



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 3, 2008

Ordinance 16126

Proposed No. 2008-0301.1

Sponsors Gossett and Phillips

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

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement and eight memoranda of
10 agreement negotiated between King County and Amalgamated Transit Union, Local 587
11 representing employees in the departments of transportation and executive services and
12 attached hereto is hereby approved and adopted by this reference made a part hereof.

13 SECTION 2. Terms and conditions of said agreements shall be effective from

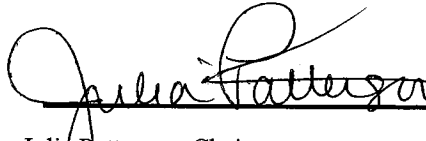
14 November 1, 2007, through and including October 31, 2010.

15

Ordinance 16126 was introduced on 5/27/2008 and passed by the Metropolitan King County Council on 6/2/2008, by the following vote:

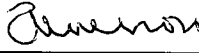
Yes: 8 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Phillips and Ms. Hague
No: 0
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



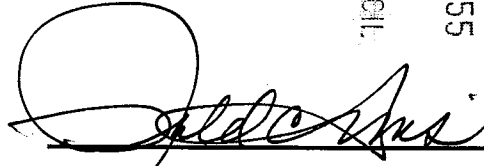
Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of June, 2008.



Ron Sims, County Executive

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CLERK
KING COUNTY COUNCIL

Attachments

- A. Agreement Between Amalgamated Transit Union, Local 587 and King County, B. Exhibit C - Facilities Worksite, C. Exhibit D Terms and Conditions of Employment for Rail Employees, D. Agreement Between Amalgamated Transit Union, Local 587 and King County Memorandum of Agreement Regarding Hiring of Rail Employees, E. Memorandum of Agreement By and Between King County Representing Employees in the Department of Transportation (Rail) and Amalgamated Transit Union, Local 587 (Union), F. Memorandum of Agreement By and Between The King County Department of Transportation (Metro) and the Amalgamated Transit Union, Local 587 (Union), G. Memorandum of Agreement By and Between King County Department of Transportation (Metro) and Amalgamated Transit Union, Local 587 (Union), H. Memorandum of Agreement By and Between King County Department of Transportation (Metro) and Amalgamated Transit Union, Locan (Union), I. Memorandum of Agreement By and Between the King County Department of Transportation (Metro) and the Amalgamated Transit Union, Local 587 (Union), J. Memorandum of Agreement By and Between Metro and the Union, K. King County Metro Apprentice Mechanic Program - 2 Year Track, L. Memorandum of Agreement By and Between Metro and the Union, M. Memorandum of Agreement By and Between Metro and the Union

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

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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.

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 Revised Code of Washington (RCW)
13 49.60.180.

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

17 The term "day", as used in this AGREEMENT, shall mean calendar day, unless otherwise
18 noted.

19 The term "domestic partner" shall mean a person living with an Employee if he/she and the
20 Employee:

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

1 common welfare.

2 8. The term "legally protected class," as used in this AGREEMENT, shall mean a
3 group of individuals who are protected from discrimination under federal, state or
4 local laws.

5
6 **CONVENTIONS**

7 The parties agree that the term "Employee" (upper case E), whenever used, whether singular
8 or plural, means and applies to those employees of METRO included within the Bargaining Unit, and
9 that this AGREEMENT covers only those Employees.

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

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

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

16 The abbreviation "RDO" stands for regular day off.
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1 **ARTICLE 1: UNION/MANAGEMENT RELATIONS**

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

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

8 B. METRO and the UNION agree that no Employee shall be discriminated against
9 because of UNION membership or non-membership.

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

12 ***SECTION 2 – UNION MEMBERSHIP***

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

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

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

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

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

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

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

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

8 ***SECTION 4 – UNION INSIGNIA***

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

12 ***SECTION 5 – MANAGEMENT RIGHTS***

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

18 ***SECTION 6 – UNION BULLETIN BOARDS***

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

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

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

4 1. Issues or problems of METRO policy which affect the Bargaining Unit and
5 which either party requests be placed on the agenda.

6 2. Issues or problems of contract administration, other than formal grievances
7 which are being processed, unless mutually agreed by both parties.

8 3. Reports from division level labor-management committees.

9 4. Other matters of mutual concern.

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

13 ***SECTION 8 – JOINT SAFETY COMMITTEE***

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

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

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

24 ***SECTION 10 – COMMITTEE SELECTIONS***

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

27 ***SECTION 11 – PRINTING OF THE AGREEMENT***

28 Upon completion of contract negotiations and agreement on and ratification of a new

1 AGREEMENT, METRO and the UNION will equally share the costs of printing copies of the new
2 AGREEMENT. The UNION will arrange for the printing and will bill METRO for half the cost.

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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.

1 **ARTICLE 3: GENERAL CONDITIONS**

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

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

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

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

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

13 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
14 box provided by METRO or to the Lost and Found Office. METRO shall make available an
15 informational memorandum that instructs Employees on the procedures that they may follow under
16 RCW 63.21 and other applicable laws to claim property that they find.

17 ***SECTION 3 – PAYROLL DEDUCTIONS***

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

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

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

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

1 required equipment at all permanent work sites.

2 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

11 ***SECTION 6 – DEFECTIVE EQUIPMENT***

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

14 If an Employee receives a fine for speeding and/or defective equipment as described above,
15 METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for litigating the fine. No
16 Employee is eligible for more than \$1,000 of reimbursement during the life of this AGREEMENT.
17 This shall not apply where an Employee was aware of or should have been aware of and failed to
18 report the defective equipment and/or missing 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 or for the
24 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
25 disciplined for work conduct observed on a security surveillance system, except for conduct
26 constituting a major infraction as listed in Article 4, Section 3.

27 ***SECTION 8 – SERVICE LETTER***

28 Upon request or termination of service with METRO, an Employee, promptly will be given a

1 letter showing his/her term of service and the position(s) in which he/she was employed.

2 **SECTION 9 – METHOD OF NOTIFICATION**

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

8 **SECTION 10 – SUBCONTRACTING**

9 A. METRO shall not contract out work historically performed by members of the
10 Bargaining Unit if the contracting of such work eliminates or reduces the normal workload of the
11 Bargaining Unit.

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

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

22 D. METRO may subcontract dial-a-ride service to a maximum of 3% of total service
23 hours.

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

27 **SECTION 11 – VENDING MACHINE PROCEEDS**

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

1 organization which will in turn contract with the UNION for payment of the historical and traditional
2 25% of the net proceeds it receives from these vending machines directly to the UNION. The
3 UNION will then forward those monies to the Local 587 Support Group or Retirees Chapter for
4 social, recreational and charitable purposes.

5 **B.** METRO will not terminate its contract with MERAA and/or its successors as long
6 as that organization agrees to provide the aforesaid 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-month
9 probationary period commencing with his/her date of employment and/or date of qualification, where
10 required. A Part-Time Transit Operator, an Assigned Customer Information Specialist and Assigned
11 Pass Sales Representative who has completed probation and who becomes either a Full-Time Transit
12 Operator, a Customer Information Specialist or a Customer Assistance Representative will not serve a
13 second probationary period. A Part-Time Transit Operator who has not completed probation and who
14 becomes a Full-Time Transit Operator will complete a Full-Time Transit Operator probation,
15 receiving one day of credit towards his/her Full-Time Transit Operator probation for every two days
16 of Part-Time Transit Operator service. Upon qualification, each Assigned Customer Information
17 Specialist and Assigned Pass Sales Representative shall have a probationary period of one calendar
18 year or 1,044 work hours, whichever comes first. Upon qualification, each Part-Time Transit
19 Operator shall have a probationary period of one calendar year, except as provided in Article 16,
20 Section 2, Paragraph F. Upon satisfactory completion of this evaluation period, the Employee will
21 enjoy all rights of regular Employee status.

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

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

28 ***SECTION 14 – VACATION AND ACCUMULATED COMPENSATION (AC)***

1 DONATION

2 A. Each calendar year, an Employee may donate up 50% of his/her available vacation
3 leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed by King
4 County. Donated vacation and AC become the property of the recipient. Donated vacation may not
5 be cashed out by the recipient upon retirement. Vacation and AC time may be donated only to an
6 individual employed by King County who has exhausted, or will have exhausted within five calendar
7 days following receipt of the donation request in the Payroll Section, his/her sick leave, vacation and
8 AC time.

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

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

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1 **ARTICLE 4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

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

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

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

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

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

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

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

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

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

6 A. Major infractions include:

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

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

1 listed above, shall be considered minor infractions.

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

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

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

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

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

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

21 ***SECTION 5 – REMOVING INFRACTIONS***

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

1 **SECTION 6 – MISSES**

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

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

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

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

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

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

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

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

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

26 2. The Employee will be offered a program of assistance from both METRO
27 and the UNION in developing a plan to improve attendance.

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

1 apply.

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

4 5. The Employee will be allowed no more than three misses in each of the two
5 following twelve-month periods (e.g., an Employee who was informed on 7/27/02 that s/he had a
6 seventh miss, with a two day suspension on 7/28-29/02, would be on probation with no more than
7 three misses allowed 7/30/02-7/29/03 and no more than three misses allowed 7/30/03-7/29/04). An
8 Employee who successfully completes the two twelve-month periods will no longer be on attendance
9 probation.

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

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

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

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

23 **SECTION 7 – MISSES – TRANSIT OPERATORS**

24 A. Misses for Transit Operators include:

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

1 2. Late Report – A Full-Time Operator reporting to work late from one minute
2 up to one hour after designated report time.

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

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

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

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

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

17 2. If the first Report Operator is assigned to work, the Base Dispatcher/Planner
18 will verbally notify the next Report Operator to be available to sign in for work.

19 3. Each Operator on late report will be assigned to the bottom of the report list
20 in order of arrival. One hour of pay will be guaranteed to Full-Time Operators who are assigned to
21 late report. If an assignment can be made, normal procedures shall prevail.

22 4. At the end of one hour, an Operator on late report will report to the Base
23 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on
24 report. If such Operator is continued on report, the one hour guaranteed pay will be included in the
25 two and one-half hour report guarantee.

26 5. If an Operator on late report fails to report to the Base Dispatcher/Planner
27 after one hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is
28 given after the hour, the Operator will be paid from the beginning of the late report up to the

1 beginning of the assignment. If an Operator on late report fails to report to the Base
2 Dispatcher/Planner after one hour and is notified of such by the Base Dispatcher/Planner when being
3 given the assignment, the Operator will be paid for one hour of late report and for the assignment, if it
4 is worked. If an Operator on late report fails to report to the Base Dispatcher/Planner after one hour
5 and is notified of such by the Base Dispatcher/Planner and is not used for an assignment, the Operator
6 will receive pay only for one hour of late report.

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

10 7. A Part-Time Operator who has an absence will lose his/her assignment and
11 pay for that day, except that a Part-Time Operator who has an absence on his/her first piece of work
12 may be assigned to work his/her second piece of work.

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

15 1. A Full-Time Operator may provide a written request to the immediate
16 supervisor the same day as his/her unexcused absence. If such request is granted, the Operator either
17 will be placed at the bottom of the report list for work later in the day at minimum pay of two and
18 one-half hours or will be told to return home.

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

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

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

28 2. An Employee, who has called in sick and has been given an unexcused

1 absence, may make a written request to his/her immediate supervisor, within five workdays of the
2 Employee's return to work, to change the unexcused absence to an absence or an excused absence.
3 The immediate supervisor shall determine whether the circumstances warrant a change from an
4 unexcused absence. However, the unexcused absence will be excused in all cases where the
5 Employee received medical treatment and was unable to report the absence as required.

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

10 **SECTION 8 – MISSES – EMPLOYEES OTHER THAN TRANSIT OPERATORS,**
11 **VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES**

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

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

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

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

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

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

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

27 1. An Employee, who calls his/her immediate supervisor and requests to be
28 put on the sick list less than 30 minutes before his/her report time, will be put on the sick list and will

1 be given an unexcused absence.

2 2. An Employee who has called in sick and has been given an unexcused
3 absence, may make a written request to his/her immediate supervisor, within five workdays of the
4 Employee's return to work, to change the unexcused absence to an absence or an excused absence.
5 The immediate supervisor shall determine whether the circumstances warrant a change from an
6 unexcused absence. However, the unexcused absence will be excused in all cases where the
7 Employee received medical treatment and was unable to report the absence as required.

8 ***SECTION 9 – PROBATIONARY EMPLOYEES***

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

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

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

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

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

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

1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 ***SECTION 1 – GRIEVANCE PROCEDURE***

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

8 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
9 specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following
10 business day. Time limits defined in this Section may be extended by a written agreement between
11 the parties. However, should either party breach the time limitation, that party shall forfeit all rights
12 and claims to the grievance; and the grievance shall be considered resolved in the other party’s favor;
13 it being understood that such forfeiture does not decide the merits or establish a precedent.

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

20 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
21 Employee shall present the written grievance to his/her supervisor/designee. Thereafter, the
22 supervisor/designee shall meet with the Employee and, unless UNION representation is waived in
23 writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the
24 grievance, to discuss the grievance. The meeting may be held at a later date by mutual agreement of
25 the parties. METRO shall, within 10 days after the meeting, notify the UNION of its decision by fax
26 and/or written copy. If the UNION Business Representative/designee determines that the grievance
27 has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in
28 writing.

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

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

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

22 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
23 Employee shall present the written grievance to his/her supervisor/designee. Prior to a Step 1
24 hearing, the discharged Employee may choose to appeal his/her discharge to the King County
25 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION
26 procedure. If the Employee chooses to be represented by the UNION, he/she waives any right to
27 appeal to the King County Personnel Board. The supervisor/designee shall meet with the Employee
28 and, unless UNION representation is waived in writing by the Employee, the UNION Business

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

6 **Step 2:** 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 within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed to by the
12 parties. A written decision shall be sent to the UNION within 10 days after the meeting. If no
13 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to
14 arbitration by notifying Transit Human Resources [Manager of King County Labor
15 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax
16 within 60 days after the UNION receives the Step 2 decision.

17 E. Time spent by Employees adjusting grievances and/or pursuing arbitration is not
18 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
19 the Employee's normal working hours, the Employee will not suffer a loss in compensation.
20 Grievances shall be heard during management's normal working hours unless stipulated otherwise by
21 both parties.

22 **SECTION 2 – ARBITRATION PROCEDURE**

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

28 1. METRO and the UNION shall mutually agree upon a list of eight impartial

1 arbitrators as soon as possible after the execution of this AGREEMENT.

2 2. The names on such list of arbitrators shall rotate and the next three
3 arbitrators starting from the top of the list shall be polled by the UNION to determine their two next
4 available dates to hear a grievance, unless METRO and the UNION agree to select another arbitrator
5 on the list. The arbitrator with the earliest dates acceptable to the parties shall be selected for the
6 arbitration. The UNION will contact the arbitrator to confirm his/her availability and will schedule
7 the arbitration. The selected arbitrator will then be placed at the bottom of the list.

8 3. The selected impartial arbitrator may hear more than one case, if mutually
9 agreed by both parties, provided said arbitrator hears and decides each case independently before
10 proceeding to the next case.

11 4. If METRO and the UNION determine that an arbitrator is unacceptable and
12 should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be
13 scheduled for more arbitrations.

14 5. When the rotating list of arbitrators is reduced below eight names, the
15 parties must mutually select, within 10 calendar days after receipt of the Federal Mediation and
16 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before
17 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed
18 at the bottom of the list.

19 B. The submission of a grievance to the Arbitration Board shall be based on the
20 original written grievance.

21 C. No more than one grievance shall be submitted before the same arbitrator at one
22 hearing, unless agreed upon in writing by both parties prior to the scheduling of the arbitration.

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

26 E. The power and authority of the Arbitration Board shall be to hear and decide each
27 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
28 this AGREEMENT.

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

6 2. The decision of the Arbitration Board shall be based solely on the evidence
7 and arguments presented by the parties in the presence of each other.

8 F. The parties agree that the power and jurisdiction of any arbitrator who is chosen
9 shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

10 G. If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
11 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be
12 responsible for the cost of its own attorney fees. If both parties agree to cancel an arbitration, prior to
13 the decision of the arbitrator, the cancellation fee shall be split by both parties.

14 H. METRO and the UNION agree to attend a pre-arbitration conference not later than
15 14 days before each scheduled arbitration. The purpose of such conference shall be to discuss and
16 narrow issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

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

19 **SECTION 3 – MEDICAL ARBITRATION**

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

23 The Medical Arbitration Board (MAB) will determine whether the Employee can perform his/her
24 duties, as delineated in the job description/job analysis and other relevant evidence, with or without
25 reasonable accommodation. The arbitrator shall hear all relevant evidence, which may include the
26 testimony of medical professionals. The decision of the MAB shall be final and binding on the
27 parties. Should the MAB rule in favor of the Employee, the Employee shall be returned to work
28 without loss of seniority. The MAB shall determine the date upon which the Employee, in the

1 MAB's opinion, was able to perform the duties of his/her position. The Employee shall receive all
2 back pay and benefits from that date. Should the MAB rule in favor of METRO, the Employee
3 (excluding entry-level probationary Employees) will be given priority consideration for obtaining
4 another King County job for which the Employee meets minimum requirements and in which he/she
5 can be placed in accordance with King County's Reassignment Program. The power and the
6 authority of the MAB shall be limited strictly to determining whether the Employee can perform
7 his/her duties, with or without reasonable accommodation. The MAB shall not have the authority to
8 add to, subtract from or modify METRO's job descriptions/job analysis or to determine whether an
9 accommodation is reasonable or should be granted. Employees and METRO must reasonably
10 cooperate in any interactive process.

11 ***SECTION 4 – EXPEDITED ARBITRATION***

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

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

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

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

1 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
2 the AGREEMENT;

3 2. The arbitrator shall not have the authority to add to, subtract from or modify
4 this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The
5 arbitrator's decision, including upholding, modifying or setting aside any disciplinary action and/or
6 the award of lost wages and benefits, shall be in accordance with federal and state laws, and shall be
7 final and binding on all parties.

8 3. The decision of the arbitrator shall be based solely on the evidence and
9 arguments presented by the parties at the hearing.

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

12 5. The parties agree that the power and jurisdiction of the arbitrator shall be
13 limited to deciding whether there has been a violation of a provision of this AGREEMENT.

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

15 C. If the parties are unable to agree within 14 calendar days of notification on an
16 expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

1 **ARTICLE 6: SENIORITY**

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

3 Seniority will be calculated in the following manner:

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

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

11 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs and
12 assignments will be determined by seniority earned in a specific job classification. METRO date of
13 hire/qualification will be used to determine the amount of vacation and benefits earned; however, for
14 a Part-Time Operator who is reclassified as a Full-Time Operator, the date of reclassification shall be
15 determinant, except as noted in Article 9, Section 1. For the purposes of this Paragraph, Supervisors,
16 as listed in Article 22, Section 1, shall be considered one classification.

17 D. A Part-Time Operator who moves to full-time status shall accrue full-time
18 seniority from the date of qualification as a Full-Time Operator. A Full-Time Operator who moves to
19 part-time status shall forfeit seniority as a Full-Time Operator, and shall be accorded seniority based
20 on calendar days spent as a Part-Time Operator immediately prior to reclassification as a Full-Time
21 Operator, if any, except as otherwise provided herein.

22 E. An Employee who retires and then rehires as a Part-Time Operator will be placed
23 at the bottom of the Part-Time Operator seniority list.

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

25 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
26 or transferred to a position in METRO outside of the Bargaining Unit shall retain his/her Bargaining
27 Unit seniority for one year from the date of promotion or transfer; however, such employee shall
28 retain his/her Bargaining Unit seniority for purpose of layoff.

1 **B.** Any King County employee not represented by the UNION who previously has
2 attained permanent status in a Bargaining Unit job classification, and who voluntarily demotes or is
3 involuntarily demoted back to such classification after one year will not be eligible for reinstatement
4 of seniority in such classification. In no case shall such a demotion displace any Bargaining Unit
5 Employee.

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

13 ***SECTION 3 – DETAILS/SPECIAL PROJECTS***

14 **A.** METRO and the UNION recognize the value provided to Employees by having
15 detail opportunities available. METRO and the UNION also agree that detail opportunities should
16 balance the desire of many Employees to prepare for promotional opportunities with the need to have
17 an Employee accumulate experience in a detail position in order to be effective in that position.

18 **B.** An Employee who is detailed to a capital improvement project shall return to
19 his/her regular position on a date mutually agreed by the UNION and METRO at the beginning of the
20 project. An Employee who is detailed to a position outside the Bargaining Unit for work other than
21 an agreed project will not exceed one year in the detail position.

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

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

27 ***SECTION 4 – SENIORITY LISTS***

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

1 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or
2 grievances pertaining to seniority shall be settled by the UNION.

3 **B.** The UNION agrees to provide METRO with certified seniority lists by job
4 classification showing name(s) and seniority for picks, move-ups, promotions and layoffs; provided
5 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date
6 list of all new hires, showing their application times and dates and job classifications. The UNION
7 will provide, as a courtesy to METRO, an explanation of any changes appearing on these 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 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 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 15 days after such reinstatement offer has been mailed by METRO and report for work at the time and place stipulated in the notice.

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.

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1 **ARTICLE 8: HOLIDAY**

2 ***SECTION 1 – VEHICLE MAINTENANCE, FACILITIES MAINTENANCE,***
 3 ***CUSTOMER INFORMATION AND SPECIAL CLASSIFICATION EMPLOYEES***

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

10 ***SECTION 2 – FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS***
 11 ***AND SUPERVISORS***

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

18 ***SECTION 3 – PART-TIME TRANSIT OPERATORS***

19 Each eligible Part-Time Transit Operator shall be granted the following holidays off with pay
 20 equal to his/her current picked assignment:

21 New Year's Day	Memorial Day
22 Independence Day	Labor Day
23 Thanksgiving Day	Christmas Day

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 25 A Part-Time Transit Operator who works on a paid holiday shall receive holiday pay and pay
 26 for actual hours worked.

27 ***SECTION 4 – DAYS OF OBSERVANCE***

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

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

4	New Year's Day	Labor Day
5	Martin Luther King Junior Day	Veterans Day
6	Lincoln's Birthday	Thanksgiving Day
7	Presidents' Day	Day after Thanksgiving
8	Memorial Day	Christmas Day
9	Independence Day	

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 11 **SECTION 5 – PERSONAL HOLIDAY**

12 A. Each regular full-time and part-time Employee may choose one personal holiday
 13 per payroll year. An Assigned Customer Information Specialist, who works at least 130 hours in any
 14 three separate months in a calendar year, will be entitled to choose a personal holiday in the following
 15 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 hours of vacation or ten
 20 hours of vacation if he/she is working a regularly picked four forty (4/40) assignment. When a Part-
 21 Time Operator has not used his/her personal holiday during a payroll year, the holiday will be cashed
 22 out.

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

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

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

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

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

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

7 **SECTION 6 – SHIFT DIFFERENTIAL**

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

9 **SECTION 7 – ELIGIBILITY**

10 A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee
11 must:

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

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

16 B. To be eligible for the holiday pay provided for in Section 3, the Employee must:
17 1. be on the payroll or excused via the procedure of Article 16, Section 3,
18 Paragraph B, the scheduled workdays immediately before and after the holiday; and

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

1 **ARTICLE 9: VACATION**

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

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

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

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

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

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

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

1 G. Vacation Accrual Table

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Completed Years of Active Service	Vacation Hours Accrued Per Paid Straight-Time Hour	Maximum Hours Per Biweekly Pay Period Based on 80 Hours	Maximum Hours Accrued Per Year to Be Used in the Following Year	Maximum Days Accrued Per Year To Be Used in the Following Year
0-4	.0385	3.080	80	10
5-9	.0577	4.616	120	15
10-15	.0770	6.160	160	20
16	.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

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

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

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

23 K. A Part-Time Transit Operator, who becomes a Full-Time Transit Operator, may
24 retain his/her vacation accrual. A Full-Time Transit Operator who becomes a Part-Time Transit
25 Operator shall cash out any accrued hours remaining in his/her vacation balance.

26 **SECTION 2 – SCHEDULING VACATIONS**

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

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 full accrual year, an Employee may carry over vacation based on the
 14 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

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

26 **B.** The number of vacation days carried over shall not exceed the number of annual
 27 vacation days for which the Employee is currently eligible. No Part-Time Transit Operator shall carry
 28 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 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 or more days and must be approved at least 30 days in
5 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 A full-time Employee who has accrued more than 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 80 hours of vacation.
12 Once a year, during the first vacation pick of the year for an Employee's work unit, an Employee may
13 elect to cash out a minimum of eight hours up to a maximum of 60 hours. Employees may elect to
14 receive the cash out payment following the first vacation pick of the year and/or following November
15 1, provided each payment is of at least eight hours.

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

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

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

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

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

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

28 ***SECTION 8 – VACATION – UNION BUSINESS LEAVE***

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

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1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***SECTION 1 – GENERAL***

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

12 ***SECTION 2 – BEREAVEMENT LEAVE***

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

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

26 ***SECTION 3 – UNION BUSINESS***

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

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

8 **B.** The 30-day limitation for determining payment and accrual of benefits shall not
9 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 International UNION Officer and/or
14 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

15 **D.** If an Employee is granted a leave of absence, he/she will continue to accrue all
16 types of seniority, including vacation seniority, during the effective period.

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

21 **F.** During days of general UNION election, additional members not to exceed 45,
22 shall be granted leave to act as tellers.

23 **SECTION 4 – JURY DUTY**

24 **A.** Upon receiving notification to report to serve on jury duty, jury panel or jury test,
25 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
26 duty and submits proof of report for same, he/she shall receive time off with pay at his/her regular
27 rate of pay for his/her regular assignment, not to exceed eight hours per day for each day served.
28 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for

1 travel expenses may be retained by the Employee.

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

12 **C.** Except as provided above, no Full-Time Transit Operator shall be required to
13 report back to work. Such Operator may accept work if work is available.

14 **D.** When a Part-Time Transit Operator is released from jury duty, he/she will notify
15 his/her immediate supervisor and may be placed on his/her regular assignment that day or any
16 following day.

17 ***SECTION 5 – MILITARY LEAVE***

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

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

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

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

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

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

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

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

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

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

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

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

1 An Employee may take up to a combined total of 18 weeks of unpaid leave for his/her own
2 serious health condition (as defined by the King County Personnel Guidelines), or for family reasons
3 as provided for in Section 9 Paragraph A of this Article, within a twelve-month period. To be eligible
4 for leave under this Section, an Employee must have been employed by King County for twelve
5 months or more and have worked a minimum of 1,040 hours in the preceding twelve months.
6 However, Part-Time Transit Operators and part-time Assigned and On-Call Employees shall be
7 eligible for leave under this Section if they have been employed by King County for twelve months or
8 more and have worked a minimum of 510 hours in the preceding twelve months. The leave may be
9 continuous (consecutive days or weeks), or intermittent (taken in whole or partial days as needed).
10 Intermittent leave is subject to the following conditions:

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

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

20 ***SECTION 9 – LEAVE USAGE***

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

24 1. The Employee has been employed by King County for twelve months or
25 more and has worked a minimum of 1,040 hours in the preceding twelve months. However, Part-
26 Time Transit Operators and part-time Assigned and On-Call Employees shall be eligible to use sick
27 leave under this Section if they have been employed by King County for twelve months or more and
28 have worked a minimum of 510 hours in the preceding twelve 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 months of the birth,
7 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 80 hours of accrued sick leave which does not have to be used during the
17 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 state or federal law.

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

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

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

27 ***SECTION 11 – WITNESS LEAVE***

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

1 trial shall receive regular compensation.

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

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

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1 **ARTICLE 11: SICK LEAVE**

2 ***SECTION 1 – PROCEDURES***

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

- 5 1. The Employee's bona fide illness or non-occupational injury.
- 6 2. Supplemental payment for an occupational injury when payments, as
7 specified in Article 12, Section 9, are exhausted.
- 8 3. A part-time Employee's occupational injury for up to three calendar days
9 immediately following the injury.
- 10 4. To care for the Employee's child if the following conditions are met:
 - 11 a. The child is under the age of 18.
 - 12 b. The Employee or the Employee's spouse/domestic partner is the
13 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
14 place of the parent to the child.
 - 15 c. The Employee's child has a health condition requiring the
16 Employee's personal supervision during the hours of his/her absence from work.
 - 17 d. The Employee actually attends to the child's care during the absence
18 from work.
- 19 5. The care of an Employee's adult family member whose health condition
20 requires the Employee's personal supervision during his/her absence from work.
- 21 6. The Employee's personal appointment with a licensed health care provider.

22 B. Absences for sick leave must be reported at least 30 minutes before the Employee
23 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
24 report will be considered unexcused and will not be changed to an excused absence unless such
25 Employee can submit verification from a licensed practitioner that he/she or his/her child received
26 medical treatment and the Employee was unable to report the absence as required. Payment will be
27 made only when the Employee, child, or qualifying family member is sick.

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

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

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

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

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

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

27 H. When a medical verification is required, it shall be on a medical report acceptable
28 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her

1 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
2 family member.

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

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

14 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
15 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
16 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
17 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
18 under the 250-hour threshold as the result of an illness/injury.

19 L. A new twelve-month rolling period for Vehicle Maintenance and Facilities
20 Maintenance Employees will begin July 1, 2007, with respect to Article 17, Section 11, Paragraph D.
21 and Article 18, Section 12, Paragraph D.

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

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

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

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

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

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

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

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

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

21 G. A part-time Employee who is sick on a paid holiday as specified in Article 8,
22 Section 3, shall receive holiday pay in lieu of sick leave.

23 ***SECTION 4 – USE OF AC TIME***

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

27 ***SECTION 5 – RESERVE SICK LEAVE***

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

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

6 ***SECTION 6 – SICK LEAVE DONATIONS***

7 A. Each calendar year, an Employee who has more than 100 hours of sick leave may
8 donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.
9 Donated sick leave becomes the property of the recipient. Donated sick leave may not be cashed out
10 by the recipient upon retirement. Sick leave may be donated only to individuals employed by King
11 County who have exhausted sick leave, vacation leave and AC time.

12 B. A UNION Employee who donates leave to another UNION Employee does so on
13 an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave,
14 regardless of the pay rates of the donor or the recipient.

15 C. If a UNION employee donates leave to a King County employee who is not
16 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
17 to the recipient of the leave. If a King County employee who is not represented by the UNION
18 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
19 administered by the terms of this Section.

1 **ARTICLE 12: BENEFITS**

2 ***SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY***

3 ***BENEFITS***

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

11 B. All full-time Employees, part-time assigned and on-call Employees who are
12 regularly scheduled to work half time or more, and their dependents will be covered by the medical,
13 dental, vision, life, and long term disability plans developed by the Labor-Management Insurance
14 Committee. METRO agrees to maintain the level of benefits as provided by these plans and pay
15 premiums as described in these programs through 2009. Benefits for 2010 will be the same unless
16 modified by the Labor-Management Insurance Committee, in which case the UNION may negotiate
17 alternative benefits.

18 C. The UNION and METRO agree to incorporate changes to Employee insurance
19 benefits which King County may implement as a result of the agreement of the Labor-Management
20 Insurance Committee referenced in Paragraph A, but otherwise METRO will not make unilateral
21 changes to existing benefits.

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

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

1 F. For the purposes of this AGREEMENT, "half-time" shall mean 20 paid hours per
2 week. Eligibility requirements for part-time and on-call Employees will be defined by policy
3 mutually developed and agreed to by METRO and the UNION.

4 ***SECTION 2 – MEDICAL BENEFITS – PART-TIME, ASSIGNED, AND ON-CALL***
5 ***EMPLOYEES (LESS THAN HALF-TIME)***

6 A. The medical, dental and vision insurance benefits developed by the Labor-
7 Management Insurance Committee will be available to part-time, assigned and on-call Employees,
8 who are regularly scheduled to work less than half-time. Insurance benefits will be available to the
9 Employee on the first day of the month following his or her hire date or the day after the Employee's
10 qualification date, whichever is the later date. If the later date is the first calendar day of the month,
11 insurance benefits will be available to the Employee on that date. The medical plan includes the
12 pharmacy plan, and neither can be purchased separately. METRO will contribute an amount equal to
13 80% of the IPA HMO premium for Employee-only coverage; the Employee will pay the remaining
14 portion of the premium through payroll deduction.

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

17 C. METRO and the UNION agree to establish a medical program within the
18 Washington State Basic Health Plan as soon as such is available. METRO will contribute up to the
19 maximum dollar amount allowed in Paragraph A.

20 ***SECTION 3 – MEDICAL BENEFITS – RETIREES***

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

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

27 On the first of the month following qualification or hire date, whichever is later, each part-
28 time Employee, who is regularly scheduled to work less than half time, may elect to take dental

1 and/or vision coverage only in conjunction with one of the medical coverage options. METRO will
 2 pay 50% of the premium for Employee only coverage; the balance will be paid by payroll deduction.
 3 Dependent coverage, paid by the Employee, shall be available through payroll deduction on the
 4 eligibility date or during any annual open enrollment period thereafter.

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

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

9 **SECTION 6 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

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

13 **SECTION 7 – PERSONAL PROPERTY LOSS BENEFIT**

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

16 1. The armed robbery, theft or assault occurs while the Employee is at work;

17 and,

18 2. The property was in the personal possession of the Employee at the time of
 19 the theft or robbery or, in the case of Transit Operators, the property was on the coach and was not
 20 left unattended, except when the Operator was required to leave the driver’s compartment to attend to
 21 official METRO duties; and,

22 3. The Employee makes a robbery, theft or assault report to the Police
 23 Department; and,

24 4. The Employee files a claim with METRO and provides receipted bills to
 25 substantiate that replacements have been purchased or repairs made.

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

Item	Maximum Value
Watch	\$55.00
Uniform clothing	replacement

1	Wallet	\$25.00
	Bag	\$55.00
2	Purse	\$35.00
	Driver's License	replacement
3	Employee Transit Pass	replacement

4 **SECTION 8 – TRANSIT PASS**

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

6 **SECTION 9 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE**

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

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

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

17 The percentage shall be as follows:

18 a. For the first 60 workdays missed – 100%.

19 b. For the next 60 workdays missed – 90%.

20 c. For the next 140 workdays missed – 80%.

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

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

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

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

- 2 1. Notify METRO's Workers' Compensation Office if unavailable for more
3 than 24 hours during a Monday through Friday period.
- 4 2. Notify METRO's Workers' Compensation Office of other employment or
5 compensation received while being paid workers' compensation.
- 6 3. Be available for medical treatment and/or vocational rehabilitation,
7 consultation, or services.
- 8 4. Accept alternative work assignments which are offered by METRO and
9 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
10 Employee's physician if identified restrictions require clarification.
- 11 5. Maintain eligibility for workers' compensation under state regulations.
- 12 6. When notified at least 48 hours in advance, attend all meetings and
13 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
14 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
15 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
16 prior to such meeting or examination.
- 17 7. If records indicate two "no shows" for scheduled medical or vocational
18 services, supplemental payments may be terminated, provided such Employee and the UNION are
19 notified seven days in advance.

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

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

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

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

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

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

13 ***SECTION 10 – LEGAL DEFENSE***

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

19 ***SECTION 11 – COMMERCIAL DRIVERS LICENSE***

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

23 ***SECTION 12 – GENERAL CONDITIONS***

24 A. Premiums paid by an Employee shall be deducted in equal installments from the
25 first and second paycheck of every month.

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

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

1 insurance, long term disability insurance, or vision care for any Employee who is on leave of absence
2 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
3 medical leave laws or Article 10, Section 3, Paragraph B.

4 ***SECTION 13 – ACCUMULATED COMPENSATORY TIME***

5 A. AC time is defined to mean all time earned by an Employee, which may be paid by
6 compensatory time off instead of by cash.

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

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

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

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

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

21 ***SECTION 14 – RETIREMENT ACKNOWLEDGEMENT***

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

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

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

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

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

9 ***SECTION 2 – REGULAR DAYS OFF***

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

11 ***SECTION 3 – HOLIDAYS***

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

19 ***SECTION 4 – PERSONAL HOLIDAY***

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

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

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

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

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

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

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

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

8 ***SECTION 8 – SICK LEAVE***

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

11 ***SECTION 9 – DISABILITY***

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

15 ***SECTION 10 – OVERTIME***

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

19 ***SECTION 11 – SHIFT CHANGE NOTIFICATION***

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

1 **ARTICLE 14: RATES OF PAY**

2 ***SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS***

3 A. Effective on the start of the pay period that includes November 1, 2007, the top
4 hourly wage rate for each job classification will be as shown in Exhibit A.

5 B. Wage progressions are as follows:

6 1. Except for Revenue Coordinators, Leads, Trainees, Equipment Dispatchers,
7 Part-Time Transit Operators, Supervisors and Supervisors-in-Training, each job classification will
8 have five step increments as follows: first step will be 70% of the top rate of the classification; upon
9 completion of twelve months, the second step will be 80%; upon completion of the next twelve
10 months, the third step will be 90%; upon completion of the next six months, the fourth step will be
11 95%; and upon completion of the next six months, the fifth step will be 100%. A new hire in the
12 position of Mechanic, Maintenance Painter, Maintenance Machinist, Metal Constructor, Millwright,
13 Maintenance Constructor, Sheet Metal Worker, Electronic Technician, Equipment Painter, Carpenter,
14 Vehicle Upholsterer, Building Operating Engineer, or Radio Equipment Specialist may start at the
15 90% rate if METRO determines that he/she is a fully qualified individual. METRO will be solely
16 responsible for determining whether a new hire is a fully qualified individual in the classifications
17 noted above. If METRO so determines, the Employee may be hired at the 90% rate.

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

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

27 4. Part-Time Transit Operators and On-Call Conductors will have five step
28 increments as follows: first step will be 70% of the top rate of the classification; upon completion of

1 24 months, the second step will be 80%; upon completion of the next 24 months, the third step will
 2 be 90%; upon completion of the next twelve months, the fourth step will be 95%; and upon
 3 completion of the next twelve months, the fifth step will be 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 day break in service. Such credit shall be calculated
 8 by giving one-half credit for the period of time worked in that step, rounding upward to the nearest
 9 one-half 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 2.5%. Thereafter, a promoted Employee shall progress to any
 13 subsequent wage steps based on completion of the required service periods. Service in the new
 14 classification on a temporary upgrade status prior to promotion shall not be counted toward
 15 progression on the schedule.

16 **SECTION 2 – COST OF LIVING**

17 A. There will be two full percentage cost-of-living adjustments payable on the start of
 18 the pay period that includes November 1, 2008, and November 1, 2009.

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:

$$\frac{\text{(index published for the ending month of period)} - \text{(index published for the base month of period)}}{\text{index published for the base month of period}} = \%$$

23
 24
 25
 26
 27 C. The adjustments paid on November 1 shall be for the twelve-month period
 28 reported in October. The base month for the adjustments paid on November 1 shall be September of

1 the previous year.

2 D. The cost-of-living adjustment for the top step of each job classification shall be
3 90% of the number determined by the formula in Paragraph B times the base wage for such
4 classification and shall be at least 2% and not more than 6%. Such adjustment shall never result in a
5 wage reduction. The base wage for each classification shall increase by at least 3% on the start of the
6 first pay periods that include November 1, 2008, and November 1, 2009. The base wage for each
7 classification for the cost of living adjustments, shall be the top step wage in effect October 1, each
8 year, for that classification. Other steps in the wage progression for each classification will be
9 recalculated according to Section 1, based on the adjusted top step.

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

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

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

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

23 **SECTION 4 – FLSA REQUIREMENTS**

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

26 B. A Rover, extra person, or a Relief Supervisor who has his/her RDOs changed,
27 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40.

28 METRO will attempt, whenever possible, to provide such Employee with two days off during each

1 scheduled workweek.

2 ***SECTION 5 – DEMOTION***

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

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1 **ARTICLE 15: FULL-TIME TRANSIT OPERATORS**

2 ***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-hour minimum guarantee of straight-time pay per day, not to
5 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to
6 exceed four days per week, provided he/she has accepted all work assigned as specified in the
7 remainder of this Article. For each regularly scheduled workday or portion thereof on which a Full-
8 Time Operator does not perform his/her assignment, he/she shall lose his/her guarantee for that day
9 and he/she shall be paid only for actual time worked, unless otherwise provided in this
10 AGREEMENT. A regularly scheduled workday shall be defined as a day on which an Employee is
11 normally required to work.

12 B. There will be four kinds of Full-Time Transit Operators: Regular Operators,
13 Report Operators, Extra Board Operators and System Board Operators. A Regular Operator shall
14 mean a Full-Time Transit Operator who picks runs as a work assignment for his/her eight or ten-hour
15 guarantee. A Report Operator shall mean a Full-Time Transit Operator who picks report assignments
16 for his/her eight hour guarantee. An Extra Board Operator shall mean a Full-Time Transit Operator
17 who picks the Extra Board or Report and works all assignments placed on the Extra Board for his/her
18 eight-hour guarantee. A System Board Operator shall mean a Full-Time Transit Operator who picks
19 the System Board and works all assignments placed on the System Board for his/her eight-hour
20 guarantee.

21 C. A Full-Time Operator who desires to work on a less than full-time basis while
22 attending school or for compassionate reasons may, with METRO's approval, be transferred to Group
23 D status, provided he/she has completed one continuous year of service as a Full-Time Operator
24 immediately preceding transfer to this group. Group D Operators will be subject to the following:

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

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

1 Part-Time Operators.

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

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

7 5. A Group D Operator who works a weekday tripper:

8 a. Will have the same guarantees as a Part-Time Operator for each
9 tripper assignment worked.

10 b. Will work on holidays when his/her picked assignment is scheduled
11 to be in service. On Sunday-schedule holidays, he/she will be limited to working his/her picked
12 assignment only.

13 6. Group D Operators will pick their vacations as Full-Time Operators with
14 the amount of vacation taken in accordance with Article 9.

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

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

19 b. Will have an eight-hour guarantee on Saturday, if picked, and will
20 be guaranteed the part-time minimum tripper guarantee for each weekday peak-time period picked.

21 c. Must declare his/her intention to pick a Group D Extra Board
22 position 14 days prior to the first day of Full-Time Operator pick.

23 d. Must meet Extra Board Operator qualification requirements.

24 e. Shall be assigned from surplus work by Group D seniority before
25 any ATL or overtime assignments are made.

26 8. Group D will be administered according to guidelines mutually developed
27 and agreed to by METRO and the UNION.

28 D. "Loader" shall refer to a Full-Time Operator who picks, or is assigned on the Extra

1 Board, the task of selling passage; but who does not drive the conveyance for which the passage is
2 sold.

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

4 A. Full-Time Operators will not be required to accept Part-Time Operator status.

5 B. METRO will not reduce the number of Full-Time Transit Operators below 1,223.

6 In the event of a layoff, all Part-Time Transit Operators shall be laid off prior to the layoff of any
7 Full-Time Transit Operator, provided that for every two Part-Time Transit Operators laid off due to a
8 substantial reduction of funds or ridership, METRO may, at its discretion, reduce the daily guarantee
9 of one Full-Time Transit Operator position to five hours. Full-Time Operators will pick such
10 reduced-guarantee positions by seniority. Full-Time Operators selecting a reduced-guarantee position
11 will have two consecutive off-days and will pick an assignment with a guaranteed paid time of five
12 hours for each of their regular work days. Operators selecting a reduced guarantee position will be
13 paid at the overtime rate for all time work in excess of eight hours in a day and for all time worked in
14 excess of 40 straight-time hours in a workweek. Nothing herein shall be construed as giving METRO
15 the authority to reduce any other right or benefit of affected Full-Time Transit Operators.

16 Reinstatement of the eight hour daily guarantee shall be in seniority order on the same one for two
17 basis as the reduction, when the Part-Time Operator positions vacated by the layoff are filled.

18 C. Assignment of specials and extras will be made to Full-Time Operators only,
19 except as otherwise provided in this AGREEMENT

20 D. The number of Part-Time Transit Operators, with each dual tripper Operator
21 counted as two Operators, shall not exceed 45% of the total number of Transit Operators.

22 E. All runs and reports will be worked by Full-Time Operators.

23 F. All full-time vacation reliefs will be worked by Full-Time Operators.

24 G. Work left vacant because of the absence of a Full-Time Operator will be worked
25 by a Full-Time Operator, unless otherwise specified in this AGREEMENT.

26 H. For 500 day base units, the minimum number of full-time runs shall be 843. For
27 every day base unit above or below 500, the minimum number of full-time runs will increase or
28 decrease by one respectively. Day base units are defined as the number of coaches operating

1 regularly scheduled service at noon each weekday or Saturday.

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 hours. If the round trip back to the relief point is more than one and one-half
15 hours, METRO must dispatch a car with a relief Operator and must return the relieved Operator to the
16 base. Coaches which do not operate through the Seattle central business district will be governed by
17 the one and one-half 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 AC
24 book for time off, is 10:00 a.m. Should an Operator report sick after 10:00 a.m., he/she may retain
25 his/her following day's full assignment by calling off the sick list at least one hour prior to the start of
26 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-minute scheduled layover after each
5 revenue trip, except when:

- 6 1. The revenue trip is less than 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 minutes layover in
13 the previous two hours, the Operator shall be entitled to a five-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 schedule at least one 15-
18 minute layover in assignments over five hours in length and an additional 15-minute layover in
19 weekday assignments over eight hours in length. When an Operator working an assignment finds it
20 does not provide reasonable break time, the Operator should notify METRO of such by filing a
21 service report. "Length" equals report, travel and platform time, but does not include bonus time.

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

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

26 **L.** Each day at each base, METRO guarantees that for every 45 Full-Time Operators
27 normally scheduled to work on that day at that base, rounded to the nearest 45, one Full-Time
28 Operator from the AC book shall be excused from his/her assignment. However, the guarantee shall

1 be a minimum of one each day for any base with Full-Time Operators and the System Board. These
2 guarantees shall not apply in the case of an extreme emergency.

3 M. Separate books for Full-Time and Part-Time Operators will be maintained at each
4 base with a separate book for System Board Operators. Once the minimum guarantees are met, the
5 number of additional Part-Time Operators excused on a particular day shall not be greater than the
6 number of additional Full-Time Operators excused on that same day. However, if excusing
7 additional a.m. or p.m. Part-Time Operators or Full-Time Operators wanting a portion of the day off
8 would balance the open work, METRO may excuse such Operators. After all Full-Time Operators
9 who have so requested are excused, there shall be no limit to the number of Part-Time Operators
10 excused.

11 N. Candidates for Supervisor-in-Training positions shall be selected from METRO
12 Full-Time Transit Operators who have at least three years of current, full-time driving service.

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

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

23 Q. A Regular or Report Operator on his/her regular day to work may, with at least one
24 day advance notice, trade his/her regular assignment for an available float combo, as defined in
25 Section 5, Paragraph E, for the purpose of scheduling a personal appointment during the float
26 combo's split; an Extra Board Operator may request an out-of-rotation assignment to the float combo
27 for the same reason. Except as provided in Section 8, Paragraph F, an Operator may be assigned to a
28 float combo no more than once in each calendar month.

SECTION 4 – RUNS

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 including platform, report and travel time.

2. A run combination or “combo” will consist of two or three pieces of work which are at least seven hours and eleven minutes in total work time, including platform, report and travel time, and which are within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through for the lesser split. Any combo with a split of 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, including platform, report and travel time, may be posted and selected at the pick. Frags will be guaranteed eight 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 70% of the day base units on weekdays or Saturdays, respectively.

F. Straight-through day runs shall comprise at least 58% of all straight-through runs.

G. At least 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 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.

1 K. In the event of a vacancy, runs and combos may be broken into trippers on the
2 same day in order to allow METRO to fill all work.

3 **SECTION 5 – OPERATOR PICKS**

4 A. At pick, seniority for all Full-Time Operators shall prevail in the selection of runs,
5 reports and/or board positions, vacations, overtime trippers, bases, and RDOs.

6 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
7 of 16 weeks and a maximum of 20 weeks, unless the UNION and METRO mutually agree otherwise.
8 All established practices and procedures for the Operator picks shall be observed through this
9 AGREEMENT. Work assignments will be selected at the pick for the 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 weeks prior to the first day of the pick. The UNION will supply METRO with a signed,
12 certified Operator seniority list three 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, System Board positions and
21 available RDO combinations will be posted in the pick room six days prior to the start of assignment
22 selection. 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 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 consecutive RDOs, or in case of a 4/40 Operator
3 three consecutive RDOs, in every seven-day period, except when Operator shake-ups or move-ups
4 make this impossible.

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

13 **J.** An Operator picking the System Board will select a position on the Day Board at
14 each of the operating bases, except that the Operator may select one suburban area (North,
15 East/Bellevue, or South) for which the Operator does not have to select a board position; the number
16 of exemptions for each region will be limited to no more than one-half of the total number of System
17 Board Operators. System Board Operators will select an RDO combination which will be the same
18 for every base at which they work. System Board Operators will indicate their assignment priority for
19 each base. The maximum number of System Board positions posted will be 25. METRO will assign
20 a reasonable number of System Extra Board Operators in order to alleviate vacation imbalances
21 which cause forced overtime and restrict Operators' time off. In no case will METRO assign more
22 than 13 System Extra Board Operators to any operating base per pay period, with one exception, that
23 being Atlantic Base during the first three pay periods of each payroll year.

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

28 **L.** UNION representatives shall be present during picks.

1 M. An Operator, who fails to appear at his/her scheduled pick time and who does not
2 notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected for
3 him/her by the UNION representative. The UNION representative shall make an effort to select an
4 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
5 not be subject to the grievance/arbitration procedure.

6 N. When a new operating base opens or an existing operating base closes and that
7 base has/had Operator assignments, a system-wide pick will occur.

8 O. In order to pick a Group D assignment, an Operator must request a transfer at least
9 14 days prior to the first day of the pick. Group D Operator vacations will be selected at the Full-
10 Time Operator pick. A Group D Operator working a Part-Time Operator assignment shall 1) waive
11 his/her right to select assignments at the Full-Time Operator pick; 2) shall select his/her assignment,
12 by seniority, after all Part-Time Operators have picked and may exercise the right to submit a current
13 work restriction form. A Group D Operator returning to assignment as a Full-Time Operator shall be
14 assigned to the bottom of the Day Board at the base currently picked until the next shake-up.

15 P. Each Operator must pick a Regular, Report, Extra Board or System Board
16 assignment which is compatible with any existing medical restrictions s/he has on file with METRO.
17 Failure to do so will result in forfeiture of the Operator's daily or assignment guarantee for each day
18 on which the Operator has picked an incompatible assignment, unless no work is available within the
19 Operator's restriction.

20 **SECTION 6 – MOVE-UPS**

21 A. If regular or report assignments become vacant, less senior Operators at the base
22 may request a move-up. An Operator who moves up must pick the entire assignment of the Operator
23 who vacated the run or report. If a Regular Operator moves up to a report assignment, such Operator
24 will be placed at the bottom of the day board. An Extra Board Operator who moves up to a report
25 assignment will remain on his/her picked board position. If new Day Extra Board RDO combinations
26 or board positions become available, Day Extra Board Operators at the base who could not have
27 picked these RDO combinations or board positions may request a move-up; such move-up will be
28 limited to the Extra Board Operators. Operator move-ups will be conducted only when they can be

1 implemented at least 28 days prior to a shake-up. System Board Operators shall not participate in
2 move-ups.

3 **B.** Move-ups will be conducted by Shop Stewards at the affected base at the direction
4 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
5 grievance/arbitration procedure.

6 ***SECTION 7 – SELECTING VACATIONS***

7 **A.** Vacations may be split into periods of one or more full weeks. If an Employee's
8 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in
9 one period.

10 **B.** Operators may pick only one prime time vacation per year. METRO shall
11 determine the number of vacations offered in each period. Each year, METRO shall furnish the
12 UNION with a list of vacation periods.

13 **C.** The UNION shall determine the prime periods for the following year and inform
14 METRO of their determination in writing in advance of the first day of the fall pick of the current
15 year.

16 **D.** Future pick and shake-up dates occurring during the vacation periods that
17 Operators can select at the current pick shall be posted in the pick room by METRO.

18 **E.** After a vacation relief has been assigned to an Extra Board Operator, there shall be
19 no changes in vacation unless agreed upon by the Operator who is assigned the vacation relief.

20 **F.** An Operator may, with METRO approval, change his/her vacation at the base to a
21 period which he/she did not have the seniority to pick provided the available period(s) are posted at
22 least one week in advance.

23 ***SECTION 8 – EXTRA BOARD***

24 **A.** Each base shall have a Day Extra Board to fill those assignments left open, to fill
25 any special work, and to fill overtime assignments according to the overtime assignment process. In
26 addition, bases having night work shall also have a Night Extra Board for the same purposes. Day
27 and Night Boards shall be open for selection at the pick by all Full-Time Operators by seniority.

28 Operators may select any available position on either Extra Board.

1 **B.** During a shake-up, any newly hired Operators shall be placed at the bottom of the
2 Day Board. Selection of position shall be by seniority.

3 **C.** For the System Board, METRO will determine the number of available positions at
4 each base during each biweekly pay period. Each Operator shall list bases in order of preference.
5 METRO will assign Operators to bases for each biweekly pay period, honoring preferences according
6 to seniority. During the biweekly pay period the System Board Operator will assume the position on
7 the board that s/he selected at pick and will be assigned work according to the assignment provisions
8 of this Section.

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

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

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

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

18 a. Category A shall include:

- 19 1) Straight-through day runs which quit at 8:00 p.m. or earlier.
20 2) Day reports which have a quit time of 10:00 p.m. or earlier
21 as determined by a 13-hour spread.
22 3) Combos which quit at 8:00 p.m. or earlier.
23 4) Tripper combinations which quit at 8:00 p.m. or earlier.
24 5) Tripper and report combinations which have a latest quit
25 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
26 6) Special work which has an estimated quit time of 8:00 p.m.
27 or earlier.

28 b. Category B shall include:

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

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

4 3) Combos or other combinations of work which quit later than
5 8:00 p.m.

6 4) Special work which has an estimated quit time of later than
7 8:00 p.m.

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

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

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

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

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

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

23 a. A run will be assigned before a report.

24 b. An assignment with more pay will be assigned before an assignment
25 with less pay.

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

28 d. If two assignments pay the same and have the same amount of work

1 including report time and travel time, they will be assigned at the discretion of METRO.

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

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

15 8. All weekday pieces of work open before the Extra Board's 10:00 a.m.
16 cutoff will be assigned to Full-Time Extra and System Board Operators, who are qualified and
17 available, as a regular assignment. Any remaining work, except work left vacant by Part-Time
18 Operators, will be assigned first according to the overtime assignment sequence, then to Part-Time
19 Operators on the Additional Tripper List, except as prohibited in this AGREEMENT. Work left
20 vacant by Part-Time Operators will be assigned first to the Additional Tripper List, then to Full-Time
21 Operators according to the overtime assignment sequence in accordance with this AGREEMENT.

22 9. On holidays, an Operator left without an assignment shall receive the day
23 off at holiday pay. All Operators in a base who request the holiday off via the AC book will be
24 excused before any Operator in the same base is forced to take the day off.

25 10. An Operator who is qualified in accordance with Section 12, but who is
26 not qualified on the specific assignment he/she would normally receive, shall be passed over until the
27 first assignment for which he/she is qualified becomes available. If work is not available to match an
28 Operator's qualifications, the Operator shall be placed on report and may be sent out to qualify. The

1 eight-hour guarantee shall apply for that day. If the last Operator available does not qualify for the
2 last assignment available in the assignment sequence, then the next latest quit assignment for which
3 that Operator qualifies shall become his/her assignment for the day and the remaining Operators shall
4 be assigned in the normal sequence. This process may be repeated until the last available Operator is
5 qualified on the last available assignment.

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

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

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

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

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

24 **d.** When a vacation relief assignment ends, the Extra Board Operator
25 shall revert to his/her regular picked position on the Extra Board without any penalty to METRO.

26 This Operator then becomes eligible for the next available vacation relief, or remainder of an
27 unpicked vacation relief, according to seniority.

28 **e.** Extra Board overtime policies remain unchanged.

1 f. An Extra Board Operator picking a vacation assignment must work
2 the entire vacation assignment, not including any picked RDO overtime, except as provided in
3 Paragraph d.

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

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

12 H. Any Extra or System Board Operator may request to add or remove a guarantee of
13 10-1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
14 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra or System Board
15 Operator requesting the 10-1/2 hours off between consecutive days' assignments and who would not
16 receive 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment
17 sequence, and will receive the first available assignment after his/her 10-1/2 hours off.

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

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

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

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

28 3. An Inter-base Transfer Operator may qualify on any major route at the

1 base(s) s/he has volunteered for and will be paid at the applicable rate.

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

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

6 L. System Board Operators will not be assigned to any Report during daily
7 assignment process.

8 **SECTION 9 – REPORT OPERATORS**

9 A. Report times will be posted and selected at the Operator pick.

10 B. Operators shall pick reports according to the open pick system.

11 C. An Operator picking reports must be qualified on 75% of all routes from the
12 selected base by the first day of the shake-up. He/she must be qualified on all routes and foreign
13 routes from that base, except for Center Park, 30 days after the effective date of the shake-up.
14 METRO shall determine which report positions at the applicable base shall be required to qualify on
15 Center Park and will post this information in the pick room. An Operator who picks such a position
16 and fails to qualify on this service will remain on his/her picked report for the shake-up, but will be
17 required to qualify on such service before again picking such a report. If an Operator fails to qualify
18 on this service, he/she will be given an additional opportunity to qualify prior to the next Operator
19 pick. No Report Operator will be required to qualify on routes not regularly assigned to his/her
20 picked operating base.

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

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

27 F. METRO may adjust picked report times by a maximum of 30 minutes when a
28 change is needed. METRO shall give five days notice to an Operator whose report will be affected.

1 When changes adversely affect an Operator's personal life or impose serious hardship in reporting to
2 work, the Operator may request that the base supervisor and the UNION review the matter.

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

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

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

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

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

1 L. Work available at the time a Report Operator is released from an a.m. assignment
2 may be assigned at that time for the remainder of the day at the discretion of the Base
3 Dispatcher/Planner.

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

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

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

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

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

21 **SECTION 10 – OVERTIME**

22 A. All hours worked in excess of eight hours in the scheduled workday or work on a
23 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the
24 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified
25 in this AGREEMENT.

26 B. Any Operator working a regular run on his/her RDO shall be paid for eight hours at
27 the overtime rate or for actual overtime hours worked, whichever is greater. An Operator who works
28 two separate and complete runs on the same day will be paid such guarantee for each run. An

1 Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed a
2 minimum for the day of two hours and forty minutes pay at the overtime rate.

3 C. All runs shall be assigned and every available Operator shall have work before any
4 overtime assignment is made.

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

- 8 1. Extra Board Operators on regular workday, within spread.
- 9 2. Extra Board Operators and Report Operators on an RDO.
- 10 3. Regular Operators on regular workday.
- 11 4. Regular Operators on an RDO.
- 12 5. Extra Board Operators on regular workday voluntarily exceeding their
13 spread time, except as provided in Section 3, Paragraph O.
- 14 6. Extra Board Operators on regular workday and Report Operators who have
15 reverted to their positions on the Extra Board, forced in inverse order of seniority.

16 E. No Operator shall be required to work on his/her RDO. No Regular Operator shall
17 be assigned overtime work unless he/she volunteers for such work.

18 F. Any Operator volunteering for overtime shall be required to work the overtime
19 assigned.

20 G. An Extra or System Board Operator may request to add or remove overtime
21 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
22 Operators who remove overtime availability may be assigned overtime only in accordance with
23 Paragraph D.6.

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

27 I. Any Operator, having completed a scheduled run of less than eight hours, who is
28 used for any purpose whatsoever, not in connection with his/her completed run, shall be paid his/her

1 eight hours and shall be paid at the overtime rate for all additional time worked. This shall apply also
2 to time worked due to failure of a road relief or to additional work assigned by a Supervisor. Such
3 time will not reduce the spread pay of the run.

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

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

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

11 3. If all posted trippers are not picked, the balance shall be offered for pick at
12 the base to all Full-Time Operators, including Group D Operators and excluding System Board
13 Operators, by Full-Time Operator seniority. An Operator may pick a second tripper per day at this
14 time. An Extra Board Operator may not pick a tripper on his/her regular day to work. Any remaining
15 trippers shall be assigned according to the work rules.

16 4. An Operator who has picked an overtime tripper will be assigned that
17 tripper on the day(s) picked unless excused.

18 5. An Operator may pick overtime trippers only at the base he/she picked.

19 ***SECTION 11 – SPECIAL ALLOWANCES***

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

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

22 If an Operator is required to fill out a report by the State of Washington or a local police department
23 in addition to his/her regular accident report, an additional 30 minutes straight-time pay shall be paid
24 for filling out that report of the accident. If the Safety Officer approves the first accident report and
25 the Operator is called in to fill out an additional report other than those for the State of Washington or
26 local police departments, an additional 30 minutes straight-time pay shall be paid for filling out each
27 additional report. Forty-five minutes straight-time pay shall be paid for the first report of each
28 accident involving a collision with another vehicle in which both vehicles are moving or in any

1 collision with a pedestrian.

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

5 1. Incident reports, except those involving Operator assaults –10 minutes.

6 2. Incident reports involving Operator assaults –20 minutes.

7 3. Bus Vandalism reports – 5 minutes.

8 4. Found tags – 5 minutes.

9 5. Operator Request slips – 5 minutes.

10 6. Safety reports, when requested by a supervisor – 5 minutes.

11 7. Service reports, when requested by a supervisor – 5 minutes.

12 D. A Full-Time Operator who is not on report shall be paid a minimum of one hour
13 straight-time pay for a coach change.

14 E. One hour straight-time pay shall be paid to a Full-Time Operator for each day spent
15 instructing a student.

16 F. If an Operator is working a tripper, extra or report, and the overtime rate applies,
17 he/she will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.

18 G. The minimum time paid, including report and travel time, for regularly scheduled
19 trippers, extras and specials assigned to Full-Time Operators shall be the equivalent of two and one-
20 half hours straight-time pay (one hour forty minutes overtime pay).

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

25 I. Each Regular, Report, Extra Board or System Board Operator, who works a combo
26 or frag having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate
27 under the provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to
28 time and one-half for time in excess of 10-1/2 hours.

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

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

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

9 M. System Board Operators will receive \$2.00 per hour premium pay for all hours
10 worked.

11 ***SECTION 12 – QUALIFICATION***

12 A. The Training Section will determine the standards and procedures required for
13 qualification on routes. The Training Section will determine the amount of time paid to qualify on
14 routes. A list will be posted at each base in the Operators' reporting area showing the amount of time
15 that will be paid for qualifying. When an Operator is assigned to qualify in a car or bus, he/she will
16 receive pay for actual time spent qualifying. The Training Section will determine what constitutes a
17 major route change that would necessitate requalification. The Training Section will keep a
18 permanent record of all route changes and whether such changes were minor or major. The most
19 recent major change and the three most recent minor changes on each route will be identified by date
20 in The Book. Pay for qualifying will be at the applicable rate. If the UNION disagrees with the
21 amount of qualification time, the parties shall meet to resolve the issue.

22 B. An Extra Board Operator must be qualified on six major routes by the effective
23 date of shake-up and on all major routes at his/her picked base within 30 days after the effective date
24 of the shake-up. A System Board Operator must be qualified on three major routes, determined by
25 METRO, at each picked base by the effective date of shake-up and on all other major routes, within
26 60 days after the effective date of the shake-up. A major route is defined as a route or route group
27 which has at least 40 hours per weekday of scheduled platform time at a specific base. After being
28 given seven-days notice, an Operator not qualified on routes, as required in this AGREEMENT, may

1 lose his/her daily guarantee and may not be permitted to work until he/she complies with the
2 qualification requirements specified in this AGREEMENT. If a base does not have six major routes,
3 then any Extra Board Operator at that base must qualify on at least six routes, including all major
4 routes by the effective date of the shake-up. If the base does not have six routes he/she must qualify
5 on all routes at the base.

6 C. An Extra or System Board Operator also may qualify on and will be paid for any
7 minor routes scheduled out of his/her picked base(s). In addition, METRO may assign Operators to
8 qualify on minor routes. A minor route is defined as a route or route group which has fewer than 40
9 hours per weekday of scheduled platform time at a specific base.

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

18 E. The date an Operator qualifies on a route shall be recorded and shall be updated for
19 any shake-up in which that Operator has driven that route. An Operator may request disqualification,
20 with two-days notice, on any route he/she has not driven in the previous five years or on any route
21 which has undergone three minor changes since he/she last drove it. All Operators will be
22 disqualified when a route undergoes a major change.

23 F. At the discretion of the Base Dispatcher/Planner, an Extra Board or System Board
24 Operator may be assigned to qualify in addition to a straight-through run.

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

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

3 I. A System Board Operator may be assigned to qualify as part of his/her daily
4 guarantee.

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

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

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

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

18 N. An Operator who fails to qualify on his/her picked assignment or equipment will
19 be placed on an assignment or Extra Board position mutually agreed to by the UNION and METRO,
20 to be consistent with his/her seniority, until the next shakeup.

21 O. System Board Operators will be required to qualify on the Tunnel and all
22 equipment designated by METRO.

23 **SECTION 13 – UNIFORMS**

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

27 B. A uniform allowance of twelve times the top step Transit Operator wage rate on
28 January 1 of each year shall be available annually on each Operator's qualification date. The uniform

1 allowance may be used only to purchase authorized uniform items. An Operator who does not pick
2 an assignment and who is not required to be in uniform will have his/her uniform allowance for the
3 following year reduced by one-third of the annual allowance for each shake-up on such status.

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

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

9 E. Operators are required to be in uniform while on duty. When uniform garments are
10 not available, an out of uniform slip will be given to the Operator by the Supervisor before the
11 Operator goes on duty. Uniforms shall be worn only to and from work and while on duty.

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

14 G. All uniform items will be union made, unless mutually agreed between METRO
15 and the UNION.

1 **ARTICLE 16: PART-TIME TRANSIT OPERATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A Part-Time Transit Operator shall mean a person employed by METRO on a continuing
4 basis, whose regularly scheduled assignment is a tripper which is guaranteed a minimum of two hours
5 and thirty minutes straight-time pay or a dual tripper assignment which is guaranteed a minimum of
6 four hours and forty minutes straight-time pay.

7 ***SECTION 2 – SPECIAL CONDITIONS***

8 A. METRO shall offer all new Full-Time Operator positions to qualified Part-Time
9 Operators, provided there are sufficient qualified applicants. Seniority shall determine the order of
10 selection, provided the Part-Time Operator's most recent twelve-month work record does not exceed
11 METRO's probationary standards for Part-Time Operators, with the exception that a minor infraction
12 that does not result in discipline as defined in this AGREEMENT will not be used in determining the
13 Operator's qualification. Part-Time Operators with less than one year of service will be evaluated on
14 a pro-rated probationary standard. A major infraction within the 24 months preceding the offer may
15 result in disqualification.

16 B. METRO reserves the right to rehire former METRO Full-Time Operators to vacant
17 Full-Time Operator positions independent of the formal Full-Time Operator recruitment process.

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

21 D. A Part-Time Operator who accepts a Full-Time Operator position will have the
22 option for six months from date of qualification to return to the position of Part-Time Operator with
23 no loss in Part-Time Operator seniority.

24 E. METRO will determine the standards to be met by Full-Time Operator trainees.
25 An Operator who fails to meet such standards will be returned to the Part-Time Operator position.

26 F. An Operator who retires and is rehired as a Part-Time Operator within one year of
27 his/her retirement will not be required to serve a probationary period. However, any retired Operator
28 not meeting rehire standards may, at METRO's discretion, be rehired and required to serve a

1 probationary period.

2 **SECTION 3 – GENERAL CONDITIONS**

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

5 B. Each day at each base, METRO guarantees that for every 55 Part-Time Operators
6 normally scheduled to work, rounded to the nearest 55, one Part-Time Operator shall be excused from
7 his/her assignment. However, the guarantee shall be at least two each day for any base with Part-
8 Time Operators. These guarantees shall not apply in cases of extreme emergency. A Part-Time
9 Operator granted time off via the book may request payment from his/her available vacation balance.

10 C. When a Part-Time Operator's assignment has been modified temporarily due to a
11 custom bus or school change such that the custom bus or school trip(s) is no longer contiguous with
12 the rest of the assignment, such Operator will have the option of working the modified assignment or
13 working his/her reduced regular assignment.

14 **SECTION 4 – WORK ASSIGNMENTS**

15 A. A new Part-Time Operator will be given a specific assignment by METRO until
16 the next shake-up.

17 B. No Part-Time Operator will be allowed to work on Saturday or Sunday. A Part-
18 Time Operator will work on a holiday only when his/her picked tripper is scheduled to be in service.
19 On Sunday-schedule holidays, a Part-Time Operator will be limited to working his/her picked tripper
20 only. Each Part-Time Operator must be scheduled off work by 8:30 p.m. and will not be allowed to
21 work an assignment that starts prior to 3:45 a.m. Part-Time Operators may work outside the hours
22 and days specified in this Paragraph only for non-driving work assignments such as assigned training
23 and route qualification.

24 C. Part-Time Operators shall not work runs, portions of runs, reports, specials,
25 standbys, or extras except as identified in Paragraph F.5.

26 1. To avoid a cancellation of service, a Part-Time Operator's assignment may
27 be, with the Operator's consent, traded with an assignment on the Dispatching Call Record which has
28 been left vacant by a Part-Time Operator provided the sign-in time of such assignment is within 30

1 minutes of the sign-in time of the Operator's scheduled assignment for that day. Such Operator will
2 be paid for time worked or his/her scheduled assignment, whichever is greater.

3 2. On the day of service and with METRO's approval, two Part-Time
4 Operators may trade assignments. Such Operators will be paid for actual time worked, or minimum
5 assignment guarantee. Each such Operator will be limited to one trade per pay period.

6 D. A.M. and P.M. trippers may be combined by METRO to make one dual tripper
7 assignment. These assignments may be made available at each pick to Part-Time Operators for
8 selection by seniority, subject to the following conditions:

9 1. Dual tripper assignments must:

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

12 b. Contain no more than one split.

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

14 2. A Part-Time Operator who picks a dual tripper assignment will be
15 guaranteed a minimum of four hours and forty minutes straight-time pay for each set of a.m. and p.m.
16 trippers worked.

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

20 4. No layoffs or reductions in hours will occur as a result of this Paragraph.

21 The conditions of this Paragraph will not be construed as full utilization of Part-Time Operators.

22 E. METRO will create no fewer than 220 Part-Time Operator assignments which pay
23 at least four hours.

24 F. A Part-Time Operator may request to be added to, or removed from, the Additional
25 Tripper List (ATL) at each pick or prior to 10:00 a.m. on Friday to be effective on Monday. Once on
26 the ATL, the Operator shall be available to work during the times listed by the Operator and on any
27 routes on which he/she is qualified at the time of the assignment subject to the following conditions:

28 1. Assignment of work to the ATL will be in accordance with the provisions

1 of Article 15, Section 8, Paragraph F.8.

2 2. Each Part-Time Operator's assignment shall be within a 13-hour spread,
3 unless he/she requests a shorter or longer spread. No Part-Time Operator's assignment shall exceed a
4 16-hour spread.

5 3. An ATL assignment shall not result in an Operator being scheduled to
6 receive more than seven hours and fifty-nine minutes of total credit time for a day.

7 4. Part-Time Operators shall be assigned additional trippers by seniority. An
8 Operator may work additional trippers only at the base he/she picks and shall receive no more than
9 one ATL assignment per day.

10 5. A Part-Time Operator may be assigned to work halves of combos, specials
11 and shake-up reliefs after the work has been assigned to available Full-Time Operators in accordance
12 with Article 15, Section 8, Paragraph F.8. Such work will be assigned first to Full-Time Extra Board
13 Operators, then via the Full-Time Operator overtime assignment sequence. Any remaining
14 unassigned work may be assigned to the ATL.

15 6. If work is assigned out of normal rotation, the Operator who should have
16 received the assignment will receive pay equal to the difference in the amount of pay he/she would
17 have received had he/she worked the appropriate tripper, or pay for the assignment actually worked,
18 whichever is greater.

19 G. If the start time and/or quit time of any assignment picked by a Part-Time Operator
20 is changed for the remainder of the shake-up or the assignment is cancelled for the remainder of the
21 shake-up, the pay of the picked assignment will be guaranteed for the remainder of the shake-up.
22 This guarantee shall be cancelled if the Part-Time Operator refuses an alternate assignment offered by
23 METRO. If, due to a verified personal hours restriction, an Operator cannot accept an alternate
24 assignment offered by METRO the guarantee shall remain intact.

25 **SECTION 5 – OPERATOR PICKS**

26 A. The UNION shall administer a Part-Time Operator pick which shall be held three
27 times a year in conjunction with the Full-Time Operator pick.

28 B. Before the last assignment which fits a Part-Time Operator's hours limitation is

1 picked, the Part-Time Operator will be placed on that assignment, regardless of seniority. The
2 UNION shall determine the validity of restriction requests. Operators who have qualified since June,
3 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.
4 trippers.

5 C. A Part-Time Operator who wishes to select a work assignment may report to the
6 pick 20 minutes before his/her pick time, receive instructions, and use this time to examine available
7 work assignments. An Operator shall not be compensated for time spent in the selection process,
8 unless it is during his/her regular work hours.

9 D. A UNION representative shall be present during picks.

10 E. A Part-Time Operator, who is unable to attend the pick, may leave an absentee
11 pick form with the UNION indicating his/her work preferences. Failure to do so will result in the
12 UNION representative selecting an assignment comparable, in start time, quit time, and base, to the
13 assignment last selected at a pick. Selections made by the UNION will not be subject to the
14 grievance/arbitration procedure.

15 F. Each Part-Time Operator must pick an assignment which is compatible with any
16 existing medical restrictions s/he has on file with METRO.

17 **SECTION 6 – MOVE-UPS**

18 A. Once per shake-up, the UNION will conduct a Part-Time Operator move-up at
19 each base. Additional move-ups may be conducted by mutual agreement.

20 B. All Part-Time Operators at the base will be eligible to participate in the move-up.
21 Selection of vacant work will be by seniority. The UNION will schedule the pick times.

22 C. A Part-Time Operator may not select work out of another base, except as mutually
23 agreed by METRO and the UNION.

24 D. Part-Time Operator move-ups shall be organized and conducted by the UNION.

25 E. An assignment selected at a move-up via absentee pick will not be subject to the
26 grievance/arbitration procedure.

27 F. No changes to available work as determined by METRO will be made within the
28 five days prior to the move-up date, unless mutually agreed by METRO and the UNION.

1 **SECTION 7 – SELECTING VACATION AND ANNUAL LEAVE**

2 **A.** Part-Time Operators shall be subject to the vacation rights and responsibilities
3 outlined in Article 9. A Part-Time Operator who has completed twelve months of service shall be
4 guaranteed an annual leave of absence of up to 20 days until such time as he/she is eligible to pick
5 vacation, and thereafter ten days leave. However, a Part-Time Operator who has more than twelve
6 months of service but who is not eligible to take a vacation during the calendar year shall continue to
7 be eligible for up to 20 days of unpaid leave.

8 **B.** A Part-Time Operator who accrued vacation hours in the prior payroll year may
9 select five-day (Monday – Friday) blocks of vacation at the pick. A request for a five-day block of
10 vacation/leave submitted between picks must be submitted at least 14 days prior to the starting date.

11 **C.** A Part-Time Operator granted time off via the book or approved single-day
12 compassionate leave may request payment from his/her available vacation balance.

13 **D.** The minimum number of vacation days that a Part-Time Operator may take will
14 depend on the Employee's total years of METRO service, as follows:

15

16 Years of METRO service	16 Minimum Number of Days
17 1 - 4	17 10
18 5 - 9	18 15
19 10 - 14	19 20
20 15 - 19	20 25
21 20+	21 30

22

23 For each day of vacation taken, the amount of vacation time paid will equal the length of the
24 Part-Time Operator's regular assignment for that day, provided there are sufficient hours in the
25 Operator's vacation balance to cover the vacation. If a Part-Time Operator's vacation accrual is not
26 sufficient to cover the minimum number of days, the Operator may elect to 1) take fewer vacation
27 weeks, or 2) take the minimum days of vacation, being paid the full amount of his/her available
28 vacation balance and taking the remaining time as approved unpaid leave.

1 E. Vacation will be paid at the Operator's current rate at the time vacation is taken.

2 Once a relief Operator is assigned, a vacation/leave may not be changed or cancelled. It is the
3 Operator's responsibility to bring discrepancies in accruals to the attention of a base chief.

4 F. If an Operator has unused vacation at the end of the year, all hours, except those
5 authorized as carryover by Article 9, Section 4, will be cashed out.

6 G. Separate blocks of a.m. and p.m. vacation periods will be available for pick at each
7 base. The number of periods available will be no less than 10% of the number of opposite (a.m. or
8 p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m.
9 and two p.m. vacation blocks shall be made available at each base. When a dual tripper Operator
10 picks vacation, he/she uses both an a.m. and a p.m. guaranteed period.

11 H. Vacation/leave trippers will be posted for pick twelve days prior to the start date.
12 Operators will be assigned to vacation/leave work by a rotating seniority bid system. Bids for
13 vacation/leave work must be submitted at least seven days prior to the vacation/leave start date. The
14 most senior Operator applying for the vacation relief, who has driven the least number of vacation
15 reliefs for the current shake-up, will be assigned. It is the responsibility of the picking Operator to be
16 qualified on any tripper assigned. In instances where two or more periods of vacation/leave are taken
17 consecutively, each week will be assigned separately.

18 I. When no Part-Time Operator is available and assigned to guaranteed vacation work
19 at least five days prior to the first day of the vacation, the work will be assigned according to the
20 normal assignment sequence as specified in Article 15, Section 8, Paragraph F.8. When no Part-Time
21 Operator is available and assigned to non-guaranteed vacation or annual leave work at least five days
22 prior to the first day of the leave, the vacation/leave may be postponed by METRO until such time as
23 a Part-Time Operator is available.

24 J. When a Part-Time Operator's picked tripper does not operate for a week, he/she
25 may pick one vacation relief tripper as part of the normal rotating seniority bid system. When one or
26 both picked trippers of a Part-Time Operator's dual tripper assignment does not operate for a week,
27 he/she may pick one vacation relief tripper as part of the normal rotating seniority bid system.

28 **SECTION 8 – OVERTIME**

1 Any daily assignment in excess of eight hours, not including qualifying time or holiday pay,
2 shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay.

3 All time worked in excess of 40 straight-time hours in a workweek shall be paid at the
4 overtime rate.

5 **SECTION 9 – SPECIAL ALLOWANCES**

6 A. The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also
7 apply to Part-Time Operators.

8 B. Thirty minutes straight-time pay shall be paid to Part-Time Operators for each day
9 spent instructing a student.

10 **SECTION 10 – QUALIFICATION**

11 A. The provisions of Article 15, Section 12, Paragraphs A, D, E, J and L, shall also
12 apply to Part-Time Operators.

13 B. Part-Time Operators who require route, equipment, coach, and/or tunnel
14 qualification or other training as a result of a Part-Time Operator pick or move-up must arrange to
15 qualify before the effective date of the assignment and will be paid at the applicable rate of pay. For a
16 move-up, METRO will determine the number of equipment/facility qualification slots available.
17 When all slots are filled, an Operator not qualified on such equipment/facility may not move to an
18 assignment that requires such qualification.

19 C. A Part-Time Operator required by METRO to change trippers will be paid to
20 qualify at the applicable rate. A Part-Time Operator qualifying on his/her picked work on an assigned
21 vacation/annual leave relief assignment will be paid at the applicable rate. METRO will determine
22 the qualification requirements.

23 D. Part-Time Operators will be paid at the applicable rate to qualify in order to work
24 the ATL subject to the following:

25 1. An Operator will be paid to qualify only on routes that can be assigned
26 within his/her ATL availability.

27 2. An Operator must be available for such routes on the ATL three or more
28 days per week in order to receive qualification pay.

1 3. An Operator will be paid only for qualifying on a route if he/she is qualified
2 on the equipment/facility necessary to operate that route.

3 E. An Operator who fails to qualify on his/her picked assignment or equipment will
4 be placed on an assignment mutually agreed to be the UNION and METRO, to be consistent with
5 his/her seniority, until the next shake-up.

6 **SECTION 11 – UNIFORMS**

7 Part-Time Operators shall receive the same uniform allowance and be subject to the same
8 conditions as Full-Time Operators as described in Article 15, Section 13.

9 **SECTION 12 – VASHON ISLAND SERVICE**

10 A. Vashon Operators consist of those Transit Operators who were hired to operate
11 Vashon Island service prior to January 1, 1990, and those Transit Operators who pick Vashon Island
12 assignments.

13 1. Any Operator hired prior to January 1, 1990, to operate Vashon assignments
14 is grandfathered onto Vashon Island service and will not be bumped from Vashon assignments due to
15 his seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will
16 forfeit all rights to grandfathered status.

17 2. Each Vashon Operator must maintain a residence on Vashon Island. Failure
18 to do so will result in removal from a Vashon assignment. An Operator shall inform METRO as soon
19 as he/she knows he/she will be moving off Vashon Island.

20 3. A Vashon Operator must be available and qualified to work any Vashon
21 assignment unless he/she is on an authorized absence from work.

22 4. A Vashon Operator must install or remove chains as necessary.

23 5. Labor AGREEMENT restrictions on spread, start and quit times, vacation
24 relief and ATL limits do not apply to Vashon work assignments.

25 6. A Vashon Operator who fails to meet the terms and conditions of this
26 Section may be removed from Vashon service.

27 7. Vashon Operators and their vacation requests will not count as part of the
28 Article 16, Section 7, Paragraph G, base vacation minimum guarantee.

1 8. Vashon Operators will be allowed to call by phone to have their name
2 placed in the book and/or personal holiday book.

3 B. To be eligible to pick a Vashon assignment, an Operator must not have had more
4 than one unexcused absence or two misses of any kind (including unexcused absences) during the
5 previous twelve months. METRO will inform the Operator and the UNION if a current Vashon
6 Operator becomes ineligible.

7 C. If a temporary vacancy occurs, it will be assigned via the Vashon ATL per
8 Paragraph E. If a permanent vacancy occurs it will be filled by a system-wide move-up. Until the
9 system-wide move-up is concluded, the vacancy shall be filled as a temporary vacancy.

10 D. Operators who live on Vashon Island may sign up for the Vashon ATL. All ATL
11 assignments will be offered first to Vashon Operators, by rotation, and then to Operators on the
12 Vashon ATL, by rotation.

13 E. All vacation/annual leave reliefs will be offered first to Vashon Operators. Work
14 which cannot be filled by Vashon Operators may be picked by Operators on the Vashon ATL.
15 Vashon Operators may share vacation/annual leave relief work as mutually agreed among Vashon
16 Operators. An Operator who is assigned Vashon work in an emergency may, at his/her request, be
17 removed from his/her regular assignment while working a Vashon assignment.

18 F. Any section or provision of this Article which is not in conflict with the provisions
19 of this Section, shall also apply to Vashon Operators.

ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**SECTION 1 – DEFINITION OF EMPLOYEES**

Vehicle Maintenance Employees shall mean all Employees in the following job classifications:

- Assistant Utility Service Worker
- Electronic Technician
- Equipment Dispatcher
- Equipment Painter
- Equipment Service Worker – Stores Driver
- Equipment Service Worker
- Lead Electronic Technician
- Lead Equipment Painter
- Lead Equipment Service Worker
- Lead Maintenance Machinist
- Lead Mechanic
- Lead Sheet Metal Worker
- Lead Transit Parts Specialist
- Lead Purchasing Specialist
- Lead Vehicle Upholsterer
- Maintenance Machinist
- Mechanic
- Mechanic Apprentice
- Metal Constructor
- Millwright
- Paint Preparation Technician
- Purchasing Specialist
- Purchasing Specialist-NRV
- Senior Stores Clerk

- 1 • Sheet Metal Worker
- 2 • Transit Parts Specialist
- 3 • Utility Service Worker (USW)
- 4 • Vehicle Damage Estimator
- 5 • VM Technical Information Process Specialist III
- 6 • VM Technical Information Process Specialist III - Stores
- 7 • Vehicle Upholsterer

8 **SECTION 2 – GENERAL CONDITIONS**

9 A. METRO shall not adopt time estimates contained in flat-rate mechanics books for
10 scheduling or evaluation purposes. METRO work standards are exempted from this provision.

11 B. METRO wreckers and shop trucks shall carry an additional Mechanic when
12 necessary for trouble calls. For safety purposes, an Employee cannot be required to go out in a
13 wrecker unassisted.

14 C. A USW who agrees to drive a vehicle in the performance of his/her fundamental
15 duties, who acquires a Washington state Class B CDL, and who successfully completes METRO's
16 driver training, will have an additional \$1.00 per hour added to his/her base USW wage rate for all
17 hours worked. Such Employee also will be subject to METRO's Accident Point System and federally
18 mandated random drug/alcohol tests. A USW who is earning a \$.70 premium as of November 1,
19 2004, and who fails to get a CDL will continue to be paid the \$.70 premium as long as he/she
20 continues in that classification. A USW who fails to maintain his/her CDL shall lose his/her
21 premium pay.

22 D. METRO will endeavor to schedule changes to chief and Lead work assignments to
23 coincide with the pick posting. If there is chief or Lead personnel movement that does not coincide
24 with the pick posting, the UNION and METRO will meet to discuss the need for a shake-up or move-
25 up.

26 **SECTION 3 – WORK ASSIGNMENTS**

27 A. The workweek shall consist of five consecutive days, except when an Employee's
28 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each

1 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
2 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
3 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
4 Article 13.

5 B. A new Employee shall be assigned by METRO until the next pick or move-up.

6 C. Assignment of specific duties on any shift shall be at the discretion of METRO.

7 D. For the purposes of the pick and subsequent work assignments, the graveyard shift
8 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
9 swing shift shall be considered the third.

10 E. Should it become necessary to alter a shift during a shake-up and such alteration
11 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
12 request for accommodation which requires an alteration in the start or quit times of a shift, such
13 Employee may request that METRO consider their request. METRO will then contact the UNION to
14 review the matter.

15 F. For holiday work assignments, METRO will determine the staffing needs for each
16 shift. When METRO has determined which classifications will be required to work, Employees in
17 those classifications will be offered the holiday assignment in seniority order, first to Employees that
18 are scheduled to work that day as part of their regular work assignment. If after offering the holiday
19 assignment to Employees by seniority who are regularly scheduled to work that day and there are
20 more assignments available, it will then be offered to Employees on their RDO until assignments are
21 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
22 Employees that are scheduled to work that day as part of their regular work assignment.

23 **SECTION 4 – ROVER AND VOLUNTEER ASSIGNMENTS**

24 A. The assignment of volunteers is governed by the following rules:

25 1. If a vacancy/assignment occurs, METRO may fill the vacancy/assignment
26 by offering the assignment in seniority order to a volunteer at the base from a different shift or then to
27 a volunteer from another base.

28 2. If no volunteer is available, METRO will assign the work to a rover in

1 accordance with the language in this Section.

2 3. All language in this Section which applies to rovers, also will apply to
3 volunteers.

4 B. For all Vehicle Maintenance Classifications, METRO will identify rover positions
5 by classification. The maximum number of rover positions for any classification is as follows: one
6 rover position for each base. When not filling a rover assignment, the RDOs for all rover pick
7 positions will be Saturday and Sunday, as identified on the pick sheets. METRO is limited to one
8 Rover in the classifications of 35 Employees or less.

9 C. These rovers will be used by the supervisor to the best advantage of METRO.
10 METRO retains the right to change the assignment of any rover to any combination of base, shift, or
11 RDO.

12 D. Rover assignments will be a minimum of five days. If a rover is still filling a
13 vacancy/assignment after three weeks, such rover shall have the option to return to his/her regular
14 shift and may not be reassigned to the same vacancy/assignment until another rover has been used to
15 fill the vacancy/assignment.

16 E. The work schedule for rovers will be arranged to provide five consecutive
17 workdays and two consecutive RDOs whenever possible.

18 F. METRO will provide a minimum of 24 hours advance notice prior to any change in
19 assignment for any rover, except for rovers in the Stores section.

20 G. For the purpose of RDO overtime only, a rover shall be considered assigned to the
21 base and shift at which he/she worked the day preceding his/her RDOs.

22 H. A rover assigned to a different work shift will continue to receive the shift
23 differential, if any, associated with his/her picked shift or the shift differential associated with the
24 shift to which the rover is assigned, whichever is greater.

25 **SECTION 5 – LEAD EMPLOYEES**

26 A. When a permanent vacancy occurs within a Lead classification, the position will be
27 filled by a recruitment. Applicants must be current Employees in the classification being led and
28 must have, as of the last day applications are accepted, a minimum of two years experience in that

1 classification at METRO.

2 **B.** Lead Employees shall be selected on the basis of ability, training, education,
3 experience, and job performance as determined by appropriate testing procedures and/or evaluations
4 which will be developed with input from the Leads and the UNION.

5 **C.** Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
6 differential above the top step of the existing wage rate and any shift differential of the classification
7 for which he/she serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
8 shift differential, plus 10%.

9 **D.** Lead workers have the responsibility of coordinating the work of the Employees to
10 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
11 Employees' efforts to ensure that work gets done effectively while treating all Employees with
12 respect and in a fair and consistent manner. A Vehicle Maintenance Lead will be considered a
13 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
14 of the classification he/she is leading.

15 **E.** No Lead Employee will discipline other Employees or perform formal Employee
16 evaluations.

17 **F.** For Overtime and Holiday work assignments: When performing the regular work
18 of the classification that he/she is leading, the Lead of that specific classification will be offered the
19 assignment (by base, by shift, by seniority) only after Employees in that classification have been
20 asked first.

21 ***SECTION 6 – PICKS AND MOVE-UPS***

22 **A.** Three times each except at NRV, consistent with Transit Operator picks, when a
23 facility opens or closes, or when METRO schedules a system-wide pick, the number of Employees
24 required on each shift at each base shall be posted. NRV positions for Mechanic, Lead Mechanic,
25 and Transit Parts Specialist will be picked once each year at the first pick of each year.

26 **B.** At the pick, each Employee listed in Section 1, except as noted in this Section, will
27 be permitted to select, by classification seniority, his/her base and shift (when applicable), and his/her
28 two consecutive RDOs. Specific duties within a classification also may be picked to the extent

1 specified by METRO on the pick sheets. Prior to each pick, the Manager of Vehicle
2 Maintenance/designee will meet with the UNION Executive Board Officers for Vehicle Maintenance
3 and the President/Business Representative/designee to discuss and identify any ongoing or planned
4 special projects which may be appropriate for posting on the pick sheets.

5 1. All Lead Employees in Section 1 shall pick once annually prior to the first
6 pick of the year for other Vehicle Maintenance Employees.

7 2. Employees in the classifications of Maintenance Machinist, Lead
8 Maintenance Machinist, Mechanic Apprentice, Senior Stores Clerk, VM TIPS III - Stores, and
9 Assistant Utility Service Worker will be considered stationary classifications and will not participate
10 in the pick unless METRO establishes multiple shifts or work sites for these classifications.

11 C. Copies of the pick schedules and shifts will be posted ten days prior to the start of
12 the pick by METRO at all Vehicle Maintenance work locations. Should any modifications to the pick
13 schedules and shifts occur after the posting, METRO will notify the UNION before the modification
14 is posted. No changes will be made less than five days prior to the pick.

15 D. METRO will make arrangements for each Employee to be available to report to an
16 appropriate pick location at least ten minutes ahead of her/his pick time to examine available work
17 assignments. An Employee shall be compensated for the time spent in the selection process when it
18 is during her/his work hours.

19 E. UNION representatives for Vehicle Maintenance will be present and facilitate the
20 pick.

21 F. An Employee, who is unable to attend the pick, can submit an absentee pick form
22 with the METRO designee, as identified on the pick schedules, indicating his/her work preferences.
23 This form must be received by the METRO designee no less than 24 hours before the pick. Failure to
24 do so will result in the UNION representative picking an assignment for the Employee. The UNION
25 representative shall make an effort to select an assignment comparable to the last picked position
26 (base, shift, and RDO), not to include any move-ups. Selections made by the UNION will not be
27 subject to the grievance/arbitration procedure.

28 G. When METRO determines that an Employee will be unavailable for work for an

1 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from
2 Vehicle Maintenance will be notified prior to the pick process. If such Employee returns to work
3 during a shake-up, he/she may return to his/her previous picked position, if such still exists, or to a
4 position as close as possible to the assignment he/she was working previously. METRO and the
5 Employee may mutually agree to a different assignment, and the UNION will be notified.

6 **H.** Any Employee covered by this Section, who picks a position in which he/she does
7 not properly perform may be placed on any available shift at any base until the next shake-up by
8 his/her Section manager.

9 **I.** If a vacant position is to be filled, Employees in that classification at that base may
10 have a move-up. The UNION will be notified and effect the move-up. When such vacancy is a Lead
11 position or in a job classification with 35 or fewer Employees, such move-up will be system-wide.

12 **J.** Merger of the Stores Driver classification into the Equipment Service Worker
13 classification: Stores Drivers hired before November 1, 2007, will be grandfathered into Stores
14 Driver assignments and will not be bumped during any subsequent pick. If a Stores Driver
15 voluntarily chooses work other than a Stores Driver assignment, he/she will forfeit all rights to
16 grandfathered Stores Driver status. Stores Drivers will pick Stores Driver assignments and vacation
17 by Stores Driver seniority, independent of Equipment Service Workers, and have first right of refusal
18 for all Stores Driver CSC assignments of three weeks or less before the assignment is offered to an
19 Equipment Service Worker.

20 ***SECTION 7 – VACATION SELECTION***

21 **A.** Vacations will be picked by classification, system wide once each year no later
22 than March 15th.

23 **B.** The number of Employees on vacation at any one time shall be regulated by
24 METRO, except that the number of Mechanic vacation positions allowed will be 10% of the
25 classification per each vacation period. This number will be determined at the time of the annual
26 vacation pick.

27 **C.** Vacation may be selected in blocks of one or more full weeks. The selection of
28 vacations by Vehicle Maintenance Employees shall be extended over the entire calendar year. An

1 Employee who takes his/her vacation in two or more blocks shall select the second block of his/her
2 vacation after all Employees in his/her classification have made their first selection; his/her third
3 selection after all Employees in his/her classification have made their second selection; etc., until all
4 blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
5 Employees' RDO.

6 D. A Vehicle Maintenance Employee may use vacation in increments of one or more
7 hours, provided he/she has vacation available and subject to advance approval by his/her supervisor.

8 **SECTION 8 – OVERTIME**

9 A. All hours worked in excess of eight in the scheduled workday or work on an
10 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
11 time rate of pay for the classification for actual overtime hours worked.

12 B. An overtime assignment of four hours or less will be offered to Employees within a
13 base, shift and job classification, by seniority to qualified Employees who are working the shift
14 preceding or succeeding the shift where the work is to be accomplished and/or performed.

15 C. Overtime assignments of more than four hours will be offered to Employees within
16 a base, shift and job classification, by seniority to qualified Employees, including Employees on their
17 RDO.

18 D. An overtime assignment of eight hours will first be offered to Employees within
19 base, shift and job classification, by seniority to qualified Employees who are on their RDO before it
20 is split and offered in smaller pieces.

21 E. In all classifications should no Employee accept the overtime assignment, it may
22 be assigned by inverse seniority. If the least senior Employee is not qualified or reasonably available,
23 the overtime may be assigned to the next least senior Employee.

24 F. Overtime in the classification of Transit Parts Specialist (TPS) will be offered by
25 seniority within the base. Unplanned overtime in blocks up to four hours will be offered to the senior
26 TPS on the preceding or succeeding shift. All overtime assignments of four hours or more or those
27 that are preplanned, will be offered by seniority within a base to qualified TPSs. Should no TPS at
28 the base accept the overtime assignment, it will be offered by seniority system wide to an available

1 TPS.

2 **G.** An Employee who is scheduled for paid time off and who is interested in working
3 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
4 supervisor, who will sign and date acknowledgement of receipt. Holidays connected to these RDO's
5 also require this notice. For overtime assignment, he/she will be considered in seniority order in
6 accordance with Paragraphs C and D.

7 **H.** CSC Overtime distribution: Mechanics who have picked CSC workgroups as
8 identified on the pick, will be offered overtime by shift, by seniority within the following two
9 workgroups:

10 Rebuild - Mechanical

11 Rebuild - Electrical

12 Mechanics at CSC who are qualified and available for overtime from another CSC workgroup
13 will be offered overtime by base, by shift, by seniority only after all other qualified Mechanics in the
14 CSC workgroup where the overtime is offered.

15 **I.** All overtime in the classification of Equipment Dispatcher will be offered by
16 seniority, within the classification and base, provided the Employee is reasonably available. No
17 Employee will be required to work more than twelve hours in any 24-hour period. However, a shift
18 start and end time may be modified by mutual agreement of the supervisor and the Employee.

19 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's
20 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
21 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
22 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
23 shift overtime rate of pay.

24 **K.** In the case of an extreme emergency, METRO can assign overtime work to any
25 qualified Employee. An Employee who works overtime during an extreme emergency shall be
26 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
27 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
28 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

1 L. A Vehicle Maintenance Employee, who has gone home after his/her regular shift
2 and who is called back to work and reports for work, will be guaranteed at least four hours pay at the
3 overtime rate.

4 M. A Vehicle Maintenance Employee called in before his/her regularly scheduled
5 report time and in conjunction with his/her regular shift will be paid for actual hours worked.

6 N. The following governs Apprentice Mechanic overtime and holiday work
7 assignments. When performing the regular work of the classification of Mechanic, an Apprentice
8 Mechanic will be offered a work assignment (by base, by shift, by seniority) only after Mechanics and
9 Lead Mechanics in that classification have been asked first. Mechanic Apprentices will not be
10 subject to inverse seniority to fill work assignments for the Mechanic classification for overtime or
11 holidays work assignments.

12 ***SECTION 9 – SHIFT DIFFERENTIAL***

13 Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
14 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
15 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

16 ***SECTION 10 – SPECIAL BENEFITS***

17 A. A tool allowance shall be provided annually, by separate check, not later than
18 March of each year, to Employees permanently assigned as of January 1st the same year to the
19 classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice,
20 Metal Constructor, Millwright, Sheet Metal Worker, Vehicle Upholsterer, and to Leads in those
21 classifications. The amounts shall be as follows:
22
23
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Year	Allowance
2008	\$779
2009	\$802
2010	\$826

METRO agrees to provide those tools necessary to perform all mechanical work assigned to Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives under its tool contracts, in accordance with procedures established by METRO. Tools purchased under METRO's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

B. METRO shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be in the amount of \$20,000. Except at the discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. Each Employee shall have on file with his/her supervisor an up-to-date inventory of tools designating the type, size and manufacturer. METRO shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three days after the inspection to locate any tools which he/she claims are missing.

C. Each Vehicle Maintenance Employee, shall receive his/her choice of coveralls or a clean uniform (pants and shirt) daily.

D. Any Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, a rainset, hat and boots. Each Employee is required to wear footgear approved by METRO. Each Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair of boots and cushioned inserts identified on the METRO voucher at time of purchase). The maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in Paragraph E.

1 E. METRO shall provide and maintain necessary safety clothing, uniforms and
2 equipment. Replacement items will be issued only if the original item is turned in and judged to be in
3 need of replacement.

4 F. When an Employee is informed during his/her regular shift that overtime in excess
5 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
6 home to perform work commencing in excess of two hours before his/her shift, METRO will provide
7 a 30-minute unpaid meal period, upon request, or a 15-minute paid break.

8 G. Except where modified by historical practice, duties traditionally performed by the
9 Employees in the job classifications listed in Section 1, will be performed only by Employees
10 working in those classifications.

11 H. Vehicle Maintenance Employees may use the ten minutes prior to the end of their
12 workday for personal clean-up.

13 I. When upgraded to a higher paid classification, an Employee shall be paid at the
14 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
15 upgraded Employee shall be paid more than the top step of the classification to which he/she has been
16 upgraded.

17 J. METRO will endeavor to provide a secure area at each work location for UNION
18 related materials accessible to all UNION representatives at that location.

19 **SECTION 11 – ATTENDANCE MANAGEMENT**

20 A. METRO and the UNION recognize that Vehicle Maintenance duties and functions
21 are time critical and that Employees have the responsibility and obligation to be at work on time each
22 day. Vehicle Maintenance Employees will be subject to the following terms, which supersede any
23 conflicting provisions elsewhere in the AGREEMENT.

24 B. Vehicle Maintenance will monitor and record attendance using the terms of late
25 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
26 Employees that call one-half hour before his/her shift to request unscheduled leave and then are
27 requested to come to work, provided they report to work in a reasonable time. An Employee can use
28 AC time or vacation time to make up lost time.

1 C. A late occurrence (one-tenth to two hours) shall be managed and recorded as
2 follows:

- 3 1. An Employee may complete any time left on his/her shift.
- 4 2. An Employee may work a full eight hours even though this work would
5 continue into the next shift.
- 6 3. An Employee may not use AC time or vacation to make up lost time.
- 7 4. An Employee will be paid for actual hours worked at his/her scheduled rate
8 of pay.
- 9 5. A late occurrence shall not create an overtime opportunity for the late
10 Employee. No grievances will be filed by other Employees claiming overtime infringements should
11 an Employee elect to work his/her full shift and the time worked extends into another shift.
- 12 6. Late occurrences will be recorded in a 180-day rolling time frame as

13 follows:

14 1st through 5th occurrence – Employee and supervisor initial the
15 attendance card.

16 6th occurrence – One-day suspension without pay.

17 7th occurrence – Discharge, treated as a major infraction as defined in
18 Article 4.

19 D. Unexcused absences (over two hours) shall be managed and recorded as follows:

- 20 1. An Employee may complete his/her shift only.
- 21 2. An Employee may not use AC time or vacation to supplement their regular
22 shift pay.
- 23 3. Such Employee is not eligible for overtime that day.
- 24 4. Unexcused absences will be recorded in a twelve-month rolling time frame

25 as follows:

26 1st and 2nd occurrence – Employee and supervisor initial the
27 attendance card.

28 3rd occurrence – One-day suspension without pay.

1 4th occurrence – Discharge, treated as a major infraction as defined in
2 Article 4.

3 E. An occurrence which results in a second one-day suspension within 180 days of the
4 occurrence that resulted in the first suspension shall result in discharge.

5 F. Extenuating circumstances will be considered. Any request by an Employee to
6 have a late occurrence or unexcused absence removed from the attendance management record must
7 be presented to the immediate supervisor in writing, within five working days of the occurrence.

8 G. METRO and the UNION agree to review this Section on an annual basis.

9 ***SECTION 12 – MECHANIC APPRENTICESHIP PROGRAM***

10 The purpose of this program is to establish an on-the-job apprenticeship training program
11 leading to the status journey level, diesel mechanic. The classification of apprentice shall be covered
12 under all the terms and conditions of this AGREEMENT, unless otherwise specified under the
13 Apprenticeship Standards.

14 ***SECTION 13 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS***

15 The UNION and METRO agree to maintain a committee to be known as the Vehicle
16 Maintenance Labor Management Relations Committee (VMLMRC), with the express intent of
17 promoting and encouraging a collaborative, on-going labor-management relationship that strengthens
18 mutual respect, trust, understanding and effective communication. This committee shall meet for the
19 purpose of discussing, approving and/or proposing resolutions to:

20 1. Issues or problems of METRO policies which affect the Bargaining Unit and which
21 either party requests be placed on the agenda.

22 2. Issues or problems of contract administration, other than formal grievances which
23 are being processed, unless mutually agreed by both parties.

24 3. Other matters of mutual concern.
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26
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28

ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**SECTION 1 – DEFINITION OF EMPLOYEES**

Facilities Maintenance Employees shall mean all Employees in the following job classifications, and their respective lead positions where applicable:

- Building Operating Engineer
- Carpenter
- Equipment Operator
- Facilities Maintenance Trainee
- Facilities Maintenance Worker
- Grounds Specialist
- Lead Building Operating Engineer
- Lead Carpenter
- Lead Maintenance Constructor
- Lead Grounds Specialist
- Lead Painter
- Lead Signage Specialist
- Lead Transit Custodian
- Lead Utility Laborer
- Maintenance Constructor
- Maintenance Painter
- Purchasing Specialist
- Radio Equipment Specialist
- Lead Radio Equipment Specialist
- Signage Specialist
- Transit Custodian I
- Transit Custodian II
- Transit Electronic Communications Technician
- 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 park-and-ride lots during the term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and other work that does not require power tools except weed eaters.

B. Prior to each shakeup, UNION and METRO representatives will establish, by mutual agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS

A. Vacancies in the Transit Custodian I classification will be filled by Maintenance Worker applicants by seniority.

B. Vacancies in the Transit Custodian II classification will be filled by Transit Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer the position to Maintenance Workers by qualifications.

C. Vacancies in the Utility Laborer classification will be filled from all lower Facilities classifications by qualifications.

D. Vacancies in the Signage Specialist classification will first be filled by Utility Laborer applicants by seniority.

E. Vacancies in the Lead Transit Custodian classification will be filled by Transit Custodian II applicants by qualifications. If no Transit Custodian II accepts the position, such position will be offered to all other Facilities Employees by qualifications.

F. Vacancies in the Equipment Operator classification will be filled by qualifications, including driving and CDL requirements, from all lower Facilities classifications.

SECTION 4 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee's pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions in

1 Article 13.

2 **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious
3 hardship on the Employee, such Employee may request that METRO and the UNION review the
4 matter.

5 **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift
6 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
7 third.

8 **D.** The term "complex" as used in this Article is defined as a group of specific
9 worksites within a defined geographical area, as described in Exhibit C except as modified by the
10 Labor/Management Relations Committee.

11 **E.** For holiday work assignments, METRO will determine the staffing needs for each
12 shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

13 **F.** Assignment of specific duties on any shift shall be at the sole discretion of
14 METRO.

15 ***SECTION 5 – UPGRADES***

16 **A.** The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities
17 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the
18 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
19 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.
20 Overtime will be paid at the overtime rate for the higher paid classification.

21 **B.** For classifications above Signage Specialist, upgrades will be based on
22 qualifications, as determined by METRO.

23 **C.** For classifications of Signage Specialist and below, upgrades shall be offered to
24 the immediate lower classification by seniority as follows:

25 1. For positions lasting less than 30 days, upgrades shall be offered by
26 worksite, complex and system-wide.

27 2. For positions lasting 30 days or more, upgrades will be offered system-
28 wide.

1 D. An Employee who declines a temporary upgrade opportunity may not displace the
2 Employee who accepted it, regardless of seniority.

3 E. Upgrade work will be assigned to qualified Employees by seniority within a
4 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training
5 sign-up sheets.

6 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
7 step of the wage rate of the classification for which he/she serves as a Lead.

8 1. If METRO determines that a Lead position will be needed for a project or
9 crew which has three or more Employees and/or will last for more than 90 days, and/or when justified
10 by the additional responsibilities and coordination, METRO will assign a regular journey-level Lead
11 instead of a designated Lead.

12 2. Employees upgraded to a regular Lead position will be selected from
13 Employees on the project or crew who have completed probation.

14 3. When more than three Employees in the same Transit Custodian
15 classification work together as a crew, a regular Lead will be assigned to the shift at such worksite or
16 complex.

17 4. Each regular Lead will be considered a working Lead. In addition to his/her
18 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

19 5. No regular Lead will discipline other Employees.

20 **SECTION 6 – DESIGNATED LEADS**

21 A. Each designated Lead in the Facilities Maintenance sections shall receive a 10%
22 differential above his/her existing wage rate for his/her classification.

23 B. A designated Lead will be assigned by the immediate supervisor, or chief when
24 three or more Employees are assigned to work together as a team without supervision for more than
25 two hours. The senior Employee in the highest paid job classification on the work team shall be
26 assigned the designated Lead responsibility.

27 C. Any Employee who trains a new Employee will receive designated Lead pay.

28 D. No Transit Custodian II will be eligible for a designated Lead assignment.

1 E. Once assigned as a designated Lead person, the Employee shall be paid at the
2 designated Lead rate of pay for the entire shift. Any time worked as a designated Lead in excess of
3 eight hours, or ten hours for a 4/40 Employee, will be paid at one and one-half times the designated
4 Lead rate of pay.

5 F. A designated Lead will be considered a working Lead. In addition to his/her
6 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

7 G. No designated Lead will discipline other Employees.

8 **SECTION 7 – PICKS AND MOVE-UPS**

9 A. Two picks shall be held annually, to be effective on the start of the closest pay
10 period to March 15 and September 15. When a facility opens or closes, a system-wide pick will
11 occur for those job classifications affected.

12 B. If a permanent or long term vacant position is to be filled, a system-wide move-up
13 in that classification will be permitted. Move-ups will be conducted only when they can be
14 completed 28 days prior to a shake-up.

15 C. All Facilities picks will show the usual openings in each classification for each
16 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or
17 for adjusting workloads, METRO will solicit volunteers from the classification needed within the
18 complex. If no Employee volunteers, the least senior Employee available in the classification, within
19 the worksite, will be assigned. METRO retains the right to move the least senior Employee to
20 another worksite, shift or RDO combination. METRO will provide a minimum of 24-hours advance
21 notice prior to any change in assignment.

22 D. All Employees listed in Section 1 may select by classification seniority, complex,
23 worksite, shift (when applicable) and two consecutive RDOs. Specific duties within a classification
24 may also be picked to the extent specified by METRO on the pick sheets.

25 E. Copies of the proposed pick schedule and shifts will be posted for review no later
26 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
27 five days prior to the pick. The effective date of the shake-up will be approximately two weeks after
28 the pick.

1 F. METRO will make arrangements for each Employee to be available to pick his/her
2 assignment a minimum of ten minutes prior to his/her designated pick time.

3 G. An Employee who wishes to select an assignment will report to an appropriate
4 pick location at least ten minutes ahead of his/her pick time to examine available work assignments.
5 No Employee shall be compensated for time spent in the selection process, unless it is during his/her
6 regular work hours.

7 H. A UNION representative for Facilities Maintenance Employees shall be present
8 during each pick, including vacation picks.

9 I. An Employee who is unable to attend the pick may leave an absentee pick form
10 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
11 representative picking an assignment for the Employee. The UNION representative shall make an
12 effort to select an assignment comparable to the assignment most recently worked. Selections made
13 by the UNION will not be subject to the grievance/arbitration procedure.

14 J. When METRO determines that an Employee will be unavailable for work for an
15 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer from
16 Facilities Maintenance will be notified prior to the start of the pick process.

17 ***SECTION 8 – VACATION SELECTION***

18 A. METRO will determine the number of Employees who may be on vacation at any
19 one time in each job classification at each worksite and shall indicate same on a list at each worksite.

20 B. At the first pick of the calendar year, each Facilities Maintenance Employee, after
21 having first selected a worksite and complex, may select a maximum of five separate blocks of
22 vacation, each consisting of one or more consecutive workdays. No more than five vacation blocks
23 may be used in any calendar year. Vacation selections shall be made by seniority within a job
24 classification. An Employee who takes his/her vacation in two or more blocks shall select the second
25 block of his/her vacation after all Employees in his/her classification have made their first selection;
26 his/her third selection after all Employees in his/her classification have made their second, etc.
27 METRO shall post a calendar at each worksite with all approved vacation selections indicated.
28 Vacation changes shall not be allowed except in emergencies, as determined by METRO.

1 C. Two separate vacation calendars for September 15 through the start of the
2 following March shake-up will be created at the vacation pick. One calendar will contain system-
3 wide guaranteed vacations. The other will contain complex vacation requests. An Employee who
4 has picked a period on the system-wide calendar will be guaranteed his/her vacation regardless of
5 which worksite he/she picks in the fall. Administrative area vacation requests, made at the pick, will
6 be granted, by seniority, as long as no Employee in the same classification who has a system-wide
7 guarantee moves into said administrative area at the fall pick. After the vacation pick, vacation
8 requests will be honored on a first come, first served basis.

9 D. An Employee who does not select vacation at the first pick of the year must request
10 vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved
11 by management.

12 E. An Employee who has not filed a vacation request according to the above
13 Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

14 F. On September 15 of each year, METRO will notify each Employee who has a
15 vacation balance which exceeds the allowable carry-over per Article 9, Section 4. Such Employee
16 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

17 G. An Employee who desires to use unpicked vacation may use up to three days per
18 year in single-day increments with the prior approval of his/her supervisor. An Employee may use
19 vacation leave in one-hour increments with the approval of his/her supervisor.

20 H. Management will acknowledge and endeavor to respond to a written request for
21 any vacation or leave within seven days of receipt.

22 **SECTION 9 – OVERTIME**

23 A. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
24 scheduled workday, except as provided in Article 13, and on an Employee's RDO shall be paid at the
25 overtime rate of one and one-half times the existing straight-time rate of pay for the classification for
26 actual overtime hours worked.

27 B. When unscheduled overtime is requested to complete a special task, the overtime
28 will first be offered to the Employee within the classification responsible for the work. A special task

1 shall be defined as:

- 2 1. non-ordinary circumstances in which the work cannot wait to be completed; or
- 3 2. work deemed unreasonable to have anyone but the existing Employee
- 4 performing the work be the one to complete the special task.

5 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
6 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list
7 will be posted on Monday and pulled at noon on Thursday. An Employee who is not on the overtime
8 list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or
9 if overtime must be assigned in inverse order of seniority. METRO will not call an Employee who is
10 on an authorized leave for overtime, unless it is an extreme emergency.

11 1. Overtime will be assigned to Employees on the list, first by shift, then by
12 seniority within a classification, according to Exhibit C provided the Employee is qualified and
13 reasonably available.

14 2. If the overtime is not filled from the list, it may be offered, by seniority, to
15 Employees in the next lower job classification(s) at the worksite where the overtime is required,
16 provided the Employee is qualified for the upgrade and reasonably available to do the work. If the
17 overtime is still not accepted, it may be offered, by seniority, to Employees in the job classification in
18 which the overtime is required, at other work sites within the complex. If the overtime is still not
19 accepted, it may be offered system-wide to Employees in the job classification in which the overtime
20 is required.

21 3. If the overtime has not been filled after all of the procedures outlined in
22 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
23 job classification, at the worksite where the overtime is required. If the least senior Employee is not
24 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in
25 seniority. In the event of an emergency, METRO may assign overtime to any qualified Employee.

26 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,
27 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
28 overtime rate. If a Facilities Maintenance Employee can correct the situation without having to report

1 to the worksite, they will be guaranteed two hours of pay at the overtime rate. A Facilities
2 Maintenance Employee who is required to be on standby on his/her RDO, including holidays, will
3 receive four hours of standby pay at his/her overtime rate for each set of RDOs, including holidays, or
4 on a holiday not connected to his/her RDOs, that he/she is on standby. Standby shall be defined as
5 the time from the quit time of the Employee's shift to the start time of the Employee's next scheduled
6 shift, during which the Employee is required to be available for work.

7 E. A Facilities Maintenance Employee called in before his/her scheduled report time
8 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment
9 and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
10 early may request permission from his/her supervisor.

11 F. Overtime on any shift shall be computed at the rate paid for the Employee's
12 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
13 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
14 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
15 into the day shift will be paid at the overtime rate with graveyard shift differential.

16 G. Reimbursable overtime shall be identified by Management at the time of offering,
17 and shall be defined as labor costs being recovered by Facilities from funding sources other than
18 Facilities' annual budget, and will be paid as overtime rather than as AC time.

19 ***SECTION 10 – SHIFT DIFFERENTIAL***

20 Shift differential shall be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
21 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
22 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

23 ***SECTION 11 – SPECIAL BENEFITS***

24 A. A tool allowance shall be provided annually by separate check to Employees
25 permanently assigned to the classifications of Building Operating Engineer, Carpenter, Maintenance
26 Constructor, Radio Equipment Specialist, Transit Electronic Communications Technicians, Leads and
27 to authorized Trainees in these classifications. The amounts shall be as follows:
28

Year	Allowance
2008	\$385
2009	\$395
2010	\$405

METRO will provide those tools necessary to perform all assigned mechanical work to Facilities Maintenance Employees who are not provided the annual tool allowance.

B. METRO shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no claim shall be honored without evidence of forcible entry unless a police report has been filed. Payment is contingent upon the Employee having on file with his/her supervisor an up-to-date inventory of tools designating the type, size and manufacturer. METRO shall have the right to inspect the inventory of tools; however, an Employee shall be allowed three days after the inspection to locate any tools which are missing.

C. Each Facilities Maintenance Employee shall receive eight uniforms.

D. Each Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, a rainset, hat and boots.

E. METRO shall provide and maintain necessary safety clothing, uniforms and equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be entitled to a METRO voucher to be applied toward purchases of such footgear. The maximum METRO contribution paid by such voucher shall be \$180 per Employee. A replacement item will be issued only if the original item is turned in and judged to be in need of replacement.

F. When an Employee works two or more hours of overtime in conjunction with his/her regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

G. METRO shall reimburse each Employee for the cost of any license(s) required in relation to his/her job classification or job duties, excluding the cost of the state-issued drivers license.

SECTION 12 – ATTENDANCE MANAGEMENT

1 **A.** METRO and the UNION recognize that Facilities Maintenance duties and
2 functions are critical and that Employees have the responsibility and obligation to be at work on time
3 each day. Facilities Maintenance Employees will be subject to the following terms, which supersede
4 any conflicting provisions elsewhere in the AGREEMENT.

5 **B.** Facilities Maintenance will monitor and record attendance using the terms of late
6 occurrence and unexcused absence.

7 **C.** A late occurrence:

8 1. of up to one hour shall be managed and recorded as follows:

- 9 a. An Employee may complete any time left on his/her shift.
10 b. An Employee may work a full eight or ten hours even though this
11 work would continue into the next shift.
12 c. An Employee may not use AC time or vacation to make up lost time.
13 d. An Employee will be paid for actual hours worked at his/her
14 scheduled rate of pay.
15 e. A late occurrence shall not create an overtime opportunity for the
16 late Employee. No grievances will be filed by other Employees
17 claiming overtime infringements should an Employee elect to work
18 his/her full shift and the time worked extends into another shift.

19 2. of between one and two hours shall be managed and recorded as follows:

- 20 a. An Employee may complete any time left on his/her shift only.
21 b. An Employee may not use AC time or vacation to make up lost
22 time.
23 c. An Employee will be paid for hours worked at his/her scheduled rate
24 of pay.

25 3. Late occurrences will be recorded in a 180 day rolling time frame as
26 follows:

- 27 a. 1st through 5th occurrence – Employee and chief initial the time
28 sheet/late report card.

1 b. 6th occurrence – one day suspension without pay.

2 c. 7th occurrence – discharge, treated as a major infraction as defined
3 in Article 4.

4 D. Unexcused absences (over two hours) shall be managed and recorded as 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 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 day suspension within 180 days of the
19 occurrence that resulted in the first suspension shall result in discharge.

20 F. Extenuating circumstances will be considered. Any request by an Employee to
21 have a late occurrence or unexcused absence removed from the attendance management record must
22 be presented to the chief in writing, within five working days of the occurrence. An Employee that
23 has a late occurrence or unexcused absence that has been removed from the attendance management
24 record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost
25 time.

26 G. METRO and the UNION agree to review this Section on an annual basis.

27 **SECTION 13 – FACILITIES TRAINING COMMITTEE**

28 A. The purposes of the Facilities Training Program are to maintain an on-the-job

1 training program for Transit Employees leading to journey level status or promotional opportunities
2 in selected classifications within Facilities Maintenance Sections and to offer these Employees an
3 opportunity to advance into skilled positions at a high level of proficiency.

4 **B.** The start date of an Employee's Facilities Training Program will be his/her
5 classification seniority date.

6 **C.** The details of the Facilities Training Program will be developed by the Facilities
7 Training Committee comprised of an equal number of representatives from the UNION and METRO.
8 If the committee foresees a vacancy in a journey level classification, it may establish a trainee
9 position in such classification.

10 **D.** A trainee who is successful in the program will be retained in his/her original
11 classification until an opening occurs in the journey level classification for which he/she trained.
12 Such Employee will be used to back fill in the journey level classification by classification seniority.

13 **E.** A trainee who is not successful in the program will be retained on the payroll and
14 returned to his/her former job classification with no loss of seniority, rights or benefits.

15 ***SECTION 14 – LABOR-MANAGEMENT RELATIONS COMMITTEE***

16 **A.** METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-
17 Management Relations Committee (FLMRC) is established and authorized, consistent with
18 applicable laws and the terms of this AGREEMENT. The committee will be composed of the
19 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance
20 Executive Board Officer, and two UNION appointed members with an equal number appointed by
21 Facilities Management, including a supervisor/chief of Radio Maintenance. This committee shall
22 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of
23 this committee shall be implementation, discussion and resolution of working conditions, updates to
24 the notebook entitled Policies, Procedures, and Guidelines, issues/problems of METRO
25 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or
26 problems of contract administration other than formal grievances which are being processed, and
27 other matters of mutual concern.

28 **B.** METRO shall inform the UNION of changes in the Power and Facilities notebook

1 entitled Policies, Procedures, and Guidelines after review and acceptance by the FLMRC and prior to
2 the implementation of said changes.

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1 **ARTICLE 19: REVENUE COORDINATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. Revenue Coordinators shall include all Employees in the classification of Revenue
4 Coordinator.

5 B. Work historically or traditionally performed by Revenue Coordinators will be
6 performed by Employees assigned to that classification.

7 ***SECTION 2 – WORK ASSIGNMENTS***

8 A. All shifts in the classification of Revenue Coordinator shall be completed within a
9 continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half
10 hour lunch break.

11 B. The workweek shall consist of five consecutive days with each workday
12 guaranteed at eight hours. There shall be two consecutive RDOs.

13 C. Employees who pick a regular weekly schedule consisting of four 10-hour shifts
14 will be governed by the provisions in Article 13.

15 D. All shifts in the Revenue Coordinator classification, once picked, will not be
16 permanently altered or changed during a shake-up without approval of the affected Employee and the
17 UNION.

18 E. A Revenue Coordinator who is called back to work after his/her regular shift will
19 be guaranteed at least three hours pay at the overtime rate.

20 ***SECTION 3 – PICKS***

21 A. Three times each year, at the request of the UNION, METRO shall post all shifts
22 required for the classification of Revenue Coordinator. Each Employee shall be permitted to select
23 his/her shifts and RDOs in accordance with individual seniority within this classification.

24 B. A UNION representative for Revenue Coordinators shall be present during pick.

25 C. A Revenue Coordinator, who is unable to attend pick, must leave his/her shift
26 preference with the UNION or a shift will be picked for him/her by the UNION. An Employee shall
27 not be compensated for time spent in the pick unless it is during his/her regular work hours. An
28 assignment selected via absentee pick shall not be subject to the grievance/arbitration procedure.

1 **SECTION 4 – VACATION SELECTION**

2 A Revenue Coordinator taking his/her vacation in two or more blocks may select the second
3 block of his/her vacation after all Employees in his/her classification have made their first selection;
4 his/her third selection after all Employees in his/her classification have made their second selection,
5 etc., until all blocks of vacation have been selected.

6 **SECTION 5 – SPECIAL BENEFITS**

7 Each Revenue Coordinator will be provided clean coveralls daily.

8 **SECTION 6 – APPOINTMENTS AND TRAINING**

9 A. When METRO requires additional Revenue Coordinators, candidates for these
10 promotional opportunities shall be selected from Full-Time Transit Operators first, then other Full-
11 Time Employees, on the basis of ability, training, education, experience and job performance, as
12 determined by appropriate testing procedures. Once selected, the candidates shall be placed on the
13 Intermittent Revenue Coordinator List in seniority order as determined by the UNION. Such
14 vacancies shall be posted on METRO bulletin boards for at least two calendar weeks.

15 B. METRO, with input from the Revenue Coordinators, will establish and publish
16 standards for qualification. METRO will determine in each case whether an Intermittent has
17 successfully qualified. Failure to qualify as an Intermittent Revenue Coordinator will result in
18 removal from the Intermittent List and return to the Employee's previous job classification with no
19 loss in seniority.

20 C. When a permanent vacancy occurs within the Revenue Coordinator classification,
21 the position will be filled from the Intermittent List by seniority. Intermittent Revenue Coordinators
22 who receive regular appointments as Revenue Coordinators, shall be subject to a one year
23 probationary period.

24 D. When a vacancy occurs in the Revenue Coordinator classification between picks,
25 Employees working in that classification will be allowed a move-up by seniority. The remaining
26 vacancy will then be filled from the Intermittent List by seniority with first right of refusal.

1 **ARTICLE 20: SPECIAL CLASSIFICATIONS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 Special Classification Employees shall mean all Employees in the following classifications:

- 4 • Accounting Technician I
- 5 • Accounting Technician II
- 6 • Clerk I
- 7 • Clerk II
- 8 • Clerk Typist II
- 9 • Duplicating Equipment Operator
- 10 • Information Distributor
- 11 • Intermediate Clerk
- 12 • Offset Press Operator
- 13 • Operations Security Liaison
- 14 • Senior Clerk
- 15 • Senior Data Entry Clerk
- 16 • Supply Distributor
- 17 • Transfer Room/Warehouse Worker

18 ***SECTION 2 – WORK ASSIGNMENTS***

19 A. The workweek shall consist of five consecutive days, except when an Employee's
20 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
21 workday. Each shift, except where modified by historical practice, will be completed within a
22 continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and
23 two paid 15-minute rest breaks.

24 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
25 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
26 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
27 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

28 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight

1 hours off between shifts and at least 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 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 day or one-
8 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 or more periods shall select the
12 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 hours in the scheduled workday or work on an
21 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
22 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. Over-time 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 \$.75 per hour for swing shift and \$1.00 per hour for

1 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 hours of pay at the overtime rate.
4 An Employee called in before his/her scheduled report time and in conjunction with his/her regular
5 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 hour of pay at the Employee's current rate for four hours or less of
9 instruction in one day.

10 2. Two hours of pay at the Employee's current rate for more than four hours of
11 instruction in one 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 rainsuit, hat and boots.

15 **B.** When an Employee is informed during his/her regular shift that overtime in excess
16 of two hours beyond the end of his/her regular shift will be required, METRO will provide a 30
17 minute unpaid meal period or a 15-minute paid break, upon request.

18 **C.** When an Employee is called in for emergency work two or more hours prior to the
19 start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute
20 paid break, upon request.

21 ***SECTION 8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE***
22 ***WORKER AND SUPPLY DISTRIBUTORS***

23 **A.** Two smocks or two coveralls will be made available to Information Distributors,
24 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 40 hours per week on a flexible
12 work schedule approved by their supervisor.

13 B. Overtime at the rate of time and one-half will be paid for all hours worked in
14 excess of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at
15 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 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 8 do not apply to the classification of Operations Security
22 Liaison. Only Sections 1 and 9 will apply.

ARTICLE 21: CUSTOMER INFORMATION SPECIALISTS (CIS)**SECTION 1 – DEFINITION OF EMPLOYEES**

Customer Information Employees shall mean all Employees in the following classifications:

- Customer Information Specialist
- Senior Customer Information Specialist (including a.m. Senior, Weekend Senior and p.m. Senior)
- Assigned Customer Information Specialist (Assigned CIS)

SECTION 2 – GENERAL CONDITIONS

A. All routine update work dealing with information provided exclusively for, or historically in, the Customer Information Office (CIO) shall be performed by Customer Information Employees as long as the information continues to be provided in the same manner.

B. Senior Customer Information Specialists, Customer Information Specialists and Assigned Customer Information Specialists shall be considered as one 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 Sales and Customer Service Office representatives. The purpose of this committee will be to improve working conditions and work processes in Sales and Customer Services. The committee will meet regularly and during the planning phase of any project that will impact working conditions. The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

SECTION 3 – WORK ASSIGNMENTS

A. The day shift shall be considered the first shift of the day; the swing shift will be considered the second; and the graveyard shift will be considered the third. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

B. The workweek shall consist of five consecutive days, except when a Customer Information Employee's pick makes this impossible. Each Customer Information Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a

1 continuous eight and one-half hour period and will include an unpaid one-half hour lunch and two
2 paid 15-minute breaks. Exceptions to this rule are:

3 • Graveyard shift, which shall be completed within a continuous eight-hour
4 period, so long as it is staffed by only one Customer Information Employee.

5 • Shifts with one hour lunches shall be completed within a continuous nine
6 hour period and will include an unpaid one-hour lunch break and two paid 15-minute rest breaks. No
7 more than 50% of all full-time shifts shall have one-hour lunch breaks.

8 • Assigned Weekday shifts on Thursday or Friday shall be completed within a
9 continuous eleven-hour period and will include an unpaid one-hour lunch break and two paid 15-
10 minute rest breaks.

11 • Assigned Weekend shifts on Saturday or Sunday shall be completed within a
12 continuous 10-1/2 hour period and will include an unpaid one half-hour lunch break and two paid 15-
13 minute rest breaks.

14 A Customer Information Employee who picks a regular weekly schedule consisting of four
15 ten-hour shifts will be governed by the provisions in Article 13.

16 C. Shifts and RDOs shall be arranged so that each Customer Information Employee
17 shall have at least eight hours off between shifts and at least 60 hours off for RDOs; except that
18 Customer Information Specialists, who select extra positions, and Assigned Customer Information
19 Specialists shall have at least 54 hours off for RDOs.

20 D. No more than 20% of all full-time Customer Information Specialist assignments
21 shall be extra positions. A Customer Information Specialist who selects an extra position shall be
22 guaranteed eight hours pay each day.

23 E. Work schedules for extra person and Assigned Specialist positions shall be posted
24 on Tuesday of the week prior to the effective date of the assignment.

25 F. No regular, full-time continuous shift in the Customer Information Office shall be
26 split during the life of this AGREEMENT. No full-time Customer Information Specialist will be
27 required to accept assigned status. No Assigned Customer Information Specialist will be required to
28 accept a split shift without mutual agreement between METRO and the UNION.

1 **G.** METRO may create Telecommuting Shifts, which will be assigned and
2 administered according to guidelines mutually developed and agreed to by METRO and the UNION.

3 **SECTION 4 – PICKS**

4 **A.** Each Customer Information Specialist and Assigned Customer Information
5 Specialist shall select, by seniority, a shift, assigned position or an extra position at each pick. Each
6 Customer Information Specialist and Assigned Customer Information Specialist, who selects a shift,
7 also will be entitled to select, by seniority, his/her two consecutive RDOs, breaks and lunch hours by
8 seniority at the pick. Each Customer Information Specialist and Assigned Customer Information
9 Specialist, who picks an extra position, will be assigned his/her two consecutive RDOs, breaks, and
10 lunch hour.

11 **B.** Senior Customer Information Specialists in positions that have been designated by
12 METRO as permanent assignments, shall not be subject to the pick.

13 **C.** Selection of shift and vacation for Customer Information Specialists and Senior
14 Customer Information Specialists will be determined by seniority earned within the specific
15 classification.

16 **D.** Customer Information Specialist picks will be scheduled in conjunction with
17 Transit Operator picks. Copies of the pick schedule, the shifts, and extra positions available for
18 selection shall be prepared, posted and sent to the UNION at least two weeks prior to the date of the
19 pick.

20 **E.** A UNION representative shall be present during pick.

21 **F.** No change or alteration to any shift which was picked shall be made during a
22 shake-up without consent from the affected Customer Information Employee and the UNION.

23 **G.** Vacancies in the position of Senior Customer Information Specialist will be filled
24 by a CIO Employee with at least two years of experience as a Customer Information Employee.
25 When qualifications and experience are equal, current continuous service as a Customer Information
26 Specialist will be the determining factor.

27 **H.** All available acting weekend Senior Customer Information Specialist positions
28 will be posted at the pick. Two years experience as a Customer Information Employee is preferred.

1 The acting weekend Senior Customer Information Specialists will be selected by seniority on a
2 rotating basis. Such acting assignments will last one shake-up.

3 I. A Customer Information Employee who is unable to attend the pick, may leave with
4 the UNION, an absentee pick form indicating his/her work preferences. Failure to do so will result in
5 the UNION representative picking an assignment for the Customer Information Employee. The
6 UNION representative shall make an effort to select an assignment comparable to the assignment last
7 selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration
8 procedure.

9 J. No Customer Information Employee shall be compensated for time spent in the
10 pick unless it is during his/her regular work hours.

11 K. When a permanent vacancy occurs, Customer Information Employees working in
12 such classification may have a move-up, by seniority, provided such move-up is completed 28 days
13 prior to the next shake-up.

14 L. When METRO determines that an Customer Information Employee will be
15 unavailable for work for an entire shake-up, for any reason, such Customer Information Employee
16 shall not pick a shift. This provision shall include any Customer Information Employee who is
17 detailed or upgraded into job classifications other than his/her own.

18 ***SECTION 5 – VACATION SELECTION***

19 A. Vacations will be picked by seniority as outlined in this Section. Senior Customer
20 Information Specialists will pick from a separate vacation list.

21 B. The vacation pick shall be completed by November 15th each year. The vacation
22 calendar shall remain posted and shall be kept current.

23 C. Vacations may be split into periods of one or more full weeks when this can be
24 arranged at no additional cost to METRO. A Customer Information Employee may elect to take 50%
25 of his/her vacation in one-day or one-hour increments. Requests for use of such vacation must be
26 approved in advance by the supervisor.

27 D. A Customer Information Employee who takes his/her vacation in two or more
28 periods shall select the second period of his/her vacation after all Customer Information Employees in

1 his/her classification have made their first selection; his/her third selection after all Customer
2 Information Employees in his/her classification have made their second selection; etc., until all
3 periods of vacation have been selected.

4 E. At the vacation pick, a Customer Information Employee may select vacation
5 combined with AC in consecutive blocks. A Customer Information Employee may not pick AC
6 unless it is accrued at the time of the vacation pick.

7 F. Any picked vacation not used will be offered to other Customer Information
8 Employees by seniority in the same classification if METRO determines business reasons permit.

9 **SECTION 6 – OVERTIME**

10 A. All hours worked in excess of eight hours in the scheduled workday or on a
11 Customer Information Employee's RDO shall be paid at the overtime rate of one and one-half times
12 the existing straight-time rate of pay for actual overtime hours worked.

13 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
14 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
15 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
16 differential.

17 C. Overtime will be offered on a rotating basis from a Customer Information
18 Employee overtime list. If the list is exhausted or if no Customer Information Employee on the list is
19 reasonably available, overtime will be offered to eligible Pass Sales office (PSO) Employees by
20 seniority on a rotating basis. If no PSO Employee is reasonably available, METRO may assign
21 overtime to Customer Information Employees by inverse seniority.

22 **SECTION 7 – SPECIAL ALLOWANCES**

23 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
24 graveyard shift.

25 B. A Customer Information Employee, who has gone home after his/her regular shift,
26 and who is called back to work and reports for work, will be guaranteed at least three hours of pay at
27 the overtime rate. A Customer Information Employee called in before his/her scheduled report time
28 and in conjunction with his/her regular shift will be paid for actual hours worked. An exception shall

1 be telecommuters, who will be guaranteed one hour of pay at the overtime rate.

2 C. Customer Information Specialists and Assigned Customer Information Specialists
3 shall receive a straight-time premium for assignments instructing another individual as follows:

4 1. One hour of pay at the Customer Information Employee's current rate for
5 four hours or less of instruction in one day.

6 2. Two hours of pay at the Customer Information Employee's current rate for
7 more than four hours of instruction in one day.

8 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
9 out of classification work in the PSO.

10 E. Customer Information Specialist trainees will receive at least 50% of the current
11 top step hourly wage for Customer Information Specialists for actual hours worked until successfully
12 completing training.

13 **SECTION 8 – SPECIAL BENEFITS**

14 A. When a Customer Information Employee is informed during his/her regular shifts
15 that overtime in excess of two hours beyond the end of his/her regular shift will be required, METRO
16 will provide a 30-minute unpaid meal period or a 15-minute paid break, upon request.

17 B. When a Customer Information Employee is called in for emergency work two or
18 more hours prior to the start of his/her regular shift, METRO will provide a 30-minute unpaid meal
19 period or a 15-minute paid break, upon request.

20 **SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS**

21 A. Each Assigned Customer Information Specialist shall receive his/her work
22 assignments from METRO and may work less than an eight hour day and/or 40-hour workweek.

23 B. If METRO and the UNION agree to split shifts, up to one-third of Assigned
24 Customer Information Specialist shifts may be split, with a maximum spread of 12-1/2 hours. The
25 Assigned Customer Information Specialist will be paid at a rate equivalent to time and one-half for
26 spread time in excess of 10-1/2 hours.

27 C. An Assigned Customer Information Specialist who is on active pay status at least
28 80 hours in one calendar month also is eligible for holiday pay as provided in Article 8, for any of the

1 listed holidays which are observed in the succeeding month. In addition, an Assigned Customer
2 Information Specialist may be eligible for a personal holiday, as provided in Article 8, Section 5. An
3 Assigned Customer Information Specialist who works less than 80 hours in one calendar month will
4 not be eligible for holiday pay in the succeeding month. However, such Employee who works on the
5 day of observance of any of the holidays listed in Article 8, Section 4, will be paid at the overtime
6 rate.

7 **D.** An Assigned Customer Information Specialist will accrue sick leave upon
8 qualification.

9 **E.** Not more than 40% of all Customer Information Specialist positions shall be
10 Assigned Customer Information Specialists.

11 **F.** METRO shall offer all new CIS positions to qualified PSO Employees. If there are
12 no qualified PSO applicants, METRO may conduct an open and competitive recruitment to fill the
13 vacancy. Seniority shall determine the order of selection after qualifications have been determined
14 through appropriate criteria and testing methods as defined by METRO. METRO shall determine
15 qualification criteria.

16 **G.** A Senior Customer Information Specialist shall notify Customer Information
17 Specialists of infractions but will not issue discipline or perform formal performance evaluations of
18 Employees.

19 **H.** Senior Customer Information Specialists will monitor Customer Information
20 Specialists on an ongoing/rotating basis. An observation report will be placed in the Customer
21 Information Employee's file only upon request of the Employee.

ARTICLE 22: SUPERVISORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A. A First-Line Supervisor (Supervisor) shall mean a person employed by METRO on a regular full-time continuing basis in any one of the following classifications:

- Base Dispatcher/Planner
- Communications Coordinator
- Schedule Maker
- Service Supervisor
- Transit Instructor

B. A Supervisor in Training (SIT) shall mean an Employee who is training to become a Supervisor.

SECTION 2 – MUTUAL RESPONSIBILITIES

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from Supervisors, is vested exclusively in METRO, limited only by the stated conditions in this Article. 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 – SUPERVISOR-IN-TRAINING

A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Candidates for these positions shall be selected from METRO Full-Time Transit Operators having at least three years of current, full-time driving service. Interested Employees must formally apply through METRO's Transit Human Resources Office within the specific time frame listed. Selection of SIT candidates shall be the sole responsibility of METRO. Candidates shall be selected on the basis of ability, training, education, experience and job performance, as determined by appropriate testing procedures and evaluations, which have been, and will continue to be, developed with input from the Supervisors. Whenever possible, a Supervisor, selected by METRO after consultation with the UNION, will be included in the SIT candidate

1 selection process.

2 **B.** 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 meet eligibility criteria used for the recruitment process at
5 the time of appointment or they will be removed from the list. Once removed from the list, an
6 Operator must wait until the next recruitment and reapply.

7 **C.** SITs will be placed in that classification for twelve months. During the twelve-
8 month period, each SIT will be required to qualify in the Base Dispatcher/Planner and Service
9 Supervisor classifications. Failure to qualify will result in termination as an SIT. Upon completion
10 of training in each area, the SIT will receive a performance evaluation. Upon qualification in all
11 required areas, the SIT will receive a formal review with METRO. An SIT who is terminated or
12 withdraws from any of the required classifications during training will be returned to the Full-Time
13 Transit Operator classification with no loss of seniority.

14 **D.** METRO will establish and publish standards for qualification and, with input from
15 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
16 each required classification.

17 **E.** SIT candidates may be trained before an appointment is available. If such training
18 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT
19 probation requirement and will be credited day for day for purposes of leave accruals, salary step
20 placement and future salary step increases.

21 **F.** An SIT shall not formally train another SIT at any time.

22 **G.** Upon appointment, an SIT shall be subject to a twelve-month probationary period.

23 **H.** An SIT, upon hire date, will receive a voucher for four pair of uniform pants, six
24 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
25 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
26 allowance according to the provision in Section 10, Paragraph B.

27 **I.** An SIT may be assigned to work Service Supervisor or Base Dispatcher/Planner
28 shifts under direct supervision of a Supervisor. Upon successful completion of training in either

1 classification, the SIT may independently work shifts in that classification.

2 J. Upon qualification in either Service Supervisor or Base Dispatcher/Planner
3 classification, the SIT may be placed at the bottom of the relief list in that classification for the
4 remainder of the time s/he is assigned to that classification. Upon qualification in both
5 classifications, an SIT will be assigned work in either classification, at METRO's discretion. When
6 assigned to a relief list, the SIT's assignments will be governed by the provisions of Section 6,
7 Paragraphs E, F and G.

8 K. Upon qualification in both classifications, and by mutual agreement between
9 METRO and the UNION, an SIT may be eligible to fill a vacant Supervisor position by seniority.

10 L. At METRO's discretion, an SIT who has successfully qualified in the Service
11 Quality and Base Dispatcher/Planner classifications may volunteer to qualify in the Transit Instructor
12 or Communication Coordinator classification.

13 M. Upon qualification in a classification, an SIT will be eligible to bid on overtime in
14 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

15 N. Requests for vacation or other paid time off will be granted, as staffing levels
16 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
17 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
18 classification in which the SIT is being trained at the time of vacation.

19 O. The following provisions of this Article shall also apply to SITs: Section 6,
20 Paragraphs I, K and N; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

21 **SECTION 4 – PICKS**

22 A. In the spring and fall of each year, when a facility opens or closes, or when
23 mutually agreed to by METRO and the UNION, all shifts or positions required in the job
24 classifications of Communications Coordinator, Base Dispatcher/Planner, Service Supervisor,
25 Schedule Maker (when a Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph
26 C), and Transit Instructor, will be posted for a general pick. Copies of schedules and assignments to
27 be picked will be posted at all work sites 14 days prior to the pick. METRO also will issue each
28 Supervisor, and the UNION, a copy of this information. After the posting, there will be a review

1 period in which changes may be made by METRO. No changes will be made five days prior to the
2 pick date unless mutually agreed by the UNION and METRO. Implementation of the spring pick will
3 occur between April 1 and April 15 and implementation of the fall pick will occur between October 1
4 and October 15. The two general picks will be held unless a special pick has occurred or is scheduled
5 to occur within 45 days of the general pick.

6 **B.** Shifts will be classified as regular and relief. Employees will be permitted to select
7 shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for
8 pick according to pick guidelines. Pick guidelines will be reviewed in advance by METRO and the
9 UNION.

10 **C.** Supervisors who have not worked in a classification for twelve months may
11 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
12 be considered permanently qualified unless mutually agreed by the UNION and METRO.

13 **D.** A Supervisor may report to the pick room no earlier than 20 minutes prior to
14 his/her pick time to examine available work assignments.

15 **E.** A Supervisor who does not attend the pick must leave, with the UNION, at least
16 four choices of assignments in order of preference. Failure to do so will result in the UNION
17 representative making every effort to select an assignment comparable to the assignment last selected
18 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
19 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
20 working hours.

21 **F.** UNION representation for the Supervisors shall be present during the pick.

22 **G.** All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
23 significant duties, RDOs, or job classification changed during a shake-up without approval of the
24 affected Supervisor(s) and the UNION.

25 **H.** There will be no restriction, except as provided elsewhere in this Article, on the
26 number of Supervisors picking in or out of a particular classification except that the number of
27 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years,
28 picking into the Transit Instructor, or Communications Coordinator classifications will be limited to

1 two in each classification. However, the supervisor of a work unit may exceed this number at his/her
2 discretion. For picks due to the opening or closing of a facility, or changes in facility hours,
3 nonqualified Supervisors will not be allowed to pick into the Transit Instructor, Schedule Maker or
4 Communications Coordinator classifications without prior approval of the supervisor of the work
5 unit.

6 I. If a sufficient number of qualified Supervisors do not voluntarily pick into a
7 particular classification, Supervisors who are currently qualified in that classification will be required,
8 in inverse order of seniority, to pick shifts in that classification. When a Supervisor is forced into a
9 classification because of the language in this Paragraph, there will be a re-pick for all Supervisors
10 with less seniority than the Supervisor who is being forced.

11 J. If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor or
12 Communications Coordinator classification and fails to qualify, his/her vacant shift will be filled by
13 the next most senior Supervisor who desires it, who will be inserted in the section in seniority order.
14 There will be a repick of assignments within the section, starting with the inserted Supervisor. The
15 Supervisor who fails to qualify will fill the resulting vacancy if he/she is qualified to do so. If not,
16 this process will be repeated until there is a vacancy in a classification in which he/she is qualified.
17 He/she may repick the classification in which he/she failed to qualify after a period of two years or
18 with the approval of the supervisor of the work unit.

19 K. At each pick, Supervisors may volunteer in writing to work overtime.

20 L. To be considered qualified as a Communications Coordinator, a Supervisor must
21 successfully complete a qualification process consisting of a training period and two weeks of
22 independent performance of the duties of the position. METRO will determine qualification based on
23 job performance. Supervisors who fail to qualify in this classification will not participate in the
24 qualification process for a period of two years without permission of the supervisor of the work unit.

25 M. In order for a Supervisor to pick the Service Quality or Training Sections or to be
26 on an overtime list in either classification, the Supervisor must have a valid CDL with required
27 endorsement, medical certification or waiver at the time of the pick. Licenses and endorsements will
28 be checked at the pick.

1 N. A Supervisor picking the Transit Instructor classification will pick his/her work
2 location by seniority.

3 O. All block assignments shall have ten hours off between consecutive day's
4 assignments except that in one instance per week per blocked assignment, there may be a minimum
5 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
6 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
7 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
8 assignments shall select one set of the same posted assignment for two consecutive days, a different
9 set of the same posted assignment for another two consecutive days, and a third posted assignment for
10 a single day. Supervisors' selection of blocks may require inclusion of a one-day floating assignment.
11 Should either party be adversely affected by this Paragraph, METRO and the UNION agree to meet
12 and negotiate necessary changes.

13 P. Pick will be governed by the provision of this Section and by guidelines mutually
14 developed and agreed to be the UNION and METRO.

15 ***SECTION 5 – MOVE-UPS***

16 A. When a vacancy occurs during a shake-up in any Supervisor classification, a
17 system-wide seniority move-up will be held within 14 days if METRO elects to fill the vacant shift.
18 Remaining vacant assignments may be offered in seniority order to SITs who are qualified in all
19 required classifications. If there is a remaining vacancy in the Communications Coordinator
20 classification not filled by a move-up, METRO may fill the vacancy with the lowest seniority
21 Supervisor who is qualified in the classification and who is not already assigned to the
22 Communications Coordinator classification. Once a Supervisor is forced into the classification
23 because of the language of this Paragraph, shifts will be picked by seniority starting with the forced
24 Supervisor.

25 B. Move-ups may not be requested within eight weeks of the effective date of a shake-
26 up.

27 ***SECTION 6 – WORK ASSIGNMENTS***

28 A. All job classifications except for Transit Instructor, Supervisor-in-Training and

1 Schedule Maker shall have regular shifts and relief shifts. All shifts will be available for pick
2 according to the pick guidelines.

3 **B.** All assignments in the classification of Schedule Maker and Transit Instructor shall
4 be completed within a continuous eight hour period, unless the assignment is designated for an
5 unpaid 30-minute lunch break.

6 **C.** All Base Dispatcher/Planner shifts shall be straight through, unless mutually
7 agreed by the UNION and METRO. Communications Coordinator assignments shall have no more
8 than one split shift, except that up to three split shifts may be added to coordinate Rapid Ride service.
9 Service Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100%
10 straight-through on nights, weekends and holidays when Sunday schedules are operating. A night
11 shift shall be defined to be any shift completed after 8:00 p.m. Relief Supervisors in the Service
12 Quality Section shall be guaranteed 70% straight-through shifts on weekdays, unless waived by the
13 Relief Supervisor, and 100% straight-through on nights, weekends and holidays when Sunday
14 schedules are operating. Temporary split extra assignments may be assigned to the relief list,
15 however, a Relief Supervisor cannot be required to work a split extra assignment for more than two
16 consecutive weeks.

17 **D.** Regular shifts shall consist of five consecutive days of work within a specific
18 classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall be
19 two consecutive days. Four Forty shifts shall consist of four consecutive days of work within a
20 specific classification, with each workday guaranteed ten hours. All regular shifts in the
21 classifications of Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will
22 be assigned in their entirety unless otherwise approved by the unit supervisor. When a shift is
23 cancelled, the unit supervisor will notify the UNION.

24 **E.** Relief shifts will be guaranteed 40 hours of work per work week, with an eight-
25 hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each
26 pay period for the following pay period. There will be two consecutive RDOs for each 40-hour week,
27 except for Relief Supervisors with Friday and Saturday RDO combinations switching to another RDO
28 combination or vice versa. RDOs will not be changed or cancelled without the consent of the

1 affected Supervisor, except in an emergency. The RDOs for Relief Supervisors may change each pay
2 period as a result of the availability of assignments.

3 **F.** Prior to the end of each pay period, each Relief Supervisor will pick his/her
4 assignment for the next pay period from the known available assignments and available RDOs, by
5 seniority. Assignments with four or five days of the same shift number available in one pay week
6 (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week will be
7 picked separately. Assignments selected the first week will not affect selections in the second week,
8 except where minimum time off between shifts and/or 54 hours off for RDOs would be
9 compromised. Block assignments may be broken up with shifts selected individually by the Relief
10 Supervisor.

11 **G.** If there are not enough work assignments for all Relief Supervisors to choose
12 from, extra assignments may be created. METRO may change a Relief Supervisor's extra assignment
13 by up to eight hours, provided the change is made at least twelve hours before the start time of the
14 Supervisor's extra assignment, except as provided in Paragraph I. In an emergency, or with the Relief
15 Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more than four
16 hours and with less than twelve hours notice. Relief Supervisors who have picked extra assignments
17 must check in between twelve and eight hours prior to the scheduled start of the extra assignment to
18 find out if there is a change.

19 **H.** Scheduled Transit Instructor work will be selected by seniority by qualified Transit
20 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested
21 change is approved by the unit supervisor. METRO may modify an Instructor's work assignments to
22 meet training needs. To balance workload, METRO may require one or more Instructors from one
23 worksite to work at a different worksite. Such assignments will be made to qualified Instructors in
24 inverse seniority, unless a more senior qualified Instructor volunteers for the assignment.

25 **I.** All Supervisors shall have at least 54 hours scheduled off for their two consecutive
26 RDOs.

27 **J.** METRO will determine the number of relief shifts in each classification, but the
28 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all

1 shifts in that classification; however, not less than three at METRO's option.

2 **K.** METRO agrees to assign all special assignments, tasks and projects by giving
3 equal consideration to the Supervisor's education, ability and experience as it applies to each
4 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply
5 for and selection shall be based on the above criteria if the special assignment, task or project is to
6 exist for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
7 assignment, task or project will be rotated among those Supervisors who applied and who meet the
8 above criteria, provided the rotation does not result in project delay. METRO also recognizes the
9 need for ongoing optional training programs which will allow Supervisors to become better qualified
10 for their present work assignments or for advancement.

11 **L.** Any work that has been historically or traditionally performed by Supervisors will
12 not be performed by any other Employee or individual.

13 **M.** On a Holiday when METRO operates a Sunday schedule, Base Operations Utility
14 and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
15 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each
16 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled
17 Supervisor for that shift will be off with Holiday pay. If a Utility or Planner/Utility shift is not
18 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift or
19 taking the day off with Holiday pay. If the regularly scheduled Supervisor chooses not to work that
20 shift, the shift will be filled by the normal Relief Supervisor assignment and overtime assignment
21 processes.

22 **N.** When a shift remains unfilled within one hour of the start time of the shift and
23 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
24 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
25 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
26 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,
27 Supervisor qualification, business requirements and the Supervisor's desire to change work
28 assignments.

1 O. METRO may require up to four Supervisors to train in each of the Communication
2 Coordinator and Transit Instructor classifications during each shake-up. Volunteers, in seniority
3 order, will be selected for the training. If there are not enough volunteers to fill designated training
4 requirements, Supervisors may be required to train. If a Supervisor is required to train as a
5 Communications Coordinator, he/she will be selected in inverse seniority order from Supervisors who
6 have four or more years of seniority and who have not had a previous opportunity to train as a
7 Communications Coordinator. If a Supervisor is required to train as a Transit Instructor, he/she will
8 be selected in inverse seniority order from Supervisors who have not had a previous opportunity to
9 train as a Transit Instructor. A Supervisor who fails to qualify will return to his/her picked
10 assignment. For the purpose of this Paragraph, years of seniority will be calculated from the date of
11 appointment as an SIT and adjusted day-for-day for any time spent in excess of 90 consecutive
12 calendar days on either military leave (unless required otherwise by law) and/or in a layoff status.

13 ***SECTION 7 – SPECIAL ALLOWANCES***

14 A. Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one
15 workday, providing that premium time is not already being paid, in which case spread time will be
16 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread
17 assignment.

18 B. Any Supervisor working in the Communications Coordinator classification will
19 receive a 5% differential added to his/her wage rate for all time worked in that classification.
20 Effective with the first day of Spring 2008 shakeup, any Supervisor working a window shift as a Base
21 Dispatcher/Planner will receive a 5% differential added to his/her wage rate for all time worked in
22 that capacity.

23 C. A Supervisor shall receive two hours straight-time pay for each shift during which
24 he/she instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or
25 retraining for which METRO requires a written evaluation. This pay will be contingent on the
26 completion of an evaluation of the trainee's performance.

27 ***SECTION 8 – OVERTIME***

28 A. All hours worked in excess of eight hours on a regular workday shall be paid at the

1 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

2 **B.** Any work performed on a RDO shall be paid at the overtime rate with minimum
3 pay of four hours. No Supervisor will be required to work on his/her RDO except in an extreme
4 emergency.

5 **C.** All overtime will be assigned according to guidelines mutually developed and
6 agreed to by METRO and the UNION.

7 **D.** Posted special event assignments will be available for pick by those Supervisors
8 selecting either the Service Supervisor or Communications Coordinator classifications. These
9 assignments will be known as future overtime and will be credited to the Supervisor in advance and
10 combined with hours actually worked.

11 ***SECTION 9 – VACATION SELECTION***

12 The selection of vacation will follow those guidelines set for vacation selection and accrual in
13 Article 9 with the following exceptions:

14 **A.** At the spring pick, Supervisors will select vacations in increments of no less than
15 five days, in order of Supervisor seniority in each classification. After all first choices are filled by
16 seniority, second, third, fourth and fifth choices will be selected in that order by seniority within each
17 classification. Appropriately accrued vacation will be used in the selection of these periods.

18 **B.** At the fall pick, if a Supervisor picks into a classification, as set forth in Section 1,
19 other than the one for which he/she has selected his/her fall vacation, and his/her fall vacation period
20 is full in the newly picked classification, he/she may not bump a person with lower seniority who has
21 already selected that period in that classification. Such Supervisor will select another vacation period
22 from the remaining periods in the new classification. Appropriately accrued vacation will be used in
23 the selection periods.

24 **C.** The number of Supervisors within a classification allowed on vacation during the
25 same period shall be at least 14% of the number of Supervisors in that classification, including SITs
26 projected to be in the classification on June 30. However, during Full-Time Operator pick, the
27 minimum number of Base Dispatcher/Planners allowed on vacation shall be reduced by two except
28 during the August Full-Time Operator pick when it will be reduced by one. Qualified Relief

1 Supervisors and/or one-third of all Instructors may be required to work in other classifications to fill
2 vacation reliefs, by inverse seniority.

3 **SECTION 10 – SPECIAL BENEFITS**

4 A. Upon the approval of the work unit or base supervisor, at least one Supervisor per
5 day in each classification shall be allowed to use a personal holiday.

6 B. Annually, on the fourth Monday in January, a uniform allowance payable by
7 voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year
8 shall be available for each Supervisor. The maximum uniform allowance balance which may be
9 carried over into the next year is \$500. The uniform voucher may be used only to purchase
10 authorized uniform items. When a Supervisor needs to replace his/her all-weather parka or jacket due
11 to normal wear and tear, METRO will issue a voucher for its replacement. In addition to the above
12 allowances, a Supervisor may be reimbursed once each calendar year for one pair of personal work
13 shoes costing up to an amount of six times the top step of the Base Dispatcher/Planner wage. To
14 receive reimbursement the shoes must meet the current standards of uniform footwear for
15 Supervisors.

16 1. A Supervisors' Uniform Committee shall be appointed to maintain or
17 modify all Supervisors' clothing and appearance standards.

18 2. All necessary foul weather gear will be provided by METRO.

19 **SECTION 11 – GENERAL**

20 A. All Supervisors working in the classifications of Transit Instructor,
21 Communications Coordinator, Service Supervisor and Supervisor-in-Training will receive hands-on
22 orientation on all coach or coach-related equipment within 90 days of its use in service. Those
23 Supervisors who are directly involved in the operation/service of the special equipment will receive
24 orientation or training on such equipment.

25 B. It is METRO's responsibility that all Supervisors will be trained and certification
26 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
27 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

28 C. METRO and the UNION will establish a Supervisors Advisory Committee for the

1 purpose of exploring and responding to issues of mutual concern to METRO and the Supervisors.

2 D. METRO and the Supervisors will develop a complete written description of the
3 duties and responsibilities of each shift, to be made available at each pick.

4 E. For all classifications as set forth in Section 1: METRO will determine the number
5 of Supervisors allowed to have time off through AC book procedures and will accommodate
6 Supervisor requests consistent with daily staffing requirements. AC book procedures will be
7 consistent in all classifications. Requests for AC days may not be entered into the AC book more
8 than one calendar month in advance of the day(s) off desired.

9 F. A Supervisor may use his/her current vacation accrual in single-day increments
10 with the approval of his/her immediate supervisor.

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1 **ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 3 • Senior Schedule Planner
- 4 • Transit Information Planner
- 5 • Operations Support System (OSS) Coordinator
- 6 • Scheduling Technical Information Processing Specialist III

7 ***SECTION 2 – GENERAL CONDITIONS***

8 A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators will
9 be Fair Labor Standards Act (FLSA) exempt Employees who may work flexible schedules. An
10 Employee may work an alternative work schedule, which may include but is not limited to: 4/40,
11 flexible work hours, compressed work week, telecommuting and/or job share arrangements upon
12 approval of his/her supervisor. FLSA-exempt Employees may be granted up to a maximum of ten
13 days executive leave annually, to be administered according to King County policy.

14 B. When there is a regular vacancy in the Senior Schedule Planner classification, it
15 will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the
16 vacancy based on seniority, work knowledge and work performance. The remaining vacant
17 assignment will be subject to recruitment and will be filled by a Supervisor or an OSS Coordinator,
18 based on merit. If no Supervisor or OSS Coordinator applies during a recruitment to fill a regular
19 vacancy, METRO may then recruit for and select from other qualified candidates within the
20 Bargaining Unit.

21 C. At every regular Supervisor pick, one Senior Schedule Planner position will be
22 used for Supervisor training. METRO will solicit letters of interest from Supervisors and OSS
23 Coordinators to temporarily fill this Senior Schedule Planner position. The Senior Planner position is
24 intended to provide Supervisors or OSS Coordinators with training opportunities in the Schedule
25 Unit. If there are multiple candidates for this training position, METRO will make a selection using a
26 merit based selection process. If there are no applicants for this training position, the position will be
27 filled as a Schedule Maker position and posted no later than six days prior to Supervisor pick, in
28 accordance with Supervisor pick guidelines. In order to provide for an orderly transition, there will

1 be a brief period of overlap between the Supervisor completing his/her training period and the next
2 Supervisor selected to begin his/her training, in order for the new trainee to become qualified.

3 **D.** When there is a regular vacancy in the OSS Coordinator classification it will be
4 filled by a Supervisor or a Senior Schedule Planner. METRO will use a merit-based selection process
5 to determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
6 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select
7 from other qualified candidates within the bargaining unit.

8 **E.** When an OSS Coordinator is required to work on a holiday, he/she will have
9 another day off with pay on a day mutually agreed to by the Employee and his/her supervisor.

10 **F.** Employees listed in Section 1 will receive a second personal holiday to be used in
11 the payroll year in lieu of the holiday for Lincoln's Birthday defined in Article 8, Section 4. The use
12 of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

1 **ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS (WFSC)**

2 When the WFSC resumes service, Employees who work on the WFSC will become part of
3 METRO's Rail Section. In anticipation of this change, the parties agree that Article 24 of the
4 collective bargaining agreement that was in effect between November 1, 2004, and October 31, 2007,
5 is hereby removed from this AGREEMENT. It is understood that deleted text of former Article 24
6 will serve as a starting point for negotiations for a future article for Conductors in the Exhibit D.
7 Unless mutually agreed otherwise, negotiations to establish the contents of an article for Conductors
8 will begin at least six months prior to METRO reinstating service on the WFSC.

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1 **ARTICLE 25: PASS SALES OFFICE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 PSO Employees shall mean all Employees in the following classifications:

- 4 • Pass Sales Representative (PSR)
- 5 • Assigned Pass Sales Representative (Assigned PSR)
- 6 • Senior Accounting Representative

7 ***SECTION 2 – GENERAL CONDITIONS***

8 A. An operations manual for each area of PSO will specify applicable policies and
9 procedures. Such policies and procedures shall not conflict with the provisions of this
10 AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete,
11 updated manual will be available to all PSO Employees.

12 B. METRO and the UNION agree to establish a Joint Working Conditions Committee
13 comprised of equal numbers of METRO management and UNION-appointed Sales and Customer
14 Services representatives. The purpose of this committee will be to improve working conditions and
15 work processes in Sales and Customer Services. The committee will meet regularly and during the
16 planning phase of any project that will impact working conditions. The UNION-appointed
17 representatives on the committee shall be paid by METRO at the appropriate rate.

18 ***SECTION 3 – WORK ASSIGNMENTS***

19 A. The workweek shall consist of five consecutive days, except when an Employee's
20 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
21 workday. Each shift, except where modified by historical practice, will be completed within a
22 continuous eight and one-half hour period and will include an unpaid one-half hour lunch and two
23 paid 15-minute breaks.

24 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
25 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
26 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
27 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

28 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight

1 hours off between shifts and at least 60 hours off for RDOs.

2 **SECTION 4 – PICKS**

3 A. Each PSR will select his/her position at a time scheduled in conjunction with
4 Transit Operator picks. Positions at the Sales Counter, Metro Customer Stop and 624-PASS will be
5 available for pick. At pick a volunteer list for qualified PSRs will be posted for backfill purposes for
6 short term vacancies.

7 B. During his/her probationary period, each PSR will receive training in each of the
8 following areas: Sales Counter or Metro Customer Stop and 624-PASS. A PSR will not participate
9 in the pick until his/her training period is completed and he/she is qualified in all work areas. A PSR
10 trainee who completes his/her training and is qualified in all work areas will pick a vacant position by
11 seniority for the remainder of the current shake-up.

12 C. Copies of the proposed pick schedules and shifts will be posted for review 21
13 calendar days prior to the start of the pick. Changes in the posting may not be made less than five
14 days prior to the pick. A UNION representative shall be present during the pick.

15 D. A PSR who is unable to attend the pick may leave an absentee pick form indicating
16 his/her work preferences with the UNION. Failure to do so will result in the UNION representative
17 picking an assignment for the Employee. The UNION representative will make an effort to select an
18 assignment comparable to the assignment last selected at pick. Selections made by the UNION will
19 not be subject to the grievance/arbitration procedure. Employees shall not be compensated for time
20 spent in the selection process, unless it is during their regular work hours.

21 E. When METRO determines that a PSO Employee will be unavailable for work for
22 an entire shake-up, for any reason, that PSO Employee shall not pick a shift. This provision shall
23 include PSO Employees who area detailed or upgraded into job classifications other than their own.

24 **SECTION 5 – FILLING VACANCIES**

25 A. A short term vacancy is defined as a vacancy lasting for five or fewer working
26 days; a temporary vacancy is defined as a vacancy lasting for more than five working days. A
27 permanent vacancy is defined as a vacancy for which there is a hiring process.

28 B. At pick PSRs qualified in all PSO work areas will have the opportunity to be on a

1 volunteer list for backfill of short term vacancies. If there are no volunteers available, such work will
2 be assigned by inverse seniority on a rotating basis. A record of the rotating inverse seniority list
3 shall be posted and kept updated.

4 C. If a temporary vacancy is to be filled, it shall be filled by detail assignment. PSO
5 Employees who are qualified and willing to do the work shall be given first consideration. Seniority,
6 workload and staffing needs shall be the determining factors in filling the position. If no PSO
7 Employee volunteers are available, the position will first be assigned to PSO Employees by inverse
8 seniority on a rotating basis, then to qualified volunteers from Customer Information. If no qualified
9 Employees are reasonably available, outside help will be used. The UNION will be advised when
10 outside help is called.

11 D. METRO shall offer all new PSR positions to qualified CIO Employees. If there
12 are no qualified CIO applicants, METRO may conduct an open and competitive recruitment to fill the
13 vacancy. Seniority shall determine the order of selection after qualifications have been determined
14 through appropriate criteria and testing methods as defined by METRO. METRO shall determine
15 qualification criteria.

16 E. When a permanent vacancy occurs, PSO Employees working in such classification
17 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
18 shake-up.

19 **SECTION 6 – OVERTIME**

20 A. Overtime will be offered by seniority on a rotating basis from a PSO Employee
21 overtime list. If the list is exhausted or if no PSO Employee on the list is reasonably available,
22 overtime will be offered to eligible CIO Employees by seniority on a rotating basis. If no CIO
23 Employee is reasonably available, METRO may assign overtime to PSO Employees by inverse
24 seniority.
25

26 B. All hours worked in excess of eight hours in the scheduled workday or work on a
27 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
28 straight-time rate of pay of the classification for actual overtime hours worked.

1 C. Overtime on day shift extending into swing shift shall be paid with no hourly shift
2 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
3 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
4 differential.

5 **SECTION 7 – SPECIAL ALLOWANCES**

6 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
7 graveyard shift.

8 B. A PSO Employee who has gone home after his/her regular shift, and who is called
9 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
10 A PSO Employee called in before his/her scheduled report time and in conjunction with his/her
11 regular shift will be paid for actual hours worked.

12 C. PSRs and Assigned PSRs shall receive a straight-time premium for instructing
13 individuals as follows:

14 1. One hour of pay at the PSO Employee's current rate for four hours or less of
15 instruction in one day.

16 2. Two hours of pay at the PSO Employee's current rate for more than four
17 hours of instruction in one day.

18 D. PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour
19 for out of classification work in the CIO.

20 **SECTION 8 – SPECIAL BENEFITS**

21 A. When a PSO Employee is informed during his/her regular shift that overtime in
22 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
23 30-minute unpaid meal period or a 15-minute paid break, upon request.

24 B. When a PSO Employee is called in for emergency work two or more hours prior to
25 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
26 paid break, upon request.

27 C. Each PSO Employee required to work in a transit center or at a permanent satellite
28 customer stop will be provided with a telephone.

1 D. METRO shall maintain a silent alarm system at all METRO-operated pass sales
2 counters.

3 **SECTION 9 – VACATION SELECTION**

4 A. Vacations will be picked by seniority as outlined in this Section. Senior
5 Accounting Representatives will pick from a separate vacation list.

6 B. The vacation pick shall be completed by November 15th each year. The vacation
7 calendar shall remain posted and shall be kept current.

8 C. Vacations may be split into periods of one or more full weeks when this can be
9 arranged at no additional cost to METRO. A Pass Sales Office Employee may elect to take 50% of
10 his/her vacation in one-day or one-hour increments. Requests for use of such vacation must be
11 approved in advance by the supervisor.

12 D. A PSO Employee who takes his/her vacation in two or more periods shall select
13 the second period of his/her vacation after all PSO Employees in his/her classification have made
14 their first selection; his/her third selection after all PSO Employees in his/her classification have
15 made their second selection; etc., until all periods of vacation have been selected.

16 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
17 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the
18 vacation pick.

19 F. Any picked vacations not used will be offered to other PSO Employees by seniority
20 in the same classification if METRO determines business reasons permit.

21 **SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING**

22 **REPRESENTATIVES**

23 A. Each Assigned PSR shall receive his/her work assignments from METRO and may
24 work less than an eight hour day and/or 40 hour work week.

25 B. No regular, full-time continuous shift in the Pass Sales Office shall be split during
26 the life of this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR
27 will be required to accept a split shift without mutual agreement between METRO and the UNION.

28 C. An Assigned PSR who is on active pay status at least 80 hours in one calendar

1 month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are
2 observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
3 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
4 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR
5 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid
6 at the overtime rate.

7 **D.** An Assigned PSR will accrue sick leave upon qualification.

8 **E.** Not more than 25% of all PSO positions shall be Assigned Pass Sales
9 Representatives.

10 **F.** If METRO and the UNION agree to split shifts, up to one-third of Assigned PSR
11 shifts may be split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a
12 rate equivalent to time and one-half for spread time in excess of 10-1/2 hours.

13 **G.** Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
14 infractions but will not issue discipline or perform formal performance evaluations of PSO
15 Employees.

16 **H.** Vacancies in the position of Senior Accounting Representative will be filled by a
17 PSO Employee with at least two years of experience as a Pass Sales Representative. When
18 qualifications and experience are equal, continuous service as a Pass Sales Representative will be the
19 determining factor.

1 **ARTICLE 26: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3 Temporary Employee shall mean a person who is employed for a period of time not to exceed
4 six months. However, Temporary Employees may be used for a maximum period of twelve months
5 if mutually agreed to by METRO and the UNION.

6 Project Temporary Employee shall mean a person who is employed for a period of time
7 expected to exceed 1,040 hours in a rolling twelve month period but not to exceed two years on a
8 special project.

9 ***SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE***

10 A full-time Temporary Employee or Project Temporary Employee who is selected by METRO
11 for a permanent position in the same classification shall serve a six-month probationary period;
12 however, if the Employee has 90 or more days of continuous temporary employment in the
13 classification at the time of selection, the probationary period shall be reduced to three months.

14 ***SECTION 3 – WAGES AND BENEFITS***

15 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
16 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
17 after working more than eight hours in one day, 40 straight-time hours in one workweek and/or for
18 hours worked on holidays.

19 B. The employment period will count for pay purposes and the service will count for
20 seniority accrual and continuous service credit only during a single period of temporary employment;
21 provided, however, when a Temporary Employee or Project Temporary Employee is laid off by
22 METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as
23 continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged
24 will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent,
25 Project Temporary, or Temporary Employee.

26 C. A Temporary Employee with less than 90 days of service is not eligible for any
27 Employee benefits.

28 D. A Temporary Employee who is employed for 90 days or longer continuous service

1 and who works full-time shall be eligible, beginning the first of the month following the 90-day
2 anniversary, for medical, dental and optical benefits; sick leave, holidays and vacation.

3 E. A Temporary Employee whose employment is extended beyond 1,040 hours in a
4 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
5 start dates of benefits).

6 F. A Project Temporary Employee is eligible for benefits from the date of hire (based
7 on established start dates).

8 G. Temporary employees will not be used to fill regular career service positions
9 except as provided in Article 3, Section 13.

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1 **ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

2 ***SECTION 1 – MODIFICATION PROVISION***

3 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
4 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
5 as such, and signed by the Director of the Department of Transportation/designee and the UNION
6 President/Business Representative/designee.

7 ***SECTION 2 – SAVINGS CLAUSE***

8 Should any provision of this AGREEMENT be rendered or declared invalid because of any
9 existing or subsequent legislation or by any court decision, the remaining provisions of this
10 AGREEMENT shall continue in full force and effect. Both parties agree to immediately attempt to
11 renegotiate such invalidated provisions to comply with the law.

1 **ARTICLE 28: TERM OF AGREEMENT**

2 This AGREEMENT shall become effective November 1, 2007 and shall remain in full force
3 and effect until October 31, 2010. Not later than August 1, 2010, either party wishing to modify the
4 terms of this AGREEMENT shall notify the other party in writing setting forth their proposal for
5 modification.

6
7 **APPROVED** this _____ day of _____, 2008

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11 By: _____
12 The Honorable Ron Sims
13 King County Executive

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17 AMALGAMATED TRANSIT UNION
18 LOCAL 587

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22 Lance F. Norton
23 President/Business Representative
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EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Operators

Transit Operator	\$26.10
Full-Time Transit Operator Trainee (50% of Top Step Transit Operator)	\$13.05

Vehicle Maintenance

Assistant Utility Service Worker (80% of USW)	\$15.64
Electronic Technician	\$29.85
Equipment Dispatcher	\$25.80
Equipment Painter	\$29.85
Equipment Service Worker/Stores Driver	\$24.24
Equipment Service Worker	\$24.24
*Lead Electronic Technician	\$32.84
*Lead Equipment Painter	\$32.84
*Lead Equipment Service Worker	\$26.66
*Lead Maintenance Machinist	\$32.84
*Lead Mechanic	\$32.84
*Lead Purchasing Specialist	\$28.63
*Lead Sheet Metal Worker	\$32.84
*Lead Transit Parts Specialist	\$27.72
*Lead Vehicle Upholsterer	\$32.84
Maintenance Machinist	\$29.85
Mechanic	\$29.85
Mechanic Apprentice (5 step wage progression)	\$29.85
Metal Constructor	\$29.85
Millwright	\$29.85
Paint Preparation Technician (85% of Equipment Painter)	\$25.37
Purchasing Specialist	\$26.03
Purchasing Specialist NRV	\$26.03
Senior Stores Clerk	\$23.90
Sheet Metal Worker	\$29.85

1 **TITLE**

2	Transit Parts Specialist	\$25.20
3	Utility Service Worker	\$19.55
4	Utility Service Worker (Driver - \$0.70 above USW)	\$20.25
5	Utility Service Worker (Driver CDL- \$1.00 above USW)	\$20.55
6	Vehicle Damage Estimator (10% above Sheet Metal Worker)	\$32.84
7	VM Technical Information Process Specialist III	\$23.90
8	VM Technical Information Process Specialist III Stores	\$23.90
9	Vehicle Upholsterer	\$29.85
	<i>* 10% above non-lead positions</i>	
10	Facilities Maintenance	
11	Building Operating Engineer	\$29.85
12	Carpenter	\$29.85
13	Equipment Operator	\$26.18
14	Facilities Maintenance Trainee	\$23.54
15	Facilities Maintenance Worker	\$18.96
16	Grounds Specialist	\$25.22
17	*Lead Building Operating Engineer	\$32.84
18	*Lead Carpenter	\$32.84
19	*Lead Grounds Specialist	\$27.74
20	*Lead Maintenance Constructor	\$32.84
21	*Lead Maintenance Painter	\$32.84
22	*Lead Maintenance Signage Specialist	\$27.07
23	*Lead Radio Equipment Specialist	\$35.66
24	*Lead Transit Custodian	\$23.44
25	*Lead Utility Laborer	\$25.92
26	Maintenance Constructor	\$29.85
27	Maintenance Painter	\$29.85
28	Maintenance Signage Specialist	\$24.61
	Purchasing Specialist	\$26.03
	Radio Equipment Specialist	\$32.42
	Transit Custodian I	\$19.34
	Transit Custodian II	\$21.31

1 **TITLE**

2	Transit Electronics Communication Technician	\$23.33
3	Utility Laborer	\$23.56
4	<i>*10% above non-lead position</i>	
5	Revenue Coordinators	
6	Revenue Coordinator	\$26.79
7	Special Classifications	
8	Accounting Technician I	\$20.50
9	Accounting Technician II	\$23.28
10	Clerk I	\$16.74
11	Clerk II	\$18.20
12	Clerk Typist II	\$18.20
13	Duplicating Equipment Operator	\$24.35
14	Information Distributor	\$21.60
15	Offset Press Operator	\$25.25
16	Operations Security Liaison	\$32.07
17	Senior Clerk	\$22.79
18	Supply Distributor	\$18.30
19	Transfer Room/Warehouse Worker	\$25.20
20	Sales and Customer Service	
21	*Assigned Rider Information Specialist	\$21.72
22	Assigned Customer Information Specialist	\$22.50
23	*Rider Information Specialist	\$21.72
24	Customer Information Specialist	\$22.50
25	*Senior Rider Information Specialist	\$23.85
26	Senior Customer Information Specialist	\$24.63
27	*Customer Assistance Representative (CAR)	\$21.72
28	Pass Sales Representative	\$22.50
29	*On-Call Customer Assistance Representative	\$21.72
30	Assigned Pass Sales Representative	\$22.50
31	*Senior Accounting Representative (Pre-Reorganization)	\$24.02
32	Senior Accounting Representative (Post-Reorganization)	\$24.79
33	*Senior Customer Assistance Representative	\$23.85

1 **TITLE**

2 ***These positions are to be eliminated during the 1st year of**
 3 **the AGREEMENT**

4 **Supervisors**

5	*Base Dispatcher/Planner (when working the window)	\$34.51
6	Base Dispatcher/Planner (when working as utility or planner)	\$32.87
7	*Communications Coordinator	\$34.51
8	Schedule Maker	\$32.87
9	Service Supervisor	\$32.87
10	Supervisor-in-Training (90% of Supervisor)	\$29.58
11	Transit Instructor	\$32.87

12 *** 5% above Service Supervisor**

13 **Schedule Section and OSS Coordinators**

14	OSS Coordinator	\$42.03
15	Scheduling Technical Information Processing Specialist III	\$23.90
16	Senior Schedule Planner	\$42.03
17	Transit Information Planner	\$33.81
18	Transit Schedule Planner	\$33.79

EXHIBIT B – STATE AND CITY RETIREMENT PLANS

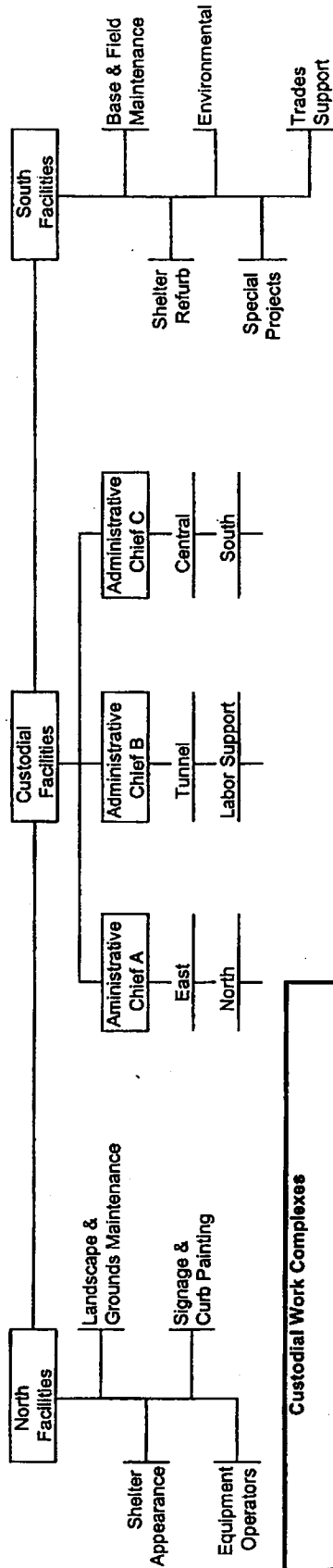
Questions regarding State or City retirement should be directed to METRO's Benefits and Records Office or to the State or City retirement office. The addresses and telephone numbers are as follows:

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
720 Third Avenue, Suite 1000
Seattle, WA 98104
(206) 386-1292
www.seattle.gov/retirement

16126

EXHIBIT C - FACILITIES WORKSITE



- Custodial Work Complexes**
- East
 - East Base
 - Bellevue Base
 - Van Center
 - Central & Atlantic Bases
 - Revenue Processing
 - Power Distribution
 - Ryerson Base
 - Marketing
 - WFSC
 - NRV
 - OCC
 - South
 - South Base
 - Safety/Training
 - South Facilities
 - Component Supply Ctr
 - Construction Trailer
 - North
 - North Base
 - Lake Union
 - SLUT
 - Tunnel
 - IDS
 - PSS
 - USS
 - WLS
 - CPS

Scheduled overtime will be assigned to Employees who have signed the "Overtime List" first by shift, then by seniority.

Non-Custodial Classifications:

- 1st - within the area of responsibility/pick position
- 2nd - within the work program (complex)
- 3rd - within the administrative headquarters
- 4th - system wide

Custodial Classifications:

- 1st - within area of responsibility/pick position
- 2nd - by the positions assigned to the specific building within the complex
- 3rd - by the positions assigned to the entire complex including crews.
- 4th - by positions assigned to the administrative chief
- 5th - system wide

EXHIBIT D
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

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EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as "METRO", and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the "UNION".

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees represented by the UNION who work in the RAIL Section. METRO and the UNION agree that the COLLECTIVE BARGAINING AGREEMENT does not apply to Employees in the RAIL Section except to the extent that provisions of that agreement, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the parties agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, 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.

1 **DEFINITIONS**

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

6 The term "extreme emergency", as used in this AGREEMENT, shall mean a circumstance
7 which is beyond the control of METRO, such as an act of nature.

8 The term "emergency", as used in this AGREEMENT, shall mean a circumstance which is
9 beyond the control of METRO at the time action is required and which could not reasonably have
10 been foreseen on that occasion.

11 The term "eligible dependent", as used in METRO's medical and dental plans, shall mean an
12 Employee's spouse/domestic partner and unmarried dependent children of the Employee, the
13 Employee's spouse or the Employee's domestic partner. Such children shall be eligible up to age 19
14 or, if full-time students, up to age 23. Special provisions extend coverage indefinitely for children
15 with mental or physical disability.

16 The term "marital status", as used in this AGREEMENT, shall mean the legal status of being
17 married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW)
18 49.60.180.

19 The term "payroll year", as used in this AGREEMENT, shall mean the period of time which
20 starts with the first pay period which ends in January, and ends with the last pay period which ends in
21 December.

22 The term "day", as used in this AGREEMENT, shall mean calendar day, unless otherwise
23 noted.

24 The term "domestic partner" shall mean a person living with an Employee if he/she and the
25 Employee:

- 26 1. Share the same regular and permanent residence, and
- 27 2. Have a close personal relationship, and
- 28 3. Are jointly responsible for basic living expenses, and

- 1 4. Are not married to anyone, and
2 5. Are at least 18 years of age, and
3 6. Are not related by blood closer than would bar marriage in the State of Washington,
4 and
5 7. Are each other's sole domestic partner and are responsible for each other's
6 common welfare.
7 8. The term "legally protected class," as used in this AGREEMENT, shall mean a
8 group of individuals who are protected from discrimination under federal, state, or local laws.
9

10 **CONVENTIONS**

11 The parties agree that the term "Employee" (upper case E), whenever used, whether singular
12 or plural, means and applies to those employees of METRO included within the Bargaining Unit, and
13 that this AGREEMENT covers only those Employees.

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

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

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

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

21 The term "Bus," as used in "Bus position," "Bus Employee," and "Bus Operations" shall refer
22 to job classification, Employees, and other agreements involved in the provision of bus transit
23 services, and excluding RAIL job classifications, RAIL employees, and agreements involved in the
24 provision of RAIL services.

25 "Start-up Period" shall refer to all time prior to the commencement of Revenue Service for
26 Link Light Rail and the South Lake Union Streetcar project.

27 The term "Revenue Service" shall mean regular paid passenger service on Link Light Rail and
28 the South Lake Union Streetcar.

1 The term RAIL, shall refer to the Rail Section of METRO as created to operate the Sound
2 Transit Link Light Rail line and the South Lake Union Streetcar project.

3 The term "Streetcar" shall refer to the South Lake Union Streetcar project.

4 The term "Link Light Rail" shall refer to the Sound Transit Link Light Rail project.

5 Documents:

6 a. The COLLECTIVE BARGAINING AGREEMENT is defined as the
7 "AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
8 COUNTY."

9 b. This document shall be referred to as the TERMS AND CONDITIONS OF
10 EMPLOYMENT FOR RAIL EMPLOYEES.

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

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

3 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
4 working in the Rail Section of the King County Department of Transportation, Division of Transit,
5 (henceforth referred to as RAIL) which are listed in Addendum A (to Exhibit D). Current or future
6 Employees assigned to perform work which historically or traditionally has been Bargaining Unit
7 work at RAIL or its successors, or which is agreed or legally determined to be Bargaining Unit work,
8 also shall be covered by the terms of this AGREEMENT.

9 B. METRO and the UNION agree that no Employee shall be discriminated against
10 because of UNION membership or non-membership.

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

13 ***SECTION 2 – UNION MEMBERSHIP***

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

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

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

27 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to
28 the Committee on Political Education (COPE), and/or other fees uniformly required from the

1 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted
2 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
3 the Employee shall be on a form approved by the parties 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.

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

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

9 **SECTION 4 – UNION INSIGNIA**

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

13 **SECTION 5 – MANAGEMENT RIGHTS**

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

19 **SECTION 6 – UNION BULLETIN BOARDS**

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

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

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

5 1. Issues or problems of RAIL policy which affect the Bargaining Unit and
6 which either party requests be placed on the agenda.

7 2. Issues or problems of contract administration, other than formal grievances
8 which are being processed, unless mutually agreed by both parties.

9 3. Reports from division level labor-management committees.

10 4. Other matters of mutual concern.

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

14 **SECTION 8 – JOINT SAFETY COMMITTEE**

15 RAIL will participate in the METRO Joint Safety Committee.

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

17 RAIL will participate in the METRO Joint Security Steering Committee.

18 **SECTION 10 – COMMITTEE SELECTIONS**

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

21 **SECTION 11 – PRINTING OF THE AGREEMENT**

22 Upon completion of contract negotiations and agreement on and ratification of a new
23 AGREEMENT, METRO and the UNION will equally share the costs of printing copies of the new
24 AGREEMENT. The UNION will arrange for the printing and will bill METRO for half the cost.
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1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

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

9 ***SECTION 2 – NONDISCRIMINATION***

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

1 **ARTICLE 3: GENERAL CONDITIONS**

2 **SECTION 1 – TECHNOLOGICAL CHANGE**

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

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

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

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

13 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
14 box provided by METRO or to the Lost and Found Office. METRO shall make available an
15 informational memorandum that instructs Employees on the procedures that they may follow under
16 RCW 63.21 and other applicable laws to claim property that they find.

17 **SECTION 3 – PAYROLL DEDUCTIONS**

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

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

22 A. RAIL will arrange for adequate restrooms to be used by Employees on all Link
23 Light Rail and shall take all reasonable steps to ensure their sanitary condition. RAIL shall arrange
24 for and designate restroom facilities as near as possible to each LINK terminal, and at least one
25 terminal of the Streetcar line.

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

28 **SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS**

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

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

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

9 **SECTION 6 – DEFECTIVE EQUIPMENT**

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

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

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

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

25 **SECTION 8 – SERVICE LETTER**

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

28 **SECTION 9 – METHOD OF NOTIFICATION**

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

6 **SECTION 10 – SUBCONTRACTING**

7 A. RAIL's choice to use METRO employees to perform RAIL work does not
8 constrain RAIL from selecting outside contractors in other instances.

9 B. Nothing in the AGREEMENT affects the rights and remedies that are available to
10 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
11 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this
12 AGREEMENT.

13 **SECTION 11 – VENDING MACHINE PROCEEDS**

14 A. To the extent permitted by Sound Transit, METRO agrees to lease space for
15 vending machines in RAIL facilities to an organization which will in turn contract with the UNION
16 for payment of the historical and traditional 25% of the net proceeds it receives from these vending
17 machines directly to the UNION. The UNION will then forward those monies to the Local 587
18 Support Group or Retirees Chapter for social, recreational and charitable purposes.

19 B. METRO will not terminate its contract with the vending organization and/or its
20 successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.

21 **SECTION 12 – PROBATIONARY PERIOD**

22 Except as modified below and except as modified by Article 18 (Temporary Employees),
23 Section 2, each RAIL Employee shall have a six-month probationary period commencing with his/her
24 date of employment or, if the position requires formal qualification, the date of qualification. Upon
25 satisfactory completion of probation, the Employee will enjoy all rights of regular Employee status.

26 **A. Probation for Rail Operators**

27 1. A 120-day probationary rule will apply to all Rail Operator positions. This
28 probationary period will commence upon the successful completion of Rail Operator training and

1 placement into a Rail Operator position.

2 2. An Employee who came from a Bus Transit Operator position who fails to
3 qualify as a Rail Operator will be returned to his/her Bus Transit Operator position with no loss of
4 seniority.

5 **B. Probation for Rail Supervisors**

6 1. A six-month probationary rule will apply to all Rail Supervisors who came
7 from Bus First-Line Supervisor positions. This probationary period will commence upon the
8 successful completion of Rail Operator training, if applicable, and placement into a Rail Supervisor
9 position.

10 2. A twelve-month probationary rule will apply to all Rail Supervisors who
11 have not come from a Bus Supervisor position.

12 3. An Employee who came from a Bus First-Line Supervisor position and fails
13 to qualify as a Rail Supervisor will be returned to his/her Bus First-Line Supervisor position with no
14 loss of seniority. An Employee who came from a Rail Operator position and fails to qualify as a Rail
15 Supervisor will be returned to his/her Rail Operator position with no loss of seniority.

16 **C. Probation for Electromechanics**

17 1. A 120-day probationary period will apply to all Electromechanic positions.
18 This probationary period will commence upon the successful completion of Electromechanic training
19 and placement into an Electromechanic position.

20 2. An Employee who came from a Bus-Side position who fails to qualify as an
21 Electromechanic will be returned to his/her Bus-Side position with no loss of seniority.

22 **D. Probation for Streetcar Operators**

23 1. A 120-day probationary rule will apply to all Streetcar Operator positions.
24 This probationary period will commence upon the successful completion of Streetcar Operator
25 training and placement into a Streetcar Operator position.

26 2. An Employee who came from a Bus Transit Operator position who fails to
27 qualify as a Streetcar Operator will be returned to his/her Transit Operator position with no loss of
28 seniority.

1 **E. Probation for Streetcar O&M Supervisors**

2 1. A 120-day probationary rule will apply to all Streetcar positions. This
3 probationary period will commence upon the successful completion of Streetcar training.

4 2. An Employee who came from a Bus position who fails to qualify in
5 Streetcar will be returned to his/her Bus position with no loss of seniority.

6 **F. Probation for Streetcar Maintainers**

7 A. A 120-day probationary rule will apply to all Streetcar positions. This
8 probationary period will commence upon the successful completion of Streetcar training.

9 B. An Employee who came from a Bus position who fails to qualify in
10 Streetcar will be returned to his/her Bus position with no loss of seniority.

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

12 Where a vacancy occurs in any position in the Bargaining Unit which is to be filled by detail
13 or temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall
14 be given first consideration before any outside help is employed. Such vacancy shall be posted and
15 filled in accordance with METRO's Merit System. Among Employees seeking any such position,
16 seniority shall be considered in filling the position.

17 ***SECTION 14 – VACATION AND ACCUMULATED COMPENSATORY (AC)***

18 ***DONATION***

19 A. Each calendar year, an Employee may donate up to 50% of his/her available
20 vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed
21 by King County. Donated vacation and AC time become the property of the recipient. Donated
22 vacation may not be cashed out by the recipient upon retirement. Vacation and AC time may be
23 donated only to an individual employed by King County who has exhausted, or will have exhausted
24 within five calendar days following receipt of the donation request in the Payroll Section, his/her sick
25 leave, vacation and AC time.

26 B. A UNION Employee who donates leave to another UNION Employee does so on
27 an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave,
28 regardless of the pay rates of the donor or the recipient.

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C. If a UNION Employee donates leave to a King County employee who is not represented by the UNION, the receipt of the leave will be governed by the rules that normally apply to the recipient of the leave. If a King County employee who is not represented by the UNION donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is administered by the terms of this Section.

1 **ARTICLE 4: DISCIPLINE**

2 **SECTION 1 – GENERAL**

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

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

10 C. The RAIL Manager is responsible for identifying the procedures governing RAIL
11 Operations. These processes will be defined in the issuance, control and modification of Directives,
12 Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train
13 Orders.

14 *The Rulebook*, the official handbook of the Rail section will specify the rules and procedures,
15 provided such rules and procedures are not in conflict with provisions of this AGREEMENT or with
16 applicable laws. If it is necessary to revise or change *The Rulebook*, the revisions or changes will be
17 discussed with the UNION before implementation. *The Rulebook* will be available at Link Light Rail
18 bases.

19 **SECTION 2 – TYPES OF DISCIPLINE**

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

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

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

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

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

10 A. Major infractions include:

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

1 • [Additional Major and Serious Infractions regarding Light Rail Vehicle
2 operation to be negotiated]

3 B. Major infractions will result in discharge unless METRO determines that there are
4 circumstances which cause a suspension to be appropriate. Infractions, other than those listed above,
5 shall be considered minor infractions.

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

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

10 A. The following are examples of specific categories of minor infractions:
11 [Rail-specific Minor Infractions to be negotiated at a later date]

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

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

20 **SECTION 5 – REMOVING INFRACTIONS**

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

28 **SECTION 6 – MISSES**

1 [RAIL-specific language for Misses will be negotiated at a later date]

2 **SECTION 7 – MISSES – RAIL OPERATORS**

3 [RAIL-specific language for Misses will be negotiated at a later date]

4 **SECTION 8 – MISSES – EMPLOYEES OTHER THAN RAIL OPERATORS, RAIL**
5 **VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES**

6 [RAIL-specific language for Misses will be negotiated at a later date]

7 **SECTION 9 – PROBATIONARY EMPLOYEES**

8 Except as modified elsewhere in this AGREEMENT, the discipline of probationary
9 Employees is the sole responsibility of METRO. Those Employees who are not satisfactory, in the
10 judgment of METRO, will be discharged. Discharges during the probationary period are not subject
11 to the grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will,
12 upon request, have the right to a termination review. The termination review must be requested
13 within 15 days of the notification of discharge. METRO will schedule the termination review and
14 respond to the UNION, in writing, within a reasonable time.

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

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

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

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

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

27 **SECTION 12 – REOPENER ON DISCIPLINE**

28 METRO and the UNION have negotiated Article 4 (Discipline) of this AGREEMENT prior

1 to the drafting of *The Rulebook*. Because RAIL is in the early stages of establishing its policies, the
2 parties were unable to finalize specific categories of discipline under Article 4 (Discipline) of this
3 AGREEMENT. METRO and RAIL will reopen negotiations for Article 4, Sections 3, Paragraph A;
4 4, Paragraph A; 6; 7 and 8, prior to the commencement of Revenue Service in order to negotiate the
5 appropriate categories of discipline in RAIL.

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1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 ***SECTION 1 – GRIEVANCE PROCEDURE***

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

8 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
9 specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following
10 business day. Time limits defined in this Section may be extended by a written agreement between
11 the parties. However, should either party breach the time limitation, that party shall forfeit all rights
12 and claims to the grievance; and the grievance shall be considered resolved in the other party’s favor;
13 it being understood that such forfeiture does not decide the merits or establish a precedent.

14 C. If a grievance arises, it shall be put in writing, specifying the act or event being
15 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been
16 violated, and the remedy sought. It will be handled in the following manner, except that grievances
17 pertaining to the discharge of an Employee shall be processed in accordance with Paragraph D.

18 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
19 Employee shall present the written grievance to his/her supervisor/designee. Thereafter, the
20 supervisor/designee shall meet with the Employee and, unless UNION representation is waived in
21 writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the
22 grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement of
23 the parties. METRO shall, within 10 days after the meeting, notify the UNION of its decision by fax
24 and/or written copy. If the UNION Business Representative/designee determines that the grievance
25 has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in
26 writing.

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

1 Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2
2 referral, unless a later date is mutually agreed to by the parties. If a grievance involves discipline, the
3 person who issued the discipline will not conduct the meeting. METRO shall, within 10 days
4 following the meeting, notify the UNION in writing of its decision. The UNION Business
5 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.
6 Such referral must be in writing.

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

8 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee
9 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO
10 personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after
11 receipt of the Step 3 referral, unless a later date is mutually agreed to by the parties. METRO shall,
12 within 10 days from the meeting, notify the UNION in writing of its decision. If no agreement can be
13 reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by
14 notifying Transit Human Resources in writing. Such referral must be sent by registered mail,
15 certified mail or fax, within 60 days after the UNION receives the Step 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 15 days of the act or knowledge of the act being grieved, the
19 Employee shall present the written grievance to his/her supervisor/designee. Prior to a Step 1
20 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, unless UNION representation is waived in writing by the Employee, the UNION Business
25 Representative/designee within 15 days after receipt of the grievance to discuss the grievance. The
26 meeting may be held at a later date by mutual agreement of the parties. METRO shall, within 10 days
27 after the meeting, notify the UNION of its decision by fax and/or written copy. If the UNION
28 Business Representative/designee determines that the grievance has merit, it may be referred to Step 2

1 within 15 days of such notification. Such referral must be in writing.

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

3 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee
4 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO
5 personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after
6 receipt of the Step 2 referral, unless a later date is mutually agreed to by the parties. A written
7 decision shall be sent to the UNION within 10 days after the meeting. If no agreement can be reached
8 at Step 2, the UNION Business Representative/designee may appeal to arbitration by notifying
9 Transit Human Resources in writing. Such referral must be sent by registered mail, certified mail or
10 fax within 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 member appointed by the UNION
20 Business Representative, one 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 eight impartial
23 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 three
25 arbitrators starting from the top of the list shall be polled by the UNION to determine their next two
26 available dates to hear a grievance, unless METRO and the UNION agree to select another arbitrator
27 on the list. The arbitrator with the earliest dates acceptable to the parties shall be selected for the
28 arbitration. The UNION will contact the arbitrator to confirm his/her availability and will schedule

1 the arbitration. The selected arbitrator will then be placed at the bottom of the list.

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

5 4. If METRO and the UNION determine that an arbitrator is unacceptable and
6 should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be
7 scheduled for more arbitrations.

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

13 B. The submission of a grievance to the Arbitration Board shall be based on the
14 original written grievance.

15 C. No more than one grievance shall be submitted before the same arbitrator at one
16 hearing, unless agreed upon in writing by both parties prior to the scheduling of the arbitration.

17 D. The Arbitration Board shall settle or decide a grievance submitted for arbitration
18 within 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 14 days before each scheduled arbitration. The purpose of such conference shall be to discuss and
10 narrow issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

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

13 ***SECTION 3 – MEDICAL ARBITRATION***

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

17 **Step 2:** The Medical Arbitration Board (MAB) will determine whether the Employee
18 can perform his/her duties, as delineated in the job description/job analysis and other relevant
19 evidence, with or without reasonable accommodation. The arbitrator shall hear all relevant evidence,
20 which may include the testimony of medical professionals. The decision of the MAB shall be final
21 and binding on the parties. Should the MAB rule in favor of the Employee, the Employee shall be
22 returned to work without loss of seniority. The MAB shall determine the date upon which the
23 Employee, in the MAB's opinion, was able to perform the duties of his/her position. The Employee
24 shall receive all back pay and benefits from that date. Should the MAB rule in favor of METRO, the
25 Employee (excluding entry-level probationary Employees) will be given priority consideration for
26 obtaining another King County job for which the Employee meets minimum requirements and in
27 which he/she can be placed in accordance with King County's Reassignment Program. The power
28 and the authority of the MAB shall be limited strictly to determining whether the Employee can

1 perform his/her duties, with or without reasonable accommodation. The MAB shall not have the
2 authority to add to, subtract from, or modify METRO's job descriptions/job analysis or to determine
3 whether an accommodation is reasonable or should be granted. Employees and METRO must
4 reasonably cooperate in any interactive process.

5 **SECTION 4 – EXPEDITED ARBITRATION**

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

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

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

- 22 1. The power and authority of the arbitrator shall be to hear and decide each
23 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
24 the AGREEMENT;
- 25 2. The arbitrator shall not have the authority to add to, subtract from, or
26 modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.
27 The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action
28 and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and

1 shall be final and binding on all parties.

2 3. The decision of the arbitrator shall be based solely on the evidence and
3 arguments presented by the parties at the hearing.

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

6 5. The parties agree that the power and jurisdiction of the arbitrator shall be
7 limited to deciding whether there has been a violation of a provision of this AGREEMENT.

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

9 C. If the parties are unable to agree within 14 calendar days of notification on an
10 expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

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1 **ARTICLE 6: SENIORITY**

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

3 Seniority will be calculated in the following manner:

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

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

11 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,
12 and assignments will be determined by seniority earned in a specific job classification. METRO date
13 of hire/qualification will be used to determine the amount of vacation and benefits earned.

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

15 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
16 or transferred to a position in METRO outside of the Bargaining Unit shall retain his/her Bargaining
17 Unit seniority for one year from the date of promotion or transfer; however, such employee shall
18 retain his/her Bargaining Unit seniority for purpose of layoff.

19 B. Any King County employee not represented by the UNION who previously has
20 attained permanent status in a Bargaining Unit job classification, and who voluntarily demotes or is
21 involuntarily demoted back to such classification after one year will not be eligible for reinstatement
22 of seniority in such classification. In no case shall such a demotion displace any Bargaining Unit
23 Employee.

24 C. Any Employee who voluntarily demotes or is involuntarily demoted, other than
25 demotion caused by layoff, will forfeit all rights to the classification from which the Employee was
26 demoted. Due to poor health or for other compelling reasons, an Employee may request a voluntary
27 demotion to a classification within RAIL or his/her former Bus-Side division in which the Employee
28 has attained permanent status. If an Employee is involuntarily demoted or is granted a voluntary

1 demotion, he/she will be reinstated to the position in seniority which he/she had formerly achieved in
2 the classification to which he/she has been demoted.

3 **SECTION 3 – DETAILS/SPECIAL PROJECTS**

4 A. METRO and the UNION recognize the value provided to Employees by having
5 detail opportunities available. METRO and the UNION also agree that detail opportunities should
6 balance the desire of many Employees to prepare for promotional opportunities with the need to have
7 an Employee accumulate experience in a detail position in order to be effective in that position.

8 B. An Employee who is detailed to a capital improvement project shall return to
9 his/her regular position on a date mutually agreed by the UNION and METRO at the beginning of the
10 project. An Employee who is detailed to a position outside the Bargaining Unit for work other than
11 an agreed project will not exceed one year in the detail position.

12 C. Any Employee who is in a detail position for at least 90 days shall be required to
13 spend at least 90 days in his/her regular position before being detailed to another position.

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

17 **SECTION 4 – SENIORITY LISTS**

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

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

26 **SECTION 5 – RAIL SENIORITY**

27 **A. Seniority for Rail Operators**

28 All Rail Operators who successfully complete the training program will have Rail Operator

1 seniority based upon their respective Full-Time Bus Transit Operator seniority. This seniority shall
2 prevail for selection of work, vacations, holiday time off, layoffs and recall.

3 **B. Seniority for Rail Supervisors**

4 Rail Supervisors and Bus First-Line Supervisors will be in a single seniority list, hereafter
5 referred to "Supervisor Seniority".

6 1. Rail Supervisors who come from Bus First-Line Supervisor positions will
7 maintain their Supervisor seniority.

8 2. Rail Supervisors who do not come from Bus First-Line Supervisor positions
9 will have their Supervisor Seniority based upon their date of hire as a Rail Supervisor.

10 **C. Seniority for Electromechanics**

11 Seniority in the Electromechanic classification shall be from date of hire in the
12 Electromechanic classification. Ties among METRO Employees shall be resolved in favor of the
13 Employee with the most METRO seniority.

14 **D. Seniority for Other Rail Positions**

15 Rail seniority will be based on date of hire into RAIL.

16 **E. Seniority for Streetcar Operators**

17 All Streetcar Operators who successfully complete the training program will have Streetcar
18 Operator seniority based upon their respective Full-Time Bus Transit Operator seniority. This
19 seniority shall prevail for selection of work, vacations, holiday time off, layoffs and recall.

20 **F. Seniority for Streetcar O&M Supervisors**

21 1. Employees who are hired in the initial round of hiring will be given a
22 seniority number as Streetcar O&M Supervisors based on their current continuous METRO date of
23 hire.

24 2. After the initial round of hiring, seniority rank in each job classification
25 shall be based on date of hire in each classification. Ties among METRO Employees shall be
26 resolved in favor of the Employee with the most METRO seniority based on their current continuous
27 METRO date of hire.

28 **G. Seniority for Streetcar Maintainers**

1 Seniority in the Streetcar Maintainer classification shall be from the date of hire in the
2 Streetcar Maintainer classification.

3 **SECTION 6 – COMMITMENT TO RAIL**

4 **A. Commitment to Rail for Rail Operators**

5 1. Full-Time Bus Transit Operators who are hired into Rail Operator positions
6 commit to no less than one year in Rail.

7 2. One time per year, on a date established by management, Rail Operators
8 may declare that they wish to return to Bus Transit Operator positions. Each year for the first two
9 years of Revenue Service, the number of Rail Operators who shall be allowed to return to Bus Transit
10 Operator positions shall be limited to 10% of the Employees in the Rail Operator classification.

11 Additional Employees may be allowed to return to Bus Transit Operator positions at METRO's sole
12 discretion. Those Employees who are eligible to return to Bus Transit Operator positions will be
13 integrated into the next Bus shake-up.

14 • The highest seniority Rail Operators have first choice of return.
15 • Employees leaving Rail will return to their Bus-Side position with
16 bus seniority. Time spent in Rail Operator positions will count toward Bus Transit Operator seniority
17 for those Employees who return to Bus Transit Operator positions.

18 • After two years of Revenue Service, once per year at a time
19 designated by Rail, the most senior Bus Transit Operators who have satisfactorily completed Rail
20 training and have left Rail in good standing may fill up to 20% of the Rail Operator positions.
21 Returning Rail Operators will be required to successfully complete recertification training. Bus
22 Transit Operators may not otherwise exercise their seniority to bump Rail Operators from their
23 positions.

24 3. Any Employee who fails Rail training or Rail probation, or returns to Bus in
25 any manner other than through the annual system, shall not be permitted to return to Rail for two
26 years, except at management's discretion.

27 **B. Commitment to Rail for Rail Supervisors**

28 Once Revenue Service begins, one time per year on a date established by management, no

1 more than 20% of the Rail Supervisors may announce their intentions to return to Bus First-Line
2 Supervisor positions. Such Employees will be reintegrated into the Bus First-Line Supervisor
3 position. This option is available only to those Rail Supervisors who were previously Bus
4 supervisors.

5 **C. Commitment to Rail for Electromechanics**

6 Electromechanics can return to their former classification without a loss of seniority within
7 one year. After one year, an Employee shall forfeit seniority held in the Employee's previous
8 classification; however, by mutual agreement between METRO and the UNION, said Employee may
9 be returned to his/her former position without loss of seniority.

10 **D. Commitment to Streetcar – Streetcar Operators**

11 1. Full-Time Bus Transit Operators who are hired into Streetcar Operator
12 positions commit to no less than one year in Streetcar.

13 2. Streetcar Operators hired before January, 2010, agree not to apply for Rail
14 Operator positions in Link Light Rail. Effective January 1, 2010, all Streetcar Operators will be
15 eligible to apply for Rail Operator positions in the same manner as Bus Transit Operators and with all
16 of their Bus Transit Operator and Streetcar Operator seniority.

17 3. One time per year, on a date established by management, Streetcar
18 Operators may declare that they wish to return to Bus Transit Operator positions. Each year for the
19 first two years of Revenue Service, the number of Streetcar Operators who shall be allowed to return
20 to Bus Transit Operator positions shall be limited to 10% of the Employees in the Streetcar Operator
21 classification no less than one employee. Additional Employees may be allowed to return to Bus
22 Transit Operator positions at METRO's sole discretion. Those Employees who are eligible to return
23 to Bus Transit Operator positions will be integrated into the next Bus shake up.

24 • The highest seniority Streetcar Operators have first choice of return.
25 • Employees leaving Streetcar will return to their Bus-Side position
26 with bus seniority. Time spent in Streetcar Operator positions will count toward Bus Transit
27 Operator seniority for those Employees who return to Bus Transit Operator positions.

28 • After two years of Revenue Service, once per year at a time

1 designated by management, the most senior Bus Transit Operators who have satisfactorily completed
2 Streetcar training and have left Streetcar in good standing may fill up to 20% of the Streetcar
3 Operator positions. Returning Streetcar Operators will be required to successfully complete
4 recertification training. Bus Transit Operators may not otherwise exercise their seniority to bump
5 Streetcar Operators from their positions.

6 4. Any Employee who fails Streetcar training or Streetcar probation, or returns
7 to Bus in any manner other than through the annual system, shall not be permitted to return to
8 Streetcar for two years, except at management's discretion.

9 **E. Commitment to Streetcar – O&M Supervisors**

10 1. Bus-Side Employees who are hired into Streetcar positions commit to no
11 less than one year in Streetcar.

12 2. Streetcar Employees hired before January, 2010, agree not to apply for Rail
13 positions in Link Light Rail. Effective January 1, 2010, all Streetcar Employees will be eligible to
14 apply for Rail positions in the same manner as Bus Employees and with all of their Bus and Streetcar
15 seniority.

16 3. One time per year, on a date established by management, Streetcar O&M
17 Supervisors may declare that they wish to return to Bus positions. Prior to Revenue Service, RAIL
18 and the Union shall identify the shake-up associated with the return of Employees to the Bus-Side.
19 Each year, the number of Streetcar Employees who shall be allowed to return to Bus positions shall
20 be limited to 10% per classification (no less than one Employee). Additional Employees may be
21 allowed to return to Bus at METRO's sole discretion. Those Employees who are eligible to return to
22 Bus positions will be integrated into the next Bus shake up.

23 • The highest seniority Employee will have first choice of return.
24 • Employees leaving Streetcar will return to their Bus-Side position
25 with bus seniority. Time spent in Streetcar positions will count toward Bus seniority for those
26 Employees who return to Bus positions.

27 4. Any Employee who fails Streetcar training or Streetcar probation, or returns
28 to Bus in any manner other than through the annual system, shall not be permitted to return to

1 Streetcar for two years, except at management's discretion.

2 **F. Commitment to Streetcar – Streetcar Maintainers**

3 1. Bus-Side Employees who are hired into Streetcar positions commit to no
4 less than one year in Streetcar.

5 2. Streetcar Employees hired before January, 2010, agree not to apply for Rail
6 positions in Link Light Rail. Effective January 1, 2010, all Streetcar Employees will be eligible to
7 apply for Rail positions in the same manner as Bus Employees and with all of their Bus and Streetcar
8 seniority.

9 3. One time per year, on a date established by management, Streetcar
10 Maintainers may declare that they wish to return to Bus positions. Prior to Revenue Service, RAIL
11 and the Union shall identify the shake-up associated with the return of Employees to the Bus-Side.
12 Each year, the number of Streetcar Employees who shall be allowed to return to Bus positions shall
13 be limited to 10% per classification (no less than one Employee). Additional Employees may be
14 allowed to return to Bus at METRO's sole discretion. Those Employees who are eligible to return to
15 Bus positions will be integrated into the next Bus shake up.

16 • The highest seniority Employee will have first choice of return.
17 • Employees leaving Streetcar will return to their Bus-Side position
18 with bus seniority. Time spent in Streetcar positions will count toward Bus seniority for those
19 Employees who return to Bus-Side positions.

20 4. Any Employee who fails Streetcar training or Streetcar probation, or returns
21 to Bus in any manner other than through the annual system, shall not be permitted to return to
22 Streetcar for two years, except at management's discretion.

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1 **ARTICLE 7: LAYOFF AND RECALL**

2 ***SECTION 1 – REASON FOR LAYOFF***

3 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
4 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days
5 or more in advance in order to allow METRO and the UNION to investigate whether Employees
6 scheduled for layoff may continue to be employed by METRO. If a reduction in the work force
7 should prove unavoidable and provisions cannot be made to retain affected Employees at different job
8 classifications within METRO, then METRO and the UNION will form a relocation task force to
9 seek alternate gainful employment for affected Employees.

10 ***SECTION 2 – METHOD OF REDUCTION***

11 A. METRO shall determine the positions to be eliminated. Layoffs shall occur by
12 inverse seniority, within the affected job classification, within the division.

13 B. A laid-off Employee who has attained regular status in another job classification
14 may displace a less senior Employee in said classification. A position in the highest paying
15 classification, in which there is a less senior Employee and in which the Employee previously has
16 attained regular status, will be offered, except that an Employee shall not be placed into a
17 classification from which the Employee has demoted or failed to complete the probationary period.
18 For such purpose, seniority shall be calculated to include all time spent in the classification in which
19 the Employee is placed, plus any continuous time spent in other Bargaining Unit classifications with
20 higher top step wage rates, in which the Employee had attained regular status.

21 ***SECTION 3 – RECALLING LAID-OFF EMPLOYEES***

22 A. An Employee shall be eligible for reinstatement for 24 months following layoff
23 and shall be recalled to service in the order of his/her seniority within a division, and by job
24 classification. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of
25 his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing a
26 notice by registered mail to the most recent address supplied by the laid-off Employee. A laid-off
27 Employee must notify METRO within 15 days after such reinstatement offer has been mailed by
28 METRO and report for work at the time and place stipulated in the notice.

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

1 **ARTICLE 8: HOLIDAY**

2 **SECTION 1 – VEHICLE MAINTENANCE, AND WAY/POWER & SIGNAL**

3 Eligible Employees, except Employees in the classifications of Rail Operator and Rail
4 Supervisor, shall be granted the eleven holidays specified in Section 3, as days off with eight hours
5 pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours
6 AC time. An Employee who works on the day of observance, as part of his/her regular work
7 schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and
8 one-half for all time worked.

9 **SECTION 2 – RAIL OPERATORS AND RAIL SUPERVISORS**

10 Eligible Employees in the classifications of Rail Operator and Supervisor shall be granted the
11 eleven holidays specified in Section 3 as days off with eight hours pay. An Employee who is on RDO
12 or vacation on the day of observance shall receive eight hours AC time. An Employee who works on
13 the day of observance, as a part of his/her regular work schedule, will receive eight hours pay for such
14 day and will receive AC time for all time worked, calculated in the method provided in this
15 AGREEMENT for work performed on non-holidays.

16 **SECTION 3 – DAYS OF OBSERVANCE**

17 Each listed holiday shall be observed once each calendar year on the date established by state
18 law or, if there is no such law, on the date established by METRO. When one of the holidays
19 designated below falls on Sunday, the holiday shall be observed on Monday. When one of the
20 holidays designated below falls on Saturday, the holiday shall be observed on Friday.

21

22 New Year's Day	Labor Day
23 Martin Luther King Junior Day	Veterans Day
24 Lincoln's Birthday	Thanksgiving Day
25 Presidents' Day	Day after Thanksgiving
26 Memorial Day	Christmas Day
27 Independence Day	

28

1 **SECTION 4 – PERSONAL HOLIDAY**

2 A. Each Employee may choose one personal holiday per payroll year.

3 B. RAIL must approve the day selected. The following govern use of the personal
4 holiday:

5 1. When an Employee has not used his/her personal holiday during a payroll
6 year, the holiday will be converted to eight hours of vacation or ten hours of vacation if he/she is
7 working a regularly picked four forty (4/40) assignment.

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

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

12 C. An Employee must complete the initial 90 calendar days of employment before
13 taking a personal holiday, except those Employees from the Bus-Side.

14 **SECTION 5 – SHIFT DIFFERENTIAL**

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

16 **SECTION 6 – ELIGIBILITY**

17 A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee
18 must:

19 1. Be on the payroll the scheduled workdays immediately before and after the
20 holiday; and;

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

1 **ARTICLE 9: VACATION**

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

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

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

10 C. The applicable accrual rate for all RAIL Employees will be based upon years of
11 active service since the Employee's most recent date of employment with METRO. RAIL Employees
12 who come from a Full-Time Bus position will retain their vacation accrual date. Part-Time (bus)
13 Operator vacation will be carried over from METRO in the manner historically counted by METRO.

14 D. Active service shall not include unpaid leaves of absence which exceed 30
15 consecutive calendar days.

16 E. Scheduled increases in the accrual rate will begin with the first biweekly pay
17 period following the completion of the necessary years of active service.

F. Vacation Accrual Table

Completed Years of Active Service	Vacation Hours Accrued Per Paid Straight-Time Hour	Maximum Hours Per Biweekly Pay Period Based on 80 Hours	Maximum Hours Accrued Per Year to Be Used in the Following Year	Maximum Days Accrued Per Year To Be Used in the Following Year
0-4	.0385	3.080	80	10
5-9	.0577	4.616	120	15
10-15	.0770	6.160	160	20
16	.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. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT.

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

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

SECTION 2 – SCHEDULING VACATIONS

A. RAIL will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday that an Employee normally would have received falls within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article 8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere

1 with the function of RAIL; but which accommodate the desires of the Employees to the greatest
2 degree feasible.

3 **SECTION 3 – SELECTION OF VACATIONS**

4 Selection of vacation shall be by RAIL seniority within the work group the Employee is
5 working.

6 **SECTION 4 – VACATION CARRY OVER**

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

9

10 Completed Calendar Years of Service	Days Allowed To Carry Over Each Year
11 1 - 4	2
12 5 - 9	3
13 10 - 14	4
14 14 +	5

15

16 In addition to the days listed above, an Employee may carry over any fraction of a day. An
17 Employee who desires to carry over vacation time must make his/her request at the time vacations are
18 being scheduled.

19 B. The number of vacation days carried over shall not exceed the number of annual
20 vacation days for which the Employee is currently eligible.

21 C. Except as otherwise provided in this AGREEMENT, an Employee desiring to use
22 accumulated carryover vacation which he/she has not picked may use up to two days per year in
23 single day increments with the prior approval of his/her immediate supervisor. All other carryover
24 vacation must be used in blocks of five or more days and must be approved at least 30 days in
25 advance.

26 D. An Employee may carry over unused vacation time to the next succeeding year
27 when METRO verifies that the Employee has been prevented from using said vacation because of
28 injury, illness or work schedules.

1 **SECTION 5 – VACATION CASH OUT**

2 A RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to
3 cash out a portion of his/her vacation, provided he/she picks a minimum of 80 hours of vacation.
4 Once a year, during the first vacation pick of the year for an Employee's work unit, an Employee may
5 elect to cash out a minimum of eight hours up to a maximum of 60 hours. Employees may elect to
6 receive the cash out payment following the first vacation pick of the year and/or following November
7 1, provided each payment is at least eight hours.

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

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

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

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

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

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

20 **SECTION 8 – VACATION – UNION BUSINESS LEAVE**

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

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***SECTION 1 – GENERAL***

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

12 ***SECTION 2 – BEREAVEMENT LEAVE***

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

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

26 ***SECTION 3 – UNION BUSINESS***

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

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

8 **B.** The 30-day limitation for determining payment and accrual of benefits shall not
9 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 International UNION Officer and/or
14 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

15 **D.** If an Employee is granted a leave of absence, he/she will continue to accrue all
16 types of seniority, including vacation seniority, during the effective period.

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

21 **F.** During days of general UNION election, additional members not to exceed seven
22 shall be granted leave to act as tellers.

23 **SECTION 4 – JURY DUTY**

24 **A.** Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
25 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
26 duty and submits proof of report for same, he/she shall receive time off with pay at his/her regular
27 rate of pay for his/her regular assignment, not to exceed eight hours per day for each day served.
28 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for

1 travel expenses may be retained by the Employee.

2 B. Any Employee excused from jury duty less than four hours after his/her jury duty
3 reporting time, shall promptly notify his/her immediate supervisor and may be required to report back
4 to work. An Employee also shall have at least twelve hours off between the completion of his/her
5 scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes
6 before reporting to work, the Employee and supervisor shall agree on a reasonable report time.

7 C. Except as provided above, no Rail Operator shall be required to report back to
8 work. Such Operator may accept work if work is available.

9 **SECTION 5 – MILITARY LEAVE**

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

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

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

17 2. The Employee must present his/her orders for active training duty to his/her
18 supervisor prior to taking such leave.

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

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

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

24 A. Upon request, an Employee shall be granted a maximum of six months unpaid
25 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption
26 of his/her child. A request for such leave shall be filed with the Employee's immediate supervisor at
27 least 60 days in advance of the anticipated leave commencement. An Employee on FMLA/KCFMLA
28 leave will continue to have medical, dental and vision benefits premiums paid by METRO. The

1 Employee may elect to self-pay basic or enhanced Life, Accidental Death and Dismemberment
2 (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid leave.

3 B. A female Employee must report her pregnancy to METRO before the anticipated
4 commencement of leave, and submit a physician's statement indicating the date when the physician
5 expects the Employee will no longer be able to continue the normal duties of her position. Female
6 Employees may continue normal duties until the date specified by the physician. After that date, the
7 sick leave and disability provisions of this AGREEMENT shall apply for the period of disability.

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

9 As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee
10 may take up to a combined total of twelve weeks of leave for his/her own serious health condition (as
11 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster
12 care of a child, or for the serious health condition of an immediate family member (an Employee's
13 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section, an
14 Employee must have been employed by King County for twelve months or more and have worked a
15 minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or
16 intermittent.

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

18 An Employee may take up to a combined total of 18 weeks of unpaid leave for his/her own
19 serious health condition (as defined by the King County Personnel Guidelines), or for family reasons
20 as provided for in Section 9 Paragraph A of this Article, within a twelve-month period. To be eligible
21 for leave under this Section, an Employee must have been employed by King County for twelve
22 months or more and have worked a minimum of 1,040 hours in the preceding twelve months. The
23 leave may be continuous (consecutive days or weeks), or intermittent (taken in whole or partial days
24 as needed). Intermittent leave is subject to the following conditions:

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

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

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

6 **SECTION 9 – LEAVE USAGE**

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

10 1. The Employee has been employed by King County for twelve months or
11 more and has worked a minimum of 1,040 hours in the preceding twelve months.

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

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

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

19 **B. Accrued leave usage:**

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

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

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

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

SECTION 10 – CONCURRENT RUNNING OF LEAVE

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

SECTION 11 – WITNESS LEAVE

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

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

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

1 **ARTICLE 11: SICK LEAVE**

2 ***SECTION 1 – PROCEDURES***

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

- 5 1. The Employee's bona fide illness or non-occupational injury.
- 6 2. Supplemental payment for an occupational injury when payments, as
7 specified in Article 12, Section 7, are exhausted.
- 8 3. A part-time Employee's occupational injury for up to three calendar days
9 immediately following the injury.
- 10 4. To care for the Employee's child if the following conditions are met:
 - 11 a. The child is under the age of 18.
 - 12 b. The Employee or the Employee's spouse/domestic partner is the
13 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
14 place of the parent to the child.
 - 15 c. The Employee's child has a health condition requiring the
16 Employee's personal supervision during the hours of his/her absence from work.
 - 17 d. The Employee actually attends to the child's care during the absence
18 from work.
- 19 5. The care of an Employee's adult family member whose health condition
20 requires the Employee's personal supervision during his/her absence from work.
- 21 6. The Employee's personal appointment with a licensed health care provider.

22 B. Absences for sick leave must be reported at least 30 minutes before the Employee
23 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
24 report will be considered unexcused and will not be changed to an excused absence unless such
25 Employee can submit verification from a licensed practitioner that he/she or his/her child received
26 medical treatment and the Employee was unable to report the absence as required. Payment will be
27 made only when the Employee, child, or qualifying family member is sick.

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

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

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

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

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

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

27 H. When a medical verification is required, it shall be on a medical report acceptable
28 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her

1 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
2 family member.

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

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

14 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
15 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
16 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
17 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
18 under the 250-hour threshold as the result of an illness/injury.

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

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

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

26 A. An Employee shall receive sick leave pay only for hours missed from a regular
27 assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each
28 workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day

1 missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time
2 Employee working a 4/40 schedule will be paid sick leave in accordance with Article 13, Section 8.

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

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

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

12 E. An Employee who is receiving Workers' Compensation supplemental benefits for
13 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in
14 Article 12, Section 7. An Employee will continue to accrue sick leave on straight-time hours missed,
15 up to a maximum of 90 workdays for each industrial injury.

16 F. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick
17 leave.

18 **SECTION 4 – USE OF AC TIME**

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

22 **SECTION 5 – RESERVE SICK LEAVE**

23 Rail Employees employed with METRO as of November 1, 1977, were credited with a
24 balance of sick leave known as reserve sick leave. Such reserve sick leave may be used only for an
25 illness during which the Rail Employee is hospitalized as an inpatient for at least 24 hours. No sick
26 leave shall be transferred from such reserve account to the active account. All regular sick leave in
27 the active account must be exhausted before sick leave in the reserve account may be used. The
28 provisions of Section 3, Paragraph C shall apply to reserve sick leave.

1 **SECTION 6 – SICK LEAVE DONATIONS**

2 A. Each calendar year, an Employee who has more than 100 hours of sick leave may
3 donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.
4 Donated sick leave becomes the property of the recipient. Donated sick leave may not be cashed out
5 by the recipient upon retirement. Sick leave may be donated only to individuals employed by King
6 County who have exhausted sick leave, vacation leave and AC time.

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

10 C. If a UNION Employee donates leave to a King County employee who is not
11 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
12 to the recipient of the leave. If a King County employee who is not represented by the UNION
13 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
14 administered by the terms of this Section.

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1 **ARTICLE 12: BENEFITS**

2 ***SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY***

3 ***BENEFITS***

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

11 B. All regular Employees and their dependents will be covered by the medical, dental,
12 vision, life, and long term disability plans developed by the Labor-Management Insurance
13 Committee. METRO agrees to maintain the level of benefits as provided by these plans and pay
14 premiums as described in these programs through 2009. Benefits for 2010 will be the same unless
15 modified by the Labor-Management Insurance Committee, in which case the UNION may negotiate
16 alternative benefits.

17 C. The UNION and METRO agree to incorporate changes to Employee insurance
18 benefits which King County may implement as a result of the agreement of the Labor-Management
19 Insurance Committee referenced in Paragraph A, but otherwise METRO will not make unilateral
20 changes to existing benefits.

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

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

28 ***SECTION 2 – MEDICAL BENEFITS – RETIREES***

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

5 **SECTION 3 – SHORT-TERM DISABILITY**

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

9 **SECTION 4 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

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

13 **SECTION 5 – PERSONAL PROPERTY LOSS BENEFIT**

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

16 1. The armed robbery, theft or assault occurs while the Employee is at work;
17 and,

18 2. The property was in the personal possession of the Employee at the time of
19 the theft or robbery or, in the case of Rail Operators, the property was on the train and was not left
20 unattended, except when the Operator was required to leave the driver's compartment to attend to
21 official METRO duties; and,

22 3. The Employee makes a robbery, theft or assault report to the Police
23 Department; and,

24 4. The Employee files a claim with METRO and provides receipted bills to
25 substantiate that replacements have been purchased or repairs made.

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

28 Item Maximum Value

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Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag	\$55.00
Purse	\$35.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement

SECTION 6 – TRANSIT PASS

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

SECTION 7 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE

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

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

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

The percentage shall be as follows:

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

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

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

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

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

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

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

10 3. Be available for medical treatment and/or vocational rehabilitation,
11 consultation, or services.

12 4. Accept alternative work assignments which are offered by METRO and
13 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
14 Employee's physician if identified restrictions require clarification.

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

16 6. When notified at least 48 hours in advance, attend all meetings and
17 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
18 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
19 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
20 prior to such meeting or examination.

21 7. If records indicate two "no shows" for scheduled medical or vocational
22 services, supplemental payments may be terminated, provided such Employee and the UNION are
23 notified seven days in advance.

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

27 E. If an Employee exhausts supplemental payments, he/she may use sick leave,
28 vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B.

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

3 F. Each Employee, who files a claim for workers' compensation, will be provided a
4 copy of the rules in this Section.

5 G. If an Employee is required by METRO to be cleared by the Workers'
6 Compensation Office before returning to work, but he/she is not on pay status or receiving
7 compensation from any source including short-term or long-term disability, such Employee will
8 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be
9 paid an additional one hour of straight-time pay.

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

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

17 **SECTION 8 – LEGAL DEFENSE**

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

23 **SECTION 9 – COMMERCIAL DRIVERS LICENSE**

24 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
25 who are required by RAIL to have a CDL.

26 **SECTION 10 – GENERAL CONDITIONS**

27 A. Premiums paid by an Employee shall be deducted in equal installments from the
28 first and second paycheck of every month.

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

3 **C.** METRO shall not make its monthly contribution for medical, dental, group life
4 insurance, long term disability insurance, or vision care for any Employee who is on leave of absence
5 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
6 medical leave laws or Article 10, Section 3, Paragraph B.

7 ***SECTION 11 – ACCUMULATED COMPENSATORY TIME***

8 **A.** AC time is defined to mean all time earned by an Employee, which may be paid by
9 compensatory time off instead of by cash.

10 **B.** Except as provided in Paragraph C, each Employee may choose to receive AC time
11 instead of cash for all work performed at the overtime rate. An Employee will notify METRO of
12 such choice by filing a METRO form on or before the first day of the pay period affected by the
13 change.

14 **C.** AC time in excess of 80 hours shall be paid in cash at the end of each pay period.

15 **D.** Except as provided elsewhere in this AGREEMENT, and consistent with daily
16 staffing requirements, RAIL will determine the number of Employees allowed to have time off. An
17 Employee may use AC time for a reasonable amount of compassionate leave under warranting
18 circumstances, as determined by RAIL.

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

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

24 **G.** Bus-Side Employees coming to RAIL may bring a maximum of 40 hours of AC
25 time that they have earned on Bus work to their new employment in RAIL.

26 **H.** During the Start-up Period, RAIL Employees will be limited to accruing a
27 maximum of 40 hours of AC time at any given time.

28 **I.** METRO and the UNION agree not to use this provision as justification in any

1 future negotiation/arbitration.

2 J. For the Rail Operator classification only, there shall be a guarantee of one time off
3 slot for every 45 Rail Operators normally scheduled to work on that day, rounded to the nearest 45.
4 This slot shall be made available for the use of AC time, personal holiday, or single day vacation.

5 K. For other RAIL classifications, except as provided elsewhere in this
6 AGREEMENT, and consistent with daily staffing requirement, RAIL will determine the number of
7 Employees allowed to have time off. An Employee may use AC time for a reasonable amount of
8 compassionate leave under warranting circumstances, as determined by RAIL.

9 ***SECTION 12 – RETIREMENT ACKNOWLEDGMENT***

10 Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the
11 purpose of acknowledging that Employee's service to the citizens of King County. The Employee
12 shall choose the form of acknowledgment from two options: either a celebration, including
13 refreshments, at the worksite or a luncheon with the Employee's immediate supervisor. In addition,
14 each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted on it.

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

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

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

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

9 **SECTION 2 – REGULAR DAYS OFF**

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

11 **SECTION 3 – HOLIDAYS**

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

19 **SECTION 4 – PERSONAL HOLIDAY**

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

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

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

25 **SECTION 6 – BEREAVEMENT LEAVE**

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

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

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

4 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her
5 regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively.

6 An Employee may be required to revert to a work schedule of eight hours per day, five days per week
7 for each pay week in which the leave is taken.

8 ***SECTION 8 – SICK LEAVE***

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

11 ***SECTION 9 – DISABILITY***

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

15 ***SECTION 10 – OVERTIME***

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

19 ***SECTION 11 – SHIFT CHANGE NOTIFICATION***

20 Employees will be provided with a minimum 30-days notice prior to cancellation of a 4/40
21 shift, except in Rail Operations. The availability of 4/40 shifts shall be determined by RAIL.

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1 **ARTICLE 14: RATES OF PAY**

2 ***SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS***

3 A. Effective on the start of the pay period that includes November 1, 2007, the top
4 hourly wage rate for each job classification will be as shown in Exhibit A to this document.

5 B. Wage progressions are as follows:

6 1. Except for Rail Supervisors and Rail Supervisors-in-Training, each job
7 classification will have five step increments as follows: first step will be 70% of the top rate of the
8 classification; upon completion of twelve months, the second step will be 80%; upon completion of
9 the next twelve months, the third step will be 90%; upon completion of the next six months, the
10 fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A
11 new hire in the position of Rail Supervisor, Electromechanic, Maintenance Service Center (MSC)
12 Worker, Track and Right of Way (ROW) Maintainer and Signal and Communications Technician
13 may be hired above the first step and up to the top step at METRO's sole discretion. The UNION
14 will be notified of each hire at above entry step.

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

22 C. An Employee who is promoted or upgraded into a classification with a higher top-
23 step hourly rate shall be placed at the lowest step in the salary schedule for the new classification
24 which results in an increase of at least 2.5%. Thereafter, a promoted Employee shall progress to any
25 subsequent wage steps based on completion of the required service periods. Service in the new
26 classification on a temporary upgrade status prior to promotion shall not be counted toward
27 progression on the schedule.

28 ***SECTION 2 – COST OF LIVING***

1 A. There will be two full percentage cost-of-living adjustments payable on the start of
2 the pay period that includes November 1, 2008, and November 1, 2009.

3 B. All cost-of-living adjustments will be based on the U.S. Department of Labor
4 Consumer Price Index for Urban Wage Earners and Clerical Workers (All Cities figure: 1982-
5 1984=100), or subsequent revisions of this index. These adjustments will be based on the following
6 formula:

$$\frac{\text{(index published for the ending month of period)} \quad \text{(index published for the base month of period)}}{\text{index published for the base month of period}} = \%$$

7
8
9
10
11
12 C. The adjustments paid on November 1 shall be for the twelve-month period
13 reported in October. The base month for the adjustments paid on November 1 shall be September of
14 the previous year.

15 D. The cost-of-living adjustment for the top step of each job classification shall be
16 90% of the number determined by the formula in Paragraph B times the base wage for such
17 classification and shall be at least 2% and not more than 6%. Such adjustment shall never result in a
18 wage reduction. The base wage for each classification shall increase by at least 3% on the start of the
19 first pay periods that include November 1, 2008, and November 1, 2009. The base wage for each
20 classification for the cost of living adjustments, shall be the top step wage in effect October 1, each
21 year, for that classification. Other steps in the wage progression for each classification will be
22 recalculated according to Section 1, based on the adjusted top step.

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

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

27 A. All assigned work performed in a higher paid classification will be paid a
28 minimum of two hours at the rate of the higher paid classification. When an Employee is assigned

1 such work for more than two hours up to and including four hours, he/she will be paid at such rate for
2 four hours. When an Employee is assigned such work for more than four hours, he/she will be paid at
3 such rate for eight hours and will be paid at the overtime rate for such classification, if applicable, for
4 time in excess of eight hours.

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

8 ***SECTION 4 – FLSA REQUIREMENTS***

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

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

15 ***SECTION 5 – DEMOTION***

16 Employees who accept a demotion into a lower paid Bargaining Unit position because of poor
17 health or other compelling reasons, as mutually agreed upon by the parties, will be placed at a salary
18 step within the new position's salary range which most closely matches the Employee's salary in his
19 or her former salary range, but does not exceed the rate of pay received by the Employee in his/her
20 former classification.

1 **ARTICLE 15: FULL-TIME STREETCAR OPERATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A Full-Time Streetcar Operator shall mean a person employed by METRO on a
4 continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to
5 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to
6 exceed four days per week, provided he/she has accepted all work assigned as specified in the
7 remainder of this Article. For each regularly scheduled workday or portion thereof on which a Full-
8 Time Streetcar Operator does not perform his/her assignment, he/she shall lose his/her guarantee for
9 that day and he/she shall be paid only for actual time worked, unless otherwise provided in this
10 AGREEMENT. A regularly scheduled workday shall be defined as a day on which an Employee is
11 normally required to work.

12 B. There will be two kinds of Full-Time Streetcar Operators: Regular Streetcar
13 Operators and Extra Board Streetcar Operators. A Regular Streetcar Operator shall mean a Full-Time
14 Streetcar Operator who picks runs as a work assignment for his/her eight or ten-hour guarantee. An
15 Extra Board Streetcar Operator shall mean a Full-Time Streetcar Operator who picks the Extra Board
16 and works as assigned for his/her eight-hour guarantee.

17 C. "Loader" shall refer to an Employee who picks, or is assigned on the Extra Board, the task
18 of selling passage; but who does not drive the conveyance for which the passage is sold. A Streetcar
19 Operator who is assigned to loading duties may be assigned other duties during his/her shift.

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

21 A. Full-Time Streetcar Operators will not be required to accept Part-Time Streetcar
22 Operator status.

23 B. All runs will be worked by Streetcar Operators, except as provided elsewhere in
24 this AGREEMENT.

25 C. All vacation reliefs will be worked by Streetcar Operators, except as provided
26 elsewhere in this AGREEMENT.

27 D. The Extra Board will be worked only by Streetcar Operators, except as provided
28 elsewhere in this AGREEMENT.

1 E. Except as provided in Section 9, following the first year of revenue service, O&M
2 Supervisors will be limited to working no more than 120 hours platform time per calendar year.
3 When the total hours worked by O&M Supervisors exceeds three hours platform time on a Streetcar
4 Operator assignment, the total hours worked will be counted towards the 120-hour maximum. For
5 each occurrence when RAIL exceeds the 120-hour threshold, RAIL will pay each Streetcar Operator
6 who worked on the day of the incident one hour of pay at the rate of one and one half times the hourly
7 rate. RAIL agrees to provide the UNION with an accounting monthly or when requested, for the
8 purpose of enforcing this AGREEMENT.

9 F. All Streetcar Operators on their regular work days will be paid straight through on
10 Saturdays, Sunday and modified schedule days.

11 **SECTION 3 – GENERAL CONDITIONS**

12 A. Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator
13 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
14 or O&M Supervisor to take the assignment.

15 B. The O&M Supervisor may use his/her judgment as to which employee to use in an
16 emergency.

17 C. Any Streetcar Operator not being relieved when arriving at the relief point will call
18 the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar
19 Operator does not wish to continue working, he/she shall request to be relieved. RAIL must relieve
20 the Streetcar Operator within one and one-half hours.

21 D. An assignment shall be defined as any work or duties that the Employee is required
22 to perform.

23 E. The cutoff time for calling to be removed from the sick list, and for signing the AC
24 book for time off, is 10:00 a.m. Should a Streetcar 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 hour prior to the
26 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

27 F. At each pick, a Streetcar Operator may indicate his/her preference regarding
28 training assignments. RAIL will attempt to accommodate a Streetcar Operator's preference when

1 assigning students; however, any Streetcar Operator may be given a training assignment if necessary.
2 Trainees shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
3 determines that safety would be jeopardized.

4 G. RAIL shall provide a minimum five-minute scheduled layover after each revenue
5 trip, except when:

- 6 1. The revenue trip is less than 15 minutes long, or
- 7 2. The revenue trip is the last revenue trip before the streetcar returns to the
8 base, or
- 9 3. The revenue trip is live-looped or through-routed, or
- 10 4. The layover has been reduced by mutual agreement of RAIL and the
11 UNION.

12 When circumstances beyond the Streetcar Operator's control result in less than five minutes
13 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
14 the next southern terminal, except on his/her last trip, provided the Streetcar Operator attempts to
15 notify the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION
16 as having insufficient layover time.

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

22 I. RAIL guarantees one Streetcar Operator per week (on a date of the Employee's
23 choice) shall be excused from his/her assignment.

24 J. Streetcar Operators with previous Bus-Side experience shall be eligible for Bus-
25 Side SIT, provided they satisfy the SIT requirements.

26 K. All assignments shall be completed within a maximum 14-hour spread. Such
27 spread will begin with the start time of the first assignment following at least ten continuous hours
28 off.

1 L. When a Streetcar Operator presents a valid medical restriction which prevents
2 operation of the equipment or in the facility of his/her assignment, METRO will work with the
3 UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-
4 up.

5 **SECTION 4 – RUNS**

6 A. There shall be two types of Full-Time Streetcar Operator runs.

7 1. A straight run or “straight” will consist of straight-through work including
8 platform, report, travel time and other duties as assigned (within the Employee’s job classification).

9 2. A run combination or “combo” will consist of two or three pieces of work
10 which are at least seven hours and eleven minutes in total work time, including platform, report,
11 travel time, and other duties as assigned (within the Employee’s job classification), and which are
12 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through
13 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and
14 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

15 B. At least 75% of all runs Monday through Saturday will be straight through runs.
16 Combos on Saturdays shall be paid straight through. There shall be no combos on Sundays.

17 C. Runs shall be determined by RAIL in accordance with the provisions in this
18 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
19 defined as a tripper.

20 D. Any Extra Board Streetcar Operator working a regularly scheduled run shall be
21 paid the regularly scheduled run pay.

22 E. In the event of a vacancy, runs and combos may be broken into trippers on the
23 same day in order to allow RAIL to fill all work.

24 **SECTION 5 – STREETCAR OPERATOR PICKS**

25 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of
26 packaged assignments and RDOs, Extra Board positions, and vacations.

27 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
28 of 16 weeks and a maximum of 20 weeks, unless the UNION and RAIL mutually agree otherwise.

1 All established practices and procedures for the Streetcar Operator picks shall be observed through
2 this AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

3 C. Copies of the pick schedule will be posted in the base and in the UNION office at
4 least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,
5 certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

6 D. A Full-Time Streetcar Operator who wishes to select an assignment must select an
7 assignment according to the seniority list certified for the pick, unless the UNION and RAIL mutually
8 agree otherwise.

9 E. RAIL will determine the Regular work assignments and the number of Extra Board
10 positions and Extra Board RDO combinations. Regular work assignments will include five regular
11 work days with an assigned run for each work day and two consecutive RDOs. Four Forty
12 assignments will include four regular workdays with an assigned run for each workday and three
13 consecutive RDOs. Copies of all assignments will be posted in the base six days prior to the start of
14 the assignment selection.

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

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

20 H. No Operator will be forced to pick an assignment of runs which would result in
21 less than ten hours off between consecutive workday assignments, or less than 56 hours off on his/her
22 two consecutive RDOs.

23 I. The pick will be conducted by guidelines mutually established by the UNION and
24 RAIL. No Streetcar Operator shall be compensated for time spent in the selection process, unless it is
25 during his/her regular work hours.

26 J. A Streetcar Operator, who fails to appear at his/her scheduled pick time and who
27 does not notify the UNION of his/her choices via an absentee pick form, shall have an assignment
28 selected for him/her by the UNION representative. The UNION representative shall make an effort to

1 select an assignment comparable to the assignment last selected at a pick. Selections made by the
2 UNION will not be subject to the grievance/arbitration procedure.

3 **K.** Each Streetcar Operator must pick work which is compatible with any existing
4 medical restrictions s/he has on file with METRO. Failure to do so will result in a forfeiture of the
5 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
6 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
7 restriction.

8 **L.** To meet specific service needs, RAIL may identify specific days on which
9 Streetcar service will operate on a schedule different than the regular schedule. Such schedule
10 deviation days may include a change in the hours of service, the frequency of service, and/or the
11 number of cars in service during any portion of the service day. Any day identified by RAIL that will
12 have a schedule deviation will be posted at the pick. Regular Streetcar Operators working their
13 regular workday will pick their assignments by seniority. Regular Streetcar Operators may select
14 from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned work
15 will go to the Extra Board Streetcar Operators scheduled to work that day.

16 ***SECTION 6 – MOVE-UPS***

17 **A.** If regular or Extra Board assignments become vacant, less senior Streetcar
18 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
19 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
20 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
21 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations become
22 available, Extra Board Streetcar Operators at the base who could not have picked these RDO
23 combinations may choose the new RDO combinations. Streetcar Operator move-ups will be
24 conducted only when they can be implemented at least 28 days prior to a shake-up.

25 **B.** Move-ups will be conducted by Shop Stewards at the affected base at the direction
26 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
27 grievance/arbitration procedure.

28 ***SECTION 7 – SELECTING VACATIONS***

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

4 B. Operators may pick only one prime time vacation per year. METRO shall
5 determine the number of vacations offered in each period. Each year, METRO shall furnish the
6 UNION with a list of vacation periods.

7 C. The UNION shall determine the prime time periods for the following year and
8 inform METRO of their determination in writing in advance of the first day of the fall pick of the
9 current year.

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

12 E. After a vacation relief has been assigned to an Extra Board Operator, there shall be
13 no changes in vacation unless agreed upon by the Operator who is assigned the vacation relief.

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

17 **SECTION 8 – EXTRA BOARD**

18 A. Extra Board Streetcar Operators shall bid three times a year (with other Streetcar
19 Operators).

20 B. Extra Board Streetcar Operators shall bid for two consecutive RDOs.

21 C. Extra Board Streetcar Operators shall bid on chronological position on the Extra
22 Board ("1" "2" or "3").

23 D. Extra Board Streetcar Operators may exercise their seniority to work regular runs
24 that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained absence of
25 more than one week.

26 E. At RAIL's discretion, Bus-Side Transit Operators who have been trained as
27 Streetcar Operators may be added to the bottom of the Extra Board.

28 F. During a shake-up, any newly hired Streetcar Operators shall be placed at the

1 bottom of the Extra Board. Selection of position shall be by seniority.

2 **G.** All work assigned to an Extra Board Streetcar Operator as part of his/her regular
3 workday assignment will be within a spread of 14 hours except in the case of an emergency.

4 **H.** The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
5 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar
6 Operator who is available the following day will receive one hour of straight time pay, except in case
7 of extreme emergency.

8 **I.** The Extra Board work shall be assigned according to the following rules:

9 1. Extra Board Streetcar Operators shall work all assignments as assigned by
10 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
11 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
12 description. Assignments may include "Report" time assignments as determined by an O&M
13 Supervisor.

14 2. All work shall be assigned to the Extra Board, from the top of the board
15 down, according to quit time, with the earliest quit assigned first.

16 3. Quit time of special work shall be estimated by RAIL for the purpose of
17 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
18 time.

19 4. If two or more Streetcar Operator assignments quit at the same time, they
20 shall be assigned as follows:

21 **a)** A run will be assigned before a report.

22 **b)** An assignment with more pay will be assigned before an assignment
23 with less pay.

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

26 **d)** If two assignments pay the same and have the same amount of work
27 including report time and travel time, they will be assigned at the discretion of RAIL.

28 5. If the number of Extra Board Operators available for work on a regular

1 workday is greater than the number of available runs, reports and special work which fits the
2 definition of a run, then tripper combinations may be inserted in the assignment sequence according
3 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
4 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
5 one split will be paid straight-through for the lesser split. Any tripper combination split of 29 minutes
6 or less will be paid straight-through.

7 6. If the number of Extra Board Streetcar Operators available for work on a
8 regular workday is less than the number of available runs and special work which fits the definition of
9 a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

10 7. On holidays, a Streetcar Operator left without an assignment shall receive
11 the day off at holiday pay. All Streetcar Operators who request the holiday off via the AC book will
12 be excused before any Streetcar Operator is forced to take the day off.

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

18 9. The following provisions shall apply to Extra Board Streetcar Operators
19 who choose vacation reliefs:

20 1) Extra Board Streetcar Operators may request to work the runs of
21 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave
22 of absence of one week or more. Vacant runs may be picked as vacation reliefs until they are filled
23 by a move-up. Streetcar Operators will pick this work by seniority.

24 2) When a vacation relief assignment ends, the Extra Board Streetcar
25 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
26 RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief, or
27 remainder of an unpicked vacation relief, according to seniority. Such Streetcar Operators shall retain
28 the RDOs of the vacation relief through the remainder of the pay week.

1 3) Extra Board overtime policies remain unchanged.

2 4) An Extra Board Streetcar Operator picking a vacation assignment
3 must work the entire vacation assignment, except as provided in Subparagraph (2).

4 10. If an Extra Board Streetcar Operator's normal sequence assignment
5 conflicts with his/her partial absence or non-driving assignment, then such Streetcar Operator will be
6 given an assignment which is not a straight through run. RAIL will attempt to maximize straight time
7 paid work hours for such Streetcar Operators.

8 J. No Streetcar Operator's RDO shall be cancelled or changed without the consent of
9 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall have
10 a minimum of 56 hours off for his/her two consecutive RDOs.

11 K. Extra Board Streetcar Operators working a report assignment:

12 1. Extra Board Streetcar Operators will be available for a spread of 13 hours
13 and must accept all work according to Extra Board Streetcar Operator work rules set forth in this
14 AGREEMENT.

15 2. A Streetcar Operator may voluntarily waive his/her 13-hour spread. A
16 Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14
17 hours.

18 3. The Streetcar Operator with the earliest first report time gets the first piece
19 of work that is or becomes available within his/her spread, except in cases of emergency. If the
20 assignment is less than eight hours work time, the Streetcar Operator may be assigned additional
21 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules
22 of Section 8, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late
23 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

24 4. At the discretion of the O&M Supervisor, assignments that become
25 available for Extra Board Streetcar Operators may be broken up if necessary to keep service in
26 operation.

27 5. Work available at the time an Extra Board Streetcar Operator working on
28 report is released from an a.m. assignment may be assigned at that time for the remainder of the day

1 at the discretion of the O&M Supervisor.

2 6. No Extra Board Streetcar Operator will be required to work prior to report
3 time.

4 **SECTION 9 – OVERTIME**

5 A. All hours worked in excess of eight hours in the scheduled workday or work on a
6 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the
7 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified
8 in this AGREEMENT.

9 B. Any Streetcar Operator working a regular run on his/her RDO shall be paid for
10 eight hours at the overtime rate or for actual overtime hours worked, whichever is greater. A
11 Streetcar Operator who works two separate and complete runs on the same day will be paid such
12 guarantee for each run. A Streetcar Operator assigned overtime on his/her RDO, per Paragraph C.2
13 and C.4, shall be guaranteed a minimum for the day of two hours and forty minutes pay at the
14 overtime rate.

15 C. If overtime is available it shall be assigned by seniority with the greatest pay time
16 first, according to the following Streetcar Operator sequence:

17 1. Extra Board Streetcar Operators on regular workday.
18 2. Extra Board Streetcar Operators on an RDO.
19 3. Regular Streetcar Operators on regular workday.
20 4. Regular Streetcar Operators on an RDO.
21 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding
22 their 13-hour spread time, except as provided in Section 3, Paragraph K.

23 6. Available O&M Supervisors shall be offered an opportunity to work
24 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have
25 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on
26 both their regular work days or on their regular days off.

27 7. Extra Board Streetcar Operators on regular workday forced in inverse order
28 of seniority.

1 D. No Streetcar Operator shall be required to work on his/her RDO. No Regular
2 Streetcar Operator shall be assigned overtime work unless he/she volunteers for such work.

3 E. Any Streetcar Operator volunteering for overtime shall be required to work the
4 overtime assigned.

5 F. An Extra Board Streetcar Operator may request to add or remove overtime
6 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
7 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
8 with Paragraph C.7.

9 G. A Regular Streetcar Operator may request to be added to or removed from the
10 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be
11 effective Saturday.

12 H. During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar
13 Operator to remain available to continue to perform work within his/her job classification.

14 **SECTION 10 – SPECIAL ALLOWANCES**

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

16 B. Thirty minutes straight-time pay shall be paid for the first report of each accident.
17 If a Streetcar Operator is required to fill out a report by the State of Washington or a local police
18 department in addition to his/her regular accident report, an additional 30 minutes straight-time pay
19 shall be paid for filling out that report of the accident. If the Safety Officer approves the first accident
20 report and the Streetcar Operator is called in to fill out an additional report other than those for the
21 State of Washington or local police departments, an additional 30 minutes straight-time pay shall be
22 paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid for the
23 first report of each accident involving a collision with another vehicle in which both vehicles are
24 moving or in any collision with a pedestrian.

25 C. The following straight-time premiums shall be paid only when these reports cannot
26 be completed during platform hours. To be paid, a Streetcar Operator must submit complete and
27 accurate reports:

- 28 1. Incident reports, except those involving Streetcar Operator assaults –10

1 minutes.

2 2. Incident reports involving Streetcar Operator assaults –20 minutes.

3 3. Vandalism reports –5 minutes.

4 4. Found tags – 5 minutes.

5 5. Streetcar Operator Request slips – 5 minutes.

6 6. Safety reports, when requested by a supervisor – 5 minutes.

7 7. Service reports, when requested by a supervisor – 5 minutes.

8 D. A Streetcar Operator who is not on report shall be paid a minimum of one hour
9 straight-time pay for a streetcar change.

10 E. One hour straight-time pay shall be paid to a Full-Time Streetcar Operator for each
11 day spent instructing a student.

12 F. If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the
13 overtime rate applies, he/she will be paid at the overtime rate or receive the minimum tripper time,
14 whichever is greater.

15 G. The minimum time paid, including report and travel time, for regularly scheduled
16 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half
17 hours straight-time pay (one hour forty minutes overtime pay).

18 H. An Extra Board Streetcar Operator, who works past a twelve-hour spread on a
19 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
20 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
21 hours.

22 I. Each Regular or Extra Board Streetcar Operator, who works a combo or frag having
23 a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the
24 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-
25 half for time in excess of 10-1/2 hours.

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

28 K. A Streetcar Operator who is relieved on the road and is directed by METRO to

1 return to the base to submit an accident or incident report or a found item will be paid travel time at
2 the applicable rate.

3 **SECTION 11 – UNIFORMS**

4 A. If Streetcar Operators are required to wear uniforms that are different from those of
5 Bus-Side Transit Operators, then upon completion of training and after qualification, a newly hired
6 Streetcar Operator shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to
7 the extent that these articles of clothing differ from Bus-Side uniforms. Thereafter, the uniform
8 allowance shall be available annually on the Streetcar Operator's anniversary date.

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

16 C. Uniform allowance balances may be carried over if unused. A Streetcar Operator's
17 accrued allowance may not exceed 25 times the top step Transit Operator wage rate as shown in
18 Exhibit A.

19 D. Streetcar Operators are required to be in uniform while on duty. When uniform
20 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M
21 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from
22 work and while on duty.

23 E. Footwear designated by RAIL may be purchased with the uniform allowance.
24 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
25 over two inches high.

26 F. All uniform items will be union made, unless mutually agreed between RAIL and
27 the UNION.

28 **SECTION 12 – RESERVE STAFF FOR STREETCAR OPERATORS**

1 A. RAIL will, as needed, conduct recruitments for Streetcar Operators per relevant
2 hiring provisions in the MEMORANDUM OF AGREEMENT RE: HIRING OF RAIL
3 EMPLOYEES. From the recruitments, RAIL will establish lists of qualified Streetcar Operators for
4 future transfers to Streetcar positions and will train them on the Streetcar. Upon successful
5 completion of Streetcar Operator training, these Bus Transit Operators will be placed on the Streetcar
6 Operator Reserve Staff list.

7 B. If not immediately needed to fill regular vacancies in Streetcar, Reserve Staff
8 Employees will return to their Bus positions. The Reserve Staff shall remain classified as Bus-Side
9 Employees after their qualifications in Streetcar.

10 C. During training on Streetcar, Reserve Staff in Bus-Side Transit Operator positions
11 may still work overtime on the Bus-Side.

12 D. As needed, RAIL will offer temporary Streetcar assignments of two weeks or
13 longer to Employees in Reserve Staff in order to fill temporary Rail workforce shortages. Such work
14 will only be assigned to Reserve Staff who are available for the entirety of the assignment.

15 E. Reserve Staff Employees will be able to volunteer for Streetcar Reserve Staff
16 assignments as they become available. Rail will assign the position to the volunteer with the least
17 amount of previous hours on Reserve Staff assignments. If there are no volunteers, Rail may assign
18 the work to the Reserve Staff Employee with the least amount of previous hours on Reserve Staff
19 assignments.

20 F. Reserve Staff shall enter the Streetcar classification at the bottom of the Extra
21 Board.

22 G. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
23 shall be entitled to keep their Bus-Side RDOs for the duration of the acting assignment; however, the
24 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
25 adequately cover staffing needs.

26 H. If RAIL needs a Streetcar Reserve Staff Employee beyond the end of a shake-up,
27 the situation shall be considered two separate Streetcar Reserve Staff assignments.

28 I. Once assigned to Streetcar, Reserve Staff may not concurrently work on the Bus-

1 Side for the duration of their assignment to RAIL.

2 J. At RAIL's discretion, Employees may be removed from the Reserve Staff for
3 refusing more than one assignment to Streetcar within a period of one year. Employees who are
4 removed from the Streetcar Reserve Staff may be removed from the existing Streetcar applicant pool.

5 K. Reserve Staff shall be offered regular vacancies in Streetcar as they become
6 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
7 Employees who refuse an offer for a permanent Rail position.

8 L. If a Reserve Staff Employee becomes a regular Streetcar Employee, he/she shall be
9 committed to his/her job in Streetcar per the terms of the Rail Labor Agreement.

10 M. Reserve Staff Operators who have not accepted a regular Streetcar job maintain
11 their eligibility to apply for positions in Central Link.

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1 **ARTICLE 16: STREETCAR MAINTAINER**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A Streetcar Maintainer shall mean a person employed by RAIL on a regular full-time
4 continuing basis in this classification.

5 ***SECTION 2 – GENERAL CONDITIONS***

6 A. RAIL shall not adopt time estimates contained in flat-rate books for scheduling or
7 evaluation purposes. METRO work standards are exempted from this provision.

8 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified
9 Employee. No Employee will be required to perform an unsafe procedure.

10 ***SECTION 3 – WORK ASSIGNMENTS***

11 A. The workweek shall consist of five consecutive days, except when an Employee's
12 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
13 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
14 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
15 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
16 Article 13.

17 B. A new Employee shall be assigned by RAIL until the next pick or move-up.

18 C. Assignment of specific duties on any shift shall be at the discretion of RAIL.

19 D. For the purposes of the pick and subsequent work assignments, the graveyard shift
20 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
21 swing shift shall be considered the third.

22 E. Should it become necessary to alter a shift during a shake-up and such alteration
23 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
24 request for accommodation which requires an alteration in the start or quit times of a shift, such
25 Employee may request that RAIL consider their request. METRO will then contact the UNION to
26 review the matter.

27 F. For holiday work assignments, RAIL will determine the staffing needs for each
28 shift. When RAIL has determined which classifications will be required to work, Employees in those

1 classifications will be offered the holiday assignment in seniority order, first to Employees that are
2 scheduled to work that day as part of their regular work assignment. If after offering the holiday
3 assignment to Employees by seniority who are regularly scheduled to work that day and there are
4 more assignments available, it will then be offered to Employees on their RDO until assignments are
5 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
6 Employees that are scheduled to work that day as part of their regular work assignment.

7 ***SECTION 4 – PICKS AND MOVE-UPS***

8 A. Three times each year, consistent with Operator picks or when a facility opens or
9 closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each shift
10 shall be posted.

11 B. At the pick, each Employee listed in Section 1 will be permitted to select shift
12 (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also
13 may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
14 Manager/designee will meet with the UNION Executive Board Officers for Maintenance and the
15 President/Business Representative/designee to discuss and identify any ongoing or planned special
16 projects that may be appropriate for posting on the pick sheets.

17 C. Copies of the pick schedules and shifts will be posted ten days prior to the start of
18 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
19 RAIL will notify the UNION before the modification is posted. No changes will be made less than
20 five days prior to the pick.

21 D. An Employee shall be compensated for the time spent in the selection process
22 when it is during her/his work hours.

23 E. UNION representatives for Maintenance will be present and facilitate the pick.

24 F. An Employee, who is unable to attend the pick, can submit an absentee pick form
25 with the RAIL designee, as identified on the pick schedules, indicating his/her work preferences. The
26 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will
27 result in the UNION representative picking an assignment for the Employee. The UNION
28 representative shall make an effort to select an assignment comparable to the last picked position

1 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to
2 the grievance/arbitration procedure.

3 G. When RAIL determines that an Employee will be unavailable for work for an
4 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from
5 Maintenance will be notified prior to the pick process. If such Employee returns to work during a
6 shake-up, he/she may return to his/her previous picked position, if such still exists, or to a position as
7 close as possible to the assignment he/she was working previously. RAIL and the Employee may
8 mutually agree to a different assignment, and the UNION will be notified.

9 H. If a vacant position is to be filled, Employees in that classification at that base may
10 have a move-up. The UNION will be notified and effect the move-up.

11 ***SECTION 5 – VACATION SELECTION***

12 A. Vacations will be picked by classification, once each year no later than March
13 15th.

14 B. The number of Employees on vacation at any one time shall be regulated by RAIL,
15 except that the number of Streetcar Maintainer vacation positions allowed will be 10% of the
16 classification per each vacation period with a minimum of one. This number will be determined at
17 the time of the annual vacation pick.

18 C. Vacation may be selected in blocks of one or more full weeks. The selection of
19 vacations by Streetcar Maintainers shall be extended over the entire calendar year. An Employee who
20 takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all
21 Employees in his/her classification have made their first selection; his/her third selection after all
22 Employees in his/her classification have made their second selection; etc., until all blocks of the
23 vacation have been selected. Picked vacation blocks will begin or end with the Employees' RDO.

24 D. A Streetcar Maintainer may use vacation or accumulated accruals in increments of
25 one or more hours, provided he/she has available vacation or accumulated time and subject to
26 advance approval by his/her supervisor.

27 ***SECTION 6 – OVERTIME***

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

1 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
2 time rate of pay for the classification for actual overtime hours worked.

3 **B.** An overtime assignment of four hours or less will be offered by seniority to
4 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
5 be accomplished and/or performed.

6 **C.** Overtime assignments of more than four hours will be offered, by seniority to
7 qualified Employees, including Employees on their RDO.

8 **D.** An overtime assignment of eight hours will first be offered to qualified Employees
9 who are on their RDO before it is split and offered in smaller pieces.

10 **E.** Should no Employee accept the overtime assignment, it may be assigned by inverse
11 seniority. If the least senior Employee is not qualified or reasonably available, the overtime may be
12 assigned to the next least senior Employee.

13 **F.** An Employee who is scheduled for paid time off, and who is interested in working
14 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
15 supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to these RDO's
16 also require this notice. For overtime assignment, he/she will be considered in seniority order in
17 accordance with Paragraphs C and D.

18 **G.** Overtime on any shift shall be computed at the rate paid for the Employee's
19 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
20 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
21 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
22 shift overtime rate of pay.

23 **H.** In the case of an extreme emergency, RAIL can assign overtime work to any
24 qualified Employee. An Employee who works overtime during an extreme emergency shall be
25 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
26 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
27 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

28 **I.** A Streetcar Maintainer, who has gone home after his/her regular shift and who is

1 called back to work and reports for work, will be guaranteed at least four hours pay at the overtime
2 rate.

3 J. A Streetcar Maintainer called in before his/her regularly scheduled report time and
4 in conjunction with his/her regular shift will be paid for actual hours worked.

5 **SECTION 7 – SHIFT DIFFERENTIAL**

6 Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
7 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
8 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

9 **SECTION 8 – SPECIAL BENEFITS**

10 A. A tool allowance shall be provided annually, by separate check, not later than
11 March of each year, to Employees permanently assigned as of January 1st the same year to the
12 classification of Streetcar Maintainer. No Employee may collect more than one tool allowance in a
13 year. The amounts shall be as follows:

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Year	Allowance
2008	\$779
2009	\$802
2010	\$826

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20 Employees who receive a tool allowance will be allowed to purchase tools at the discounted
21 rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL.
22 Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours
23 and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the
24 tool allowance/discount shall be the personal property of the Employee.

25 B. METRO shall provide tool insurance to those Employees who receive an annual
26 tool allowance. Coverage will be in the amount of \$20,000. Except at the discretion of METRO, no
27 claim shall be honored without evidence of forcible entry, unless a police report has been filed. Each
28 Employee shall have on file with his/her supervisor an up-to-date inventory of tools designating the

1 type, size and manufacturer. METRO shall have the right to inspect the inventory of tools. However,
2 an Employee shall be allowed three days after the inspection to locate any tools which he/she claims
3 are missing.

4 C. Each Streetcar Maintainer shall receive his/her choice of coveralls or a clean
5 uniform (pants and shirt) daily.

6 D. Any Employee who is required to work in inclement weather or hazardous areas
7 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
8 to, a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
9 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair
10 of boots and cushioned inserts as identified in the METRO voucher at time of purchase). The
11 maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in
12 Paragraph E.

13 E. RAIL shall provide and maintain necessary safety clothing, uniforms and
14 equipment. Replacement items will be issued only if the original item is turned in and judged to be in
15 need of replacement.

16 F. When an Employee is informed during his/her regular shift that overtime in excess
17 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
18 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
19 30-minute unpaid meal period, upon request, or a 15-minute paid break.

20 G. Except where modified by historical practice, agreement, or mutual understanding,
21 duties traditionally performed by Employees in the job classification listed in Section 1, will be
22 performed only by Employees working in that classification.

23 H. Streetcar Maintainers may use the ten minutes prior to the end of their workday for
24 personal clean-up.

25 I. When upgraded to a higher paid classification, an Employee shall be paid at the
26 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
27 upgraded Employee shall be paid more than the top step of the classification to which he/she has been
28 upgraded.

1 **J.** RAIL will endeavor to provide a secure area at each work location for UNION
2 related materials accessible to all UNION representatives at that location.

3 ***SECTION 9 – ATTENDANCE, MANAGEMENT***

4 **A.** RAIL and the UNION recognize that Maintenance duties and functions are time
5 critical and that Employees have the responsibility and obligation to be at work on time each day.
6 Streetcar Maintainers will be subject to the following terms, which supersede any conflicting
7 provisions elsewhere in the AGREEMENT.

8 **B.** Maintenance will monitor and record attendance using the terms of late occurrence
9 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
10 call one-half hour before his/her shift to request unscheduled leave and then are requested to come to
11 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
12 time to make up lost time.

13 **C.** A late occurrence (one-tenth to two hours) shall be managed and recorded as
14 follows:

- 15 1. An Employee may complete any time left on his/her shift.
- 16 2. An Employee may work a full eight hours even though this work would
17 continue into the next shift.
- 18 3. An Employee may not use AC time or vacation to make up lost time.
- 19 4. An Employee will be paid for actual hours worked at his/her scheduled rate
20 of pay.
- 21 5. A late occurrence shall not create an overtime opportunity for the late
22 Employee. No grievances will be filed by other Employees claiming overtime infringements should
23 an Employee elect to work his/her full shift and the time worked extends into another shift.

24 6. Late occurrences will be recorded in a 180-day rolling time frame as
25 follows:

- 26 1st through 5th occurrence – Employee and supervisor initial the attendance card.
- 27 6th occurrence – One-day suspension without pay.
- 28 7th occurrence – Discharge, treated as a major infraction as defined in Article 4.

- 1 D. Unexcused absences (over two hours) shall be managed and recorded as follows:
- 2 1. An Employee may complete his/her shift only.
- 3 2. An Employee may not use AC time or vacation to supplement their regular
- 4 shift pay.
- 5 3. Such Employee is not eligible for overtime that day.
- 6 4. Unexcused absences will be recorded in a twelve-month rolling time frame

7 as follows:

- 8 1st and 2nd occurrence – Employee and supervisor initial the attendance card.
- 9 3rd occurrence – One day suspension without pay.
- 10 4th occurrence – Discharge, treated as a major infraction as defined in Article 4.

11 E. An occurrence which results in a second one-day suspension within 180 days of the

12 occurrence that resulted in the first suspension shall result in discharge.

13 F. Extenuating circumstances will be considered. Any request by an Employee to

14 have a late occurrence or unexcused absence removed from the attendance management record must

15 be presented to the immediate supervisor in writing, within five working days of the occurrence.

16 G. RAIL and the UNION agree to review this Section on an annual basis.

17 **SECTION 10 – MAINTENANCE LABOR-MANAGEMENT RELATIONS**

18 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management

19 Relations Committee as needed.

20 **SECTION 11 – RESERVE STAFF FOR STREETCAR MAINTAINERS**

21 1. RAIL will, as needed, conduct recruitments for Streetcar Maintainers per relevant

22 hiring provisions in the MEMORANDUM OF AGREEMENT RE: HIRING OF RAIL

23 EMPLOYEES. From the recruitments, RAIL will establish lists of qualified Streetcar Maintainers

24 for future transfers to Streetcar positions and will train them on the Streetcar.

25 2. Once qualified, if not immediately needed to fill regular vacancies in Streetcar,

26 Reserve Staff Employees will return to their Bus-Side positions. The Reserve Staff shall remain

27 classified as Bus-Side Employees after their qualifications in Streetcar.

28 3. As needed, RAIL will offer temporary Streetcar assignments of two weeks or

1 longer to Employees in Reserve Staff in order to fill temporary Rail workforce shortages. Such work
2 will only be assigned to Reserve Staff whom management deems to be reasonably available.

3 4. If the UNION believes that Bus-Side Vehicle Maintenance is unreasonably
4 restricting assignment opportunities to certain Reserve Staff Employees, the UNION may raise
5 concerns to the Bus-Side Manager of Vehicle Maintenance/designee to discuss and attempt to resolve
6 its concerns.

7 5. Reserve Staff Employees will be able to volunteer for Streetcar Reserve Staff
8 assignments as they become available. Rail will assign the position to the volunteer with the least
9 amount of previous hours on Reserve Staff assignments or the most senior Employee as a tie breaker.
10 If there are no volunteers, Rail may assign the work to the Reserve Staff Employee with the least
11 amount of previous experience or to the least senior Employee as a tie breaker.

12 6. Reserve Staff shall enter the Streetcar classification in the open position, following
13 move-ups of the regular staff, if any.

14 7. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
15 shall be entitled to keep their Bus-Side RDOs for the duration of the acting assignment; however, the
16 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
17 adequately cover staffing needs.

18 8. If RAIL needs a Streetcar Reserve Staff Employee beyond the end of a shake-up,
19 the situation shall be considered two separate Streetcar Reserve Staff assignments.

20 9. Once assigned to Streetcar, Reserve Staff may not concurrently work on the Bus-
21 Side for the duration of their assignment to RAIL.

22 10. At RAIL's discretion, Employees may be removed from the Reserve Staff for
23 refusing more than one assignment to Streetcar within a period of one year. Employees who are
24 removed from the Streetcar Reserve Staff may be removed from the existing Streetcar applicant pool.

25 11. Reserve Staff shall be offered regular vacancies in Streetcar as they become
26 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
27 Employees who refuse an offer for a permanent Rail position.

28 12. If a Reserve Staff Employee becomes a regular Streetcar Employee, he/she shall

1 be committed to his/her job in Streetcar per the terms of the Rail Labor Agreement.

2 13. Reserve Staff Maintainers who have not accepted a regular Streetcar job maintain
3 their eligibility to apply for positions in Central Link.

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1 **ARTICLE 17: STREETCAR OPERATIONS & MAINTENANCE (O&M) SUPERVISORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 An O&M Supervisor shall mean a person employed by RAIL on a regular full-time continuing
4 basis in this classification.

5 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

6 The management and direction of the work force, which includes, but is not limited to,
7 assigning work, clarifying all job specifications with regard to duties and setting performance
8 standards with input from Supervisors, is vested exclusively in RAIL, limited only by the stated
9 conditions in this Article. Items not specifically addressed in this Article but covered in the general
10 Articles of this AGREEMENT shall also apply to O&M Supervisors. No changes in existing rights
11 or related conditions shall be made without first negotiating with the UNION.

12 ***SECTION 3 – APPOINTMENT OF PERMANENT O&M SUPERVISORS***

13 A. It is RAIL's intention to hire the most qualified METRO ATU Local 587
14 represented Employees for the position of Streetcar O&M Supervisor. Prior to finalizing the hiring
15 decisions for the initial round of Streetcar O&M Supervisors, RAIL will contact the UNION
16 President/Business Representative in advance of making appointments if a successful candidate: (1)
17 does not come from the ranks of Bus-Side First Line Supervisor or Lead Mechanic; or (2) the
18 outcome of the hiring decisions does not result in an equal number of Bus-Side First Line Supervisors
19 and Lead Mechanics being offered positions. RAIL will discuss with the UNION President/Business
20 Representative the factors that it considered in making these hiring decisions and will afford the
21 UNION President/Business Representative an opportunity to offer alternatives to these hiring
22 outcomes.

23 B. From time to time RAIL may require additional O&M Supervisors. Candidates for
24 these positions shall be selected from Bus-Side First Line Supervisors and Lead Mechanics; Link
25 Light Rail Supervisors and Electromechanics; and current Streetcar Maintainers and Streetcar
26 Operators. Should no qualified applicant apply for these positions, then RAIL may hire other
27 qualified Employees.

28 ***SECTION 4 – PICKS***

1 A. In the spring and fall of each year or when mutually agreed to by RAIL and the
2 UNION, all shifts required in the job classifications of O&M Supervisor will be posted for a general
3 pick. Copies of schedules and assignments to be picked will be posted at all work sites 14 days prior
4 to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy of this information.
5 After the posting, there will be a review period in which changes may be made by RAIL. No changes
6 will be made five days prior to the pick date unless mutually agreed by the UNION and RAIL.
7 Implementation of the spring pick will occur between April 1 and April 15 and implementation of the
8 fall pick will occur between October 1 and October 15. The two general picks will be held unless a
9 special pick has occurred or is scheduled to occur within 45 days of the general pick.

10 B. Shifts will be classified as regular and relief. Employees will be permitted to select
11 shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for
12 pick according to pick guidelines. Pick guidelines will be reviewed in advance by RAIL and the
13 UNION.

14 C. An O&M Supervisor who does not pick must leave, with the UNION, at least four
15 choices of assignments in order of preference. Failure to do so will result in the UNION
16 representative making every effort to select an assignment comparable to the assignment last selected
17 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
18 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
19 working hours.

20 D. A UNION representative shall certify the pick.

21 E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
22 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
23 the affected O&M Supervisor(s) and the UNION.

24 F. At each pick, O&M Supervisors may volunteer in writing to work over-time.

25 G. O&M Supervisors must have a valid CDL with required endorsement, medical
26 certification or waiver at the time of the pick. Licenses and endorsements will be checked at the pick.

27 H. All block assignments shall have ten hours off between consecutive day's
28 assignments. Block assignments may include floating assignments at RAIL's discretion.

1 **SECTION 5 – MOVE-UPS**

2 A. When a vacancy occurs during a shake-up in any O&M Supervisor position, a
3 seniority move-up will be held within 14 days.

4 B. Move-ups may not be requested within eight weeks of the effective date of a shake-
5 up.

6 **SECTION 6 – WORK ASSIGNMENTS**

7 A. All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be
8 available for pick according to the pick guidelines.

9 B. All assignments in the classification of O&M Supervisor shall be completed within
10 a continuous eight-hour period, unless the assignment is designated for an unpaid 30-minute lunch
11 break. Four forty assignments may be considered.

12 C. Regular shifts shall consist of five consecutive days of work (or four days if it is a
13 4/40 assignment) in a workweek, with each workday guaranteed eight hours. Regular shift RDOs
14 shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular
15 shifts in the classifications of O&M Supervisor will be assigned in their entirety unless otherwise
16 approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations within 24
17 hours or the next business day.

18 D. All Supervisors shall have at least 54 hours scheduled off for their two consecutive
19 RDOs.

20 E. RAIL agrees to assign all special assignments, tasks and projects by giving equal
21 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
22 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply
23 for and selection shall be based on the above criteria if the special assignment, task or project is to
24 exist for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
25 assignment, task or project will be rotated among those O&M Supervisors who applied and who meet
26 the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the
27 need for ongoing optional training programs which will allow O&M Supervisors to become better
28 qualified for their present work assignments or for advancement.

1 F. Except where modified by historical practice, agreement or mutual understanding,
2 any work that has been historically or traditionally performed by O&M Supervisors will not be
3 performed by any other Employee or individual.

4 G. When a shift remains unfilled within one hour of the start time of the shift and
5 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
6 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
7 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
8 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
9 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
10 change work assignments.

11 H. Should it become necessary to alter a shift during a shake-up and such alteration
12 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
13 requires an alteration in the start or quit times, such Employee may request that RAIL and the UNION
14 review the matter.

15 I. RAIL will determine the staffing needs for each special event day shift. When
16 RAIL has determined which shifts will be required to work, O&M Supervisors in those classifications
17 will be offered the special event assignment in seniority order, first to O&M Supervisors that are
18 scheduled to work that day as part of their regular work assignments. If after offering the special
19 event assignment to O&M Supervisors by seniority who are regularly scheduled to work that day and
20 there are more assignments available, it will then be offered to O&M Supervisors on their RDO until
21 assignments are filled. Should no O&M Supervisor accept the special event assignment it may be
22 assigned by inverse seniority to O&M Supervisors that are scheduled to work that day as part of their
23 regular assignment. Special event assignments shall be posted at the pick. Other special event
24 service that is not posted at the pick shall be made available through the assignment/overtime process.

25 ***SECTION 7 – SPECIAL ALLOWANCES***

26 A. An O&M Supervisor shall receive two hours straight-time pay for each shift during
27 which he/she instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who requires a
28 refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on

1 the completion of an evaluation of the trainee's performance.

2 **SECTION 8 – OVERTIME**

3 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
4 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

5 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
6 pay of four hours. No O&M Supervisor will be required to work on his/her RDO except in an
7 extreme emergency.

8 C. All overtime will be assigned according to guidelines mutually developed and
9 agreed to by RAIL and the UNION, including Streetcar Operator shifts per the Streetcar Operator
10 assignment sequence.

11 **SECTION 9 – VACATION SELECTION**

12 The selection of vacation will follow those guidelines set for vacation selection and accrual in
13 Article 9 with the following exceptions:

14 A. At the spring pick, O&M Supervisors will select vacations in increments of no less
15 than five days in order of O&M Supervisor seniority. After all first choices are filled by seniority,
16 second, third, fourth and fifth choices will be selected in that order by seniority. Appropriately
17 accrued vacation will be used in the selection of these periods.

18 B. The number of O&M Supervisors allowed on vacation during any period shall be
19 at least one. At a point in time at which ten O&M Supervisors are scheduled to pick, RAIL and the
20 UNION will open negotiations to discuss the number of O&M Supervisors who may be allowed on
21 vacation.

22 C. An O&M Supervisor may use his/her current vacation accrual in single-day
23 increments with the approval of his/her immediate supervisor.

24 **SECTION 10 – SPECIAL BENEFITS**

25 A. Upon the approval of RAIL, at least one O&M Supervisor per day shall be allowed
26 to use a personal holiday.

27 B. Annually, on the fourth Monday in January, a uniform allowance payable by
28 voucher of twelve times the top step of Bus-Side Service Supervisor wage rate on January 1 of each

1 year shall be available for each O&M Supervisor. The maximum uniform allowance balance which
2 may be carried over into the next year is \$500. The uniform voucher may be used only to purchase
3 authorized uniform items. When an O&M Supervisor needs to replace his/her all-weather parka or
4 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
5 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of
6 personal work shoes costing up to an amount of six times the top step of Bus-Side First Line
7 Supervisor wage. To receive reimbursement the shoes must meet the current standards of uniform
8 footwear for Supervisors.

9 1. All necessary foul weather gear will be provided by RAIL.

10 2. RAIL will stock tools at the worksite that are necessary for O&M
11 Supervisors to perform their jobs.

12 **SECTION 11 – GENERAL**

13 A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
14 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the
15 operation/service of the special equipment will receive orientation or training on such equipment.

16 B. It is METRO's responsibility that all O&M Supervisors will be trained and
17 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
18 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
19 of pay.

20 C. O&M Supervisors will participate in the Streetcar LMRC as needed.

21 D. RAIL and the O&M Supervisors will develop a complete written description of the
22 duties and responsibilities of each shift, to be made available at each pick.

23 E. RAIL will determine the number of O&M Supervisors allowed to have time off
24 through layoff book procedures and will accommodate O&M Supervisor requests consistent with
25 daily staffing requirements. Requests for AC days may not be entered into the layoff book more than
26 one calendar month in advance of the day(s) off desired.

1 **ARTICLE 18: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3 Temporary Employee shall mean a person who is employed for a period of time not to exceed
4 six months. However, Temporary Employees may be used for a maximum period of twelve months
5 if mutually agreed to by METRO and the UNION,

6 Project Temporary Employee shall mean a person who is employed for a period of time
7 expected to exceed 1,040 hours in a rolling twelve-month period but not to exceed two years on a
8 special project.

9 ***SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE***

10 A full-time Temporary Employee or Project Temporary Employee who is selected by METRO
11 for a permanent position in the same classification shall serve a six-month probationary period;
12 however, if the Employee has 90 or more days of continuous temporary employment in the
13 classification at the time of selection, the probationary period shall be reduced to three months.

14 ***SECTION 3 – WAGES AND BENEFITS***

15 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
16 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
17 after working more than eight hours in one day, 40 straight-time hours in one workweek and/or for
18 hours worked on holidays.

19 B. The employment period will count for pay purposes and the service will count for
20 seniority accrual and continuous service credit only during a single period of temporary employment;
21 provided, however, when a Temporary Employee or Project Temporary Employee is laid off by
22 METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as
23 continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged
24 will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent,
25 Project Temporary, or Temporary Employee.

26 C. A Temporary Employee with less than 90 days of service is not eligible for any
27 Employee benefits.

28 D. A Temporary Employee who is employed for 90 days or longer continuous service

1 and who works full-time shall be eligible, beginning the first of the month following the 90-day
2 anniversary, for medical, dental and optical benefits; sick leave, holidays and vacation.

3 E. A Temporary Employee whose employment is extended beyond 1,040 hours in a
4 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
5 start dates of benefits).

6 F. A Project Temporary Employee is eligible for benefits from the date of hire (based
7 on established start dates).

8 G. Temporary employees will not be used to fill regular career service positions
9 except as provided in Article 3, Section 13.

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1 **ARTICLE 19: MODIFICATION PROVISION AND SAVINGS CLAUSE**

2 ***SECTION 1 – MODIFICATION PROVISION***

3 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
4 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
5 as such, and signed by the Director of the Department of Transportation/designee and the UNION
6 President/Business Representative/designee.

7 ***SECTION 2 – SAVINGS CLAUSE***

8 Should any provision of this AGREEMENT be rendered or declared invalid because of any
9 existing or subsequent legislation or by any court decision, the remaining provisions of this
10 AGREEMENT shall continue in full force and effect. Both parties agree to immediately attempt to
11 renegotiate such invalidated provisions to comply with the law.

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1 **EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES**

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3 **TITLE**

4 **Rail Section**

5 Electromechanic \$29.85
6 Facilities Custodian \$19.34
7 Facilities Mechanic \$29.85
8 Maintenance Service Center Worker \$26.03
9 Rail Laborer \$23.56
10 Rail Operator \$26.10
11 Rail Service Worker \$24.24
12 Rail Supervisor \$32.87
13 Rail Supervisor (Operations Control Controller) \$34.51
14 Signal and Communications Technician \$32.42
15 Station Custodian \$21.31
16 Track and ROW Maintainer \$29.85

17 **Streetcar Section**

18 Streetcar Maintainer \$29.85
19 Streetcar Operations and Maintenance Supervisor \$34.51
20 Streetcar Operator \$26.10

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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
720 Third Avenue, Suite 1000
Seattle, WA 98104
(206) 386-1292
www.seattle.gov/retirement

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AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY

This AGREEMENT is made and entered into 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".

1 **ARTICLE 1: FORM OF AGREEMENT**

2 METRO and the UNION agree that represented RAIL Employees shall be part of the ATU
3 587 bargaining unit and covered by the King County Metro - ATU 587 collective bargaining
4 agreement hereinafter referred to as the COLLECTIVE BARGAINING AGREEMENT. The terms
5 and conditions of rail section employment shall be governed solely by Exhibit D of the
6 COLLECTIVE BARGAINING AGREEMENT.

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1 **ARTICLE 2: RAIL CONVENTIONS**

2 A. The term "Bus," as used in "Bus position," "Bus Employee," and "Bus Operations" shall
3 refer to job classification, Employees, and other agreements involved in the provision of bus transit
4 services, and excluding RAIL job classifications, RAIL employees, and agreements involved in the
5 provision of RAIL services.

6 B. "Start-up Period" shall refer to all time prior to the commencement of Revenue Service for
7 Link Light Rail and the South Lake Union Streetcar project.

8 C. The term "Revenue Service" shall mean regular paid passenger service on Link Light Rail
9 and the South Lake Union Streetcar.

10 D. The term RAIL, shall refer to the Rail Section of METRO as created to operate the Sound
11 Transit Link Light Rail line and the South Lake Union Streetcar project.

12 E. The term "Streetcar" shall refer to the South Lake Union Streetcar project.

13 F. The term "Link Light Rail" shall refer to the Sound Transit Link Light Rail project.

14 G. Documents:

15 a. The COLLECTIVE BARGAINING AGREEMENT is defined as the
16 "AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
17 COUNTY METRO TRANSIT."

18 b. The terms and conditions of employment for RAIL Employees shall be referred to
19 as the TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES and is
20 appended to the COLLECTIVE BARGAINING AGREEMENT as Exhibit D.

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1 **ARTICLE 3: RAIL OPERATORS**

2 ***SECTION 1 - HIRING OF RAIL OPERATORS***

3 A. Candidates for Rail Operator training shall be selected from qualified Full-Time
4 Bus Transit Operators, by order of seniority. If an insufficient number of qualified Full-Time Bus
5 Transit Operators apply for Rail Operator training, additional candidates for Rail Operator training
6 shall be selected from qualified Bus Part-Time Transit Operators who are on the Part-Time Operator
7 to Full-Time Operator recruitment list and who meet the eligibility requirements, by order of
8 seniority. METRO may seek applicants elsewhere if an insufficient number of qualified Bus Transit
9 Operators apply.

10 B. To establish that a Bus Transit Operator is qualified for Rail Operator training, the
11 Employee must satisfy the record review that appear in Section 4.

12 C. All applicants for Rail Operator positions must attend an orientation session prior
13 to training, in which they will be acquainted with the Rail Operator position and the requirements that
14 they must satisfy in training.

15 ***SECTION 2 - WORK ASSIGNMENTS***

16 Once Revenue Service for Link Light Rail commences, shifts and RDO's for Rail Operators
17 will be picked by Rail seniority order at three shake-ups per year. Vacations will be picked once per
18 year.

19 ***SECTION 3 - START-UP PERIOD***

20 During the period prior to Revenue Service:

21 A. There will be multiple Rail Operator classes for Rail Operators, Rail Supervisors,
22 chiefs, superintendents, and other employees who need to learn Rail Operator skills.

23 B. Assignments, shifts, and RDO's will be determined by Rail management.
24 However, Rail management will seek to give preference of shifts and RDO's based on seniority and
25 based on the eight hour daily guarantee.

26 ***SECTION 4 - QUALIFICATION FROM BUS TO RAIL***

27 **Period of Record Review:**

28 The performance record will be reviewed for the candidate's most recent 12 months of active

1 driving service. The dates used will be different for each Rail Operator class and may be different for
2 each Operator. The start date will be earlier for any employee who has periods of unavailability in
3 excess of 10 consecutive workdays. Go back the same number of days as were in the period of
4 unavailability. Vacation, annual leave, military leave, and jury duty are exceptions for which you do
5 not count back. Examples of unavailability where you do count back include industrial injury, leaves
6 of absence (other than annual leave), sick leave and detail assignments, including union detail
7 assignments.

8 **Points will be assessed as follows:**

9 A. A major infraction within 24 months of the date of review will result in
10 disqualification.

11 B. Performance Reports: Fifteen points for each major infraction; three points for
12 each minor infraction. Counseling performance reports are not assessed points under this system.
13 Performance reports issued for accidents or attendance are not included.

14 C. Misses: Seven points for each unexcused absence; three points for each absence or
15 late report. Points are not assessed for absences purged by the 60/30-day rule.

16 D. Sick leave: (This category also includes off job injuries ["N"], sick child leave
17 ["3"], and partial days of sick leave ["K"] or sick child leave ["4"] on the attendance card.) No points
18 for the first four full or partial days, for verified doctor and dentist appointments, and for days as a
19 result of hospitalization or major illness/injury, as determined by Metro; three points for each full or
20 partial day not excepted above. The key element of a major illness/injury is the nature of the
21 illness/injury as opposed to its length. Although there is no definitive description of what defines a
22 major illness/injury, a major illness/injury will generally require medical treatment and will generally
23 meet the FMLA definition of a "serious health condition." It is the Operator's responsibility to
24 account for blocks of sick leave use considered major illness. If information is not documented on
25 the sick leave verification form, the Operator must provide acceptable documentation before the chief
26 will accept an illness or sick child leave as a major illness/injury. No points will be assessed for any
27 FMLA covered sick leave usage. The chief will make the final decision.

28 E. Preventable Accidents: Fifteen points for each severe accident; seven points for

1 the first major accident; eight points for each subsequent major accident; five points for each minor
2 accident.

3 If, at the time of review, a candidate's record equals or exceeds 15 points, but an infraction or
4 accident is in the grievance or re-read process, the candidate will be disqualified. If the action is
5 overturned, the candidate will be placed at the top of the list for the next Rail class.

6 If, at the time of the first record review, it is apparent that points will drop off the record of a
7 disqualified candidate due to the 60/30 rule, or one-year cut off and this will occur after the first
8 review but before the final review, then the application will be flagged. If such candidate meets
9 standards during the final review prior, he/she will be deemed qualified.

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1 **ARTICLE 4: RAIL SUPERVISORS**

2 **SECTION 1 - HIRING OF RAIL SUPERVISORS**

3 A. During the Start-up Period, Rail Supervisor positions will be offered to Bus
4 Supervisors. During this period of time, METRO will create a list of the most qualified Bus First-
5 Line Supervisor candidates for the Rail Supervisor positions.

6 B. During the Start-up Period, METRO may fill up to three Rail Supervisor positions
7 through an open and competitive process.

8 C. After the Start-up Period, Rail Supervisor positions will be open to Bus
9 Supervisors and Rail Operators.

10 1. Rail Supervisor positions will be offered first to Bus Supervisors except that
11 every third vacancy may, at RAIL's discretion, be filled by a qualified Rail Operator.

12 2. If there is no qualified Bus Supervisor applicant for a vacant Rail
13 Supervisor position, RAIL may fill that position with a qualified Rail Operator.

14 D. The selection process for Rail Supervisors coming from Bus First-Line Supervisor
15 positions shall be based on an Employee's record review of attendance record, miss record, driving
16 record to include accidents, and discipline record. METRO will offer Rail Supervisor positions to
17 candidates on this list by First Line Supervisor seniority.

18 E. The selection process for Rail Supervisors coming from Rail Operator positions
19 shall be based on an Employee's ability, training, education, experience, and job performance, as
20 determined by appropriate testing procedures and evaluation.

21 F. Rail Supervisors will be hired only when RAIL decides to fill a vacant position. A
22 Rail Supervisor may not be bumped out of RAIL Supervision by a Bus First-Line Supervisor.

23 **SECTION 2 - WORK ASSIGNMENTS FOR RAIL SUPERVISORS**

24 A. During the Start-Up Period, RDO and work assignments will be assigned to Rail
25 Supervisors by RAIL. However, RAIL will give preference of shifts and two consecutive RDO's
26 based on Supervisor seniority and based on the eight hour daily guarantee.

27 B. After the Start-Up Period, Rail Supervisors will pick shifts and RDO's by
28 Supervisor seniority order at two shake ups per year.

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C. Rail Supervisors will pick vacations by Rail Supervisor seniority order once per year.

D. Rail management reserves the right to assign specific Rail Supervisors to the training function during the Start-up Period.

SECTION 3 - WAGES

Rail Supervisors will be paid five percent premium above the base Rail Supervisor wage when working as an Operations Controller.

1 **ARTICLE 5: ELECTROMECHANICS**

2 ***SECTION 1 - HIRING OF ELECTROMECHANICS DURING THE START-UP PERIOD***

3 A. Any current UNION Employees who apply and are determined by METRO to be
4 qualified, shall be hired first and given a seniority number based on their continuous METRO
5 seniority, maintenance Employees first, then other UNION Employees.

6 B. After current UNION Employees are hired, and openings still remain, other
7 applicants may be hired and placed on the classification seniority list below all METRO Employees
8 in the classification.

9 C. UNION appointed representative(s) shall observe all phases of recruiting, testing,
10 and hiring. The UNION appointed representative will sign a confidentiality agreement and may not
11 be an applicant for the present application process or a future application process for at least one year
12 from the start of Revenue Service. This AGREEMENT does not set a precedent for other hiring
13 processes.

14 ***SECTION 2 - HIRING OF ELECTROMECHANICS AFTER THE START-UP PERIOD***

15 A. After the conclusion of the Start-Up Period, RAIL will create a training program
16 for Bus-Side Employees to be trained for Electromechanic vacancies. Bus-Side Vehicle Maintenance
17 Employees, after successfully passing an appropriate aptitude test, will be placed on the training
18 eligibility list based on Vehicle Maintenance seniority. If an insufficient number of Vehicle
19 Maintenance employees apply, then other UNION Employees shall be considered.

20 B. After the Start-Up Period, if an insufficient number of qualified internal candidates
21 apply for a vacant Electromechanic position, METRO may conduct an external recruitment.

22 ***SECTION 3 - WORK ASSIGNMENTS***

23 Once Revenue Service for Link Light Rail commences, shifts and RDO's for
24 Electromechanics will be picked by Rail seniority order at three shake ups per year. Vacations will
25 be picked once per year.

26 ***SECTION 4 - START-UP PERIOD***

27 During the period prior to Revenue Service, assignments, shifts, and RDO's will be
28 determined by RAIL. However, RAIL will seek to give preference of shifts and RDO's based on

1 seniority and based on the eight hour daily guarantee.

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1 **ARTICLE 6: OTHER RAIL POSITIONS**

2 Unless otherwise modified by express agreement, Employees in RAIL shall be hired into the
3 following classifications as follows:

4 ***SECTION 1 - INITIAL HIRING***

5 A. The most senior qualified Employees who pass a record review will be hired into
6 the following Rail positions. Employees may apply to the Rail positions below from the Bus-Side
7 positions that follow in parentheses.

- 8 • Rail Service Worker (Equipment Service Worker)
- 9 • Station Custodian (Custodian II)
- 10 • Facilities Custodian (Custodian I)
- 11 • Rail Laborer (Utility Laborer)

12 If an insufficient number of qualified internal Employees apply to fill the positions, the hiring
13 process will be open and competitive as provided by King County guidelines.

14 B. The most senior qualified Employees who pass a records review and a skills
15 evaluation and test will be hired into the following Rail position. Employees may apply to the Rail
16 position below from the Bus-Side position that follows in parentheses.

- 17 • Facilities Mechanics (Maintenance Facilities Constructors, Millwrights)

18 If insufficient number of qualified internal Employees apply to fill this position, the hiring
19 process will be open and competitive as provided by King County guidelines.

20 C. METRO shall use an open and competitive process consistent with King County
21 guidelines and rules to hire employees for the following classifications.

- 22 • MSC Worker
- 23 • Track & ROW Maintenance Worker
- 24 • Signal & Communications Tech

25 ***SECTION 2 - AFTER INITIAL HIRING***

26 After the commencement of Revenue Service, METRO shall use the regular open competitive
27 process, which is used for most UNION positions, to hire employees for all these classifications.

28 ***SECTION 3 - TRAINING***

1 METRO and the UNION will develop training programs in selected trade classifications
2 during the second year of Revenue Service. METRO and the UNION will jointly determine the
3 implementation of the programs. The programs will recognize that workforce diversity is valued and
4 encouraged.

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1 **ARTICLE 7: SOUTH LAKE UNION STREETCAR**

2 ***SECTION 1 - FORM OF STREETCAR AGREEMENT***

3 METRO and the UNION agree that all agreements regarding the Streetcar shall be
4 incorporated into the AGREEMENT and the TERMS AND CONDITIONS OF EMPLOYMENT
5 FOR RAIL EMPLOYEES. METRO and the UNION agree, however, that the Streetcar and Link
6 Light Rail operations are governed by separate intergovernmental agreements and neither
7 intergovernmental agreement affects the other. Additionally, the terms and conditions of
8 employment for Streetcar Employees shall not be governed by the Bus-Side COLLECTIVE
9 BARGAINING AGREEMENT.

10 ***SECTION 2 - INITIAL HIRING AND SENIORITY INTO STREETCAR OPERATOR***
11 ***POSITIONS***

12 **A. Hiring of Streetcar Operators**

13 1. Candidates for Streetcar Operator training shall be selected from qualified
14 Full-Time Bus Transit Operators, by order of seniority. If an insufficient number of qualified Full-
15 Time Bus Transit Operators apply for Streetcar Operator training, additional candidates for Streetcar
16 Operator training shall be selected from qualified Bus Part-Time Transit Operators who are on the
17 Part-Time Transit Operator to Full-Time Transit Operator recruitment list and who meet the
18 eligibility requirements, by order of seniority. METRO may seek applicants elsewhere if an
19 insufficient number of qualified Bus Transit Operators apply.

20 2. To establish that a Bus Transit Operator is qualified for Streetcar Operator
21 training, the Employee must satisfy the record review standards that are attached hereto.

22 3. All applicants for Streetcar Operator positions must attend an orientation
23 session prior to training, in which they will be acquainted with the Streetcar Operator position and the
24 requirements that they must satisfy in training.

25 **B. Work Assignments**

26 Once Revenue Service for the Streetcar commences, shifts, RDO's and vacations for Streetcar
27 Operators will be picked by Streetcar seniority order at three shake-ups per year. Vacations will be
28 picked once per year.

1 **Attachment: Qualification from Bus to Streetcar**

2 **Period of Record Review:**

3 The performance record will be reviewed for the candidate's most recent 12 months of active
4 driving service. The dates used will be different for each Streetcar Operator class and may be
5 different for each Operator. The start date will be earlier for any employee who has periods of
6 unavailability in excess of 10 consecutive workdays. Go back the same number of days as were in
7 the period of unavailability. Vacation, annual leave, military leave, and jury duty are exceptions for
8 which you do not count back. Examples of unavailability where you do count back include industrial
9 injury, leaves of absence (other than annual leave), sick leave and detail assignments, including union
10 detail assignments.

11 **Points will be assessed as follows:**

12 A. A major infraction within 24 months of the date of review will result in disqualification.

13 B. Performance Reports: Fifteen points for each major infraction; three points for each minor
14 infraction. Counseling performance reports are not assessed points under this system. Performance
15 reports issued for accidents or attendance are not included.

16 C. Misses: Seven points for each unexcused absence; three points for each absence or late
17 report. Points are not assessed for absences purged by the 60/30-day rule.

18 D. Sick leave: (This category also includes off job injuries ["N"], sick child leave ["3"], and
19 partial days of sick leave ["K"] or sick child leave ["4"] on the attendance card.) No points for the
20 first four full or partial days, for verified doctor and dentist appointments, and for days as a result of
21 hospitalization or major illness/injury, as determined by Metro; three points for each full or partial
22 day not excepted above. The key element of a major illness/injury is the nature of the illness/injury
23 as opposed to its length. Although there is no definitive description of what defines a major
24 illness/injury, a major illness/injury will generally require medical treatment and will generally meet
25 the FMLA definition of a "serious health condition." It is the Operator's responsibility to account for
26 blocks of sick leave use considered major illness. If information is not documented on the sick leave
27 verification form, the Operator must provide acceptable documentation before the chief will accept
28 an illness or sick child leave as a major illness/injury. No points will be assessed for any FMLA

1 covered sick leave usage. The chief will make the final decision.

2 **E. Preventable Accidents:** Fifteen points for each severe accident; seven points for the first
3 major accident; eight points for each subsequent major accident; five points for each minor accident.

4 If, at the time of review, a candidate's record equals or exceeds 15 points, but an infraction or
5 accident is in the grievance or re-read process, the candidate will be disqualified. If the action is
6 overturned, the candidate will be placed at the top of the list for the next Rail class.

7 If, at the time of the first record review, it is apparent that points will drop off the record of a
8 disqualified candidate due to the 60/30 rule, or one-year cut off and this will occur after the first
9 review but before the final review, then the application will be flagged. If such candidate meets
10 standards during the final review prior, he/she will be deemed qualified.

11 ***SECTION 3 - STREETCAR O&M SUPERVISORS***

12 **A. Hiring for Streetcar O&M Supervisor:**

13 RAIL shall conduct an internal competitive hiring process for the positions of O&M
14 Supervisor.

15 **B. Work Assignments**

16 Once Revenue Service for Streetcar commences, shifts, vacations, and RDO's will be picked
17 by Streetcar seniority order. There shall be two shakeups per year for Streetcar O&M Supervisors.

18 ***SECTION 4 - STREETCAR MAINTAINERS***

19 **A. Hiring for Streetcar Maintainer - After Initial Hiring**

20 1. As vacancies occur in the Streetcar Maintainer position after the initial
21 hiring, RAIL shall hire candidates in order of seniority from the hiring list that was generated in the
22 initial round of hiring.

23 2. The hiring list may be refreshed periodically at RAIL's discretion, with all
24 remaining names on the old list being placed at the top of the new list.

25 **B. Work Assignments**

26 Once Revenue Service for Streetcar commences, shifts, vacations, and RDO's will be picked
27 by Streetcar seniority order. There shall be three shakeups per year from Streetcar Maintainers.

1 **ARTICLE 8: CONTINUING NEGOTIATIONS**

2 A. METRO and the UNION have bargained a near complete TERMS AND CONDITIONS
3 OF EMPLOYMENT FOR RAIL EMPLOYEES covering Link Light Rail and Streetcar operations.

4 B. While METRO and the UNION bargained most contractual provisions covering Link
5 Light Rail and Streetcar operations, there remain open areas or provisions regarding work rules and
6 working conditions that were not addressed due to unfamiliarity with the system.

7 C. METRO and the UNION agree to attempt to negotiate all unresolved issues, work rules
8 and working conditions prior to Revenue Service. If METRO and the UNION fail to, or are unable
9 to reach an agreement over these items, METRO and the UNION agree to enter the statutory process
10 for impasse resolution as set forth in RCW 41.56 within 30 days after commencement of Revenue
11 Service.

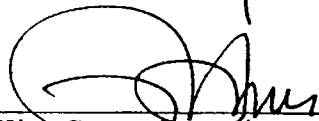
12 D. If RAIL decides to create a part-time workforce following the commencement of Revenue
13 Service, it will bargain the effects of this decision with the UNION, which are understood to include
14 the wages, hours, numbers, and working conditions of the part-time workforce.

1 **ARTICLE 9: TERM OF AGREEMENT**


2 This AGREEMENT will be made part of the COLLECTIVE BARGAINING AGREEMENT
3 and shall expire at the same time as the COLLECTIVE BARGAINING AGREEMENT.

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APPROVED this 19 day of May, 2008

By: 
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587



Lance F. Norton
President/Business Agent

16126

Attachment E

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF TRANSPORTATION ("RAIL")
AND
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")

Subject: Additional general terms and conditions of employment for Streetcar Employees

This agreement shall apply to all Streetcar classifications. It is the intent of the parties to incorporate the following language into the appropriate provisions of the Supplemental Rail Agreement or RAIL Labor Agreement after its expiration on October 31, 2010.

1. In the event of a layoff or reduction in workforce, all previous bus side employees will return to their previous positions and fall under the terms and conditions of the bus side labor agreement.

2. RAIL and the UNION agree that because of the small size of the Streetcar operation, there shall be variations from the usual, customary and historic work jurisdiction rules and practices that have been established on the Bus-Side. RAIL shall generally respect the classification boundaries that are established in the classification specifications for Streetcar jobs; however it is agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be expected to perform work for which he/she has not been adequately trained or is unsafe.

3. If the UNION believes that cross-classification work has exceeded an incidental amount, RAIL and the UNION shall convene special Labor-Management discussion to attempt to address the UNION's concerns over staffing levels and work assignments. Following growth of the Streetcar operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the larger, more established workforce.


4. RAIL and the UNION shall convene a Streetcar Joint Labor Management Committee on an as-needed basis by mutual agreement.

APPROVED this 19 day of May, 2008

By: 

King County Executive

Amalgamated Transit Union, Local 587:



Lance Norton
President/Business Agent

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND THE
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")

16126

Subject: Customer Complaints

Background:

1. On October 28, 1999, Metro and the Union executed a Memorandum of Agreement regarding the use of customer complaints in the discipline and arbitration process ("the 1999 MOA").

2. The parties agree with the fundamental notions that Employees who are facing discipline have a right to confront their accusers, to be disciplined only for just cause, and to have due process rights to challenge unwarranted discipline. For that reason, among others, Metro will not discipline employees based on anonymous complaints or complaints that are unable to be substantiated.

3. The parties also agree that Employees have a fundamental obligation to treat the public that they serve with courtesy and respect and to provide safe transport.

4. The parties, having bargained in good faith, have reached the following agreement that affirms these two principles.

Agreement:

1. The 1999 MOA is replaced with this Agreement.

2. Metro and the Union reaffirm their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer complaints: Metro will not release operator names to customers, nor disclose names of customers to operators.

3. Metro makes an exception to its non-disclosure policy in grievance situations, where the Union President/designee requests that Metro disclose the name and telephone number of the complainant. In this situation, Metro management facilitates contact between the complainant and Union.

4. To facilitate contact between the complainant and Union, Metro management will contact the complainant and provide him or her with two options. The complainant may either: (a) consent to disclosure of his or her name and telephone number to the Union, or (b) agree to personally call the Union President/designee who has made the request. If the complainant consents to the disclosure of his or her name and telephone number to the Union, Metro shall provide that information to the Union President/designee. If the complainant agrees to call the Union President/designee, Metro shall provide the complainant with the Union President/designee's name and telephone number.

5. In the event the complainant is reasonably determined by Metro to be vulnerable by reason of age or disability or some other reason, Metro may satisfy its obligation to provide the complainant's name or number by providing the name and telephone number of the complainant's parent or guardian.

6. In the event the complainant expresses to Metro a desire that his or her name or number be disclosed to the Union but not to the grievant, Metro shall provide the name and number to the Union President/designee, who shall not disclose the name to the grievant, and who shall obtain a confirmation of confidentiality from any person to whom he or she makes inquiry regarding the complainant.

7. Where the complainant does not agree to disclose his name to the Union and refuses to call or cooperate with the Union, and the complainant is unwilling to testify, the federal rules of evidence, as ruled upon by an arbitrator, shall govern the admissibility of customer complaints in arbitration hearings. The decision of one arbitrator with regard to the admissibility of customer complaints shall not be binding upon another arbitrator in another proceeding. The parties agree that the Arbitrator shall be informed that the complainant was unwilling to speak with the Union, and unwilling to testify. Nothing in this agreement restricts a party's right to request that the arbitrator issue a subpoena compelling the attendance of a complainant.

8. The parties agree that complaints which are found to have insufficient information to connect a complaint to an Operator or which are found to not involve misconduct on the

Operator's part will not be included in their records and shall not be used in any proceeding against them.

9. The Union has requested and Metro has agreed to meet and discuss improvements in the customer complaint process after ratification of the agreement.

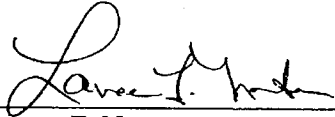
10. The parties agree that this Agreement shall be admissible in Arbitration.

APPROVED this 18 day of May, 2008

By:


King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587



Lance F. Norton
President/Business Agent

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")

16126

Subject: Regular Lead Employees Pilot Project (Article 18, Section 6)

Background:

1. The parties have agreed to maintain current contract language in Article 18, Section 6 of their collective bargaining agreement concerning Designated Leads.

2. As a pilot project, the parties wish to create a new system of Regular Lead Employees by replacing and combining the Regular Lead language in the contract under various sections of Article 18. This pilot project for Regular Lead Employees will operate in conjunction with the existing language in Section 6 for Designated Leads.

Duration of Pilot Project:

1. The parties agree that the contract language in Article 18, Section 6, shall be expanded, per the terms below, as a pilot project for a term of one year, commencing with the execution of this Memorandum of Agreement.

2. At the expiration of the pilot project year, the pilot project will end and the current contract language will resume, unless this Memorandum of Agreement is extended or the parties negotiate an alternative to the pilot project.

Pilot Project Agreement:

SECTION 6 – REGULAR AND DESIGNATED LEAD EMPLOYEES

[Current language for Designated Leads remains in effect. The following Regular Lead language is added as a new subsection of Section 6 and works in conjunction with the Designated Lead language]

A. When a permanent vacancy occurs within a Regular Lead classification, the position will be filled by a recruitment from Employees in the classification being led having a minimum of two (2) years experience in that classification at METRO.

B. Regular Lead Employees shall be selected on the basis of ability, training, education, experience, and job performance as determined by METRO with UNION input, through appropriate testing procedures and/or evaluations.

C. Each Regular Lead Employee in the Facilities Maintenance Section shall receive a ten percent (10%) differential above the top step of the highest wage rate of classification(s) for which he/she serves as a Regular Lead.

D. Regular Lead workers have the responsibility of coordinating the work of the Employees to whom they are assigned to provide lead direction. Regular Lead workers assign job tasks and direct Employees' efforts to ensure that work gets done effectively while treating all Employees with respect and in a fair and consistent manner. A Regular Lead will be considered a working Lead. In addition to his/her Regular Lead duties, a Regular Lead shall continue to perform the regular work of the classification from which he/she was originally recruited.

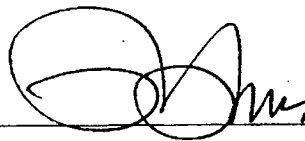
E. No Regular Lead Employee will discipline other Employees or perform formal Employee evaluations.

F. For Overtime and Holiday work assignments: When performing the regular work of the classification that he/she is leading, the Regular Lead of that specific classification will be offered the assignment (by area of responsibility, by shift, and then by seniority) only after Employees in that classification have been asked first.

G. The Shelter Refurb Crew will be assigned a Regular Lead. The Regular Lead will be recruited from the journey-level trades (currently Carpenter and Maintenance Constructor) of this work group. He/she will act as Lead only for employees assigned to the Shelter Refurb Crew. Should the Shelter Refurb Program terminate, the Regular Lead will revert back to their original classification and seniority.


APPROVED this 19 day of May, 2008.

By:



King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587




Lance F. Norton
President/Business Agent

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")**

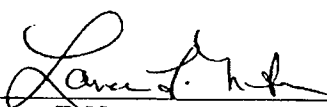
RE: Labor Management Relations Committee to discuss career path for service and laborer classifications in Power and Facilities

METRO and the UNION agree to initiate a Labor Management Relations Committee for the purpose of exploring a career path position for service and laborer classifications in the Power and Facilities Section. In this forum, the parties will discuss the creation of a new position, which may be called Maintenance Laborer, that would have a greater skill set than the Utility Laborer position and may be filled with existing employees in the Power and Facilities Section that are a lower paid classification than the wage eventually agreed to for this new position/classification. METRO management will work with the County's Human Resources Division to discuss the feasibility of the creation of this classification.

APPROVED this 19 day of May, 2008

By: 
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587


Lance F. Norton
President/Business Agent

Attachment I

16126

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND THE
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")

Subject: Wage Increase May 2009

Background:

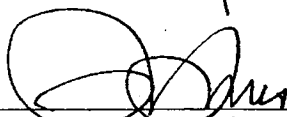
King County Metro and Amalgamated Transit Union Local 587 have negotiated in good faith and have agreed to the following wage settlement in addition to the terms set forth in the collective bargaining agreement (effective November 1, 2007 through October 31, 2010).

Agreement:

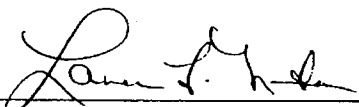
1. In addition to the cost of living adjustments to be paid pursuant to Article 14 of the collective bargaining agreement, base wages shall be increased by one percent (1%) effective on the start of the pay period that includes May 1, 2009.

2. The parties agree that this increase shall be a one-time increase in base wages that shall not establish precedent in any future collective bargaining.

APPROVED this 19 day of May, 2008

By: 
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587


Lance F. Norton
President/Business Agent

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND THE
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")**

Subject: Apprentice Program - 2-Year Track

1. METRO provided the Union with the new Apprentice Program - 2 Year Track Hiring Program by letter dated September 26, 2006.


2. Based on conversations between METRO and the Union, the parties hereby agree that the program as described in the attached October 2006 program description shall be implemented as described. The terms of the attachment are incorporated into this Agreement to implement the Apprentice Program - 2 Year Track Hiring Program. METRO agrees to not change any elements of this program to the extent that such changes result in a "change of working conditions" to the Apprentice Program - 2 Year Track Program without discussion with the Union. METRO will give preference to internal candidates during recruitments and inform the UNION of the ratio of Apprentice Program - 2 Year Track Program and Apprentice Program - 4 Year Track Program.

3. The Apprentice Program - 2 Year Track is not a new job description, and the program does not change the Mechanic job classification. Pages 18 and 19 of attachment are for illustrative purposes only.


4. METRO will keep the Union informed of which positions are designated as Apprentice Program - 2 Year Track at each shake up and agrees to meet and discuss the program as requested by the Union.

5. This Memorandum of Agreement shall be effective from November 1, 2007, through October 31, 2010.

APPROVED this 19 day of May, 2008

By: 
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587


Lance F. Norton
President/Business Agent

Attachment K

16126

King County Metro

Apprentice Mechanic Program - 2 Year Track



**Fleet Engineering
Vehicle Maintenance
King County Metro Transit
October 2006**

410U0306_Attach01

410U0708_Attach01

**Apprentice Mechanic Program - 2 Year Track
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Apprentice Mechanic Program – 2 Year Track

Article 1: Program Outline

1.1: Introduction

The King County Metro (KC Metro), Vehicle Maintenance Apprentice Mechanic Program - 2 Year Track provides Vehicle Maintenance the opportunity to hire mechanics with two years education but without practical hands-on shop experience.

1.2: Program Goal

- Hire individuals from community colleges with a certificate or AA degree in a heavy-duty diesel or automotive program.
- Provide the individual with the hands on skills needed to attain a journey level status.
- Provide a program custom tailored to meet the needs of KC Metro.
- Provide KC Metro a fully qualified transit mechanic upon program completion.

1.3: Program Explanation

1.3.1: The program will be open to all qualified applicants.

1.3.2: A public posting for available positions will include a job description and identify the minimum requirements for acceptance into the program. Candidates responding within the given time period will go through a recruitment process.

1.3.4: A Vehicle Maintenance Apprentice Mechanic will be subject to VM's Probationary Policy # 67. An apprentice mechanic who fails to complete the probationary period will be separated from employment as outlined in the probation policy.

1.3.5: The Apprentice Mechanic Program - 2 Year Track is a two-year program.

1.4: Orientation

In addition to the New Employee Orientation the apprentice mechanic will attend an orientation class outlining the program, safety procedures, classes, courses, certifications and other personnel policies.

1.6: Education

1.6.1: A Apprentice Mechanic applicant, at the time of application submittal, will be required to provide a sealed transcript from an approved or accredited college to King County Metro Human Resources Section (Transit HR) showing they have attained a minimum quarterly grade point average of 2.5 in all classes related to a heavy-duty diesel or automotive program. The date of graduation must be within the preceding 60 months of the application closing date.

1.6.2: King County Metro will conduct some in-house training. Additional training may include technical training not directly related to the equipment and/or machinery currently utilized by KC Metro. Non-technical training may or may not require documentation to prove competence. This training may be presented in-house or through contracted trainers.

Apprentice Mechanic Program – 2 Year Track

1.7: Seniority

1.7.1: Once a person is hired as an Apprentice Mechanic, he/she will be placed on the mechanic seniority list based upon the employee's starting date in the Apprentice Mechanic Program - 2 Year Track. Local 587 will determine seniority placement among mechanics.

1.7.2: During their time in the program, the Apprentice Mechanic s' name shall be printed on the mechanic seniority list to establish seniority. They will however show as "No Pick" on the seniority list until program completion. Work assignments, shift hours and worksite locations will not be subject to the pick process, but shall be assigned by King County Metro.

1.8: Working Hours

1.8.1: An Apprentice Mechanic will request time off work directly with their shift Chief.

1.8.2: If KC Metro calls an emergency, (snow schedule) the Apprentice Mechanic will work the same schedule as the mechanics at their base of assignment.

1.8.3: Overtime will be assigned in accordance with the labor agreement.

Apprentice Mechanic Program – 2 Year Track

Article 2: Screening and Recruitment

2.1: Screening Criteria

2.1.1: Recruitments will be posted and screened by Transit HR. The minimum criteria will be the same as the mechanic classification with the following exceptions:

- The applicant must have two years education and graduated from an accredited automotive or heavy-duty diesel program. The date of graduation must be within the preceding 60 months of the application closing date.
- A sealed college transcript must be provided to HR when the employment application is submitted.
- A minimum 2.5 GPA is required in all classes related to a heavy-duty diesel or automotive program.
- No hands on mechanical experience will be required prior to submittal of application

2.2: Selection Process

The selection process shall be conducted in accordance with Transit HR Vehicle Maintenance (VM) hiring guidelines.

- VM management sets the hiring qualification criteria.
- HR will apply the criteria to the application.
- All applicants passing the screening criteria will be given a written qualification test.
- Candidates who are successful on the written test will be invited to interview.
- The most competitive candidate(s) may be placed in the Apprentice Mechanic Program - 2 Year Track when KC Metro determines position openings are available. Additional candidates may be placed in a resource pool for future consideration.

2.3: Program Entry

Once selected, Apprentice Mechanics will be assigned a base location and work with Metro and base mechanics. An Apprentice Mechanic will receive both classroom and hands on training, working to complete tasks outlined in Article 13.

Apprentice Mechanic Program – 2 Year Track

Article 3: Apprentice Program – 2 Year Track Responsibilities and Requirements

3.1: Tools

3.1.1: An Apprentice Mechanic must be in possession of a minimum set of tools at the start of their program. The minimum set will be the same as required for a journey level mechanic and will be listed with the public job announcement. The minimum set of tools must be at the base of assignment within seven days from the date of hire.

3.1.4: An Apprentice Mechanic must obtain and maintain any additional tools necessary to perform the work corresponding to the level of his/her training, at his/her own cost.

3.2: Task Sheets

3.2.1: Each Apprentice Mechanic shall be responsible for the completion of the task sheets in Article 13.

3.2.2: Task sheets must be signed and completed by the Chief.

3.2.3: Task sheets must be completed reflecting a minimum of 500 hours each shake-up.

3.2.4: An Apprentice Mechanic will send copies of completed task sheets to Metro for review. Metro will review the task sheets and record the progress. If needed, Metro will meet with the Apprentice Mechanic to go over areas needing improvement.

3.3: Task Hours

3.3.1: It will be the daily responsibility of an Apprentice Mechanic to keep track of his/her task hours in the Apprentice Mechanic Database.

3.3.2: It is the responsibility of each Apprentice Mechanic to ensure that he/she has completed all of the hours required in each of the task sections. If there is a problem getting the appropriate training, it will be the responsibility of the Apprentice Mechanic to notify Metro or Supervisor of Fleet Engineering. Once the task hours in a section have been completed, the Apprentice Mechanic will move on to another system. They will be able to work on their own, under the supervision of a journey level mechanic or lead mechanic, on any system they have successfully completed.

3.5 Attendance:

3.5.3: An Apprentice Mechanic is subject to all attendance language in the labor agreement.

3.5.4: An Apprentice Mechanic will be responsible to inform Metro of any change in work status (OJI, Leave of absence, Long term illness, etc.).

3.6: Class Attendance

3.6.1: An Apprentice Mechanic will be required to attend and satisfactorily complete classroom assignments, safety training, and related state and/or federal certification classes as assigned by Metro or their Base Supervisor.

Apprentice Mechanic Program – 2 Year Track

3.7: Records

3.7.1: It is the responsibility of each Apprentice Mechanic to ensure that copies of certificates, transcripts and other training records are supplied to Metro for verification of training.

3.8: CDL

The Apprentice Mechanic is required to obtain and maintain a class "A" Commercial Drivers License ("CDL") with a passenger endorsement and air brake restriction removed. The license must be obtained within 90 days of hire, as outlined in VM policy #67 (probation) and VM policy #54 (CDL). Fleet Engineering will provide instruction to assist the Apprentice Mechanics in acquiring his/her class "A" CDL.

3.9: Certifications

It is the responsibility of an Apprentice Mechanic to maintain any required certifications and licenses.

3.11: Non compliance

An Apprentice Mechanic failing to comply with the requirements in Article 3 will be removed from the program.

Apprentice Mechanic Program – 2 Year Track

Article 4: Fleet Engineering Group Responsibilities

4.1: Work Assignments

Metro will assign the Apprentice Mechanic to a base. Metro will monitor the hours needed in each task and make work/base assignments accordingly. Metro, Chief and Lead Mechanic will be responsible for the hands on work assignments at the base. They will work together with the Apprentice Mechanic to keep him/her on track. When notified by the Apprentice Mechanic of a problem getting the appropriate hands-on training, Metro will make arrangements to ensure that hands-on training is provided on the required task.

4.2: Class Scheduling

4.2.1: Fleet Engineering will provide the Apprentice Mechanic with the necessary training courses. The Apprentice Mechanic and the shift chief will be notified of the upcoming class by a class enrollment notice.

4.2.2: Fleet Engineering will maintain a training database. All training will be documented and recorded. Training conducted by Fleet Engineering, colleges or outside contractors must be documented and entered in the database by Fleet Engineering. A hard copy of the completed tasks will be placed in the Apprentice Mechanic's personal file.

4.3: Certifications and Required Classes

Except for CDL, classes to maintain required certifications will be scheduled and provided by Fleet Engineering.

Apprentice Mechanic Program – 2 Year Track

Article 5: Program Coordinator Duties and Responsibilities

5.1: Records

Metro will be responsible for recording the following for each Apprentice Mechanic:

- Task sheets completed by the base chiefs.
- In house training.
- Assist in performance evaluations.
- Counseling sessions.

5.2: Training/Supplemental Education

Metro will be responsible for the program. These areas will include:

- Program development.
- Schedule base assignment.
- Selection of work assignments.
- Schedule course instruction when needed.

Apprentice Mechanic Program – 2 Year Track

Article 6: Base Supervisor, Chief and Lead Responsibilities

6.1: Hands-on Work

Metro, Chief and Lead Mechanic will be responsible for the hands on work assignments at the base. They will work together with the Apprentice Mechanic to keep the Apprentice Mechanic on track.

6.2: Apprentice Mechanic Database

The Chief and Lead Mechanic will work closely with Metro to ensure each Apprentice Mechanic fulfills the daily responsibility to keep track of his/her task hours in the Apprentice Mechanic database. In addition, they will schedule daily computer access with the Apprentice Mechanic for timekeeping.

6.3: Evaluations

The Chief will be responsible for completing probationary evaluations (as per VM policy #67) and performance evaluations (as per VM policy #72). All evaluations shall be placed in the Apprentice Mechanic's permanent file and a copy sent to Metro.

6.4: Certifications and Required Classes

It is the responsibility of the Chief to keep track of required certifications and renewals for the Apprentice Mechanic. When training is needed the Chief will notify Fleet Engineering.

6.5: Class Attendance

It is the responsibility of the Chief to ensure the Apprentice Mechanic's attendance at scheduled classes.

6.6: Work Status

The Chief will inform Fleet Engineering of any change in the Apprentice Mechanic's work status (OJI, Leave of absence, Long term illness, etc.).

6.7: Task Sheets

The Chief shall be responsible for completing task sheets as requested by the Apprentice Mechanic.

Apprentice Mechanic Program – 2 Year Track

Article 7: Performance Reviews

7.1: Performance Reviews

7.1.1: An Apprentice Mechanic will have a performance review by the base Chief before completing their probation, and thereafter on an annual basis following the same language as VM Policy #72. The purpose of this review is to ensure the Apprentice Mechanic is capable of performing adequately in the program and is on track for completing the requirements and timetables as set forth in the Apprentice Mechanic Program - 2 Year Track.

7.2: Performance Review Process

All performance reviews done by the base Chief will be placed in the Apprentice Mechanic's file as a permanent record of progress in the program.

If it is determined by Metro that an Apprentice Mechanic is not adequately performing his/her duties or is not on track for completing the requirements or timetables as set forth in the Apprentice Mechanic Program - 2 Year Track, Metro and the apprentice review committee will decide the appropriate action. Metro, the Base Supervisor and the Supervisor of Fleet Engineering will meet to discuss an appropriate course of action. Actions taken may include program and/or probation extension, or removal from the program. A person in the program who held status in other Local 587 positions may return to their old position. A person hired through outside recruitment may be terminated.

7.3: Review Results

Any action taken by Metro as a result of a performance review will be given to the Apprentice Mechanic in writing explaining the reasons why the action was taken.

Apprentice Mechanic Program – 2 Year Track

Article 8: Overtime

8.1: If qualified, the Apprentice Mechanic will be part of the mechanic seniority list when offering overtime. Refer to paragraph 1.8.3.

Apprentice Mechanic Program – 2 Year Track

Article 9: Wages

9.1: Step Placement

The Apprentice Mechanic will start at Step 1.

9.2: Wage Steps

An Apprentice Mechanic will have 2 wage step increments in accordance with the following wage table based on the mechanic classification.

Following entrance into the program:

First 12 months @ Step 1

Second 12 months @ Step 2

Upon satisfactory completion of all program requirements, the Apprentice Mechanic will be placed at step 3 of the pay range as a journey level mechanic. Progression through remaining steps will follow language outlined in the labor agreement.

Apprentice Mechanic Program – 2 Year Track

Article 10: Areas of Hands on Work

10.1: Components Required Task Hours

An Apprentice Mechanic will enter a specific area of study. They will be assigned to a base and work with a mechanic or a lead mechanic at the base. The minimum hours worked in each task area shall be as listed below. Metro may adjust minimums only if there is not an availability of related work. The Apprentice Mechanic will be informed of this decision. The focus at all times is to ensure a well-rounded education.

DRAFT – example only

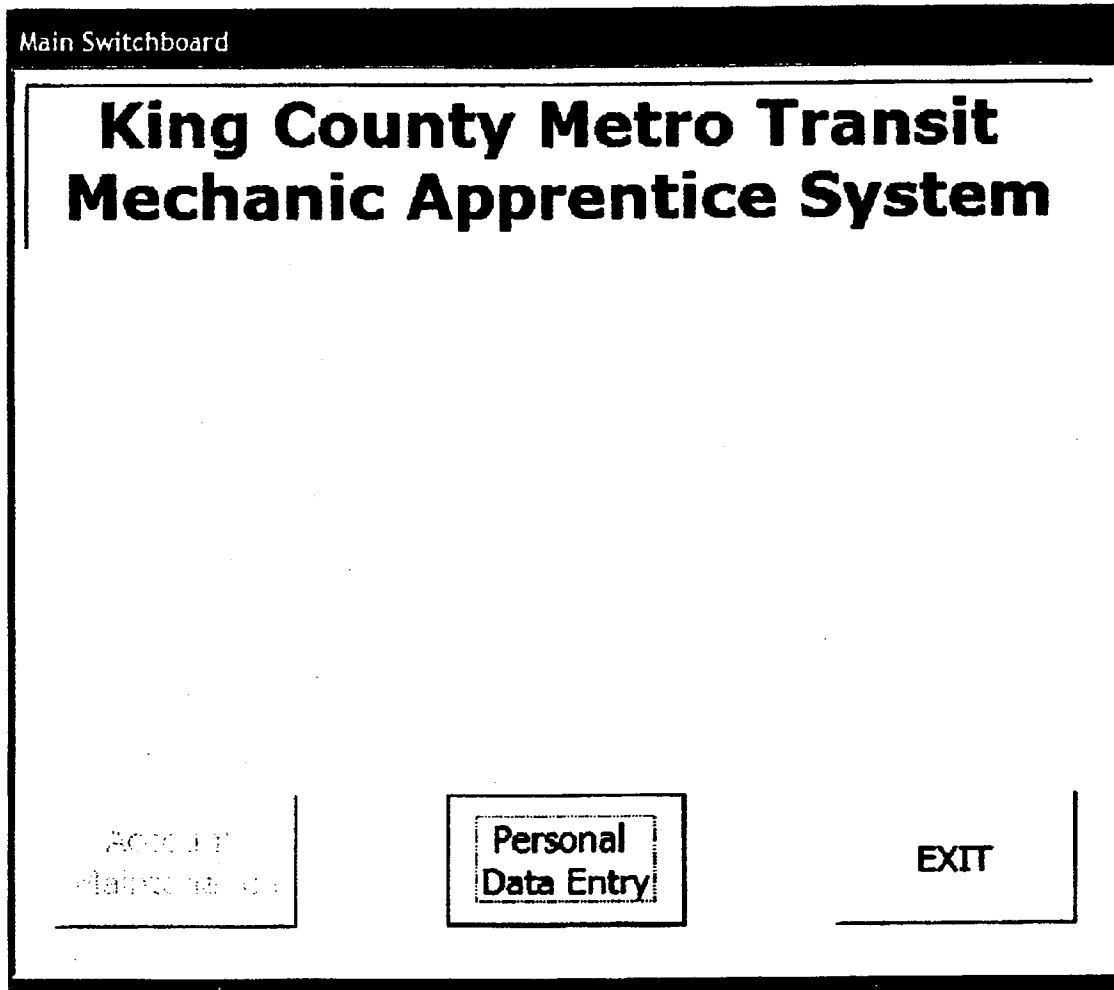
<i>Component Supply Center</i>	<i>Minimum Hours</i>	<i>Complete</i>	<i>Remaining</i>
Air Components Rebuild	80	0	80
Differential Rebuild	80	0	80
Electric Shop	280	0	280
Engine Rebuild	400	0	400
Fuel Pumps / Injectors	80	0	80
Machine Shop	80	0	80
Radiator Shop	16	0	16
Transmission Rebuild	440	0	440
<hr/>			
<i>Diesel Coach Fleet</i>	<i>Minimum Hours</i>	<i>Complete</i>	<i>Remaining</i>
Charging and Starting Systems	120	0	120
Engine T/S and Repairs	200	0	200
Inspections	200	0	200
Transmission T/S and Repair	120	0	120
<hr/>			
<i>General Coach Repair</i>	<i>Minimum Hours</i>	<i>Complete</i>	<i>Remaining</i>
Air and Brakes	640	0	640
Alignment and Suspension	160	0	160
Axles, Differentials and Drivelines	160	0	160
HVAC	200	0	200
Low Voltage Electrical	400	0	400
Miscellaneous Repair	400	0	400
Road Calls and Wrecker	80	0	80
Wheelchair Lift	240	0	240
<hr/>			
<i>Trolley Coach Fleet</i>	<i>Minimum Hours</i>	<i>Complete</i>	<i>Remaining</i>
Current Collection	120	0	120
Driver Training	24	0	24
High Voltage / Propulsion	360	0	360
Inspections	200	0	200

Apprentice Mechanic Program – 2 Year Track

Article 11: Apprentice Mechanic Data Base

11.1: Main Switchboard [Example shown below]

A Apprentice Mechanic database is used to keep track of the person's time in each task area. Each Apprentice Mechanic will receive an access disc and a password. After logging on with the correct password, the switchboard screen below will appear.



After clicking on the personal data entry button the screen on the next page will appear.

Apprentice Mechanic Program – 2 Year Track

11.2: Data Entry [*Fleet Engineering needs to redo screen names.*]

The employee ID and name fields will be filled automatically. A category is selected from the drop down list. A task is selected in the same manner. Today's date will automatically fill the date field, but can be highlighted and changed as needed. The hours worked on the task will be entered in the "hours" field. The process can be repeated for each task area worked in on a given date. The View/Edit Data and the View Report buttons will bring up the screens shown on the following pages. The Switchboard button will bring the switchboard screen back.

Apprentice Data Entry

Employee ID:	<input type="text" value="gibbst"/>
Name:	<input type="text"/>

Category:	<input type="text"/>
Task:	<input type="text"/>
Date:	<input type="text" value="3/20/2003"/>
Hours:	<input type="text" value="0"/>
	<input type="button" value="View/Edit Data"/>

Minimum Task Hours:	<input type="text"/>
Hours Completed:	<input type="text"/>
Hours Left:	<input type="text"/>
	<input type="button" value="Switchboard"/>
	<input type="button" value="View Report"/>
	<input type="button" value="EXIT"/>
Record:	<input type="button" value="⏪"/> <input type="button" value="⏩"/> <input type="text" value="1"/> <input type="button" value="⏴"/> <input type="button" value="⏵"/> <input type="button" value="⏶"/> <input type="button" value="⏷"/> of 1

Apprentice Mechanic Program – 2 Year Track

11.3: View/Edit Data

The View/Edit Data screen shows each entry as a line item. This screen is a multiple page consecutive list and can be used to confirm or edit an entry. If a mistake is made, the Apprentice Mechanic can highlight a line item by clicking in the gray column at the left and delete it. They can then move back to the Data Entry screen and re-enter the item. Moving back from this screen is accomplished by clicking on the X in the gray box. Be careful not to click the X in the red box, as it will close the entire program.

EmployeeID	Category	TimeCode	TaskCode	Date	Hours
	General		13	5/21/2003	1
	Diesel		10	5/21/2003	2
	General		17	5/21/2003	4.5
	General		18	5/21/2003	0.5
	General		19	5/20/2003	0.5
	Trolley		24	5/20/2003	1.5
	Diesel		11	5/20/2003	6
	General		14	5/19/2003	1
	Trolley		24	5/19/2003	1.5
	Diesel		11	5/19/2003	6.5
	General		18	5/19/2003	1.5
	General		13	5/19/2003	5.5
	General		13	5/16/2003	1
	Diesel		10	5/16/2003	0.5
	General		17	5/16/2003	2
	General		16	5/16/2003	1
	General		13	5/16/2003	1
	Trolley		21	5/16/2003	4
	CSC		1	5/16/2003	8
	Off	SL		5/16/2003	8
	Diesel		11	5/16/2003	6.5
	CSC		2	5/15/2003	8
	General		14	5/15/2003	1.5
	General		17	5/15/2003	2
	General		13	5/15/2003	3.5
	General		18	5/15/2003	1
	Off	SL		5/15/2003	8
	General		16	5/15/2003	2
	Trolley		21	5/15/2003	4
	Trolley		23	5/15/2003	2
	General		13	5/15/2003	8
	Diesel		10	5/14/2003	4
	Trolley		23	5/14/2003	3
	General		13	5/14/2003	2
	General		20	5/14/2003	1.5
59151	Trolley		21	5/14/2003	1.5

Record: 14 | 1 of 3768

From the switchboard, the View Report button will bring up the screen shown on the next page.

Apprentice Mechanic Program – 2 Year Track

11.4: View Report/Task Hours *[Will be modified to reflect correct tasks and hours.]*

The View Report screen shows each category and task. Hours for each task are shown in three columns:

- Minimum Task Hours – Total hours needed in task area.
- Hours Completed – Hours completed in task area.
- Hours Left – Hours left to meet minimum in task area.

The Task “hours” columns are automatically updated each time an entry is made.

TASK HOURS			
<i>Tuesday, March 18, 2003</i>			
<i>EmployeeName: Igo, Ken</i>		<i>EmployeeID: 98765</i>	
<hr/>			
Component Supply Center	Minimum Hours	Complete	Remaining
Air Components Rebuild	80	0	80
Differential Rebuild	80	0	80
Electric Shop	280	0	280
Engine Rebuild	400	0	400
Fuel Pumps / Injectors	80	0	80
Machine Shop	80	0	80
Radiator Shop	16	0	16
Transmission Rebuild	440	0	440
<hr/>			
Diesel Coach Fleet	Minimum Hours	Complete	Remaining
Charging and Starting Systems	120	0	120
Engine T/S and Repairs	200	0	200
Inspections	200	0	200
Transmission T/S and Repair	120	0	120
<hr/>			
General Coach Repair	Minimum Hours	Complete	Remaining
Air and Brakes	640	0	640
Alignment and Suspension	160	0	160
Axles, Differentials and Drivelines	160	0	160
HVAC	200	0	200
Low Voltage Electrical	400	0	400
Miscellaneous Repair	400	0	400
Road Calls and Wrecker	80	0	80
Wheelchair Lift	240	0	240
<hr/>			
Trolley Coach Fleet	Minimum Hours	Complete	Remaining
Current Collection	120	0	120
Driver Training	24	0	24
High Voltage / Propulsion	360	0	360
Inspections	200	0	200
<hr/>			

Apprentice Mechanic Program – 2 Year Track

Article 12: Forms



King County Performance Appraisal - Apprentice Mechanic

Employee Name: _____
 SSN: _____
 Department/Division: Transportation/Vehicle Maintenance
 Job Title: Apprentice Mechanic
 Job Class Number: 7503
 Hire Date: _____
 Rating Period (to/from dates): _____
 Please check appropriate box: 3 Month 5 Month Tri-annual

1 Criteria Letter	2 Weight	3 Rating	4 Score (2x3)	Criteria and/or Comments
A	2		0	Demonstrates thorough job knowledge and technical competence:
B	2		0	Demonstrates skill in use of tools and equipment as needed:
C	1		0	Demonstrates and practices good safety awareness:
D	3		0	Is dependable, reliable and practices good attendance habits:
E	2		0	Gathers and uses information effectively:
F	3		0	Provides a quality work product:
G	2		0	Demonstrates initiative, problem solving skills and a strong willingness to learn:
H	1		0	Effectively communicates both orally and in writing:
I	2		0	Meets deadlines and produces more than adequate quantity of work:
J	1		0	Practices a cost effective management of resources:
K	2		0	Makes decisions and/or recommendations within the scope of the position:
L	3		0	Demonstrates values and workplace behaviors expected toward coworkers:
				Performance Score:
Total	24	0	0	0
Performance Score = Total Score of Column 4 divided by Total Weight of Column 2				

Apprentice Mechanic Program – 2 Year Track

Apprentice Mechanic Job Description

REPORTS TO

Chief of Vehicle Maintenance
Mechanic Metro, or
Lead Mechanic

BASIC FUNCTION

Serve as an Apprentice Mechanic performing and assisting in the maintenance of all KC Metro buses and associated equipment. Perform increasingly more responsible bus and component repair duties under the close supervision of experienced mechanics. Install bus accessories and auxiliary parts. Perform routine adjustments on bus equipment. Participates in training classes related to this trade. Do related work as required.

DUTIES AND RESPONSIBILITIES

An Apprentice Mechanic will assist mechanics in the diagnosis, disassembly, repairing and reassembling of engines, transmissions, differentials, brakes, heads, blowers, injectors, and other mechanical equipment.

An Apprentice Mechanic may be assigned to auxiliary areas such as the air room and the electronic shops where he/she will learn basic skills and other bus repairs. Other phases of training will be in the service and inspection pits under the guidance of a certified mechanic inspector.

An Apprentice Mechanic will learn to operate a variety of power hand tools, as well as operate gas, diesel, and electrically powered vehicles.

An Apprentice Mechanic will complete and pass all related supplemental training classes, seminars, courses and other tests as determined by Metro.

An Apprentice Mechanic will input and extract data using a computer terminal as required.

Perform other related duties as assigned.

Apprentice Mechanic Program – 2 Year Track

Minimum Qualifications

EDUCATION

Applicants must be at least 18 years of age at the time of hire. The ability to read, write, and understand English and Math is required. An Apprentice Mechanic will be required to provide a sealed transcript from an approved or accredited college to Transit HR. They must have attained a minimum quarterly grade point average of 2.5 in all classes related to a heavy-duty diesel program.

The date of graduation must be within the preceding 60 months of the application closing date.

OTHER REQUIREMENTS

Must be able to pass the required physical examination prior to employment. Must have a Washington State driver's license. Within the first 90 days from their initial date of entering the program the Apprentice Mechanic must obtain a class A CDL. For continued employment, he/she must be able to pass KC Metro's transit coach operation-training program and meet all current and future KC Metro licensing requirements.

KNOWLEDGE

The job requires the ability to read, write, and understand English and Math. The ability to learn to operate a variety of power and hand tools is required.

PHYSICAL

The job requires considerable physical skill and sustained periods of physical effort. The position requires heavy lifting, with assistance, of up to 100 pounds.

INTERPERSONAL

The job requires ordinary conversational skills and courtesy, and the ability to exchange or provide routine information. Contacts are primarily with other KC Metro personnel.

ENVIRONMENT

Work is performed in a shop environment with exposure to high noise levels, oil, grease, bus fumes and other hazards. Work is often performed in cramped or awkward positions.

RESPONSIBILITY

The Apprentice Mechanic is responsible for progressively developing skills for the safe and proper care and maintenance of assigned KC Metro equipment. The Apprentice Mechanic is also responsible for the timely completion of supplemental courses and classes assigned during training.

Apprentice Mechanic Program – 2 Year Track

Article 13: Task Sheets

<u>Task</u>	<u>Section</u>
<i>Left Blank</i>	1
Brakes and Air System	2
Electric Shop	3
Electronics	4
Engine	5
General Maintenance	6
Heating and Ventilation	7
Inspection Procedures	8
Machine Shop	9
Steering and Suspension	10
Transmission	11
Trolley Maintenance	12
Wheelchair Lift	13
Wrecker Calls	14

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
KING COUNTY DEPARTMENT OF TRANSPORTATION ("METRO")
AND THE
AMALGAMATED TRANSIT UNION, LOCAL 587 ("UNION")

Subject: Extension of Agreement on Rehire of Employees Who Have Had
Non-Disciplinary Medical Terminations

Background:

1. On March 26, 2007, METRO and the UNION executed a Memorandum of Agreement that addressed the topic of the rehire of employees who have had non-disciplinary medical terminations. That Memorandum of Agreement is coded 410U0507 and is attached hereto.

2. The parties wish to continue this program through the duration of the next collective bargaining agreement.

Agreement:

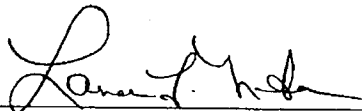
1. Memorandum of Agreement 410U0507 is hereby extended for a term of November 1, 2007 through October 31, 2010.

APPROVED this 19 day of May, 2008.

By: 

King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587



Lance F. Norton
President/Business Agent

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY DEPARTMENT OF TRANSPORTATION ("Metro")
AND
AMALGAMATED TRANSIT UNION, LOCAL 587 (Union")**

Subject: Rehire of Employees Who Have Had Non-Disciplinary Medical Terminations

The following agreement is intended to supersede any past practice, policies, memoranda of agreement, or contract language between Metro and the Union that governs the restoration of leave balances, salary rates, and union seniority, for employees who have had Non-Disciplinary Medical Termination (NDMTs).

1. Metro shall use terminology requested by the County's Human Resources Division in Human (presently stated in Resources Bulletin 06-LER-01 (Revised August 18, 2006) but subject to change) regarding rehire or reinstatement. However, nothing in this Agreement shall prohibit Metro from negotiating a reinstatement agreement with the Union for an employee who has had an NDMT.
2. The Union's constitution and bylaws shall determine employees' union seniority. Metro's use of rehire or reinstatement terminology shall not be determinative in this decision.
3. A rehired employee who had an NDMT and who returns to his/her same classifications within one year from date of termination shall have his/her pay step and vacation accrual rate restored to the step or rate held at the time of separation. Pay step progression and vacation accrual progression shall continue with the date of rehire, with "time-in-service" credit being given for the time spent in the pay step or vacation accrual rate prior to termination. However, no "time-in-service" credit shall be given during the period of termination itself.
4. This Agreement shall be effective upon the date that it is fully executed by all signatory parties. This Agreement shall have no retroactive effect and shall not apply to any employees with NDMTs reemployed prior to its effective date.

5. The process for an employee who has had an NDMT and who wishes to be rehired in his/her former classification shall be to notify the Reassignment Program of his/her medical release and renewed ability to work.

6. The County retains all rights to determine whether a former employee is eligible for rehire.

For Amalgamated Transit Union, Local 587:

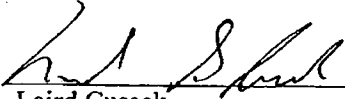


Lance Norton
President/Business Agent

3-26-2007

Date

For King County Metro Transit:

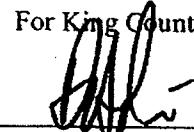


Laird Cusack
Supervisor, Transit Employee Relations

3-26-2007

Date

For King County:



David S. Levin
Labor Negotiator

03/26/2007

Date