

July 10, 1995

Introduced by: BRIAN DERDOWSKI

Proposed No.: 95-478

ORDINANCE NO. **11924**

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AN ORDINANCE approving and adopting a Memorandum of Agreement negotiated between King County and Amalgamated Transit Union Local 587, representing employees in the Department of Metropolitan Services; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The May 25, 1995 Memorandum of Agreement regarding van service, negotiated between King County and Amalgamated Transit Union, Local 587, representing employees in the Department of Metropolitan Services and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective July 21, 1995, and remain in effect until otherwise modified by negotiations between the parties.

INTRODUCED AND READ for the first time this 17th day

of July, 1995

PASSED by a vote of 13 to 0 this 7th day

of August, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 15th day of August, 1995

Ray Locke
King County Executive

Attachments: Memorandum of Agreement

Memorandum of Agreement
between the
King County, Department of Metropolitan Services
and the
Amalgamated Transit Union Local 587

11924

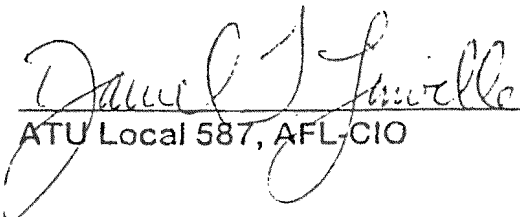
Subject: Van Service

METRO and the UNION see a mutual interest in expanding the variety of transit services provided to the community by ATU 587 represented employees. The following pages contain modifications to the 1992-95 labor agreement which will facilitate the provision of van service by Union employees. If market conditions change such that METRO or the UNION desires to readdress van service, METRO and the UNION will meet to negotiate.

Dated this 25th day of July, 1995.



King County



ATU Local 587, AFL-CIO

ATTACHMENT 3

ARTICLE XIV - RATES OF PAY

SECTION 1 - WAGE RATES AND WAGE PROGRESSIONS

Change B.5 Part-time Operators selected for Full-time Operator positions and On-Call and Part-time Conductors selected for Full-time Conductor positions will retain their part-time or on-call wage rate step and will be given appropriate credit for part-time or on-call service in their wage step as follows, providing there is not more than a two (2) day break in service. The credit shall be calculated by giving one-half (1/2) credit for the period of time worked in that step, rounding upward to the nearest one-half (1/2) month and applying that period to the full-time qualification date.

Add:

Section 5 - Articulated Coach Premium

A twenty-five cent (\$.25) per hour premium will be paid to Transit Operators for actual time driving an articulated coach when the equivalent of 215,000 annual hours of van service is in operation or not later than the September, 1997 service change, whichever comes first.

The per hour artic premium will be increased to fifty cents (\$.50) when the equivalent of 275,000 annual hours of van service is in operation.

If, after reaching the 275,000 hour threshold, van service is reduced below the equivalent of 200,000 annual hours, then METRO and the UNION agree to meet to implement one of the following options: reduction of the artic premium, reduction in force, or any mutually agreeable option which will reduce costs to an equivalent point.

If, after reaching the 215,000 hour threshold or after the September, 1997 service change date, van service hours are reduced to the equivalent of 100,000 annual hours or less, then METRO and the UNION agree to meet to implement one of the following options: reduction of the artic premium, return to the 1992-95 Labor Agreement language in Article XXV, Special Conditions, Section 10-Subcontracting, paragraph D., or any mutually agreeable option which will reduce cost to an equivalent point.

SECTION 1 - DEFINITION OF EMPLOYEES

Change C. 1. Group D Operators will be paid their normal hourly rate or the van service rate, if applicable, and shall have the same guarantee as a part-time Operator for each tripper assignment worked.

Add:

E. Van service shall mean work assignments of a Transit Operator who drives a vehicle with a passenger capacity of twenty-five (25) or less, with an overall length not to exceed twenty-six (26) feet, and which is not built on an urban transit vehicle chassis. METRO and the UNION will determine jointly whether vehicles to be used for service meet the above definition.

Add:

F. When operating a van, Operators who pick van service assignments or van service Extra Board positions will be paid at eighty-five percent (85%) of their bus wage rate (current Transit Operator rate of pay). All benefits paid to Operators picking van service will be paid at the van service wage rate.

SECTION 2 - FULL-TIME GUARANTEES

A. Full-time Operators will not be required to accept Part-time Operator status. Full-Time Operators whose full-time qualification date is prior to June 3, 1995, will not be required to pick van service assignments.

H. Effective with the fall shake-up of 1992, the minimum number of full-time bus runs shall be seven hundred and fifty (750). Subsequently, the minimum number of full-time bus runs will increase or decrease by one (1) for each noon bus day base unit increase or decrease, respectively, compared to the previous shake-up. There shall be a minimum of one (1) full-time van run for each van day base unit.

Add:

K.

Any Operator, whose picked assignment is not van service, assigned to operate van service, will be paid at the bus wage rate. Any Operator, whose picked assignment is van service, assigned to operate a bus will be paid at the bus wage rate. Any Operator, whose picked assignment is van service, and whose entire day's assignment is bus service, shall be paid any make-up pay at the bus wage rate.

L.

A baseline of existing service hours will be established on September 1, 1995. At the beginning of each year, van service, including dial-a-ride service, shall not exceed the following percentage of total system hours:

1996	6%
1997	7%
1998	8%
1999	9%
2000 and beyond	10%

For any yearly decrease in service, METRO will reduce at least one (1) hour of van service for each hour of bus service reduced, provided that bus service will not be reduced below the bus baseline until such time as van service also is reduced to the van baseline.

SECTION 7 - RUNS

F.

It is understood and agreed that the percentage of straight-through day bus runs to the total of all straight-through bus runs shall not be less than fifty-eight percent (58%). The percentage of straight-through bus runs on Saturday shall be seventy percent (70%). It is understood and agreed that the percentage of straight-through day van runs to the total of all straight-through van runs shall not be less than fifty-eight percent (58%). The percentage of straight-through van runs on Saturday shall be sixty percent (60%) until February, 1998, and seventy percent (70%) thereafter. There shall be no combos on Sunday.

- G. When preparing Operators' assignments, METRO will make the total number of straight-through day bus runs, for the system, at least equivalent to seventy percent (70%) of the bus day base units on weekdays or Saturdays. Bus day base units are defined as the number of buses operating regularly scheduled service at 12:00 noon each weekday or Saturday. When preparing Operators' assignments, METRO will make the total number of straight-through day van runs, for the system, at least equivalent to seventy percent (70%) of the van day base units on weekdays. When preparing Operators' assignments, METRO will make the total number of straight-through day van runs, for the system, at least equivalent to sixty percent (60%) until February, 1998, and seventy percent (70%) thereafter of the van day base units on Saturdays. Van day base units are defined as the number of vans operating regularly scheduled service at 12:00 noon each weekday or Saturday.

SECTION 8 - EXTRA BOARD

- B. Add:
For bases with a van service Extra Board, any newly hired Operators shall be placed at the bottom of the van service Day Board.

SECTION 9 - REPORT OPERATORS

- J. Add: A single continuous van report time which is consecutive with a bus assignment will be paid at the bus wage rate. All other van report time will be paid at the van wage rate.
- K. Add: When needed, van reports will be created in the same manner as and in general proportion to bus reports.

L.

The Operator with the earliest first report time gets the first piece of work that is or becomes available within his/her spread, except in cases of emergency. If the assignment is less than eight (8) hours work time, the Operator may be assigned additional work within the terms of this AGREEMENT. When assignments have the same quit time, the rules of work assignments also apply to Operators on report. Operators on late report follow the last Report Operator and last Operator on pass-up. When necessary for Report Operators to be assigned work at another base, they shall be paid ~~the actual travel time to the other base and~~ straight through until the start of the assignment and shall be paid actual travel time returning to the original base.

SECTION 12 - SPECIAL ALLOWANCES

H.

Add: If van service Operators work a combination of van and bus assignments and spread pay applies, all spread pay will be calculated at the bus wage rate.

SECTION 13 - QUALIFICATION

Add:

M.

Bus Extra Board Operators and all bus Report Operators may be required to qualify on van service at the same operating base. When necessary, Extra Board Operators (with Day Board and Night Board considered separately) will be required to qualify on van service in inverse order of seniority only after volunteers have been qualified. Bus Extra Board Operators required to qualify on van service will be paid at the bus wage rate.

Add:

N.

Operators who pick bus service will be paid to qualify on bus service at the bus wage rate. Operators who pick van service will be paid to qualify on van service at the van wage rate.

SECTION 14 - OVERTIME

- I. METRO shall guarantee fifty-five (55) overtime bus trippers each weekday of a weekday schedule for selection in the pick room according to the following:
1. Regular Operators may select one (1) weekday overtime tripper per day at the pick. Extra Board Operators may select weekday overtime trippers at the pick for their RDO's only.
 2. METRO shall determine the location of the trippers and the numbers allocated to each base for the pick after consultation with the UNION Part-Time Pick Coordinator.
 3. If the number of posted trippers for pick are not completely picked by Full-Time Operators, the balance shall be assigned according to the work rules.
 4. The number of guaranteed overtime trippers will remain constant each shake-up.
 5. Operators who have picked an overtime tripper will be assigned that tripper on the days picked unless excused.
 6. Operators may only pick weekday overtime trippers at the base that they have picked.

Add:

- J. Van service Operators working overtime on buses will be compensated at the bus wage rate at their current step in the wage progression. Van service Operators driving both bus and van service on their regular day to work will earn overtime at the bus wage rate not to exceed the number of hours worked on buses.

- K. Any voluntary overtime assigned outside of the normal assignment sequence as specified in paragraph D above will be considered scrounging and will be paid at the applicable wage rate for the equipment operated. [Paragraph D referenced above is on pages 79 and 80 of the current Labor Agreement]

Add:

SECTION 16 - VAN SERVICE

For the purposes of pick, move-ups, Extra Board assignments, qualification, overtime assignments, and layoff book guarantees, van service within an operating base will be treated as a separate base.

ARTICLE XVI - PART-TIME TRANSIT OPERATORS

SECTION 1 - DEFINITION OF EMPLOYEES

Renumber current paragraph as A,

Add:

A Part-Time van service Operator is guaranteed three (3) hours straight time pay or pay for actual hours worked, whichever is greater, for each tripper worked.

- B. **Van service shall mean work assignments of a Transit Operator who drives a vehicle with a passenger capacity of twenty-five (25) or less, with an overall length not to exceed twenty-six (26) feet, and which is not built on an urban transit vehicle chassis. METRO and the Union will determine jointly whether vehicles to be used for van service meet the above definition.**
- C. **When operating a van, Operators who pick van service assignments will be paid at eighty-five percent (85%) of their bus wage rate (current Transit Operator rate of pay). All benefits paid to Operators picking van service will be paid at the van service wage rate.**
- D. **For the purposes of pick, move-ups, qualification, layoff book guarantees, ATL assignments, vacation picks, and vacation reliefs, van service within an operating base will be treated as a separate base.**
- E. **Part-time Operators whose qualification date is prior to June 3, 1995, will not be required to pick van service assignments.**
- F. **Any Operator, whose picked assignment is not van service, assigned to operate van service, will be paid at the bus wage rate. Any Operator, whose picked assignment is van service, assigned to operate a bus will be paid at the bus wage rate.**

Section 3 - WORK ASSIGNMENTS

- G. **If the start time and/or quit time of any assignment picked by a Part-Time Operator is permanently changed or if the assignment is canceled, the pay time of the picked assignment will be guaranteed for the remainder of the shake-up.**

SECTION 7 - SPECIAL ALLOWANCES

Add:

- E. Van service Operators driving a bus for a portion of a day will be paid overtime at the bus wage rate for any hours in excess of eight as long as the excess hours do not exceed the hours worked on a bus assignment.

ATTACHMENT 3

Section 10 - SUBCONTRACTING

Section D is revised as follows:

~~Subcontracted transit service (formerly known as paratransit contract service) programs will be provided in areas where conventional transit service has not been or is not anticipated to be successful (productive) in METRO's judgment. In no event shall the total number of subcontracted transit service hours exceed one hundred thousand (100,000) hours during the term of this AGREEMENT. Such service shall not utilize coaches with a capacity greater than twenty five (25) passengers. METRO reserves the right to alter schedules or conditions of said service; however, subcontracted transit service programs shall not operate within the city limits of Seattle. METRO agrees to convert existing fixed route subcontracted service to van service as defined in Articles XV and XVI by September, 1996. No later than December 1, 1995, METRO and the UNION will meet to negotiate discontinuing subcontracting dial-a-ride service. If the parties are unable to reach agreement by March 29, 1996, on this issue, METRO may continue subcontracting dial-a-ride service to a maximum of one and one-half percent (1.5%) of total service hours. After January 1, 1997, if the parties still have not reached agreement, METRO may subcontract dial-a-ride service to a maximum of two percent (2%) of total service hours.~~

ARTICLE XXV - SPECIAL CONDITIONS

Section 10 - SUBCONTRACTING

Section D is revised as follows:

~~Subcontracted transit service (formerly known as paratransit contract service) programs will be provided in areas where conventional transit service has not been or is not anticipated to be successful (productive) in METRO's judgment. In no event shall the total number of subcontracted transit service hours exceed one hundred thousand (100,000) hours during the term of this AGREEMENT. Such service shall not utilize coaches with a capacity greater than twenty five (25) passengers. METRO reserves the right to alter schedules or conditions of said service; however, subcontracted transit service programs shall not operate within the city limits of Seattle. METRO agrees to convert existing fixed route subcontracted service to van service as defined in Articles XV and XVI by September, 1996. No later than December 1, 1995, METRO and the UNION will meet to negotiate discontinuing subcontracting dial-a-ride service. If the parties are unable to reach agreement by March 29, 1996, on this issue, METRO may continue subcontracting dial-a-ride service to a maximum of one and one-half percent (1.5%) of total service hours. After January 1, 1997, if the parties still have not reached agreement, METRO may subcontract dial-a-ride service to a maximum of two percent (2%) of total service hours.~~

ATTACHMENT 3