Operator may request that the Operations Superintendent and the UNION review the
9 matter.

10 **F.** A Rail Operator may voluntarily waive his/her 13-hour spread. An Rail Operator
11 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours
12 with mutual consent of RAIL and the Rail Operator. A Report Rail Operator who waives his/her 13-
13 hour spread must still be available for his/her regular shift the next day.

14 **G.** Except as otherwise provided in this AGREEMENT, all time served on report
15 shall be paid. Any Rail Operator required to report shall receive a minimum of two and one-half
16 hours pay. However, a Rail Operator serving on report shall be considered on report, regardless of
17 assignment, until released. Two and one-half hours shall be paid when released from report and
18 assigned work starting more than two and one-half hours after reporting. At the completion of an
19 assignment, a Rail Operator may be released or assigned to further duties. If report time and tripper
20 time are consecutive, report time will be used to make up the tripper guarantee. Report time will stop
21 at the beginning of pay time.

22 **H.** At the beginning of each shake-up, RAIL shall define the number of report
23 positions and the report time of each position. Additional report assignments may be added at the
24 discretion of RAIL, provided that any assigned or picked report shall not share the same report time.
25 If RAIL determines that it is necessary to continue these additional report times for the remainder of
26 the shake-up, they will be subject to a move-up.

27 **I.** The Rail Operator with the earliest first report time gets the first piece of work that
28 is or becomes available within his/her 13-hour spread, except in cases of emergency. If the

1 assignment is less than eight hours work time, the Rail Operator may be assigned additional work
2 within the terms of this AGREEMENT. When assignments have the same quit time, the rules of
3 Section 9, Paragraph E.5 also apply to Rail Operators on report. Rail Operators on late report follow
4 the last Report Rail Operator and the last Rail Operator on pass-up.

5 **J.** At the discretion of the Dispatcher, assignments that become available for Report
6 Rail Operators may be broken up if necessary to keep service in operation.

7 **K.** Work available at the time a Report Rail Operator is released from an a.m.
8 assignment may be assigned at that time for the remainder of the day at the discretion of the
9 Dispatcher.

10 **L.** An Rail Operator required to serve on report on a Saturday, Sunday or Sunday-
11 schedule holiday, shall serve continuous report until given work or released for the day.

12 **M.** Should a Rail Operator who has picked a regular report, and another Rail Operator
13 who has a non-regular report share the same initial report time, the Rail Operator who must be off
14 earliest will be first up. If both Rail Operators must be off at the same time, the Rail Operator with
15 the regular report will have first right of refusal for the assignment. Should two or more Extra Board
16 Rail Operators have the same initial report time, the most senior Rail Operator will have first right of
17 refusal on an available assignment.

18 **N.** No Report Rail Operator will be required to work prior to report time.

19 **O.** A Report Rail Operator with a partial absence or non-driving work assignment that
20 is within his/her 13-hour spread will be removed from his/her report and given an assignment that
21 starts no earlier than the start time of his/her report assignment and has a scheduled quit time within
22 his/her normal spread or within 13 hours of his/her non-driving work assignment, whichever is
23 earlier. RAIL will attempt to maximize straight-time paid work hours for such Rail Operator.

24 ***SECTION 11 – OVERTIME***

25 **A.** All hours worked in excess of eight hours in the scheduled workday or work on a
26 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the
27 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified
28 in this AGREEMENT.

1 **B.** Any Rail Operator working a regular run on his/her RDO shall be paid for eight
2 hours at the overtime rate or for actual overtime hours worked, whichever is greater. An Rail
3 Operator who works two separate and complete runs on the same day will be paid such guarantee for
4 each run. A Rail Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be
5 guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.

6 **C.** All runs shall be assigned and every available Rail Operator shall have work
7 before any overtime assignment is made.

8 **D.** If overtime is available it shall be assigned by seniority with the greatest pay time
9 first, according to the following Rail Operator sequence.

- 10 1. Extra Board Rail Operators on regular workday, within spread.
- 11 2. Extra Board Rail Operators and Report Rail Operators on an RDO.
- 12 3. Regular Rail Operators on regular workday.
- 13 4. Regular Rail Operators on an RDO.
- 14 5. Extra Board Rail Operators on regular workday voluntarily exceeding their
15 spread time, except as provided in Section 4, Paragraph O.
- 16 6. Extra Board Rail Operators on regular workday and Report Rail Operators
17 who have reverted to their positions on the Extra Board, forced in inverse order of seniority.

18 **E.** No Rail Operator shall be required to work on his/her RDO. No Regular Rail
19 Operator shall be assigned overtime work unless s/he volunteers for such work.

20 **F.** If no Rail Operator is available to work, other certified Employees may be used to
21 sustain service until a Rail Operator is located to perform the work. If no other certified Employee is
22 available to work, other certified employees may be used to sustain service until a certified Employee
23 is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper case
24 “Employee” denotes ATU Local 587 members and lower case “employee” denotes other employees.)

25 **G.** Any Rail Operator volunteering for overtime shall be required to work the
26 overtime assigned.

27 **H.** An Extra Board Rail Operator may request to add or remove overtime availability
28 for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. Rail

1 Operators who remove overtime availability may be assigned overtime only in accordance with
2 Paragraph D.6.

3 **I.** A Regular Rail Operator may request to be added to or removed from the overtime
4 list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective
5 Saturday.

6 **J.** RAIL may post overtime trippers for pick.

7 **1.** A Regular Rail Operator may select one overtime tripper per day, including
8 his/her RDO. An Extra Board Rail Operator may select one overtime tripper for each RDO.

9 **2.** If all posted trippers are not picked, the balance shall be offered for pick to
10 all Rail Operators by Rail Operator seniority. A Rail Operator may pick a second tripper per day at
11 this time. An Extra Board Rail Operator may not pick a tripper on his/her regular day to work. Any
12 remaining trippers shall be assigned according to the work rules.

13 **3.** A Rail Operator who has picked an overtime tripper will be assigned that
14 tripper on the day(s) picked unless excused.

15 ***SECTION 12 – SPECIAL ALLOWANCES***

16 **A.** Twenty minutes report time shall be paid for pre-departure check-out. However,
17 this provision does not apply to mainline reliefs.

18 **B.** Thirty minutes straight-time pay shall be paid for the first report of each accident.
19 If a Rail Operator is required to fill out a separate report by the State of Washington or a local police
20 department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer approves
21 the first accident report and the Rail Operator is called in to fill out an additional report other than
22 those for the State of Washington or local police departments, an additional 30 minutes straight-time
23 pay shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be
24 paid for the first report of each accident involving a collision with another vehicle in which both
25 vehicles are moving or in any collision with a pedestrian.

26 **C.** The following straight-time premiums shall be paid only when these reports cannot
27 be completed during platform hours. To be paid, a Rail Operator must submit complete and accurate
28 reports:

- 1 **1.** Incident reports, except those involving Rail Operator assaults – 10
- 2 minutes.
- 3 **2.** Incident reports involving Rail Operator assaults – 20 minutes.
- 4 **3.** Vandalism reports – 5 minutes.
- 5 **4.** Found tags – 5 minutes.
- 6 **5.** Rail Operator Request slips – 5 minutes.
- 7 **6.** Safety reports, when requested by a supervisor – 5 minutes.
- 8 **7.** Service reports, when requested by a supervisor – 5 minutes.
- 9 **D.** A Rail Operator who is not on report shall be paid a minimum of one hour straight-
- 10 time pay for a train change.
- 11 **E.** One hour straight-time pay shall be paid to a Rail Operator for each day spent
- 12 instructing a student.
- 13 **F.** If a Rail Operator is working an overtime assignment, and the overtime rate
- 14 applies, s/he will be paid at the overtime rate or receive a minimum of two hours and thirty minutes
- 15 of straight time pay, whichever is greater.
- 16 **G.** The minimum time paid for extra assignments for Rail Operators shall be the
- 17 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).
- 18 **H.** An Extra Board Rail Operator, who works past a twelve-hour spread on a
- 19 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
- 20 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
- 21 hours.
- 22 **I.** Each Regular, Report or Extra Board Operator, who works a combo or frag having
- 23 a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the
- 24 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-
- 25 half for time in excess of 10-1/2 hours.
- 26 **J.** Mainline relief travel time shall be paid at the applicable rate based upon the
- 27 maximum time required for travel from the base to a relief point during the applicable period of the
- 28 day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility

1 relief shack.

2 **K.** A Rail Operator who is relieved on the road and is directed by RAIL to return to
3 the base to submit an accident or incident report or a found item will be paid travel time at the
4 applicable rate.

5 **SECTION 13 – UNIFORMS**

6 **A.** Upon completion of training and after certification, a newly hired Rail Operator
7 shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter,
8 the uniform allowance shall be available annually on the Rail Operator’s anniversary of rail
9 certification.

10 **B.** A uniform allowance of twelve times the top step Rail Operator wage rate on
11 January 1 of each year shall be available annually on each Rail Operator’s certification date. The
12 uniform allowance may be used only to purchase authorized uniform items. A Rail Operator who
13 does not pick an assignment and who is not required to be in uniform will have his/her uniform
14 allowance for the following year reduced by one-third of the annual allowance for each shake-up on
15 such status.

16 **C.** Uniform allowance balances may be carried over if unused. A Rail Operator’s
17 accrued allowance may not exceed 25 times the top step Rail Operator wage rate that will be in effect
18 on January 1st immediately following the effective date of this AGREEMENT.

19 **D.** Rail Operators are required to be in uniform while on duty. When uniform
20 garments are not available, an out of uniform slip will be given to the Rail Operator by the Supervisor
21 before the Rail Operator goes on duty. Uniforms shall be worn only to and from work and while on
22 duty. Union garments and other items with ATU insignia approved by RAIL shall be considered
23 acceptable uniform attire

24 **E.** Footwear designated by METRO may be purchased with the uniform allowance.
25 Footwear must meet the current standards of uniform footwear for Rail Operators.

26 **F.** All uniform items will be union made, unless mutually agreed between the
27 PARTIES.

28 **G.** Rail Operators who leave RAIL in good standing shall not be required to return

1 items which came with a Sound Transit insignia.

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1 **ARTICLE R19: RAIL SUPERVISORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A “Rail Supervisor” shall mean a person employed by RAIL on a regular full-time
4 continuing basis who may perform the job duties of, including but not limited to:

- 5 • Dispatcher
- 6 • Field supervisor
- 7 • Operations controller
- 8 • Rail instructor

9 B. A “Rail Supervisor-in-Training (RSIT)” shall mean an Employee who is training
10 to become a Rail Supervisor.

11 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

12 The management and direction of the work force, which includes, but is not limited to,
13 assigning work, clarifying all job specifications with regard to duties and setting performance
14 standards with input from Rail Supervisors, is vested exclusively in RAIL, limited only by the stated
15 conditions in this Article. Items not specifically addressed in this Article but covered in the general
16 Articles of this AGREEMENT shall also apply to Rail Supervisors. No changes in existing rights or
17 related conditions shall be made without first negotiating with the UNION.

18 ***SECTION 3 – APPOINTMENT OF PERMANENT RAIL SUPERVISORS***

19 A. Vacant Rail Supervisor positions will be filled as follows:

20 1. Once per year, RAIL will conduct a recruitment for Bus Supervisors who
21 are interested in transferring to RAIL. From this recruitment, RAIL will keep a list of interested Bus
22 Supervisors.

23 2. Once per year, RAIL will also conduct a recruitment for RSITs. From this
24 recruitment, RAIL will keep a list of RSIT candidates.

25 3. When vacancies occur, RAIL will alternately offer positions to Bus
26 Supervisors and RSIT candidates. Two Bus Supervisors will be offered positions, then one RSIT
27 candidate will be offered a position.

28 4. If either list is exhausted, all positions will be offered to remaining

1 candidates on the other list.

2 5. If both lists are exhausted, RAIL may hire for vacant positions through an
3 open and competitive recruitment.

4 6. After October 31, 2013, RAIL will conduct a competitive recruitment for
5 these positions open only to current Bus Supervisors and RSIT-qualified candidates. The conditions
6 in Paragraph 3 above will no longer apply.

7 7. If the conditions of Paragraph 6 result in no qualified candidates, RAIL will
8 conduct an open and competitive recruitment.

9 B. The selection process for Rail Supervisors coming from Bus Supervisor positions
10 shall be based on an Employee's record review of attendance record, miss record, driving record to
11 include accidents, and discipline record. RAIL will offer Rail Supervisor positions to candidates on
12 this list by First-Line Supervisor seniority. Supervisors on the list must meet the hiring criteria at the
13 time they are offered a position as a Rail Supervisor. An Employee who does not meet the
14 qualification requirements at the time of appointment, or who declines an offer, will be removed from
15 the list; such Employee may reapply during a subsequent recruitment. The list will remain in effect
16 until exhausted.

17 C. Candidates for RSIT positions shall be selected from Rail Operators, Streetcar
18 Operators and FTOs. Candidates must have at least two and one-half years of Rail operating
19 experience in the five years preceding the closing date for applications.

20 **SECTION 4 – RAIL SUPERVISOR-IN-TRAINING**

21 The PARTIES agree to continue to develop a program in which Rail Operators will be trained
22 to become Rail Supervisors.

23 **SECTION 5 – PICKS**

24 A. In the spring and fall of each year, when a facility opens or closes, or when
25 mutually agreed by the PARTIES, all shifts required in the job classification of Rail Supervisor will
26 be posted for a general pick. Copies of shifts to be picked will be posted at all work sites 14 days
27 prior to the pick. RAIL also will issue each RAIL Supervisor and the UNION a copy of this
28 information. After the posting, there will be a review period in which changes may be made by

1 RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the
2 PARTIES. Implementation of the spring pick will occur between April 1 and April 15 and
3 implementation of the fall pick will occur between October 1 and October 15. The two general picks
4 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general
5 pick.

6 **B.** Rail Supervisor shifts will be classified as regular and relief. Employees will be
7 permitted to select shifts and vacations in accordance with individual seniority. All shifts will be
8 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
9 PARTIES.

10 **C.** A Rail Supervisor who will not be available to pick must leave, with the UNION,
11 his/her choices of shifts in order of preference. Failure to do so will result in the UNION
12 representative making every effort to select a shift comparable to the assignment last selected at a
13 pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An
14 Employee shall not be compensated for time spent in the pick unless it is during his/her regular
15 working hours.

16 **D.** A UNION representative shall certify the pick.

17 **E.** All Rail Supervisors' shifts, excluding relief shifts, once picked, will not have
18 hours, significant duties, or RDOs changed during a shake-up without approval of the affected Rail
19 Supervisor(s) and the UNION.

20 **F.** At each pick, Supervisors may volunteer in writing to work overtime.

21 **G.** In order for a Rail Supervisor to pick, the Rail Supervisor must have a valid CDL
22 with required endorsement and medical certification or waiver of certification at the time of the pick.
23 Licenses and endorsements will be checked at the pick.

24 **H.** All regular shifts shall have at least ten hours off between consecutive day's shifts.
25 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere
26 in this AGREEMENT. Should either party be adversely affected by this Paragraph, the PARTIES
27 agree to meet and negotiate necessary changes.

28 **I.** Any deviation to shift schedules for holidays will be posted at pick.

1 **J.** Pick will be governed by the provision of this Section and by guidelines mutually
2 developed and agreed by the PARTIES.

3 **SECTION 6 – MOVE-UPS**

4 **A.** When a vacancy occurs during a shake-up in any Rail Supervisor position, a
5 seniority move-up will be held within 14 days if RAIL elects to fill the vacant shift. Remaining
6 vacant shifts may be offered in seniority order to fully qualified RSITs.

7 **B.** Move-ups may not be requested during the last eight weeks of the current shake-
8 up.

9 **SECTION 7 – WORK ASSIGNMENTS**

10 **A.** The Rail Supervisor job classification, except for RSIT, shall have regular shifts
11 and relief shifts. All shifts will be available for pick according to the pick guidelines.

12 **B.** All shifts for Rail Supervisors shall be completed within a continuous eight or ten
13 hour period.

14 **C.** Regular shifts shall consist of five consecutive days of work (or four days if it is a
15 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively.
16 Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive
17 RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit
18 supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the
19 UNION.

20 **D.** Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-
21 hour guarantee each workday. RDOs and shifts for Relief Rail Supervisors shall be posted by Friday
22 of the week before each pay period ends for each pay period. There will be two consecutive RDOs
23 (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief Rail
24 Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or
25 vice versa. RDOs will not be changed or cancelled without the consent of the affected Rail
26 Supervisor, except in an emergency. The RDOs for Relief Rail Supervisors may change each pay
27 period as a result of the availability of assignments.

28 **E.** Prior to the end of each pay period, each Relief Rail Supervisor will pick his/her

1 assignment for the next pay period from the known available assignments and available RDOs, by
2 seniority. Assignments with four or five days of the same shift available in one pay week (Saturday
3 through Friday) must be picked in their entirety with their RDOs. Each pay week will be picked
4 separately. Assignments selected the first week will not affect selections in the second week, except
5 where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.

6 **F.** If there are not enough work assignments for all Relief Rail Supervisors to choose
7 from, extra assignments may be created. RAIL may change a Relief Rail Supervisor's extra
8 assignment by up to four hours, provided the change is made at least twelve hours before the start
9 time of the Rail Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,
10 or with the Relief Rail Supervisor's consent, a Relief Rail Supervisor's extra assignment may be
11 changed by more than four hours and with less than twelve hours notice. Relief Rail Supervisors
12 who have picked extra assignments must check in between twelve and eight hours prior to the
13 scheduled start of the extra assignment to find out if there is a change.

14 **G.** All Rail Supervisors shall have at least 54 hours scheduled off for their two
15 consecutive RDOs.

16 **H.** RAIL will determine the number of relief shifts, but the number of relief shifts will
17 not exceed one-third of the total of all shifts with a minimum of three.

18 **I.** RAIL agrees to assign all special project assignments by giving equal consideration
19 to the Rail Supervisor's education, ability and experience as it applies to each assignment. Special
20 project assignments will be posted for regular Rail Supervisors to apply for and selection shall be
21 based on the above criteria if the special project assignment is to exist for 30 days or more. If the
22 special project assignment is in excess of 90 days, the special project assignment will be rotated
23 among those Rail Supervisors who applied and who meet the above criteria, provided the rotation
24 does not result in project delay. METRO also recognizes the need for ongoing optional training
25 programs which will allow Rail Supervisors to become better qualified for their present work
26 assignments or for advancement.

27 **J.** Except where modified by historical practice, agreement or mutual understanding,
28 any work that has been historically or traditionally performed only by Rail Supervisors will not be

1 performed by any other individual.

2 **K.** When a shift remains unfilled within one hour of the start time of the shift and
3 RAIL determines that the shift cannot be cancelled, a Rail Supervisor working a different shift with
4 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
5 hours worked by the Rail Supervisor cannot be changed more than 30 minutes except by mutual
6 agreement. When determining which Rail Supervisor will fill the shift, RAIL will consider seniority,
7 Rail Supervisor qualification, business requirements and the Rail Supervisor's desire to change work
8 assignments.

9 **L.** To meet service needs, Rail Supervisors may be assigned to other duties within
10 their job classification. Any wage differential included in a shift will be maintained if a Rail
11 Supervisor is assigned other duties during his/her shift.

12 **M.** RAIL will determine the staffing needs for each special event day. When RAIL
13 has determined which shifts will be required to work, Rail Supervisors will be offered the special
14 event assignment in seniority order, as follows:

- 15 1. Rail Supervisors on regular workday
- 16 2. Rail Supervisors on their RDO
- 17 3. Should no Rail Supervisor accept the special event assignments, they may
18 be assigned by inverse seniority to Rail Supervisors on regular day to work.

19 **N.** Known special event assignments shall be posted at the pick. Special event service
20 that is not posted at the pick shall be made available through the assignment/overtime process.

21 ***SECTION 8 – SPECIAL ALLOWANCES***

22 **A.** Rail Supervisors will be paid a 5% premium above the Rail Supervisor wage for
23 all time paid when assigned as an Operations Controller.

24 **B.** A Rail Supervisor shall receive two hours straight-time pay for each shift during
25 which s/he instructs an RSIT or non-qualified Rail Supervisor or a Rail Supervisor who requires a
26 refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on
27 the completion of an evaluation of the trainee's performance.

28 ***SECTION 9 – OVERTIME***

1 A. All hours worked in excess of a Rail Supervisor's daily guarantee on a regular
2 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
3 pay for actual hours worked.

4 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
5 pay of four hours. No Rail Supervisor will be required to work on his/her RDO except in an extreme
6 emergency. Should no Rail Supervisor accept an overtime assignment, it may be assigned by inverse
7 seniority to Rail Supervisors who are scheduled to work that day as part of their regular assignment.

8 C. All overtime will be assigned according to guidelines mutually developed and
9 agreed by the PARTIES.

10 D. Posted special event assignments will be available for pick by Rail Supervisors.
11 These assignments will be known as future overtime and will be credited to the Rail Supervisor in
12 advance and combined with overtime hours actually worked.

13 ***SECTION 10 – VACATION SELECTION***

14 The selection of vacation will follow those guidelines set for vacation selection and accrual in
15 Article R9 with the following exceptions:

16 A. At the spring pick, Rail Supervisors will select vacations in increments of no less
17 than five days, by seniority. After all first choices are filled, by seniority, second, third, fourth and
18 fifth choices will be selected in that order, by seniority. Appropriately accrued vacation will be used
19 in the selection of these periods.

20 B. Rail Supervisors will pick vacations by Rail Supervisor seniority order once per
21 year.

22 C. The number of Rail Supervisors allowed on vacation during the same period shall
23 be at least one.

24 D. A Rail Supervisor may use his/her current vacation accrual in single-day
25 increments with the approval of his/her immediate supervisor.

26 ***SECTION 11 – GENERAL AND SPECIAL BENEFITS***

27 A. Upon the approval of RAIL, at least one Rail Supervisor per day shall be allowed
28 to use a personal holiday.

1 **B.** Annually, on the fourth Monday in January, a uniform allowance payable by
2 voucher of twelve times the top step of the Rail Supervisor wage rate on January 1 of each year shall
3 be available for each Rail Supervisor. The maximum uniform allowance balance, which may be
4 carried over into the next year is \$500. The uniform voucher may be used only to purchase
5 authorized uniform items. When a Rail Supervisor needs to replace his/her all-weather parka or
6 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
7 above allowances, a Rail Supervisor may be reimbursed once each calendar year for one pair of
8 personal work shoes costing up to an amount of six times the top step of the Bus Service Supervisor
9 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
10 Rail Supervisors.

11 **C.** All necessary foul weather gear will be provided by RAIL.

12 **D.** Rail Supervisors will receive hands-on orientation on all Rail equipment within 90
13 days of its use in service. Those Rail Supervisors who are directly involved in the operation/service
14 of the special equipment will receive orientation or training on such equipment.

15 **E.** It is RAIL's responsibility that all Supervisors will be trained and certification kept
16 current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary resuscitation by
17 an accredited instructor. Training will be paid at the applicable rate of pay.

18 **F.** Rail Supervisors selected by the UNION will participate in the Rail Labor-
19 Management Relations Committee as needed.

20 **G.** RAIL will complete a written description of the duties and responsibilities of each
21 shift.

22 **H.** RAIL will determine the number of Rail Supervisors allowed to have time off
23 through day off book procedures and will accommodate Rail Supervisor requests consistent with
24 daily staffing requirements. Requests for AC days may not be entered into the day off book more
25 than one calendar month in advance of the day(s) off desired.

1 **ARTICLE R20: RAIL VEHICLE MAINTENANCE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Rail Vehicle Maintenance Employees” shall mean all Employees in the following job
4 classifications:

- 5 ● Electromechanic
- 6 ● Maintenance Service Center (MSC) Worker
- 7 ● Rail Service Worker

8 ***SECTION 2 – GENERAL CONDITIONS***

9 A. RAIL shall not adopt time estimates contained in flat-rate mechanics books for
10 scheduling or evaluation purposes. RAIL work standards are exempted from this provision.

11 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified
12 Employee. No Employee will be required to perform an unsafe procedure.

13 ***SECTION 3 – WORK ASSIGNMENTS***

14 A. The workweek shall consist of five consecutive days, except when an Employee’s
15 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
16 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
17 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
18 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
19 Article R13.

20 B. A new Employee shall be assigned by RAIL until the next pick or move-up.

21 C. Employees may be detailed for training until fully qualified. The training time will
22 be determined by the PARTIES.

23 D. Assignment of specific duties on any shift shall be at the discretion of RAIL.

24 E. An Employee who is required to attend training will be given at least seven days
25 notice if the training is outside his/her normal shift hours.

26 F. For the purposes of the pick and subsequent work assignments, the graveyard shift
27 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
28 swing shift shall be considered the third.

1 **G.** Should it become necessary to alter a shift during a shake-up and such alteration
2 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
3 request for accommodation which requires an alteration in the start or quit times of a shift, such
4 Employee may request that RAIL consider their request. RAIL will then contact the UNION to
5 review the matter. Should a personnel dispute occur, either party can submit the dispute to the King
6 County Alternative Dispute Resolution program.

7 **H.** For holiday work assignments, RAIL will determine the staffing needs for each
8 shift. When RAIL has determined which classifications will be required to work, Employees in those
9 classifications will be offered the holiday assignment, by seniority, as follows:

- 10 1. Employees on regular day to work
- 11 2. Employees on their RDO
- 12 3. By inverse seniority, to Employees on regular day to work

13 ***SECTION 4 – VOLUNTEER ASSIGNMENTS***

14 **A.** If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority
15 order with a volunteer.

16 **B.** A volunteer assigned to a different work shift will continue to receive the shift
17 differential, if any, associated with his/her picked shift or the shift differential associated with the
18 shift to which the volunteer is assigned, whichever is greater.

19 ***SECTION 5 – LEAD EMPLOYEES***

20 **A.** If a permanent Lead program is developed, the provisions of this Section shall
21 apply, unless otherwise negotiated.

22 **B.** When a permanent vacancy occurs within a Lead classification, the position will
23 be filled by a recruitment. Applicants must be current Employees in the classification being led and
24 must have, as of the last day applications are accepted, a minimum of two years experience in that
25 classification at RAIL.

26 **C.** Lead Employees shall be selected on the basis of ability, training, education,
27 experience, and job performance as determined by appropriate testing procedures and/or evaluations
28 which will be developed with input from the Leads and the UNION.

1 **D.** Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
2 differential above the top step of the existing wage rate and any shift differential of the classification
3 for which s/he serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
4 shift differential, plus 10%.

5 **E.** Lead workers have the responsibility of coordinating the work of the Employees to
6 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
7 Employees' efforts to ensure that work gets done effectively while treating all Employees with
8 respect and in a fair and consistent manner. A Rail Vehicle Maintenance Lead will be considered a
9 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
10 of the classification s/he is leading.

11 **F.** No Lead Employee will discipline other Employees or perform formal Employee
12 evaluations.

13 **G.** For overtime and holiday work assignments: When performing the regular work
14 of the classification that s/he is leading, the Lead of that specific classification will be offered the
15 assignment (by base, by shift, by seniority) only after Employees in that classification have been
16 asked first.

17 ***SECTION 6 – UPGRADE LEADS***

18 **A.** RAIL may upgrade employees to Lead status at its discretion.

19 **B.** Upgrade Lead Employees shall be selected on the basis of ability, training,
20 education, experience, and job performance as determined by appropriate testing procedures and/or
21 evaluations which will be developed with input from the UNION.

22 **C.** Each Upgrade Lead Employee in the Rail Vehicle Maintenance Division shall
23 receive a 10% differential above the top step of the existing wage rate and any shift differential of the
24 classification for which s/he serves as an Upgrade Lead. Lead pay shall be calculated as follows:
25 regular hourly rate, plus shift differential, plus 10%.

26 **D.** Upgrade Lead workers have the responsibility of coordinating the work of the
27 Employees to whom they are assigned to provide lead direction. Upgrade Lead workers assign job
28 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all

1 Employees with respect and in a fair and consistent manner. A Rail Vehicle Maintenance Upgrade
2 Lead will be considered a working Lead. In addition to his/her Lead duties, an Upgrade Lead shall
3 continue to perform the regular work of the classification s/he is leading.

4 **E.** No Upgrade Lead Employee will discipline other Employees or perform formal
5 Employee evaluations.

6 **SECTION 7 – PICKS AND MOVE-UPS**

7 **A.** Consistent with Rail Operator picks, three times each year, when a facility opens
8 or closes, or when RAIL schedules a section-wide pick, the number of Employees required on each
9 shift shall be posted.

10 **B.** At the pick, each Employee listed in Section 1 will be permitted to select, by
11 classification seniority, his/her shift (when applicable), and his/her two consecutive RDOs. Specific
12 duties within a classification also may be picked to the extent specified by RAIL on the pick sheets.
13 Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board Officer
14 for Rail and the Vice President/Assistant Business Representative - Maintenance/designee to discuss
15 and identify any ongoing or planned special projects that may be appropriate for posting on the pick
16 sheets.

17 **1.** If a permanent Lead program is developed, all permanent Lead Employees
18 shall pick once annually prior to the first pick of the year for other Rail Vehicle Maintenance
19 Employees.

20 **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of
21 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
22 RAIL will notify the UNION before the modification is posted. No changes will be made less than
23 five days prior to the pick.

24 **D.** RAIL will make arrangements for each Employee to be available to report to an
25 appropriate pick location at least ten minutes ahead of his/her pick time to examine available work
26 assignments. An Employee shall be compensated for the time spent in the selection process when it
27 is during his/her work hours.

28 **E.** A UNION representative for Rail will be present and facilitate the pick.

1 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
2 with the RAIL designee, as identified on the pick schedules, indicating his/her work preferences. The
3 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will
4 result in the UNION representative picking an assignment for the Employee. The UNION
5 representative shall make an effort to select an assignment comparable to the last picked position
6 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to
7 the grievance/arbitration procedure.

8 **G.** When RAIL determines that an Employee will be unavailable for work for an
9 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
10 will be notified prior to the pick process. If such Employee returns to work during a shake-up, s/he
11 may return to his/her previous picked position, if such still exists, or to a position as close as possible
12 to the assignment s/he was working previously. RAIL and the Employee may mutually agree to a
13 different assignment, and the UNION will be notified.

14 **H.** If a vacant position is to be filled or a new position is created, Employees in that
15 classification will have a move-up if requested by the UNION.

16 ***SECTION 8 – VACATION SELECTION***

17 **A.** Vacations will be picked by classification once each year no later than March 15th.

18 **B.** The number of Employees allowed to take vacation shall be 10% of the Employees
19 in that classification, rounded to the nearest whole number. However, the number of Employees in
20 each job classification allowed on vacation shall not be less than two Electromechanics, one MSC
21 Worker, and one Rail Service Worker.

22 **C.** Vacation may be selected in blocks of one or more full weeks. The selection of
23 vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year.
24 An Employee who takes his/her vacation in two or more blocks shall select the second block of
25 his/her vacation after all Employees in his/her classification have made their first selection; his/her
26 third selection after all Employees in his/her classification have made their second selection; etc.,
27 until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
28 Employee's RDOs.

1 **D.** A Rail Vehicle Maintenance Employee may use vacation or accumulated time in
2 increments of one or more hours, provided s/he has available vacation or accumulated time and
3 subject to advance approval by his/her immediate supervisor.

4 **SECTION 9 – OVERTIME**

5 **A.** All hours worked in excess of eight in the scheduled workday or work on an
6 Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-
7 time rate of pay for the classification for actual overtime hours worked.

8 **B.** An overtime assignment of four hours or less will be offered, by seniority, to
9 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
10 be accomplished and/or performed.

11 **C.** Overtime assignments of more than four hours will be offered to a job
12 classification, by seniority, to qualified Employees, including Employees on their RDO.

13 **D.** An overtime assignment of eight hours will first be offered to a job classification,
14 by seniority, to qualified Employees who are on their RDO before it is split and offered in smaller
15 pieces.

16 **E.** Should no Employee accept the overtime assignment, it may be assigned by
17 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
18 may be assigned to the next least senior Employee.

19 **F.** An Employee who is scheduled for paid time off and who is interested in working
20 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
21 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
22 these RDO’s also require this notice. For overtime assignment, s/he will be considered in seniority
23 order in accordance with Paragraphs C and D.

24 **G.** Overtime on any shift shall be computed at the rate paid for the Employee’s
25 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
26 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
27 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
28 shift overtime rate of pay.

1 **H.** In the case of an extreme emergency, RAIL can assign overtime work to any
2 qualified Employee. An Employee who works overtime during an extreme emergency shall be
3 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
4 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
5 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

6 **I.** A RAIL Vehicle Maintenance Employee, who has gone home after his/her regular
7 shift and who is called back to work and reports for work, will be guaranteed at least four hours pay
8 at the overtime rate.

9 **J.** A RAIL Vehicle Maintenance Employee called in before his/her regularly-
10 scheduled report time and in conjunction with his/her regular shift will be paid for actual hours
11 worked.

12 **K.** The following governs Electromechanics-in-Training overtime and holiday work
13 assignments. When performing the regular work of the classification of Electromechanic, an
14 Electromechanic-in-Training will be offered a work assignment, by seniority, only after
15 Electromechanics and Lead Electromechanics in that classification have been asked first.
16 Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the
17 Electromechanic classification for overtime or holidays work assignments.

18 ***SECTION 10 – SHIFT DIFFERENTIAL***

19 Shift differentials shall be paid as a percentage above an Employee’s hourly base wage rate.
20 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
21 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

| Classification | Swing Shift (percentage above hourly base wage rate) | Graveyard Shift (percentage above hourly base wage rate) |
|--------------------------------------|---|---|
| Electromechanic | 2.40% | 3.19% |
| Rail Service Worker | 2.95% | 3.93% |
| Maintenance Service Center Worker | 2.75% | 3.66% |

1 **SECTION 11 – SPECIAL BENEFITS**

2 **A.** A tool allowance shall be provided annually, by separate check, not later than
3 March of each year, to Employees permanently assigned as of January 1st the same year to the
4 classification of Electromechanic. No Employee may collect more than one tool allowance in a year.
5 The amounts shall be as follows:

6

| 7 Year | 8 Allowance |
|--------------------------|---------------------------|
| 9 2011 | 10 \$826 |
| 11 2012 | 12 \$826 |
| 13 2013 | 14 \$826 |

15 RAIL agrees to provide those tools necessary to perform all mechanical work assigned to
16 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
17 receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under
18 its tool contracts, in accordance with procedures established by RAIL. Tools purchased under
19 RAIL’s tool contracts are for an Employee’s use during regular work hours and are not to be
20 purchased for an Employee’s personal use. Tools purchased or replaced using the tool
21 allowance/discount shall be the personal property of the Employee.

22 **B.** RAIL shall provide tool insurance to those Employees who receive an annual tool
23 allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
24 discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police
25 report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the
26 worksite. Each Employee shall have on file with his/her immediate supervisor an up-to-date
27 inventory of tools designating the type, size and manufacturer. Photographs will also be acceptable.
28 RAIL shall have the right to inspect the inventory of tools. However, an Employee shall be allowed
three days after the inspection to locate any tools which s/he claims are missing.

C. Each Rail Vehicle Maintenance Employee, shall receive his/her choice of coveralls
or a clean uniform (pants and shirt) daily.

1 **D.** Any Employee who is required to work in inclement weather or hazardous areas
2 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
3 to, a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
4 Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of
5 boots and cushioned inserts identified on the RAIL voucher at time of purchase). The maximum
6 RAIL contribution paid by such voucher shall be \$200 per Employee as provided in Paragraph E.

7 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
8 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

9 **F.** When an Employee is informed during his/her regular shift that overtime in excess
10 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
11 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
12 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

13 **G.** Except where modified by historical practice, agreement, or mutual understanding,
14 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be
15 performed only by Employees working in those classifications.

16 **H.** Rail Vehicle Maintenance Employees may use the ten minutes prior to the end of
17 their workday for personal clean-up.

18 **I.** When upgraded to a higher paid classification, an Employee shall be paid at the
19 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
20 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
21 upgraded.

22 **J.** RAIL will provide a secure area at each work location for UNION related materials
23 accessible to all UNION representatives at that location.

24 ***SECTION 12 – ATTENDANCE MANAGEMENT***

25 **A.** The PARTIES recognize that Rail Vehicle Maintenance duties and functions are
26 time critical and that Employees have the responsibility and obligation to be at work on time each
27 day. Rail Vehicle Maintenance Employees will be subject to the following terms, which supersede
28 any conflicting provisions elsewhere in the AGREEMENT.

1 **B.** Rail Vehicle Maintenance will monitor and record attendance using the terms of
2 late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
3 Employees that call one-half hour before his/her shift to request unscheduled leave and then are
4 requested to come to work, provided they report to work in a reasonable time. An Employee can use
5 AC time or vacation time to make up lost time.

6 **C.** A late occurrence (six minutes to two hours) shall be managed and recorded as
7 follows:

- 8 1. An Employee may complete any time left on his/her shift.
- 9 2. An Employee may work a full eight hours or ten hours for 4/40 Employees
10 even though this work would continue into the next shift.
- 11 3. An Employee may not use AC time or vacation to make up lost time.
- 12 4. An Employee will be paid for actual hours worked at his/her scheduled rate
13 of pay.
- 14 5. A late occurrence shall not create an overtime opportunity for the late
15 Employee. No grievances will be filed by other Employees claiming
16 overtime infringements should an Employee elect to work his/her full shift
17 and the time worked extends into another shift.
- 18 6. Late occurrences will be recorded in a 180-day rolling time frame as
19 follows:

20 1st through 5th occurrence – Employee and immediate supervisor
21 initial the attendance card.

22 6th occurrence – One-day suspension without pay.

23 7th occurrence – Discharge, treated as a major infraction as defined in
24 Article R4.

25 **D.** Unexcused absences (over two hours late) shall be managed and recorded as
26 follows:

- 27 1. An Employee may complete his/her shift only.
- 28 2. An Employee may not use AC time or vacation to supplement his/her

1 regular shift pay.

2 3. Such Employee is not eligible for overtime that day.

3 4. Unexcused absences will be recorded in a twelve-month rolling time frame
4 as follows:

5 1st and 2nd occurrence – Employee and immediate supervisor initial
6 the attendance card.

7 3rd occurrence – One-day suspension without pay.

8 4th occurrence – Discharge, treated as a major infraction as defined in
9 Article R.

10 E. An occurrence which results in a second one-day suspension within 180 days of
11 the occurrence that resulted in the first suspension shall result in discharge.

12 F. Extenuating circumstances will be considered. Any request by an Employee to
13 have a late occurrence or unexcused absence removed from the attendance management record must
14 be presented to the immediate supervisor in writing, within five working days of the occurrence.

15 G. An Employee who had a late occurrence or unexcused absence removed from the
16 attendance management record has the option to use vacation leave, AC time or sick leave, as
17 appropriate, to make up lost time.

18 H. The PARTIES agree to review this Section on an annual basis.

19 ***SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM***

20 RAIL will create a training program for Bus Employees to be trained for
21 Electromechanic vacancies. Bus Vehicle Maintenance Employees, after successfully passing an
22 appropriate aptitude test, will be placed on the training eligibility list based on Vehicle Maintenance
23 seniority. If an insufficient number of Vehicle Maintenance employees apply, then other UNION
24 Employees shall be considered.

25 ***SECTION 14 – HIRING OF ELECTROMECHANICS***

26 If an insufficient number of qualified internal candidates apply for a vacant
27 Electromechanic position, METRO may conduct an external recruitment.

28 ***SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS***

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Employees will participate in the Rail Labor-Management Relations Committee.

1 **ARTICLE R21: WAY, POWER AND SIGNALS EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Way, Power and Signals Employees” shall mean all Employees in the following job
4 classifications, and their respective lead positions where applicable:

- 5 ● Grounds Specialist
- 6 ● Lead Rail Facilities Custodian
- 7 ● Lead Rail Station Custodian (Lead Transit Custodian)
- 8 ● Rail Facilities Custodian
- 9 ● Rail Facilities Mechanic
- 10 ● Rail Laborer
- 11 ● Rail Signal and Communications Technician
- 12 ● Rail Station Custodian
- 13 ● Rail Track and Right of Way Maintainer

14 ***SECTION 2 – SUBCONTRACTING***

15 RAIL shall not subcontract work historically performed by members of the UNION;
16 however, the UNION understands that the scope of work performed by RAIL employees is
17 determined by Sound Transit.

18 ***SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS***

19 **A.** Until October 31, 2013, vacancies in the Rail Station Custodian classification shall
20 be filled by qualified Facilities Custodian applicants by seniority. Thereafter, METRO shall use the
21 regular, open, competitive process, which is used for most UNION positions.

22 **B.** If no internal applicants are qualified for the promotional opportunity, RAIL shall
23 use an open and competitive hiring process.

24 ***SECTION 4 – WORK ASSIGNMENTS***

25 **A.** The workweek shall consist of five consecutive days, except when an Employee’s
26 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
27 workday. Each shift will be completed within a continuous eight and one-half hour period and will
28 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who

1 pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions
2 in Article R13.

3 **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious
4 hardship on the Employee, such Employee may request that the PARTIES review the matter.

5 **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift
6 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
7 third.

8 **D.** For holiday work assignments, RAIL will determine the staffing needs for each
9 shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

10 **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

11 ***SECTION 5 – UPGRADES***

12 **A.** The provisions of Article R14, Section 3, Paragraph A, shall not apply to Way,
13 Power and Signals Employees. Instead, all assigned work in a higher paid classification will be paid
14 at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
15 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.
16 Overtime will be paid at the overtime rate for the higher paid classification.

17 **B.** Upgrades will be based on qualifications, as determined by RAIL.

18 **C.** Seniority will determine which Employee is upgraded among equally qualified
19 Employees.

20 **D.** An Employee who declines a temporary upgrade opportunity may not displace the
21 Employee who accepted it, regardless of seniority.

22 **E.** Training opportunities for upgrade qualification will be offered on a rotating basis
23 using a sign up sheet established by seniority.

24 **F.** An Employee upgraded to a regular Lead position shall receive 10% above the top
25 step of the wage rate of the classification for which s/he serves as a Lead.

26 **1.** If RAIL determines that a Lead position will be needed for a project or crew
27 which has three or more Employees and/or will last for more than 90 days, and/or when justified by
28 the additional responsibilities and coordination, RAIL will assign a regular journey-level Lead

1 instead of a designated Lead.

2 2. Employees upgraded to a regular Lead position will be selected from
3 Employees on the project or crew who have completed probation.

4 3. Each regular Lead will be considered a working Lead. In addition to his/her
5 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

6 4. No regular Lead will discipline other Employees.

7 **SECTION 6 – DESIGNATED LEADS**

8 A. Each designated Lead in the Way, Power and Signals sections shall receive a 10%
9 differential above his/her existing wage rate for his/her classification.

10 B. A designated Lead will be assigned by the immediate supervisor or chief at the
11 discretion of RAIL.

12 C. Any Employee who trains a newly hired Employee will receive designated Lead
13 pay. Lead pay for training shall be assigned at the discretion of RAIL.

14 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
15 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
16 the entire shift.

17 E. A designated Lead will be considered a working Lead. In addition to his/her
18 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

19 F. No designated Lead will discipline other Employees.

20 **SECTION 7 – PICKS AND MOVE-UPS**

21 A. Two picks shall be held annually for Way, Power and Signals Employees to be
22 effective on the start of the closest pay period to March 15 and September 15. When a facility opens
23 or closes, a section-wide pick will occur for those job classifications affected.

24 B. Employees may select by classification seniority their shift and two consecutive
25 RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on
26 the pick sheets.

27 C. A once-yearly vacation pick will be held. Thereafter, the once-yearly vacation
28 pick shall occur during the spring pick.

1 **D.** All Employees listed in Section 1 may select by classification seniority their shift
2 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be
3 picked to the extent specified by RAIL on the pick sheets.

4 **E.** Copies of the proposed pick schedule and shifts will be posted for review no later
5 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
6 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
7 after the pick.

8 **F.** An Employee who is unable to attend the pick may leave an absentee pick form
9 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
10 representative picking an assignment for the Employee. The UNION representative shall make an
11 effort to select an assignment comparable to the assignment most recently worked. Selections made
12 by the UNION will not be subject to the grievance/arbitration procedure.

13 **G.** When RAIL determines that an Employee will be unavailable for work for an
14 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of
15 the pick process.

16 ***SECTION 8 – VACATION SELECTION***

17 **A.** RAIL will determine the number of Employees who may be on vacation at any one
18 time in each job classification and shall indicate same on a list at the worksite. The UNION
19 representatives shall conduct the vacation pick.

20 **B.** At the first pick of the calendar year, each Way, Power and Signals Employee,
21 may select a maximum of five separate blocks of vacation, each consisting of one or more
22 consecutive workdays. No more than five vacation blocks may be used in any calendar year.
23 Vacation selections shall be made by seniority within a job classification. An Employee who takes
24 his/her vacation in two or more blocks shall select the second block of his/her vacation after all
25 Employees in his/her classification have made their first selection; his/her third selection after all
26 Employees in his/her classification have made their second, etc. RAIL shall post a calendar with all
27 approved vacation selections indicated. Vacation changes shall not be allowed except in
28 emergencies, as determined by RAIL.

1 After the vacation pick, any other vacation requests will be honored on a first come, first
2 served basis.

3 C. An Employee who does not select vacation at the first pick of the year must
4 request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise
5 approved by management.

6 D. An Employee who has not filed a vacation request according to the above
7 Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

8 E. On September 15 of each year, RAIL will notify each Employee who has a
9 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee
10 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

11 F. An Employee who desires to use unpicked vacation may use up to three days per
12 year in single-day increments with the prior approval of his/her immediate supervisor. An Employee
13 may use vacation leave in one-hour increments with the approval of his/her immediate supervisor.

14 G. Management will respond to a written request for any vacation or leave within
15 seven days of receipt.

16 **SECTION 9 – OVERTIME**

17 A. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
18 scheduled workday, except as provided in Article R13, and on an Employee's RDO shall be paid at
19 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification
20 for actual overtime hours worked.

21 B. When unscheduled overtime is requested to complete a special task, the overtime
22 will first be offered to the Employee within the classification responsible for the work. A special task
23 shall mean:

24 1. non-ordinary circumstances in which the work cannot wait to be completed; or
25 2. work deemed unreasonable to have anyone but the existing Employee
26 performing the work be the one to complete the special task.

27 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
28 request to be put on, an overtime list posted on a weekly basis. Each overtime list will be posted on

1 Monday and pulled at noon on Thursday. An Employee who is not on the overtime list will not be
2 eligible for the planned and scheduled overtime, except in the case of an emergency or if overtime
3 must be assigned in inverse order of seniority. RAIL will not call an Employee who is on an
4 authorized leave for overtime, unless it is an extreme emergency.

5 1. Overtime will be assigned to Employees on the list, first by shift, then by
6 seniority within a classification provided the Employee is qualified and reasonably available.

7 2. If the overtime is not filled from the list, it may be offered, by seniority, to
8 Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade
9 and available on site to do the work.

10 3. If the overtime has not been filled after all of the procedures outlined in
11 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
12 job classification. If the least senior Employee is not qualified or reasonably available, the overtime
13 will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may
14 assign overtime to any qualified Employee.

15 D. A Way, Power and Signals Employee, who has gone home after his/her regular
16 shift, and who is called back to work and reports for work, will be guaranteed four hours of pay at the
17 overtime rate. If a Way, Power and Signals Employee can correct the situation without having to
18 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

19 E. A Way, Power and Signals Employee called in before his/her scheduled report
20 time and in conjunction with his/her regular shift will not be sent home early to avoid overtime
21 payment and will not be required to work beyond a spread of twelve hours. An Employee desiring to
22 go home early may request permission from his/her immediate supervisor.

23 F. Overtime on any shift shall be computed at the rate paid for the Employee's
24 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the
25 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
26 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
27 into the day shift will be paid at the overtime rate with graveyard shift differential.

28 **SECTION 10 – SHIFT DIFFERENTIAL**

1 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate.
2 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
3 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

| 4 Classification | 5 Swing Shift (percentage above hourly 6 base wage rate) | 7 Graveyard Shift (percentage above hourly 8 base wage rate) |
|--|--|--|
| 9 Signal and Communications 10 Technician | 2.21% | 2.94% |
| 11 Track and Right of Way 12 Maintainer | 2.40% | 3.19% |
| 13 Facilities Custodian | 3.70% | 4.93% |
| 14 Station Custodian | 3.36% | 4.47% |
| 15 Facilities Mechanic | 2.40% | 3.19% |
| 16 Rail Laborer | 3.04% | 4.05% |

17 ***SECTION 11 – SPECIAL BENEFITS***

18 RAIL will provide any and all tools necessary to perform all assigned mechanical work to
19 Way, Power and Signals Employees.

20 **A.** Each Way, Power and Signals Employee shall receive eleven uniforms and shall
21 wear a uniform during all work hours.

22 **B.** Each Employee who is required to work in inclement weather or hazardous areas
23 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
24 to, a rainset, hat and boots.

25 **C.** RAIL shall provide and maintain necessary safety clothing, uniforms and
26 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be
27 entitled to a RAIL voucher to be applied toward purchases of such footgear. The maximum RAIL
28 contribution paid by such voucher shall be \$200 per Employee. A replacement item will be issued
when the item is lost, stolen, damaged or worn out.

1 **D.** When an Employee works two or more hours of overtime in conjunction with
2 his/her regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break,
3 at the Employee's preference.

4 **E.** RAIL shall reimburse each Employee for the cost of any license(s) required in
5 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers
6 license.

7 **SECTION 12 – ATTENDANCE MANAGEMENT**

8 **A.** The PARTIES recognize that Way, Power and Signals duties and functions are
9 critical and that Employees have the responsibility and obligation to be at work on time each day.
10 Way, Power and Signals Employees will be subject to the following terms, which supersede any
11 conflicting provisions elsewhere in the AGREEMENT.

12 **B.** Way, Power and Signals will monitor and record attendance using the terms of late
13 occurrence and unexcused absence.

14 **C.** A late occurrence:

15 **1.** of up to one hour shall be managed and recorded as follows:

16 **a.** An Employee may complete any time left on his/her shift.

17 **b.** An Employee may work a full eight or ten hours even though this
18 work would continue into the next shift.

19 **c.** An Employee may not use AC time or vacation to make up lost
20 time.

21 **d.** An Employee will be paid for actual hours worked at his/her
22 scheduled rate of pay.

23 **e.** A late occurrence shall not create an overtime opportunity for the
24 late Employee. No grievances will be filed by other Employees claiming overtime infringements
25 should an Employee elect to work his/her full shift and the time worked extends into another shift.

26 **2.** of between one and two hours shall be managed and recorded as follows:

27 **a.** An Employee may complete any time left on his/her shift only.

28 **b.** An Employee may not use AC time or vacation to make up lost

1 time.

2 c. An Employee will be paid for hours worked at his/her scheduled rate
3 of pay.

4 3. Late occurrences will be recorded in a 180 day rolling time frame as
5 follows:

6 a. 1st through 5th occurrence – Employee and chief initial the time
7 sheet/late report card.

8 b. 6th occurrence – one-day suspension without pay.

9 c. 7th occurrence – discharge, treated as a major infraction as defined
10 in Article R4.

11 D. Unexcused absences (over two hours late) shall be managed and recorded as
12 follows:

13 1. An Employee may complete his/her shift only.

14 2. An Employee may not use AC time or vacation to supplement his/her
15 regular shift pay.

16 3. Such Employee is not eligible for overtime that day.

17 4. Unexcused absences will be recorded in a twelve-month rolling time frame
18 as follows:

19 a. 1st occurrence – Employee will receive Oral Reminder; chief will
20 initial the late report card.

21 b. 2nd occurrence – Employee will receive Written Reminder; chief
22 will initial the late report card.

23 c. 3rd occurrence – One-day suspension without pay.

24 d. 4th occurrence – Discharge, treated as a major infraction as defined
25 in Article R4.

26 E. An occurrence which results in a second one day suspension within 180 days of the
27 occurrence that resulted in the first suspension shall result in discharge.

28 F. Extenuating circumstances will be considered. Any request by an Employee to

1 have a late occurrence or unexcused absence removed from the attendance management record must
2 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a
3 late occurrence or unexcused absence that has been removed from the attendance management record
4 has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

5 **G.** The PARTIES agree to review this Section on an annual basis.

6 ***SECTION 13 – TRAINING***

7 The PARTIES shall develop training programs in selected trade classifications. The
8 PARTIES will jointly determine the implementation of the programs. The programs will recognize
9 that workforce diversity is valued and encouraged.

10 ***SECTION 14 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE***

11 Way, Power and Signals Employees will participate in the Rail Labor-Management Relations
12 Committee.

1 **ARTICLE R22: LIGHT RAIL TRAINING**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 3 • Rail Technical Trainer

4 ***SECTION 2 – GENERAL CONDITIONS***

5 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer
6 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work
7 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her
8 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days
9 executive leave annually, to be administered according to King County policy.

10 B. The Rail Technical Trainer position will be filled through an open and competitive
11 recruiting process.

12 C. When Rail Technical Trainer is required to work on a holiday, s/he will have
13 another day off with pay on a day mutually agreed by the Employee and his/her immediate
14 supervisor.

15 D. Rail Technical Trainers will receive a second personal holiday to be used in the
16 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of
17 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

1 **ARTICLE R23: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3
4 A. “Temporary Employee” shall mean a person who is employed for a period of time
5 not to exceed six months. However, Temporary Employees may be used for a maximum period of
6 twelve months if mutually agreed by the PARTIES.

7 B. “Project Temporary Employee” shall mean a person who is employed for a period
8 of time expected to exceed 1,040 hours in a rolling twelve-month period but not to exceed two years
9 on a special project.

10 ***SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE***

11 A full-time Temporary Employee or Project Temporary Employee who is selected by
12 METRO for a permanent position in the same classification shall serve a six-month probationary
13 period; however, if the Employee has 90 or more days of continuous temporary employment in the
14 classification at the time of selection, the probationary period shall be reduced to three months.

15 ***SECTION 3 – WAGES AND BENEFITS***

16 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
17 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
18 after working more than eight hours in one day, 40 straight-time hours in one workweek and/or for
19 hours worked on holidays.

20 B. The employment period will count for pay purposes and the service will count for
21 seniority accrual and continuous service credit only during a single period of temporary employment;
22 provided, however, when a Temporary Employee or Project Temporary Employee is laid off by
23 METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as
24 continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged
25 will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent,
26 Project Temporary, or Temporary Employee.

27 C. A Temporary Employee with less than 90 days of service is not eligible for any
28 Employee benefits.

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D. A Temporary Employee who is employed for 90 days or longer continuous service and who works full-time shall be eligible, beginning the first of the month following the 90-day anniversary, for sick leave, holidays and vacation, medical, dental and optical benefits.

E. A Temporary Employee whose employment is extended beyond 1,040 hours in a rolling twelve-month period shall receive retroactive benefits based on date of hire and the formula in Article R12, Section 1, Paragraph D.

F. A Project Temporary Employee is eligible for benefits based on date of hire and the formula in Article R12, Section 1, Paragraph D.

G. Temporary employees will not be used to fill regular, career service positions except as provided in Article R3, Section 13.

1 **ARTICLE R24: MODIFICATION PROVISION AND SAVINGS CLAUSE**

2 ***SECTION 1 – MODIFICATION PROVISION***

3 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
4 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
5 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
6 UNION President/Business Representative/designee.

7 ***SECTION 2 – SAVINGS CLAUSE***

8 Should any provision of this AGREEMENT be rendered or declared invalid because of any
9 existing or subsequent legislation or by any court decision, the remaining provisions of this
10 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
11 to renegotiate such invalidated provisions to comply with the law.

EXHIBIT RA – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Rail Section

| | |
|---|---------|
| Electromechanic | \$32.57 |
| Grounds Specialist | \$27.51 |
| Lead Rail Facilities Custodian | \$23.20 |
| Lead Rail Station Custodian | \$25.58 |
| Maintenance Service Center Worker | \$28.40 |
| Rail Facilities Custodian | \$21.09 |
| Rail Facilities Mechanic | \$32.57 |
| Rail Laborer | \$25.71 |
| Rail Operator | \$28.47 |
| Rail Service Worker | \$26.44 |
| Rail Signal and Communications Technician | \$35.37 |
| Rail Station Custodian | \$23.25 |
| Rail Supervisor | \$35.85 |
| Rail Supervisor (Operations Control Controller) | \$37.64 |
| Rail Technical Trainer | \$38.31 |
| Track and Right of Way Maintainer | \$32.57 |

Streetcar Section

| | |
|---|---------|
| Streetcar Maintainer | \$32.57 |
| Streetcar Operations and Maintenance Supervisor | \$37.64 |
| Streetcar Operator | \$28.47 |

1 **EXHIBIT RB – STATE AND CITY RETIREMENT PLANS**

2 Questions regarding state or city retirement should be directed to King County’s Benefits
3 Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers
4 are as follows:

5
6 Department of Retirement Systems
7 Public Employees Retirement System
8 P.O. Box 48380
9 Olympia, WA 98504-8380
10 (360) 664-7000
11 (800) 547-6657
12 www.drs.wa.gov

13
14
15
16 City Retirement Office
17 720 Third Avenue, Suite 1000
18 Seattle, WA 98104-1829
19 (206) 386-1293
20 www.seattle.gov/retirement

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**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND THE
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")**

SUBJECT: 4-40's, Time Standards and Purchasing New Components

Background

The parties share a mutual desire to allow flexible scheduling of Employees. It is also understood that METRO must be able to efficiently assign work. In order to allow for 4/40 shifts in Vehicle Maintenance, the parties understand that METRO must develop an effective means of measuring the performance of flexible shifts.

The parties also understand the necessity to efficiently operate the Component Supply Center (CSC), which involves determining the most efficient means of rebuilding or purchasing components. Currently CSC uses a financial model to determine if rebuilding a component is more cost effective than purchasing a new component. If buying a new component is indicated by the model, then METRO will purchase the component.

Through interest-based discussions, the parties have agreed to enter pilot programs to allow for the efficiencies discussed above. In order to do so, effective performance monitoring must be in place.

4/40 Pilot

By June 2011, a trial will be established changing a few of the Vehicle Maintenance shifts to a 4/40 structure at each base, including CSC. METRO will assure that the pilot program will allow 4/40 shifts to cover a variety of positions and shifts throughout the system. The parties agree that a 4/40 structure cannot add cost to METRO or have negative operational impacts. It is recognized that costs will be calculated to include offset benefits, such as sick leave due to Employees working a reduced work week.

4/40 Pilot Time Standards Evaluation

METRO plans on implementing time standards in accordance with Article 17, Section 2, Paragraph A. The parties agree that time standards must be completed in order to effectively measure the viability of the 4/40 pilot program. The parties agree to work together to develop a complete list of all job tasks and time standards in connection with the implementation of the pilot program.

The implementation and enforcement of these standards will be used as a measure of the effectiveness of METRO processes and training needs. METRO agrees to collaboratively work with Employees in a respectful and helpful manner on any issue related to time standards.

Component Purchasing

Components may be purchased as new or as remanufactured. METRO agrees that the UNION will assist in reviewing the formulas of the model to assure that the model includes such factors as lifecycle, quality, warranty, and other financial indicators. When the model indicates that it is more efficient to purchase remanufactured or new components, then the UNION agrees METRO can purchase these items.

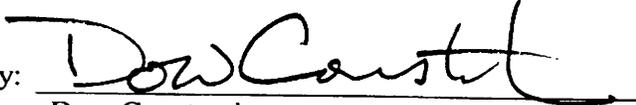
Major Components

Rebuilds for engines and transmissions will be performed by Employees and will not be subject to the formula stated above.

Termination of MOA

Either party can terminate the terms of this Memorandum of Agreement at any time. The moving party shall send a letter indicating the intent to terminate and the reason for such termination. Prior to any termination, it is agreed that both parties will meet to attempt to resolve the reasons for the termination. If resolution is not reached, all terms in the MOA with terminate 90 days after the termination notice was provided.

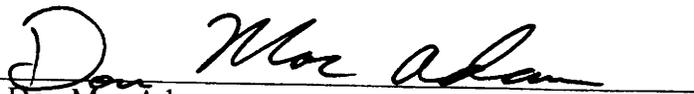
APPROVED this 8th day of December, 2010.

By: 
Dow Constantine
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587


Paul J. Bachtel
President/Business Agent

AMALGAMATED TRANSIT UNION
LOCAL 587


Don Mac Adam
Second Vice President

Attachment E

MEMORANDUM OF AGREEMENT ("MOA")
BY AND BETWEEN THE
KING COUNTY DEPARTMENT OF TRANSPORTATION
("METRO")
AND THE
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")

Subject: Wage increases on January 1, 2012, and November 1, 2012, related to efficiency gains

Background:

1. The parties have engaged in negotiations to secure the terms of a collective bargaining agreement that covers the period of November 1, 2010, through October 31, 2013.
2. The parties have negotiated the removal of certain restrictions in the collective bargaining agreement that relate to the allocation of work between Full Time Operators and Part Time Operators, specifically the removal of a daily cap on hours that may be worked by Part Time Operators on the Additional Tripper List and a change to the assignment of vacant part time work. The impact of these agreements is mitigated by a commitment to maintain an annual amount of Full Time Operator overtime as a percentage of regular hours.
3. In the Vehicle Maintenance Section, the parties have agreed to work together to develop time standards for vehicle maintenance work, allow for some 4/40 shifts, and allow for the purchase of remanufactured components when it is economical to do so.
4. In connection with the negotiated efficiencies above, employees will receive two wage increases during the life of the collective bargaining agreement as follows.

Agreement:

1. On the pay period that includes January 1, 2012, base wages shall increase by 0.7%.
2. On the pay period that includes November 1, 2012, base wages shall increase by 0.6%.

APPROVED this 8th day of December, 2010.

By: Dow Constantine
Dow Constantine
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587

Paul J. Bachtel
President/Business Agent

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

| |
|---|
| Name of Agreement |
| Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) and two Memoranda of Agreement |
| Labor Negotiator |
| David Levin |

| | |
|---|------------|
| <i>Prosecuting Attorney's Review</i> | Yes |
| <i>Document Tracking System Routing Form; Motion or Ordinance</i> | Yes |
| <i>Executive Letter</i> | Yes |
| <i>Fiscal Note</i> | Yes |
| <i>Six Point Summary</i> | Yes |
| <i>King County Council Adopted Labor Policies Contract Summary</i> | Yes |
| <i>Ordinance</i> | Yes |
| <i>Original Signed Agreement(s)</i> | Yes |
| <i>Does transmittal include MOU/MOA? x2</i> | Yes |

| |
|---|
| <i>Six Point Summary of changes to the attached agreement:</i> |
| 1. Wage freeze in the first year of the contract (November 1, 2010, through October 31, 2011). |
| 2. 90% CPI-W Seattle index, with a 0% floor and no ceiling, on November 1, 2011. |
| 3. 95% CPI-W Seattle index, with a 0% floor and no ceiling, on November 1, 2012. |
| 4. In connection with certain negotiated efficiencies and cost savings measures, a 0.7% wage increase on January 1, 2012, and a 0.6% wage increase on November 1, 2012. |
| 5. A freeze at current levels for all wage-related items, such as shift differential, lead pay, pay premiums, and tool allowances. |
| 6. Multiple efficiencies, cost savings measures, and improved personnel practices have been negotiated. |

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CONTRACT SUMMARY

CONTRACT: Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) and two Memoranda of Agreement

TERM OF CONTRACT: November 1, 2010, through October 31, 2013

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Employees support the Transit Division's bus, streetcar and light rail operations performing work in Transit Operations; Vehicle Maintenance; Rail; Sales and Customer Service; Power and Facilities; and Payroll.

NEGOTIATOR: David Levin

| COUNCIL POLICY | COMMENTS |
|---|--|
| ➤ REDUCTION-IN-FORCE: | The agreement contains seniority-based layoff and recall provisions. |
| ➤ INTEREST-BASED BARGAINING: | Essential principles of interest-based bargaining were utilized by the parties in these negotiations. |
| ➤ DIVERSITY IN THE COUNTY'S WORKFORCE: | The agreement contains language prohibiting discrimination. |
| ➤ CONTRACTING OUT OF WORK: | The agreement restricts the employer from contracting out work in certain conditions. |
| ➤ LABOR / MANAGEMENT COMMITTEES: | The agreement establishes multiple labor-management committees. |
| ➤ MEDIATION: | While the collective bargaining agreement does not mandate mediation, the county and the union have resolved past differences through mediation and remain open to doing so in the future. |
| ➤ CONTRACT CONSOLIDATION: | This agreement covers employees in approximately 105 job classifications. |
| ➤ HEALTH BENEFITS COST SHARING: | The health benefits for these employees are bargained through the Joint Labor and Management Insurance Committee. |
| ➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS: | Collective bargaining commenced on April 28, 2010 and a comprehensive tentative agreement was reached on October 28, 2010, prior to the contract's expiration. |

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) and two Memoranda of Agreement

| COUNCIL POLICY | COMMENTS |
|--|--|
| ➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES: | The agreement is consistent with county policy regarding the use of temporary and part-time employees. |

| MISCELLANEOUS CONTRACT ISSUES: | |
|---|--|
| ➤ BIWEEKLY PAY: | All employees in the bargaining unit are paid on a bi-weekly basis. |
| ➤ INTEREST ARBITRATION ELIGIBLE: | The bargaining unit is eligible for interest arbitration under Washington State law. |
| ➤ NO STRIKE PROVISION: | In a memorandum of agreement that was executed in connection with these negotiations, strikes or other forms of unlawful work stoppages or slow downs are prohibited. |
| ➤ ADDITIONAL LEAVE PROVISIONS: | The agreement's provisions on additional leave are consistent with county policy. |
| ➤ HOURS OF WORK: | The employees in this bargaining unit support Metro's 24/7 operations. Employees in different job classifications work various shifts, depending on operational needs. |
| ➤ PERFORMANCE EVALUATIONS: | Employees receive various forms of feedback. |



FISCAL NOTE

| | | |
|---|---|------------------------|
| Ordinance/Motion No. | Collective Bargaining Agreement | |
| Title: | Amalgamated Transit Union, Local 587 | |
| Effective Date: | Three Year Contract from 11/1/10-10/31/13 | |
| Affected Agency and/or Agencies: | DOT, Transit; DES, FBOD | |
| Note Prepared by: | Matthew McCoy, Labor Relations Analyst, Office of Labor Relations | Phone: 205-8004 |
| Department Sign Off: | Jill Krecklow, Finance & Administrative Services Manager | Phone: 684-1019 |
| Department Sign Off: | Eunjoo Greenhouse, Financial Services Administrator | Phone: 263-9256 |
| Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/> | Shelley De Wys, Budget Analyst | Phone: 263-9718 |
| Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/> | T.J. Stutman, Budget Analyst | Phone: 263-9716 |

EXPENDITURES FROM:

| Fund Title | Fund Code | Department | 2011 | 2012 | 2013 |
|-----------------------|-----------|---------------|-------------------|---------------------|---------------------|
| Public Transportation | 464 | DOT - Transit | \$ 307,173 | \$ 5,213,740 | \$ 5,429,423 |
| FBOD | 5450 | DES | \$ 581 | \$ 6,387 | \$ 6,515 |
| TOTAL | | | \$ 307,754 | \$ 5,220,127 | \$ 5,435,938 |

EXPENDITURE BY CATEGORIES:

| Expense Type | Dept Code | Department | 2010 Base | 2011 | 2012 | 2013 |
|--------------|-----------|------------|-----------------------|-------------------|--------------------|--------------------|
| Salaries | | | \$ 188,558,241 | \$ 212,792 | \$3,940,871 | \$4,116,757 |
| OT | | | \$ 29,541,633 | \$ 55,637 | \$ 612,227 | \$ 624,576 |
| PERS & FICA | | | \$ 31,951,632 | \$ 39,325 | \$ 667,029 | \$ 694,605 |
| TOTAL | | | \$ 250,051,506 | \$ 307,754 | \$5,220,127 | \$5,435,938 |

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** 11/1/2010 - 10/31/2013.
- Wage Adjustments & Effective Dates:**
 - COLA:** 11/1/2010: 0%, 11/1/2011: 90% Seattle Area CPI-W – Average of 6 monthly indexes (1.13% Forecast), 11/1/2012: 95% Seattle Area CPI-W – Average of 6 monthly indexes (1.88% Forecast).
 - Other:** 0.7% on 1/1/2012, 0.6% on 11/1/2012.
 - Retro/Lump Sum Payment:**
- Other Wage-Related Factors:**
 - Step Increase Movement:**
 - PERS/FICA:** 14.65%
 - Overtime:** Based on 2009 Actual OT cost.
- Other Cost Factors:** Changes to Operations work rules estimated to create savings (included in estimate totals above), changes to Vehicle Maintenance work rules expected to create savings (size of savings is yet to be determined).

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December 8, 2010

The Honorable Bob Ferguson
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the Amalgamated Transit Union, Local 587 collective bargaining agreement and two memoranda of agreement for the period of November 1, 2010, through October 31, 2013. These agreements cover approximately 3,800 employees in 105 job classifications in the Departments of Transportation and Executive Services.

Employees covered by these agreements perform work in support of the Transit Division's bus, streetcar and light rail operations. Their work groups include Transit Operations; Vehicle Maintenance; Rail; Sales and Customer Service; Power and Facilities; Service Development; and Payroll.

The collective bargaining agreement contains noteworthy changes that improve efficiency and will allow Metro to deliver transit service to the public in a more cost-effective manner. The agreement with the union removes a restrictive cap on the assignment of some types of work to Part-Time Transit Operators, which will allow this work to be performed at straight time rather than overtime. There has also been a change to the process of assigning certain vacant work, which will result in the reduction of labor costs. The agreement establishes the union's cooperation in the development of time standards in Vehicle Maintenance and a provision allowing for the purchase of remanufactured parts when it is economically efficient to do so. The parties have agreed to numerous improvements in the areas of personnel management and the new agreement reflects recent developments in statutory law. Significant editing changes have been made throughout the collective bargaining agreement in order to clarify practices, reducing the possibility of disputes between the parties.

The collective bargaining process was used to discuss future ways that King County and the union can partner to find efficiencies. As a result of these discussions, the parties have agreed to form two new labor-management partnerships: A Joint Scheduling Committee and a Joint Vehicle Procurement Committee. These committees will provide a formal and standing way

The Honorable Bob Ferguson
December 8, 2010
Page 2

for employees to communicate their ideas and expertise to Metro, improving the decisions that Metro makes in these areas.

The new contract is one of several recent developments that will help Metro become more financially sound. Metro has already implemented efficiencies recommended in the 2010 performance audit. The new collective bargaining agreement allows for more changes that are consistent with the audit findings.

The wage settlement for this contract includes a zero cost of living adjustment in its first year. In the second year of the contract, the cost of living adjustment will be equal to 90% of the CPI-W Seattle index, with a 0% floor and no ceiling. In the third year of the contract, the cost of living adjustment will be equal to 95% of the CPI-W Seattle index, with a 0% floor and no ceiling. These cost of living adjustments are comparable to the agreements with other unions in the county. In connection with changes to the collective bargaining agreement that will increase efficiencies and save costs, there will be a wage increase of 0.7% on January 1, 2012 and an increase of 0.6% on November 1, 2012. The economic settlement also freezes all wage-related items at current levels or rates, such as shift differentials, lead pay, pay premiums, and tool allowances.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273, at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Chief of Staff
Anne Noris, Clerk of the Council
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations

Labor Policy on Compensation
(adopted 14 July 2010, LP 2010-031 § 5)

Compensation:

- A. Changes in wages shall be fiscally responsible, fair, and reasonable with respect to total compensation.
- B. When determining whether a change in wages is warranted, and when negotiating the amount of any such change, the executive shall consider the following factors:
 - i. economic conditions, including inflation or deflation, in the region,
 - ii. revenue and cost forecasts for the county,
 - iii. comparable market compensation, and
 - iv. the status of county reserves.
- C. If a cost of living adjustment is determined to be warranted, it shall be linked to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated average of the 12 monthly percentage changes of the All-Cities CPI-W between July of the previous year and June of the current year.
- D. The executive shall bargain in good faith with the goal of including provisions in collective bargaining agreements that allow bargaining to be reopened on total compensation and other contract terms when significant shifts in economic and fiscal conditions occur during the term of the proposed agreement, as defined by mutually-agreed upon objective measures, such as a swing in the King County unemployment rate of more than 2 percentage points compared with the previous year or a deviation of more than 7 percent, net of inflation from the previous year in actual sales tax revenues collected.

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Labor Policy on Overtime

(adopted 14 July 2010, LP 2010-031 § 18)

Overtime. In providing essential regional services, King County, from time-to-time, schedules employees for overtime work. It shall be the policy of King County that overtime work shall be assigned sparingly to respond to unforeseen circumstances. Overtime should not be used as a means to accomplish day to day work.

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King County Metro Transit operates one of the largest transit systems in the country. The King County Council requested that the auditor's office conduct a performance audit of Transit in order to identify operational efficiencies, potential costs savings and revenue enhancements, and other ways to improve the transit system. Overall, the audit found that Transit is actively engaged in fulfilling its stated mission. Transit's approach to fulfilling its mission has contributed to higher expenditures – a situation exacerbated by reduced revenues and increased costs.

The recommendations in this report have the potential to achieve annual cost savings in the range of \$30 to \$37 million and to boost revenue by as much as \$54 million per year. Added to this is a one-time draw down of \$105 million in excess fund balance. Realizing these results may require trade-offs in Transit priorities but could be a better option than incurring deeper service cuts. Implementation of some recommendations will take time and/or involve important policy choices made by decision-makers.

Background

Transit is a large and complex organization that serves more than 100 million riders annually within a 2,134 square-mile area. With an annual operating budget of nearly \$600 million, Transit operates and maintains a bus fleet of over 1,300 vehicles.

The King County Executive, King County Council, the Regional Transit Committee, and voters all influence Transit policy. Other primary stakeholders include Transit customers and its labor unions.

Common Themes: Planning and Analysis

Transit has multiple opportunities to improve its use of planning and analysis to reduce costs, generate revenues, and achieve its objectives.

Throughout the report, our recommendations are intended to shift Transit's organizational perspective more toward cost reduction and revenue enhancement by operationalizing an approach that includes systematic planning and effective data analysis.

The following sections provide a summary of many of our audit's findings and recommendations.

Service Development Efficiency

The audit identified several opportunities for improving productivity and gaining service efficiencies. Many of these savings would be accomplished through full utilization of the capabilities of scheduling software Transit now owns. If the recommendations were fully

implemented, they could achieve cost savings up to \$23 million per year.

Specific policy guidance and standards, the full use of scheduling software, and analysis of the system as a whole would enhance Transit's ability to make its service more efficient.

| | Annual Cost Savings (includes policy choices) | Opportunities for Increased Annual Revenue | One Time Fund Balance Available | Potential Annual Savings if Bargaining Agreement Changed |
|---------------------|---|--|---------------------------------|--|
| Service Development | \$16 to \$23 million | | | |
| Trolley Replacement | \$8.7 million | | | |
| Fare Strategies | | Up to \$51 million | | |
| Capital Planning | Unquantified | | | |
| Financial Planning | Unquantified | | \$105 million | |
| Access Paratransit | \$5.8 million + | Up to \$2.8 million | | |
| Vehicle Maintenance | Unquantified | | | |
| Em. Communication | Unquantified | | | |
| Staffing | Partially quantified | | | \$3.7 million + |
| SUMMARY | \$30.5 - \$37.5 million | Up to \$53.8 million | \$105 million | \$3.7 million |

Financial and Capital Planning

Based on Transit's own financial and bus replacement assumptions, there is a \$105-million surplus in the Revenue Fleet Replacement Fund. We recommend that Transit submit a plan to council for drawing down the surplus.

The audit found that financial policies do not reflect the current environment and recommends that Transit update and submit them to council. We also recommend that Transit's financial planning model be revised, made more transparent, and be shared with council and executive budget staff.

As we have recommended in previous audits, Transit's capital planning and economic analysis process for capital decisions should be more comprehensive. This includes improved asset management controls and monitoring of the condition of major transit facilities.

Staffing

Transit has opportunities to utilize staff resources more efficiently and to achieve cost savings within the current labor agreement. Our recommendations include:

- Better moderation of leave,
- Use of less-costly alternatives for backfilling absences, and
- Collecting data to analyze staffing needs and the relationship of staffing to system performance.

Additional cost-saving options, such as allowing part-time drivers to work on weekends, would require a change in the terms of the bargaining agreement.

Over the last decade, costs for Metro Transit Police (MTP) have more than doubled, due mostly to the higher cost of employing full-time deputies rather than temporary off-duty police officers. The report recommends ways in which MTP could use more effective methods to strengthen its management of its staffing resources.

Trolley Bus Fleet Replacement

Transit's timeline for replacing its current trolley bus fleet is 2014. Audit analysis of lifecycle costs of trolley replacement alternatives noted that hybrid buses would cost \$8.7 million less per year to own and operate than electric trolley buses.

The audit recommends that costs of replacement options be weighed along with the social and environmental factors when deciding on a replacement for the current trolley fleet.

Transit Fares

The county lacks a framework for making fare decisions, and gaps exist between Transit's fare policy and its underlying fare structure and prices. We recommend that Transit develop policy goals for rider fares and consider alternatives for increasing fare revenue.

Our review of fare options found that Transit could generate up to \$51 million annually in additional fare revenues. The audit also identifies ridership loss that would result from each potential fare change. The audit recommends that fare revenue options be considered.

Transit's discounted fares for seniors, the disabled, and youth exceed the minimum discounts specified by the FTA, Transit's own policies, and those provided by national/regional peers. We recommend evaluating fare discounts and pegging them to base fares by percentage.

Transit could not fully explain the calculations involved in charging the City of Seattle for the city's downtown ride free area. We recommend that Transit update and fully document how it calculates those costs.

Paratransit

Access is Transit's paratransit program, required by the Americans with Disabilities Act (ADA). Transit provides paratransit service that exceeds ADA requirements. The service hours and coverage area that surpass the ADA cost Transit more than \$1 million per year. We recommend that Transit present council with policy options for providing Access service to meet, rather than exceed, the ADA and identify impacts to customers.

Access costs have increased 30 percent over the past five years even though Transit has developed several successful programs to contain costs. The report identifies potential savings of up to \$5.8 million per year through productivity improvements, expansion of the community access program, and service modifications.

Vehicle Maintenance

Transit has an outstanding record of on-time preventive maintenance inspections, and its maintenance intervals exceed federal standards. However, this increases costs but may not improve performance.

We recommend that Transit initiate a pilot program to shift the preventive maintenance interval on a sample fleet and analyze any effects on vehicle reliability.

The audit also found that enhancements to productivity practices could result in efficiencies and cost savings and recommend that Transit develop a more comprehensive approach to maintenance productivity standards and monitoring.

Data and Communication

Transit is currently upgrading its technologies to better communicate with customers during emergencies, to process rider fares, to count passengers, and to track the physical location of the buses.

Transit is actively working on initiatives to improve customer communication during emergencies. We recommend that Transit ensure that communication resources achieve objectives for the benefit of the public in the most cost-effective manner.

Although some efforts to implement key emergency communication improvements have begun, they are not yet in place. The audit recommends implementing applications such as route-specific text messaging.

Executive Response

The executive concurred with all but two of the report's 34 recommendations, and partially concurred with one recommendation.



Summary of Regional Transit Task Force Charge and Recommendations

October 2010

Task Force Formation and Process

The King County Council and County Executive formed the Regional Transit Task Force in February 2010 to consider a policy framework for the potential future growth and, if necessary, contraction of King County's transit system. They asked the task force to consider six transit system design factors, to which the task force added a seventh (see box).

Key Transit System Design Factors

1. Land use
2. Social equity and environmental justice
3. Financial sustainability
4. Geographic equity
5. Economic development
6. Productivity and efficiency
7. Environmental sustainability

The 28 task force members were selected to represent a broad diversity of interests and perspectives. Three *ex officio* members represented King County MetroTransit, Sound Transit, and the Washington State Legislature. An Executive Committee

(County Executive and three County Council members) ensured that the task force carried out its approved work plan. Metro's Manager of Service Development served as the project manager. An Interbranch Working Group supported the Executive Committee and task force's work, and an external facilitator was hired to bring together the task force's recommendations. The task force created two subgroups of task force members to delve into performance measures and cost control/efficiencies.

Charge

The primary objective of the task force was to recommend to the County Executive and County Council a policy frame-

work that reflects the prioritization of key system design factors and to make recommendations about transit system design and function. These frameworks were to be derived from an exploration of the transit system and its integration with the region's public transportation and overall transportation system. The overall framework should include:

- Concurrence with, or proposed changes to, the vision and mission of King County Metro
- Criteria for systematically growing the transit system to achieve the vision
- State and federal legislative agenda issues to achieve the vision
- Strategies for increasing the efficiency of King County Metro
- Criteria for systematically reducing the transit system should revenues not be available to sustain it.

Recommendations

The task force learned about transit in King County and about Metro's services. The County's and Metro's actions to reduce expenses, deliver services more efficiently and raise revenues were detailed. And the remaining challenges facing Metro were quantified at more than \$115 million per year.

The task force deliberated on policy approaches to deliver a transit system that meets the needs of King County, with several themes emerging (see box below). As a result, seven recommendations were developed with the unanimous consensus of the task force (see back).

Themes from Task Force Discussions

Regional Perspective

Strike a balance among the best interests of the region as a whole, the needs of Metro riders, and the interests and needs of local communities.

Transparency

Decision-making must be clear, consistent, and based on criteria and objectives that are clear to the public.

Efficiency

Metro and King County must achieve greater efficiencies in transit operations, plans for new service, and in administration of the system.

Balanced Approach

To avoid reductions in transit services and to meet future demand will require a combination of expense

reductions, efficiencies and securing new revenues.

Performance Based

Use tools, decision processes, and reporting that allow all interested parties to evaluate performance.

Recommendations

Recommendation 1: Metro should create and adopt a new set of performance measures by service type, and report at least annually on the agency's performance on these measures. The performance measures should incorporate reporting on the key system design factors, and should include comparisons with Metro's peer transit agencies.

Recommendation 2: King County and Metro management must control all of the agency's operating expenses to provide a cost structure that is sustainable over time. Cost control strategies should include continued implementation of the 2009 performance audit findings, exploration of alternative service delivery models, and potential reduction of overhead and internal service charges.

Recommendation 3: The policy guidance for making service reduction and service growth decisions should be based on the following priorities:

- 1) Emphasize productivity due to its linkage to economic development, land use, financial sustainability, and environmental sustainability
 - 2) Ensure social equity
 - 3) Provide geographic value throughout the county.
-

Recommendation 4: Create clear and transparent guidelines to be used for making service allocation decisions, based upon the recommended policy direction.

Recommendation 5: Use the following principles to provide direction for the development of service guidelines:

- Transparency, clarity and measurability
 - Use of the system design factors
 - Flexibility to address dynamic financial conditions
 - Integration with the regional transportation system
 - Development of performance thresholds as the basis for decision-making on network changes.
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Recommendation 6: King County, Metro, and a broad coalition of community and business interests should pursue state legislation to create additional revenue sources that would provide a long-term, more sustainable base of revenue support for transit services. To build support for that work, it is essential that King County adopt and implement the task force recommendations, including use of the service guidelines and performance measures, and continued efforts to reduce Metro's operating costs.

Recommendation 7: Metro staff should use the Task Force recommendations and discussions as the framework for revising Metro's current mission statement, and creating a vision statement (as one does not now exist). Both draft statements should be included in the draft Comprehensive and Strategic Plans scheduled to be submitted to the County Council in February 2011.

Find the full report and more information at www.kingcounty.gov/TransitTaskForce

Audit Recommendations and Transit Response as of 3rd Quarter, 2010

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|---|--|---|-----------------------------------|-------------------------------------|
| A1: Create an updated version of the financial model that has complete documentation and explicitly identified assumptions. | Conducted review of current financial model; identified additional requirements for the new financial model; hired consultant to help develop the new model. | For use with 2012-2013 budget process | n/a | No |
| A2: Propose updated financial policies, particularly those related to sales tax distribution and cost growth. | Reviewed financial policies of other transit organizations and non-transit policies internal to King County; developing new policies with consideration of Regional Transit Task Force (RTTF) recommendations. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | n/a | No |
| A3: Revise assumptions to improve the accuracy of projections for capital expenditures and capital grant revenue. | Analyzing capital grant revenue assumptions and variances between planned to actual capital grant revenues; will analyze capital expenditures and revise the assumptions used in the model. | For use with 2012-2013 budget process | Unspecified | TBD |
| A4: Develop a plan for reducing the Revenue Fleet Replacement Fund balance. | Programmed \$100 million of the Revenue Fleet Replacement Fund to maintain transit service from 2009-2013. | Will be part of the 2012-2013 budget process | \$105 million in one time savings | \$100 million |
| A5: Address technical issues with the economic analysis model. | Corrected technical issues with this model; auditor's office confirmed that the issues were addressed. | Completed 1st Q2010 | n/a | No |
| A6: Create economic replacement analysis models to inform vehicle replacement decisions. | Collaborating with Portland State University to generate new generation of fleet replacement models. These models will use Metro data in a case study that will inform vehicle replacement decisions. | For use with 2012-2013 budget process | Unspecified | TBD |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|--|---|---|--------------------------------|-------------------------------------|
| A7: Complete a review of the Fleet Administration's replacement criteria for non-revenue vehicles. Compare to Metro's non-revenue vehicle fleet replacement criteria. | Reviewed operations and maintenance data for non-revenue vehicles; found that replacement goals for pickup trucks should be seven years instead of eight; will use the new replacement goal going forward. | Completed 3Q 2010 | Unspecified | TBD |
| A8: Complete a comprehensive Asset Management Guidebook that includes all Asset Management efforts currently underway at Metro. Metro did not concur with this finding. | Currently comply with both state and federal requirements for asset maintenance; creation of a stand alone guidebook has limited value to Metro and is likely to be redundant with state and federal reporting. | Completed 2Q 2010 | n/a | No |
| A9: Implement a facilities condition index to track and monitor facility condition relative to established systemwide targets. Metro did not concur with this finding. | Collaborating with the FTA on the State of Good Repairs project – through this project, transit agencies across the nation will develop a standardized rating system that is condition based in order to establish the criteria for rating and determining an acceptable level of asset condition. Metro does not see the need to implement a separate facilities condition index and systemwide targets. | Work on this project is dependent on the progress of the FTA | Unspecified | TBD |
| A10: Incorporate all elements of facility master planning in the update to the Comprehensive Plan. | Developing a Facility Master Plan, completed proposed outline, collaborating with various internal groups, developing an inventory of transit facilities. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | n/a | No |
| A11: Determine an appropriate fleet replacement for the trolley buses. | Conducting trolley bus system evaluation; completed scope, schedule and work plan; developing technical analysis. | Draft report expected in March 2011; final recommendation for use with 2012-2013 budget process | \$8.7 million annually | TBD |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|--|---|---|--------------------------------|---|
| A12a: Develop and propose fare policy goals to be used as the basis for making fare policy decisions. | Presented on fare goals, trade-offs, structure implications, and adopted fare policies to the Regional Transit Committee; will determine fare policy goals in conjunction with plan updates. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | n/a | No |
| A12b: Define and monitor target farebox recovery ratio. | Developing new policies with consideration of RTTF recommendations; will consider how to redefine and monitor the farebox recovery ratio. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | n/a | No |
| A12c: Consider further utilizing fare policy changes to generate additional revenues. A12d: Set senior, disabled, youth discounted fares in line with other peer transit agencies. | Developing new policies with consideration of RTTF recommendations; will consider when and how to generate additional revenues from fares and when and how to change senior, disabled, youth fares. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | Up to \$51 million annually | TBD |
| A13: Update and fully document the formula used to assess the City of Seattle's payment for the Downtown Seattle Ride Free Area (RFA) to reflect current ridership and operating conditions. | Developed two preliminary reports to consider potential impacts of eliminating the RFA. Found that Metro could potentially gain \$2.1-2.2 million per year, but would face increased operational challenges. Additional study is needed to fully assess the impacts of eliminating the RFA. | Completed preliminary analysis 3Q 2010, final evaluation expected Spring, 2011 | n/a | \$2.1-2.2 million annually. Note: this estimate requires further study to assess operational impacts. |
| B1: Develop a plan to implement Service Development's schedule efficiency tools. | Developed a plan for implementation of scheduling efficiency tools, described in B1a-j. | Implemented over the course of 2010; ongoing effort to track and monitor progress | n/a | No |
| B1a: Expand the set of efficiency indicators and goals and use as targets when developing schedules. | Developed a report to be produced triannually; report tracks scheduling efficiency efforts and related performance measures; determines progress toward meeting goals. | Implemented over the course of 2010; ongoing effort to track and monitor progress | n/a | \$12.5 million annually |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|---|--|---|--------------------------------|--|
| B1b: Complete, formally adopt, and publish a standards/guidelines document. | Developing a service guidelines document consistent with the recommendations of the RTTF. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | n/a | No |
| B1c: Develop a process and procedures for periodic global optimization of the bus system schedule. | Incremental improvements have been made to the "deadhead matrix," that make finding cost-effective solutions more possible. Global solutions are likely to be explored in the production of 2011 schedules when there are fewer incremental changes to be found. | Implemented over the course of 2010; ongoing effort to track and monitor progress | \$0.4 million annually | All scheduling efficiency savings are shown in the savings for B1a |
| B1d: Employ systematic percentile-based cycle time analysis. Metro did not concur with this finding. | Cycle time analysis has been employed in development of schedules; over 25,000 hours of savings have been achieved in the 2010 service changes; there has been a steady decrease in lay-over to in service ratios. | Implemented over the course of 2010; ongoing effort to track and monitor progress | \$12-19 million annually | All scheduling efficiency savings are shown in the savings for B1a |
| B1e: Utilize HASTUS' MinBus module to implement scheduling procedures that assign vehicles to trips more efficiently. | Each scheduler now uses HASTUS' MinBus module when creating schedules. | Implemented over the course of 2010; ongoing effort to track and monitor progress | \$0.7 million annually | All scheduling efficiency savings are shown in the savings for B1a |
| B1f: Develop the most efficient run cut using HASTUS' CrewOpt module. | Each scheduler now uses HASTUS' CrewOpt module when creating schedules. | Implemented over the course of 2010; ongoing effort to track and monitor progress | \$3 million annually | All scheduling efficiency savings are shown in the savings for B1a |
| B1g: Ensure full calibration of HASTUS to support schedule efficiency, reduce time taken to produce schedules. | HASTUS has been fully calibrated and focus has shifted to how to improve rule setting in the modules. | Implemented over the course of 2010; ongoing effort to track and monitor progress | n/a | All scheduling efficiency savings are shown in the savings for B1a |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|---|--|---|--------------------------------|--|
| B1h: Develop a systematic process for ensuring accurate costs are programmed into HASTUS. | Costs in HASTUS were immediately updated once the audit recommendations were released and will be updated on an annual basis. | Implemented over the course of 2010; ongoing effort to track and monitor progress | n/a | All scheduling efficiency savings are shown in the savings for B1a |
| B1i: Maintain accurate data in HASTUS data fields. | Accurate data has been inputted into HASTUS and focus has shifted to how to improve rule setting in the modules. | Implemented over the course of 2010; ongoing effort to track and monitor progress | n/a | All scheduling efficiency savings are shown in the savings for B1a |
| B1j: Ensure that staff have the knowledge to fully utilize the HASTUS system. | Trainings have taken place to improve the ability of schedulers to use HASTUS and develop efficient schedules. | Implemented over the course of 2010; ongoing effort to track and monitor progress | n/a | All scheduling efficiency savings are shown in the savings for B1a |
| C1: Capture additional data and modify current data sources to aid in the analysis of the relationship of Operations staffing levels and Operations staffing resource utilization to performance. | Determined appropriate data and measures to track to help achieve optimal staffing levels and resource utilization; working to track data and determine the impact on performance and costs. | Evaluation of efforts expected at the end of 2010 | Unspecified | TBD |
| C2: Effectively manage the costs of planned and unplanned operator leave. | Progress on this recommendation is subject to the collective bargaining agreement with the Amalgamated Transit Union, currently under negotiations. | Evaluation of efforts expected at the end of 2010 | Unspecified | TBD |
| C3: Use overtime and part-time staff more extensively in lieu of full-time staff. | Implemented changes to the extra board and to utilization of more overtime; working to track data and determine the impact on performance and costs. | Evaluation of efforts expected at the end of 2010 | Unspecified | TBD |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|--|--|---|--------------------------------|---|
| C4: Consider using lower cost police staffing options when these options are consistent with security objectives. | Evaluated different staffing options; created a matrix of potential staffing options that includes potential options, cost ranges, benefits and drawbacks. At this time, security objectives preclude any changes in staffing. | Completed 2Q 2010 | Unspecified | TBD |
| C5: Strengthen Metro Transit Police (MTP) staffing management practices by employing a more statistically sound approach to planning staffing needs and regularly updating employee absences to reflect actual absences and backfill needs of MTP. | Implemented process improvements including monthly rosters and information about people on non-deployment leave, and have determined a more accurate relief factor for the MTP 4/10 patrol schedule. | Completed 1Q 2010 | Unspecified | TBD |
| C6: Work with employees to schedule comp time absences in advance, avoiding the need for backfill whenever possible. | Conducted training with MTP employees to encourage better scheduling of comp time absences. | Completed 3Q 2010 | Unspecified | TBD |
| C7: Develop a more precise approach to calculating and charging for Sound Transit's (ST) portion of tunnel-related police costs. | Developed a new model for charging ST in connection with the implementation of Link light rail service; ST now pays 40% of the tunnel-related policing costs, up from 19% in 2009 and 9% in 2008. | Completed 1st Q2010 | Unspecified | Changes were part of planned Link integration |
| C8: Develop a long term vision and plan for MTP that can be integrated with Metro's Strategic Plan. | Working to integrate MTP vision with that of Transit; completed review of existing goals and objectives, will incorporate into planning efforts. | To be completed in conjunction with Strategic and Comprehensive Plan update, Feb 2011 | n/a | No |
| D1: Adopt a strategic plan and approach to address how Paratransit productivity goals are to be met. | Developed a strategic plan to meet productivity goals; identified 18 ways to meet productivity goal of 1.83 boardings per hour by 2012. | Completed 2Q 2010 | \$2.8 million annually | TBD |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|--|--|--|--------------------------------|-------------------------------------|
| D2: Continue Access cost containment efforts and monitor their effectiveness while expanding the Community Access Transportation (CAT) program. | Expanded CAT program by 25% in 2009 due to unanticipated WSDOT budget reduction. Projected to save Metro \$2.7 million. | Completed 2Q 2010 | \$2 million annually | Over \$2.7 million annually |
| D3: Determine the potential savings and impacts on customer service if Metro adjusts paratransit service and fares to levels allowable by ADA. | Considering the feasibility of adjusting Paratransit service and fares to levels allowable by ADA; draft report nearing completion. | Expected in Fall 2010 | Up to \$3.8 million | TBD |
| D4: Develop a thorough Paratransit staffing model that incorporates workload factors and processes, efficiency benchmarks, impacts of workload changes on staffing needs, and effects of staffing changes on Access performance. | Hired a consultant to conduct analysis and develop report for the staffing model; report is currently being reviewed and finalized. | Expected in Fall 2010 | n/a | No |
| D5: Monitor and enforce contract incentives and penalties and evaluate their usefulness as a tool for improving productivity. | Established incentives and disincentives for contractors related to productivity and reliability; will be tracked and impact will be reported. | Implemented 1Q 2010; results expected 1Q 2011 | Unspecified | TBD |
| E1: Initiate a pilot program to extend the preventative maintenance interval on a control fleet. | Established pilot program at North base for extending preventative maintenance and have established a mechanism by which data from this pilot program will be compared to baseline data; will monitor and provide a recommendation. | Recommendation on impacts expected by 3Q 2011 | Unspecified | TBD |
| E2: Track and monitor planned and unplanned vehicle maintenance work and formulate a strategic approach to manage unplanned work. | Established categories and definitions of planned/unplanned work; produced report on baseline data for planned work; will track work over time, looking for places where efficiencies can be made and will determine whether or not a performance indicator would be useful. | Recommendation on usefulness of performance indicator expected 1Q 2011 | Unspecified | TBD |

| Audit Recommendations | Actions | Completed/ Expected | Audit Identified Savings | Actual Savings/ Funds Used |
|--|--|--|--------------------------------|-------------------------------------|
| E3a: Regularly monitor adherence to vehicle maintenance productivity standards and work to ensure consistency in standards across bases. | Began process of calculating repair times for inspections and regularly scheduled preventative maintenance jobs; working to expand, implement and monitor productivity standards for vehicle maintenance and to ensure consistency across bases. | Expected 1Q 2011 | n/a | No |
| E3b: Expand vehicle maintenance productivity standards beyond preventative maintenance inspections to other routine jobs. | Working to expand productivity standards beyond preventative maintenance inspections to other routine jobs. | Expected 1Q 2011 | n/a | No |
| E3c: Establish a system-wide vehicle maintenance productivity program expanding on current productivity standards and performance measures. | Working to expand, implement and monitor system-wide productivity standards for vehicle maintenance. | Expected 1Q 2011 | n/a | TBD |
| F1: Develop detailed implementation plan and timeline for integrating new on board and central communications systems data with existing data processing tools and data streams as the new system comes online. | Working to integrate new systems with existing systems; created a scope and an integration plan; will implement the plan though the end of 2011. | Expected 4Q 2011 | n/a | No |
| F2: Continue to improve customer communications during emergencies, ensuring that the update to the strategic plan includes elements related to customer communication, completing an analysis of communications and developing a prioritized plan, and implementing improvements to the website, email notification system, and other technology to improve communications. | Implemented a number of strategies such as route specific email notification of information, improved adverse weather communications, and Metro website and web offerings improvements; working to integrate customer communications planning into Metro Strategic planning efforts; developing an analysis of communications options and a prioritized implementation plan. | Some have been completed, others expected by the end of 2010 | n/a | No |