



KING COUNTY

1.00 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 4, 2004

Ordinance 15036

Proposed No. 2004-0457.1

Sponsors Patterson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Amalgamated Transit Union, Local 587
4 representing employees in the departments of transportation
5 and executive services; and establishing the effective date
6 of said agreement.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The collective bargaining agreement negotiated between King

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County and Amalgamated Transit Union, Local 587 representing employees in the

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departments of transportation and executive services and attached hereto is hereby

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approved and adopted by this reference made a part hereof.

14 RECEIVED SECTION 2. Terms and conditions of said agreement shall be effective from
 2004 OCT -7 PM 12:00
 15 November 1, 2004, through and including October 31, 2007.
 16 KING COUNTY COUNCIL CLERK

Ordinance 15036 was introduced on 9/20/2004 and passed by the Metropolitan King County Council on 10/4/2004, by the following vote:

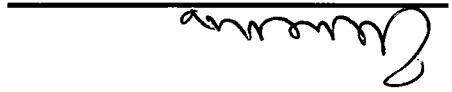
Yes: 10 - Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. McKenna, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine
 No: 0
 Excused: 3 - Mr. Phillips, Ms. Edmonds and Mr. Ferguson

KING COUNTY COUNCIL
 KING COUNTY, WASHINGTON



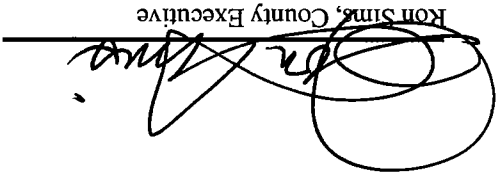
Larry Phillips, Chair

ATTEST:



Anne Norris, Clerk of the Council

APPROVED this 10 day of October 2004.



Ron Sims, County Executive

Attachments A. Agreement between Amalgamated Transit Union, Local 587 and King County

AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY

15036

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AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY

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".

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO
and the Employees represented by the UNION. In order to best serve the public interest, the parties
agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, METRO and
the UNION 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 4, Section 3, specific major infractions which will
result in discharge or, under certain circumstances, suspension.

DEFINITIONS

The terms "negotiate" or "bargain", as used in this AGREEMENT, shall mean the duty to
meet upon request and negotiate with an intention of arriving at an agreement. Unless specifically
stated, the use of these terms does not require that the issue be submitted to arbitration if no

agreement is reached.

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1	The term "extreme emergency", as used in this AGREEMENT, shall mean a circumstance
2	which is beyond the control of METRO, such as an act of nature.
3	The term "emergency", as used in this AGREEMENT, shall mean a circumstance which is
4	beyond the control of METRO at the time action is required and which could not reasonably have
5	been foreseen on that occasion.
6	The term "eligible dependent", as used in METRO's medical and dental plans, shall mean an
7	Employee's spouse/domestic partner and unmarried dependent children of the Employee, the
8	Employee's spouse or the Employee's domestic partner. Such children shall be eligible up to age 19
9	or, if full-time students, up to age 23. Special provisions extend coverage indefinitely for children
10	with mental or physical disability.
11	The term "marital status", as used in this AGREEMENT, shall mean the legal status of being
12	married, single, separated, divorced, or widowed as defined in RCW 49.60.180.
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 "domestic partner" shall mean a person living with an Employee if he/she and the
19	Employee:
20	1. Share the same regular and permanent residence, and
21	2. Have a close personal relationship, and
22	3. Are jointly responsible for basic living expenses, and
23	4. Are not married to anyone, and
24	5. Are at least 18 years of age, and
25	6. Are not related by blood closer than would bar marriage in the State of Washington,
26	and
27	7. Are each other's sole domestic partner and are responsible for each other's common
28	welfare.

1 CONVENTIONS

2 The parties agree that the term "Employee" (upper case E), whenever used, whether singular

3 or plural, means and applies to those employees of METRO included within the Bargaining Unit, and

4 that this AGREEMENT covers only those Employees.

5 References to an Article shall mean the respective Article of this AGREEMENT, unless

6 otherwise specified.

7 References to a Section shall mean the respective Section of the Article of this AGREEMENT

8 in which the reference is contained, unless otherwise specified.

9 References to a Paragraph shall mean the respective Paragraph of the Section and Article of

10 this AGREEMENT in which the reference is contained, unless otherwise specified.

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

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ARTICLE 1: UNION/MANAGEMENT RELATIONS

SECTION 1 - SOLE BARGAINING AGENT

A. METRO recognizes the UNION as the sole bargaining agent for those Employees

working in the job classifications listed in Articles 15 through 26 and Exhibit A. Current or future

Employees assigned to perform work which historically or traditionally has been Bargaining Unit

work at METRO or its successors, or which is agreed or legally determined to be Bargaining Unit

work, also shall be covered by the terms of this AGREEMENT.

B. METRO and the UNION agree that no Employee shall be discriminated against

because of UNION membership or non-membership.

C. METRO will notify the UNION of any change in any existing Bargaining Unit job

description prior to the implementation of the change.

SECTION 2 - UNION MEMBERSHIP

A. Each Employee shall make application to become a member of the UNION within

thirty (30) days after his/her date of employment, except as otherwise restricted, or provided for, by

law. However, if the Employee qualifies for a bona fide religious objection to UNION membership

as described in RCW 41.56.122, the above requirement shall be satisfied by the payment of an

amount equal to initiation fees and regular UNION dues to a non-religious charitable organization

approved by the UNION.

B. Failure by any Employee to satisfy the requirements of Paragraph A or to maintain

payment of dues, fees, and/or assessments shall constitute cause for dismissal; however, METRO has

no duty to act until the UNION makes a written request for discharge and verifies that the Employee

received written notification of the delinquency, including the amount owing and method of

calculation, and notification that nonpayment within seven (7) days will result in discharge by

METRO.

C. Calculation of the thirty (30) day period in Paragraph A shall not include periods of

temporary employment of less than ninety (90) continuous days.

D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to

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 hereto 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.

SECTION 3 - LIST OF NEW OR TERMINATING EMPLOYEES

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

SECTION 4 - UNION INSIGNIA

8 METRO Employees may wear, while on duty, the standard type of UNION insignia

9 prescribed by the ATU International. The wearing of such insignia by a UNION member shall not be
10 cause for discipline.

SECTION 5 - MANAGEMENT RIGHTS

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

SECTION 6 - UNION BULLETIN BOARDS

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

SECTION 7 - LABOR-MANAGEMENT RELATIONS COMMITTEE

A. METRO and the UNION agree to maintain a committee to be known as the

"Labor-Management Relations Committee". This committee shall be scheduled to meet monthly for the purpose of discussing, approving, and/or proposing resolutions to:

- 1. Issues or problems of METRO policy which affect the Bargaining Unit and which either party requests be placed on the agenda.
- 2. Issues or problems of contract administration, other than formal grievances which are being processed, unless mutually agreed by both parties.
- 3. Reports from division level labor-management committees.
- 4. Other matters of mutual concern.

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

SECTION 8 - JOINT SAFETY COMMITTEE

The Joint Safety Committee shall meet once each quarter or when requested by either the UNION or METRO. The committee shall consist of three (3) members appointed by METRO and three (3) members appointed by the UNION. Duties of the committee shall be restricted to discussing safety goals and making recommendations to help METRO improve safety standards for all METRO job classifications.

SECTION 9 - JOINT SECURITY STEERING COMMITTEE

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

SECTION 10 - COMMITTEE SELECTIONS

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

SECTION 11 - PRINTING OF THE AGREEMENT

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1 Upon completion of contract negotiations and agreement on and ratification of a new
2 AGREEMENT, METRO and the UNION will equally share the costs of printing copies of the new
3 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

METRO and the UNION 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 Bargaining Unit 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. METRO and the UNION

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.

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ARTICLE 3: GENERAL CONDITIONS

SECTION 1 - TECHNOLOGICAL CHANGE

A. If METRO considers a technological change that has an impact on the wages,

hours or working conditions of any Employee, METRO agrees to notify the UNION within sixty (60) days in advance of implementation of such technological change and further agrees to negotiate with

the UNION any impact or effect upon any Employee.

B. If a technological change results in the creation of a new job classification which is

appropriately included in the Bargaining Unit, METRO agrees to negotiate the wages, hours and

working conditions with the UNION.

C. If a technological change results in the displacement of an Employee, the transfer

and/or retraining of the displaced Employee will be negotiated with the UNION.

SECTION 2 - LOST AND FOUND ITEMS

Each lost article found by an Employee shall be turned in to the base at a secured, locked drop

box provided by METRO or to the Lost and Found Office. If, after a reasonable length of time, the

article is unclaimed by its owner, the article shall be returned to the finder; provided that the finder

claims the article within the thirty (30) days after the list of unclaimed articles is posted in the bases;

and, provided further that "return if unclaimed" and Employee's name and Employee identification

number appear on the lost and found tag. Articles to be returned to Employees will be held in a

secured locked area.

SECTION 3 - PAYROLL DEDUCTIONS

No payroll deduction shall be made, except those required by law or authorized by the

Employee. An Employee may directly deposit his/her entire paycheck to any financial institution

affiliated with the Northwest Clearing House Association.

SECTION 4 - RESTROOMS AND FIRST AID FACILITIES

A. METRO will arrange for adequate restrooms to be used by Employees on all routes

and shall take all reasonable steps to ensure their sanitary condition. Any other restroom on an

Employee's route may be used in an emergency situation. METRO shall arrange for and designate

restroom facilities as near as possible to each terminal of each route. METRO will identify potential

1 restrooms for new routes and meet with the UNION to review the routes prior to forwarding them for

2 Council approval.

3 B. METRO will provide sanitary and adequate toilet facilities, and a first aid area and

4 required equipment at all permanent work sites.

5 **SECTION 5 - CONTRIBUTIONS AND SOLICITATIONS**

6 A. No Employee shall be compelled by management to contribute to any charitable,

7 civic or other public fund or collection. Such contributions shall be on a voluntary basis.

8 B. METRO will not solicit complaints or comments from Employees concerning their

9 wages, hours, or material working conditions without the approval of the UNION.

10 **SECTION 6 - DEFECTIVE EQUIPMENT**

11 METRO will pay all fines for speeding and/or defective equipment issued against an

12 Employee driving a METRO vehicle with defective or missing equipment.

13 If an Employee receives a fine for speeding and/or defective equipment as described above,

14 METRO shall pay up to one thousand dollars (\$1,000) for the Employee's reasonable attorney fees

15 for litigating the fine. No Employee is eligible for more than one thousand dollars (\$1,000) of

16 reimbursement during the life of this AGREEMENT. This shall not apply where an Employee was

17 aware of or should have been aware of and failed to report the defective equipment and/or missing

18 equipment for which the fine was issued.

19 **SECTION 7 - LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES**

20 No Employee shall be required to take a lie detector test or be subject to unlawful

21 surveillance. Random or indiscriminate surveillance will not be made by means of recording

22 equipment and/or telephones without advance consent from the President/Business Representative of

23 the UNION, unless such surveillance is for the security of the public and/or Employees in the

24 Downtown Seattle Tunnel System or for the security of METRO funds in fixed locations other than

25 revenue vehicles. No Employee will be disciplined for work conduct observed on a security

26 surveillance system, except for conduct constituting a major infraction as listed in Article 4,

27 Section 3.

28 **SECTION 8 - SERVICE LETTER**

SECTION 11 - VENDING MACHINE PROCEEDS

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

D. METRO may subcontract dial-a-ride service to a maximum of three percent (3%)
performed by current members of the Bargaining Unit.
meet with the UNION to explore all cost effective alternatives which would allow the work to be
such circumstance only. Prior to entering into any such sub-contracting arrangements, METRO will
a timely manner, METRO shall be allowed to enter into temporary subcontracting arrangements for
not reasonably be able to provide the necessary tools, personnel or equipment to perform the work in
action is required and which could not reasonably have been foreseen, and for which METRO could
C. In the case of a circumstance, which is beyond the control of METRO at the time

contracting shall not be considered a violation of this AGREEMENT.
all or part of the work to be performed due to the limitations imposed by the funding agreement, such

B. If, in order to secure funding for a specific project, METRO is required to contract
Bargaining Unit.
Bargaining Unit if the contracting of such work eliminates or reduces the normal workload of the
A. METRO shall not contract out work historically performed by members of the

SECTION 10 - SUBCONTRACTING

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

SECTION 9 - METHOD OF NOTIFICATION

letter showing his/her term of service and the position(s) in which he/she was employed.
Upon request or termination of service with METRO, an Employee, promptly will be given a

1 A. METRO agrees to lease space for vending machines in Transit facilities to an

2 organization which will in turn contract with the UNION for payment of the historical and traditional

3 twenty-five percent (25%) of the net proceeds it receives from these vending machines to the ATU,

4 Local 587 Support Group or Retirees Chapter for social, recreational and charitable purposes.

5 B. METRO will not terminate its contract with MERRA and/or its successors as long

6 as that organization agrees to provide the aforesaid twenty-five percent (25%) of the net proceeds.

7 **SECTION 12 - PROBATIONARY PERIOD**

8 Each full-time Employee, except as modified by Article 26, Section 2, shall have a six (6)

9 month probationary period commencing with his/her date of employment and/or date of qualification,

10 where required. A Part-Time Transit Operator who has completed probation and who becomes a

11 Full-Time Transit Operator will not serve a second probationary period. A Part-Time Transit

12 Operator who has not completed probation and who becomes a Full-Time Transit Operator will

13 complete a Full-Time Transit Operator probation, receiving one (1) day of credit towards his/her Full-

14 Time Transit Operator probation for every two (2) days of Part-Time Transit Operator service. Upon

15 qualification, each Assigned Rider Information Specialist, On-Call Customer Assistance

16 Representative, and On-Call Waterront Streetcar Conductor shall have a probationary period of one

17 (1) calendar year or one thousand forty-four (1044) work hours, whichever comes first. Upon

18 qualification, each Part-Time Transit Operator shall have a probationary period of one (1) calendar

19 year. Upon satisfactory completion of this evaluation period, the Employee will enjoy all rights of

20 regular Employee status.

21 **SECTION 13 - DETAILS AND TEMPORARY ASSIGNMENTS**

22 Where a vacancy occurs in any position in the Bargaining Unit which is to be filled by detail

23 or temporary appointment, Employees of METRO who are capable and desirous of doing the work

24 shall be given first consideration before any outside help is employed. Such vacancy shall be posted

25 and filled in accordance with METRO's Merit System. Among Employees seeking any such

26 position, seniority shall be considered in filling the position.

27 **SECTION 14 - VACATION AND AC DONATION**

28 Each calendar year, an Employee may donate up to fifty percent (50%) of his/her available

1 vacation leave and up to one-hundred percent (100%) of his/her AC time, in eight (8) hour
2 increments, to individuals employed by King County. Donated vacation and AC become the property
3 of the recipient. Donated vacation may not be cashed out by the recipient upon retirement. Vacation
4 and AC time may be donated only to an individual employed by King County who has exhausted, or
5 will have exhausted within five (5) calendar days following receipt of the donation request in the
6 Payroll Section, his/her sick leave, vacation and AC time.

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ARTICLE 4: DISCIPLINE

SECTION 1 - GENERAL

1 A. METRO shall have exclusive authority to suspend any Employee without pay for a
2 period not to exceed thirty (30) days for a single offense in accordance with this AGREEMENT;
3 provided, however, that if such suspension is unjustifiable, the Employee shall be paid for the time
4 lost; and further provided that, no Employee shall be relieved of duty or suspended for minor
5 infractions of rules, where no damage or injury results, without first making an investigation.
6 B. An Employee called as a witness by METRO, during an investigation or hearing,
7 shall receive regular compensation as set forth in Article 10, Section 11.

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

SECTION 2 - TYPES OF DISCIPLINE

13 A. Types of discipline shall include oral reminders, written reminders, disciplinary
14 probation, decision making leave, suspension, and discharge.
15 B. Oral or written reminders will be given to the Employee by his/her immediate
16 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will
17 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder
18 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge
19 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in
20 writing, with a copy filed in the Employee's service record within a reasonable time after the
21 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

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

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

SECTION 3 - TYPES OF MAJOR INFRACTIONS

A. Major infractions include:

- Gross misconduct
- Insubordination
- Gross negligence

- Theft of METRO funds or property or job related theft
- Misappropriation - the personal use of METRO funds or property

- The use of intoxicants or the odor of intoxicants

- The use or odor of narcotics or abuse of controlled substances

- Preventable accidents in accordance with the accident point system

- Late reports, absences, and unexcused absences, in accordance with

Section 6

- Late occurrences and unexcused absences, in accordance with Article 17,

Section 11, and Article 18, Section 12

- Falsification of sick reports

- Falsification of applications or any other official METRO documents

- Willful failure to turn in lost articles

- Willful destruction or damage to METRO property/possessions

- Serious or repeated sexual harassment

- Committing a felony while on duty or conviction of a job-related felony

- Serious or repeated discrimination, as prohibited under Article 2.

B. Major infractions will result in discharge unless METRO determines that there are

unusual circumstances which cause a suspension to be appropriate. Infractions, other than those

listed above, shall be considered minor infractions.

SECTION 4 - DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS

A. The following are examples of specific categories of minor infractions: passenger

relations, off-route operation, off-schedule operation, failure to stop for passengers or failure to

unload passengers, traffic code violations, failure to report any traffic violation conviction other than

parking, out of uniform violations, smoking in a METRO facility or vehicle, willful failure to follow

other procedures or directives, not properly accounting for passenger fares, safety related infractions,

fuel nozzle breakage, and willful failure to report defective equipment.

B. Disciplinary actions issued within a twelve (12) month period within a category of

minor infraction shall be administered in the following manner:

1. First minor infraction - Oral Reminder.

2. Second minor infraction - Written Reminder.

3. Third minor infraction - Appropriate discipline for the severity of the

infraction, which could include retraining or suspension.

4. Fourth minor infraction - Decision making leave

5. Fifth minor infraction - Discharge

SECTION 5 - REMOVING INFRACTIONS

A minor infraction which is one (1) year old shall be crossed off the Employee's record.

Future disciplinary action will be based on the number of infractions that remain. For example, if an

Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on

January 3rd of the next year. When an Employee takes a leave of absence that is at least thirty (30)

calendar days, the total time on leave will be added to the one (1) year period that must elapse before

a minor infraction is crossed off that Employee's record. A permanent record of all minor infractions

will be maintained.

SECTION 6 - MISSES

A. METRO and the UNION recognize that METRO provides an essential public

service and that Employees have the responsibility and the obligation to report for all assignments

unless previously excused.

B. If an Employee is late, the Employee is encouraged to report for possible

1 assignments if work is available under other conditions, as noted in this AGREEMENT.

2 C. An Employee requesting work on his/her RDO, who fails to report for work or

3 who reports for work late, will be subject to the policies defined in this AGREEMENT.

4 D. Except in Vehicle Maintenance and Facilities Maintenance, misses include late

5 reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences

6 recorded in a sixty (60) calendar day period shall be subject to the following controls:

7 • First - Informational Notice.

8 • Second - Oral Reminder.

9 • Third - Written Reminder.

10 • Fourth - Discharge, unless METRO determines that there are unusual

11 circumstances which cause a suspension to be appropriate.

12 E. All misses in a twelve (12) month period will be subject to the following:

13 • First through fourth - Informational Notice

14 • Fifth - Oral Reminder

15 • Sixth - Written Reminder

16 • Seventh - Two (2) day suspension

17 F. Any Employee who has acquired seven (7) misses in a twelve (12) month period

18 will be placed on attendance probation.

19 1. The attendance probation will begin upon the completion of the suspension

20 imposed as a result of the seven (7) misses.

21 2. The Employee will be offered a program of assistance from both METRO

22 and the UNION in developing a plan to improve attendance.

23 3. During the attendance probation, the language of Paragraph H will not

24 apply.

25 4. For each miss that occurs during the attendance probation, the Employee

26 will be informed in writing of his/her status.

27 5. The Employee will be allowed no more than three (3) misses in each of the

28 two (2) following twelve (12) month periods (e.g., an Employee who was informed on 7/27/02 that

1 s/he had a seventh miss, with a two (2) day suspension on 7/28-29/02, would be on probation with no

2 more than three (3) misses allowed 7/30/02-7/29/03 and no more than three (3) misses allowed

3 7/30/03-7/29/04). An Employee who successfully completes the two (2) twelve (12) month periods

4 will no longer be on attendance probation.

5 6. An Employee who has a fourth miss during either twelve (12) month

6 attendance probation period will be subject to discharge.

7 7. The attendance probation periods will be extended by any unpaid leave or

8 industrial injury in excess of ten (10) consecutive days.

9 G. Four (4) consecutive workdays of absence without leave will be considered a

10 resignation.

11 H. A continuous record of sixty (60) days without a miss will cancel the first late

12 report or absence that is less than twelve (12) months old. Thereafter, each continuous thirty (30)

13 days without a miss will cancel the next late report or absence on the Employee's record, until all are

14 cancelled. Should the Employee have a miss, another sixty (60) day period must be completed before

15 more cancellations will be made. For the purpose of administering this Paragraph, any time missed

16 from work due to unpaid leaves of absence or suspension will not be counted toward a continuous

17 record of sixty (60) and/or thirty (30) days without a miss.

18 **SECTION 7 - MISSES - TRANSIT OPERATORS**

19 A. Misses for Transit Operators include:

20 1. Unexcused Absence - Failure to report within one (1) hour after designated

21 report time or a Full-Time Operator's failure to accept late report. An unexcused absence will result

22 in loss of assignment and pay for the day.

23 2. Late Report - A Full-Time Operator reporting to work late from one (1)

24 minute up to one (1) hour after designated report time.

25 3. Absence - An unexcused absence, which has been changed to an absence,

26 or a Part-Time Operator calling the base up to thirty (30) minutes after his/her report time or reporting

27 in person up to one (1) hour after his/her report time.

28 B. A miss, which the supervisor determines was an incident of tardiness beyond the

1 control of the Employee, will be changed to an excused absence and shall not be used for disciplinary

2 purposes.

3 C. The failure to sign in, when unaccompanied by tardiness, shall be treated as a

4 minor infraction, as defined in Section 4.

5 D. The procedure for late reports and absences for Transit Operators shall be as

6 follows:

7 1. If the assigned Operator signs in within one (1) minute after the report time

8 he/she will be allowed to work his/her assignment and shall not receive a late report. The clock in the

9 reporting area will be used to determine time. If there is a dispute as to the accuracy of the clock in

10 the reporting area, the Communications Coordinator's clock will be determinant.

11 2. If the first Report Operator is assigned to work, the Base Dispatcher/Planner

12 will verbally notify the next Report Operator to be available to sign in for work.

13 3. Each Operator on late report will be assigned to the bottom of the report list

14 in order of arrival. One (1) hour of pay will be guaranteed to Full-Time Operators who are assigned

15 to late report. If an assignment can be made, normal procedures shall prevail.

16 4. At the end of one (1) hour, an Operator on late report will report to the Base

17 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on

18 report. If such Operator is continued on report, the one (1) hour guaranteed pay will be included in

19 the two and one-half (2-1/2) hour report guarantee.

20 5. If an Operator on late report fails to report to the Base Dispatcher/Planner

21 after one (1) hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is

22 given after the hour, the Operator will be paid from the beginning of the late report up to the

23 beginning of the assignment. If an Operator on late report fails to report to the Base

24 Dispatcher/Planner after one (1) hour and is notified of such by the Base Dispatcher/Planner when

25 being given the assignment, the Operator will be paid for one (1) hour of late report and for the

26 assignment, if it is worked. If an Operator on late report fails to report to the Base Dispatcher/Planner

27 after one (1) hour and is notified of such by the Base Dispatcher/Planner and is not used for an

28 assignment, the Operator will receive pay only for one (1) hour of late report.

1 If, after one (1) hour, no work is available, the Operator will be released, or
2 placed at the bottom of the report list for work later in the day at a minimum pay of two and one-half
3 (2-1/2) hours.
4
5 7. A Part-Time Operator who has an absence will lose his/her assignment and
6 pay for that day, except that a Part-Time Operator who has an absence on his/her first piece of work
7 may be assigned to work his/her second piece of work.
8 E. The procedures for changing misses to absences or excused absences for Transit
9 Operators shall be as follows:
10 1. A Full-Time Operator may provide a written request to the immediate
11 supervisor the same day as his/her unexcused absence. If such request is granted, the Operator either
12 will be placed at the bottom of the report list for work later in the day at minimum pay of two and
13 one-half (2-1/2) hours or will be told to return home.
14 2. A request for a miss to be changed to an absence or excused absence must
15 be presented, in writing, to the immediate supervisor, within five (5) workdays of the occurrence.
16 The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
17 absence.
18 F. The procedures for Transit Operators going on or coming off the sick list shall be
19 as follows:
20 1. An Employee, who calls his/her immediate supervisor and requests to be
21 put on the sick list less than thirty (30) minutes before his/her report time, will be put on the sick list
22 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 (5) 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.
3. A Transit Operator coming off the sick list must notify the base by 10:00

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

4 **SECTION 8 - MISSES - EMPLOYEES OTHER THAN TRANSIT OPERATORS,**

5 **VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES**

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

7 1. Late Report - Reporting to work late from one (1) minute up to one (1) hour after designated report time.

8 2. Unexcused Absence - Failure to report for work within one (1) hour of designated report time.

9 3. Absence - Any unexcused absence that has been changed to an absence by the immediate supervisor/designee.

10 B. The immediate supervisor can assign an Employee work, paying only for time worked, in six (6) minute increments.

11 C. Requests by an Employee for a miss to be changed to an absence or an excused absence must be presented, in writing, to the immediate supervisor within five (5) workdays of the occurrence.

12 D. The procedures for Employees reporting back to work after time on the sick list shall be determined by the appropriate Division.

13 1. An Employee, who calls his/her immediate supervisor and requests to be put on the sick list less than thirty (30) minutes before his/her report time, will be put on the sick list and will be given an unexcused absence.

14 2. An Employee who has called in sick and has been given an unexcused absence, may make a written request to his/her immediate supervisor, within five (5) workdays of the Employee's return to work, to change the unexcused absence to an excused absence.

15 The immediate supervisor shall determine whether the circumstances warrant a change from an 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. Those

4 Employees who are 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 ten (10) days of the notification of discharge.

8 METRO will schedule the termination review and respond to the UNION, in writing, within a

9 reasonable time.

10 **SECTION 10 - CLAIMS OF UNJUST SUSPENSION OR DISCHARGE**

11 If an Employee claims to have been unjustly suspended or discharged during the term of this

12 AGREEMENT, the Employee will follow the grievance procedures outlined in this AGREEMENT.

13 **SECTION 11 - WRONGFULLY SUSPENDED OR DISCHARGED**

14 A. If, after review of a suspension or discharge, it is mutually agreed that an Employee

15 who was suspended or discharged was completely blameless of charges regarding the offense, he/she

16 shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as

17 though he/she had not been suspended or discharged. No entry shall be made on the Employee's

18 record of such suspension or discharge.

19 B. If, however, after such a review, it is found that the Employee in question was not

20 completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon

21 what, if any, portion of the wages he/she would have earned should be restored to him/her.

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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.

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 Division of the Department of Executive Services shall be filed with the person noted in [brackets] below.

Step 1: Within fifteen (15) days of the act or knowledge of the act being

grieved, the Employee shall present the written grievance to his/her supervisor/designee. Thereafter, the supervisor/designee shall meet with the Employee and a Shop Steward/UNION Officer, unless

waived in writing by the Employee, to discuss the grievance. METRO shall, within twenty (20) days after receipt of the grievance, notify the UNION of its decision by fax and/or written copy. If the

UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within ten (10) days of such notification. Such referral must be in writing.

Step 2: The grievance shall be presented to the manager/designee. Thereafter, the manager/designee shall meet with the Employee and the UNION Business

1 Representative/designee to review and discuss the grievance. If a grievance involves discipline, the
2 person who issued the discipline will not conduct the meeting. METRO shall, within twenty (20)
3 days from receipt of the Step 2 referral, notify the UNION in writing of its decision. The UNION
4 Business Representative/designee may, within ten (10) days from the notification, refer the grievance
5 to Step 3. Such referral must be in writing.

6 **Step 3:** The grievance shall be presented to Transit Human Resources

7 [Manager of King County Labor Relations/designee]. Thereafter, the Employee and UNION

8 Business Representative/designee will meet with a committee consisting of a Transit Human

9 Resources designee [Manager of King County Labor Relations/designee], manager/designee and

10 other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be
11 held and a written decision shall be sent to the UNION within forty (40) days after receipt of the Step

12 3 referral. If no agreement can be reached at Step 3, the UNION Business Representative/designee

13 may appeal to arbitration by notifying Transit Human Resources [Manager of King County Labor

14 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax,

15 within sixty (60) days after the UNION receives the Step 3 decision.

16 **D.** If a grievance arises that involves an Employee's discharge, it shall be handled in

17 the following manner:

18 **Step 1:** Within fifteen (15) days of the act or knowledge of the act being

19 grieved, the Employee shall present the written grievance to his/her supervisor/designee. Prior to a

20 Step 1 hearing, the discharged Employee may choose to appeal his/her discharge to the King County

21 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION

22 procedure. If the Employee chooses to be represented by the UNION, he/she waives any right to

23 appeal to the King County Personnel Board. The supervisor/designee shall meet with the Employee

24 and the UNION Business Representative/designee (unless waived in writing by the Employee) to

25 discuss the grievance. METRO shall, within twenty (20) days after receipt of the grievance, notify

26 the UNION of its decision by fax and/or written copy. If the UNION Business

27 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within

28 ten (10) days of such notification. Such referral must be in writing.

1 Step 2: The grievance shall be presented to Transit Human Resources

2 [Manager of King County Labor Relations]. Thereafter, the Employee and UNION Business

3 Representative/designee will meet with a committee consisting of a Transit Human Resources

4 designee [Manager of King County Labor Relations/designee], manager/designee and other

5 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held

6 and a written decision shall be sent to the UNION within forty (40) days after receipt of the Step 2

7 referral. If no agreement can be reached at Step 2, the UNION Business Representative/designee may

8 appeal to arbitration by notifying Transit Human Resources [Manager of King County Labor

9 Relations] in writing. Such referral must be sent by registered mail, certified mail or fax within sixty

10 (60) days after the UNION receives the Step 2 decision.

11 E. Time spent by Employees adjusting grievances and/or pursuing arbitration is not

12 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during

13 the Employee's normal working hours, the Employee will not suffer a loss in compensation.

14 Grievances shall be heard during management's normal working hours unless stipulated otherwise by

15 both parties.

16 SECTION 2 - ARBITRATION PROCEDURE

17 A. If any grievance, including discharge, cannot be amicably resolved in accordance

18 with the provisions of the grievance procedure defined in Section 1, it may be submitted to the

19 Arbitration Board. The Arbitration Board shall consist of one (1) member appointed by the UNION

20 Business Representative, one (1) member appointed by METRO's Transit Human Resources, and an

21 impartial arbitrator selected using the following procedure:

22 1. METRO and the UNION shall mutually agree upon a list of six (6)

23 impartial arbitrators as soon as possible after the execution of this AGREEMENT.

24 2. The names on such list of arbitrators shall rotate and the next arbitrator

25 starting from the top of the list shall be scheduled to hear a grievance, unless METRO and the

26 UNION agree to select another arbitrator on the list. The UNION will contact the arbitrator to

27 determine his/her availability and will be responsible to schedule all requested arbitrations. The

28 selected arbitrator will then be placed at the bottom of the list.

1 3. The selected impartial arbitrator may hear more than one (1) case, if

2 mutually agreed by both parties, provided said arbitrator hears and decides each case independently

3 before proceeding to the next case.

4 4. If METRO and the UNION determine that an arbitrator is unacceptable and

5 should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be

6 scheduled for more arbitrations.

7 5. When the rotating list of arbitrators is reduced below six (6) names, the

8 parties must mutually select, within ten (10) calendar days after receipt of the Federal Mediation and

9 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to six (6) before

10 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed

11 at the bottom of the list.

12 B. The submission of a grievance to the Arbitration Board shall be based on the

13 original written grievance.

14 C. No more than one (1) grievance shall be submitted before the same arbitrator at

15 one (1) hearing, unless agreed upon in writing by both parties prior to the scheduling of the

16 arbitration.

17 D. The Arbitration Board shall settle or decide a grievance submitted for arbitration

18 within thirty (30) days after the date of the submission of post-hearing briefs, or after the date of the

19 arbitration hearing if no briefs are submitted.

20 E. The power and authority of the Arbitration Board shall be to hear and decide each

21 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of

22 this AGREEMENT.

23 1. The Arbitration Board shall not have the authority to add to, subtract from,

24 or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the

25 UNION. The Arbitration Board's decision, including upholding, modifying or setting aside any

26 disciplinary action or the award of lost wages and benefits, shall be in accordance with federal and

27 state laws, and shall be final and binding on all parties.

28 2. The decision of the Arbitration Board shall be based solely on the evidence

1 and arguments presented by the parties in the presence of each other.

2 F. The parties agree that the power and jurisdiction of any arbitrator who is chosen

3 shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

4 G. If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.

5 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be

6 responsible for the cost of its own attorney fees. If both parties agree to cancel an arbitration, prior to

7 the decision of the arbitrator, the cancellation fee shall be split by both parties.

8 H. METRO and the UNION agree to attend a pre-arbitration conference not later than

9 fourteen (14) days before each scheduled arbitration. The purpose of such conference shall be to

10 discuss and narrow issues, to explore settlement, and to treat other matters relevant to the arbitration

11 proceeding.

12 I. The arbitration hearing shall be conducted under the rules and regulations set forth

13 by the American Arbitration Association.

14 SECTION 3 - MEDICAL ARBITRATION

15 A grievance from an Employee who is removed from service or refused permission to return

16 to work from sick leave or a leave of absence due to a physical or mental disability, which prevents

17 the Employee from performing all of his/her duties, will be handled in the following manner:

18 Step 1: The Employee shall present to METRO a medical release from his/her

19 physician, which authorizes the Employee to perform, without restriction, all duties of his/her

20 position. In the absence of such medical release, the parties agree that no grievance exists. If

21 METRO does not accept the medical release, METRO will, at its expense, refer the Employee to a

22 physician of METRO's choice for a medical examination. If METRO's physician authorizes the

23 Employee's return to work, the Employee will be allowed to work and METRO will pay all back

24 wages and benefits from the date of the Employee's original medical release. If METRO's physician

25 does not authorize the Employee's return to work and the Employee still wishes to work, the Union

26 Business Representative or designee may within forty-five (45) days from notification refer the

27 grievance to Step 2. Such referral must be in writing.

28 Step 2: If the Employee's physician and METRO's physician disagree on whether the

1 Employee may return to work, the two physicians shall discuss the issue. If these physicians cannot
 2 resolve the issue, it shall be referred to the Arbitration Board in accordance with Section 2. The
 3 Arbitration Board will determine whether the Employee can perform his/her duties without
 4 restriction. The decision of the Arbitration Board shall be final and binding on the parties. Should
 5 the Arbitration Board rule in favor of the Employee, the Employee shall be returned to work without
 6 loss of seniority. The Arbitration Board shall determine the date upon which the Employee, in the
 7 Arbitration Board's opinion, was able to fully perform the duties of his/her position. The Employee
 8 shall receive all back pay and benefits from that date. Should the Arbitration Board rule in favor of
 9 METRO, the Employee (excluding entry level probationary Employees) will be given priority
 10 consideration for obtaining another King County job for which the Employee meets minimum
 11 requirements and in which he/she can be placed in accordance with METRO's Merit System. The
 12 power and the authority of the Arbitration Board shall be limited strictly to determining whether the
 13 Employee can perform his/her duties. The Arbitration Board shall not have the authority to add to,
 14 subtract from, or modify METRO's job descriptions.

SECTION 4 - EXPEDITED ARBITRATION

16 A. As an alternative to the arbitration procedure outlined in Section 2, the parties may
 17 agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either party
 18 may request an expedited arbitration process. At the time of the request, the party requesting an
 19 expedited arbitration shall outline the process desired. The requested expedited arbitration process
 20 may include, but is not limited to, some or all of the following characteristics as agreed by both
 21 parties:

- 22 1. The parties will not be represented at the hearing by attorneys;
- 23 2. The hearing will be informal and conducted under the rules and regulations
 24 set forth by the American Arbitration Association;
- 25 3. No briefs will be filed;
- 26 4. The hearing will be completed in one (1) day with neither side being
 27 allowed more than a half a day for their presentation;
- 28 5. The arbitrator will issue a decision within two business days of the hearing

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with a written opinion within thirty days;

6. The arbitrator shall be mutually selected by the parties.

B. If the parties agree on an expedited arbitration process:

1. The power and authority of the arbitrator shall be to hear and decide each

grievance and shall be limited strictly to determining the meaning and interpretation of the terms of

the AGREEMENT;

2. The arbitrator shall not have the authority to add to, subtract from, or

modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.

The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action

and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and

shall be final and binding on all parties.

3. The decision of the arbitrator shall be based solely on the evidence and

arguments presented by the parties at the hearing.

4. The expense of the impartial arbitrator shall be borne equally by both

parties.

5. The parties agree that the power and jurisdiction of the arbitrator shall be

limited to deciding whether there has been a violation of a provision of this AGREEMENT.

6. Each party shall be responsible for the cost of its own attorney fees.

C. If the parties are unable to agree within fourteen (14) calendar days of notification

on an expedited arbitration procedure, the arbitration procedure in Section 2 of this Article shall be

followed.

ARTICLE 6: SENIORITY

SECTION 1 - CALCULATING SENIORITY

Seniorty will be calculated in the following manner:

A. In the case of two (2) or more Employees newly hired within the same job

classification on the same date, seniorty will be calculated by order of their respective application

dates with METRO during the current recruitment period, including hours and minutes.

B. If two (2) or more Employees are promoted/transferred at the same time to the

same job classification, the date of current continuous hire or qualification date, if applicable, will

determine seniorty. This also applies to Employees who start work in the new position on different

days due to different RDO combinations.

C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,

and assignments will be determined by seniorty earned in a specific job classification. METRO date

of hire/qualification will be used to determine the amount of vacation and benefits earned; however,

for a Part-Time Operator who is reclassified as a Full-Time Operator, the date of reclassification shall

be determinant, except as noted in Article 9, Section 1. For the purposes of this Paragraph,

Supervisors, as listed in Article 22, Section 1 shall be considered one (1) classification.

D. A Part-Time Operator who moves to full-time status shall accrue full-time

seniorty from the date of qualification as a Full-Time Operator. A Full-Time Operator who moves to

part-time status shall forfeit seniorty as a Full-Time Operator, and shall be accorded seniorty based

on calendar days spent as a Part-Time Operator immediately prior to reclassification as a Full-Time

Operator, if any, except as otherwise provided herein.

E. An Employee who retires and then rehires as a Part-Time Operator will be placed

at the bottom of the Part-Time Operator seniorty list.

SECTION 2 - PROMOTION, TRANSFER, DEMOTION, AND LAYOFF

A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted

or transferred to a position in METRO outside of the Bargaining Unit shall retain his/her Bargaining

Unit seniorty for one (1) year from the date of promotion or transfer; however, such employee shall

retain his/her Bargaining Unit seniorty for purpose of layoff.

1 B. Any King County employee not represented by the UNION who previously has attained permanent status in a Bargaining Unit job classification, and who voluntarily demotes or is

2 voluntarily demoted back to such classification after one (1) year will not be eligible for
3 reinstatement of seniority in such classification. In no case shall such a demotion displace any

4 Bargaining Unit Employee.

5 C. Any Employee who voluntarily demotes or is involuntarily demoted, other than

6 demotion caused by layoff, will forfeit all rights to the classification from which the Employee was
7 demoted. Due to poor health or for other compelling reasons, an Employee may request a voluntary
8 demotion to a classification within his/her division in which the Employee has attained permanent
9 status. If an Employee is involuntarily demoted or is granted a voluntary demotion, he/she will be
10 reinstated to the position in seniority which he/she had formerly achieved in the classification to
11 which he/she has been demoted.

12 **SECTION 3 - DETAILS/SPECIAL PROJECTS**

13 A. METRO and the UNION recognize the value provided to Employees by having
14 detail opportunities available. METRO and the UNION also agree that detail opportunities should
15 balance the desire of many Employees to prepare for promotional opportunities with the need to have
16 an Employee accumulate experience in a detail position in order to be effective in that position.
17 B. An Employee who is detailed to a capital improvement project shall return to
18 his/her regular position on a date mutually agreed by the UNION and METRO at the beginning of the
19 project. An Employee who is detailed to a position outside the Bargaining Unit for work other than
20 an agreed project will not exceed one (1) year in the detail position.

21 C. Any Employee who is in a detail position for at least ninety (90) days shall be
22 required to spend at least ninety (90) days in his/her regular position before being detailed to another
23 position.

24 D. An Employee who exceeds the time limits (project end date or one (1) year) may
25 lose his/her Bargaining Unit seniority for the purpose of pick, but shall retain seniority for the purpose
26 of layoff.

27 **SECTION 4 - SENIORITY LISTS**

1 A. Seniority for all Employees shall be recorded on lists certified by the UNION and

2 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or

3 grievances pertaining to seniority shall be settled by the UNION.

4 B. The UNION agrees to provide METRO with certified seniority lists by job

5 classification showing name(s) and seniority for picks, move-ups, promotions, and layoffs; provided

6 that METRO gives the UNION at least fourteen (14) calendar days advance notice and provides an

7 up-to-date list of all new hires, showing their application times and dates, and job classifications. The

8 UNION will provide, as a courtesy to METRO, an explanation of any changes appearing on these

9 lists.

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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 forty-five (45) days or more in advance in order to allow METRO and the UNION 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 METRO and the UNION 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 seniority, within the affected job classification, within the division.

B. A laid-off Employee who has attained regular status in another job classification

may displace a less senior Employee in said 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, except that an Employee shall not be placed into a

classification from which the Employee has demoted or failed to complete the probationary period.

For such purpose, seniority shall be calculated to include all time spent in the classification in which

the Employee is placed, plus any continuous time spent in other Bargaining Unit classifications with

higher top step wage rates, in which the Employee had attained regular status.

SECTION 3 - RECALLING LAID-OFF EMPLOYEES

A. An Employee shall be eligible for reinstatement for twenty-four (24) months

following layoff and shall be recalled to service in the order of his/her seniority within a division, and

by job classification. 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 the most recent address supplied by the laid-off Employee. A

laid-off Employee must notify METRO within fifteen (15) days after such reinstatement offer has

been mailed by METRO and report for work at the time and place stipulated in the notice.

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1 B. An Employee, who fails to respond to the reinstatement offer or who fails to report
2 to work when and where notified, shall be deleted from the recall list.

ARTICLE 8: HOLIDAY

SECTION 1 - VEHICLE MAINTENANCE, FACILITIES MAINTENANCE, RIDER

INFORMATION, AND SPECIAL CLASSIFICATION EMPLOYEES

Eligible Employees in the classifications of Transit Operator, Revenue

Coordinator, Supervisor, and Waterfront Conductor, shall be granted the eleven (11)

holidays specified in Section 4, as days off with eight (8) hours pay. An Employee, who is on RDO

or vacation on the day of observance, shall receive eight (8) hours AC time. An Employee who

works on the day of observance, as part of his/her regular work schedule, will receive eight (8) hours

pay for such day and will receive AC time at the rate of time and one-half (1-1/2) for all time worked.

SECTION 2 - FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS,

SUPERVISORS, AND WATERFRONT STREETCAR CONDUCTORS

Eligible Employees in the classifications of Full-Time Transit Operator, Revenue Coordinator,

Supervisor, and Waterfront Streetcar Conductor shall be granted the eleven (11) holidays specified in

Section 4 as days off with eight (8) hours pay. An Employee who is on RDO or vacation on the day

of observance shall receive eight (8) hours AC time. An Employee who works on the day of

observance, as a part of his/her regular work schedule, will receive eight (8) 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 3 - PART-TIME TRANSIT OPERATORS

Each eligible Part-Time Transit Operator shall be granted the following holidays off with pay

equal to his/her current picked assignment:

New Year's Day

Memorial Day

Thanksgiving Day

Christmas Day

A Part-Time Transit Operator who works on a paid holiday shall receive holiday pay and pay

for actual hours worked.

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 (1) of the holidays
2 designated below falls on Sunday, the holiday shall be observed on Monday. When one (1) 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	Presidents' Day	Day after Thanksgiving
8	Memorial Day	Christmas Day
9	Independence Day	

11 **SECTION 5 - PERSONAL HOLIDAY**

12 A. Each regular full-time and part-time Employee may choose one (1) personal
13 holiday per payroll year. An Assigned Rider Information Specialist, who works at least one hundred
14 thirty (130) hours in any three (3) separate months in a calendar year, will be entitled to choose a
15 personal holiday in the following payroll year.

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

18 1. When an Employee other than a Part-Time Operator, has not used his/her
19 personal holiday during a payroll year, the holiday will be converted to eight (8) hours of vacation or
20 ten (10) hours of vacation if he/she is working a regularly picked 4/40 assignment. When a Part-Time
21 Operator has not used his/her personal holiday during a payroll year, the holiday will be cashed out.
22 2. The personal holiday will be paid upon termination or retirement, provided
23 the Employee has not taken the personal holiday during the payroll year.
24 3. The personal holiday cannot be taken while an Employee is on leave of
25 absence without pay or on a day for which the Employee would otherwise receive holiday pay.
26 4. An Employee who is not entitled to holiday pay on a holiday as listed in
27 Sections 3 or 4 may take his/her personal holiday on such day.

28 C. An Employee must complete the initial ninety (90) calendar days of employment

1 before taking a personal holiday.

2 D. A part-time Employee will receive pay for his/her most recent regular assignment

3 when taking or cashing out a personal holiday.

4 E. An eligible on-call or assigned Employee will receive eight (8) hours pay when

5 taking or cashing out a personal holiday.

6 **SECTION 6 - SHIFT DIFFERENTIAL**

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

8 **SECTION 7 - ELIGIBILITY**

9 A. No holiday time will be allowed when an Employee is off the payroll for more than

10 three (3) consecutive workdays immediately preceding the holiday.

11 B. No holiday time will be allowed when an Employee is off the payroll on the

12 workdays immediately before or after the holiday, unless such Employee returns from leave on a

13 holiday and works the holiday and his/her next three (3) regular workdays.

14 C. No holiday time will be allowed when an Employee has an unexcused absence on a

15 workday immediately before or after the holiday.

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ARTICLE 9: VACATION

SECTION 1 - VACATION ENTITLEMENT

A. Annual paid vacations shall be granted to eligible Employees based upon straight-

time hours paid during the preceding payroll year. Vacation accrual credit will be given to

Employees for unpaid time off granted by METRO to conduct official UNION business, except as

limited by Article 10, Section 3. Full-time Employees shall continue to accrue vacation during

unpaid leaves of absence up to a maximum of forty (40) hours during each payroll year.

B. Each full-time Employee shall accrue vacation according to the applicable accrual

rate, and be subject to applicable maximum biweekly vacation accruals, per Paragraph G.

C. A Part-Time Transit Operator, or a Part-Time or On-Call Conductor shall accrue

vacation according to the applicable accrual rate, and be subject to the applicable maximum annual

and maximum biweekly vacation accruals, per Paragraph G, starting with the first pay period after

completion of one (1) year of active service from his/her most recent date of employment in his/her

classification. Service credit will be given for such year for determining future accrual rates.

D. The applicable accrual rate for all Employees except Transit Operators, will be

based upon years of active service since the Employee's most recent date of employment. The

applicable accrual rate for all Full-Time Transit Operators will be based on years of active,

continuous full-time service. Each full-time Employee will receive one day of vacation accrual

service credit for each three (3) calendar days of active, continuous service as an on-call or part-time

Employee provided that any break in service between on-call or part-time and full-time service was

less than seven calendar days.

E. Active service shall not include unpaid leaves of absence which exceed thirty (30)

consecutive calendar days.

F. Scheduled increases in the accrual rate will begin with the first biweekly pay period

following the completion of the necessary years of active service.

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28 year at such time as will minimize the necessity of calling substitutes to carry on regular work. When
 27 A. METRO will arrange with Employees to take their vacations during the calendar

26 **SECTION 2 - SCHEDULING VACATIONS**

25 Operator shall cash out any accrued hours remaining in his/her vacation balance.

24 retain his/her vacation accrual. A Full-Time Transit Operator who becomes a Part-Time Transit

23 K. A Part-Time Transit Operator, who becomes a Full-Time Transit Operator, may

22 an occupational injury shall not be entitled to receive any vacation pay.

21 J. An Employee, who is receiving Workers' Compensation supplemental benefits for

20 year.

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

18 per day, except as provided elsewhere in this AGREEMENT.

17 H. Each Employee shall be paid for accrued vacation to a maximum of eight (8) hours

Years of Active Service Completed	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	.0810	6.480	168	21
17	.0847	6.776	176	22
18	.0885	7.080	184	23
19	.0924	7.392	192	24
20	.0962	7.696	200	25
21	.1000	8.000	208	26
22	.1039	8.312	216	27
23	.1077	8.616	224	28
24	.1116	8.928	232	29
25+	.1154	9.232	240	30

G. Vacation Accrual Table

1 a holiday, that an Employee, except a Part-Time Transit Operator, normally would have received,
 2 falls within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC
 3 time, as provided in Article 8, in lieu of holiday pay. METRO shall arrange vacations for Employees
 4 on such schedules as will least interfere with the function of the division; but which accommodate the
 5 desires of the Employees to the greatest degree feasible.
 6 **B.** A Part-Time Transit Operator, who picks vacation in a week which includes a paid
 7 holiday, as outlined in Article 8, Section 3, shall receive holiday pay in lieu of vacation pay for such
 8 day.

9 **SECTION 3 - SELECTION OF VACATIONS**

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

12 **SECTION 4 - VACATION CARRY OVER**

13 **A.** Following one (1) full accrual year, an Employee may carry over vacation based on
 14 the following schedule:

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

22 In addition to the days listed above, a full-time Employee may carry over any fraction of a
 23 day. An Employee who desires to carry over vacation time must make his/her request at the time
 24 vacations are being scheduled.
 25 **B.** The number of vacation days carried over shall not exceed the number of annual
 26 vacation days for which the Employee is currently eligible. No Part-Time Transit Operator shall carry
 27 over more than the number of hours listed in Paragraph A.

1 C. Except as otherwise provided in this AGREEMENT, an Employee desiring to use
2 accumulated carryover vacation which he/she has not picked may use up to two (2) days per year in
3 single day increments with the prior approval of his/her immediate supervisor. All other carryover
4 vacation must be used in blocks of five (5) or more days and must be approved at least thirty (30)
5 days in advance.
6 D. An Employee may carry over unused vacation time to the next succeeding year
7 when METRO verifies that the Employee has been prevented from using said vacation because of
8 injury, illness or work schedules.
9 **SECTION 5 - VACATION CASH OUT**
10 An Employee who has accrued more than eighty (80) hours of vacation in a year may elect to
11 cash out a portion of his/her vacation, provided he/she picks a minimum of eighty (80) hours of
12 vacation. Once a year, during the first vacation pick of the year for an Employee's work unit, an
13 Employee may elect to cash out a minimum of eight (8) hours up to a maximum of sixty (60) hours.
14 **SECTION 6 - VACATION PAY UPON EMPLOYEE TERMINATION**
15 Upon an Employee's termination or retirement from METRO, he/she shall be paid for all
16 accrued hours remaining in his/her vacation balance.
17 **SECTION 7 - VACATION AFTER MILITARY LEAVE OF ABSENCE**
18 A. An Employee entering active military service will be paid for all accrued vacation.
19 B. A regular Employee who leaves METRO to enter active military service and who
20 returns to work with METRO within ninety (90) days after satisfactory completion of military service,
21 shall begin accruing vacation at the applicable rate. Time spent on such military leave shall count as
22 active service in determining the applicable accrual rate.
23 C. An Employee entering active military service will continue to accrue vacation for
24 time spent in military service up to a maximum of one (1) year. Such accrual will be credited to the
25 Employee upon return to METRO from military leave.
26 **SECTION 8 - VACATION - UNION BUSINESS LEAVE**
27 An Employee elected to full-time UNION office, who takes an extended leave of absence
28 under the provisions of Article 10, Section 3, shall be paid for whatever vacation he/she has earned by

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the effective date of leave before taking such leave. Alternatively, he/she 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, he/she will be paid at the rate in effect when the leave of absence began.

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. Unpaid leaves of absence, not to exceed one (1) year, may be granted,

at METRO's option, 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 (2) days off with pay for bereavement leave and one (1) additional day off with pay

when total travel from the Employee's home to the memorial service and back exceeds two hundred

(200) miles. Additionally, an Employee may use vacation, AC time and/or up to three (3) days of

accrued sick leave for bereavement leave purposes, with the approval of the Employee's 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 (8) 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 on

2 UNION business leave to a maximum of thirty (30) calendar days during each calendar year. For

3 UNION business leave in excess of the thirty (30) calendar days, no benefits shall accrue (i.e.,

4 vacation and sick leave) and costs of benefit premiums (i.e., medical, dental, optical, and disability)

5 shall be the responsibility of the UNION. For purpose of calculating the thirty (30) day limitation,

6 RDOs and holidays shall be included only if the Employee was on UNION business leave the day

7 preceding and the day after the RDO/holiday.

8 B. The thirty (30) day limitation for determining payment and accrual of benefits shall

9 not include UNION Executive Board members while attending the regularly scheduled monthly

10 Executive Board meeting, while attending membership meetings, while working on picks, while

11 participating on a UNION negotiating committee, or while replacing the full-time UNION Officers

12 during contract negotiations.

13 C. All full-time Local 587 UNION Officers, one (1) International UNION Officer,

14 and/or one (1) A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from

15 METRO.

16 D. If an Employee is granted a leave of absence, he/she will continue to accrue all

17 types of seniority, including vacation seniority, during the effective period.

18 E. The UNION agrees to provide METRO with correct lists of all UNION Officers,

19 Stewards, and committee members as soon as practicable after the effective date of this

20 AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any

21 UNION election or appointment.

22 F. During days of general UNION election, additional members not to exceed forty-

23 five (45), shall be granted leave to act as tellers.

24 SECTION 4 - JURY DUTY

25 A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test,

26 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury

27 duty and submits proof of report for same, he/she shall receive time off with pay at his/her regular

28 rate of pay for his/her regular assignment, not to exceed eight (8) hours per day for each day served.

1 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for

2 travel expenses may be retained by the Employee.

3 B. Any Employee, except for a Part-Time Transit Operator, excused from jury duty

4 less than four (4) hours after his/her jury duty reporting time, shall promptly notify his/her immediate

5 supervisor and may be required to report back to work. A Full-Time Transit Operator may be

6 required to report back to work a p.m. tripper. A Special Classification, Vehicle Maintenance, Rider

7 Information, or Facilities Employee scheduled to work a shift ending by 9:00 p.m. shall be required to

8 report to work if there are at least four (4) hours remaining in the Employee's regularly scheduled

9 workday. An Employee also shall have at least twelve (12) hours off between the completion of

10 his/her scheduled day's assignment and reporting back to jury duty. If the Employee must change

11 clothes before reporting to work, the Employee and supervisor shall agree on a reasonable report

12 time.

13 C. Except as provided above, no Full-Time Transit Operator shall be required to

14 report back to work. Such Operator may accept work if work is available.

15 D. When a Part-Time Transit Operator is released from jury duty, he/she will notify

16 his/her immediate supervisor and may be placed on his/her regular assignment that day or any

17 following day.

18 SECTION 5 - MILITARY LEAVE

19 A. Any Employee who is called into, or enlists in, the Armed Forces of the United

20 States or its allies, shall be given an unpaid leave of absence in accordance with applicable laws

21 affecting military leave.

22 B. Any Employee who is a member of an organized reserve unit of the Armed Forces

23 of the United States shall be granted necessary time off for military training as follows:

24 1. An Employee will be granted such paid military training leave per calendar

25 year as is required by law.

26 2. The Employee must present his/her orders for active training duty to his/her

27 supervisor prior to taking such leave.

28 3. The Employee will be paid for those days he/she normally would be

1 scheduled to work during such leave up to a maximum of eight (8) hours per day.

2 4. Employees covered by this Paragraph shall be granted all seniority rights

3 and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

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

5 A. Upon request, an Employee shall be granted a maximum of six (6) months unpaid

6 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption

7 of his/her child. A request for such leave shall be filed with the Employee's immediate supervisor at

8 least sixty (60) days in advance of the anticipated leave commencement.

9 B. A female Employee must report her pregnancy to METRO before the anticipated

10 commencement of leave, and submit a physician's statement indicating the date when the physician

11 expects the Employee will no longer be able to continue the normal duties of her position. Female

12 Employees may continue normal duties until the date specified by the physician. After that date, the

13 sick leave and disability provisions of this AGREEMENT shall apply for the period of disability.

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

15 As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee

16 may take up to a combined total of twelve (12) weeks of leave for his/her own serious health

17 condition (as defined by the Family Medical Leave Act of 1993), for the birth or placement by

18 adoption or foster care of a child, or for the serious health condition of an immediate family member

19 (an Employee's child, spouse, or parent), within a twelve (12) month period. To be eligible for leave

20 under this section, an Employee must have been employed by King County for twelve (12) months or

21 more and have worked a minimum of one thousand and forty (1,040) hours in the preceding twelve

22 (12) months. However, Part-Time Transit Operators and part-time Assigned and On-Call Employees

23 shall be eligible for leave under this Section if they have been employed by King County for twelve

24 (12) months or more and have worked a minimum of five hundred and ten (510) hours in the

25 preceding twelve (12) months. The leave may be continuous or intermittent.

26 **SECTION 8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT**

27 An Employee may take up to a combined total of eighteen (18) weeks of unpaid leave for

28 his/her own serious health condition (as defined by the King County Personnel Guidelines), or for

1 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve (12) month

2 period. To be eligible for leave under this Section, an Employee must have been employed by King

3 County for twelve (12) months or more and have worked a minimum of one thousand and forty

4 (1,040) hours in the preceding twelve(12) months. However, Part-Time Transit Operators and part-

5 time Assigned and On-Call Employees shall be eligible for leave under this Section if they have been

6 employed by King County for twelve (12) months or more and have worked a minimum of five

7 hundred and ten (510) hours in the preceding twelve (12) months. The leave may be continuous

8 (consecutive days or weeks), or intermittent (taken in whole or partial days as needed). Intermittent

9 leave is subject to the following conditions:

10 1. When leave is taken after the birth or placement of a child by adoption or foster

11 care, an Employee may take leave intermittently or on a reduced leave schedule only if authorized by

12 the Employee's chief/supervisor;

13 2. An Employee may take leave intermittently or on a reduced schedule when

14 medically necessary due to a serious health condition of the Employee or family member of the

15 Employee. If this leave is foreseeable based on planned medical treatment, the chief/supervisor or

16 his/her designee may require the Employee to transfer temporarily to an available alternate position

17 for which the Employee is qualified, that has equivalent pay and benefits, and that accommodates

18 recurring periods of leave.

19 SECTION 9 - LEAVE USAGE

20 A. Sick leave usage: In addition to those circumstances outlined in Article 11,

21 Section 1, Employees may use sick leave to care for family members provided the following two (2)

22 conditions are met:

23 1. The Employee has been employed by King County for twelve(12) months

24 or more and has worked a minimum of one thousand and forty (1,040) hours in the preceding twelve

25 (12) months. However, Part-Time Transit Operators and part-time Assigned and On-Call Employees

26 shall be eligible to use sick leave under this Section if they have been employed by King County for

27 twelve (12) months or more and have worked a minimum of five hundred and ten (510) hours in the

28 preceding twelve (12) months.

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

2 a. the family member is the Employee's spouse or domestic partner,

3 the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the

4 family member has a serious health condition as defined by the King County Personnel Guidelines; or

5 b. the birth of a child and care of the newborn child, or placement of

6 the child by adoption or foster care; provided the leave is taken within twelve (12) months of the

7 birth, adoption, or placement.

8 B. Accrued leave usage:

9 1. When taking leave for his/her own health reasons, an Employee must use all

10 of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The

11 Employee may use accrued vacation or AC time before going on unpaid status.

12 2. When taking a leave for family reasons, the Employee must choose at the

13 start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to

14 take paid leave for family reasons he/she must use all her/his sick leave prior to going on unpaid leave

15 or using vacation or AC time. However, an Employee taking paid leave for family reasons may set

16 aside a reserve of up to eighty (80) hours of accrued sick leave which does not have to be used during

17 the leave for family reasons.

18 C. An Employee who has exhausted all of his/her sick leave may use accrued vacation

19 leave and AC time before going on leave of absence without pay, if approved by his/her

20 chief/supervisor, or as provided by federal law.

21 **SECTION 10 - CONCURRENT RUNNING OF LEAVE**

22 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run

23 concurrently to the extent permitted by law.

24 **SECTION 11 - WITNESS LEAVE**

25 A. Any Employee called as a witness on behalf of METRO during an investigation or

26 trial shall receive regular compensation.

27 B. Any Employee who receives a subpoena to testify in a METRO-related case or

28 receives a subpoena for any incident witnessed on duty shall receive regular compensation.

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

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ARTICLE 11: SICK LEAVE

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 12, Section 9, are exhausted.

8 3. A part-time Employee's occupational injury for up to three (3) calendar

9 days 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 eighteen (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 having

14 custody/legal control of 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. Such paid leave will

21 be limited to a maximum of five (5) days per calendar year.

22 B. For any absence that exceeds five (5) consecutive working days, an Employee will

23 be required to submit a verified medical report, acceptable to METRO, from a licensed practitioner,

24 stating that the Employee is sufficiently recovered to be able to return to work.

25 C. Absences for sick leave must be reported at least thirty (30) minutes before the

26 Employee is scheduled to report. An absence reported less than thirty (30) minutes before an

27 Employee is scheduled to report will be considered unexcused and will not be changed to an excused

28 absence unless such Employee can submit verification from a licensed practitioner that he/she or

1 his/her child received medical treatment and the Employee was unable to report the absence as

2 required. Payment will be made only when the Employee, child, or qualifying family member is sick.

3 D. A full-time Employee who has at least five hundred (500) hours of accrued sick

4 leave shall not be required to obtain a medical verification unless s/he falls under the five hundred

5 (500) hour threshold as a result of an illness/injury. A part-time Employee who has at least two

6 hundred and fifty (250) hours of accrued sick leave shall not be required to obtain a medical

7 verification unless s/he falls under the two hundred and fifty (250) hour threshold as the result of an

8 illness/injury.

9 E. Except as otherwise provided in this AGREEMENT, an Employee who has had

10 less than seven (7) incidents of sick leave use in the previous calendar year will be required to obtain

11 medical verification only if s/he exceeds twelve (12) incidents of sick leave use in the current

12 calendar year. An Employee who has had seven (7) or more incidents of sick leave use in the

13 previous calendar year will be required to obtain medical verification for each incident of sick leave

14 use which exceeds six (6) in the current calendar year. When an Employee requests that sick leave be

15 used as compensation for absences covered by FMLA or KCFML per Article 10, Section 7 through 9,

16 a verification may be required, but such days will not be counted toward the yearly thresholds. An

17 absence for a scheduled medical appointment will not count as an incident of sick leave use if the

18 Employee has given at least two (2) days notice to his/her immediate supervisor. An incident of sick

19 leave use is defined as a single day or any number of consecutive work days for which the Employee

20 has called in sick. A partial day sick will count as one incident of sick leave use. When medical

21 verification is required, it shall be on a medical report acceptable to METRO, from a licensed

22 practitioner, stating that the Employee was unable to perform his/her duties and the date of

23 treatment/hospitalization or that the Employee was required to supervise a sick family member.

24 F. The ability to work regularly is a requirement of continued employment. An

25 Employee who is absent repeatedly; or whose absences precede or follow RDOs, or follow some

26 other pattern; or who abuses sick leave, will be subject to disciplinary action. METRO may, at its

27 discretion, visit or call an Employee at home to verify illness.

SECTION 2 - ACCRUAL OF SICK LEAVE

Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate

of 0.046 hours for each hour on regular pay status to a maximum of forty (40) hours per week. No

Employee shall be entitled to sick leave with pay during the first thirty (30) days of employment.

There shall be no limit on the amount of sick leave that can be accumulated.

SECTION 3 - PAYMENT OF SICK LEAVE

A. An Employee shall receive sick leave pay only for hours missed from a regular

assignment, to a maximum of eight (8) hours at his/her regular straight-time rate per day for each

workday absent. A full-time Employee shall receive eight (8) hours sick leave pay for each full day

missed from work, unless his/her accrued sick leave balance is less than eight (8) hours. A full-time

Employee working a four/forty (4/40) schedule will be paid sick leave in accordance with Article 13,

Section 8.

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

C. Upon separation from employment as a result of death or service retirement, as

defined by the Washington State Public Employee's Retirement System or the City of Seattle

Retirement System, an Employee or his/her estate shall be paid thirty-five percent (35%) of accrued

sick leave at the rate of pay in effect at time of separation. An Employee retiring under the City of

Seattle Retirement System will have the option of having the legal equivalent of this thirty-five

percent (35%) of accrued sick leave paid toward medical care premiums.

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

reason.

E. A full-time Employee who is receiving Workers' Compensation supplemental

benefits for an occupational injury shall not be entitled to receive payment for sick leave, except as

provided in Article 12, Section 9. An Employee will continue to accrue sick leave on straight-time

hours missed, up to a maximum of ninety (90) workdays for each industrial injury.

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

sick leave.

G. A part-time Employee who is sick on a paid holiday as specified in Article 8,

Section 3, shall receive holiday pay in lieu of sick leave.

SECTION 4 - USE OF AC TIME

After all accrued sick leave has been exhausted, AC time may be used for an illness when a medical statement, acceptable to METRO, has been submitted verifying that the Employee was

unable to perform the duties of his/her position.

SECTION 5 - RESERVE SICK LEAVE

Transit Operators employed as of November 1, 1977, were credited with a balance of sick

leave known as reserve sick leave. Such reserve sick leave may be used only for an illness during

which the Transit Operator is hospitalized as an inpatient for at least twenty-four (24) hours. No sick

leave shall be transferred from such reserve account to the active account. All regular sick leave in

the active account must be exhausted before sick leave in the reserve account may be used.

SECTION 6 - SICK LEAVE DONATIONS

Each calendar year, an Employee who has more than one hundred (100) hours of sick leave

may donate a maximum of twenty-four (24) hours, in eight (8) hour increments, to individuals

employed by King County. Donated sick leave becomes the property of the recipient. Donated sick

leave may not be cashed out by the recipient upon retirement. Sick leave may be donated only to

individuals employed by King County who have exhausted sick leave, vacation leave and AC time.

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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 Labor-Management Insurance Committee. The

Committee 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 Labor-

Management Insurance Committee.

B. All full-time Employees, part-time assigned and on-call 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 Labor-Management Insurance

Committee. METRO agrees to maintain the level of benefits as provided by these plans and pay

premiums as described in these programs through 2006. Benefits for 2007 will be the same unless

modified by the Labor-Management Insurance Committee, in which case the UNION may negotiate

alternative benefits.

C. The UNION and METRO agree to incorporate changes to Employee insurance

benefits which King County may implement as a result of the agreement of the Labor-Management

Insurance Committee referenced in Paragraph A, but otherwise METRO will not make unilateral

changes to existing benefits.

D. Qualified Employees will be eligible for the insurance benefits on the first day of

the month following qualification or hire date, whichever is later.

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 twenty (20) paid

hours per week. Eligibility requirements for part-time and on-call Employees will be defined by

1 policy mutually developed and agreed to by METRO and the UNION.

2 **SECTION 2 - MEDICAL BENEFITS - PART-TIME, ASSIGNED, AND ON-CALL**

3 **EMPLOYEES (LESS THAN HALF-TIME)**

4 A. The medical, dental and vision insurance benefits developed by the Labor-

5 Management Insurance Committee will be available to part-time, assigned and on-call Employees,

6 who are regularly scheduled to work less than half-time, on the first day of the month following their

7 qualification date or hire date, whichever is later. The medical plan includes the pharmacy plan, and

8 neither can be purchased separately. METRO will contribute an amount equal to eighty percent (80%)

9 of the IPA HMO premium for Employee-only coverage; the Employee will pay the remaining portion

10 of the premium 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. METRO and the UNION agree to establish a medical program within the

14 Washington State Basic Health Plan as soon as such is available. METRO will contribute up to the

15 maximum dollar amount allowed in Paragraph A.

16 **SECTION 3 - MEDICAL BENEFITS - RETIREES**

17 Within thirty (30) days of service retirement, a retired Employee with five (5) or more years of

18 consecutive service may continue medical and vision coverage with METRO at the prevailing

19 METRO group rate until age sixty-five (65) or until he/she becomes eligible for Medicare. Such

20 Employee waives all rights to COBRA coverage.

21 **SECTION 4 - DENTAL AND VISION INSURANCE - PART-TIME EMPLOYEES**

22 **(LESS 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 fifty percent (50%) of the premium for Employee only coverage; the balance will be paid by

27 payroll deduction. Dependent coverage, paid by the Employee, shall be available through payroll

28 deduction on the 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 fifty thousand dollars (\$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

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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 eighty (80) hours times his/her hourly rate minus any mandatory deductions per pay

period. The percentage shall be as follows:

a. For the first sixty (60) work days missed - 100%.

b. For the next sixty (60) work days missed - 90%.

c. For the next one hundred forty (140) work days missed - 80%.

2. Such supplemental payment program will continue for a period not to

exceed two hundred sixty (260) workdays, or two (2) 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 eighty (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 he/she 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. Notify METRO's Workers' Compensation Office if unavailable for more

1 than twenty-four (24) hours during a Monday through Friday period.

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

3. Be available for medical treatment and/or vocational rehabilitation,

4 consultation, or services.

5. Accept alternative work assignments which are offered by METRO and

6. which meet medical restrictions identified by the Employee's physician. METRO shall contact the

7. Employee's physician if identified restrictions require clarification.

8. 5. Maintain eligibility for workers' compensation under state regulations.

9. 6. When notified at least forty-eight (48) hours in advance, attend all meetings

10. and independent medical examinations scheduled by METRO concerning the Employee's status or

11. claim, unless other medical treatment conflicts with the METRO appointment and the Employee

12. notifies METRO's Worker's Compensation staff or the Employee's immediate supervisor at least

13. twenty-four (24) hours prior to such meeting or examination.

14. 7. If records indicate two (2) "no shows" for scheduled medical or vocational

15. services, supplemental payments may be terminated, provided such Employee and the UNION are

16. notified seven (7) days in advance.

17. D. An Employee who misses work due to an on-the-job injury will continue to accrue

18. vacation and sick leave on straight-time hours of work missed to a maximum of ninety (90) workdays

19. during each calendar year. One (1) such ninety (90) day accrual will be allowed for each industrial

20. injury.

21. E. If an Employee exhausts supplemental payments, he/she may use sick leave,

22. vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B.

23. If such Employee is working an alternative work assignment, such payments will be at the hourly rate

24. of the alternative work assignment.

25. F. Each Employee, who files a claim for workers' compensation, will be provided a

26. copy of the rules in this Section.

27. G. If an Employee is required by METRO to be cleared by the Workers'

1 Compensation Office before returning to work, but he/she 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 (1/2) hour of straight-time pay. If a ride check also is required, such Employee will

4 be paid an additional one (1) 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, at the written request of such Employee, furnish counsel to represent such Employee to a final

16 determination of the action, without cost to such Employee.

17 **SECTION 11 - COMMERCIAL DRIVERS LICENSE**

18 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees

19 who are required to have a CDL and for all Supervisors.

20 **SECTION 12 - GENERAL CONDITIONS**

21 A. Premiums paid by an Employee shall be deducted in equal installments from the

22 first and second paycheck of every month.

23 B. Upon request, METRO will provide available medical usage data regarding

24 Employees to the UNION.

25 C. METRO shall not make its monthly contribution for medical, dental, group life

26 insurance, long term disability insurance, or vision care for any Employee who is on leave of absence

27 or other unpaid status for thirty (30) consecutive days or more, except as provided by applicable

28 family medical leave laws or Article 10, Section 3, Paragraph B.

SECTION 13 - ACCUMULATED TIME

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

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

4 C. AC time in excess of eighty (80) hours shall be paid in cash at the end of each pay period.

5 D. Except as provided elsewhere in this AGREEMENT, and consistent with daily staffing requirements, METRO will determine the number of Employees allowed to have time off.

6 An Employee may use AC time for a reasonable amount of compassionate leave under warranting circumstances, as determined by METRO.

7 E. By written request, an Employee may cash out any portion of his/her AC bank, provided he/she cashes out at least eight (8) hours. Payment will be made as part of the next possible payroll following METRO's receipt of the request.

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

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ARTICLE 13: FOUR/FORTY (4/40) ASSIGNMENTS

SECTION 1 - DEFINITION OF FOUR/FORTY (4/40) EMPLOYEES

A. A four/forty (4/40) Employee shall be defined as a regular full-time Employee whose assignment is guaranteed a minimum of ten (10) hours straight-time pay per day for four (4) days per week in lieu of eight (8) hours straight-time pay per day for five (5) days per week.

B. An Employee who picks, or is assigned to, regular workweeks consisting of four (4) ten-hour shifts shall be subject to the provisions of this Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

SECTION 2 - REGULAR DAYS OFF

Each 4/40 Employee shall have three (3) RDOs per week, including at least two (2) consecutive days.

SECTION 3 - HOLIDAYS

Each 4/40 Employee shall be granted the same holidays as other Employees in his/her classification. An Employee who is on RDO or vacation on the day of observance, will receive eight (8) hours of AC time at the straight-time rate. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight (8) hours AC time at the rate specified in Article 8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the Employee's regular day to work, but the Employee is not scheduled to work, the Employee will receive ten (10) hours of holiday pay.

SECTION 4 - PERSONAL HOLIDAY

A 4/40 Employee who chooses a personal holiday will receive ten (10) hours of personal holiday pay.

SECTION 5 - VACATION AND AC TIME

While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten (10) hours per day for each regular workday.

SECTION 6 - BEREAVEMENT LEAVE

A 4/40 Employee on bereavement leave will be paid eight (8) hours bereavement leave plus two (2) hours sick leave for each workday of METRO-approved bereavement leave. A 4/40

1 Employee who has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee

2 who is granted additional time off in accordance with Article 10, Section 2 will be paid ten (10) hours

3 sick leave, AC time and/or vacation per workday for up to three (3) additional days.

4 **SECTION 7 - JURY DUTY/MILITARY LEAVE**

5 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her

6 regular rate of pay for ten (10) hours for each workday served on jury duty or military leave,

7 respectively. An Employee may be required to revert to a work schedule of eight (8) hours per day,

8 five (5) days per week for each pay week in which the leave is taken.

9 **SECTION 8 - SICK LEAVE**

10 A 4/40 Employee on sick leave will be paid a maximum of ten (10) hours at straight-time for

11 each workday absent.

12 **SECTION 9 - DISABILITY**

13 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of

14 disability according to hours normally scheduled to work. For any full weeks of disability, such

15 Employee shall be considered as if he/she is an eight (8) hour per day, five (5) day per week

16 Employee.

17 **SECTION 10 - OVERTIME**

18 All hours worked in excess of ten (10) hours in the scheduled workday or work on any of the

19 three (3) RDOs shall be paid at the overtime rate of one and one-half (1-1/2) times the existing

20 straight-time rate of pay for actual overtime hours worked, except where otherwise specified in this

21 AGREEMENT.

22 **SECTION 11 - SHIFT CHANGE NOTIFICATION**

23 Employees will be provided with a minimum thirty (30) days notice prior to the cancellation

24 of a 4/40 shift, except in the Operations division, when run cuts make this impossible.

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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, 2004, the top

hourly wage rate for each job classification will be as shown in Exhibit A.

B. Wage progressions are as follows:

1. Except for Revenue Coordinators, Leads, Trainees, Equipment Dispatchers,

Part-Time Transit Operators, On-Call Conductors, Supervisors and Supervisors-in-Training, each job

classification will have five (5) step increments as follows: first step will be seventy percent (70%) of

the top rate of the classification; upon completion of twelve (12) months, the second step will be

eighty percent (80%); upon completion of the next twelve (12) months, the third step will be ninety

percent (90%); upon completion of the next six (6) months, the fourth step will be ninety-five percent

(95%); and upon completion of the next six (6) months, the fifth step will be one hundred percent

(100%). A new hire in the position of Mechanic may start at the ninety percent (90%) rate if METRO

determines that he/she is a fully qualified mechanic.

2. Supervisors-in-Training will have two (2) step increments as follows: first

step will be eighty-five percent (85%) of the top pay rate for the Supervisor classification. Upon

completion of six (6) months, the second step will be ninety percent (90%) of the top pay rate for the

Supervisor classification. Supervisors will have five (5) step increments as follows: first step will be

ninety percent (90%) of the top rate of the classification; upon completion of six (6) months, the

second step will be ninety-two and five-tenths percent (92.5%); upon completion of the next six (6)

months, the third step will be ninety-five percent (95%); upon completion of the next six (6) months,

the fourth step will be ninety-seven and five-tenths percent (97.5%); and upon completion of the next

six (6) months, the fifth step will be one hundred percent (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. Part-Time Transit Operators and On-Call Conductors will have five (5) step

increments as follows: first step will be seventy percent (70%) of the top rate of the classification;

upon completion of twenty-four (24) months, the second step will be eighty percent (80%); upon

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1 completion of the next twenty-four (24) months, the third step will be ninety percent (90%); upon
2 completion of the next twelve (12) months, the fourth step will be ninety-five percent (95%); and
3 upon completion of the next twelve (12) months, the fifth step will be one hundred percent (100%).

4 5. A Part-Time Operator who is selected for a Full-Time Operator position, or
5 an On-Call Conductor who is selected for a Full-Time Conductor position, will retain his/her part-
6 time or on-call wage step and will be given appropriate wage progression credit for part-time or on-
7 call service, provided there is no more than a two (2) day break in service. Such credit shall be
8 calculated by giving one-half (1/2) credit for the period of time worked in that step, rounding upward
9 to the nearest one-half (1/2) month and applying that period to the full-time qualification date.

10 C. An Employee who is promoted or upgraded into a classification with a higher top-
11 step hourly rate shall be placed at the lowest step in the salary schedule for the new classification
12 which results in an increase of at least two and one-half percent (2-1/2%). Thereafter, a promoted
13 Employee shall progress to any subsequent wage steps based on completion of the required service
14 periods. Service in the new classification on a temporary upgrade status prior to promotion shall not
15 be counted toward progression on the schedule.

16 SECTION 2 - COST OF LIVING

17 A. There will be two (2) full percentage cost-of-living adjustments payable on the
18 start of the pay period that includes November 1, 2005, and November 1, 2006.

19 B. All cost-of-living adjustments will be based on the U.S. Department of Labor
20 Consumer Price Index for Urban Wage Earners and Clerical Workers (All Cities figure: 1982-
21 1984=100), or subsequent revisions of this index. These adjustments will be based on the following

22 formula:

23 (index published for the ending - (index published for the
24 month of period) / base month of period) = %
25 index published for the base month of period

26 C. The adjustments paid on November 1 shall be for the twelve (12) month period

27 reported in October. The base month for the adjustments paid on November 1 shall be September of
28

1 the previous year.

2 **D.** The cost-of-living adjustment for the top step of each job classification shall be

3 ninety percent (90%) of the number determined by the formula in Paragraph B times the base wage
4 for such classification and shall be at least two percent (2%) and not more than six percent (6%).

5 Such adjustment shall never result in a wage reduction. The base wage for each classification shall

6 increase by at least three percent (3%) on the start of the first pay periods that include November 1,

7 2005 and November 1, 2006. The base wage for each classification for the cost of living adjustments,

8 shall be the top step wage in effect October 1, each year, for that classification. Other steps in the

9 wage progression for each classification will be recalculated according to Section 1, based on the

10 adjusted top step.

11 **E.** Computations of all wage rates will be carried out to the tenth of a cent (\$.001).

12 Amounts less than five-tenths of a cent (\$.005) will be rounded down to the nearest cent (\$.01); and

13 amounts greater or equal to five-tenths of a cent (\$.005) will be rounded up to the nearest cent (\$.01).

14 **SECTION 3 - WORK OUTSIDE OF CLASSIFICATION**

15 **A.** All assigned work performed in a higher paid classification will be paid a

16 minimum of two (2) hours at the rate of the higher paid classification. When an Employee is

17 assigned such work for more than two (2) hours up to and including four (4) hours, he/she will be

18 paid at such rate for four (4) hours. When an Employee is assigned such work for more than four (4)

19 hours, he/she will be paid at such rate for eight (8) hours and will be paid at the overtime rate for such

20 classification, if applicable, for time in excess of eight (8) hours.

21 **B.** If an Employee is assigned work in a lower paid classification, such Employee

22 shall not suffer any reduction in wages. However, an Employee who accepts a temporary

23 appointment to a lower paid position shall receive the wage rate for such lower paid position.

24 **SECTION 4 - FLSA REQUIREMENTS**

25 **A.** All applicable non-overtime premiums received (e.g., spread pay and student pay)

26 will be added into an Employee's total compensation for the calculation of the "regular rate of pay".

27 **B.** A Rover, extra person, or a Relief Supervisor who has his/her RDOs changed,

28 resulting in a workweek of over forty (40) hours, will be paid overtime for all hours in excess of forty

(40). METRO will attempt, whenever possible, to provide such Employee with two (2) days off

during each scheduled workweek.

SECTION 5 - VOLUNTARY DEMOTION

Employees who accept a voluntary demotion into a lower paid bargaining unit position

because of poor health or other compelling reasons, as mutually agreed upon by the parties, will be placed at a salary step within the new position's salary range which most closely matches the

Employee's salary in his or her former salary range, but does not exceed the rate of pay received by the Employee in his/her former classification.

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ARTICLE 15: FULL-TIME TRANSIT OPERATORS

SECTION 1 - DEFINITION OF EMPLOYEES

3 A. A Full-Time Transit Operator shall mean a person employed by METRO on a
 4 continuing basis who receives an eight (8) hour minimum guarantee of straight-time pay per day, not
 5 to exceed five (5) days per week, or a ten (10) hour minimum guarantee of straight-time pay per day
 6 not to exceed four (4) days per week, provided he/she has accepted all work assigned as specified in
 7 the remainder of this Article. For each regularly scheduled workday or portion thereof on which a
 8 Regular or Extra Board Operator does not perform his/her assignment, he/she shall lose his/her
 9 guarantee for that day and he/she shall be paid only for actual time worked, unless otherwise provided
 10 in this AGREEMENT. A regularly scheduled workday shall be defined as a day on which an
 11 Employee is normally required to work.

12 B. There will be two (2) kinds of Full-Time Transit Operators: Regular Operators and
 13 Extra Board Operators. A Regular Operator shall mean a Full-Time Transit Operator who picks runs
 14 as a work assignment for his/her eight (8) or ten (10) hour guarantee. An Extra Board Operator shall
 15 mean a Full-Time Transit Operator who picks the Extra Board or Report and works all assignments
 16 placed on the Extra Board for his/her eight (8) hour guarantee.

17 C. A Regular or Extra Board Operator who desires to work on a less than full-time
 18 basis while attending school or for compassionate reasons may, with METRO's approval, be
 19 transferred to Group D status, provided he/she has completed one (1) continuous year of service as a
 20 Regular or Extra Board Operator immediately preceding transfer to this group. Group D Operators
 21 will be subject to the following:
 22 1. A Group D Operator will be paid his/her normal hourly rate. A Group D
 23 Operator may select either a part-time assignment or a position on the Extra Board with restricted
 24 availability of days and times.

25 2. Group D Operators will be eligible for the benefits and conditions of regular
 26 Part-Time Operators.
 27 3. Group D Operators will be paid at the overtime rate for all work in excess
 28 of eight (8) hours in a workday. All time worked in excess of forty (40) straight-time hours in a

SECTION 2 - FULL-TIME GUARANTEES

workweek shall be paid at the overtime rate.

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

5. A Group D Operator who works a weekday tripper:
a. Will have the same guarantees as a Part-Time Operator for each tripper assignment worked.
b. Will work on holidays when his/her picked assignment is scheduled to be in service. On Sunday-schedule holidays, he/she will be limited to working his/her picked assignment only.

6. Group D Operators will pick their vacations as Full-Time Operators with the amount of vacation taken in accordance with Article 9.

7. A Group D Operator who selects a position on the Extra Board:
a. Must pick either: 1) a run combination on Saturday and at least two (2) peak-time weekday periods as defined by METRO, or 2) at least five (5) peak-time weekday periods as defined by METRO.
b. Will have an eight (8) hour guarantee on Saturday, if picked, and will be guaranteed the part-time minimum tripper guarantee for each weekday peak period picked.
c. Must declare his/her intention to pick a Group D Extra Board position fourteen (14) days prior to the first day of Full-Time Operator pick.
d. Must meet Extra Board Operator qualification requirements.
e. Shall be assigned from surplus work by Group D seniority before any ATL or overtime assignments are made.

8. Group D will be administered according to guidelines mutually developed and agreed to by METRO and the UNION.

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

1 A. Full-Time Operators will not be required to accept Part-Time Operator status.

2 B. METRO will not reduce the number of Full-Time Transit Operators below one

3 thousand two hundred twenty-three (1,223). In the event of a layoff, all Part-Time Transit Operators

4 shall be laid off prior to the layoff of any Full-Time Transit Operator, provided that for every two (2)

5 Part-Time Transit Operators laid off due to a substantial reduction of funds or ridership, METRO

6 may, at its discretion, reduce the daily guarantee of one (1) Full-Time Transit Operator position to

7 five (5) hours. Full-Time Operators will pick such reduced-guarantee positions by seniority. Full-

8 Time Operators selecting a reduced-guarantee position will have two (2) consecutive off days and

9 will pick an assignment with a guaranteed paid time of five (5) hours for each of their regular work

10 days. Operators selecting a reduced guarantee position will be paid at the overtime rate for all time

11 work in excess of eight (8) hours in a day and for all time worked in excess of forty (40) straight-time

12 hours in a workweek. Nothing herein shall be construed as giving METRO the authority to reduce

13 any other right or benefit of affected Full-Time Transit Operators. Reinstatement of the eight (8) hour

14 daily guarantee shall be in seniority order on the same one (1) for two (2) basis as the reduction, when

15 the Part-Time Operator positions vacated by the layoff are filled.

16 C. Assignment of specials and extras will be made to Full-Time Operators only,

17 except as otherwise provided in this AGREEMENT

18 D. The number of Part-Time Transit Operators, with each dual tripper Operator

19 counted as two (2) Operators, shall not exceed forty-five percent (45%) of the total number of Transit

20 Operators.

21 E. All runs and reports will be worked by Full-Time Operators.

22 F. All full-time vacation reliefs will be worked by Full-Time Operators.

23 G. Work left vacant because of the absence of a Full-Time Operator will be worked

24 by a Full-Time Operator, unless otherwise specified in this AGREEMENT.

25 H. For five hundred (500) day base units, the minimum number of full-time runs shall

26 be eight hundred forty-three (843). For every day base unit above or below five hundred (500), the

27 minimum number of full-time runs will increase or decrease by one (1) respectively. Day base units

28 are defined as the number of coaches operating regularly scheduled service at noon each weekday or

2 I. The Extra Board will be worked only by Full-Time Operators.

3 SECTION 3 -- GENERAL CONDITIONS

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

6 B. The Base Dispatcher/Planner may use his/her judgment as to which Operator to use
7 in an emergency.

8 C. Any Operator not being relieved when arriving at the relief point will call the

9 Coordinator and inform him/her that no relief Operator is present. If the Operator does not wish to
10 continue working, he/she shall follow the procedures set forth herein. If the coach is inbound the

11 Operator will operate to Pine Street going northbound, to Main Street going southbound, or to Third
12 Avenue going west-bound or eastbound, then return to the base. If the coach is outbound with

13 passengers, the Operator will continue to the terminal if the round trip back to the relief point is less
14 than one and one-half (1-1/2) hours. If the round trip back to the relief point is more than one and

15 one-half (1-1/2) hours, METRO must dispatch a car with a relief Operator and must return the

16 relieved Operator to the base. Coaches which do not operate through the Seattle central business

17 district will be governed by the one and one-half (1-1/2) hour rule.

18 D. An assignment shall be defined as any work or duties that the Employee is required
19 to perform.

20 E. If an Operator loses an RDO because of a change in schedule, he/she will be given
21 time off to compensate for such day. No Operator may have more RDOs in any pay period than

22 he/she would have received had no change of schedule been made.

23 F. The cutoff time for calling to be removed from the sick list, and for signing the

24 layoff book for time off, is 10:00 a.m. Should an Operator report sick after 10:00 a.m., he/she may

25 retain his/her following day's full assignment by calling off the sick list at least one (1) hour prior to

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

27 G. At each pick, an Operator may indicate his/her preference regarding training

28 assignments. METRO will attempt to accommodate an Operator's preference when assigning

1 students; however, any Operator may be given a training assignment if necessary. Trainees shall
 2 drive during all training assignments unless METRO or the instructing Operator determines that
 3 safety would be jeopardized.
 4 H. METRO shall provide a minimum five (5) minute scheduled layover after each
 5 revenue trip, except when:

6 1. The revenue trip is less than fifteen (15) minutes long, or

7 2. The revenue trip is the last revenue trip before the coach returns to the base,

8 or

9 3. The revenue trip is live-looped or through-routed, or

10 4. The layover has been reduced by mutual agreement of METRO and the

11 UNION.

12 When circumstances beyond the Operator's control result in less than five (5) minutes layover in the

13 previous two (2) hours, the Operator shall be entitled to a five (5) minute layover at the next outer

14 terminal, except on his/her last trip, provided the Operator attempts to notify the Coordinator.

15 METRO agrees to review routes or assignments identified by the UNION as having insufficient

16 layover time.

17 I. In order to provide reasonable breaks, METRO shall endeavor to schedule at least

18 one (1) fifteen (15) minute layover in assignments over five (5) hours in length. When an Operator

19 working an assignment finds it does not provide reasonable break time, the Operator should notify

20 METRO of such by filing a service report.

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

22 K. When a Sunday schedule is operated on a holiday, an Operator who has picked a

23 Sunday run and whose regular workday falls on the holiday will work his/her Sunday run. A Regular

24 Operator on a regular workday without a Sunday run shall have the day off at holiday pay.

25 L. Each day at each base, METRO guarantees that for every forty-five (45) Full-Time

26 Operators normally scheduled to work on that day at that base, rounded to the nearest forty-five (45),

27 one (1) Full-Time Operator shall be excused from his/her assignment. However, the guarantee shall

28 be a minimum of one (1) each day for any base with Full-Time Operators. These guarantees shall not

1 apply in the case of an extreme emergency.

2 M. Separate layoff books for Full-Time and Part-Time Operators will be maintained

3 at each base. Once the minimum guarantees are met, the number of additional Part-Time Operators

4 excused on a particular day shall not be greater than the number of additional Full-Time Operators

5 excused on that same day. However, if excusing additional a.m. or p.m. Part-Time Operators or

6 Full-Time Operators wanting a portion of the day off would balance the open work, METRO may

7 excuse such Operators. After all Full-Time Operators who have so requested are excused, there shall

8 be no limit to the number of Part-Time Operators excused.

9 N. Candidates for Supervisor-in-Training positions shall be selected from METRO

10 Full-Time Transit Operators who have at least three (3) years of current, full-time driving service.

11 O. All assignments shall be completed within a maximum sixteen (16) hour spread.

12 Such spread will begin with the start time of the first assignment following at least eight (8)

13 continuous hours off.

14 P. When an Operator presents a valid medical restriction which prevents operation of

15 the equipment or in the facility of his/her assignment, METRO will work with the UNION to find a

16 mutually agreeable alternate assignment for the remainder of the shake-up. If METRO wishes to

17 change the coach type on a picked assignment to a type that a Regular Operator of that assignment is

18 restricted from operating, METRO must find an alternate assignment that is agreeable to both the

19 Operator and the UNION. In cases where no agreement can be reached, METRO will not change the

20 coach type.

21 Q. A Regular or Report Operator on his/her regular day to work may, with at least one

22 day advance notice, trade his/her regular assignment for an available float combo, as defined in

23 Section 5 Paragraph E, for the purpose of scheduling a personal appointment during the float combo's

24 split; an Extra Board Operator may request an out-of-rotation assignment to the float combo for the

25 same reason. Except as provided in Section 8 Paragraph E, an Operator may be assigned to a float

26 combo no more than once in each calendar month.

27 SECTION 4 - RUNS

28 A. There shall be two types of Full-Time Operator runs.

1 A straight run or "straight" will consist of straight-through work which is at

least seven hours and eleven minutes (7:11) including platform, report and travel time.

2. A run combination or "combo" will consist of two (2) or three (3) pieces of

work which are at least seven hours and eleven minutes (7:11) in total work time, including platform,

report and travel time, and which are within a spread time of twelve and one-half (12 1/2) hours.

Combos with more than one (1) split will be paid straight-through for the lesser split. Any combo

with a split of twenty-nine (29) minutes or less will be paid straight-through and classified as a

straight. Combos which quit after 8:00 p.m. shall be paid straight-through.

B. A day run shall be defined as any run which is completed by 8:00 p.m.

C. A night run shall be defined as any run that is completed after 8:00 p.m.

D. At the discretion of METRO, "frags", defined as assignments less than seven hours

and eleven minutes (7:11), including platform, report and travel time, may be posted and selected at

the pick. Frags will be guaranteed eight (8) hours pay. All other contract provisions relating to runs

shall apply to frags.

E. The total number of straight-through day runs for the system on weekdays or

Saturdays shall be equivalent to at least seventy percent (70%) of the day base units on weekdays or

Saturdays, respectively.

F. Straight-through day runs shall comprise at least fifty-eight percent (58%) of all

straight-through runs.

G. At least seventy percent (70%) of all Saturday runs shall be straight-through runs.

There shall be no combos on Sunday.

H. Runs and trippers on a route may be assigned to more than one (1) base.

I. Runs shall be determined by METRO in accordance with the provisions in this

Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be

defined as a tripper.

J. Any Extra Board Operator working a regularly scheduled run shall be paid the

regularly scheduled run pay.

K. In the event of a vacancy, runs and combos may be broken into trippers on the

1 same day in order to allow METRO to fill all work.

2 **SECTION 5 - OPERATOR PICKS**

3 A. At pick, seniority for all Full-Time Operators shall prevail in the selection of runs,
4 reports and/or board positions, vacations, overtime trippers, bases, and RDOs.

5 B. A system shake-up shall occur three (3) times a year. Shake-ups shall be a
6 minimum of sixteen (16) weeks and a maximum of twenty (20) weeks, unless the UNION and
7 METRO mutually agree otherwise. All established practices and procedures for the Operator picks
8 shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the
9 following shake-up period.

10 C. Copies of the pick schedule will be posted in each base and in the UNION office at
11 least two (2) weeks prior to the first day of the pick. The UNION will supply METRO with a signed,
12 certified Operator seniority list three (3) weeks prior to the first day of the pick.

13 D. A Full-Time Operator who wishes to select an assignment must select an
14 assignment according to the seniority list certified for the pick, unless the UNION and METRO
15 mutually agree otherwise.

16 E. METRO will determine the work, possible RDO combinations and the base from
17 which work will originate. METRO and the UNION will select one combo at each base that will be
18 withheld from pick, which will be available for daily assignment to Operators wanting to schedule
19 personal appointments during the combo split; such combos will be called float combos. Copies of
20 all assignment sheets showing the runs, reports, Extra Board positions, and available RDO
21 combinations will be posted in the pick room six (6) days prior to the start of assignment selection.
22 The UNION agrees to staff the pick room on weekend days.

23 F. The UNION shall be supplied a copy of the final work assignments to be used for
24 the pick at least two (2) weeks prior to the first day of the pick.

25 G. A Regular Operator who has Sunday off may pick a vacant Sunday assignment, by
26 seniority, for work on any Sunday-schedule holiday. This selection will take place at the base after
27 the Operator pick and after Report and vacation relief Operators have made their selections. If vacant
28 Sunday assignments are still available, they may be offered for pick by seniority to all Full-Time

1 Operators at the base whose RDO falls on the holiday.

2 H. Each Operator shall have two (2) consecutive RDOs, or in case of a 4/40 Operator

3 three (3) consecutive RDOs, in every seven (7) day period, except when Operator shake-ups or move-

4 ups make this impossible.

5 I. A Full-Time Operator who selects Regular or Report Operator status shall select

6 five (5) consecutive workday assignments. Each Operator's selections must be all runs or all reports

7 and must be exclusively day assignments or exclusively night assignments. If an Operator selects

8 runs, there must be at least eight (8) hours off between assignments on consecutive days. If an

9 Operator selects reports, there must be at least eight (8) hours off between assignments on

10 consecutive workdays in addition to the spread time. No Operator will be forced to pick an

11 assignment of runs or reports which would result in less than ten and one-half (10-1/2) hours off

12 between consecutive workday assignments, or less than fifty-six (56) hours off on his/her two (2)

13 consecutive RDOs.

14 J. An Operator shall report to the pick room at least twenty (20) minutes before

15 his/her pick time, receive instructions and use this time to examine available work assignments. No

16 Operator shall be compensated for time spent in the selection process, unless it is during his/her

17 regular work hours.

18 K. A UNION representative shall be present during picks.

19 L. An Operator, who fails to appear at his/her scheduled pick time and who does not

20 notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected for

21 him/her by the UNION representative. The UNION representative shall make an effort to select an

22 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will

23 not be subject to the grievance/arbitration procedure.

24 M. When a new operating base opens or an existing operating base closes and that

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

26 N. In order to pick a Group D assignment, an Operator must request a transfer at least

27 fourteen (14) days prior to the first day of the pick. Group D Operator vacations will be selected at

28 the Full-Time Operator pick. A Group D Operator working a Part-Time Operator assignment shall 1)

1 waive his/her right to select assignments at the Full-Time Operator pick; 2) shall select his/her

2 assignment, by seniority, after all regular Part-Time Operators have picked and may exercise the right

3 to submit a work restriction form. A Group D Operator returning to assignment as a Full-Time

4 Operator shall be assigned to the bottom of the Day Board at the base currently picked until the next

5 shake-up.

6 O. Each Operator must pick work which is compatible with any existing medical

7 restrictions s/he has on file with METRO. Failure to do so will result in forfeiture of the Operator's

8 daily or assignment guarantee for each day on which the Operator has picked an incompatible

9 assignment, unless no work is available within the Operator's restriction.

10 SECTION 6 - MOVE-UPS

11 A. If regular or report assignments become vacant, less senior Operators at the base

12 may request a move-up. An Operator who moves up must pick the entire assignment of the Operator

13 who vacated the run or report. If a Regular Operator moves up to a report assignment, such Operator

14 will be placed at the bottom of the day board. An Extra Board Operator who moves up to a report

15 assignment will remain on his/her picked board position. If new Extra Board RDO combinations

16 become available, Extra Board Operators at the base who could not have picked these RDO

17 combinations may choose the new RDO combinations. Operator move-ups will be conducted only

18 when they can be implemented at least twenty-eight (28) days prior to a shake-up.

19 B. Move-ups will be conducted by Shop Stewards at the affected base at the direction

20 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the

21 grievance/arbitration procedure.

22 SECTION 7 - SELECTING VACATIONS

23 A. Vacations may be split into periods of one (1) or more full weeks. If an

24 Employee's vacation is not evenly divisible into full weeks, the odd number of days must be taken as

25 a block in one (1) period.

26 B. Operators may pick only one (1) prime time vacation per year. METRO shall

27 determine the number of vacations offered in each period. Each year, METRO shall furnish the

28 UNION with a list of vacation periods.

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

4 D. Future pick and shake-up dates occurring during the vacation periods that

5 Operators can select at the current pick shall be posted in the pick room by METRO.

6 E. After a vacation relief has been assigned to an Extra Board Operator, there shall be no changes in vacation unless agreed upon by the Operator who is assigned the vacation relief.

8 F. An Operator may, with METRO approval, change his/her vacation at the base to a

9 period which he/she did not have the seniority to pick provided the available period(s) are posted at least one (1) week in advance.

11 SECTION 8 - EXTRA BOARD

12 A. Each base having Operators shall have a Day Extra Board to fill those assignments left open, to fill any special work, and to fill overtime assignments according to the overtime

14 assignment process. In addition, bases having night work shall also have a Night Extra Board for the same purposes. Day and Night Boards shall be open for selection at the pick by all Full-Time

16 Operators by seniority. Operators may select any available position on either Extra Board.

17 B. During a shake-up, any newly hired Operators shall be placed at the bottom of the

18 Day Board. Selection of position shall be by seniority.

19 C. All work assigned to an Extra Board Operator as part of his/her regular workday

20 assignment will be within a spread of thirteen (13) hours unless voluntarily waived by the Operator or

21 in the case of an extreme emergency.

22 D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be

23 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Operator who is

24 available the following day will receive one (1) hour of straight-time pay, except in case of extreme

25 emergency.

26 E. The Extra Boards shall be assigned according to the following rules:

27 1. All available work will be sorted into two (2) categories as follows:

28 a. Category A shall include:

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

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

as determined by a 13-hour spread.

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

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

5) Tripper and report combinations which have a latest quit

time of 8:00 p.m. or earlier as determined by a 13-hour

spread.

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

or earlier.

b. Category B shall include:

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

2) Reports which have a quit time later than 10:00 p.m., as

determined by a 13-hour spread.

3) Combos or other combinations of work which quit later than

8:00 p.m.

4) Special work which has an estimated quit time of later than

8:00 p.m.

2. Category B assignments shall be assigned first, beginning with the Night

Board, from the bottom of the board, according to quit time, latest quit time assigned first.

a. If there are more available Operators on the Night Board than

assignments in Category B, then the remaining Night Board Operators shall be assigned Category A

work with the latest start time assigned first.

b. If there are fewer available Operators on the Night Board than

available assignments in Category B, then remaining Category B assignments shall be assigned to the

Day Board, latest quit first, from the bottom up.

3. Category A work shall be assigned next to the Day Board, from the top of

the board down, according to quit time, with the earliest quit assigned first.

4. Quit time of special work shall be estimated by METRO for the purpose of

establishing assignment sequence. There is no guarantee that special work will quit at the estimated

time.

5. If two (2) or more Operator assignments within the same category quit at

the same time, they shall be assigned as follows:

a. A run will be assigned before a report.

b. An assignment with more pay will be assigned before an assignment

with less pay.

c. If two (2) assignments pay the same, the assignment with the lesser

amount of work including report time and travel time will be assigned first.

d. If two (2) assignments pay the same and have the same amount of

work including report time and travel time, they will be assigned at the discretion of METRO.

6. If the number of Extra Board Operators available for work on a regular

workday is greater than the number of available runs, reports and special work which fits the

definition of a run, then tripper combinations may be inserted in the assignment sequence according

to their quit times. Tripper combinations will be made with trippers, pieces of work and special work

under seven hours and eleven minutes (7:11) at METRO's discretion. Tripper combinations with

more than one (1) split will be paid straight-through for the lesser split. Any tripper combination split

of twenty-nine (29) minutes or less will be paid straight-through.

7. If the number of Extra Board Operators available for work on a regular

workday is less than the number of available runs, reports and special work which fits the definition

of a run, runs may be taken out of the assignment sequence. The runs to be removed from the

assignment sequence will be combos, late day runs with 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 p.m., in that order.

8. All weekday pieces of work open before the Extra Board's 10:00 a.m.

cutoff will be assigned to Full-Time Extra Board Operators, who are qualified and available, as a

regular assignment. Any remaining work, except work left vacant by Part-Time Operators, will be

assigned first according to the overtime assignment sequence, then to Part-Time Operators on the

1 Additional Tripper List, except as prohibited in this AGREEMENT. Work left vacant by Part-Time

2 Operators will be assigned first to the Additional Tripper List, then to Full-Time Operators according

3 to the overtime assignment sequence in accordance with this AGREEMENT.

4 9. On holidays, an Operator left without an assignment shall receive the day

5 off at holiday pay. All Operators in a base who request the holiday off via the layoff book will be

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

7 10. An Operator who is qualified in accordance with Section 12, but who is

8 not qualified on the specific assignment he/she would normally receive, shall be passed over until the

9 first assignment for which he/she is qualified becomes available. If work is not available to match an

10 Operator's qualifications, the Operator shall be placed on report and may be sent out to qualify. The

11 eight (8) hour guarantee shall apply for that day. If the last Operator available does not qualify for the

12 last assignment available in the assignment sequence, then the next latest quit assignment for which

13 that Operator qualifies shall become his/her assignment for the day and the remaining Operators shall

14 be assigned in the normal sequence. This process may be repeated until the last available Operator is

15 qualified on the last available assignment.

16 11. Any Extra Board Operator who receives an assignment out of sequence,

17 except as provided for elsewhere in this AGREEMENT, shall receive one (1) hour of straight-time

18 pay, except in case of extreme emergency. Any Operator who receives an overtime assignment out of

19 sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the

20 assignment he/she should have had or the assignment he/she received, whichever is greater.

21 12. The following provisions shall apply to Extra Board Operators who choose

22 vacation reliefs:

23 a. Extra Board Operators, except Report Operators, may request to

24 work the runs or reports of Operators who are on vacation, sick leave, industrial injury, disability

25 leave, or unpaid leave of absence of one (1) week or more. Vacant runs or reports may be picked as

26 vacation reliefs until they are filled by a move-up. An Operator will be allowed to pick vacation

27 reliefs only on assignments that have the same RDOs as the Operator. Operators will pick this work

28 by seniority.

1 b. An Extra Board Operator shall be qualified prior to the effective

2 starting date of the vacation relief.

3 c. For a Sunday-schedule holiday, all Extra Board Operators who

4 regularly work that day, and who are working vacation reliefs which have no Sunday assignment,

5 shall pick from all vacant Sunday assignments available after Report Operators have picked.

6 d. When a vacation relief assignment ends, the Extra Board Operator

7 shall revert to his/her regular picked position on the Extra Board without any penalty to METRO.

8 This Operator then becomes eligible for the next available vacation relief, or remainder of an

9 unpicked vacation relief, according to seniority.

10 e. Extra Board overtime policies remain unchanged.

11 f. An Extra Board Operator picking a vacation assignment must work

12 the entire vacation assignment, except as provided in Paragraph d.

13 13. If an Extra Board Operator's normal sequence assignment conflicts with

14 his/her partial absence or non-driving assignment, then such Operator will be given an assignment

15 which is not a straight-through run and which has a quit time within one (1) hour of his/her normal

16 sequence assignment. METRO will attempt to maximize straight-time paid work hours for such

17 Operator.

18 F. No Operator's RDO shall be cancelled or changed without the consent of the

19 Operator, except in extreme emergency. Each Extra Board Operator shall have a minimum of fifty-

20 six (56) hours off for his/her two (2) consecutive RDOs.

21 G. Any Extra Board Operator may request to add or remove a guarantee of ten and

22 one-half (10-1/2) hours off between consecutive days' assignments, provided this is requested in

23 writing at the pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board

24 Operator requesting the ten and one-half (10-1/2) hours off between consecutive days' assignments

25 and who would not receive ten and one-half (10-1/2) hours off in the normal assignment sequence

26 will fall out of the normal assignment sequence, and will receive the first available assignment after

27 his/her ten and one-half (10-1/2) hours off.

28 H. An Extra Board Operator who, for any reason, does not receive his/her requested

1 ten and one-half (10-1/2) hours off, may elect to "pass up" by submitting a written statement at the
 2 completion of the day's assignment. An Operator electing to pass up will report to the base after
 3 his/her ten and one-half (10-1/2) hours off, unless notified to report later.
 4 I. An Extra Board Operator may be assigned work at other bases, when necessary to
 5 balance available work, subject to the following:

6 1. On Sunday-scheduled holidays, Bellevue Base Extra Board Operators may
 7 be assigned to other bases as needed.

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

10 3. In addition to the volunteer list, METRO may designate Interbase Transfer

11 Extra Board positions with varying RDO combinations at each operating base. Such positions will be
 12 selected at Operator pick by seniority. An Operator who picks an Interbase Transfer position must
 13 choose to be on either the "volunteer list" or "force list". Bellevue Base will be limited to two (2)

14 Interbase Transfer positions which shall have Saturday-Sunday as their RDO combination. At all

15 other operating bases, there shall be no more than five (5) Inter-base Transfer RDO combinations

16 posted. Regardless of the number of positions posted, there will be no more than one (1) Saturday-

17 Sunday combination, no more than one (1) Sunday-Monday combination, no more than two (2)

18 Tuesday-Wednesday combinations, and no more than two (2) Thursday-Friday combinations posted

19 at each operating base. There will be no Inter-base Transfer positions with Monday-Tuesday,

20 Wednesday-Thursday or Friday-Saturday RDO combinations.

21 4. An inter-base transfer assignment will not adversely affect the quit time

22 sequence of the Extra Board for the following day.

23 5. Within each base, inter-base transfer work will be assigned in the following

24 order:

25 a. Inter-base transfer work will be assigned first, in seniority order, to

26 those Inter-base Transfer Operators who choose to be on the Inter-base Transfer volunteer list.

27 b. Next, inter-base transfer work will be assigned, in inverse seniority

28 order, to those Inter-base Transfer Operators who choose to be on the Inter-base Transfer force list.

1 c. Next, to Extra Board Operators who volunteer for inter-base

2 transfers who did not pick an Inter-base Transfer position. Such transfers will not be subject to the
3 premium in Paragraph 6.

4 6. If an Inter-base Transfer Operator is assigned an inter-base transfer

5 assignment and either works the entire assignment, works an alternative assignment at METRO's
6 direction, or is on a full-day Union Leave, he/she will receive a daily premium of one (1) hour of

7 straight time pay.

8 7. At METRO's discretion, Inter-base Transfer Operators may be assigned to

9 qualify on routes and equipment operating out of a different base. Each Inter-base Transfer Operator
10 may select one suburban location (North, East/Belleuve or South) for which he/she will not be

11 assigned to qualify.

12 8. With thirty (30) days notice, METRO may require an Inter-base Transfer

13 Operator to qualify on up to three (3) major routes out of a base other than his/her picked base. Each
14 Inter-base Transfer Operator may select one suburban location (North, East/Belleuve or South) for

15 which he/she will not be required to qualify.

16 9. An Inter-base Transfer Operator may qualify on any major route and will be

17 paid at the applicable rate.

18 10. Each Inter-base Transfer Operator will be assigned overtime according to

19 his/her pick option, at his/her home base.

20 J. Except as provided in Paragraph I, no Extra Board Operator will be required to

21 qualify on routes not regularly assigned to his/her operating base.

22 **SECTION 9 - REPORT OPERATORS**

23 A. Report times will be posted and selected at the Operator pick.

24 B. Operators shall pick reports according to the open pick system.

25 C. An Operator picking reports must be qualified on seventy-five percent (75%) of all

26 routes from the selected base by the first day of the shake-up. He/she must be qualified on all routes

27 and foreign routes from that base, except for Center Park and/or Waterrfront Streetcar, thirty (30) days

28 after the effective date of the shake-up. METRO shall determine which report positions at the

1 applicable base shall be required to qualify on Center Park and/or Waterront Streetcar and will post
 2 this information in the pick room. An Operator who picks such a position and fails to qualify on this
 3 service will remain on his/her picked report for the shake-up, but will be required to qualify on such
 4 service before again picking such a report. If an Operator fails to qualify on this service, he/she will
 5 be given an additional opportunity to qualify prior to the next Operator pick. No Report Operator will
 6 be required to qualify on routes not regularly assigned to his/her picked operating base.

7 **D.** Report Operators will be available for a spread of thirteen (13) hours and must
 8 accept all work according to Report Operator work rules set forth in this AGREEMENT.
 9 **E.** For a Sunday-schedule holiday, a Report Operator having a Sunday report and who
 10 regularly works on that day will work his/her Sunday report. A Report Operator on his/her regular
 11 workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
 12 seniority, or to revert to his/her position on the Extra Board for assignment.

13 **F.** METRO may adjust picked report times by a maximum of thirty (30) minutes
 14 when a change is needed. METRO shall give five (5) days notice to an Operator whose report will be
 15 affected. When changes adversely affect an Operator's personal life or impose serious hardship in
 16 reporting to work, the Operator may request that the base supervisor and the UNION review the
 17 matter.

18 **G.** An Operator may voluntarily waive his/her 13-hour spread. An Operator may not
 19 waive the eight (8) continuous hours off. The maximum spread will be sixteen (16) hours. A Report
 20 Operator who waives his/her 13-hour spread must still be available for his/her regular shift the next
 21 day.

22 **H.** Except as otherwise provided in this AGREEMENT, all time served on report
 23 shall be paid. Any Operator required to report shall receive a minimum of two and one-half (2-1/2)
 24 hours pay. However, an Operator serving on report shall be considered on report, regardless of
 25 assignment, until released. Two and one-half (2-1/2) hours shall be paid when released from report
 26 and assigned work starting more than two and one-half (2-1/2) hours after reporting. At the
 27 completion of an assignment, an Operator may be released or assigned to further duties. If report
 28 time and tripper time are consecutive, report time will be used to make up the tripper guarantee.

1 Report time will stop at the beginning of pay time.

2 I. At the beginning of each shake-up, METRO shall define the number of report

3 positions and the report time of each position. Additional report assignments may be added at the

4 discretion of METRO, provided that any assigned or picked report shall not share the same report

5 time. If METRO determines that it is necessary to continue these additional report times for the

6 remainder of the shake-up, they will be subject to a move-up.

7 J. The Operator with the earliest first report time gets the first piece of work that is or

8 becomes available within his/her spread, except in cases of emergency. If the assignment is less than

9 eight (8) hours work time, the Operator may be assigned additional work within the terms of this

10 AGREEMENT. When assignments have the same quit time, the rules of Section 8, Paragraph E.5

11 also apply to Operators on report. Operators on late report follow the last Report Operator and the

12 last Operator on pass-up. When necessary for a Report Operator to be assigned work at another base,

13 he/she shall be paid straight through until the start of the assignment and shall be paid actual travel

14 time back to the original base.

15 K. At the discretion of the Base Dispatcher/Planner, assignments that become

16 available for Report Operators may be broken up if necessary to keep service in operation.

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

18 may be assigned at that time for the remainder of the day at the discretion of the Base

19 Dispatcher/Planner.

20 M. An Operator on paid report who is not qualified but who has met the qualification

21 requirements contained in Paragraph C will be passed over and, if no further work opens for which

22 he/she is qualified, will not lose his/her eight (8) hour guarantee for that day.

23 N. An Operator required to serve on report on a Sunday or Sunday-schedule holiday,

24 shall serve continuous report until given work or released for the day. An Operator who has picked a

25 Saturday report shall serve continuous report until given work or released for the day.

26 O. Should an Operator who has picked a regular report, and another Operator who has

27 a non-regular report share the same initial report time, the Operator who must be off earliest will be

28 first up. If both Operators must be off at the same time, the Operator with the regular report will have

1 first right of refusal for the assignment. Should two (2) or more Extra Board Operators have the same
2 initial report time, the most senior Operator will have first right of refusal on an available assignment.
3 P. No Report Operator will be required to work prior to report time.
4 Q. A Report Operator with a partial absence or non-driving work assignment that is
5 within his/her 13-hour spread will be removed from his/her report and given an assignment that starts
6 no earlier than the start time of his/her report assignment and has a scheduled quit time within his/her
7 normal spread or within thirteen (13) hours of his/her non-driving work assignment, whichever is
8 earlier. METRO will attempt to maximize straight-time paid work hours for such Operator.

SECTION 10 - OVERTIME

9 A. All hours worked in excess of eight (8) hours in the scheduled workday or work on
10 a RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half (1-1/2) times
11 the existing straight-time rate of pay for actual overtime hours worked, except where otherwise
12 specified in this AGREEMENT.
13 B. Any Operator working a regular run on his/her RDO shall be paid for eight (8)
14 hours at the overtime rate or for actual overtime hours worked, whichever is greater. An Operator
15 who works two (2) separate and complete runs on the same day will be paid such guarantee for each
16 run. An Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed
17 a minimum for the day of two hours and forty minutes (2:40) pay at the overtime rate.
18 C. All runs shall be assigned and every available Operator shall have work before any
19 overtime assignment is made.
20 D. If overtime is available it shall be assigned by seniority with the greatest pay time

21 first, according to the following Operator sequence:

- 22 1. Extra Board Operators on regular workday, within spread.
- 23 2. Extra Board Operators on an RDO.
- 24 3. Regular Operators on regular workday.
- 25 4. Regular Operators on an RDO.
- 26 5. Extra Board Operators on regular workday voluntarily exceeding their
- 27 spread time, except as provided in Section 3, Paragraph O.
- 28

1 6. Extra Board Operators on regular workday forced in inverse order of seniority.

2 E. No Operator shall be required to work on his/her RDO. No Regular Operator shall be assigned overtime work unless he/she volunteers for such work.

3 F. Any Operator volunteering for overtime shall be required to work the overtime assigned.

4 G. An Extra Board Operator may request to add or remove overtime availability for regular workdays at the pick or prior to 10:00 a.m. on Thursday, to be effective Saturday.

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

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

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

8 1. A Regular Operator may select one (1) overtime tripper per day, including his/her RDO. An Extra Board Operator may select one (1) overtime tripper for each RDO.

9 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.

10 3. If all posted trippers are not picked, the balance shall be offered for pick at the base to all Full-Time Operators, including Group D Operators, by Full-Time Operator seniority.

11 An Operator may pick a second tripper per day at this time. An Extra Board Operator may not pick a tripper on his/her regular day to work. Any remaining trippers shall be assigned according to the work rules.

4. An Operator who has picked an overtime tripper will be assigned that

tripper on the day(s) picked unless excused.

5. An Operator may pick overtime trippers only at the base he/she picked.

SECTION II - SPECIAL ALLOWANCES

A. Ten (10) minutes report time shall be paid at the applicable rate.

B. Thirty (30) minutes straight-time pay shall be paid for the first report of each

accident. If an Operator is required to fill out a report by the State of Washington or a local police

department in addition to his/her regular accident report, an additional thirty (30) minutes straight-

time pay shall be paid for filling out that report of the accident. If the Safety Officer approves the first

accident report and the Operator is called in to fill out an additional report other than those for the

State of Washington or local police departments, an additional thirty (30) minutes straight-time pay

shall be paid for filling out each additional report. Forty-five (45) minutes straight-time pay shall be

paid for the first report of each accident involving a collision with another vehicle in which both

vehicles are moving or in any collision with a pedestrian.

C. The following straight-time premiums shall be paid only when these reports cannot

be completed during platform hours. To be paid, an Operator must submit complete and accurate

reports:

1. Incident reports, except those involving Operator assaults - ten (10)

minutes.

2. Incident reports involving Operator assaults - twenty (20) minutes.

3. Bus Vandalism reports - five (5) minutes.

4. Found tags - five (5) minutes.

5. Operator Request slips - five (5) minutes.

6. Safety reports, when requested by a supervisor - five (5) minutes.

7. Service reports, when requested by a supervisor - five (5) minutes.

D. An Operator who is not on report shall be paid a minimum of one (1) hour straight-

time pay for a coach change.

E. One (1) hour straight-time pay shall be paid to a Full-Time Operator for each day

1 spent instructing a student.

2 F. If an Operator is working a tripper, extra or report, and the overtime rate applies,

3 he/she will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.

4 G. Two and one-half (2-1/2) hours, including report and travel time, shall be the

5 minimum time paid for regularly scheduled trippers, extras, and specials assigned to Full-Time

6 Operators.

7 H. An Extra Board Operator, who works past a twelve (12) hour spread on a workday,

8 and who under the provisions of this AGREEMENT would not be paid at the overtime rate, shall be

9 paid spread pay to increase the rate of pay to time and one-half (1-1/2) for time in excess of twelve

10 (12) hours.

11 I. Each Regular or Extra Board Operator, who works a combo or frag having a spread

12 longer than ten and one-half (10-1/2) hours, and who would not be paid at the overtime rate under the

13 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-

14 half (1-1/2) for time in excess of ten and one-half (10-1/2) hours.

15 J. Road relief travel time shall be paid at the applicable rate based upon the maximum

16 time required for travel from the base to a relief point during the applicable period of the day.

17 K. Tripper storage travel time shall be paid at the applicable rate for the time

18 established for travel between the storage base and the home base and for waiting to either board a

19 shuttle or start a trip, whichever is applicable.

20 L. An Operator who is relieved on the road and is directed by METRO to return to the

21 base to submit an accident or incident report or a found item will be paid travel time at the applicable

22 rate.

23 SECTION 12 - QUALIFICATION

24 A. The Training Section will determine the standards and procedures required for

25 qualification on routes. The Training Section will determine the amount of time paid to qualify on

26 routes. A list will be posted at each base in the Operators' reporting area showing the amount of time

27 that will be paid for qualifying. When an Operator is assigned to qualify in a car or bus, he/she will

28 receive pay for actual time spent qualifying. The Training Section will determine what constitutes a

1 major route change that would necessitate requalification. The Training Section will keep a

2 permanent record of all route changes and whether such changes were minor or major. The most

3 recent major change and the three (3) most recent minor changes on each route will be identified by

4 date in The Book. Pay for qualifying will be at the applicable rate. If the UNION disagrees with the

5 amount of qualification time, the parties shall meet to resolve the issue.

6 **B.** An Extra Board Operator must be qualified on six (6) major routes by the effective

7 date of shake-up and on all major routes at his/her picked base within thirty (30) days after the

8 effective date of the shake-up. A major route is defined as a route or route group which has at least

9 forty (40) hours per weekday of scheduled platform time at a specific base. After being given seven

10 (7) days notice, an Operator not qualified on routes, as required in this AGREEMENT, may lose

11 his/her daily guarantee and may not be permitted to work until he/she complies with the qualification

12 requirements specified in this AGREEMENT. If a base does not have six (6) major routes, then any

13 Extra Board Operator at that base must qualify on at least six (6) routes, including all major routes by

14 the effective date of the shake-up. If the base does not have six (6) routes he/she must qualify on all

15 routes at the base.

16 **C.** An Extra Board Operator also may qualify on any minor routes scheduled out of

17 his/her picked base. In addition, METRO may assign Operators to qualify on minor routes. A minor

18 route is defined as a route or route group which has fewer than forty (40) hours per weekday of

19 scheduled platform time at a specific base.

20 **D.** An Operator who has not operated a trolley, dual mode, articulated, or motor

21 coach, or in the tunnel for one (1) year or longer, may request a refresher course. Having provided

22 two (2) days notice, such Operator will not be required to drive in such facility/equipment until he/she

23 has completed the refresher course. At each Operator pick, an Operator seeking coach qualification

24 other than the Waterfront Streetcar or Center Park may sign a list indicating his/her desire to qualify

25 on equipment operating from his/her picked base. METRO will schedule training for such Operators

26 within a reasonable length of time. METRO also will provide training within a reasonable length of

27 time on new equipment introduced to a base for those Operators desiring such training.

28 **E.** The date an Operator qualifies on a route shall be recorded and shall be updated for

1 any shake-up in which that Operator has driven that route. An Operator may request disqualification, 2 with two (2) days notice, on any route he/she has not driven in the previous five (5) years or on any 3 route which has undergone three (3) minor changes since he/she last drove it. All Operators will be 4 disqualified when a route undergoes a major change.

5 F. At the discretion of the Base Dispatcher/Planner, an Extra Board Operator may be 6 assigned to qualify in addition to a straight-through run.

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

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

13 I. Minor changes affecting routes in a base shall be posted in an appropriate accessible 14 location in the Operator reporting area. All Operators shall be responsible for being familiar with 15 those changes affecting routes on which they have qualified.

16 J. A Regular Operator desiring to qualify on routes in order to be eligible for overtime 17 on those routes may qualify at the applicable rate of pay on any major or minor routes at his/her 18 picked base. An Operator will be paid for qualifying on a route only if he/she is qualified on the 19 equipment/facility necessary to operate that route.

20 K. Any Operator picking a run/base which requires coach/tunnel qualification must 21 have successfully completed the appropriate training before the effective date of shake-up, unless 22 METRO is unable to provide training. The appropriate training will be scheduled by METRO to 23 meet the requirement. Operators will be responsible for requesting this training.

24 L. Trainees on Center Park and the Waterfront Streetcar will be selected by the base 25 supervisor/designee from Extra Board Operators on a volunteer basis. A person who has not operated 26 the Waterfront Streetcar for a period of six (6) months must take a paid refresher course before being 27 assigned to Waterfront Streetcar duty. The Training Section shall determine the amount of time 28 necessary to requalify.

1 M. An Operator who fails to qualify on his/her picked assignment or equipment will be placed on an assignment or Extra Board position mutually agreed to by the UNION and METRO, to be consistent with his/her seniority, until the next shakeup.

4 SECTION 13 - UNIFORMS

5 A. Upon completion of training and after qualification, a newly hired Operator shall be issued four (4) shirts, three (3) pairs of pants/shorts, one (1) sweater, and one (1) parka.

7 Thereafter, the uniform allowance shall be available annually on the Operator's anniversary date.

8 B. A uniform allowance of twelve (12) times the top step Transit Operator wage rate on January 1 of each year shall be available annually on each Operator's qualification date. The

9 uniform allowance may be used only to purchase authorized uniform items. An Operator who does not pick an assignment and who is not required to be in uniform will have his/her uniform allowance for the following year reduced by one-third (1/3) of the annual allowance for each shake-up on such status.

13 C. An Operator who moves from part-time to full-time status, or vice versa, will

14 continue to receive his/her uniform allowance on his/her original qualification date.

15 D. Uniform allowance balances may be carried over if unused. An Operator's accrued allowance may not exceed twenty-five (25) times the top step Transit Operator wage rate as shown in Exhibit A.

16 E. Operators are required to be in uniform while on duty. When uniform garments are not available, an out of uniform slip will be given to the Operator by the Supervisor before the Operator goes on duty. Uniforms shall be worn only to and from work and while on duty.

17 F. Footwear designated by METRO may be purchased with the uniform allowance. Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel over two (2) inches high.

18 G. All uniform items will be union made, unless mutually agreed between METRO and the UNION.

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ARTICLE 16: PART-TIME TRANSIT OPERATORS

SECTION 1 - DEFINITION OF EMPLOYEES

A Part-Time Transit Operator 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 (2) hours and thirty minutes (2:30) straight-time pay or a dual tripper assignment which is guaranteed a minimum of four hours and forty minutes (4:40) straight-time pay.

SECTION 2 - SPECIAL CONDITIONS

A. METRO shall offer all new Full-Time Operator positions to qualified Part-Time Operators, provided there are sufficient qualified applicants. Seniority shall determine the order of selection, provided the Part-Time Operator's most recent twelve-month work record does not exceed METRO's probationary standards for Part-Time Operators, 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 Operator's qualification. Part-Time Operators with less than one (1) year of service will be evaluated on a pro-rated probationary standard. A major infraction within the twenty-four (24) months preceding the offer may result in disqualification.

B. METRO reserves the right to rehire former METRO Full-Time Operators to vacant Full-Time Operator positions independent of the formal Full-Time Operator 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. A Part-Time Operator who accepts a Full-Time Operator position will have the option for six (6) months from date of qualification to return to the position of Part-Time Operator with no loss in Part-Time Operator seniority.

E. METRO will determine the standards to be met by Full-Time Operator trainees. An Operator who fails to meet such standards will be returned to the Part-Time Operator position.

F. A Full-Time Operator, who retires and is rehired as a Part-Time Operator within one (1) year of his/her retirement will not be required to serve a probationary period.

SECTION 3 - GENERAL CONDITIONS

1 A. The provisions of Article 15, Section 3, Paragraphs A, B, C, D, F, G, H, I, J, M, O

2 and P, and Article 15, Section 5, Paragraph O, shall also apply to Part-Time Operators.

3 B. Each day at each base, METRO guarantees that for every fifty-five (55) Part-Time

4 Operators normally scheduled to work, rounded to the nearest fifty-five (55), one (1) Part-Time

5 Operator shall be excused from his/her assignment. However, the guarantee shall be at least two (2)

6 each day for any base with Part-Time Operators. These guarantees shall not apply in cases of extreme

7 emergency.

8 C. When a Part-Time Operator's assignment has been modified temporarily due to a

9 custom bus or school change, such Operator will have the option of working the modified assignment

10 or working his/her reduced regular assignment.

11 SECTION 4 - WORK ASSIGNMENTS

12 A. A new Part-Time Operator will be given a specific assignment by METRO until

13 the next shake-up.

14 B. No Part-Time Operator will be allowed to work on Saturday or Sunday. A Part-

15 Time Operator will work on a holiday only when his/her picked tripper is scheduled to be in service.

16 On Sunday-schedule holidays, a Part-Time Operator will be limited to working his/her picked tripper

17 only. Each Part-Time Operator must be scheduled off work by 8:30 p.m. and will not be allowed to

18 work an assignment that starts prior to 3:45 a.m. Part-Time Operators may work outside the hours

19 and days specified in this Paragraph only for non-driving work assignments such as assigned training

20 and route qualification.

21 C. Part-Time Operators shall not work runs, portions of runs, reports, specials,

22 standbys, extras, or the Waterfront Streetcar, except as identified in Paragraph F.5.

23 1. To avoid a cancellation of service, a Part-Time Operator's assignment may

24 be, with the Operator's consent, traded with an assignment on the Dispatching Call Record which has

25 been left vacant by a Part-Time Operator provided the sign-in time of such assignment is within thirty

26 (30) minutes of the sign-in time of the Operator's scheduled assignment for that day. Such Operator

27 will be paid for time worked or his/her scheduled assignment, whichever is greater.

28 2. On the day of service and with METRO's approval, two (2) Part-Time

1 Operators may trade assignments. Such Operators will be paid for actual time worked, or minimum

2 assignment guarantee. Each such Operator will be limited to one trade per pay period.

3 **D.** a.m. and p.m. trippers may be combined by METRO to make one (1) dual tripper

4 assignment. These assignments may be made available at each pick to Part-Time Operators for

5 selection by seniority, subject to the following conditions:

6 1. Dual tripper assignments must:

7 a. Not exceed six hours and forty minutes (6:40) in total pay time

8 including report and travel time.

9 b. Contain no more than one (1) split.

10 c. Be within a spread time of thirteen (13) hours.

11 2. A Part-Time Operator who picks a dual tripper assignment will be

12 guaranteed a minimum of four hours and forty minutes (4:40) straight-time pay for each set of a.m.

13 and p.m. trippers worked.

14 3. If either an a.m. or p.m. portion of a dual tripper assignment is not

15 scheduled to operate, the single tripper guarantee of two hours and thirty minutes (2:30) shall apply to

16 the remaining assignment.

17 4. No layoffs or reductions in hours will occur as a result of this Paragraph.

18 The conditions of this Paragraph will not be construed as full utilization of Part-Time Operators.

19 E. METRO will create no fewer than two hundred and twenty (220) Part-Time

20 Operator assignments which pay at least four hours (4:00).

21 F. A Part-Time Operator may request to be added to, or removed from, the Additional

22 Tripper List (ATL) at each pick or prior to 10:00 a.m. on Thursday to be effective on Monday. Once

23 on the ATL, the Operator shall be available to work during the times listed by the Operator and on

24 any routes on which he/she is qualified at the time of the assignment subject to the following

25 conditions:

26 1. Assignment of work to the ATL will be in accordance with the provisions

27 of Article 15, Section 8, Paragraph E.8.

28 2. Each Part-Time Operator's assignment shall be within a 13-hour spread,

1 unless he/she requests a shorter or longer spread. No Part-Time Operator's assignment shall exceed a

2 16-hour spread.

3 3. An ATL assignment shall not result in an Operator being scheduled to

4 receive more than seven hours and fifty-nine minutes (7:59) of total credit time for a day.

5 4. Part-Time Operators shall be assigned additional trippers by seniority. An

6 Operator may work additional trippers only at the base he/she picks and shall receive no more than

7 one (1) ATL assignment per day.

8 5. A Part-Time Operator may be assigned to work halves of combos, specials

9 and shake-up reliefs after the work has been assigned to available Full-Time Operators in accordance

10 with Article 15, Section 8, Paragraph E.8. Such work will be assigned first to Full-Time Extra Board

11 Operators, then via the Full-Time Operator overtime assignment sequence. Any remaining

12 unassigned work may be assigned to the ATL.

13 6. If work is assigned out of normal rotation, the Operator who should have

14 received the assignment will receive pay equal to the difference in the amount of pay he/she would

15 have received had he/she worked the appropriate tripper, or pay for the assignment actually worked,

16 whichever is greater.

17 G. If the start time and/or quit time of any assignment picked by a Part-Time Operator

18 is permanently changed or if the assignment is cancelled, the pay of the picked assignment will be

19 guaranteed for the remainder of the shake-up. This guarantee shall be cancelled if the Part-Time

20 Operator refuses an alternate assignment offered by METRO. If, due to a verified personal hours

21 restriction, an Operator cannot accept an alternate assignment offered by METRO the guarantee shall

22 remain intact.

23 **SECTION 5 - OPERATOR PICKS**

24 A. The UNION shall administer a Part-Time Operator pick which shall be held three

25 (3) times a year in conjunction with the Full-Time Operator pick.

26 B. Before the last assignment which fits a Part-Time Operator's hours limitation is

27 picked, the Part-Time Operator will be placed on that assignment, regardless of seniority. The

28 UNION shall determine the validity of restriction requests. Operators who have qualified since June,

1985, must be available until 8:30 a.m. for a.m. trippers or must be available by 3:30 p.m. for p.m. trippers.

2 trippers.

3 C. A Part-Time Operator who wishes to select a work assignment may report to the

4 pick twenty (20) minutes before his/her pick time, receive instructions, and use this time to examine

5 available work assignments. An Operator shall not be compensated for time spent in the selection

6 process, unless it is during his/her regular work hours.

7 D. A UNION representative shall be present during picks.

8 E. A Part-Time Operator, who is unable to attend the pick, may leave an absentee

9 pick form with the UNION indicating his/her work preferences. Failure to do so will result in the

10 UNION representative selecting an assignment comparable, in start time, quit time, and base, to the

11 assignment last selected at a pick. Selections made by the UNION will not be subject to the

12 grievance/arbitration procedure.

SECTION 6 - MOVE-UPS

14 A. Once per shake-up, the UNION will conduct a Part-Time Operator move-up at

15 each base. Additional move-ups may be conducted by mutual agreement.

16 B. All Part-Time Operators at the base will be eligible to participate in the move-up.

17 Selection of vacant work will be by seniority. The UNION will schedule the pick times.

18 C. A Part-Time Operator may not select work out of another base, except as mutually

19 agreed by METRO and the UNION.

20 D. Part-Time Operator move-ups shall be organized and conducted by the UNION.

21 E. An assignment selected at a move-up via absentee pick will not be subject to the

22 grievance/arbitration procedure.

23 F. No changes to available work will be made within the five (5) days prior to the

24 move-up date, unless mutually agreed by METRO and the UNION.

SECTION 7 - SELECTING VACATION AND ANNUAL LEAVE

26 A. Part-Time Operators shall be subject to the vacation rights and responsibilities

27 outlined in Article 9. A Part-Time Operator who has completed twelve (12) months of service shall

28 be guaranteed an annual leave of absence of up to twenty (20) days until such time as he/she is

1 authorized as carryover by Article 9, Section 4, will be cashed out.
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 27 F. If an Operator has unused vacation at the end of the year, all hours, except those
 26 Operator's responsibility to bring discrepancies in accruals to the attention of a base chief.
 25 Once a relief Operator is assigned, a vacation/leave may not be changed or cancelled. It is the
 24 E. Vacation will be paid at the Operator's current rate at the time vacation is taken.
 23 blocks.
 22 D. Vacations may be taken in single-day increments or in five-day (Monday - Friday)
 21

Years of Seniority	Minimum Number of Days
1 - 4	10
5 - 9	15
10 - 14	20
15 - 19	25
20+	30

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 12 follows:
 11 full amount of his/her accrual. The minimum number of vacation days will depend on seniority as
 10 the Part-Time Operator will be allowed to pick the minimum number of days, and will be paid for the
 9 vacation accrual would result in a vacation of less than a minimum number of days as stated below,
 8 length of the Part-Time Operator's regular assignment for that day. If a Part-Time Operator's
 7 C. For each day of vacation taken, the amount of vacation time paid will equal the
 6 be submitted at least fourteen (14) days prior to the starting date.
 5 vacation at the pick. A request for a five-day block of vacation/leave submitted between picks must
 4 B. A Part-Time Operator with accrued vacation hours may select five-day blocks of
 3 year shall continue to be eligible for up to twenty (20) days of unpaid leave.
 2 more than twelve (12) months of service but who is not eligible to take a vacation during the calendar
 1 eligible to pick vacation, and thereafter ten (10) days leave. However, a Part-Time Operator who has

1 G. Separate blocks of a.m. and p.m. vacation periods will be available for pick at each

2 base. The number of periods available will be no less than ten percent (10%) of the number of

3 opposite (a.m. or p.m.) single tripper assignments at that base available at the part-time pick. When a

4 dual tripper Operator picks vacation, he/she uses both an a.m. and a p.m. guaranteed period.

5 H. Vacation/leave trippers will be posted for pick twelve (12) days prior to the start

6 date. Operators will be assigned to vacation/leave work by a rotating seniority bid system. Bids for

7 vacation/leave work must be submitted at least seven (7) days prior to the vacation/leave start date.

8 The most senior Operator applying for the vacation relief, who has driven the least number of

9 vacation reliefs for the current shake-up, will be assigned. It is the responsibility of the picking

10 Operator to be qualified on any tripper assigned. In instances where two (2) or more periods of

11 vacation/leave are taken consecutively, each week will be assigned separately.

12 I. When no Part-Time Operator is available and assigned to guaranteed vacation work

13 at least five (5) days prior to the first day of the vacation, the work will be assigned according to the

14 normal assignment sequence as specified in Article 15, Section 8, Paragraph H.8. When no Part-Time

15 Operator is available and assigned to non-guaranteed vacation or annual leave work at least five (5)

16 days prior to the first day of the leave, the vacation/leave may be postponed by METRO until such

17 time as a Part-Time Operator is available.

18 J. When a Part-Time Operator's picked tripper does not operate for a week, he/she

19 may pick one (1) vacation relief tripper as part of the normal rotating seniority bid system. When one

20 (1) or both picked trippers of a Part-Time Operator's dual tripper assignment does not operate for a

21 week, he/she may pick one (1) vacation relief tripper as part of the normal rotating seniority bid

22 system.

23 SECTION 8 - OVERTIME

24 Any daily assignment in excess of eight (8) hours, not including qualifying time or holiday

25 pay, shall be paid at the overtime rate of one and one-half (1-1/2) times the existing straight-time rate

26 of pay.

27 All time worked in excess of forty (40) straight-time hours in a workweek shall be paid at the

28 overtime rate.

SECTION 9 - SPECIAL ALLOWANCES

A. The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also

apply to Part-Time Operators.

B. Thirty (30) minutes straight-time pay shall be paid to Part-Time Operators for each

day spent instructing a student.

SECTION 10 - QUALIFICATION

A. The provisions of Article 15, Section 12, Paragraphs A, D, E, I, and K, shall also

apply to Part-Time Operators.

B. Part-Time Operators who require route, equipment, coach, and/or tunnel

qualification or other training as a result of a Part-Time Operator pick or move-up must arrange to

qualify before the effective date of the assignment and will be paid at the applicable rate of pay. For a

move-up, METRO will determine the number of equipment/facility qualification slots available.

When all slots are filled, an Operator not qualified on such equipment/facility may not move to an

assignment that requires such qualification.

C. A Part-Time Operator required by METRO to change trippers will be paid to

quality at the applicable rate. A Part-Time Operator desiring to qualify in order to work vacation or

annual leave reliefs will do so on his/her own time.

D. Part-Time Operators will be paid at the applicable rate to qualify in order to work

the ATL subject to the following:

1. An Operator will be paid to qualify only on routes that can be assigned

within his/her ATL availability.

2. An Operator must be available for such routes on the ATL three (3) or more

days per week in order to receive qualification pay.

3. An Operator will be paid only for qualifying on a route if he/she is qualified

on the equipment/facility necessary to operate that route.

SECTION 11 - UNIFORMS

Part-Time Operators shall receive the same uniform allowance and be subject to the same

conditions as Full-Time Operators as described in Article 15, Section 13.

SECTION 12 - VASHON ISLAND SERVICE

A. Vashon Operators consist of those Transit Operators who were hired to operate Vashon Island service prior to January 1, 1990, and those Transit Operators who pick Vashon Island assignments.

1. Any Operator hired prior to January 1, 1990, to operate Vashon assignments is grandfathered onto Vashon Island service and will not be bumped from Vashon assignments due to his seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will forfeit all rights to grandfathered status.

2. Each Vashon Operator must maintain a residence on Vashon Island. Failure to do so will result in removal from a Vashon assignment. An Operator shall inform METRO as soon as he/she knows he/she will be moving off Vashon Island.

3. A Vashon Operator must be available and qualified to work any Vashon assignment unless he/she is on an authorized absence from work.

4. A Vashon Operator must install or remove chains as necessary.

5. Labor AGREEMENT restrictions on spread, start and quit times, vacation relief and ATL limits do not apply to Vashon work assignments.

6. A Vashon Operator who fails to meet the terms and conditions of this

Section may be removed from Vashon service.

B. To be eligible to pick a Vashon assignment, an Operator must not have had more

than one (1) unexcused absence or two (2) misses of any kind (including unexcused absences) during the previous twelve (12) months. METRO will inform the Operator and the UNION if a current

Vashon Operator becomes ineligible.

C. If a temporary vacancy occurs, it will be assigned via the Vashon ATL per

Paragraph E. If a permanent vacancy occurs it will be filled by a system-wide move-up. Until the

system-wide move-up is concluded, the vacancy shall be filled as a temporary vacancy.

D. Operators who live on Vashon Island may sign up for the Vashon ATL. All ATL

assignments will be offered first to Vashon Operators, by rotation, and then to Operators on the

Vashon ATL, by rotation.

1 F. All vacation/annual leave reliefs will be offered first to Vashon Operators. Work
 2 which cannot be filled by Vashon Operators may be picked by Operators on the Vashon ATL.
 3 Vashon Operators may share vacation/annual leave relief as mutually agreed among Vashon
 4 Operators. An Operator who is assigned Vashon work in an emergency may, at his/her request, be
 5 removed from his/her regular assignment while working a Vashon assignment.
 6 F. Any section or provision of this Article which is not in conflict with the provisions
 7 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:

- 5 • Assistant Utility Service Worker
- 6 • Electronic Technician
- 7 • Equipment Dispatcher
- 8 • Equipment Painter
- 9 • Equipment Service Worker
- 10 • Lead Electronic Technician
- 11 • Lead Equipment Painter
- 12 • Lead Equipment Service Worker
- 13 • Lead Maintenance Machinist
- 14 • Lead Mechanic
- 15 • Lead Sheet Metal Worker
- 16 • Lead Transit Parts Specialist Component Supply Center (CSC)
- 17 • Lead Vehicle Upholsterer
- 18 • Maintenance Machinist
- 19 • Mechanic
- 20 • Mechanic Apprentice
- 21 • Metal Constructor
- 22 • Millwright
- 23 • Paint Preparation Technician
- 24 • Purchasing Specialist
- 25 • Radiator Repair Worker
- 26 • Senior Stores Clerk
- 27 • Sheet Metal Worker
- 28 • Stores Driver

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SECTION 2 - GENERAL CONDITIONS

A. METRO shall not adopt time estimates contained in flat-rate mechanics books for

scheduling or evaluation purposes. METRO work standards are exempted from this provision.

B. METRO wreckers and shop trucks shall carry an additional Mechanic when

necessary for trouble calls. For safety purposes, an Employee cannot be required to go out in a

wrecker unassisted.

C. A Utility Service Worker who agrees to drive a vehicle in the performance of

his/her fundamental duties, and who successfully completes METRO's driver training, will have an

additional seventy cents (\$.70) per hour added to his/her current wage rate for all hours worked. Such

Employee also will be subject to METRO's Accident Point System and federally mandated random

drug/alcohol tests.

D. METRO will endeavor to schedule changes to chief and Lead work assignments to

coincide with the pick posting. If there is chief or Lead personnel movement that does not coincide

with the pick posting, the UNION and METRO will meet to discuss the need for a shake-up or move-

up.

SECTION 3 - WORK ASSIGNMENTS

A. The workweek shall consist of five (5) consecutive days, except when an

Employee's pick or move-up makes this impossible. Each Employee shall be guaranteed eight (8)

hours pay for each regular workday. Each shift will be completed within a continuous eight and one-

half (8-1/2) hour period, and will include an unpaid one-half (1/2) hour lunch break and two (2) paid

fifteen (15) minute rest breaks. Employees who pick a regular schedule consisting of four (4) ten-

hour shifts will be governed by the provisions in Article 13.

B. A new Employee shall be assigned by METRO until the next pick or move-up.

C. Assignment of specific duties on any shift shall be at the discretion of METRO.

D. 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 shall be considered the second; and the

swing shift shall be considered the third.

E. Should it become necessary to alter a shift during a shake-up and such alteration

imposes a serious hardship on an Employee, or should an Employee have a serious hardship which

requires an alteration in the start or quit times of a shift, such Employee may request that METRO

and the UNION review the matter.

F. For holiday work assignments, METRO will determine the staffing needs for each

shift. When METRO has determined which classifications will be required to work, Employees in

those classifications will be offered the holiday assignment in seniority order, first to Employees that

are scheduled to work that day as part of their regular work assignment. If after offering the holiday

assignment to Employees by seniority who are regularly scheduled to work that day and there are

more assignments available, it will then be offered to Employees on their RDO until assignments are

filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to

Employees that are scheduled to work that day as part of their regular work assignment.

SECTION 4 - ROVER AND VOLUNTEER ASSIGNMENTS

A. The assignment of volunteers is governed by the following rules:

1. If a vacancy/assignment occurs that does not require immediate attention

and the rover does not want the job assignment, METRO may fill the vacancy/assignment by offering

the assignment in seniority order to a volunteer at the base from a different shift or then to a volunteer

from another base.

2. If no volunteer is available, METRO will assign the work to a rover in

accordance with the language in this Section.

3. All language in this Section which applies to rovers, also will apply to

volunteers.

1 B. For all Vehicle Maintenance Classifications, METRO will identify rover positions

2 by classification. The maximum number of rover positions for any classification is as follows: one

3 (1) rover position for each base. When not filling a rover assignment, the RDOs for all rover pick

4 positions will be Saturday and Sunday, as identified on the pick sheets.

5 C. These rovers will be used by the supervisor to the best advantage of METRO.

6 METRO retains the right to change the assignment of any rover to any combination of base, shift, or

7 RDO.

8 D. Rover assignments will be a minimum of five (5) days. If a rover is still filling a

9 vacancy/assignment after three (3) weeks, such rover shall have the option to return to his/her regular

10 shift and may not be reassigned to the same vacancy/assignment until another rover has been used to

11 fill the vacancy/assignment.

12 E. The work schedule for rovers will be arranged to provide five (5) consecutive

13 workdays and two (2) consecutive RDOs whenever possible.

14 F. METRO will provide a minimum of twenty-four (24) hours advance notice prior to

15 any change in assignment for any rover, except for rovers in the Stores section.

16 G. For the purpose of RDO overtime only, a Rover shall be considered assigned to the

17 base and shift at which he/she worked the day preceding his/her RDOs.

18 H. The assignment of rovers in the Stores section is governed by the following rules:

19 1. The rover having the most seniority shall have the first right of refusal for

20 preplanned assignments, provided he/she is reasonably available. If the assignment still is being

21 filled by a rover after three (3) weeks, such rover shall have the option to return to his/her regular

22 shift; and another rover will be assigned.

23 2. METRO will provide a minimum of twenty-four (24) hours advance notice

24 when assigning a rover to preplanned assignments (e.g., vacations, projects).

25 3. Emergency rover assignments (unplanned vacancies with less than twenty-

26 four (24) hours advance notice) will be made by shift, then by seniority among rovers on other shifts.

27 If there are more assignments to be filled on a shift than there are available rovers on that shift, then

28 rovers assigned to other shifts will be offered the unfilled assignments by seniority. If no rover

1 accepts an assignment, it will be assigned by inverse seniority.

2 4. Stores management will notify a rover of an emergency assignment only

3 while at work, unless the rover has agreed that he/she will accept assignment notification at home.

4 1. A rover assigned to a different work shift will continue to receive the shift

5 differential, if any, associated with his/her picked shift or the shift differential associated with the

6 shift to which the rover is assigned, whichever is greater.

7 **SECTION 5 - LEAD EMPLOYEES**

8 A. When a permanent vacancy occurs within a Lead classification, the position will be

9 filled by a recruitment. Applicants must be current Employees in the classification being led and must

10 have, as of the last day applications are accepted, a minimum of two (2) years experience in that

11 classification at METRO.

12 B. Lead Employees shall be selected on the basis of ability, training, education,

13 experience, and job performance as determined by appropriate testing procedures and/or evaluations

14 which will be developed with input from the Leads and the UNION.

15 C. Each Lead Employee in the Vehicle Maintenance Division shall receive a ten

16 percent (10%) differential above the top step of the existing wage rate of the classification for which

17 he/she serves as a Lead.

18 D. Lead workers have the responsibility of coordinating the work of the Employees to

19 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct

20 Employees' efforts to ensure that work gets done effectively while treating all Employees with

21 respect and in a fair and consistent manner. A Vehicle Maintenance Lead will be considered a

22 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work

23 of the classification he/she is leading.

24 E. No Lead Employee will discipline other Employees or perform formal Employee

25 evaluations.

26 F. For Overtime and Holiday work assignments: When performing the regular work

27 of the classification that he/she is leading, the Lead of that specific classification will be offered the

28 assignment (by base, by shift, by seniority) only after Employees in that classification have been

asked first.

SECTION 6 - PICKS AND MOVE-UPS

1 A. Three (3) times each year, except at NRV, consistent with Transit Operator picks, when a facility opens or closes, or when METRO schedules a system-wide pick, the number of Employees required on each shift at each base shall be posted. NRV positions will be picked once each year.

2 B. At the pick, each Employee listed in Section 1, except as noted in this Section, will be permitted to select, by classification seniority, his/her base and shift (when applicable), and his/her two (2) consecutive RDOs. Specific duties within a classification also may be picked to the extent specified by METRO on the pick sheets. Prior to each pick, the Manager of Vehicle Maintenance/designee will meet with the UNION Executive Board representatives for Vehicle Maintenance and the President/Business Representative/designee to discuss and identify any ongoing or planned special projects which may be appropriate for posting on the pick sheets.

3 1. All Lead Employees in Section 1 shall pick once annually prior to the first pick of the year for other Vehicle Maintenance Employees.

4 2. Employees in the classifications of VM TIPS III - CSC, Maintenance Machinist, Lead Maintenance Machinist, Mechanic Apprentice, Radiator Repair Worker, Senior Stores Clerk, VM TIPS III - Stores, and Assistant Utility Service Worker will be considered stationary classifications and will not participate in the pick unless METRO establishes multiple shifts or work sites for these classifications.

5 C. Copies of the pick schedules and shifts will be posted ten (10) days prior to the start of the pick. Should any modifications to the pick schedules and shifts occur after the posting, METRO will notify the UNION before the modification is posted. No changes will be made less than five (5) days prior to the pick.

6 D. METRO will make arrangements for each Employee to be available to report to an appropriate pick location at least ten (10) minutes ahead of her/his pick time to examine available work assignments. An Employee shall be compensated for the time spent in the selection process when it is during her/his work hours.

1 E. UNION representatives for Vehicle Maintenance will be present and facilitate the

2 pick.

3 F. An Employee, who is unable to attend the pick, can submit an absentee pick form

4 with the METRO designee, as identified on the pick schedules, indicating his/her work preferences.
5 This form must be received by the METRO designee no less than twenty-four (24) hours before the
6 pick. Failure to do so will result in the UNION representative picking an assignment for the
7 Employee. The UNION representative shall make an effort to select an assignment comparable to the
8 last picked position. Selections made by the UNION will not be subject to the grievance/arbitration
9 procedure.

10 G. When METRO determines that an Employee will be unavailable for work for an

11 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from

12 Vehicle Maintenance will be notified prior to the pick process. If such Employee returns to work

13 during a shake-up, he/she may return to his/her previous picked position, if such still exists, or to a

14 position as close as possible to the assignment he/she was working previously. METRO and the

15 Employee may mutually agree to a different assignment, and the UNION will be notified.

16 H. Any Employee covered by this Section, who picks a position in which he/she does

17 not properly perform may be placed on any available shift at any base until the next shake-up by

18 his/her Section manager.

19 I. If a vacant position is to be filled, Employees in that classification at that base may

20 have a move-up. The UNION will be notified and effect the move-up. When such vacancy is a Lead

21 position or in a job classification with thirty-five (35) or fewer Employees, such move-up will be

22 system-wide.

23 SECTION 7 - VACATION SELECTION

24 A. Vacations will be picked by classification, system wide once each year no later

25 than March 15th.

26 B. The number of Employees on vacation at any one time shall be regulated by

27 METRO, except that the number of Mechanic vacation positions allowed will be ten percent (10%) of

28 the classification per each vacation period. This number will be determined at the time of the annual

1 vacation pick.

2 C. Vacation may be selected in blocks of one (1) or more full weeks. The selection of

3 vacations by Vehicle Maintenance Employees shall be extended over the entire calendar year. An

4 Employee who takes his/her vacation in two (2) or more blocks shall select the second block of

5 his/her vacation after all Employees in his/her classification have made their first selection; his/her

6 third selection after all Employees in his/her classification have made their second selection; etc.,

7 until all blocks of the vacation have been selected

8 D. A Vehicle Maintenance Employee may use vacation in increments of one (1) or

9 more hours, provided he/she has vacation available and subject to advance approval by his/her

10 supervisor.

11 SECTION 8 - OVERTIME

12 A. All hours worked in excess of eight (8) in the scheduled workday or work on an

13 Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the existing

14 straight-time rate of pay for the classification for actual overtime hours worked.

15 B. An overtime assignment of four (4) hours or less will be offered to Employees

16 within a base, shift, and job classification, by seniority to qualified Employees who are working the

17 shift preceding or succeeding the shift where the work is to be accomplished and/or performed.

18 C. Overtime assignments of more than four (4) hours will be offered to Employees

19 within a base, shift, and job classification, by seniority to qualified Employees, including Employees

20 on their RDO.

21 D. An overtime assignment of eight (8) hours will first be offered to Employees

22 within base, shift, and job classification, by seniority to qualified Employees who are on their RDO

23 before it is split and offered in smaller pieces.

24 E. In all classifications should no Employee accept the overtime assignment, it may

25 be assigned by inverse seniority. If the least senior Employee is not qualified or reasonably available,

26 the overtime may be assigned to the next least senior Employee.

27 F. Overtime in the classification of Transit Parts Specialist (TPS) will be offered by

28 seniority within the base. Unplanned overtime in blocks up to four (4) hours will be offered to the

1 senior TPS on the preceding or succeeding shift. All overtime assignments of four (4) hours or more
 2 or those that are preplanned, will be offered by seniority within a base to qualified TPSs. Should no
 3 TPS at the base accept the overtime assignment, it will be offered by seniority system wide to an
 4 available TPS.
 5 **G.** An Employee who is scheduled for vacation and who is interested in working on
 6 the RDOs preceding or succeeding his/her vacation block, must provide written notice to his/her
 7 supervisor. Holidays connected to these RDO's also require this notice. For overtime assignment,
 8 he/she will be considered in seniority order in accordance with paragraphs C and D of this section.
 9 **H.** CSC Overtime distribution: Mechanics who have picked CSC workgroups as
 10 identified on the pick, will be offered overtime by shift, by seniority within the following two (2)
 11 workgroups:
 12 Rebuild - Mechanical
 13 Rebuild - Electrical
 14 Mechanics at CSC who are qualified and available for overtime from another CSC workgroup
 15 will be offered overtime by base, by shift, by seniority only after all other qualified Mechanics in the
 16 CSC workgroup where the overtime is offered.
 17 **I.** All overtime in the classification of Equipment Dispatcher will be offered by
 18 seniority, within the classification and base, provided the Employee is reasonably available. No
 19 Employee will be required to work more than twelve (12) hours in any twenty-four (24) hour period.
 20 However, a shift start and end time may be modified by mutual agreement of the supervisor and the
 21 Employee.
 22 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's
 23 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
 24 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
 25 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
 26 shift overtime rate of pay.
 27 **K.** In the case of an extreme emergency, METRO can assign overtime work to any
 28 qualified Employee. An Employee who works overtime during an extreme emergency shall be

1 limited to a maximum of twelve (12) hours of work during the first day and ten (10) hours of work in
2 any twenty four (24) hour period thereafter. In addition, an Employee must have at least one (1) of
3 his/her RDOs in each seven-day period. An Employee may voluntarily waive the time off required in
4 this paragraph.

5 L. A Vehicle Maintenance Employee, who has gone home after his/her regular shift
6 and who is called back to work and reports for work, will be guaranteed at least four (4) hours pay at
7 the overtime rate.

8 M. A Vehicle Maintenance Employee called in before his/her regularly scheduled
9 report time and in conjunction with his/her regular shift will be paid for actual hours worked.

10 **SECTION 9 - SHIFT DIFFERENTIAL**

11 Shift differential will be seventy-five cents (\$.75) per hour for swing shift and one dollar

12 (\$1.00) per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will
13 be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be
14 considered a graveyard shift.

15 **SECTION 10 - SPECIAL BENEFITS**

16 A. A tool allowance shall be provided annually, by separate check, not later than
17 March of each year, to Employees permanently assigned as of January 1st the same year to the

18 classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice,
19 Metal Constructor, Millwright, Radiator Repair Worker, Sheet Metal Worker, Vehicle Upholsterer,
20 and to Leads in those classifications. The amounts shall be as follows:

Year	Allowance
2005	\$713
2006	\$734
2007	\$756

26 METRO agrees to provide those tools necessary to perform all mechanical work assigned to

27 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who

28 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives

1 under its tool contracts, in accordance with procedures established by METRO. Tools purchased

2 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be
3 purchased for an Employee's personal use. Tools purchased or replaced using the tool

4 allowance/discout shall be the personal property of the Employee.

5 B. METRO shall provide tool insurance to those Employees who receive an annual

6 tool allowance. Coverage will be in the amount of twenty thousand dollars (\$20,000). Except at the
7 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
8 report has been filed. Each Employee shall have on file with his/her supervisor an up-to-date

9 inventory of tools designating the type, size and manufacturer. METRO shall have the right to

10 inspect the inventory of tools. However, an Employee shall be allowed three (3) days after the

11 inspection to locate any tools which he/she claims are missing.

12 C. Each Vehicle Maintenance Employee, shall receive his/her choice of coveralls or a

13 clean uniform (pants and shirt) daily.

14 D. Any Employee who is required to work in inclement weather or hazardous areas

15 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited

16 to, a rainset, hat, and boots. Each Employee is required to wear footwear approved by METRO. Each

17 Employee shall be entitled to a METRO voucher to be applied toward purchases of footwear. The

18 maximum METRO contribution paid by such voucher shall be one hundred and sixty dollars

19 (\$160.00) per Employee as provided in Paragraph E.

20 E. METRO shall provide and maintain necessary safety clothing, uniforms, and

21 equipment. Replacement items will be issued only if the original item is turned in and judged to be in

22 need of replacement.

23 F. When an Employee is informed during his/her regular shift that overtime in excess

24 of two (2) hours beyond the end of the regular shift will be required, or when an Employee is called at

25 home to perform work commencing in excess of two (2) hours before his/her shift, METRO will

26 provide a thirty (30) minute unpaid meal period, upon request, or a fifteen (15) minute paid break.

27 G. Except where modified by historical practice, duties traditionally performed by the

28 Employees in the job classifications listed in Section 1, will be performed only by Employees

1 working in those classifications.

2 H. Vehicle Maintenance Employees may use the ten (10) minutes prior to the end of

3 their workday for personal clean-up.

4 I. When upgraded to a higher paid classification, an Employee shall be paid at the

5 wage step which provides at least a ten percent (10%) increase above his/her current rate of pay.

6 However, no upgraded Employee shall be paid more than the top step of the classification to which

7 he/she has been upgraded.

8 J. METRO will endeavor to provide a secure area at each work location for UNION

9 related materials accessible to all UNION representatives at that location.

10 SECTION II - ATTENDANCE MANAGEMENT

11 A. METRO and the UNION recognize that Vehicle Maintenance duties and functions

12 are time critical and that Employees have the responsibility and obligation to be at work on time each

13 day. Vehicle Maintenance Employees will be subject to the following terms, which supersede any

14 conflicting provisions elsewhere in the AGREEMENT.

15 B. Vehicle Maintenance will monitor and record attendance using the terms of late

16 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to

17 Employees that call one-half (1/2) hour before his/her shift to request unscheduled leave and then are

18 requested to come to work, provided they report to work in a reasonable time. An Employee can use

19 AC time or vacation time to make up lost time.

20 C. A late occurrence (one-tenth (.1) to two (2) hours) shall be managed and recorded

21 as follows:

22 1. An Employee may complete any time left on his/her shift.

23 2. An Employee may work a full eight (8) hours even though this work would

24 continue into the next shift.

25 3. An Employee may not use AC time or vacation to make up lost time.

26 4. An Employee will be paid for actual hours worked at his/her scheduled rate

27 of pay.

28 5. A late occurrence shall not create an overtime opportunity for the late

1 Employee. No grievances will be filed by other Employees claiming overtime infringements should

2 an Employee elect to work his/her full shift and the time worked extends into another shift.

3 6. Late occurrences will be recorded in a one hundred eighty (180) day rolling

4 time frame as follows:

5 1st through 5th occurrence – Employee and supervisor initial the

6 attendance card.

7 6th occurrence – One (1) day suspension without pay.

8 7th occurrence – Discharge, treated as a major infraction as defined in

9 Article 4.

10 D. Unexcused absences (over two (2) hours) shall be managed and recorded as

11 follows:

12 1. An Employee may complete his/her shift only.

13 2. An Employee may not use AC time or vacation to supplement their regular

14 shift pay.

15 3. Such Employee is not eligible for overtime that day.

16 4. Unexcused absences will be recorded in a twelve-month rolling time frame

17 as follows:

18 1st and 2nd occurrence – Employee and supervisor initial the

19 attendance card.

20 3rd occurrence – One (1) day suspension without pay.

21 4th occurrence – Discharge, treated as a major infraction as defined in

22 Article 4.

23 E. An occurrence which results in a second one (1) day suspension within one

24 hundred eighty (180) days of the occurrence that resulted in the first suspension shall result in

25 discharge.

26 F. Extenuating circumstances will be considered. Any request by an Employee to

27 have a late occurrence or unexcused absence removed from the attendance management record must

28 be presented to the immediate supervisor in writing, within five (5) working days of the occurrence.

1 G. METRO and the UNION agree to review this Section on an annual basis.

2 **SECTION 12 - MECHANIC APPRENTICESHIP PROGRAM**

3 The purpose of this program is to establish an on-the-job apprenticeship training program

4 leading to the status journey level, diesel mechanic. The classification of apprentice shall be covered

5 under all the terms and conditions of this AGREEMENT, unless otherwise specified under the

6 Apprenticeship Standards.

7 **SECTION 13 - VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

8 The UNION and METRO agree to maintain a committee to be known as the Vehicle

9 Maintenance Labor Management Relations Committee (VMLMRC), with the express intent of

10 promoting and encouraging a collaborative, on-going labor-management relationship that strengthens

11 mutual respect, trust, understanding and effective communication. This committee shall meet for the

12 purpose of discussing, approving and/or proposing resolutions to:

13 1. Issues or problems of METRO policies which affect the Bargaining Unit and which

14 either party requests be placed on the agenda.

15 2. Issues or problems of contract administration, other than formal grievances which

16 are being processed, unless mutually agreed by both parties.

17 3. Other matters of mutual concern.

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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 Intermediate Clerk

• Facilities Maintenance Trainee

• Facilities Maintenance Worker

• Grounds Specialist

• Lead Building Operating Engineer

• Lead Carpenter

• Lead Constructor

• Lead Grounds Specialist

• Lead Painter

• Lead Transit Custodian

• Maintenance Constructor

• Maintenance Painter

• Radio Equipment Specialist

• Signage Specialist

• Transit Custodian I

• Transit Custodian II

• Utility Laborer

SECTION 2 - SUBCONTRACTING

A. METRO shall not subcontract work historically performed by members of the

Bargaining Unit except that METRO may contract the maintenance of up to ten (10) park-and-ride

lots during the term of this AGREEMENT. Duties will include pulling weeds, clearing brush,

1 picking up trash and other work that does not require power tools except weed eaters.

2 B. UNION and METRO representatives will meet each December to establish, by

3 mutual agreement, which park-and-ride lots will be subcontracted during the following year.

4 **SECTION 3 - CAREER PATHS - PERMANENT APPOINTMENTS**

5 A. Vacancies in the Transit Custodian I classification will be filled by Maintenance

6 Worker applicants by seniority.

7 B. Vacancies in the Transit Custodian II classification will be filled by Transit

8 Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer

9 the position to Facilities Clerks and Maintenance Workers by qualifications.

10 C. Vacancies in the Utility Laborer classification will be filled from all lower

11 Facilities classifications by qualifications.

12 D. Vacancies in the Signage Specialist classification will first be filled by Utility

13 Laborer applicants by seniority.

14 E. Vacancies in the Lead Transit Custodian classification will be filled by Transit

15 Custodian II applicants by qualifications. If no Transit Custodian II accepts the position, such

16 position will be offered to all other Facilities Employees by qualifications.

17 F. Vacancies in the Equipment Operator classification will be filled by qualifications,

18 including driving and CDL requirements, from all lower Facilities classifications.

19 **SECTION 4 - WORK ASSIGNMENTS**

20 A. The workweek shall consist of five (5) consecutive days, except when an

21 Employee's pick makes this impossible. An Employee will be guaranteed eight (8) hours pay for

22 each regular workday. Each shift will be completed within a continuous eight and one-half (8-1/2)

23 hour period and will include an unpaid one-half (1/2) hour lunch break and two (2) paid fifteen (15)

24 minute rest breaks. Employees who pick a regular weekly schedule consisting of four (4) ten-hour

25 shifts will be governed by the provisions in Article 13.

26 B. If it becomes necessary to alter a shift, and such alteration imposes a serious

27 hardship on the Employee, such Employee may request that METRO and the UNION review the

28 matter.

1 C. For the purposes of the pick and subsequent work assignments, the graveyard shift

2 shall be considered the first shift of the workday, the day shift the second, and the swing shift the

3 third.

4 D. The term "complex" as used in this Article is defined as a group of specific

5 work sites within a defined geographical area, as described in Exhibit C, Page 173, except as modified

6 by the Labor/Management Relations Committee.

7 **SECTION 5 - UPGRADES**

8 A. The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities

9 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the

10 higher rate of pay for actual time worked up to four (4) hours. Assigned work in a higher paid

11 classification in excess of four (4) hours will be paid at the higher rate of pay for the entire shift.

12 Overtime will be paid at the overtime rate for the higher paid classification.

13 B. For classifications above Signage Specialist, upgrades will be based on

14 qualifications, as determined by METRO.

15 C. For classifications of Signage Specialist and below, upgrades shall be offered to

16 the immediate lower classification by seniority as follows:

17 1. For positions lasting less than thirty (30) days, upgrades shall be offered by

18 worksite, complex and system-wide.

19 2. For positions lasting thirty (30) days or more, upgrades will be offered

20 system-wide.

21 D. An Employee who declines a temporary upgrade opportunity may not displace the

22 Employee who accepted it, regardless of seniority.

23 E. Upgrade work will be assigned to qualified Employees by seniority within a

24 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training

25 sign-up sheets.

26 F. An Employee upgraded to a regular Lead position shall receive ten percent (10%)

27 above the top step of the wage rate of the classification for which he/she serves as a Lead.

28 1. If METRO determines that a Lead position will be needed for a project or

1 crew which has three (3) or more Employees and will last for more than ninety (90) days, METRO

2 will assign a regular journey-level Lead instead of a designated Lead.

3 2. Employees upgraded to a regular Lead position will be selected from

4 Employees on the project or crew who have completed probation.

5 3. When more than three (3) Employees in the same Transit Custodian

6 classification work together as a crew, a regular Lead will be assigned to the shift at such worksite or

7 complex.

8 4. Each regular Lead will be considered a working Lead. In addition to his/her

9 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

10 5. No regular Lead will discipline other Employees.

11 **SECTION 6 - DESIGNATED LEADS**

12 A. Each designated Lead in the Facilities Maintenance sections shall receive a ten

13 percent (10%) differential above his/her existing wage rate for his/her classification.

14 B. A designated Lead will be assigned by the immediate supervisor, or chief when

15 three (3) or more Employees are assigned to work together as a team without supervision for more

16 than two (2) hours. The senior Employee in the highest paid job classification on the work team shall

17 be assigned the designated Lead responsibility.

18 C. Any Employee who trains a new Employee will receive designated Lead pay.

19 D. No Transit Custodian II will be eligible for a designated Lead assignment.

20 E. Once assigned as a designated Lead person, the Employee shall be paid at the

21 designated Lead rate of pay for the entire shift. Any time worked as a designated Lead in excess of

22 eight (8) hours, or ten (10) hours for a 4/40 Employee, will be paid at one and one-half (1-1/2) times

23 the designated Lead rate of pay.

24 F. A designated Lead will be considered a working Lead. In addition to his/her

25 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

26 G. No designated Lead will discipline other Employees.

27 **SECTION 7 - PICKS AND MOVE-UPS**

28 A. Two (2) picks shall be held annually, to be effective on the start of the closest pay

1 period to March 15 and September 15. When a facility opens or closes, a system-wide pick will

2 occur for those job classifications affected.

3 B. If a permanent or long term vacant position is to be filled, a system-wide move-up

4 in that classification will be permitted. Move-ups will be conducted only when they can be

5 completed twenty-eight (28) days prior to a shake-up. Assignment of specific duties on any shift

6 shall be at the sole discretion of METRO.

7 C. All Facilities picks will show the usual openings in each classification for each

8 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or

9 for adjusting workloads, METRO will solicit volunteers from the classification needed within the

10 complex. If no Employee volunteers, the least senior Employee available in the classification, within

11 the worksite, will be assigned. METRO retains the right to move the least senior Employee to

12 another worksite, shift or RDO combination. METRO will provide a minimum of twenty-four (24)

13 hours advance notice prior to any change in assignment.

14 D. All Employees listed in Section I may select by classification seniority, complex,

15 worksite, shift (when applicable), and two (2) consecutive RDOs. Specific duties within a

16 classification may also be picked to the extent specified by METRO on the pick sheets.

17 E. Copies of the proposed pick schedule and shifts will be posted for review no later

18 than fourteen (14) calendar days prior to the start of the pick. Changes in the posting may not be

19 made less than five (5) days prior to the pick. The effective date of the shake-up will be

20 approximately two (2) weeks after the pick.

21 F. METRO will make arrangements for each Employee to be available to pick his/her

22 assignment a minimum of ten (10) minutes prior to his/her designated pick time.

23 G. An Employee who wishes to select an assignment will report to an appropriate

24 pick location at least ten (10) minutes ahead of his/her pick time to examine available work

25 assignments. No Employee shall be compensated for time spent in the selection process, unless it is

26 during his/her regular work hours.

27 H. A UNION representative for Facilities Maintenance Employees shall be present

28 during each pick, including vacation picks.

1 I. An Employee who is unable to attend the pick may leave an absentee pick form

2 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION

3 representative picking an assignment for the Employee. The UNION representative shall make an

4 effort to select an assignment comparable to the assignment most recently worked. Selections made

5 by the UNION will not be subject to the grievance/arbitration procedure.

6 J. When METRO determines that an Employee will be unavailable for work for an

7 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer from

8 Facilities Maintenance will be notified prior to the start of the pick process.

9 SECTION 8 - VACATION SELECTION

10 A. METRO will determine the number of Employees who may be on vacation at any

11 one time in each job classification at each worksite and shall indicate same on a list at each worksite.

12 B. At the first pick of the calendar year, each Facilities Maintenance Employee, after

13 having first selected a worksite and complex, may select a maximum of five (5) separate blocks of

14 vacation, each consisting of one (1) or more consecutive workdays. No more than five (5) vacation

15 blocks may be used in any calendar year. Vacation selections shall be made by seniority within a job

16 classification. An Employee who takes his/her vacation in two (2) or more blocks shall select the

17 second block of his/her vacation after all Employees in his/her classification have made their first

18 selection; his/her third selection after all Employees in his/her classification have made their second,

19 etc. METRO shall post a calendar at each worksite with all approved vacation selections indicated.

20 Vacation changes shall not be allowed except in emergencies, as determined by METRO.

21 C. Two (2) separate vacation calendars for September 15 through the start of the

22 following March shake-up will be created at the vacation pick. One calendar will contain system-

23 wide guaranteed vacations. The other will contain complex vacation requests. An Employee who

24 has picked a period on the system-wide calendar will be guaranteed his/her vacation regardless of

25 which worksite he/she picks in the fall. Administrative area vacation requests, made at the pick, will

26 be granted, by seniority, as long as no Employee in the same classification who has a system-wide

27 guarantee moves into said administrative area at the fall pick. After the vacation pick, vacation

28 requests will be honored on a first come, first served basis.

1 D. An Employee who does not select vacation at the first pick of the year must request vacation at least thirty (30) days prior to the first effective day of requested leave, unless otherwise approved by management.

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4 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.

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6 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 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

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8 G. An Employee who desires to use unpicked vacation may use up to three (3) days per year in single day increments with the prior approval of his/her supervisor. An Employee may use vacation leave in one (1) hour increments with the approval of his/her supervisor.

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11 H. Management will acknowledge and endeavor to respond to a written request for any vacation or leave within seven (7) days of receipt.

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14 **SECTION 9 - OVERTIME**

15 A. All hours worked in excess of eight (8), or ten (10) hours for a 4/40 Employee, in the scheduled workday, except as provided in Article 13, and on an Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of pay for the classification for actual overtime hours worked.

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17 B. When unscheduled overtime is requested to complete a special task, the overtime will first be offered to the Employee within the classification responsible for the work. A special task shall be defined as:

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22 1. non-ordinary circumstances in which the work cannot wait to be completed; or

23 2. work deemed unreasonable to have anyone but the existing Employee performing the work be the one to complete the special task.

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25 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list will be posted on Monday and pulled at noon on Thursday. An Employee who is not on the overtime list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or

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1 if overtime must be assigned in inverse order of seniority. METRO will not call an Employee who is
2 on an authorized leave for overtime, unless it is an extreme emergency.

3 1. Overtime will be assigned to Employees on the list, in order of seniority

4 within a classification, according to Exhibit C, Page 173, provided the Employee is qualified and

5 reasonably available.

6 2. If the overtime is not filled from the list, it will be offered, by seniority, to

7 Employees in the next lower job classification(s) at the worksite where the overtime is required,

8 provided the Employee is qualified for the upgrade and reasonably available to do the work. If the

9 overtime is still not accepted, it will be offered, by seniority, to Employees in the job classification in
10 which the overtime is required, at other work sites within the complex. If the overtime is still not

11 accepted, it will be offered system-wide to Employees in the job classification in which the overtime

12 is required.

13 3. If the overtime has not been filled after all of the procedures outlined in

14 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected

15 job classification, at the worksite where the overtime is required. If the least senior Employee is not

16 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in

17 seniority. In the event of an emergency, METRO may assign overtime to any qualified Employee.

18 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,

19 and who is called back to work and reports for work, will be guaranteed four (4) hours of pay at the

20 overtime rate. If a Facilities Maintenance Employee can correct the situation without having to report

21 to the work site, they will be guaranteed two (2) hours of pay at the overtime rate. A Facilities

22 Maintenance Employee who is required to be on standby on his/her RDO, including holidays, will

23 receive four (4) hours of standby pay at his/her overtime rate for each set of RDOs, including

24 holidays, or on a holiday not connected to his/her RDOs, that he/she is on standby. Standby shall be

25 defined as the time from the quit time of the Employee's shift to the start time of the Employee's next

26 scheduled shift, during which the Employee is required to be available for work.

27 E. A Facilities Maintenance Employee called in before his/her scheduled report time

28 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment

1 and will not be required to work beyond a spread of twelve (12) hours. An Employee desiring to go
 2 home early may request permission from his/her supervisor.
 3 F. Overtime on any shift shall be computed at the rate paid for the Employee's
 4 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
 5 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
 6 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
 7 into the day shift will be paid at the overtime rate with graveyard shift differential.
 8 G. Reimbursable overtime shall be identified by Management at the time of offering,
 9 and shall be defined as labor costs being recovered by Facilities from funding sources other than
 10 Facilities' annual budget, and will be paid as overtime rather than as AC time.
 11 **SECTION 10 - SHIFT DIFFERENTIAL**
 12 Shift differential shall be seventy-five cents (\$.75) per hour for swing shift and one dollar
 13 (\$1.00) per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will
 14 be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be
 15 considered a graveyard shift.
 16 **SECTION 11 - SPECIAL BENEFITS**
 17 A. A tool allowance shall be provided annually by separate check to Employees
 18 permanently assigned to the classifications of Building Operating Engineer, Carpenter, Maintenance
 19 Constructor, Radio Equipment Specialist and to authorized trainees in these classifications. The
 20 amounts shall be as follows:

Year	Allowance
2007	\$361
2006	\$350
2005	\$340

26 METRO will provide those tools necessary to perform all assigned mechanical work to
 27 Facilities Maintenance Employees who are not provided the annual tool allowance.

28 B. METRO shall provide tool insurance to those Employees who receive an annual

1 tool allowance. Coverage will be in the amount of six thousand dollars (\$6,000). 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. Payment is contingent upon the Employee having on file with his/her

4 supervisor an up-to-date inventory of tools designating the type, size and manufacturer. METRO

5 shall have the right to inspect the inventory of tools; however, an Employee shall be allowed three (3)

6 days after the inspection to locate any tools which are missing.

7 C. Each Facilities Maintenance Employee, except a Facilities Intermediate Clerk,

8 shall receive eight (8) uniforms. An Employee who does not regularly wear any portion of the

9 uniform will be required to turn in the portion not being worn. Such Employee may request uniform

10 reissue at the beginning of the next shake-up. Two (2) smocks or aprons will be provided to each

11 Facilities Clerk upon request.

12 D. Each Employee who is required to work in inclement weather or hazardous areas

13 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited

14 to, a rainset, hat, and boots.

15 E. METRO shall provide and maintain necessary safety clothing, uniforms, and

16 equipment. Each Employee who is required by METRO to wear a particular type of footwear shall be

17 entitled to a METRO voucher to be applied toward purchases of such footwear. The maximum

18 METRO contribution paid by such voucher shall be one hundred twenty dollars (\$120) per Employee.

19 A replacement item will be issued only if the original item is turned in and judged to be in need of

20 replacement.

21 F. When an Employee works two (2) or more hours of overtime in conjunction with

22 his/her regular shift, METRO will provide, upon request, an unpaid thirty (30) minute meal period.

23 G. METRO shall reimburse each Employee for the cost of any license(s) required in

24 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers

25 license.

26 SECTION 12 - ATTENDANCE MANAGEMENT

27 A. METRO and the UNION recognize that Facilities Maintenance duties and

28 functions are critical and that Employees have the responsibility and obligation to be at work on time

1 each day. Facilities Maintenance Employees will be subject to the following terms, which supersede
2 any conflicting provisions elsewhere in the AGREEMENT.

3 B. Facilities Maintenance will monitor and record attendance using the terms of late

4 occurrence and unexcused absence.

5 C. A late occurrence:

6 1. of up to one hour (60 minutes) shall be managed and recorded as follows:

7 a. An Employee may complete any time left on his/her shift.

8 b. An Employee may work a full eight (8) or ten (10) hours even

9 though this work would continue into the next shift.

10 c. An Employee may not use AC time or vacation to make up lost time.

11 d. An Employee will be paid for actual hours worked at his/her

12 scheduled rate of pay.

13 e. A late occurrence shall not create an overtime opportunity for the

14 late Employee. No grievances will be filed by other Employees

15 claiming overtime infringements should an Employee elect to work

16 his/her full shift and the time worked extends into another shift.

17 2. of between one (1) and two (2) hours (61 – 120 minutes) shall be managed

18 and recorded as follows:

19 a. An Employee may complete any time left on his/her shift only.

20 b. An Employee may not use AC time or vacation to make up lost

21 time.

22 c. An Employee will be paid for hours worked at his/her scheduled rate

23 of pay.

24 3. Late occurrences will be recorded in a one hundred eighty (180) day rolling

25 time frame as follows:

26 a. 1st through 5th occurrence – Employee and chief initial the time

27 sheet/late report card.

28 b. 6th occurrence – one (1) day suspension without pay.

1 c. 7th occurrence – discharge, treated as a major infraction as defined

2 in Article 4.

3 D. Unexcused absences (over two (2) hours) shall be managed and recorded as

4 follows:

5 1. An Employee may complete his/her shift only.

6 2. An Employee may not use AC time or vacation to supplement their regular

7 shift pay.

8 3. Such Employee is not eligible for overtime that day.

9 4. Unexcused absences will be recorded in a twelve-month rolling time frame

10 as follows:

11 a. 1st occurrence – Employee will receive Oral Reminder; chief will

12 initial the time sheet/late report card.

13 b. 2nd occurrence – Employee will receive Written Reminder; chief

14 will initial the time sheet/late report card.

15 c. 3rd occurrence – One (1) day suspension without pay.

16 d. 4th occurrence – Discharge, treated as a major infraction as defined

17 in Article 4.

18 E. An occurrence which results in a second one (1) day suspension within one

19 hundred eighty (180) days of the occurrence that resulted in the first suspension shall result in

20 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 chief in writing, within five (5) working days of the occurrence. An Employee

24 that has a late occurrence or unexcused absence that has been removed from the attendance

25 management record has the option to use vacation leave, AC time, or sick leave as appropriate to

26 make up lost time.

27 G. METRO and the UNION agree to review this Section on an annual basis.

28 SECTION 13 – FACILITIES TRAINING COMMITTEE

1 A. The purposes of the Facilities Training Program are to maintain an on-the-job

2 training program for Transit Employees leading to journey level status or promotional opportunities

3 in selected classifications within Facilities Maintenance Sections and to offer these Employees an

4 opportunity to advance into skilled positions at a high level of proficiency.

5 B. The start date of an Employee's Facilities Training Program will be his/her

6 classification seniority date.

7 C. The details of the Facilities Training Program will be developed by the Facilities

8 Training Committee comprised of an equal number of representatives from the UNION and METRO.

9 If the committee foresees a vacancy in a journey level classification, it may establish a trainee

10 position in such classification.

11 D. A trainee who is successful in the program will be retained in his/her original

12 classification until an opening occurs in the journey level classification for which he/she trained.

13 Such Employee will be used to back fill in the journey level classification by classification seniority.

14 E. A trainee who is not successful in the program will be retained on the payroll and

15 returned to his/her former job classification with no loss of seniority, rights or benefits.

16 **SECTION 14 - LABOR-MANAGEMENT RELATIONS COMMITTEE**

17 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-

18 Management Relations Committee (FLMRC) is established and authorized, consistent with

19 applicable laws and the terms of this AGREEMENT. The committee will be composed of the

20 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance

21 Executive Board Officer, and two (2) UNION appointed members with an equal number appointed by

22 Facilities Management, including a supervisor/chief of Radio Maintenance. This committee shall

23 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of

24 this committee shall be implementation, discussion and resolution of working conditions, updates to

25 the notebook entitled Policies, Procedures, and Guidelines, issues/problems of METRO

26 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or

27 problems of contract administration other than formal grievances which are being processed, and

28 other matters of mutual concern.

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1 B. METRO shall inform the UNION of changes in the Power and Facilities notebook
2 entitled Policies, Procedures, and Guidelines after review and acceptance by the FLMRC and prior to
3 the implementation of said changes.

ARTICLE 19: REVENUE COORDINATORS

SECTION 1 - DEFINITION OF EMPLOYEES

A. Revenue Coordinators shall include all Employees in the classification of Revenue

Coordinator (formerly Transit Cashier).

B. Work historically or traditionally performed by Revenue Coordinators, formerly

Transit Cashiers, will be performed by Employees assigned to that classification.

SECTION 2 - WORK ASSIGNMENTS

A. All shifts in the classification of Revenue Coordinator shall be completed within a

continuous eight and one-half (8-1/2) hour period. Each Revenue Coordinator shift will include a

one-half (1/2) hour lunch break.

B. The workweek shall consist of five (5) consecutive days with each workday

guaranteed at eight (8) hours. There shall be two (2) consecutive RDOs.

C. Employees who pick a regular weekly schedule consisting of four (4) ten-hour

shifts will be governed by the provisions in Article 13.

D. All shifts in the Revenue Coordinator classification, once picked, will not be

permanently altered or changed during a shake-up without approval of the affected Employee and the

UNION.

E. A Revenue Coordinator who is called back to work after his/her regular shift will

be guaranteed at least three (3) hours pay at the overtime rate.

SECTION 3 - PICKS

A. Three (3) times each year, at the request of the UNION, METRO shall post all

shifts required for the classification of Revenue Coordinator. Each Employee shall be permitted to

select his/her shifts and RDOs in accordance with individual seniority within this classification.

B. A UNION representative for Revenue Coordinators shall be present during pick.

C. A Revenue Coordinator, who is unable to attend pick, must leave his/her shift

preference with the UNION or a shift will be picked for him/her by the UNION. An Employee shall

not be compensated for time spent in the pick unless it is during his/her regular work hours. An

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 (2) 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 METRO Full-Time Transit Operators on the basis of

ability, training, education, experience, and job performance, as determined by appropriate testing

procedures. Once selected, the candidates shall be placed on the Intermittent Revenue Coordinator

List in seniority order as determined by the UNION. Such vacancies shall be posted on METRO

bulletin boards for at least two (2) calendar weeks.

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 Intermittent Revenue Coordinator will result in

removal from the Intermittent 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 from the Intermittent List by seniority. Intermittent Revenue Coordinators

who receive regular appointments as Revenue Coordinators, shall be subject to a one (1) 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 Intermittent List by seniority with first right of refusal.

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ARTICLE 20: SPECIAL CLASSIFICATIONS

SECTION 1 - DEFINITION OF EMPLOYEES

Special Classification Employees shall mean all Employees in the following classifications:

• Accounting Technician I

• Accounting Technician II

• Clerk I

• Clerk II

• Clerk Typist II

• Duplicating Equipment Operator

• Information Distributor

• Intermediate Clerk

• Offset Press Operator

• Operations Security Liaison

• Senior Clerk

• Senior Data Entry Clerk

• Supply Distributor

• Transfer Room/Warehouse Worker

SECTION 2 - WORK ASSIGNMENTS

A. The workweek shall consist of five (5) consecutive days, except when an

Employee's pick makes this impossible. Each Employee shall be guaranteed eight (8) hours pay for

each regular workday. Each shift, except where modified by historical practice, will be completed

within a continuous eight and one-half (8-1/2) hour period and will include an unpaid one-half (1/2)

hour lunch break and two (2) paid fifteen (15) minute rest 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.

C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight

1 (8) hours off between shifts and at least sixty (60) hours off for RDOs.

2 **SECTION 3 - PICKS**

3 Employees within a classification which has any combination of day, swing, and/or graveyard
4 shifts shall be entitled to select their worksite and shift in conjunction with Transit Operator picks.

5 **SECTION 4 - VACATION SELECTION**

6 A. Vacations may be split into periods of one (1) or more full weeks when this can be
7 arranged at no additional cost to METRO. An Employee may take his/her vacation in one (1) day or
8 one (1) hour increments. Requests for use of such vacation must be approved in advance by his/her
9 supervisor.

10 B. Vacations will be picked by seniority.

11 C. An Employee, who takes his/her vacation in two (2) or more periods shall select

12 the second period of his/her vacation after all Employees in his/her classification have made their first
13 selection; his/her third selection after all Employees in his/her classification have made their second
14 selection; etc., until all periods of vacation have been selected.

15 D. The vacation pick shall be completed by November 15th each year. The vacation

16 calendar shall remain posted and shall be kept current.

17 E. Any picked vacation not used will be offered to other Employees by seniority in

18 the same classification if METRO determines business reasons permit.

19 **SECTION 5 - OVERTIME**

20 A. All hours worked in excess of eight (8) hours in the scheduled workday or work on
21 an Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the existing
22 straight-time rate of pay of the classification for actual overtime hours worked.

23 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift

24 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift

25 differential. Overtime on graveyard shift extending into the day shift shall be paid with graveyard

26 shift differential.

27 **SECTION 6 - SPECIAL ALLOWANCES**

28 A. Shift differentials shall be seventy-five cents (\$.75) per hour for swing shift and

1 one dollar (\$1.00) per hour for graveyard shift.

2 B. An Employee who has gone home after his/her regular shift, and who is called

3 back to work and reports for work, will be guaranteed at least three (3) hours of pay at the overtime

4 rate. An Employee called in before his/her scheduled report time and in conjunction with his/her

5 regular shift will be paid for actual hours worked.

6 C. Special Classifications Employees shall receive a straight-time premium for

7 instructing individuals as follows:

8 1. One (1) hour of pay at the Employee's current rate for four (4) hours or less

9 of instruction in one (1) day.

10 2. Two (2) hours of pay at the Employee's current rate for more than four (4)

11 hours of instruction in one (1) day.

12 SECTION 7 - SPECIAL BENEFITS

13 A. Each Employee who is required to work in inclement weather will be provided the

14 necessary foul weather gear which includes, but is not limited to, a rainset, hat, and boots.

15 B. When an Employee is informed during his/her regular shift that overtime in excess

16 of two (2) hours beyond the end of his/her regular shift will be required, METRO will provide a thirty

17 (30) minute unpaid meal period or a fifteen (15) minute paid break, upon request.

18 C. When an Employee is called in for emergency work two (2) or more hours prior to

19 the start of his/her regular shift, METRO will provide a thirty (30) minute unpaid meal period or a

20 fifteen (15) minute paid break, upon request.

21 SECTION 8 - INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE

22 WORKER AND SUPPLY DISTRIBUTORS

23 A. Two (2) smocks or two (2) coveralls will be made available to Information

24 Distributors, Transfer Room/Warehouse Workers and Supply Distributors.

25 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse

26 Workers and Supply Distributor with the necessary safety equipment, including but not limited to, an

27 abdominal belt, gloves, and/or dust masks.

28 C. Information Distributors shall mean all Special Classifications Employees in the

1 classification of Information Distributor, whose historical and traditional work is the receipt,
 2 warehousing, record keeping, and distribution throughout the METRO service area of transit-related
 3 items, principally informational or promotional materials and timetables. However, from time to time
 4 individuals other than Information Distributors may need to pick up or drop off informational or
 5 promotional materials and time-tables in small quantities.
 6 D. Information Distributors' overtime shall be offered by seniority on a rotating basis
 7 for extra work not assigned to an Employee's normal area of delivery.
 8 E. METRO will reimburse each Information Distributor for telephone expenses
 9 incurred as part of his/her duties.

10 **SECTION 9 - OPERATIONS SECURITY LIAISON**

11 A. Employees in this job classification will work forty (40) hours per week on a
 12 flexible work schedule approved by their supervisor.

13 B. Overtime at the rate of time and one half (1-1/2) will be paid for all hours worked
 14 in excess of forty (40) hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends
 15 Friday at 12:00 midnight.

16 C. Future positions and vacancies in the Operations Security Liaison classification
 17 will be offered to qualified Employees represented by the UNION who have been a Full-Time Transit
 18 Operator for a minimum of three (3) years.

19 D. If work is performed on a holiday the Employee will not receive additional pay for
 20 such work beyond the Employee's regular weekly salary.

21 E. Sections 2 through Section 8 of this Article do not apply to the classification of
 22 Operations Security Liaison. Only Section 1 and 9 of this Article will apply.

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ARTICLE 21: RIDER INFORMATION SPECIALISTS

SECTION 1 - DEFINITION OF EMPLOYEES

Rider Information Employees shall mean all Employees in the following classifications:

- Rider Information Specialist
- Senior Rider Information Specialist (including a.m. Senior, Workroom Senior, and p.m. Senior)
- Assigned Rider Information Specialist

SECTION 2 - GENERAL CONDITIONS

A. All routine update work dealing with information provided exclusively for, or

historically in, the Rider Information Office (RIO) shall be performed by Rider Information

Employees as long as the information continues to be provided in the same manner.

B. Senior Rider Information Specialists, Rider Information Specialists and Assigned

Rider Information Specialists shall be considered as one (1) classification for the purposes of layoff.

C. METRO and the UNION agree to establish a joint Working Conditions Committee

comprised of equal number of METRO management and UNION appointed RIO/Customer Service

Office (CSO) representatives. The purpose of this committee will be to improve working conditions

and work processes in RIO/CSO. 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 (5) consecutive days, except when a Rider

Information Employee's pick makes this impossible. Each Rider Information Employee will be

guaranteed eight (8) hours pay for each regular workday. Each shift will be completed within a

continuous eight and one-half (8-1/2) hour period and will include an unpaid one-half (1/2) hour

1 lunch break and two (2) paid fifteen (15) minute rest breaks. An exception shall be the graveyard
2 shift, which shall be completed within a continuous eight-hour period, so long as it is staffed by only
3 one (1) Rider Information Employee. A Rider Information Employee who picks a regular weekly
4 schedule consisting of four (4) ten-hour shifts will be governed by the provisions in Article 13.
5 C. Shifts and RDOs shall be arranged so that each Rider Information Employee shall
6 have at least eight (8) hours off between shifts and at least sixty (60) hours off for RDOs; except that
7 Rider Information Specialists, who select extra positions, and Assigned Rider Information Specialists
8 shall have at least fifty-four (54) hours off for RDOs.
9 D. No more than twenty percent (20%) of all full-time Rider Information Specialist
10 assignments shall be extra positions. A Rider Information Specialist who selects an extra position
11 shall be guaranteed eight (8) hours pay each day.
12 E. Work schedules for extra person and Assigned Specialist positions shall be posted
13 on Tuesday of the week prior to the effective date of the assignment.
14 F. No regular, full-time continuous shift in the Rider Information Office shall be split
15 during the life of this AGREEMENT. No full-time Rider Information Specialist will be required to
16 accept assigned status. No Assigned Rider Information Specialist will be required to accept a split
17 shift without mutual agreement between METRO and the UNION.
18 G. METRO may create Telecommuting Shifts, which will be assigned and
19 administered according to guidelines mutually developed and agreed to by METRO and the UNION.
20 SECTION 4 - PICKS
21 A. Each Rider Information Specialist and Assigned Rider Information Specialist shall
22 select, by seniority, a shift, assigned position or an extra position at each pick. Each Rider
23 Information Specialist and Assigned Rider Information Specialist, who selects a shift, also will be
24 entitled to select, by seniority, his/her two (2) consecutive RDOs, breaks, and lunch hours by seniority
25 at the pick. Each Rider Information Specialist and Assigned Rider Information Specialist, who picks
26 an extra position, will be assigned his/her two (2) consecutive RDOs, breaks, and lunch hour.
27 B. Senior Rider Information Specialists in positions that have been designated by
28 METRO as permanent assignments, shall not be subject to the pick.

1 C. Selection of shift and vacation for Rider Information Specialists and Senior Rider Information Specialists will be determined by seniority earned within the specific classification.

2 D. Rider Information Specialist picks will be scheduled in conjunction with Transit Operator picks. Copies of the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted, and sent to the UNION at least two (2) weeks prior to the date of the pick.

3 E. A UNION representative shall be present during pick.

4 F. No change or alteration to any shift which was picked shall be made during a shake-up without consent from the affected Rider Information Employee and the UNION.

5 G. Vacancies in the position of Senior Rider Information Specialist will be filled by an Employee with at least two (2) years of experience as a Rider Information Employee. When qualifications and experience are equal, current continuous service as a Rider Information Specialist will be the determining factor.

6 H. All available acting weekend Senior Rider Information Specialist positions will be posted at the pick. Any qualified and interested Rider Information Employee must submit a letter of interest at least seven (7) days prior to the pick. Two (2) years experience as a Rider Information Employee is preferred. The acting weekend Senior Rider Information Specialists will be selected by seniority on a rotating basis. Such acting assignments will last one (1) shake-up.

7 I. A Rider Information Employee who is unable to attend the pick, may leave with the UNION an absentee pick form indicating his/her work preferences. Failure to do so will result in the UNION representative picking an assignment for the Rider Information Employee. The UNION representative shall make an effort to select an assignment comparable to the assignment last selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

8 J. No Rider Information Employee shall be compensated for time spent in the pick unless it is during his/her regular work hours.

9 K. When a permanent vacancy occurs, Rider Information Employees working in such classification may have a move-up, by seniority, provided such move-up is completed twenty-eight (28) days prior to the next shake-up.

10 L. When METRO determines that an Rider Information Employee will be unavailable

1 for work for an entire shake-up, for any reason, such Rider Information Employee shall not pick a
2 shift. This provision shall include any Rider Information Employee who is detailed or upgraded into
3 job classifications other than his/her own.

4 **SECTION 5 - VACATION SELECTION**

5 A. Vacations will be picked by seniority as outlined in this Section. Senior Rider
6 Information Specialists will pick from a separate vacation list.

7 B. The vacation pick shall be completed by November 15th each year. The vacation
8 calendar shall remain posted and shall be kept current.

9 C. Vacations may be split into periods of one (1) or more full weeks when this can be
10 arranged at no additional cost to METRO. A Rider Information Employee may elect to take fifty
11 percent (50%) of his/her vacation in one (1) day or one (1) hour increments. Requests for use of such
12 vacation must be approved in advance by the supervisor.

13 D. A Rider Information Employee who takes his/her vacation in two (2) or more
14 periods shall select the second period of his/her vacation after all Rider Information Employees in
15 his/her classification have made their first selection; his/her third selection after all Rider Information
16 Employees in his/her classification have made their second selection; etc., until all periods of vacation
17 have been selected.

18 E. At the vacation pick, a Rider Information Employee may select vacation combined
19 with AC in consecutive blocks. A Rider Information Employee may not pick AC unless it is accrued
20 at the time of the vacation pick.

21 F. Any picked vacation not used will be offered to other Rider Information Employees
22 by seniority in the same classification if METRO determines business reasons permit.

23 **SECTION 6 - OVERTIME**

24 A. All hours worked in excess of eight (8) hours in the scheduled workday or on a
25 Rider Information Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2)
26 times the existing straight-time rate of pay for actual overtime hours worked.

27 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
28 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift

1 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift

2 differential.

3 C. Overtime will be offered on a rotating basis from an overtime list. If the list is

4 exhausted or if no Rider Information Employee on the list is reasonably available, METRO may

5 assign overtime by inverse seniority.

6 SECTION 7 - SPECIAL ALLOWANCES

7 A. Shift differentials shall be seventy-five cents (\$.75) per hour for swing shift and

8 one dollar (\$1.00) per hour for graveyard shift.

9 B. A Rider Information Employee, who has gone home after his/her regular shift, and

10 who is called back to work and reports for work, will be guaranteed at least three (3) hours of pay at

11 the overtime rate. A Rider Information Employee called in before his/her scheduled report time and

12 in conjunction with his/her regular shift will be paid for actual hours worked.

13 C. Rider Information Specialists and Assigned Rider Information Specialists shall

14 receive a straight-time premium for assignments instructing another individual as follows:

15 1. One (1) hour of pay at the Rider Information Employee's current rate for

16 four (4) hours or less of instruction in one (1) day.

17 2. Two (2) hours of pay at the Rider Information Employee's current rate for

18 more than four (4) hours of instruction in one (1) day.

19 D. Rider Information Specialist trainees will receive at least 50% of the current top

20 step hourly wage for Rider Information Specialists for actual hours worked until successfully

21 completing training.

22 SECTION 8 - SPECIAL BENEFITS

23 A. When a Rider Information Employee is informed during his/her regular shifts that

24 overtime in excess of two (2) hours beyond the end of his/her regular shift will be required, METRO

25 will provide a thirty (30) minute unpaid meal period or a fifteen (15) minute paid break, upon request.

26 B. When a Rider Information Employee is called in for emergency work two (2) or

27 more hours prior to the start of his/her regular shift, METRO will provide a thirty (30) minute unpaid

28 meal period or a fifteen (15) minute paid break, upon request.

SECTION 9 - ASSIGNED AND SENIOR RIDER INFORMATION SPECIALISTS

A. Each Assigned Rider Information Specialist shall receive his/her work assignments

from METRO and may work less than an eight (8) hour day and/or forty (40) hour workweek.

B. If METRO and the UNION agree to split shifts, up to one-third (1/3) of Assigned

Rider Information Specialist shifts may be split, with a maximum spread of twelve and one-half (12-

1/2) hours. The Assigned Rider Information Specialist will be paid at a rate equivalent to time and

one-half (1-1/2) for spread time in excess of ten and one-half (10-1/2) hours.

C. An Assigned Rider Information Specialist who is on active pay status at least

eighty (80) hours in one (1) 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

Rider Information Specialist may be eligible for a personal holiday, as provided in Article 8, Section

5. An Assigned Rider Information Specialist who works less than eighty (80) hours in one (1)

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 Rider Information Specialist will accrue sick leave upon

qualification.

E. Not more than forty percent (40%) of all Rider Information Specialist positions

shall be Assigned Rider Information Specialists.

F. METRO shall offer all new, regular full-time Rider Information Specialist

positions to qualified Assigned Rider Information Specialists, provided there are a sufficient number

of qualified applicants. Seniority shall determine the order of selection after qualifications have been

determined through appropriate criteria and testing methods as defined by METRO. METRO shall

determine qualification criteria. METRO reserves the right to rehire or transfer former METRO

Rider Information Specialists to vacant Rider Information Specialist positions.

G. A Senior Rider Information Specialist shall notify Rider Information Specialists of

infractions but will not issue discipline or perform formal performance evaluations of Employees.

H. Senior Rider Information Specialists will monitor Rider Information Specialists on

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1 an ongoing/rotating basis. An observation report will be placed in the Rider Information Employee's

2 file only upon request of the Employee.

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ARTICLE 22: SUPERVISORS

SECTION 1 - DEFINITION OF EMPLOYEES

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
- Tunnel Controller
- Supervisor-in-Training

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. Items not specifically addressed in this Article but covered in the general Articles of this AGREEMENT shall also apply to Supervisors. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

SECTION 3 - APPOINTMENT OF PERMANENT SUPERVISORS

A. From time to time METRO may require additional Supervisors. Candidates for these positions shall be selected from METRO Full-Time Transit Operators having at least three (3) years of current, full-time, driving service. These Employees shall be selected 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.

B. Supervisor-in-Training (SIT) vacancies shall be posted on METRO bulletin boards for at least two (2) calendar weeks. Interested Employees must formally apply through METRO's Employment Office within the specific time frame listed. Selection of SIT candidates shall be the sole responsibility of METRO. Whenever possible, a Supervisor, selected by METRO after

1 consultation with the UNION, will be included in the SIT candidate selection process.

2 C. Candidates for SIT will be selected in accordance with METRO's merit system.

3 Successful candidates will be placed on a list by seniority. The SIT candidate list will remain in

4 effect until exhausted. Candidates must maintain eligibility, under the criteria used for the

5 recruitment process while they are on the list 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 D. SITs will be placed in that classification for twelve (12) months. During the

8 twelve (12) month period, each SIT will be required to qualify in the Base Dispatcher/Planner and

9 Service Supervisor classifications. Upon completion of training in each area, the SIT will receive a

10 performance evaluation. Upon qualification in both areas, the SIT will receive a formal review with

11 METRO

12 E. METRO will establish and publish standards for qualification and, with input from

13 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in

14 each required classification. Failure to qualify in any of the required classifications will result in

15 termination as an SIT and return of the SIT to his/her previous Transit Operator job classification.

16 F. SIT candidates may be trained before an appointment is available.

17 G. An SIT shall not formally train another SIT at any time.

18 H. Upon appointment, SITs shall be subject to a twelve (12) month probationary

19 period.

20 I. METRO may require up to four (4) Supervisors to qualify in each of the

21 Communication Coordinator and Transit Instructor classifications during each shake-up. Volunteers,

22 in seniority order, will be selected for the training. If there are not enough volunteers to fill

23 designated training requirements, Supervisors may be required to qualify. If a Supervisor is required

24 to qualify as a Communications Coordinator, he/she will be selected in inverse seniority order from

25 Supervisors who have four (4) or more years of seniority, calculated from the date of appointment as

26 an SIT, and who have not had a previous opportunity to qualify as a Communications Coordinator. If

27 a Supervisor is required to qualify as a Transit Instructor, he/she will be selected in inverse seniority

28 order from Supervisors who have had two (2) or more years of seniority, calculated from the date of

1 appointment as an SIT and who have not had a previous opportunity to qualify as a Transit Instructor.
2 A Supervisor who fails to qualify will return to his/her picked assignment.

3 **SECTION 4 - PICKS**

4 A. In the spring and fall of each year, or when a facility opens or closes, or when

5 mutually agreed to by METRO and the UNION, all shifts required in the job classifications of

6 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker, Tunnel

7 Controller, and Transit Instructor, will be posted for a general pick. Copies of schedules and

8 assignments to be picked will be posted at all work sites fourteen (14) days prior to the pick.

9 METRO also will issue each Supervisor, and the UNION, a copy of this information. After the

10 posting, there will be a review period in which changes may be made by METRO. No changes will

11 be made five (5) days prior to the pick date unless mutually agreed by the UNION and METRO.

12 Implementation of the spring pick will occur between April 1 and April 15 and implementation of the

13 fall pick will occur between October 1 and October 15. The two (2) general picks will be held unless

14 a special pick has occurred or is scheduled to occur within forty-five (45) days of the general pick.

15 B. Shifts will be classified as regular and relief. Employees will be permitted to select

16 shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for

17 pick according to pick guidelines. Pick guidelines will be reviewed in advance by METRO and the

18 UNION.

19 C. Supervisors who have not worked in a classification for twelve (12) months may

20 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will

21 be considered permanently qualified unless mutually agreed by the UNION and METRO.

22 D. A Supervisor may report to the pick room at least twenty (20) minutes prior to

23 his/her pick time to examine available work assignments.

24 E. A Supervisor who does not attend the pick must leave, with the UNION, at least

25 four (4) choices of assignments in order of preference. Failure to do so will result in the UNION

26 representative making every effort to select an assignment comparable to the assignment last selected

27 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

28 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular

1 working hours.

2 F. UNION representation for the Supervisors shall be present during the pick.

3 G. All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,

4 significant duties, RDOs, or job classification changed during a shake-up without approval of the

5 affected Supervisor(s) and the UNION.

6 H. There will be no restriction, except as provided elsewhere in this Article, on the

7 number of Supervisors picking in or out of a particular classification except that the number of

8 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten (10)

9 years, picking into the Transit Instructor, or Communications Coordinator classifications will be

10 limited to two (2) in each classification. No more than one (1) nonqualified Supervisor may pick into

11 the Schedule Maker or Tunnel Controller classifications. However, the supervisor of a work unit may

12 exceed this number at his/her discretion. For picks due to the opening or closing of a facility, or

13 changes in facility hours, nonqualified Supervisors will not be allowed to pick into the Transit

14 Instructor, Schedule Maker, Tunnel Controller or Communications Coordinator classifications

15 without prior approval of the supervisor of the work unit.

16 I. If a sufficient number of qualified Supervisors do not wish to pick into a particular

17 classification, qualified Supervisors will be required to fill the shifts in inverse order of seniority in

18 that classification. When any Supervisor is forced into a classification because of the language in this

19 Paragraph, vacant shifts will be picked by seniority, starting with the forced Supervisor.

20 J. If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor, Tunnel

21 Controller, or Communications Coordinator classification and fails to qualify, his/her vacant shift will

22 be filled by the next most senior Supervisor who desires it. The Supervisor who fails to qualify will

23 fill the resulting vacancy if he/she is qualified to do so. If not, this process will be repeated until there

24 is a vacancy in a classification in which he/she is qualified. He/she may repick the classification in

25 which he/she failed to qualify after a period of two (2) years or with the approval of the supervisor of

26 the work unit.

27 K. At each pick, Supervisors may volunteer in writing to work over-time. An

28 overtime list will be posted at the pick.

1 L. To be considered qualified as a Communications Coordinator or Tunnel Controller,

2 a Supervisor must successfully complete a qualification process consisting of a training period and
3 two (2) weeks of independent performance of the duties of the position. METRO will determine
4 qualification based on job performance. Supervisors who fail to qualify in this classification will not
5 participate in the qualification process for a period of two (2) years without permission of the
6 supervisor of the work unit.

7 M. Supervisors picking the Service Quality or Training Sections must have a valid

8 CDL at the time of the pick. Licenses and endorsements will be checked at the pick. A joint

9 UNION/METRO support system will be developed to assist Supervisors who are having difficulty

10 obtaining a CDL.

11 N. A Supervisor picking the Transit Instructor classification will pick his/her work

12 location by seniority.

13 O. All block assignments shall have ten (10) hours off between consecutive days

14 assignments except that in one (1) instance per week per blocked assignment, there may be a

15 minimum of eight (8) hours off. Each Supervisor who chooses a block assignment shall choose no

16 more than three (3) separate assignments to place in the blocks. Blocks must be picked in a way that

17 does not jeopardize time off or RDO guarantees found elsewhere in this AGREEMENT. Each

18 Supervisor picking block assignments shall select one (1) set of the same posted assignment for two

19 (2) consecutive days, a different set of the same posted assignment for another two (2) consecutive

20 days, and a third posted assignment for a single day. Supervisors' selection of blocks may require

21 inclusion of a one (1) day floating assignment. Should either party be adversely affected by this

22 Paragraph, METRO and the UNION agree to meet and negotiate necessary changes.

23 **SECTION 5 - MOVE-UPS**

24 A. When a vacancy occurs during a shake-up in any Supervisor classification, a

25 system-wide seniority move-up will be held within fourteen (14) days if METRO elects to fill the

26 vacant shift. If there is a remaining vacancy in the Tunnel Controller or Communications

27 Coordinator classifications not filled by a move-up, METRO may fill the vacancy with the lowest

28 seniority Supervisor who is qualified in the classification and who is not already assigned to either the

1 Tunnel Controller or Communications Coordinator classifications. Once a Supervisor is forced into
2 the classification because of the language of this Paragraph, shifts will be picked by seniority starting
3 with the forced Supervisor.

4 B. Move-ups may not be requested within eight (8) weeks of the effective date of a

5 shake-up.

6 SECTION 6 - WORK ASSIGNMENTS

7 A. All job classifications except for Supervisor-in-Training and Schedule Maker shall
8 have regular shifts and relief shifts. All shifts will be available for pick according to the pick
9 guidelines.

10 B. All shifts in the classification of Schedule Maker, Transit Instructor and Tunnel

11 Controller shall be completed within a continuous eight (8) hour period, unless the shift is designated
12 for an unpaid thirty (30) minute lunch break.

13 C. All Base Dispatcher/Planner shifts shall be straight through. Communications

14 Coordinator assignments shall have no more than one (1) split shift. Service Supervisor assignments
15 shall be guaranteed eighty percent (80%) straight-through on weekdays and one hundred percent

16 (100%) straight-through on nights, weekends and holidays when Sunday schedules are operating. A

17 night shift shall be defined to be any shift completed after 8:00 p.m. Relief Supervisors in the Service
18 Quality Section shall be guaranteed seventy percent (70%) straight-through shifts on weekdays,

19 unless waived by the Relief Supervisor, and one hundred percent (100%) straight-through on nights,
20 weekends and holidays when Sunday schedules are operating. Temporary split extra assignments

21 may be assigned to the relief list, however, a Relief Supervisor cannot be required to work a split

22 extra assignment for more than two (2) consecutive weeks.

23 D. Regular shifts shall consist of five (5) consecutive days of work within a specific

24 classification in a workweek, with each workday guaranteed eight (8) hours. Regular shift RDOs

25 shall be two (2) consecutive days. All regular shifts in the classifications of Service Supervisor, Base
26 Dispatcher/Planner, Tunnel Controller, and Communications Coordinator will be assigned in their

27 entirely unless otherwise approved by the section manager.

28 E. Relief shifts will be guaranteed forty (40) hours of work per work-week, with an

1 eight (8) hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day

2 of each pay period for the following pay period. There will be two (2) consecutive RDOs for each

3 forty (40) hour week, except for Relief Supervisors with Friday and Saturday RDO combinations

4 switching to another RDO combination or vice versa. RDOs will not be changed or cancelled

5 without the consent of the affected Supervisor, except in an emergency. The RDOs for Relief

6 Supervisors may change each pay period as a result of the availability of assignments.

7 F. Prior to the end of each pay period, each Relief Supervisor will pick his/her

8 assignment for the next pay period from the known available assignments and available RDOs, by

9 seniority. Assignments with four (4) or five (5) days of the same shift number available in one (1)

10 pay week (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week

11 will be picked separately. Assignments selected the first week will not affect selections in the second

12 week, except where minimum time off between shifts and/or fifty-four (54) hours off for RDOs

13 would be compromised. Block assignments may be broken up with shifts selected individually by the

14 Relief Supervisor.

15 G. In the event that there are not enough work assignments for all Relief Supervisors

16 to choose from, extra assignments may be created. METRO may change a Relief Supervisor's extra

17 assignment by up to four (4) hours, provided the change is made at least twelve (12) hours before the

18 start time of the Supervisor's extra assignment. In the event of an emergency, or with the Relief

19 Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more than four (4)

20 hours and with less than twelve (12) hours notice. Relief Supervisors who have picked extra

21 assignments must check in between twelve (12) and eight (8) hours prior to the scheduled start of the

22 extra assignment to find out if there is a change.

23 H. Relief Supervisors will be allowed to pick vacation assignments and long-term

24 unavailability assignments for the shake-up, within thirty (30) days of the start of the shake-up. Such

25 picks will be by seniority, and can only be made by Supervisors within the classification. Once the

26 assignment has been made, the Relief Supervisor is obligated to work that assignment unless it is

27 canceled. If the vacation relief or long-term unavailability assignment is canceled the affected

28 Supervisor will revert to his/her relief position.

1 I. Scheduled Transit Instructor work will be selected by seniority by qualified Transit

2 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested

3 change is approved by the unit supervisor. METRO may modify an Instructor's work assignments to

4 meet training needs.

5 J. All Supervisors shall have at least fifty-four (54) hours off for their two (2)

6 consecutive RDOs.

7 K. METRO will determine the number of relief shifts in each classification, but the

8 number of relief shifts in each Supervisor classification will not exceed one-third (1/3) of the total of

9 all shifts in that classification; however, not less than three (3) at METRO's option.

10 L. METRO agrees to assign all special assignments, tasks and projects by giving

11 equal consideration to the Supervisor's education, ability, and experience as it applies to each

12 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply

13 for and selection shall be based on the above criteria if the special assignment, task or project is to

14 exist for thirty (30) days or more. If the special assignment, task or project is in excess of ninety (90)

15 days, the special assignment, task or project will be rotated among those Supervisors who applied and

16 who meet the above criteria, provided the rotation does not result in project delay. METRO also

17 recognizes the need for ongoing optional training programs which will allow Supervisors to become

18 better qualified for their present work assignments or for advancement.

19 M. Any work that has been historically or traditionally performed by Supervisors will

20 not be performed by any other Employee or individual.

21 N. Relief Supervisors picking the Tunnel Controller classification who are qualified

22 as Communications Coordinators may be assigned a Communications Coordinator assignment only

23 after all available Coordinators have been offered the work, including Coordinators available for

24 overtime. Relief Supervisors picking the Communications Coordinator classification, who are

25 qualified as Tunnel Controllers, may be assigned a Tunnel Controller assignment only after all

26 available Tunnel Controllers have been offered the work, including Tunnel Controllers available for

27 overtime.

28 O. On a Holiday when METRO operates a Sunday schedule, Base Operations Utility

1 and Planner/Utility shifts will be, at METRO's sole discretion, either canceled or operated as

2 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each

3 shift and each holiday. If a Utility or Planner/Utility shift is canceled, the regularly scheduled

4 Supervisor for that shift will be off with Holiday pay. If a Utility or Planner/Utility shift is not

5 canceled, the regularly scheduled Supervisor for that shift will have the option of working the shift or

6 taking the day off with Holiday pay. If the regularly scheduled Supervisor chooses not to work that

7 shift, the shift will be filled by the normal Relief Supervisor assignment and overtime assignment

8 processes.

9 P. When a shift remains unfilled within one (1) hour of the start time of the shift and

10 METRO determines that the shift cannot be canceled, a Supervisor working a different shift with

11 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The

12 hours worked by the Supervisor cannot be changed more than thirty (30) minutes except by mutual

13 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,

14 Supervisor qualification, business requirements and the Supervisor's desire to change work

15 assignments.

16 SECTION 7 - SPECIAL ALLOWANCES

17 A. Spread time pay, at one-half (1/2) pay, will be awarded after ten and one-half (10-

18 1/2) hours within one (1) workday, providing that premium time is not already being paid, in which

19 case spread time will be reduced by the exact amount of premium time. Twelve (12) hours will be

20 the limit for any spread assignment.

21 B. Any Supervisor working in the Communications Coordinator or Tunnel Controller

22 classification will receive a five percent (5%) differential added to his/her wage rate for all time

23 worked in that classification.

24 C. A Supervisor shall receive two (2) hours straight-time pay for each shift during

25 which he/she instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or

26 retraining for which METRO requires a written evaluation. This pay will be contingent on the

27 completion of an evaluation of the trainee's performance.

28 SECTION 8 - OVERTIME

1 A. All hours worked in excess of eight (8) hours on a regular workday shall be paid at
2 the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of pay for actual
3 hours worked.
4 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
5 pay of four (4) hours. No Supervisor will be required to work on his/her RDO except in an extreme
6 emergency.
7 C. All overtime will be assigned according to guidelines mutually developed and
8 agreed to by METRO and the UNION.
9 D. Posted special event assignments will be available for pick by those Supervisors
10 selecting either the Service Supervisor or Communications Coordinator classifications. These
11 assignments will be known as future overtime and will be credited to the Supervisor in advance and
12 combined with hours actually worked.
13 **SECTION 9 - VACATION SELECTION**
14 The selection of vacation will follow those guidelines set for vacation selection and accrual in Article
15 9 with the following exceptions:
16 A. At the spring pick, Supervisors will select vacations in order of Supervisor
17 seniority in each classification. After all first choices are filled by seniority, second, third, fourth, and
18 fifth choices will be selected in that order by seniority within each classification. Appropriately
19 accrued vacation will be used in the selection of these periods.
20 B. At the fall pick, if a Supervisor picks into a classification, as set forth in Section 1,
21 other than the one for which he/she has selected his/her fall vacation, and his/her fall vacation period
22 is full in the newly picked classification, he/she may not bump a person with lower seniority who has
23 already selected that period in that classification. Such Supervisor will select another vacation period
24 from the remaining periods in the new classification. Appropriately accrued vacation will be used in
25 the selection periods.
26 C. The number of Supervisors within a classification allowed on vacation during the
27 same period shall be at least fourteen percent (14%) of the number of Supervisors in that
28 classification, including STTs projected to be in the classification on June 30; except that, during Full-

1 Time Operator pick, the minimum number of Base Dispatcher/Planners allowed on vacation shall be
 2 reduced by one (1). Qualified Relief Supervisors and/or one-third (1/3) of all Instructors may be
 3 required to work in other classifications to fill vacation reliefs, by inverse seniority.
 4 D. A Supervisor may use his/her current vacation accrual in single day increments

SECTION 10 - SPECIAL BENEFITS

5 with the approval of his/her immediate supervisor.
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 7 A. Upon the approval of the work unit or base supervisor, at least one (1) Supervisor
 8 per day in each 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 (12) times the top step of First-Line 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 five hundred dollars (\$500). The uniform voucher may be used only

13 to purchase authorized uniform items. When a Supervisor needs to replace his/her all-weather parka
 14 or jacket due to normal wear and tear, METRO will issue a voucher for its replacement. In addition
 15 to the above allowances, a Supervisor may be reimbursed once each calendar year for one pair of

16 shoes costing up to an amount of six (6) times the top step of First-Line Supervisor wage. To receive
 17 reimbursement the shoes must meet the current standards of uniform footwear for Supervisors.
 18 1. A Supervisors' Uniform Committee shall be appointed to maintain or

19 modify all Supervisors' clothing and appearance standards.
 20 2. A SIT, upon date of hire, will receive a voucher for four (4) pair of uniform
 21 trousers, five (5) uniform shirts or blouses, one (1) sweater vest or thinsulate vest, and one (1) all-

22 season parka or jacket. After one (1) year as an SIT, the uniform allowance in the form of a voucher
 23 shall be available on the fourth Monday in January.
 24 3. All necessary foul weather gear will be provided by METRO.

SECTION 11 - GENERAL

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 26 A. All Supervisors working in the classifications of Transit Instructor,
 27 Communications Coordinator, Service Supervisor, Tunnel Controller, and Supervisor-in-Training
 28 will receive orientation or training on all coach or coach-related equipment within ninety (90) days of

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its use in service. Those Supervisors who are directly involved in the operation/service of the special equipment, such as Waterfront Streetcar, will receive orientation or training on such equipment.

B. All Supervisors will be trained in first aid and cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

C. METRO and the UNION will establish a Supervisors Advisory Committee for the purpose of exploring and responding to issues of mutual concern to METRO and the Supervisors.

D. METRO and the Supervisors will develop a complete written description of the duties and responsibilities of each shift, to be made available at each pick.

E. For all classifications as set forth in Section 1: METRO will determine the number of Supervisors allowed to have time off through layoff book procedures and will accommodate Supervisor requests consistent with daily staffing requirements. Layoff book procedures will be consistent in all classifications. Requests for AC days may not be entered into the layoff book more than one (1) calendar month in advance of the day(s) off desired

ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS

SECTION 1 - DEFINITION OF EMPLOYEES

- Senior Schedule Planner

- Transit Information Planner

- Operations Support System (OSS) Coordinator

- Scheduling Technical Information Processing Specialist III

- Transit Schedule Planner

SECTION 2 - GENERAL CONDITIONS

A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators will

be 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 work week, telecommuting and/or job share arrangements upon approval of his/her

supervisor.

B. When there is a regular vacancy in the Senior Schedule Planner classification, it

will be filled by a Supervisor. METRO will use a merit-based selection process to determine the

most qualified individual to fill the vacancy. If no Supervisor applies during a recruitment to fill a

regular vacancy, METRO may then recruit for and select from other qualified candidates.

C. At every regular Supervisor pick, one Senior Schedule Planner position will be

used for Supervisor training. METRO will solicit letters of interest from Supervisors to temporarily

fill this Senior Schedule Planner position. The Senior Planner position is intended to provide

Supervisors 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 Schedule Maker position, in

accordance with Supervisor pick guidelines. In order to provide for an orderly transition, there will be

a brief period of overlap between the Supervisor completing his/her training period and the next

Supervisor selected to begin his/her training, in order for the new trainee to become qualified.

D. When there is a vacancy in the OSS Coordinator classification it will be filled first

from qualified applicants represented by the UNION. If there are no qualified applicants, METRO

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1 may hire other qualified candidates.
2 E. When an OSS Coordinator is required to work on a holiday, he/she will have
3 another day off with pay on a day mutually agreed to by the Employee and his/her supervisor.

ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS

SECTION 1 - DEFINITION OF EMPLOYEES

A. Employees in the classification of Waterfront Streetcar Conductor (Conductors)

shall be covered by the provisions of this Article.

B. Full-Time Conductors will be guaranteed eight (8) hours pay per day for five (5)

consecutive days and shall have two (2) consecutive RDOs, except when a shake-up makes this

impossible.

C. On-Call Conductors shall receive their work assignments from METRO and may

work less than an eight (8) hour day and/or forty (40) hour workweek.

SECTION 2 - GENERAL CONDITIONS

A. Streetcar Conductors will report to the Streetcar barn. He/she will receive ten (10)

minutes report time. If a Conductor is required to report at an operating base he/she will receive ten

(10) minutes report time and appropriate travel time to his/her work location.

B. No Full-Time Conductor hired prior to November 1, 1998, will be required to work

split shifts. Split shifts for Conductors will be completed within a maximum spread of twelve and

one-half (12-1/2) hours, and will be paid at a rate equivalent to the overtime rate for spread time in

excess of ten and one-half (10-1/2) hours.

C. A Conductor shall receive three (3) hours minimum straight-time pay when

reporting for an assignment.

D. METRO will provide first aid and CPR training to all Conductors annually.

Training will be paid at the appropriate rate.

E. A Conductor shall receive one (1) hour of pay at his/her regular straight-time rate

for each day spent instructing a student.

F. Each Conductor will have at least eight (8) hours off between consecutive days'

assignments.

SECTION 3 - PICKS

A. METRO will determine the work, possible RDO combinations and the location

from which assignments will originate. Whenever a significant change in service occurs, METRO

1 shall conduct a pick for the purpose of allowing Full-Time Conductors to select from among available

2 assignments and RDOs. A significant change in service is defined as a change of thirty (30) minutes

3 or more in either the start or quit time of a picked assignment, and/or the addition or reduction of

4 picked assignments. In no event shall there be less than three (3) picks each year.

5 B. A list of the available regular assignments shall be posted at least five (5) calendar

6 days before they are put into effect. Each Conductor may report to the pick location at his/her

7 scheduled time to select, by seniority, from the available assignments. A Full-Time Conductor may

8 pick only full-time work. A UNION representative shall be present at the pick.

9 C. Each Full-Time Conductor shall select his/her shift and RDOs by full-time

10 seniority.

11 D. A Conductor who is unable to attend the pick may leave an absentee pick form

12 with the UNION, indicating his/her work preferences. Failure to do so will result in the UNION

13 representative picking an assignment for the Employee. The UNION representative shall select an

14 assignment, which is comparable to the assignment he/she is working presently. Selections made by

15 the UNION will not be subject to the grievance/arbitration procedure.

16 E. An Employee shall not be compensated for time spent in the pick, unless it is

17 during his/her regular work hours.

SECTION 4 - VACATION SELECTION

19 Conductors shall be covered by the vacation provisions of Article 9. Conductors shall take

20 vacation in minimum increments of one (1) day. Vacations will be selected by seniority.

SECTION 5 - OVERTIME AND ASSIGNMENTS

22 A. Any daily assignment in excess of eight (8) hours shall be paid at the overtime rate

23 of one and one-half (1-1/2) times the existing straight-time rate of pay. All time worked in excess of

24 forty (40) straight-time hours in a workweek shall be paid at the overtime rate.

25 B. Open straight-time work will be offered first to On-Call Conductors by rotation.

26 Remaining work will be offered at the overtime rate.

27 C. Work available at the overtime rate will be offered, by seniority, first to Full-Time

28 Conductors, and then to On-Call Conductors.

D. When a shift cannot be assigned at overtime due to an eight (8) hours off

restriction, METRO will attempt to split the assignment, offering each portion according to

Paragraphs B and C, as appropriate.

SECTION 6 - UNIFORMS

A. METRO shall provide the same uniform allowance to all Conductors that is

provided to Transit Operators as outlined in Article 15, Section 13.

B. New hire Conductors who successfully complete training shall be issued four (4)

shirts, three (3) pairs of pants/shorts, one (1) sweater, and one (1) parka.

C. After a Conductor is provided with his/her initial uniform and before he/she

becomes eligible for an annual allowance, METRO will replace uniform items which show damage

or ordinary wear.

D. Each Conductor shall be provided with a Conductor hat.

SECTION 7 - BENEFITS

A. On-Call Conductors shall receive all benefits and be subject to the provisions and

conditions outlined in this AGREEMENT which apply to Part-Time Transit Operators, except for the

provisions as outlined in this Section.

B. On-Call Conductors shall be paid at the overtime rate of one and one-half times (1

1/2) their regular rate of pay for each holiday worked.

C. To be eligible for full medical benefits in a benefit year, an On-Call Conductor

must have worked one thousand forty (1040) hours or more in the previous benefit year. For the

purposes of this Section only, a benefit year shall be defined as the period of time between October 1

of a year and September 30 of the following year, inclusive. If an On-Call Conductor qualifies for

benefits, she/he will sign up during open enrollment and benefits will start on the January 1 following

the end of the benefit year.

SECTION 8 - FULL-TIME CONDUCTOR VACANCIES

All future vacancies for full-time positions will be offered to qualified Employees who are

On-Call Conductors. Seniority shall determine the order of selection.

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ARTICLE 25: CUSTOMER SERVICE OFFICE EMPLOYEES

SECTION 1 - DEFINITION OF EMPLOYEES

CSO Employees shall mean all Employees in the following classifications:

- Customer Assistance Representative (CAR)
- On-Call Customer Assistance Representative (On-Call CAR)
- Senior Accounting Representative
- Senior Customer Assistance Representative (Senior CAR)

SECTION 2 - GENERAL CONDITIONS

A. An operations manual for each area of CSO 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 CSO Employees.

B. METRO and the UNION agree to establish a Joint Working Conditions committee

comprised of equal numbers of METRO management and UNION-appointed RIO/CSO

representatives. The purpose of this committee will be to improve working conditions and work

processes in RIO/CSO. 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 (5) consecutive days, except when an

Employee's pick makes this impossible. Each Employee shall be guaranteed eight (8) hours pay for

each regular workday. Each shift, except where modified by historical practice, will be completed

within a continuous eight and one-half (8-1/2) hour period and will include an unpaid one-half (1/2)

hour lunch break and two (2) paid fifteen (15) minute rest 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.

C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight

(8) hours off between shifts and at least sixty (60) hours off for RDOs.

SECTION 4 - PICKS

A. In January and in July each CAR will select his/her position. Positions at Lost and Found, the Sales Counter, Metro Customer Stop, 624-PASS, and the Customer Response Phones will be available for pick. At pick a volunteer list for qualified CARs will be posted for backfill purposes for short term vacancies.

B. During his/her probationary period, each CAR will receive six (6) consecutive

weeks training in each of the following areas: Lost and Found; Sales Counter or Metro Customer

Stop, 624-PASS, and the Customer Response Phones. A CAR will not participate in the pick until

his/her probationary period is completed and he/she is qualified in all four (4) work areas. A CAR

trainee who completes his/her probationary period and is qualified in all four (4) work areas will pick

a vacant position by seniority for the remainder of the current shake-up.

C. Copies of the proposed pick schedules and shifts will be posted for review twenty-

one (21) calendar days prior to the start of the pick. Changes in the posting may not be made less

than five (5) days prior to the pick. A UNION representative shall be present during the pick.

D. A CAR who is unable to attend the pick may leave an absentee pick form

indicating his/her work preferences with the UNION. Failure to do so will result in the UNION

representative picking an assignment for the Employee. The UNION representative will make an

effort to select an assignment comparable to the assignment last selected at pick. Selections made by

the UNION will not be subject to the grievance/arbitration procedure. Employees shall not be

compensated for time spent in the selection process, unless it is during their regular work hours.

SECTION 5 - FILLING VACANCIES

A. A short term vacancy is defined as a vacancy lasting for five (5) or fewer working

days; a temporary vacancy is defined as a vacancy lasting for more than five (5) working days. The

rotating inverse seniority list shall be posted and kept updated.

B. At pick CARs qualified in all CSO work areas will have the opportunity to be on a

volunteer list for backfill of short term vacancies. If there are no volunteers available, such work will

1 be assigned by inverse seniority on a rotating basis.

2 C. If a temporary vacancy is to be filled it shall be filled by detail assignment. CSO

3 Employees who are qualified and willing to do the work shall be given first consideration. Seniority,

4 workload and staffing needs shall be the determining factors in filling the position. If no CSO

5 Employee volunteers are available, the position will first be assigned to CSO Employees by inverse

6 seniority on a rotating basis, then to qualified volunteers from Rider Information. If no qualified

7 Employees are reasonably available, outside help will be used. The UNION will be advised when

8 outside help is called.

9 D. When METRO determines that a CSO Employee will be unavailable for work for

10 an entire shake-up, for any reason, that CSO Employee shall not pick a shift. This provision shall

11 include CSO Employees who are detailed or upgraded into job classifications other than their own.

12 E. When METRO determines that a vacancy exists in a CSO Employee position

13 which is to be filled by a move-up, CSO Employees interested in filling that vacancy will be allowed

14 to express interest in the position. METRO will then fill the vacancy with a qualified Employee, by

15 seniority.

16 **SECTION 6 - OVERTIME**

17 A. Overtime will be offered by seniority on a rotating basis for CSO Employees. At

18 pick, interested CSO Employees who want to work overtime may sign up. An overtime list will then

19 be established and posted.

20 B. All hours worked in excess of eight (8) hours in the scheduled workday or work on

21 a CSO Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the

22 existing straight-time rate of pay of the classification for actual overtime hours worked.

23 C. Overtime on day shift extending into swing shift shall be paid with no hourly shift

24 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift

25 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift

26 differential.

27 **SECTION 7 - SPECIAL ALLOWANCES**

28 A. Shift differentials shall be seventy-five cents (\$.75) per hour for swing shift and

1 one dollar (\$1.00) per hour for graveyard shift.

2 B. A CSO Employee who has gone home after his/her regular shift, and who is called

3 back to work and reports for work, will be guaranteed at least three (3) hours of pay at the overtime

4 rate. A CSO Employee called in before his/her scheduled report time and in conjunction with his/her

5 regular shift will be paid for actual hours worked.

6 C. CARs and On-Call CARs shall receive a straight-time premium for instructing

7 individuals as follows:

8 1. One (1) hour of pay at the CSO Employee's current rate for four (4) hours

9 or less of instruction in one (1) day.

10 2. Two (2) hours of pay at the CSO Employee's current rate for more than four

11 (4) hours of instruction in one (1) day.

12 SECTION 8 - SPECIAL BENEFITS

13 A. Each CSO Employee who is required to work in inclement weather will be

14 provided the necessary foul weather gear which includes, but is not limited to, a rainsuit, hat and

15 boots.

16 B. When a CSO Employee is informed during his/her regular shift that overtime in

17 excess of two (2) hours beyond the end of his/her regular shift will be required, METRO will provide

18 a thirty (30) minute unpaid meal period or a fifteen (15) minute paid break, upon request.

19 C. When a CSO Employee is called in for emergency work two (2) or more hours

20 prior to the start of his/her regular shift, METRO will provide a thirty (30) minute unpaid meal period

21 or a fifteen (15) minute paid break, upon request.

22 D. Each CSO Employee required to work in a transit center or at a permanent satellite

23 customer stop will be provided with a telephone.

24 E. METRO shall maintain a silent alarm system at all METRO-operated pass sales

25 counters.

26 SECTION 9 - VACATION SELECTION

27 A. CSO Employees will pick their vacations by seniority in rounds. During the first

28 round of the vacation pick, a CSO Employee may select either any number of consecutive weeks of

1 vacation or up to five (5) individual days of vacation, which need not be consecutive. Only one (1)

2 CSO Employee may be on vacation at a time, unless METRO approves additional vacations.

3 B. Other selections of individual vacation days shall not occur until all CSO

4 Employees have completed their selection of full weeks. A personal holiday may be selected as a

5 single day after all full weeks have been selected. A personal holiday may also be requested at a later

6 date, in the same manner as individual vacation days.

7 C. A CSO Employee may reserve any number of vacation days to use in one (1) day

8 or one (1) hour increments. Requests for use of such vacation need to be made at least one (1) week

9 in advance and will be honored whenever possible, based on operational needs.

10 D. AC days may be requested, within existing AC guidelines for the CSO, but such

11 days will not be included in the vacation pick.

12 E. Any picked vacation not used by a Senior CAR or CAR will be offered to other

13 CARs by seniority if METRO determines business reasons permit.

14 F. The vacation pick shall be completed by November 15th each year. The vacation

15 calendar shall remain posted and shall be kept current.

16 **SECTION 10 - ON-CALL CUSTOMER ASSISTANCE REPRESENTATIVES**

17 For the purposes of filling a temporary vacancy as described in Section 5.C., the On-Call

18 Customer Assistance Representative (On-Call CAR) classification will be available to work at all

19 CSO work areas. He/she will not participate in the CAR pick. The conditions of employment for this

20 classification will be as follows:

21 1. The On-Call CAR may be assigned to work less than an eight (8) hour day

22 and/or a forty (40) hour workweek.

23 2. The On-Call CAR will be eligible for holiday pay, as provided in Article 8,

24 for any of the listed holidays which are observed the month following any month in which the On-

25 Call CAR has worked eighty (80) hours or more. In addition, an On-Call CAR may be eligible for a

26 personal holiday as provided in Article 8, Section 5.

27 3. The On-Call CAR will not be eligible for holiday pay in any month in

28 which, during the preceding month, the On-Call CAR worked less than eighty (80) hours. However,

1 if the On-Call CAR is required to work a holiday, he/she will be paid at the overtime rate of pay.

2 4. The On-Call CAR will be eligible to accrue vacation like an Assigned Rider

3 Information Specialist, in accordance with Article 9. Upon qualification, the On-Call CAR will be

4 eligible to accrue sick leave in accordance with Article 11.

5 5. Not more than twenty percent (20%) of all CAR positions shall be On-Call

6 CARs.

7 6. No full-time CAR will be forced to accept on-call status.

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ARTICLE 26: TEMPORARY EMPLOYEES

SECTION 1 - DEFINITION

Temporary Employee shall mean a person who is employed for a period of time not to exceed six (6) months. However, Temporary Employees may be used for a maximum period of twelve (12) months on a special project, or for a longer period, if agreed to by the UNION, when the special project extends beyond twelve (12) months.

SECTION 2 - SELECTION AS A PERMANENT EMPLOYEE

A full-time Temporary Employee who is selected by METRO for a permanent position in the same classification shall serve a six (6) month probationary period; however, if the Employee has ninety (90) or more days of continuous temporary employment in the classification at the time of selection, the probationary period shall be reduced to three (3) 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 (8) hours in one (1) day, forty (40) straight-time hours in one (1) 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 is laid off by METRO and rehired as a permanent Employee within thirty (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 or Temporary Employee.

C. A Temporary Employee with less than ninety (90) days of service is not eligible for any Employee benefits.

D. A Temporary Employee who is employed for ninety (90) days or longer continuous service and who works full-time shall be eligible, beginning the first of the month following the ninety (90) day anniversary, for medical, dental, and optical benefits; sick leave, holidays, and vacation.

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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 Department of Transportation/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.

ARTICLE 28: TERM OF AGREEMENT

This AGREEMENT shall become effective November 1, 2004 and shall remain in full force and effect until October 31, 2007. Not later than August 1, 2007, 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 _____, 2004

By:

King County Executive

AMALGAMATED TRANSIT UNION

LOCAL 587

Lance F. Norton

President/Business Representative

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EXHIBIT A - JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

DRAFT - This document reflects a COLA of 3% above October 2004 rate. The actual

COLA will be determined by the release of the September 2004, all-cities CPI-W index by BLS, and

will be 3% at minimum.

TITLE

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7	Transit Operator
8	Full-Time Transit Operator Trainee (50% of Top Step
9	Transit Operator)
10	Vehicle Maintenance
11	Assistant Utility Service Worker (80% of USW)
12	Electronic Technician
13	Equipment Dispatcher
14	Equipment Painter
15	*Lead Electronic Technician
16	*Lead Equipment Painter
17	*Lead Equipment Service Worker
18	*Lead Maintenance Machinist
19	*Lead Mechanic
20	*Lead Sheet Metal Worker
21	*Lead Transit Parts Specialist Component Supply Center
22	*Lead Vehicle Upholsterer
23	Mechanic
24	Mechanic Apprentice (95% of Mechanic)
25	Metal Constructor
26	Millwright
27	Paint Preparation Technician (85% of Eqpt.Painter)
28	Purchasing Specialist
	Radiator Repair Worker

\$23.50
\$11.75
\$26.89
\$23.24
\$26.89
\$21.82
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\$23.44
\$26.89

TITLE

1	Senior Stores Clerk	\$21.52
2	Sheet Metal Worker	\$26.89
3	Stores Driver	\$20.55
4	Transit Parts Specialist	\$22.70
5	Utility Service Worker	\$17.61
6	Utility Service Worker (Driver - \$0.70 above USW)	\$18.31
7	Vehicle Damage Estimator (10% above Sheet Metal Worker)	\$29.58
8	VM Technical Information Process Specialist III	\$21.52
9	Vehicle Upholsterer	\$26.89
10	<i>* 10% above non-lead positions</i>	
11	Facilities Maintenance	
12	Building Operating Engineer	\$26.89
13	Carpenter	\$26.89
14	Equipment Operator	\$23.58
15	Facilities Intermediate Clerk	\$18.31
16	Facilities Maintenance Trainee	\$21.19
17	Facilities Maintenance Worker	\$17.07
18	Grounds Specialist	\$22.72
18	*Lead Building Operating Engineer	\$29.58
19	*Lead Carpenter	\$29.58
20	*Lead Ground Specialist	\$24.99
21	*Lead Maintenance Constructor	\$29.58
22	*Lead Maintenance Painter	\$29.58
23	*Lead Transit Custodian	\$21.12
24	Maintenance Constructor	\$26.89
24	Maintenance Painter	\$26.89
25	Maintenance Signage Specialist	\$21.52
26	Purchasing Specialist	\$23.44
27	Radio Equipment Specialist	\$27.81
28	Transit Custodian I	\$17.42

TITLE

1	Transit Custodian II	\$19.20
2	Utility Laborer	\$21.01
3	<i>*10% above non-lead position</i>	
4		
5	Revenue Coordinators	
6	Revenue Coordinator	\$24.13
7	Special Classifications	
8	Accounting Technician I	\$18.46
9	Accounting Technician II	\$20.96
10	Clerk I	\$15.08
11	Clerk II	\$16.40
12	Clerk Typist II	\$16.40
13	Duplicating Equipment Operator	\$21.93
14	Information Distributor	\$19.45
15	Intermediate Clerk (non VM or Operations)	\$18.31
16	Offset Press Operator	\$22.74
17	Operations Security Liaison	\$28.88
18	Senior Clerk	\$20.53
19	Supply Distributor	\$16.48
20	Transfer Room/Warehouse Worker	\$22.70
21	Rider Information Specialists	
22	Assigned Rider Information Specialist	\$19.57
23	Rider Information Specialist	\$19.57
24	Senior Rider Information Specialist	\$21.49
25	Supervisors	
26	Base Dispatcher/Planner	\$29.60
27	*Communications Coordinator	\$31.08
28	Schedule Maker	\$29.60
29	Service Supervisor	\$29.60
30	Supervisor-in-Training (90% of Supervisor)	\$26.64
31	Transit Instructor	\$29.60

TITLE

Tunnel Controller \$31.08

** 5% above Supervisor*

Schedule Section and OSS Coordinators

OSS Coordinator \$36.58

Scheduling Technical Information Processing Specialist III \$21.52

Senior Schedule Planner \$37.86

Transit Information Planner \$30.45

Transit Schedule Planner \$30.43

Conductors

Waterfront Streetcar Conductor \$18.95

Customer Service Office Employees

Customer Assistance Representative (CAR) \$19.57

On-Call Customer Assistance Representative \$19.57

Senior Accounting Representative \$21.63

Senior Customer Assistance Representative \$21.49

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EXHIBIT B - STATE AND CITY RETIREMENT PLANS

Questions regarding State or City retirement should be directed to METRO's Benefits and Records Office 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

801 Third Avenue, Suite 300

Seattle, WA 98104

(206) 386-1292

www.cityofseattle.net/retirement/

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