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AGREEMENT BETWEEN

AMALGAMATED TRANSIT UNION, LOCAL 587

AND

KING COUNTY

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1 AGREEMENT BETWEEN
2 AMALGAMATED TRANSIT UNION, LOCAL 587
3
4 AND
5 KING COUNTY
6

7 PARTIES TO THE AGREEMENT

8 This AGREEMENT is made and entered into by and between KING COUNTY METRO
9 TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as "METRO",
10 and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees
11 of METRO covered by this AGREEMENT, hereinafter referred to as the "UNION".
12

13 PREAMBLE

14 The purpose of this AGREEMENT is to provide a working understanding between METRO
15 and the Employees represented by the UNION. In order to best serve the public interest, the parties
16 agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, METRO and
17 the UNION agree that this can best be accomplished by maintenance of adequate facilities, staffing
18 and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled
19 to fair wages and working conditions as provided in this AGREEMENT, including all protections
20 preserved by law. Further, the parties recognize that a key element in the provision of fair working
21 conditions includes a commitment to the concept of just cause with respect to employee discipline.
22 To that end, the parties have set forth in Article 4, Section 3, specific major infractions which will
23 result in discharge or, under certain circumstances, suspension.

24 DEFINITIONS

25 The terms "negotiate" or "bargain", as used in this AGREEMENT, shall mean the duty to
26 meet upon request and negotiate with an intention of arriving at an agreement. Unless specifically
27 stated, the use of these terms does not require that the issue be submitted to arbitration if no
28 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 RCW 49.60.180.

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

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

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

27 CONVENTIONS

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

1 or plural, means and applies to those employees of METRO included within the Bargaining Unit, and
2 that this AGREEMENT covers only those Employees.

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

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

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

9 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 25 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 thirty (30) days after his/her date of employment, except as otherwise restricted, or provided for, by
15 law. However, if the Employee is a member of a bona fide religious organization which denies
16 UNION membership, the above requirement shall be satisfied by the payment of an amount equal to
17 initiation fees and regular UNION dues to a non-religious charitable organization approved by the
18 UNION.

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 (7) days will result in discharge by
24 METRO.

25 C. Calculation of the thirty (30) day period in Paragraph A shall not include periods
26 of temporary employment of less than ninety (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 METRO 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" by 44", unless otherwise agreed by
22 METRO and the UNION. All materials posted shall be signed by an Officer of the UNION or shall
23 be on UNION letterhead. Copies of any materials posted will be sent to the appropriate manager and
24 to Transit Human Resources. No material shall be posted on or in METRO property by, or on behalf
25 of, the UNION or its members, except as provided above. However, during terms of general UNION
26 election of officers, METRO and the UNION shall agree upon suitable space and conditions for the
27 posting of campaign literature. In addition, METRO will continue to provide adequate space adjacent
28 to each UNION bulletin board for a clipboard.

SECTION 7 – LABOR-MANAGEMENT RELATIONS COMMITTEE

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

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

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

3. Reports from division level labor-management committees.

4. Other matters of mutual concern.

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

SECTION 8 – JOINT SAFETY COMMITTEE

The Joint Safety Committee shall meet once each quarter unless agreement is reached by committee members for more frequent meetings. The committee shall consist of three (3) members appointed by METRO and three (3) members appointed by the UNION. Duties of the committee shall be restricted to discussing safety goals and making recommendations to help METRO improve safety standards for all METRO job classifications.

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 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 sixty (60)
5 days in advance of implementation of such technological change and further agrees to negotiate with
6 the 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. If, after a reasonable length of time, the
15 article is unclaimed by its owner, the article shall be returned to the finder; provided that the finder
16 claims the article within the thirty (30) days after the list of unclaimed articles is posted in the bases;
17 and, provided further that “return if unclaimed” and Employee’s name and Employee identification
18 number appear on the lost and found tag. Articles to be returned to Employees will be held in a
19 secured locked area.

20 **SECTION 3 – PAYROLL DEDUCTIONS**

21 No payroll deduction shall be made, except those required by law or authorized by the
22 Employee. An Employee may directly deposit his/her entire paycheck to the Metro Credit Union or
23 any other financial institution affiliated with the Northwest Clearing House Association.

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

25 A. METRO will arrange for adequate restrooms to be used by Employees on all
26 routes and shall take all reasonable steps to ensure their sanitary condition. Any other restroom on an
27 Employee’s route may be used in an emergency situation. METRO shall arrange for and designate
28 restroom facilities as near as possible to each terminal of each route. METRO will identify potential

1 restrooms for new routes and meet with the UNION to review the routes prior to forwarding them for
2 Council approval.

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

5 **SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS**

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

8 B. Solicitations for funds or other purposes and the circulation of non-METRO
9 business-related lists, petitions, endorsements, or other documents shall not be conducted on METRO
10 property or among Employees on duty, except with the written consent of METRO. METRO will not
11 solicit complaints or comments from Employees concerning their wages, hours, or material working
12 conditions without the approval of the UNION.

13 **SECTION 6 – DEFECTIVE EQUIPMENT**

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

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

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

23 No Employee shall be required to take a lie detector test or be subject to unlawful
24 surveillance. Random or indiscriminate surveillance will not be made by means of recording
25 equipment and/or telephones without advance consent from the President/Business Representative of
26 the UNION, unless such surveillance is for the security of the public and/or Employees in the
27 Downtown Seattle Tunnel System or for the security of METRO funds in fixed locations other than
28 revenue vehicles. No Employee will be disciplined for work conduct observed on a security

1 surveillance system, except for conduct constituting a major infraction as listed in Article 4, Section
2 3.

3 **SECTION 8 – SERVICE LETTER**

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

6 **SECTION 9 – METHOD OF NOTIFICATION**

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

12 **SECTION 10 – SUBCONTRACTING**

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

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

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

26 D. METRO agrees to convert existing, fixed route, subcontracted service to van
27 service, as defined in Articles 15 and 16, by September, 1996. No later than December 1, 1995,
28 METRO and the UNION will meet to negotiate discontinuing subcontracting dial-a-ride service. If

1 the parties are unable to reach agreement by March 29, 1996, on this issue, METRO may continue
2 subcontracting dial-a-ride service to a maximum of one and one-half percent (1-1/2%) of total service
3 hours. After January 1, 1997, if the parties still have not reached agreement, METRO may
4 subcontract dial-a-ride service to a maximum of two percent (2%) of total service hours.

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

8 ***SECTION 11 – VENDING MACHINE PROCEEDS***

9 A. METRO agrees to lease space for vending machines in Transit facilities to an
10 organization which will in turn contract with the UNION for payment of the historical and traditional
11 twenty-five percent (25%) of the net proceeds it receives from these vending machines to the ATU,
12 Local 587 Support Group or Retirees Chapter for social, recreational and charitable purposes.

13 B. METRO will not terminate its contract with MERAA and/or its successors as long
14 as that organization agrees to provide the aforesaid twenty-five percent (25%) of the net proceeds.

15 ***SECTION 12 – PROBATIONARY PERIOD***

16 Each full-time Employee, except as modified by Article 25, Section 2, shall have a six (6)
17 month probationary period commencing with his/her date of employment and/or date of qualification,
18 where required. A Part-Time Operator who has completed probation and who becomes a Full-Time
19 Operator will not serve a second probationary period. Upon qualification, each part-time Employee,
20 Assigned Rider Information Specialist and On-Call Waterfront Streetcar Conductor shall have a
21 probationary period of one (1) calendar year or one thousand forty-four (1044) work hours, whichever
22 comes first. Upon satisfactory completion of this evaluation period, the Employee will enjoy all
23 rights of regular Employee status.

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

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

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

2 **SECTION 14 – VACATION AND AC DONATION**

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

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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 thirty (30) days for a single offense in accordance with this AGREEMENT;
5 provided, however, that if such suspension is unjustifiable, the Employee shall be paid for the time
6 lost; and further provided that, no Employee shall be relieved of duty or suspended for minor
7 infractions of 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 8.

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 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
- 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 sexual harassment
- 24 • Committing a felony while on duty or conviction of a job-related felony
- 25 • Serious or repeated discrimination, as prohibited under Article 2.

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

SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS

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

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

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

SECTION 5 – REMOVING INFRACTIONS

A minor infraction which is one (1) year old shall be crossed off the Employee's record. Future disciplinary action will be based on the number of infractions that remain. For example, if an Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on January 3rd of the next year. When an Employee takes a leave of absence that is at least thirty (30) calendar days, the total time on leave will be added to the one (1) year period that must elapse before a minor infraction is crossed off that Employee's record. A permanent record of all minor infractions will be maintained.

SECTION 6 – MISSES

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

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

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

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

4 D. Except in Vehicle Maintenance, misses include late reports, unexcused absences
5 and absences. All misses shall be recorded. Those recorded in a sixty (60) calendar day period shall
6 be subject to the following controls:

7 1. Misses (including late reports, absences and unexcused absences):

8 Third – Informational Notice.

9 Fourth and/or Fifth – Oral Reminder.

10 Sixth – Written Reminder.

11 Seventh – Discharge, unless METRO determines that there are unusual
12 circumstances which cause a suspension to be appropriate.

13 2. Unexcused Absences:

14 First – Informational Notice.

15 Second – Oral Reminder.

16 Third – Written Reminder.

17 Fourth – Discharge, unless METRO determines that there are unusual
18 circumstances which cause a suspension to be appropriate.

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

20 1. Seven:

21 1st Occurrence – two (2) day suspension.

22 2nd Occurrence within twelve (12) months of the first occurrence – one
23 (1) day paid decision-making leave.

24 3rd Occurrence within twelve (12) months of the first occurrence –
25 discharge.

26 2. Eight:

27 1st Occurrence – one (1) day paid decision-making leave.

28 2nd Occurrence of seven (7) or eight (8) within twelve (12) months of

the first occurrence – discharge.

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3. Nine:

1st Occurrence – discharge.

F. Any Employee who is due to receive a one (1) day paid decision-making leave and who has had such a leave at any time previously will receive a one (1) day decision-making leave without pay.

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

H. A continuous record of sixty (60) days without a miss will cancel the first late report or absence that is less than twelve (12) months old. Thereafter, each continuous thirty (30) days without a miss will cancel the next late report or absence on the Employee's record, until all are cancelled. Should the Employee have a miss, another sixty (60) day period must be completed before more cancellations will be made. For the purpose of administering this Paragraph, any time missed from work due to unpaid leaves of absence or suspension will not be counted toward a continuous record of sixty (60) and/or thirty (30) days without a miss.

SECTION 7 – MISSES – TRANSIT OPERATORS

A. Misses for Transit Operators include:

1. Unexcused Absence – Failure to report within one (1) hour after designated report time or a Full-Time Operator's failure to accept late report. An unexcused absence will result in loss of assignment and pay for the day.

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

3. Absence – An unexcused absence, which has been changed to an absence, or a Part-Time Operator calling the base up to thirty (30) minutes after his/her report time or reporting in person up to one (1) hour after his/her report time.

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

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

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

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

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

11 3. Each Operator on late report will be assigned to the bottom of the report list
12 in order of arrival. One (1)-hour of pay will be guaranteed to Full-Time Operators who are assigned
13 to late report. If an assignment can be made, normal procedures shall prevail.

14 4. At the end of one (1) hour, an Operator on late report will report to the Base
15 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on
16 report. If such Operator is continued on report, the one (1) hour guaranteed pay will be included in
17 the two and one-half (2-1/2) hour report guarantee.

18 5. If an Operator on late report fails to report to the Base Dispatcher/Planner
19 after one (1) hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is
20 given after the hour, the Operator will be paid from the beginning of the late report up to the
21 beginning of the assignment. If an Operator on late report fails to report to the Base
22 Dispatcher/Planner after one (1) hour and is notified of such by the Base Dispatcher/Planner when
23 being given the assignment, the Operator will be paid for one (1) hour of late report and for the
24 assignment, if it is worked. If an Operator on late report fails to report to the Base Dispatcher/Planner
25 after one (1) hour and is notified of such by the Base Dispatcher/Planner and is not used for an
26 assignment, the Operator will receive pay only for one (1) hour of late report.

27 6. If, after one (1) hour, no work is available, the Operator will be released, or
28 placed at the bottom of the report list for work later in the day at a minimum pay of two and one-half

1 (2-1/2) hours.

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

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

7 1. A Full-Time Operator may provide a written request to the immediate
8 supervisor the same day as his/her unexcused absence. If such request is granted, the Operator either
9 will be placed at the bottom of the report list for work later in the day at minimum pay of two and
10 one-half (2-1/2) hours or will be told to return home.

11 2. A request for a miss to be changed to an absence or excused absence must
12 be presented, in writing, to the immediate supervisor, within five (5) workdays of the occurrence.
13 The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
14 absence.

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

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

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

26 3. A Transit Operator coming off the sick list must notify the base by 10:00
27 a.m. in order to be scheduled for work the next day. One (1) continuous incident of sick leave will be
28 charged to an Operator who anticipates returning to work and comes off the sick list prior to 10:00

1 a.m., but whose licensed practitioner will not release the Operator for duty the following day.

2 **SECTION 8 – MISSES – EMPLOYEES OTHER THAN TRANSIT OPERATORS AND**
3 **VEHICLE MAINTENANCE EMPLOYEES**

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

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

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

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

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

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

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

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

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

28 **SECTION 9 – PROBATIONARY EMPLOYEES**

1 The discipline of probationary Employees is the sole responsibility of METRO. Those
2 Employees who are not satisfactory, in the judgment of METRO, will be discharged. Discharges
3 during the probationary period are not subject to the grievance and/or arbitration procedures in this
4 AGREEMENT; however, the Employee will, upon request, have the right to a termination review.
5 The termination review must be requested within ten (10) days of the notification of discharge.
6 METRO will schedule the termination review and respond to the UNION, in writing, within a
7 reasonable time.

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

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

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

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

17 B. If, however, after such a review, it is found that the Employee in question was not
18 completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon
19 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. Time limits defined in this Section may be extended by a written agreement
9 between the parties. However, should either party breach the time limitation, that party shall forfeit
10 all rights and claims to the grievance; and the grievance shall be considered resolved in the other
11 party’s favor; it being understood that such forfeiture does not decide the merits or establish a
12 precedent.

13 C. If a grievance arises, it shall be put in writing, specifying the act or event being
14 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been
15 violated, and the remedy sought. It will be handled in the following manner, except that grievances
16 pertaining to the discharge of an Employee shall be processed in accordance with Paragraph D.

17 **Step 1:** Within fifteen (15) days of the act or knowledge of the act being
18 grieved, the Employee shall present the written grievance to his/her supervisor and/or base
19 supervisor. Thereafter, the supervisor/base supervisor shall meet with the Employee and a Shop
20 Steward/UNION Officer, unless waived in writing by the Employee, to discuss the grievance.
21 METRO shall, within twenty (20) days after receipt of the grievance, notify the UNION of its
22 decision by fax and/or written copy. If the UNION Business Representative/designee determines that
23 the grievance has merit, it may be referred to Step 2 within ten (10) days of such notification. Such
24 referral must be in writing.

25 **Step 2:** The grievance shall be presented to the division manager/designee.
26 Thereafter, the division manager/designee shall meet with the Employee and the UNION Business
27 Representative/designee to review and discuss the grievance. If a grievance involves discipline, the
28 person who issued the discipline will not conduct the meeting. METRO shall, within twenty (20)

1 days from receipt of the Step 2 referral, notify the UNION in writing of its decision. The UNION
2 Business Representative/designee may, within ten (10) days from the notification, refer the grievance
3 to Step 3. Such referral must be in writing.

4 **Step 3:** The grievance shall be presented to the Manager of Transit Human
5 Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a
6 committee consisting of the Manager of Transit Human Resources/designee, division
7 manager/designee and other appropriate METRO personnel for the purpose of resolving the
8 grievance. The meeting shall be held and a written decision shall be sent to the UNION within forty
9 (40) days after receipt of the Step 3 referral. If no agreement can be reached at Step 3, the UNION
10 Business Representative/designee may appeal to arbitration by notifying the Manager of Transit
11 Human Resources in writing. Such referral must be sent by registered mail, certified mail or fax,
12 within sixty (60) days after the UNION receives the Step 3 decision.

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

15 **Step 1:** Within fifteen (15) days of the act or knowledge of the act being
16 grieved, the Employee shall present the written grievance to his/her supervisor and/or base
17 supervisor. Prior to a Step 1 hearing, the discharged Employee may choose to appeal his/her
18 discharge to the King County Personnel Board. Such appeal will withdraw and void any grievance
19 filed through the UNION procedure. If the Employee chooses to be represented by the UNION,
20 he/she waives any right to appeal to the King County Personnel Board. The supervisor/base
21 supervisor shall meet with the Employee and the UNION Business Representative/designee (unless
22 waived in writing by the Employee) to discuss the grievance. METRO shall, within twenty (20) days
23 after receipt of the grievance, notify the UNION of its decision by fax and/or written copy. If the
24 UNION Business Representative/designee determines that the grievance has merit, it may be referred
25 to Step 2 within ten (10) days of such notification. Such referral must be in writing.

26 **Step 2:** The grievance shall be presented to the Manager of Transit Human
27 Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a
28 committee consisting of the Manager of Transit Human Resources/designee, section

1 manager/designee and other appropriate METRO personnel for the purpose of resolving the
2 grievance. The meeting shall be held and a written decision shall be sent to the UNION within forty
3 (40) days after receipt of the Step 2 referral. If no agreement can be reached at Step 2, the UNION
4 Business Representative/designee may appeal to arbitration by notifying the Manager of Transit
5 Human Resources in writing. Such referral must be sent by registered mail, certified mail or fax
6 within sixty (60) days after the UNION receives the Step 2 decision.

7 E. Time spent by Employees adjusting grievances and/or pursuing arbitration is not
8 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
9 the Employee's normal working hours, the Employee will not suffer a loss in compensation.

10 Grievances shall be heard during management's normal working hours unless stipulated otherwise by
11 both parties.

12 SECTION 2 – ARBITRATION PROCEDURE

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

18 1. METRO and the UNION shall mutually agree upon a list of five (5)
19 impartial arbitrators as soon as possible after the execution of this AGREEMENT.

20 2. The names on such list of arbitrators shall rotate and the next arbitrator
21 starting from the top of the list shall be scheduled to hear a grievance, unless METRO and the
22 UNION agree to select another arbitrator on the list. The UNION will contact the arbitrator to
23 determine his/her availability and will be responsible to schedule all requested arbitrations. The
24 selected arbitrator will then be placed at the bottom of the list.

25 3. The selected impartial arbitrator may hear more than one (1) case, if
26 mutually agreed by both parties, provided said arbitrator hears and decides each case independently
27 before proceeding to the next case.

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

1 should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be
2 scheduled for more arbitrations.

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

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

10 C. No more than one (1) grievance shall be submitted before the same arbitrator at
11 one (1) hearing, unless agreed upon in writing by both parties prior to the scheduling of the
12 arbitration.

13 D. The Arbitration Board shall settle or decide a grievance submitted for arbitration
14 within thirty (30) days after the date of the submission of post-hearing briefs, or after the date of the
15 arbitration hearing if no briefs are submitted.

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

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

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

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

28 G. If the arbitrator upholds the grievance, Metro shall pay the costs of the arbitrator.

1 If the grievance is denied, the Union shall pay the cost of the arbitrator. If both parties agree to cancel
2 an arbitration, prior to the decision of the arbitrator, the cancellation fee shall be split by both parties.

3 **H.** METRO and the UNION agree to attend a pre-arbitration conference not later than
4 fourteen (14) days before each scheduled arbitration. The purpose of such conference shall be to
5 discuss and narrow issues, to explore settlement, and to treat other matters relevant to the arbitration
6 proceeding.

7 **I.** The arbitration hearing shall be conducted under the rules and regulations set forth
8 by the American Arbitration Association.

9 **SECTION 3 – MEDICAL ARBITRATION**

10 A grievance from an Employee who is removed from service or refused permission to return
11 to work from sick leave or a leave of absence due to a physical or mental disability, which prevents
12 the Employee from performing all of his/her duties, will be handled in the following manner:

13 **Step 1:** The Employee shall present to METRO a medical release from his/her
14 physician, which authorizes the Employee to perform, without restriction, all duties of his/her
15 position. In the absence of such medical release, the parties agree that no grievance exists. If
16 METRO does not accept the medical release, METRO will, at its expense, refer the Employee to a
17 physician of METRO's choice for a medical examination. If METRO's physician authorizes the
18 Employee's return to work, the Employee will be allowed to work and METRO will pay all back
19 wages and benefits from the date of the Employee's original medical release. If METRO's physician
20 does not authorize the Employee's return to work and the Employee still wishes to work, the Union
21 Business Representative or designee may within forty-five (45) days from notification refer the
22 grievance to Step 2. Such referral must be in writing.

23 **Step 2:** If the Employee's physician and METRO's physician disagree on whether the
24 Employee may return to work, the two physicians shall discuss the issue. If these physicians cannot
25 resolve the issue, it shall be referred to the Arbitration Board in accordance with Section 2. The
26 Arbitration Board will determine whether the Employee can perform his/her duties without
27 restriction. The decision of the Arbitration Board shall be final and binding on the parties. Should
28 the Arbitration Board rule in favor of the Employee, the Employee shall be returned to work without

1 loss of seniority. The Arbitration Board shall determine the date upon which the Employee, in the
2 Arbitration Board's opinion, was able to fully perform the duties of his/her position. The Employee
3 shall receive all back pay and benefits from that date. Should the Arbitration Board rule in favor of
4 METRO, the Employee (excluding entry level probationary Employees) will be given priority
5 consideration for obtaining another King County job for which the Employee meets minimum
6 requirements and in which he/she can be placed in accordance with METRO's Merit System. The
7 power and the authority of the Arbitration Board shall be limited strictly to determining whether the
8 Employee can perform his/her duties. The Arbitration Board shall not have the authority to add to,
9 subtract from, or modify METRO's job descriptions.

10 **SECTION 4 – EXPEDITED ARBITRATION**

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

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

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

- 27 1. The power and authority of the arbitrator shall be to hear and decide each
28 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of

1 the AGREEMENT;

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

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

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

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

13 C. If the parties are unable to agree within fourteen (14) calendar days of notification
14 on an expedited arbitration procedure, the arbitration procedure in Section 2 of the Article 5 shall be
15 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 (2) 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 (2) or more Employees are promoted/transferred at the same time to the
8 same 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,
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; however,
14 for a Part-Time Operator who is reclassified as a Full-Time Operator, the date of reclassification shall
15 be determinant. For the purposes of this Paragraph, Supervisors, as listed in Article 25, Section 1
16 shall be considered one (1) 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. An Employee, who is promoted or transferred to a position in METRO outside of
26 the Bargaining Unit, shall retain his/her Bargaining Unit seniority for one (1) year from the date of
27 promotion or transfer; however, such employee shall retain his/her Bargaining Unit seniority for
28 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 (1) year will not be eligible for
4 reinstatement of seniority in such classification. In no case shall such a demotion displace any
5 Bargaining Unit 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 – SENIORITY LISTS**

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

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

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

METRO will not lay off any Employee except due to reduction in service, lack of work, lack of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs forty-five (45) days or more in advance in order to allow METRO and the UNION to investigate whether Employees scheduled for layoff may continue to be employed by METRO. If a reduction in the work force should prove unavoidable and provisions cannot be made to retain affected Employees at different job classifications within METRO, then METRO and the UNION will form a relocation task force to seek alternate gainful employment for affected Employees.

SECTION 2 – METHOD OF REDUCTION

A. METRO shall determine the positions to be eliminated. Layoffs shall occur by inverse seniority, within the affected job classification, within the division.

B. A laid-off Employee who has attained regular status in another job classification may displace a less senior Employee in said classification. A position in the highest paying classification, in which there is a less senior Employee and in which the Employee previously has attained regular status, will be offered, except that an Employee shall not be placed into a classification from which the Employee has demoted or failed to complete the probationary period. For such purpose, seniority shall be calculated to include all time spent in the classification in which the Employee is placed, plus any continuous time spent in other Bargaining Unit classifications with higher top step wage rates, in which the Employee had attained regular status.

SECTION 3 – RECALLING LAID-OFF EMPLOYEES

A. An Employee shall be eligible for reinstatement for twenty-four (24) months following layoff and shall be recalled to service in the order of his/her seniority within a division, and by job classification. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to the most recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO within ten (10) 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 seniority list.

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ARTICLE 8: HOLIDAY**SECTION 1 – VEHICLE MAINTENANCE, FACILITIES MAINTENANCE, RIDER INFORMATION, AND SPECIAL CLASSIFICATION EMPLOYEES**

Eligible Employees, except Employees in the classifications of Transit Operator, Revenue Coordinator, Supervisor, and Waterfront Streetcar Conductor, shall be granted the eleven (11) holidays specified in Section 4, as days off with eight (8) hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight (8) hours AC time. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight (8) hours pay for such day and will receive AC time at the rate of time and one-half (1-1/2) for all time worked.

SECTION 2 – FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS, SUPERVISORS, AND WATERFRONT STREETCAR CONDUCTORS,

Eligible Employees in the classifications of Full-Time Transit Operator, Revenue Coordinator, Supervisor, and Waterfront Streetcar Conductor shall be granted the eleven (11) holidays specified in Section 4 as days off with eight (8) hours pay. An Employee who is on RDO or vacation on the day of observance shall receive eight (8) hours AC time. An Employee who works on the day of observance, as a part of his/her regular work schedule, will receive eight (8) hours pay for such day and will receive AC time for all time worked, calculated in the method provided in this AGREEMENT for work performed on non-holidays.

SECTION 3 – PART-TIME TRANSIT OPERATORS

Each eligible Part-Time Transit Operator shall be granted New Year's Day off with pay equal to his/her current picked assignment.

SECTION 4 – DAYS OF OBSERVANCE

Each listed holiday shall be observed once each calendar year on the date established by state law or, if there is no such law, on the date established by METRO. When one (1) of the holidays designated below falls on Sunday, the holiday shall be observed on Monday. When one (1) of the holidays designated below falls on Saturday, the holiday shall be observed on Friday.

New Year's Day	Labor Day
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Martin Luther King Junior Day	Veterans Day
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1	Lincoln's Birthday	Thanksgiving Day
2	Presidents' Day	Day after Thanksgiving
3	Memorial Day	Christmas Day
4	Independence Day	

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6 **SECTION 5 – PERSONAL HOLIDAY**

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

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

13 1. When an Employee has not used his/her personal holiday during a payroll
14 year, the holiday will be converted to eight (8) hours of vacation or ten (10) hours of vacation if
15 he/she is working a regularly picked 4/40 assignment.

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

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

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

22 C. An Employee must complete the initial ninety (90) calendar days of employment
23 before taking a personal holiday.

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

26 E. An eligible on-call or assigned Employee will receive eight (8) hours pay when
27 taking or cashing out a personal holiday.

28 **SECTION 6 – SHIFT DIFFERENTIAL**

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

2 **SECTION 7 – ELIGIBILITY**

3 A. No holiday time will be allowed when an Employee is off the payroll for more
4 than three (3) consecutive workdays immediately preceding the holiday.

5 B. No holiday time will be allowed when an Employee is off the payroll on the
6 workdays immediately before or after the holiday, unless such Employee returns from leave on a
7 holiday and works the holiday and his/her next three (3) regular workdays.

8 C. No holiday time will be allowed when an Employee has an unexcused absence on
9 a workday immediately before or after the holiday.

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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 forty (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, or a Part-Time or On-Call Conductor shall accrue
 11 vacation according to the applicable accrual rate, and be subject to the applicable maximum annual
 12 and maximum biweekly vacation accruals, per Paragraph G, starting with the first pay period after
 13 completion of one (1) year of active service from his/her most recent date of employment in his/her
 14 classification. Service credit will be given for such year for determining future accrual rates.

15 D. The applicable accrual rate for all Employees except Transit Operators, will be
 16 based upon years of active service since the Employee's most recent date of employment. The
 17 applicable accrual rate for all Full-Time Transit Operators will be based on years of active,
 18 continuous full-time service.

19 E. Active service shall not include unpaid leaves of absence which exceed thirty (30)
 20 consecutive calendar days.

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

23 **G. Vacation Accrual Table**

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25 Completed Years of Active Service	26 Vacation Hours Accrued Per Paid Straight-Time Hour	27 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
28 0-4	.0385	3.080	80	10

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
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

H. Each Employee shall be paid for accrued vacation to a maximum of eight (8) hours per day, except as provided elsewhere in this AGREEMENT.

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

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

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

SECTION 2 – SCHEDULING VACATIONS

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

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 the week which includes New
7 Year's Day, shall receive holiday pay, in lieu of vacation pay, for New Year's Day.

8 **SECTION 3 – SELECTION OF VACATIONS**

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

11 **SECTION 4 – VACATION CARRY OVER**

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

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

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

28 B. The number of vacation days carried over shall not exceed the number of annual

1 vacation days for which the Employee is currently eligible. No Part-Time Transit Operator shall
2 carry over more than the number of hours listed in Paragraph A.

3 C. An Employee desiring to use accumulated carryover vacation which he/she has not
4 picked may use up to two (2) days per year in single day increments with the prior approval of his/her
5 immediate supervisor. All other carryover vacation must be used in blocks of five (5) or more days
6 and must be approved at least thirty (30) days in advance.

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

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

11 An Employee who has accrued more than eighty (80) hours of vacation in a year may elect to
12 cash out a portion of his/her vacation, provided he/she picks a minimum of eighty (80) hours of
13 vacation. Once a year, during the first vacation pick of the year for an Employee's work unit, an
14 Employee may elect to cash out a minimum of eight (8) hours up to a maximum of sixty (60) hours.

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

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

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

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

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

24 C. An Employee entering active military service will continue to accrue vacation for
25 time spent in military service up to a maximum of one (1) year. Such accrual will be credited to the
26 Employee upon return to METRO from military leave.

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

28 An Employee elected to full-time UNION office, who takes an extended leave of absence

1 under the provisions of Article 10, Section 3, shall be paid for whatever vacation he/she has earned by
2 the effective date of leave before taking such leave. Alternatively, he/she may retain credit for all
3 accumulated vacation, to be used after the leave of absence, in accordance with the procedures
4 contained in Article 10, Section 3. However, should such UNION Officer not resume his/her
5 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 (1) year, may be
5 granted, at METRO’s option, for reasons other than those described in this Article. A reasonable
6 amount of compassionate leave will be available to Employees under warranting circumstances as
7 determined by METRO. Requests must be submitted in writing to an Employee’s immediate
8 supervisor before any leave of absence begins. No unpaid leave of absence will be granted to an
9 Employee to accept employment with another employer, except leaves for UNION business or leaves
10 for government service in the public interest. The decision to grant or deny an unpaid leave of
11 absence is not subject 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 (2) days off with pay for bereavement leave and one (1) additional day off with pay
16 when total travel from the Employee’s home to the memorial service and back exceeds two hundred
17 (200) miles. Additionally, an Employee may use vacation, AC time and/or up to three (3) days of
18 accrued sick leave for bereavement leave purposes, with the approval of the Employee’s supervisor.
19 METRO may, at its discretion, grant bereavement leave for persons other than those listed above
20 where a close family relationship exists. Use of sick leave for bereavement leave purposes shall not
21 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
24 days on bereavement leave. Such pay shall be based on the Employee’s regular assignment to a
25 maximum of eight (8) hours per day, except as provided in Article 12.

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

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

13 **C.** All full-time Local 587 UNION Officers, one (1) International UNION Officer,
14 one (1) A.F.L.-C.I.O.-elected Officer and/or one (1) full-time elected Metro Credit Union Officer
15 shall be granted extended leaves of absence from METRO.

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

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

22 **F.** During days of general UNION election, additional members not to exceed forty-
23 five (45), shall be granted leave to act as tellers.

24 **SECTION 4 – JURY DUTY**

25 **A.** Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
26 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
27 duty and submits proof of report for same, he/she shall receive time off with pay at his/her regular
28 rate of pay for his/her regular assignment, not to exceed eight (8) hours per day for each day served.

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

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

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

15 **SECTION 5 – MILITARY LEAVE**

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

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

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

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

25 3. The Employee will be paid for those days he/she normally would be
26 scheduled to work during such leave up to a maximum of eight (8) hours per day.

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

SECTION 6 – MATERNITY/PATERNITY LEAVE

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2 A. Upon request, an Employee shall be granted a maximum of six (6) months unpaid
3 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption
4 of his/her child. A request for such leave shall be filed with the Employee's immediate supervisor at
5 least sixty (60) days in advance of the anticipated leave commencement.

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

SECTION 7 – FAMILY LEAVE

11
12 A. Employees will be granted family leave for up to twelve (12) work weeks during
13 any 24-month period to care for a dependent child who has a terminal health condition. Such leave
14 shall be unpaid; except that the Employee may use all other available paid leave, including vacation,
15 sick leave and AC time, as part of the twelve-workweek period. When possible, the Employee must
16 provide METRO with fourteen (14) days notice prior to taking such leave; however, the Employee
17 must notify METRO no later than one (1) day after the start of the leave. METRO may require an
18 Employee to provide written verification, from a licensed physician who is treating the child,
19 regarding the terminal nature of the child's medical condition.

20 B. An Employee will be granted family leave for up to twelve (12) workweeks during
21 any 24-month period to care for a parent or spouse who has a terminal health condition. Such leave
22 shall be unpaid; except that the Employee may use vacation and AC time as part of the twelve-
23 workweek period.

24 C. "Terminal health condition" means a condition caused by injury, disease or illness
25 that, within reasonable medical judgment, is incurable and may result in death within the period of
26 leave provided in this Section.

SECTION 8 – WITNESS LEAVE

27
28 A. Any Employee called as a witness on behalf of METRO during an investigation or

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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.

7 **SECTION 9 – FMLA/FAMILY LEAVE RE-OPENER**

8 In November of 1998, there was pending before the King County Council a revised Family
9 Medical Leave Act ordinance. Ninety (90) days after the ratification of this Agreement or ninety (90)
10 days after the adoption of the Family Medical Leave Act ordinance, whichever is later, METRO and
11 the UNION will meet to negotiate regarding the issues addressed in the revised Family Medical
12 Leave Act ordinance.

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1 **ARTICLE 11: SICK LEAVE**

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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 (3) calendar
9 days immediately following the injury.
- 10 4. To care for the Employee's child if the following conditions are met:
- 11 a. The child is under the age of eighteen (18).
- 12 b. The Employee or the Employee's spouse/domestic partner is the
13 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person having
14 custody/legal control of the child.
- 15 c. The Employee's child has a health condition requiring the
16 Employee's personal supervision during the hours of his/her absence from work.
- 17 d. The Employee actually attends to the child's care during the absence
18 from work.
- 19 5. The care of an Employee's adult family member whose health condition
20 requires the Employee's personal supervision during his/her absence from work. Such paid leave will
21 be limited to a maximum of five (5) days per calendar year.

22 B. After the third incidence of absence in a twelve-month period, and/or for any
23 absence that exceeds two (2) working days, an Employee, upon notification, may be required to
24 submit a verified medical report, acceptable to METRO, from a licensed practitioner, stating that the
25 Employee was unable to perform his/her duties, the date of treatment/hospitalization, or that the
26 Employee was required to supervise a sick family member. Absences for sick leave must be reported
27 at least thirty (30) minutes before the Employee is scheduled to report.

28 C. For a one (1) year trial period, medical verification shall be required only for any

1 absence that causes an Employee to exceed six (6) days of sick leave usage in a twelve-month period.
2 Two (2) partial days will be considered one (1) day, except in the classifications of Vehicle
3 Maintenance and Facilities Maintenance where partial days will not be counted. A partial day shall
4 mean an absence for any portion of the Employee's assigned work. When an Employee requests that
5 sick leave be used as compensation for absences covered by the Family Medical Leave Act, a
6 verification may be required; but such days shall not be counted toward the six (6) day threshold.

7 **D.** An absence reported less than thirty (30) minutes before an Employee is scheduled
8 to report will be considered unexcused and will not be changed to an excused absence unless such
9 Employee can submit verification from a licensed practitioner that he/she or his/her child received
10 medical treatment and the Employee was unable to report the absence as required. Payment will be
11 made only when the Employee, child, or qualifying family member is sick.

12 **E.** The ability to work regularly is a requirement of continued employment. An
13 Employee who is absent repeatedly; or whose absences precede or follow RDOs, or follow some
14 other pattern; or who abuses sick leave, will be subject to disciplinary action. METRO may, at its
15 discretion, visit or call an Employee at home to verify illness.

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

17 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
18 of 0.046 hours for each hour on regular pay status to a maximum of forty (40) hours per week. No
19 Employee shall be entitled to sick leave with pay during the first thirty (30) days of employment.
20 There shall be no limit on the amount of sick leave that can be accumulated.

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

22 **A.** An Employee shall receive sick leave pay only for hours missed from a regular
23 assignment, to a maximum of eight (8) hours at his/her regular straight-time rate per day for each
24 workday absent. A full-time Employee shall receive eight (8) hours sick leave pay for each full day
25 missed from work, unless his/her accrued sick leave balance is less than eight (8) hours. A full-time
26 Employee working a four/forty (4/40) schedule will be paid sick leave in accordance with Article 13,
27 Section 8.

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

1 C. Upon separation from employment as a result of death or service retirement, as
2 defined by the Washington State Public Employee's Retirement System or the City of Seattle
3 Retirement System, an Employee or his/her estate shall be paid thirty-five percent (35%) of accrued
4 sick leave at the rate of pay in effect at time of separation. An Employee retiring under the City of
5 Seattle Retirement System will have the option of having the legal equivalent of this thirty-five
6 percent (35%) of accrued sick leave paid toward medical care premiums.

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

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

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

15 **SECTION 4 – USE OF AC TIME**

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

19 **SECTION 5 – RESERVE SICK LEAVE**

20 Transit Operators employed as of November 1, 1977, were credited with a balance of sick
21 leave known as reserve sick leave. Such reserve sick leave may be used only for an illness during
22 which the Transit Operator is hospitalized as an inpatient for at least twenty-four (24) hours. No sick
23 leave shall be transferred from such reserve account to the active account. All regular sick leave in
24 the active account must be exhausted before sick leave in the reserve account may be used.

25 **SECTION 6 – SICK LEAVE DONATIONS**

26 Each calendar year, an Employee who has more than one hundred (100) hours of sick leave
27 may donate a maximum of twenty-four (24) hours, in eight (8) hour increments, to individuals
28 employed by King County. Donated sick leave becomes the property of the recipient. Donated sick

1 leave may not be cashed out by the recipient upon retirement. Sick leave may be donated only to
2 individuals employed by King County who have exhausted sick leave, vacation leave and AC time.

3 **SECTION 7 – MANAGEMENT/UNION SICK LEAVE PILOT PROGRAM**

4 In an effort to replace the current sick leave verification program, the UNION and METRO
5 will meet for the purpose of establishing an alternative program. Said committee will meet no later
6 than thirty (30) days after ratification of this labor agreement. Within ninety (90) days the alternative
7 program will be identified and implemented for a trial period of at least one (1) year. At the end of
8 the trial period the UNION and METRO will again meet to evaluate the program’s success. Should
9 the program be deemed unacceptable by either party, both parties will decide whether or not to
10 continue the program, consider alternatives, or revert to the language in Section 1.C. of this Article
11 for another year.

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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 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 during 1999. Benefits for 2000 and 2001 will be the same
16 unless modified by the Labor-Management Insurance Committee, in which case the UNION may
17 negotiate 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. Qualified Employees will be eligible for the insurance benefits on the first day of
23 the month following qualification or hire date, whichever is later.

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

27 F. For the purposes of this AGREEMENT, "half-time" shall mean twenty (20) hours
28 per week.

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

3 A. The medical, dental and vision insurance benefits developed by the Labor-
4 Management Insurance Committee will be available to part-time, assigned and on-call Employees,
5 who are regularly scheduled to work less than half-time, on the first day of the month following their
6 qualification date or hire date, whichever is later. METRO will contribute an amount equal to eighty
7 percent (80%) of the IPA HMO premium for Employee-only coverage; the Employee will pay the
8 remaining portion of the premium through payroll deduction.

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

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

14 **SECTION 3 – MEDICAL BENEFITS – RETIREES**

15 Within thirty (30) days of service retirement, a retired Employee with five (5) or more years
16 of consecutive service may continue medical and vision coverage with METRO at the prevailing
17 METRO group rate until age sixty-five (65) or until he/she becomes eligible for Medicare. Such
18 Employee waives all rights to COBRA coverage.

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

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

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

28 A short-term disability plan shall be made available to all full-time Employees. Enrollment in

1 the plan is mandatory. Coverage shall begin as set forth in the policy. The Employee shall pay the
2 monthly premium by payroll deduction. METRO shall administer the policy.

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

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

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

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

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

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

Item	Maximum Value
Watch	\$50.00
Uniform clothing	replacement
Wallet	\$20.00
Bag	\$50.00
Purse	\$25.00

1 Driver's License	replacement
2 Employee Transit Pass	replacement

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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 eighty (80) hours times his/her hourly rate minus any mandatory deductions per pay
17 period. The percentage shall be as follows:

- 18 a. For the first sixty (60) work days missed – 100%.
19 b. For the next sixty (60) work days missed – 90%.
20 c. For the next one hundred forty (140) workdays missed – 80%.

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

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

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

27 1. Notify METRO's Workers' Compensation Office if unavailable for more
28 than twenty-four (24) hours during a Monday through Friday period.

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

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

5 4. Accept alternative job assignments which are offered by METRO and
6 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
7 Employee's physician if identified restrictions require clarification.

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

9 6. When notified at least forty-eight (48) hours in advance, attend all meetings
10 and independent medical examinations scheduled by METRO concerning the Employee's status or
11 claim, unless other medical treatment conflicts with the METRO appointment and the Employee
12 notifies METRO's Worker's Compensation staff or the Employee's immediate supervisor at least
13 twenty-four (24) hours prior to such meeting or examination.

14 7. If records indicate two (2) "no shows" for scheduled medical or vocational
15 services, supplemental payments may be terminated, provided such Employee and the UNION are
16 notified seven (7) days in advance.

17 D. An Employee who misses work due to an on-the-job injury will continue to accrue
18 vacation and sick leave on straight-time hours of work missed to a maximum of ninety (90) workdays
19 during each calendar year. One (1) such ninety (90) day accrual will be allowed for each industrial
20 injury.

21 E. If an Employee exhausts supplemental payments, he/she may use sick leave,
22 vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B.

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

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

1 be paid an additional one (1) hour of straight-time pay.

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

5 **SECTION 10 – LEGAL DEFENSE**

6 Whenever an Employee is named as a defendant in civil action arising out of the performance
7 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
8 shall, at the written request of such Employee, furnish counsel to represent such Employee to a final
9 determination of the action, without cost to such Employee.

10 **SECTION 11 – COMMERCIAL DRIVERS LICENSE**

11 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
12 who are required to have a CDL and for all Supervisors.

13 **SECTION 12 – GENERAL CONDITIONS**

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

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

18 C. METRO shall not make its monthly contribution for medical, dental, group life
19 insurance, long term disability insurance, or vision care for any Employee who is on leave of absence
20 or other unpaid status for thirty (30) consecutive days or more, except as provided by the Family
21 Medical Leave Act or Article 10, Section 3, Paragraph B.

22 **SECTION 13 – ACCUMULATED TIME**

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

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

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

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

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

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

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ARTICLE 13: FOUR/FORTY (4/40) ASSIGNMENTS**SECTION 1 – DEFINITION OF FOUR/FORTY (4/40) EMPLOYEES**

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

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

SECTION 2 – REGULAR DAYS OFF

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

SECTION 3 – HOLIDAYS

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

SECTION 4 – PERSONAL HOLIDAY

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

SECTION 5 – VACATION AND AC TIME

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

SECTION 6 – BEREAVEMENT LEAVE

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

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1 Employee who has no sick leave may substitute AC time or vacation, if available, for an Employee
2 who is granted additional time off in accordance with Article 10, Section 2 will be paid ten (10) hours
3 sick leave, AC time and/or vacation per workday for up to three (3) additional days.

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

5 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her
6 regular rate of pay for ten (10) hours for each workday served on jury duty or military leave,
7 respectively. An Employee may be required to revert to a work schedule of eight (8) hours per day,
8 five (5) days per week for each pay week in which the leave is taken.

9 **SECTION 8 – SICK LEAVE**

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

12 **SECTION 9 – DISABILITY**

13 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
14 disability according to hours normally scheduled to work. For any full weeks of disability, such
15 Employee shall be considered as if he/she is an eight (8) hour per day, five (5) day per week
16 Employee.

17 **SECTION 10 – OVERTIME**

18 All hours worked in excess of ten (10) hours in the scheduled workday or work on any of the
19 three (3) RDOs shall be paid at the overtime rate of one and one-half (1-1/2) times the existing
20 straight-time rate of pay for actual overtime hours worked, except where otherwise specified in this
21 AGREEMENT.

22 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

23 Employees will be provided with a minimum thirty (30) days notice prior to the cancellation
24 of a 4/40 shift, except in the Operations division, when run cuts make this impossible.

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1 ARTICLE 14: RATES OF PAY

2 *SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS*

3 A. Effective November 1, 1998, the top hourly wage rate for each job classification
4 will be increased by sixty-five cents (65¢) 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, Part-Time Conductors, On-Call Conductors, Supervisors and
8 Supervisors-in-Training, each job classification will have five (5) step increments as follows: first
9 step will be seventy percent (70%) of the top rate of the classification; upon completion of twelve
10 (12) months, the second step will be eighty percent (80%); upon completion of the next twelve (12)
11 months, the third step will be ninety percent (90%); upon completion of the next six (6) months, the
12 fourth step will be ninety-five percent (95%); and upon completion of the next six (6) months, the
13 fifth step will be one hundred percent (100%). A new hire in the position of Mechanic may start at
14 the ninety percent (90%) rate if METRO determines that he/she is a fully qualified mechanic.

15 2. Supervisors-in-Training will have three (3) step increments as follows: first
16 step will be eighty-five percent (85%) of the top pay rate for the classification for which they are
17 training. Upon completion of six (6) months, the second step will be eighty-seven and five-tenths
18 percent (87.5%) of the top pay rate for the classification for which they are training. Upon
19 completion of the next six (6) months, the third step will be ninety percent (90%) of the top pay rate
20 for the classification for which they are training. Supervisors will have five (5) step increments as
21 follows: first step will be ninety percent (90%) of the top rate of the classification; upon completion
22 of six (6) months, the second step will be ninety-two and five-tenths percent (92.5%); upon
23 completion of the next six (6) months, the third step will be ninety-five percent (95%); upon
24 completion of the next six (6) months, the fourth step will be ninety-seven and five-tenths percent
25 (97.5%); and upon completion of the next six (6) months, the fifth step will be one hundred percent
26 (100%).

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

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4. Part-Time Transit Operators, Part-Time Conductors and On-Call

Conductors will have five (5) step increments as follows: first step will be seventy percent (70%) of the top rate of the classification; upon completion of twenty-four (24) months, the second step will be eighty percent (80%); upon completion of the next twenty-four (24) months, the third step will be ninety percent (90%); upon completion of the next twelve (12) months, the fourth step will be ninety-five percent (95%); and upon completion of the next twelve (12) months, the fifth step will be one hundred percent (100%).

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

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

SECTION 2 – COST OF LIVING

A. There will be two (2) full percentage cost-of-living adjustments payable on November 1, 1999, and November 1, 2000.

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

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

C. The adjustments paid on November 1 shall be for the twelve (12) month period reported in October. The base month for the adjustments paid on November 1 shall be September of the previous year.

D. The cost-of-living adjustment for the top step of each job classification shall be ninety percent (90%) of the number determined by the formula in Paragraph B times the base wage for such classification and shall be at least two percent (2%) and not more than six percent (6%). Such adjustment shall never result in a wage reduction. The base wage for each classification shall increase by at least three (3%) on November 1, 1999 and November 1, 2000. The base wage for each classification for the cost of living adjustments, shall be the top step wage in effect October 31, each year, for that classification. Other steps in the wage progression for each classification will be recalculated according to Section 1, based on the adjusted top step.

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

SECTION 3 – WORK OUTSIDE OF CLASSIFICATION

A. All assigned work performed in a higher paid classification will be paid a minimum of two (2) hours at the rate of the higher paid classification. When an Employee is assigned such work for more than two (2) hours up to and including four (4) hours, he/she will be paid at such rate for four (4) hours. When an Employee is assigned such work for more than four (4) hours, he/she will be paid at such rate for eight (8) hours and will be paid at the overtime rate for such classification, if applicable, for time in excess of eight (8) hours.

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

4 **SECTION 4 – FLSA REQUIREMENTS**

5 A. All applicable non-overtime premiums received (e.g., spread pay and student pay)
6 will be added into an Employee’s total compensation for the calculation of the “regular rate of pay”.

7 B. A Rover, extra person, or a Relief Supervisor who has his/her RDOs changed,
8 resulting in a workweek of over forty (40) hours, will be paid overtime for all hours in excess of forty
9 (40). METRO will attempt, whenever possible, to provide such Employee with two (2) days off
10 during each scheduled workweek.

11 **SECTION 5 – VOLUNTARY DEMOTION**

12 Employees who accept a voluntary demotion into a lower paid bargaining unit position
13 because of poor health or other compelling reasons, as mutually agreed upon by the parties, will be
14 placed at a salary step within the new position’s salary range which most closely matches the
15 Employee’s salary in his or her former salary range, but does not exceed the rate of pay received by
16 the Employee in his/her former classification.

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

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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 (8) hour minimum guarantee of straight-time pay per day, not
5 to exceed five (5) days per week, or a ten (10) hour minimum guarantee of straight-time pay per day
6 not to exceed four (4) days per week, provided he/she has accepted all work assigned as specified in
7 the remainder of this Article. For each regularly scheduled workday or portion thereof on which a
8 Regular or Extra Board Operator does not perform his/her assignment, he/she shall lose his/her
9 guarantee for that day and he/she shall be paid only for actual time worked, unless otherwise provided
10 in this AGREEMENT. A regularly scheduled workday shall be defined as a day on which an
11 Employee is normally required to work.

12 B. There will be two (2) kinds of Full-Time Transit Operators: Regular Operators and
13 Extra Board Operators. A Regular Operator shall mean a Full-Time Transit Operator who picks runs
14 as a work assignment for his/her eight (8) or ten (10) hour guarantee. An Extra Board Operator shall
15 mean a Full-Time Transit Operator who picks the Extra Board or Report and works all assignments
16 placed on the Extra Board for his/her eight (8) hour guarantee.

17 C. A Regular or Extra Board Operator who desires to work on a less than full-time
18 basis while attending school or for compassionate reasons may, with METRO's approval, be
19 transferred to Group D status, provided he/she has completed one (1) continuous year of service as a
20 Regular or Extra Board Operator immediately preceding transfer to this group. Group D Operators
21 will be subject to the following:

22 1. A Group D Operator will be paid his/her normal hourly rate and will have
23 the same guarantees as a Part-Time Operator for each tripper assignment worked. A Group D
24 Operator who chooses to work weekends will have the same daily and assignment guarantees as a
25 Full-Time Operator. Group D Operators shall be eligible for the benefits and conditions of regular
26 Part-Time Operators, except that a Group D Operator who is available to work both weekend days
27 will retain the Medical/Dental/Vision benefits of a Full-Time Operator.

28 2. A Group D Operator who works only on weekdays will work on holidays

1 when his/her picked tripper is scheduled to be in service. On Sunday-schedule holidays, he/she will
2 be limited to working his/her picked tripper(s) only.

3 3. A Group D Operator who chooses to work on weekends may be assigned
4 eight (8) hour work on holidays.

5 4. Group D Operators may participate in Part-Time Operator move-ups Group
6 D Operators may work on the Additional Tripper List and pick Part-Time Operator vacation reliefs.

7 5. Group D Operators will pick their vacations as Full-Time Operators with
8 the amount of vacation taken in accordance with Article 9.

9 D. "Loader" shall refer to a Regular or Extra Board Operator who picks, or is assigned
10 on the Extra Board, the task of selling passage; but who does not drive the conveyance for which the
11 passage is sold.

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

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

14 B. METRO will not reduce the number of Full-Time Transit Operators below one
15 thousand two hundred twenty-three (1,223). In the event of a layoff, all Part-Time Transit Operators
16 shall be laid off prior to the layoff of any Full-Time Transit Operators, provided that for every two (2)
17 Part-Time Transit Operators laid off due to a substantial reduction of funds or ridership, METRO
18 may, at its discretion, reduce the daily guarantee of one (1) Full-Time Transit Operator, by inverse
19 seniority order, to five (5) hours. Such Operator will pick the Extra Board and base, but will be
20 assigned work at the discretion of METRO from work remaining after all Operators with an eight (8)
21 hour guarantee have received their regular assignments. Nothing herein shall be construed as giving
22 METRO the authority to reduce any other right or benefit of affected Full-Time Transit Operators.
23 Reinstatement of the eight (8) hour daily guarantee shall be in seniority order on the same one (1) for
24 two (2) basis as the reduction, when the Part-Time Operator positions vacated by the layoff are filled.

25 C. Assignment of specials and extras will be made to Full-Time Operators only.

26 D. The number of Part-Time Transit Operators, with each dual tripper Operator
27 counted as two (2) Operators, shall not exceed forty-five percent (45%) of the total number of Transit
28 Operators.

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

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

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

5 H. Effective with the summer shake-up of 1999, the minimum number of full-time
6 runs shall be eight hundred thirty-seven (837). Subsequently, the minimum number of full-time bus
7 runs will increase or decrease by one (1) for each weekday day base unit increase or decrease,
8 respectively, compared to the previous shake-up. Day base units are defined as the number of
9 coaches operating regularly scheduled service at noon each weekday or Saturday.

10 I. The Extra Board will be worked only by Full-Time Operators.

11 **SECTION 3 – GENERAL CONDITIONS**

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

14 B. The Base Dispatcher/Planner may use his/her judgment as to which Operator to
15 use in an emergency.

16 C. Any Operator not being relieved when arriving at the relief point will call the
17 Coordinator and inform him/her that no relief Operator is present. If the Operator does not wish to
18 continue working, he/she shall follow the procedures set forth herein. If the coach is inbound the
19 Operator will operate to Pine Street going northbound, to Main Street going southbound, or to Third
20 Avenue going west-bound or eastbound, then return to the base. If the coach is outbound with
21 passengers, the Operator will continue to the terminal if the round trip back to the relief point is less
22 than one and one-half (1-1/2) hours. If the round trip back to the relief point is more than one and
23 one-half (1-1/2) hours, METRO must dispatch a car with a relief Operator and must return the
24 relieved Operator to the base. Coaches which do not operate through the Seattle central business
25 district will be governed by the one and one-half (1-1/2) hour rule.

26 D. An assignment shall be defined as any work or duties that the Employee is
27 required to perform.

28 E. If an Operator loses an RDO because of a change in schedule, he/she will be given

1 time off to compensate for such day. No Operator may have more RDOs in any pay period than
2 he/she would have received had no change of schedule been made.

3 F. The cutoff time for calling to be removed from the sick list, and for signing the
4 layoff book for time off, is 10:00 a.m. Should an Operator report sick after 10:00 a.m., he/she may
5 retain his/her following day's full assignment by calling off the sick list at least one (1) hour prior to
6 the start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

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

12 H. METRO shall provide a minimum five (5) minute scheduled layover after each
13 revenue trip, except when:

- 14 1. The revenue trip is less than fifteen (15) minutes long, or
- 15 2. The revenue trip is the last revenue trip before the coach returns to the base,
16 or
- 17 3. The revenue trip is live-looped or through-routed, or
- 18 4. The layover has been reduced by mutual agreement of METRO and the
19 UNION.

20 When circumstances beyond the Operator's control result in less than five (5) minutes layover
21 in the previous two (2) hours, the Operator shall be entitled to a five (5) minute layover at the next
22 outer terminal, except on his/her last trip, provided the Coordinator is notified. METRO agrees to
23 review routes or assignments identified by the UNION as having insufficient layover time.

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

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

28 K. Each day at each base, METRO guarantees that for every forty-five (45) Full-Time

1 Operators normally scheduled to work on that day at that base, rounded to the nearest forty-five (45),
2 one (1) Full-Time Operator shall be excused from his/her assignment. However, the guarantee shall
3 be a minimum of one (1) each day for any base with Full-Time Operators. These guarantees shall not
4 apply in the case of an extreme emergency.

5 L. Separate layoff books for Full-Time and Part-Time Operators will be maintained at
6 each base. Once the minimum guarantees are met, the number of additional Part-Time Operators
7 excused on a particular day shall not be greater than the number of additional Full-Time Operators
8 excused on that same day. After all Full-Time Operators who have so requested are excused, there
9 shall be no limit to the number of Part-Time Operators excused.

10 M. Candidates for Supervisor-in-Training positions shall be selected from METRO
11 Full-Time Transit Operators who have at least three (3) years of current, full-time driving service.

12 N. All assignments shall be completed within a maximum sixteen (16) hour spread.
13 Such spread will begin with the start time of the first assignment following at least eight (8)
14 continuous hours off.

15 SECTION 4 - RUNS

16 A. A run will consist of any straight-through work or a combination of not more than
17 three (3) pieces of work which are at least seven hours and eleven minutes (7:11) including platform,
18 report and travel time and which are within a spread time of twelve and one-half (12-1/2) hours.

19 B. A run combination or "combo" is defined as a run consisting of two (2) or three (3)
20 pieces of work. Combos with more than one (1) split will be paid straight-through for the lesser split.
21 Any combo with a split of twenty-nine (29) minutes or less will be paid straight-through and
22 classified as a straight-through run. Combos which quit after 8:00 p.m. shall be paid straight-through.

23 C. A day run shall be defined as any run which is completed by 8:00 p.m.

24 D. A night run shall be defined as any run that is completed after 8:00 p.m.

25 E. At the discretion of METRO, "frags", defined as assignments less than seven hours
26 and eleven minutes (7:11), including platform, report and travel time, may be posted and selected at
27 the pick. Frags will be guaranteed eight (8) hours pay. All other contract provisions relating to runs
28 shall apply to frags.

1 F. The total number of straight-through day runs for the system on weekdays or
2 Saturdays shall be equivalent to at least seventy percent (70%) of the day base units on weekdays or
3 Saturdays, respectively.

4 G. Straight-through day runs shall comprise at least fifty-eight percent (58%) of all
5 straight-through runs.

6 H. At least seventy percent (70%) of all Saturday runs shall be straight-through runs.
7 There shall be no combos on Sunday.

8 I. Runs and trippers on a route may be assigned to more than one (1) base.

9 J. Runs shall be determined by METRO in accordance with the provisions in this
10 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
11 defined as a tripper.

12 K. Any Extra Board Operator working a regularly scheduled run shall be paid the
13 regularly scheduled run pay.

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

16 **SECTION 5 – OPERATOR PICKS**

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

19 B. A system shake-up shall occur three (3) times a year. Shake-ups shall be a
20 minimum of sixteen (16) weeks and a maximum of twenty (20) weeks, unless the UNION and
21 METRO mutually agree otherwise. All established practices and procedures for the Operator picks
22 shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the
23 following shake-up period.

24 C. Copies of the pick schedule will be posted in each base and in the UNION office at
25 least two (2) weeks prior to the first day of the pick. The UNION will supply METRO with a signed,
26 certified Operator seniority list three (3) weeks prior to the first day of the pick.

27 D. A Full-Time Operator who wishes to select an assignment must select an
28 assignment according to the seniority list certified for the pick, unless the UNION and METRO

1 mutually agree otherwise.

2 E. METRO will determine the work, possible RDO combinations and the base from
3 which work will originate. Copies of all assignment sheets showing the runs, reports, Extra Board
4 positions, and available RDO combinations will be posted in the pick room six (6) days prior to the
5 start of assignment selection. The UNION agrees to staff the pick room on weekend days.

6 F. The UNION shall be supplied a copy of the final work assignments to be used for
7 the pick at least two (2) weeks prior to the first day of the pick.

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

13 H. Each Operator shall have two (2) consecutive RDOs, or in case of a 4/40 Operator
14 three (3) consecutive RDOs, in every seven (7) day period, except when Operator shake-ups or move-
15 ups make this impossible.

16 I. A Full-Time Operator who selects Regular or Report Operator status shall select
17 five (5) consecutive workday assignments. Each Operator's selections must be all runs or all reports
18 and must be exclusively day assignments or exclusively night assignments. If an Operator selects
19 runs, there must be at least eight (8) hours off between assignments on consecutive days. If an
20 Operator selects reports, there must be at least eight (8) hours off between assignments on
21 consecutive workdays in addition to the spread time. No Operator will be forced to pick an
22 assignment of runs or reports which would result in less than ten and one-half (10-1/2) hours off
23 between consecutive workday assignments, or less than fifty-six (56) hours off on his/her two (2)
24 consecutive RDOs.

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

1 K. A UNION representative shall be present during picks.

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

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

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

16 **SECTION 6 – MOVE-UPS**

17 A. If runs or reports become vacant, less senior Operators at the base may request a
18 move-up. An Operator who moves up must pick the entire assignment of the Operator who vacated
19 the run or report. If new Extra Board RDO combinations become available, Extra Board Operators at
20 the base who could not have picked these RDO combinations may choose the new RDO
21 combinations. Operator move-ups will be conducted only when they can be implemented at least
22 twenty-eight (28) days prior to a shake-up.

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

26 **SECTION 7 – SELECTING VACATIONS**

27 A. Vacations may be split into periods of one (1) or more full weeks. If an
28 Employee's vacation is not evenly divisible into full weeks, the odd number of days must be taken as

1 a block in one (1) period.

2 B. Operators may pick only one (1) prime time vacation per year. METRO shall
3 determine the number of vacations offered in each period. Each year, METRO shall furnish the
4 UNION with a list of vacation periods.

5 C. The UNION shall determine the prime periods for the following year and inform
6 METRO of their determination in writing in advance of the first day of the fall pick of the current
7 year.

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

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

12 **SECTION 8 - EXTRA BOARD**

13 A. Each base having Operators shall have a Day Extra Board to fill those assignments
14 left open, to fill any special work, and to fill overtime assignments according to the overtime
15 assignment process. In addition, bases having night work shall also have a Night Extra Board for the
16 same purposes. Day and Night Boards shall be open for selection at the pick by all Full-Time
17 Operators by seniority. Operators may select any available position on either Extra Board.

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

20 C. All work assigned to an Extra Board Operator as part of his/her regular workday
21 assignment will be within a spread of thirteen (13) hours unless voluntarily waived by the Operator or
22 in the case of an extreme emergency.

23 D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
24 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Operator who is
25 available the following day will receive one (1) hour of straight-time pay, except in case of extreme
26 emergency.

27 E. The Extra Boards shall be assigned according to the following rules:

28 1. All available work will be sorted into two (2) categories as follows:

1 a. Category A shall include:

- 2 1) Straight-through day runs which quit at 8:00 p.m. or earlier.
- 3 2) Day reports which have a quit time of 10:00 p.m. or earlier
- 4 as determined by a 13-hour spread.
- 5 3) Combos which quit at 8:00 p.m. or earlier.
- 6 4) Tripper combinations which quit at 8:00 p.m. or earlier.
- 7 5) Tripper and report combinations which have a latest quit
- 8 time of 8:00 p.m. or earlier as determined by a 13-hour
- 9 spread.
- 10 6) Special work which has an estimated quit time of 8:00p.m.
- 11 or earlier.

12 b. Category B shall include:

- 13 1) Runs which quit later than 8:00 p.m.
- 14 2) Reports which have a quit time later than 10:00 p.m., as
- 15 determined by a 13-hour spread.
- 16 3) Combos or other combinations of work which quit later than
- 17 8:00 p.m.
- 18 4) Special work which has an estimated quit time of later than
- 19 8:00 p.m.

20 2. Category B assignments shall be assigned first, beginning with the Night

21 Board, from the bottom of the board, according to quit time, latest quit time assigned first.

22 a. If there are more available Operators on the Night Board than

23 assignments in Category B, then the remaining Night Board Operators shall be assigned Category A

24 work with the latest start time assigned first.

25 b. If there are fewer available Operators on the Night Board than

26 available assignments in Category B, then remaining Category B assignments shall be assigned to the

27 Day Board, latest quit first, from the bottom up.

28 3. Category A work shall be assigned next to the Day Board, from the top of

1 the board down, according to quit time, with the earliest quit assigned first.

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

5 5. If two (2) or more Operator assignments within the same category quit at
6 the same time, they shall be assigned as follows:

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

8 b. An assignment with more pay will be assigned before an assignment
9 with less pay:

10 c. If two (2) assignments pay the same, the assignment with the lesser
11 amount of work including report time and travel time will be assigned first.

12 d. If two (2) assignments pay the same and have the same amount of
13 work including report time and travel time, they will be assigned at the discretion of METRO.

14 6. If the number of Extra Board Operators available for work on a regular
15 workday is greater than the number of available runs, reports and special work which fits the
16 definition of a run, then tripper combinations may be inserted in the assignment sequence according
17 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
18 under seven hours and eleven minutes (7:11) at METRO's discretion.

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

24 8. All weekday pieces of work open before the Extra Board's 10:00 a.m.
25 cutoff will be assigned to Full-Time Extra Board Operators, who are qualified and available, as a
26 regular assignment. Any remaining work, except work left vacant by Part-Time Operators, will be
27 assigned first according to the overtime assignment sequence, then to Part-Time Operators on the
28 Additional Tripper List, except as prohibited in this AGREEMENT. Work left vacant by Part-Time

1 Operators will be assigned first to the Additional Tripper List, then to Full-Time Operators according
2 to the overtime assignment sequence in accordance with this AGREEMENT.

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

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

15 11. Any Extra Board Operator who receives an assignment out of sequence,
16 except as provided for elsewhere in this AGREEMENT, shall receive one (1) hour of straight-time
17 pay, except in case of extreme emergency. Any Operator who receives an overtime assignment out of
18 sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
19 assignment he/she should have had or the assignment he/she received, whichever is greater.

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

22 a. Extra Board Operators may request to work the runs or reports of
23 Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave of
24 absence of one (1) week or more. Vacant runs or reports may be picked as vacation reliefs until they
25 are filled by a move-up. An Operator will be allowed to pick vacation reliefs only on assignments
26 that have the same RDOs as the Operator. Operators will pick this work by seniority.

27 b. An Extra Board Operator shall be qualified prior to the effective
28 starting date of the vacation relief.

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

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

8 e. Extra Board overtime policies remain unchanged, except as provided
9 in Paragraph g.

10 f. An Extra Board Operator picking a vacation assignment must work
11 the entire vacation assignment, except as provided in Paragraph d.

12 g. METRO will determine which bases have a surplus or shortage of
13 Operators. Extra Board Operators at bases with a surplus may request vacation reliefs at bases with a
14 shortage after vacation reliefs have been assigned at the base with a shortage. Metro will determine
15 which vacation reliefs from base(s) with a shortage will be posted at base(s) with a surplus. Such
16 vacation reliefs will be assigned by system seniority. An Operator must be qualified on the
17 equipment/facility necessary to operate an assignment prior to requesting the assignment. Route
18 qualification may occur anytime before the start of the assignment. Operators will be paid to qualify
19 for such assignments. An Operator who picks such an assignment will be excluded from overtime
20 assignment processes at both bases on the workdays of the assignment.

21 F. No Operator's RDO shall be cancelled or changed without the consent of the
22 Operator, except in extreme emergency. Each Extra Board Operator shall have a minimum of fifty-
23 six (56) hours off for his/her two (2) consecutive RDOs.

24 G. Any Extra Board Operator may request to add or remove a guarantee of ten and
25 one-half (10-1/2) hours off between consecutive days' assignments, provided this is requested in
26 writing at the pick, or prior to 10:00 a.m. on Thursday before the start of the pay period, to be
27 effective with the start of the next pay period. Any Extra Board Operator requesting the ten and one-
28 half (10-1/2) hours off between consecutive days' assignments and who would not receive ten and

1 one-half (10-1/2) hours off in the normal assignment sequence will fall out of the normal assignment
2 sequence, and will receive the first available assignment after his/her ten and one-half (10-1/2) hours
3 off.

4 H. An Extra Board Operator who, for any reason, does not receive his/her requested
5 ten and one-half (10-1/2) hours off, may elect to "pass up" by submitting a written statement at the
6 completion of the day's assignment. An Operator electing to pass up will report to the base after
7 his/her ten and one-half (10-1/2) hours off, unless notified to report later.

8 I. An Extra Board Operator may be assigned work at other bases, when necessary to
9 balance available work, subject to the following:

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

12 2. If an interbase transfer is necessary, available Operators on the volunteer list
13 will be used first, in seniority order, provided they are qualified on the work to be filled and provided
14 that the quit time of the assignment does not adversely affect the quit time sequence of the Extra
15 Board for the following day.

16 3. If volunteer Operators are unavailable under the conditions outlined in
17 Paragraph 2, then the least senior Extra Board Operator who is qualified on the unfilled work will be
18 assigned.

19 **SECTION 9 – REPORT OPERATORS**

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

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

22 C. An Operator picking reports must be qualified on seventy-five percent (75%) of all
23 routes from the selected base by the first day of the shake-up. He/she must be qualified on all routes
24 and foreign routes from that base, except for Center Park and/or Waterfront Streetcar, thirty (30) days
25 after the effective date of the shake-up. METRO shall determine which report positions at the
26 applicable base shall be required to qualify on Center Park and/or Waterfront Streetcar and will post
27 this information in the pick room. An Operator who picks such a position and fails to qualify on this
28 service will remain on his/her picked report for the shake-up, but will be required to qualify on such

1 service before again picking such a report. If an Operator fails to qualify on this service, he/she will
2 be given an additional opportunity to qualify prior to the next Operator pick. No Report Operator
3 will be required to qualify on routes not regularly assigned to his/her picked operating base.

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

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

10 F. METRO may adjust picked report times by a maximum of thirty (30) minutes
11 when a change is needed. METRO shall give five (5) days notice to an Operator whose report will be
12 affected. When changes adversely affect an Operator's personal life or impose serious hardship in
13 reporting to work, the Operator may request that the base supervisor and the UNION review the
14 matter.

15 G. An Operator may voluntarily waive his/her 13-hour spread. An Operator may not
16 waive the eight (8) continuous hours off. The maximum spread will be sixteen (16) hours. A Report
17 Operator who waives his/her 13-hour spread must still be available for his/her regular shift the next
18 day.

19 H. Except as otherwise provided in this AGREEMENT, all time served on report
20 shall be paid. Any Operator required to report shall receive a minimum of two and one-half (2-1/2)
21 hours pay. However, an Operator serving on report shall be considered on report, regardless of
22 assignment, until released. Two and one-half (2-1/2) hours shall be paid when released from report
23 and assigned work starting more than two and one-half (2-1/2) hours after reporting. At the
24 completion of an assignment, an Operator may be released or assigned to further duties. If report
25 time and tripper time are consecutive, report time will be used to make up the tripper guarantee.
26 Report time will stop at the beginning of pay time.

27 I. At the beginning of each shake-up, METRO shall define the number of report
28 positions and the report time of each position. Additional report assignments may be added at the

1 discretion of METRO, provided that any assigned or picked report shall not share the same report
2 time. If METRO determines that it is necessary to continue these additional report times for the
3 remainder of the shake-up, they will be subject to a move-up.

4 J. The Operator with the earliest first report time gets the first piece of work that is or
5 becomes available within his/her spread, except in cases of emergency. If the assignment is less than
6 eight (8) hours work time, the Operator may be assigned additional work within the terms of this
7 AGREEMENT. When assignments have the same quit time, the rules of Section 8, Paragraph E.5
8 also apply to Operators on report. Operators on late report follow the last Report Operator and the
9 last Operator on pass-up. When necessary for a Report Operator to be assigned work at another base,
10 he/she shall be paid straight through until the start of the assignment and shall be paid actual travel
11 time back to the original base.

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

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

17 M. An Operator on paid report who is not qualified but who has met the qualification
18 requirements contained in Paragraph C will be passed over and, if no further work opens for which
19 he/she is qualified, will not lose his/her eight (8) hour guarantee for that day.

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

23 O. Should an Operator who has picked a regular report, and another Operator who has
24 a non-regular report share the same initial report time, the Operator who must be off earliest will be
25 first up. If both Operators must be off at the same time, the Operator with the regular report will have
26 first right of refusal for the assignment. Should two (2) or more Extra Board Operators have the same
27 initial report time, the most senior Operator will have first right of refusal on an available assignment.

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

1 **SECTION 10 – OVERTIME**

2 **A.** All hours worked in excess of eight (8) hours in the scheduled workday or work on
3 a RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half (1-1/2) times
4 the existing straight-time rate of pay for actual overtime hours worked, except where otherwise
5 specified in this AGREEMENT.

6 **B.** Any Operator working a regular run on his/her RDO shall be paid for eight (8)
7 hours at the overtime rate or for actual overtime hours worked, whichever is greater. An Operator
8 who works two (2) separate and complete runs on the same day will be paid such guarantee for each
9 run. An Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed
10 a minimum for the day of two hours and forty minutes (2:40) pay at the overtime rate.

11 **C.** All runs shall be assigned and every available Operator shall have work before any
12 overtime assignment is made. If it is necessary on weekdays and Saturdays to assign runs on an
13 Operator's RDO, the runs shall be combos with the least pay time to which no overtime may be
14 added.

15 **D.** If overtime is available it shall be assigned by seniority with the greatest pay time
16 first, according to the following Operator sequence:

- 17 1. Extra Board Operators on regular workday, within spread.
- 18 2. Extra Board Operators on an RDO.
- 19 3. Regular Operators on regular workday.
- 20 4. Regular Operators on an RDO.
- 21 5. Extra Board Operators on regular workday voluntarily exceeding their
22 spread time, except as provided in Section 3, Paragraph O.
- 23 6. Extra Board Operators on regular workday forced in inverse order of
24 seniority.

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

27 **F.** Any Operator volunteering for overtime shall be required to work the overtime
28 assigned.

1 G. An Extra Board Operator may request to add or remove overtime availability for
2 regular workdays at the pick or prior to 10:00 a.m. on Thursday before the start of the pay period, to
3 be effective with the start of the next pay period. Operators who remove overtime availability may be
4 assigned overtime only in accordance with Paragraph D.6.

5 H. A Regular Operator may request to be added to or removed from the overtime list
6 by submitting a request in writing at the pick or prior to 10:00 a.m. on Thursday before the start of the
7 pay period, to be effective with the start of the next pay period.

8 I. Any Operator, having completed a scheduled run of less than eight (8) hours, who
9 is used for any purpose whatsoever, not in connection with his/her completed run, shall be paid
10 his/her eight (8) hours and shall be paid at the overtime rate for all additional time worked. This shall
11 apply also to time worked due to failure of a road relief or to additional work assigned by a
12 Supervisor.

13 J. METRO shall guarantee fifty-five (55) overtime bus trippers each weekday of a
14 weekday schedule for selection at pick according to the following:

15 1. A Regular Operator may select one (1) weekday overtime tripper per day,
16 including his/her RDO. An Extra Board Operator may select one (1) weekday overtime tripper for
17 each RDO.

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

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

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

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

SECTION 11 – SPECIAL ALLOWANCES

A. Ten (10) minutes report time shall be paid at the applicable rate.

B. Thirty (30) minutes straight-time pay shall be paid for the first report of each accident. If an Operator is required to fill out a report by the State of Washington or a local police department in addition to his/her regular accident report, an additional thirty (30) minutes straight-time pay shall be paid for filling out that report of the accident. If the Safety Officer approves the first accident report and the Operator is called in to fill out an additional report other than those for the State of Washington or local police departments, an additional thirty (30) minutes straight-time pay shall be paid for filling out each additional report. Forty-five (45) minutes straight-time pay shall be paid for the first report of each accident involving a collision with another vehicle in which both vehicles are moving or in any collision with a pedestrian.

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

1. Incident reports, except those involving Operator assaults – ten (10) minutes.
2. Incident reports involving Operator assaults – twenty (20) minutes.
3. Bus Vandalism reports – five (5) minutes.
4. Found tags – five (5) minutes.
5. Operator Request slips – five (5) minutes.
6. Safety reports, when requested by a supervisor – five (5) minutes.
7. Service reports, when requested by a supervisor – five (5) minutes.

D. An Operator who is not on report shall be paid a minimum of one (1) hour straight-time pay for a coach change.

E. One (1) hour straight-time pay shall be paid to a Full-Time Operator for each day spent instructing a student.

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

1 G. Two and one-half (2-1/2) hours, including report and travel time, shall be the
2 minimum time paid for regularly scheduled trippers, extras, and specials assigned to Full-Time
3 Operators.

4 H. An Extra Board Operator, who works past a twelve (12) hour spread on a workday,
5 and who under the provisions of this AGREEMENT would not be paid at the overtime rate, shall be
6 paid spread pay to increase the rate of pay to time and one-half (1-1/2) for time in excess of twelve
7 (12) hours.

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

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

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

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

20 **SECTION 12 – QUALIFICATION**

21 A. The Training Section will determine the standards and procedures required for
22 qualification on routes. The Training Section will determine the amount of time paid to qualify on
23 routes. A list will be posted at each base in the Operators' reporting area showing the amount of time
24 that will be paid for qualifying. When an Operator is assigned to qualify in a car or bus, he/she will
25 receive pay for actual time spent qualifying. The Training Section will determine what constitutes a
26 major route change that would necessitate requalification. The Training Section will keep a
27 permanent record of all route changes and whether such changes were minor or major. The most
28 recent major change and the three (3) most recent minor changes on each route will be identified by

1 date in *The Book*. Pay for qualifying will be at the applicable rate. If the UNION disagrees with the
2 amount of qualification time, the parties shall meet to resolve the issue.

3 **B.** An Extra Board Operator must be qualified on six (6) major routes by the effective
4 date of shake-up and on all major routes at his/her picked base within thirty (30) days after the
5 effective date of the shake-up. A major route is defined as a route or route group which has at least
6 forty (40) hours per weekday of scheduled platform time at a specific base. After being given seven
7 (7) days notice, an Operator not qualified on routes, as required in this AGREEMENT, may lose
8 his/her daily guarantee and may not be permitted to work until he/she complies with the qualification
9 requirements specified in this AGREEMENT. If a base does not have six (6) major routes, then any
10 Extra Board Operator at that base must qualify on at least six (6) routes, including all major routes by
11 the effective date of the shake-up. If the base does not have six (6) routes he/she must qualify on all
12 routes at the base.

13 **C.** An Extra Board Operator also may qualify on any minor routes scheduled out of
14 his/her picked base. In addition, METRO may assign Operators to qualify on minor routes. A minor
15 route is defined as a route or route group which has fewer than forty (40) hours per weekday of
16 scheduled platform time at a specific base.

17 **D.** An Operator who has not operated a trolley, dual mode, articulated, or motor
18 coach, or in the tunnel for one (1) year or longer, may request a refresher course. Having provided
19 two (2) days notice, such Operator will not be required to drive in such facility/equipment until
20 he/she has completed the refresher course. At each Operator pick, an Operator seeking coach
21 qualification other than the Waterfront Streetcar or Center Park may sign a list indicating his/her
22 desire to qualify on equipment operating from his/her picked base. METRO will schedule training
23 for such Operators within a reasonable length of time. METRO also will provide training within a
24 reasonable length of time on new equipment introduced to a base for those Operators desiring such
25 training.

26 **E.** The date an Operator qualifies on a route shall be recorded and shall be updated for
27 any shake-up in which that Operator has driven that route. An Operator may request disqualification,
28 with two (2) days notice, on any route he/she has not driven in the previous five (5) years or on any

1 route which has undergone three (3) minor changes since he/she last drove it. All Operators will be
2 disqualified when a route undergoes a major change.

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

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

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

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

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

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

22 L. Trainees on Center Park and the Waterfront Streetcar will be selected by the base
23 supervisor/designee from Extra Board Operators on a volunteer basis. A person who has not operated
24 the Waterfront Streetcar for a period of one (1) year must take a paid refresher course before being
25 assigned to Waterfront Streetcar duty. The Training Section shall determine the amount of time
26 necessary to requalify. An Operator picking Center Park or the Waterfront Streetcar who fails to
27 qualify, will be placed on the Extra Board until the next shake-up.

28 **SECTION 13 – UNIFORMS**

1 A. Upon completion of training and after qualification, a newly hired Operator shall
2 be issued four (4) shirts, three (3) pairs of pants/shorts, one (1) sweater, and one (1) parka.

3 Thereafter, the uniform allowance shall be available annually on the Operator's anniversary date.

4 B. A uniform allowance of twelve (12) times the top step Transit Operator wage rate
5 on January 1 of each year shall be available annually on each Operator's qualification date. The
6 uniform allowance may be used only to purchase authorized uniform items. An Operator who does
7 not pick an assignment and who is not required to be in uniform will have his/her uniform allowance
8 for the following year reduced by one-third (1/3) of the annual allowance for each shake-up on such
9 status.

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

12 D. Uniform allowance balances may be carried over if unused. An Operator's
13 accrued allowance may not exceed five hundred dollars (\$500).

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

17 F. Footwear designated by METRO may be purchased with the uniform allowance.
18 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
19 over two (2) inches high.

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

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

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2 **SECTION 1 – DEFINITION OF EMPLOYEES**

3 A. A Part-Time Transit Operator shall mean a person employed by METRO on a
4 continuing basis, whose regularly scheduled assignment is a tripper which is guaranteed a minimum
5 of two (2) hours and twenty minutes (2:20) straight-time pay or a dual tripper assignment which is
6 guaranteed a minimum of four hours and forty minutes (4:40) 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 has completed one (1) year of service as a Part-Time
11 Operator immediately preceding his/her transfer to a Full-Time Operator position, and provided the
12 Part-Time Operator's most recent twelve-month work record does not exceed METRO's probationary
13 standards for Part-Time Operators. A major infraction within the twenty-four (24) months preceding
14 the offer may result in disqualification.

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

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

20 D. A Part-Time Operator who accepts a Full-Time Operator position will have the
21 option for six (6) months from date of qualification to return to the position of Part-Time Operator
22 with no loss in Part-Time Operator seniority.

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

25 F. A Full-Time Operator, who retires and is rehired as a Part-Time Operator within
26 one (1) year of his/her retirement will not be required to serve a probationary period.

27 **SECTION 3 – GENERAL CONDITIONS**

28 A. The provisions of Article 15, and Section 3, Paragraphs A, B, C, D, F, G, H, I, L,

1 and N shall also apply to Part-Time Operators.

2 **B.** Each day at each base, METRO guarantees that for every seventy-five (75) Part-
3 Time Operators normally scheduled to work, rounded to the nearest seventy-five (75), one (1) Part-
4 Time Operator shall be excused from his/her assignment. However, the guarantee shall be at least
5 two (2) each day for any base with Part-Time Operators. These guarantees shall not apply in cases of
6 extreme emergency.

7 **C.** When a Part-Time Operator's assignment has been modified temporarily due to a
8 custom bus or school change, such Operator will have the option of working the modified assignment
9 or working his/her reduced regular assignment.

10 **SECTION 4 – WORK ASSIGNMENTS**

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

13 **B.** No Part-Time Operator will be allowed to work on Saturday or Sunday. A Part-
14 Time Operator will work on a holiday only when his/her picked tripper is scheduled to be in service.
15 On Sunday-schedule holidays, a Part-Time Operator will be limited to working his/her picked tripper
16 only. Each Part-Time Operator must be scheduled off work by 8:30 p.m. and will not be allowed to
17 work an assignment that starts prior to 3:45 a.m.

18 **C.** Part-Time Operators shall not work runs, portions of runs, reports, specials,
19 standbys, extras, or the Waterfront Streetcar, except as identified in Paragraph F.4.

20 **D.** a.m. and p.m. trippers may be combined by Metro to make one (1) dual tripper
21 assignment. These assignments may be made avail-able at each pick to Part-Time Operators for
22 selection by seniority, subject to the following conditions:

- 23 1. Dual tripper assignments must:
- 24 a. Not exceed six hours and thirty minutes (6:30) in total pay time
25 including report and travel time.
- 26 b. Contain no more than one (1) split.
- 27 c. Be within a spread time of thirteen (13) hours.

28 2. A Part-Time Operator who picks a dual tripper assignment will be

1 guaranteed a minimum of four hours and forty minutes (4:40) straight-time pay for each set of a.m.
2 and p.m. trippers worked.

3 3. If either an a.m. or p.m. portion of a dual tripper assignment is not
4 scheduled to operate, the single tripper guarantee two hours and twenty minutes (2:20) shall apply to
5 the remaining assignment.

6 4. No layoffs or reductions in hours will occur as a result of this Paragraph.
7 The conditions of this Paragraph will not be construed as full utilization of Part-Time Operators.

8 5. The conditions of this Paragraph and the changed conditions of Article 15,
9 Section 2, Paragraph D; and Section 1, Section 4, Paragraphs D, E, F.2, and F.3, and Section 7,
10 Paragraphs G, H and J of this Article which pertain to dual tripper assignments constitute a trial,
11 which may be cancelled by either party with six (6) months notice. If the UNION cancels the trial,
12 the Part-Time Operator percentage in Article 15, Section 2, Paragraph D shall return to forty-seven
13 percent (47%). If METRO cancels the trial, such percentage shall remain at forty-five percent (45%).

14 E. Metro will create no fewer than one hundred seventy (170) Part-Time Operator bus
15 assignments which pay at least four hours and forty minutes (4:40).

16 F. A Part-Time Operator may request to be added to, or removed from, the Additional
17 Tripper List (ATL) at each pick or prior to 10:00 a.m. on Thursday, before the start of the pay period,
18 to be effective with the start of the next pay period. Once on the ATL, the Operator shall be available
19 to work during the times listed by the Operator and on any routes on which he/she is qualified at the
20 time of the assignment subject to the following conditions:

21 1. Assignment of work to the ATL will be in accordance with the provisions
22 of Article 15, Section 8, Paragraph E.8.

23 2. Each Part-Time Operator's assignment shall be within a 13-hour spread,
24 unless he/she requests a shorter or longer spread. No Part-Time Operator's assignment shall exceed a
25 16-hour spread.

26 3. An ATL assignment shall not result in an Operator being scheduled to
27 receive more than seven hours and fifty-nine minutes (7:59) of total credit time for a day.

28 4. Part-Time Operators shall be assigned additional trippers by rotation on a

1 daily basis. An Operator may work additional trippers only at the base he/she picks and shall receive
2 no more than one (1) ATL assignment per day.

3 5. A Part-Time Operator may be assigned to work halves of combos and
4 shake-up reliefs after the work has been assigned to available Full-Time Operators in accordance with
5 Article 15, Section 8, Paragraph E.8.

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

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

16 **SECTION 5 – OPERATOR PICKS**

17 A. The UNION shall administer a Part-Time Operator pick which shall be held three
18 (3) times a year in conjunction with the Full-Time Operator pick.

19 B. Before the last assignment which fits a Part-Time Operator's hours limitation is
20 picked, the Part-Time Operator will be placed on that assignment, regardless of seniority. The
21 UNION shall determine the validity of restriction requests. Operators who have qualified since June,
22 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.
23 trippers.

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

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

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

6 **SECTION 6 - MOVE-UPS**

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

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

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

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

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

16 F. No changes to available work will be made within the five (5) days prior to the
17 move-up date, unless mutually agreed by METRO and the UNION.

18 **SECTION 7 - SELECTING VACATION AND ANNUAL LEAVE**

19 A. Part-Time Operators shall be subject to the vacation rights and responsibilities
20 outlined in Article 9. A Part-Time Operator who has completed twelve (12) months of service shall
21 be guaranteed an annual leave of absence of up to twenty (20) days until such time as they are eligible
22 to pick vacation, and thereafter ten (10) days leave. However, a Part-Time Operator who has more
23 than twelve (12) months of service but who is not eligible to take a vacation during the calendar year
24 shall continue to be eligible for up to twenty (20) days of unpaid leave.

25 B. A Part-Time Operator with accrued vacation hours may select vacation at the pick.
26 Requests for vacations/leaves submitted between picks must be submitted at least twenty-one (21)
27 days prior to the starting date, except for the first two (2) weeks of shake-up, when they must be
28 submitted fourteen (14) days prior to the starting date.

1 C. For each day of vacation taken, the amount of vacation time paid will equal the
 2 length of the Part-Time Operator's regular assignment for that day. If a Part-Time Operator's
 3 vacation accrual would result in a vacation of less than a minimum number of days as stated below,
 4 the Part-Time Operator will be allowed to pick the minimum number of days, and will be paid for the
 5 full amount of his/her accrual. The minimum number of vacation days will depend on seniority as
 6 follows:

Years of Seniority	Minimum Number of Days
1 - 4	10
5 - 9	15
10 - 14	20
15 - 19	25
20+	30

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 16 D. Vacation/leave must be taken in five-day periods whenever possible. If accrued
 17 vacation is less than five (5) days, the entire vacation must be taken in one (1) period. If accrued
 18 vacation totals more than one (1) five-day period but less than an additional five (5) days, the odd
 19 number of days must be taken as a block in one (1) period.

20 E. Vacation will be paid at the Operator's current rate at the time vacation is taken.
 21 Once a relief Operator is assigned, a vacation/leave may not be changed or cancelled. It is the
 22 Operator's responsibility to bring discrepancies in accruals to the attention of a base chief.

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

25 G. Separate blocks of a.m. and p.m. vacation periods will be available for pick at each
 26 base. The number of periods available will be no less than ten percent (10%) of the number of
 27 opposite (a.m. or p.m.) single tripper assignments at that base available at the part-time pick. When a
 28 dual tripper Operator picks vacation, he/she uses both an a.m. and a p.m. guaranteed period.

1 H. Vacation/leave trippers will be posted for pick nineteen (19) days prior to the start
 2 date, except the first two (2) weeks of shake-up, when twelve (12) days posting is required.
 3 Operators will be assigned to vacation/leave work by a rotating seniority bid system. Bids for
 4 vacation/leave work must be submitted at least seven (7) days prior to the vacation/leave start date.
 5 Vacation reliefs will be assigned first to Part-Time Operators whose scheduled credit time would not
 6 exceed seven hours and fifty-nine minutes (7:59). Remaining vacation reliefs may be assigned
 7 without restriction. The most senior Operator applying for the vacation relief, who has driven the
 8 least number of vacation reliefs for the current shake-up, will be assigned. It is the responsibility of
 9 the picking Operator to be qualified on any tripper assigned. In instances where two (2) or more
 10 periods of vacation/leave are taken consecutively, a different Part-Time Operator, if available, must
 11 work each complete period for an Operator on vacation/leave.

12 I. When no Part-Time Operator is available and assigned to guaranteed vacation work
 13 at least five (5) days prior to the first day of the vacation, the work will be assigned according to the
 14 normal assignment sequence as specified in Article 15, Section 8, Paragraph E.8. When no Part-Time
 15 Operator is available and assigned to non-guaranteed vacation or annual leave work at least five (5)
 16 days prior to the first day of the leave, the vacation/leave may be postponed by METRO until such
 17 time as a Part-Time Operator is available.

18 J. When a Part-Time Operator's picked tripper does not operate for a week, he/she
 19 may pick one (1) vacation relief tripper as part of the normal rotating seniority bid system. When one
 20 (1) or both picked trippers of a Part-Time Operator's dual tripper assignment does not operate for a
 21 week, he/she may pick one (1) vacation relief tripper as part of the normal rotating seniority bid
 22 system.

23 **SECTION 8 – OVERTIME**

24 A. Any daily assignment in excess of eight (8) hours, not including qualifying time,
 25 shall be paid at the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of
 26 pay. All time worked in excess of forty (40) straight-time hours in a workweek shall be paid at the
 27 overtime rate.

28 **SECTION 9 – SPECIAL ALLOWANCES**

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

3 B. Thirty (30) minutes straight-time pay shall be paid to Part-Time Operators for each
4 day spent instructing a student.

5 **SECTION 10 – QUALIFICATION**

6 A. The provisions of Article 15, Section 12, Paragraphs A, D, E, I, and K, shall also
7 apply to Part-Time Operators.

8 B. Part-Time Operators who require route, equipment, coach, and/or tunnel
9 qualification or other training as a result of a Part-Time Operator pick or move-up must arrange to
10 qualify before the effective date of the assignment and will be paid at the applicable rate of pay.

11 C. A Part-Time Operator required by METRO to change trippers will be paid to
12 qualify at the applicable rate. A Part-Time Operator desiring to qualify in order to work vacation or
13 annual leave reliefs will do so on his/her own time.

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

16 1. An Operator may qualify only on routes within his/her spread.

17 2. An Operator must be available for work on the ATL three (3) or more days
18 per week in order to receive qualification pay.

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

21 **SECTION 11 – UNIFORMS**

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

24 **SECTION 12 – VASHON ISLAND SERVICE**

25 A. Vashon Operators consist of those Transit Operators who were hired to operate
26 Vashon Island service prior to January 1, 1990, and those Transit Operators who pick Vashon Island
27 assignments.

28 1. Any Operator hired prior to January 1, 1990, to operate Vashon assignments

1 is grandfathered onto Vashon Island service and will not be bumped from Vashon assignments due to
2 his seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will
3 forfeit all rights to grandfathered status.

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

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

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

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

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

14 **B.** To be eligible to pick a Vashon assignment, an Operator must not have had more
15 than one (1) unexcused absence or two (2) misses of any kind (including unexcused absences) during
16 the previous twelve (12) months. METRO will inform the Operator and the UNION if a current
17 Vashon Operator becomes ineligible.

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

21 **D.** Operators who live on Vashon Island may sign up for the Vashon ATL. All ATL
22 assignments will be offered first to Vashon Operators, by rotation, and then to Operators on the
23 Vashon ATL, by rotation.

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

1 F. Any section or provision of this Article which is not in conflict with the provisions
2 of this Section, shall also apply to Vashon Operators.
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1 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

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2 **SECTION 1 – DEFINITION OF EMPLOYEES**

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

- 5 • Assistant Utility Service Worker
- 6 • Electronic Technician
- 7 • Equipment Dispatcher
- 8 • Equipment Painter
- 9 • Equipment Service Worker
- 10 • Lead Electronic Technician
- 11 • Lead Equipment Painter
- 12 • Lead Equipment Service Worker
- 13 • Lead Maintenance Machinist
- 14 • Lead Mechanic
- 15 • Lead Sheet Metal Worker
- 16 • Lead Transit Parts Specialist Component Supply Center (CSC)
- 17 • Lead Vehicle Upholsterer
- 18 • Maintenance Machinist
- 19 • Mechanic
- 20 • Mechanic Apprentice
- 21 • Metal Constructor
- 22 • Millwright
- 23 • Paint Preparation Technician
- 24 • Purchasing Specialist
- 25 • Radiator Repair Worker
- 26 • Senior Stores Clerk
- 27 • Sheet Metal Worker
- 28 • Stores Clerk

- 1 • Stores Driver
- 2 • Transit Parts Specialist
- 3 • CSC Intermediate Clerk
- 4 • Utility Service Worker
- 5 • Vehicle Damage Estimator
- 6 • Vehicle Maintenance Intermediate Clerk
- 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 shall carry an additional Mechanic when necessary for trouble
12 calls and/or vehicle towing.

13 C. A Utility Service Worker who agrees to drive a vehicle in the performance of
14 his/her fundamental duties, and who successfully completes METRO’s driver training, will have an
15 additional seventy cents (\$.70) per hour added to his/her current wage rate for all hours worked. Such
16 Employee also will be subject to METRO’s Accident Point System and federally mandated random
17 drug/alcohol tests.

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

22 **SECTION 3 – WORK ASSIGNMENTS**

23 A. The workweek shall consist of five (5) consecutive days, except when an
24 Employee’s pick or move-up makes this impossible. Each Employee shall be guaranteed eight (8)
25 hours pay for each regular workday. Each shift will be completed within a continuous eight and one-
26 half (8-1/2) hour period, and will include an unpaid one-half (1/2) hour lunch break and two (2) paid
27 fifteen (15) minute rest breaks. Employees who pick a regular schedule consisting of four (4) ten-
28 hour shifts will be governed by the provisions in Article 13.

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

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

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

6 E. Should it become necessary to alter a shift during a shake-up and such alteration
7 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
8 requires an alteration in the start or quit times of a shift, such Employee may request that METRO
9 and the UNION review the matter.

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

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

19 A. For all Vehicle Maintenance Classifications, METRO will identify rover positions
20 by classification and shift. The maximum number of rover positions for the classification of
21 mechanic is as follows: one (1) rover position per shift for each base, two (2) rover positions at CSC
22 and one (1) rover position at NRV. In addition, METRO agrees the number of rovers in any
23 classification will be kept to a minimum.

24 B. These rovers will be used by the supervisor to the best advantage of METRO.
25 METRO retains the right to move any rover to another base on the same shift, to any shift within the
26 base, or to a different RDO combination.

27 C. If a vacancy occurs, METRO may fill the vacancy by assigning a rover at the base
28 from a different shift or a rover from another base on the same shift where the vacancy has occurred.

1 If the vacancy still is being filled by a rover after three (3) weeks, such rover shall have the option to
2 return to his/her regular shift and may not be reassigned to the same vacancy until another rover has
3 been used to fill the vacancy.

4 **D.** A rover assigned to a different work shift will continue to receive the shift
5 differential, if any, associated with his/her picked shift or the shift differential associated with the
6 shift to which the rover is assigned, whichever is greater.

7 **E.** The assignment of volunteers is governed by the following rules:

8 1. If a vacancy occurs that does not require immediate attention and the rover
9 does not want the job assignment, METRO may fill the vacancy by offering the assignment in
10 seniority order to a volunteer at the base from a different shift or then to a volunteer from another
11 base.

12 2. A volunteer sign-up list will be posted at each base for ten (10) days at the
13 beginning of each shake-up. Employees who volunteer will be listed by base seniority.

14 3. The most senior volunteer will be offered the first vacant assignment. If the
15 most senior volunteer declines the assignment, the assignment will then be offered to the next most
16 senior volunteer on the list and so on until the vacancy can be filled. Any volunteer who has been
17 offered an assignment will have his/her name moved to the bottom of the list. If no volunteer is
18 available, METRO will assign the work to a rover in accordance with the language in this Section.

19 4. All language in this Section, which applies to rovers, also will apply to
20 volunteers.

21 **F.** The work schedule for rovers will be arranged to provide five (5) consecutive
22 workdays and two (2) consecutive RDOs whenever possible.

23 **G.** METRO will provide a minimum of twenty-four (24) hours advance notice prior
24 to any change in assignment for any rover, except for rovers in the Stores section.

25 **H.** The assignment of rovers in the Stores section is governed by the following rules:

26 1. The rover having the most seniority shall have the first right of refusal for
27 preplanned assignments, provided he/she is reasonably available. If the assignment still is being
28 filled by a rover after three (3) weeks, such rover shall have the option to return to his/her regular

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1 shift; and another rover will be assigned.

2 2. METRO will provide a minimum of twenty-four (24) hours advance notice
3 when assigning a rover to preplanned assignments (e.g., vacations, projects).

4 3. Emergency rover assignments (unplanned vacancies with less than twenty-
5 four (24) hours advance notice) will be made by shift, then by seniority among rovers on other shifts.
6 If there are more assignments to be filled on a shift than there are available rovers on that shift, then
7 rovers assigned to other shifts will be offered the unfilled assignments by seniority. If no rover
8 accepts an assignment, it will be assigned by inverse seniority.

9 4. Stores management will notify a rover of an emergency assignment only
10 while at work, unless the rover has agreed that he/she will accept assignment notification at home.

11 I. For the purpose of RDO overtime only, a Rover shall be considered assigned to the
12 base at which he/she worked the day preceding his/her RDOs.

13 **SECTION 5 – LEAD EMPLOYEES**

14 A. When a permanent vacancy occurs within a Lead classification, the position will
15 be filled by a recruitment from Employees in the classification being led having a minimum of two
16 (2) years experience in that classification at METRO.

17 B. Lead Employees shall be selected on the basis of ability, training, education,
18 experience, and job performance as determined by appropriate testing procedures and/or evaluations
19 which will be developed with input from the Leads and the Union.

20 C. Each Lead Employee in the Vehicle Maintenance Division shall receive a ten
21 percent (10%) differential above the top step of the existing wage rate of the classification for which
22 he/she serves as a Lead.

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

1 E. No Lead Employee will discipline other Employees or perform formal Employee
2 evaluations.

3 F. The UNION and METRO agree to establish a committee to jointly develop the
4 Lead Procedure by April 1, 2000. The current Lead Procedure will remain in effect until the new one
5 is developed.

6 **SECTION 6 – PICKS AND MOVE-UPS**

7 A. Three (3) times each year, consistent with Transit Operator picks, when a facility
8 opens or closes, or when METRO schedules a system-wide pick, the number of Employees required
9 on each shift at each base shall be posted.

10 B. At the pick, each Employee listed in Section 1, except as noted in this Section, will
11 be permitted to select, by classification seniority, his/her base and shift (when applicable), and his/her
12 two (2) consecutive RDOs. Specific duties within a classification also may be picked to the extent
13 specified by METRO on the pick sheets. Prior to each pick, the Manager of Vehicle
14 Maintenance/designee will meet with the UNION Executive Board representatives for Vehicle
15 Maintenance and the President/Business Representative/designee to discuss and identify any ongoing
16 or planned special projects which may be appropriate for posting on the pick sheets.

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

19 2. Employees in the classifications of CSC Intermediate Clerk, Maintenance
20 Machinist, Lead Maintenance Machinist, Mechanic Apprentice, Radiator Repair Worker, Senior
21 Stores Clerk, Stores Clerk, and Assistant Utility Service Worker will be considered stationary
22 classifications and will not participate in the pick unless METRO establishes multiple shifts or work
23 sites for these classifications.

24 C. Copies of the pick schedules and shifts will be posted ten (10) days prior to the
25 start of the pick. Should any modifications to the pick schedules and shifts occur after the posting,
26 METRO will notify the UNION before the modification is posted.

27 D. METRO will make arrangements for each Employee to be available to pick his/her
28 assignments a minimum of ten (10) minutes prior to his/her designated pick time.

1 E. An Employee shall report to an appropriate pick location at least ten (10) minutes
2 ahead of his/her pick time to examine available work assignments. An Employee shall not be
3 compensated for time spent in the selection process unless it is during his/her regular work hours.

4 F. UNION representatives for Vehicle Maintenance Employees shall be present
5 during the pick.

6 G. An Employee, who is unable to attend the pick, may leave an absentee pick form
7 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
8 representative picking an assignment for the Employee. The UNION representative shall make an
9 effort to select an assignment comparable to the assignment most recently worked. Selections made
10 by the UNION will not be subject to the grievance/arbitration procedure.

11 H. When METRO determines that an Employee will be unavailable for work for an
12 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from
13 Vehicle Maintenance will be notified prior to the pick process. If such Employee returns to work
14 during a shake-up, he/she may return to his/her previous picked position, if such still exists, or to a
15 position as close as possible to the assignment he/she was working previously. METRO and the
16 Employee may mutually agree to a different assignment.

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

20 J. If a vacant position is to be filled, Employees in that classification at that base may
21 have a move-up. When such vacancy is a Lead position or in a job classification with thirty-five (35)
22 or fewer Employees, such move-up will be system-wide.

23 **SECTION 7 – VACATION SELECTION**

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

26 B. The number of Employees on vacation at any one time shall be regulated by
27 METRO.

28 C. Vacation may be selected in blocks of one (1) or more full weeks. The selection of

1 vacations by Vehicle Maintenance Employees shall be extended over the entire calendar year. An
2 Employee who takes his/her vacation in two (2) or more blocks shall select the second block of
3 his/her vacation after all Employees in his/her classification have made their first selection; his/her
4 third selection after all Employees in his/her classification have made their second selection; etc.,
5 until all blocks of the vacation have been selected

6 D. A Vehicle Maintenance Employee may use vacation in increments of one (1) or
7 more hours, provided he/she has vacation available and subject to advance approval by his/her
8 supervisor.

9 **SECTION 8 – OVERTIME**

10 A. All hours worked in excess of eight (8) in the scheduled workday or work on an
11 Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the existing
12 straight-time rate of pay for the classification for actual overtime hours worked.

13 B. An overtime assignment of four (4) hours or less will be offered to Employees
14 within a base, shift, and job classification, by seniority to qualified Employees who are working the
15 shift preceding or succeeding the shift where the work is to be accomplished and/or performed.

16 C. Overtime assignments of more than four (4) hours will be offered to Employees
17 within a base, shift, and job classification, by seniority to qualified employees, including Employees
18 on their RDO.

19 D. An overtime assignment of eight (8) hours will first be offered to employees within
20 base, shift, and job classification, by seniority to qualified Employees who are on their RDO before it
21 is split and offered in smaller pieces.

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

25 F. Overtime in the classification of Transit Parts Specialist (TPS) will be offered by
26 seniority within the base. Unplanned overtime in blocks up to four (4) hours will be offered to the
27 senior TPS on the preceding or succeeding shift. All overtime assignments of four (4) hours or more
28 or those that are preplanned, will be offered by seniority within a base to qualified TPSs. Should no

1 TPS at the base accept the overtime assignment, it will be offered by seniority system wide to an
2 available TPS.

3 G. An Employee who is scheduled for vacation and who is interested in working on
4 the RDOs preceding or succeeding his/her vacation block, may provide written notice to his/her
5 supervisor. For overtime assignment, he/she will be considered in seniority order in accordance with
6 paragraph B.

7 H. CSC Overtime distribution: Mechanics who have picked CSC workgroups as
8 identified on the pick, will be offered overtime by seniority within the following two (2) workgroups:

9 Rebuild - Mechanical

10 Rebuild - Electrical

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

14 I. All overtime in the classification of Equipment Dispatcher will be offered by
15 seniority, within the classification and base, provided the Employee is reasonably available. No
16 Employee will be required to work more than twelve (12) hours in any twenty-four (24) hour period.
17 However, a shift start and end time may be modified by mutual agreement of the supervisor and the
18 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 (12) hours of work during the first day and ten (10) hours of work in
27 any twenty four (24) hour period thereafter. In addition, an Employee must have at least one (1) of
28 his/her RDOs in each seven-day period. An Employee may voluntarily waive the time off required in

1 this paragraph.

2 L. A Vehicle Maintenance Employee, who has gone home after his/her regular shift
3 and who is called back to work and reports for work, will be guaranteed at least four (4) hours pay at
4 the overtime rate.

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

7 **SECTION 9 – SHIFT DIFFERENTIAL**

8 Shift differential will be seventy-five cents (\$.75) per hour for swing shift and one dollar
9 (\$1.00) per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will
10 be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be
11 considered a graveyard shift.

12 **SECTION 10 – SPECIAL BENEFITS**

13 A. A tool allowance shall be provided annually, by separate check, not later than
14 March of each year, to Employees permanently assigned as of January 1st the same year to the
15 classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice,
16 Metal Constructor, Millwright, Radiator Repair Worker, Sheet Metal Worker, Vehicle Upholsterer,
17 and to Leads in those classifications. The amounts shall be as follows:

Year	Allowance
1999	\$440
2000	\$470
2001	\$520

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24 METRO agrees to provide those tools necessary to perform all mechanical work assigned to
25 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
26 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives
27 under its tool contracts, in accordance with procedures established by METRO. Tools purchased
28 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be

1 purchased for an Employee's personal use. Tools purchased or replaced using the tool
2 allowance/discount shall be the personal property of the Employee.

3 **B.** METRO shall provide tool insurance to those Employees who receive an annual
4 tool allowance. Coverage will be in the amount of ten thousand dollars (\$10,000). Except at the
5 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
6 report has been filed. Each Employee shall have on file with his/her supervisor an up-to-date
7 inventory of tools designating the type, size and manufacturer. METRO shall have the right to
8 inspect the inventory of tools. However, an Employee shall be allowed three (3) days after the
9 inspection to locate any tools which he/she claims are missing.

10 **C.** Each Vehicle Maintenance Employee, shall receive his/her choice of coveralls or a
11 clean uniform (pants and shirt) daily.

12 **D.** Any Employee who is required to work in inclement weather or hazardous areas
13 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
14 to, a rainset, hat, and boots. Each Employee is required to wear footgear approved by METRO. Each
15 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear. The
16 maximum METRO contribution paid by such voucher shall be \$120.00 per Employee as provided in
17 paragraph E.

18 **E.** METRO shall provide and maintain necessary safety clothing, uniforms, and
19 equipment. Replacement items will be issued only if the original item is turned in and judged to be in
20 need of replacement.

21 **F.** An Employee in the Vehicle Maintenance Division, who is notified prior to the
22 starting time of his/her regular shift that overtime work will be required, shall furnish his/her own
23 meal. However, when an Employee is informed during his/her regular shift that overtime in excess of
24 two (2) hours beyond the end of the regular shift will be required, or when an Employee is called at
25 home to perform work commencing in excess of two (2) hours before his/her shift, METRO will
26 provide a thirty (30) minute unpaid meal period, upon request, or a fifteen (15) minute paid break.

27 **G.** Except where modified by historical practice, duties traditionally performed by the
28 Employees in the job classifications listed in Section 1, will be performed only by Employees

1 working in those classifications.

2 H. Vehicle Maintenance Employees may use the ten (10) minutes prior to the end of
3 their workday for personal clean-up.

4 I. When upgraded to a higher paid classification, an Employee shall be paid at the
5 wage step which provides at least a ten percent (10%) increase above his/her current rate of pay.
6 However, no upgraded Employee shall be paid more than the top step of the classification to which
7 he/she has been upgraded.

8 **SECTION 11 – ATTENDANCE MANAGEMENT**

9 A. METRO and the UNION recognize that Vehicle Maintenance duties and functions
10 are time critical and that Employees have the responsibility and obligation to be at work on time each
11 day. Vehicle Maintenance Employees will be subject to the following terms, which supersede any
12 conflicting provisions elsewhere in the AGREEMENT.

13 B. Vehicle Maintenance will monitor and record attendance using the terms of late
14 occurrence and unexcused absence.

15 C. A late occurrence (one-tenth (.1) to two (2) hours) shall be managed and recorded
16 as follows:

- 17 1. An Employee may complete any time left on his/her shift.
- 18 2. An Employee may work a full eight (8) hours even though this work would
19 continue into the next shift.
- 20 3. An Employee may not use AC time or vacation to make up lost time.
- 21 4. An Employee will be paid for actual hours worked at his/her scheduled rate
22 of pay.
- 23 5. A late occurrence shall not create an overtime opportunity for the late
24 Employee. No grievances will be filed by other Employees claiming overtime infringements should
25 an Employee elect to work his/her full shift and the time worked extends into another shift.
- 26 6. Late occurrences will be recorded in a one hundred eighty (180) day rolling
27 time frame as follows:

28 1st through 5th occurrence – Employee & supervisor initial the

1 attendance card.

2 6th occurrence – One (1) day suspension without pay.

3 7th occurrence – Discharge, treated as a major infraction as defined in
4 Article 4.

5 D. Unexcused absences (over two (2) hours) shall be managed and recorded as
6 follows:

7 1. An Employee may complete his/her shift only.

8 2. An Employee may not use AC time or vacation to supplement their regular
9 shift pay.

10 3. Such Employee is not eligible for overtime that day.

11 4. Unexcused absences will be recorded in a twelve-month rolling time frame
12 as follows:

13 1st and 2nd occurrence – Employee and supervisor initial the
14 attendance card.

15 3rd occurrence – One (1) day suspension without pay.

16 4th occurrence – Discharge, treated as a major infraction as defined in
17 Article 4.

18 E. An occurrence which results in a second one (1) day suspension within one
19 hundred eighty (180) days of the occurrence that resulted in the first suspension shall result in
20 discharge.

21 F. Extenuating circumstances will be considered. Any request by an Employee to
22 have a late occurrence or unexcused absence removed from the attendance management record must
23 be presented to the immediate supervisor in writing, within five (5) working days of the occurrence.

24 G. METRO and the UNION agree to review this Section on an annual basis.

25 **SECTION 12 – MECHANIC APPRENTICESHIP PROGRAM**

26 A. The purpose of this program is to establish an on-the-job apprenticeship training
27 program leading to the status journey level, diesel mechanic. The classification of apprentice shall be
28 covered under all the terms and conditions of this AGREEMENT, unless otherwise specified under

1 the Apprenticeship Standards.

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2 **SECTION 13 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

3 The UNION and METRO agree to maintain a committee to be known as the Vehicle
4 Maintenance Labor Management Relations Committee (VLMRC), with the express intent of
5 promoting and encouraging a collaborative, on-going labor-management relationship that strengthens
6 mutual respect, trust, understanding and effective communication. This committee shall meet for the
7 purpose of discussing, approving and/or proposing resolutions to;

8 1. Issues or problems of METRO policies which affect the Bargaining Unit and which
9 either party requests be placed on the agenda.

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

12 3. Other matters of mutual concern.

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1 **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

2 **SECTION 1 – DEFINITION OF EMPLOYEES**

3 Facilities Maintenance Employees shall mean all Employees in the following job
4 classifications:

- 5 • Building Operating Engineer
- 6 • Carpenter
- 7 • Equipment Operator
- 8 • Facilities Intermediate Clerk
- 9 • Facilities Maintenance Trainee
- 10 • Facilities Maintenance Worker
- 11 • Grounds Specialist
- 12 • Lead Carpenter
- 13 • Lead Constructor
- 14 • Lead Painter
- 15 • Lead Transit Custodian
- 16 • Maintenance Constructor
- 17 • Maintenance Painter
- 18 • Radio Equipment Specialist
- 19 • Signage Specialist
- 20 • Transit Custodian I
- 21 • Transit Custodian II
- 22 • Utility Laborer

23 **SECTION 2 – SUBCONTRACTING**

24 A. METRO shall not subcontract work historically performed by members of the
25 Bargaining Unit except as provided in Paragraph C and except that METRO may contract the
26 maintenance of up to ten (10) park-and-ride lots during the term of this AGREEMENT. Duties will
27 include pulling weeds, clearing brush, picking up trash and other work that does not require power
28 tools except weed eaters.

1 B. UNION and METRO representatives will meet each December to establish, by
2 mutual agreement, which park-and-ride lots will be subcontracted during the following year.

3 **SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS**

4 A. Vacancies in the Transit Custodian I classification will be filled by Maintenance
5 Worker applicants by seniority.

6 B. Vacancies in the Transit Custodian II classification will be filled by Transit
7 Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer
8 the position to Facilities Clerks and Maintenance Workers by qualifications.

9 C. Vacancies in the Utility Laborer classification will be filled from all lower
10 Facilities classifications by qualifications.

11 D. Vacancies in the Signage Specialist classification will first be filled by Utility
12 Laborer applicants by seniority.

13 E. Vacancies in the Lead Transit Custodian classification will be filled by Transit
14 Custodian II applicants by qualifications. If no Transit Custodian II accepts the position, such
15 position will be offered to all other Facilities Employees by qualifications.

16 F. Vacancies in the Equipment Operator classification will be filled by qualifications,
17 including driving and CDL requirements, from all lower Facilities classifications.

18 **SECTION 4 – WORK ASSIGNMENTS**

19 A. The workweek shall consist of five (5) consecutive days, except when an
20 Employee's pick makes this impossible. An Employee will be guaranteed eight (8) hours pay for
21 each regular workday. Each shift will be completed within a continuous eight and one-half (8-1/2)
22 hour period and will include an unpaid one-half (1/2) hour lunch break and two (2) paid fifteen (15)
23 minute rest breaks. Employees who pick a regular weekly schedule consisting of four (4) ten-hour
24 shifts will be governed by the provisions in Article 13.

25 B. If it becomes necessary to alter a shift, and such alteration imposes a serious
26 hardship on the Employee, such Employee may request that METRO and the UNION review the
27 matter.

28 C. For the purposes of the pick and subsequent work assignments, the graveyard shift

1 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
2 third.

3 **D.** The term "complex" as used in this Article is defined as a group of specific
4 worksites within a defined geographical area, as described in Exhibit C, except as modified by the
5 Labor/Management Relations Committee.

6 ***SECTION 5 – UPGRADES***

7 **A.** The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities
8 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the
9 higher rate of pay for actual time worked up to four (4) hours. Assigned work in a higher paid
10 classification in excess of four (4) hours will be paid at the higher rate of pay for the entire shift.
11 Overtime will be paid at the overtime rate for the higher paid classification.

12 **B.** For classifications above Signage Specialist, upgrades will be based on
13 qualifications, as determined by METRO.

14 **C.** For classifications of Signage Specialist and below, upgrades shall be offered to
15 the immediate lower classification by seniority as follows:

16 **1.** For positions lasting less than thirty (30) days, upgrades shall be offered by
17 worksite, complex and system-wide.

18 **2.** For positions lasting thirty (30) days or more, upgrades will be offered
19 system-wide.

20 **D.** An Employee who declines a temporary upgrade opportunity may not displace the
21 Employee who accepted it, regardless of seniority.

22 **E.** Upgrade work will be assigned to qualified employees by seniority within a
23 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training
24 sign-up sheets.

25 **F.** An Employee upgraded to a regular Lead position shall receive ten percent (10%)
26 above the top step of the wage rate of the classification for which he/she serves as a Lead.

27 **1.** If METRO determines that a Lead position will be needed for a project or
28 crew which has three (3) or more Employees and will last for more than ninety (90) days, METRO

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1 will assign a regular journey-level Lead instead of a designated Lead.

2 2. Employees upgraded to a regular Lead position will be selected from
3 Employees on the project or crew who have completed probation.

4 3. When more than three (3) Employees in the same Transit Custodian
5 classification work together as a crew, a regular Lead will be assigned to the shift at such worksite or
6 complex.

7 4. Each regular Lead will be considered a working Lead. In addition to his/her
8 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

9 5. No regular Lead will discipline other Employees.

10 **SECTION 6 – DESIGNATED LEADS**

11 A. Each designated Lead in the Facilities Maintenance sections shall receive an eight
12 percent (8%) differential above his/her existing wage rate for his/her classification.

13 B. A designated Lead will be assigned by the immediate supervisor, or chief when:

14 1. Three (3) or more Employees are assigned to work together as a team
15 without supervision for more than two (2) hours. The senior Employee in the highest paid job
16 classification on the work team shall be assigned the designated Lead responsibility.

17 2. Two (2) or more Employees in the same job classification of Utility Laborer
18 or above are assigned to work together as a team without supervision for more than four (4) hours. In
19 this case, the senior Employee on the work team shall be assigned the designated Lead responsibility.

20 C. Employees in a classification lower than Utility Laborer who train new Employees
21 will receive designated Lead pay.

22 D. No Transit Custodian II will be eligible for a designated Lead assignment.

23 E. Once assigned as a designated Lead person, the Employee shall be paid at the
24 designated Lead rate of pay for the entire shift. Any time worked as a designated Lead in excess of
25 eight (8) hours, or ten (10) hours for a 4/40 Employee, will be paid at one and one-half (1-1/2) times
26 the designated Lead rate of pay.

27 F. A designated Lead will be considered a working Lead. In addition to his/her
28 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

1 G. No designated Lead will discipline other Employees.

2 SECTION 7 - PICKS AND MOVE-UPS

3 A. Two (2) picks shall be held annually, to be effective on the start of the closest pay
4 period to March 15 and September 15. When a facility opens or closes, a system-wide pick will
5 occur for those job classifications affected.

6 B. If a permanent or long term vacant position is to be filled, a system-wide move-up
7 in that classification will be permitted. Move-ups will be conducted only when they can be
8 completed twenty-eight (28) days prior to a shake-up. Assignment of specific duties on any shift
9 shall be at the sole discretion of METRO.

10 C. All Facilities picks will show the usual openings in each classification for each
11 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or
12 for adjusting workloads, METRO will solicit volunteers from the classification needed complex. If
13 no Employee volunteers, the least senior Employee available in the classification, within the
14 worksite, will be assigned. METRO retains the right to move the least senior Employee to another
15 worksite, shift or RDO combination. METRO will provide a minimum of twenty-four (24) hours
16 advance notice prior to any change in assignment.

17 D. All Employees listed in Section 1 may select by classification seniority, complex,
18 worksite, shift (when applicable), and two (2) consecutive RDOs. Specific duties within a
19 classification may also be picked to the extent specified by METRO on the pick sheets.

20 E. Copies of the proposed pick schedule and shifts will be posted for review no later
21 than fourteen (14) calendar days prior to the start of the pick. Changes in the posting may not be
22 made less than five (5) days prior to the pick. The effective date of the shake-up will be
23 approximately two (2) weeks after the pick.

24 F. METRO will make arrangements for each Employee to be available to pick his/her
25 assignment a minimum of ten (10) minutes prior to his/her designated pick time.

26 G. An Employee who wishes to select an assignment will report to an appropriate
27 pick location at least ten (10) minutes ahead of his/her pick time to examine available work
28 assignments. No Employee shall be compensated for time spent in the selection process, unless it is

1 during his/her regular work hours.

2 H. A UNION representative for Facilities Maintenance Employees shall be present
3 during each pick, including vacation picks.

4 I. An Employee who is unable to attend the pick may leave an absentee pick form
5 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
6 representative picking an assignment for the Employee. The UNION representative shall make an
7 effort to select an assignment comparable to the assignment most recently worked. Selections made
8 by the UNION will not be subject to the grievance/arbitration procedure.

9 J. When METRO determines that an Employee will be unavailable for work for an
10 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer from
11 Facilities Maintenance will be notified prior to the start of the pick process.

12 **SECTION 8 – VACATION SELECTION**

13 A. METRO will determine the number of Employees who may be on vacation at any
14 one time in each job classification at each worksite and shall indicate same on a list at each worksite.

15 B. At the first pick of the calendar year, each Facilities Maintenance Employee, after
16 having first selected a worksite complex, may select a maximum of five (5) separate blocks of
17 vacation, each consisting of one (1) or more consecutive workdays. No more than five (5) vacation
18 blocks may be used in any calendar year. Vacation selections shall be made by seniority within a job
19 classification. An Employee who takes his/her vacation in two (2) or more blocks shall select the
20 second block of his/her vacation after all Employees in his/her classification have made their first
21 selection; his/her third selection after all Employees in his/her classification have made their second,
22 etc. METRO shall post a calendar at each worksite with all approved vacation selections indicated.
23 Vacation changes shall not be allowed except in emergencies, as determined by METRO.

24 C. Two (2) separate vacation calendars for September 15 through December 31 will
25 be created at the vacation pick. One calendar will contain system-wide guaranteed vacations. The
26 other will contain complex vacation requests. An Employee who has picked a period on the system-
27 wide calendar will be guaranteed his/her vacation regardless of which worksite he/she picks in the
28 fall. Administrative area vacation requests, made at the pick, will be granted, by seniority, as long as

1 no Employee in the same classification who has a system-wide guarantee moves into said
2 administrative area at the fall pick. After the vacation pick, vacation requests will be honored on a
3 first come, first served basis.

4 **D.** An Employee who does not select vacation at the first pick of the year must
5 request vacation at least thirty (30) days prior to the first effective day of requested leave, unless
6 otherwise approved by management.

7 **E.** An Employee who has not filed a vacation request according to the above
8 Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

9 **F.** On September 15 of each year, METRO will notify each Employee who has a
10 vacation balance which exceeds the allowable carry-over per Article 9, Section 4. Such Employee
11 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

12 **G.** An Employee who desires to use unpicked vacation may use up to two (2) days per
13 year in single day increments with the prior approval of his/her supervisor. An Employee may use
14 vacation leave in one (1) hour increments with the approval of his/her supervisor.

15 **SECTION 9 – OVERTIME**

16 **A.** All hours worked in excess of eight (8), or ten (10) hours for a 4/40 Employee, in
17 the scheduled workday, except as provided in Article 13, and on an Employee's RDO shall be paid at
18 the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of pay for the
19 classification for actual overtime hours worked.

20 **B.** When unscheduled overtime is requested to complete a special task, the overtime
21 will first be offered to the Employee within the classification responsible for the work. A special task
22 shall be defined as:

23 1. non-ordinary circumstances in which the work cannot wait to be completed;

24 or

25 2. work deemed unreasonable to have anyone but the existing employee
26 performing the work be the one to complete the special task.

27 **C.** An Employee who wishes to receive planned or scheduled overtime shall sign, or
28 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list

1 will be posted on Monday and pulled at noon on Thursday. An Employee who is not on the overtime
2 list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or
3 if overtime must be assigned in inverse order of seniority. METRO will not call an Employee who is
4 on an authorized leave for overtime, unless it is an extreme emergency.

5 1. Overtime will be assigned to Employees on the list in order of seniority
6 within a classification, within the worksite responsible for the task, and by shift, provided the
7 Employee is qualified and reasonably available.

8 2. If the overtime is not filled from the list, it will be offered, by seniority, to
9 Employees in the next lower job classification(s) at the worksite where the overtime is required,
10 provided the Employee is qualified for the upgrade and reasonably available to do the work. If the
11 overtime is still not accepted, it will be offered, by seniority, to Employees in the job classification in
12 which the overtime is required, at other work sites within the complex. If the overtime is still not
13 accepted, it will be offered system-wide to Employees in the job classification in which the overtime
14 is required.

15 3. If the overtime has not been filled after all of the procedures outlined in
16 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
17 job classification, at the worksite where the overtime is required. If the least senior Employee is not
18 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in
19 seniority. In the event of an emergency, METRO may assign overtime to any qualified Employee.

20 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,
21 and who is called back to work and reports for work, will be guaranteed four (4) hours of pay at the
22 overtime rate. A Facilities Maintenance Employee who is required to be on standby on his/her RDO,
23 including holidays, will receive four (4) hours of standby pay at his/her overtime rate for each set of
24 RDOs, including holidays, or on a holiday not connected to his/her RDOs, that he/she is on standby.
25 Standby shall be defined as the time from the quit time of the Employee's shift to the start time of the
26 Employee's next scheduled shift, during which the Employee is required to be available for work.

27 E. A Facilities Maintenance Employee called in before his/her scheduled report time
28 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment

1 and will not be required to work beyond a spread of twelve (12) hours. An Employee desiring to go
2 home early may request permission from his/her supervisor.

3 F. Overtime on any shift shall be computed at the rate paid for the Employee's
4 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
5 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
6 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
7 into the day shift will be paid at the overtime rate with graveyard shift differential.

8 **SECTION 10 – SHIFT DIFFERENTIAL**

9 Shift differential shall be seventy-five cents (\$.75) per hour for swing shift and one dollar
10 (\$1.00) per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will
11 be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be
12 considered a graveyard shift.

13 **SECTION 11 – SPECIAL BENEFITS**

14 A. A tool allowance shall be provided annually by separate check to Employees
15 permanently assigned to the classifications of Building Operating Engineer, Carpenter, Maintenance
16 Constructor, Radio Equipment Specialist and to authorized trainees in these classifications. The
17 amounts shall be as follows:

Year	Allowance
1999	\$265
2000	\$275
2001	\$285

23
24 METRO will provide those tools necessary to perform all assigned mechanical work to
25 Facilities Maintenance Employees who are not provided the annual tool allowance.

26 B. METRO shall provide tool insurance to those Employees who receive an annual
27 tool allowance. Coverage will be in the amount of six thousand dollars (\$6,000). Except at the
28 discretion of METRO, no claim shall be honored without evidence of forcible entry unless a police

1 report has been filed. Payment is contingent upon the Employee having on file with his/her
2 supervisor an up-to-date inventory of tools designating the type, size and manufacturer. METRO
3 shall have the right to inspect the inventory of tools; however, an Employee shall be allowed three (3)
4 days after the inspection to locate any tools which are missing.

5 C. Each Facilities Maintenance Employee, except a Facilities Intermediate Clerk,
6 shall receive eight (8) uniforms. An Employee who does not regularly wear any portion of the
7 uniform will be required to turn in the portion not being worn. Such Employee may request uniform
8 reissue at the beginning of the next shake-up. Two (2) smocks or aprons will be provided to each
9 Facilities Clerk upon request.

10 D. Each Employee who is required to work in inclement weather or hazardous areas
11 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
12 to, a rainset, hat, and boots.

13 E. METRO shall provide and maintain necessary safety clothing, uniforms, and
14 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be
15 entitled to a METRO voucher to be applied toward purchases of such footgear. The maximum
16 METRO contribution paid by such voucher shall be one hundred twenty dollars (\$120) per
17 Employee. A replacement item will be issued only if the original item is turned in and judged to be
18 in need of replacement.

19 F. When an Employee works two (2) or more hours of overtime in conjunction with
20 his/her regular shift, METRO will provide, upon request, an unpaid thirty (30) minute meal period.

21 G. METRO shall reimburse each Employee for the cost of any license(s) required in
22 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers
23 license.

24 **SECTION 12 – FACILITIES TRAINING COMMITTEE**

25 A. The purposes of the Facilities Training Program are to maintain an on-the-job
26 training program for Transit Employees leading to journey level status or promotional opportunities
27 in selected classifications within Facilities Maintenance Sections and to offer these Employees an
28 opportunity to advance into skilled positions at a high level of proficiency.

1 B. The start date of an Employee's Facilities Training Program will be his/her
2 classification seniority date.

3 C. The details of the Facilities Training Program will be developed by the Facilities
4 Training Committee comprised of an equal number of representatives from the UNION and METRO.
5 If the committee foresees a vacancy in a journey level classification, it may establish a trainee
6 position in such classification.

7 D. A trainee who is successful in the program will be retained in his/her original
8 classification until an opening occurs in the journey level classification for which he/she trained.
9 Such Employee will be used to back fill in the journey level classification by classification seniority.

10 E. A trainee who is not successful in the program will be retained on the payroll and
11 returned to his/her former job classification with no loss of seniority, rights or benefits.

12 **SECTION 13 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

13 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-
14 Management Relations Committee (FLMRC) is established and authorized, consistent with
15 applicable laws and the terms of this AGREEMENT. The committee will be composed of the
16 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance
17 Executive Board Officer, and two (2) UNION appointed members with an equal number appointed
18 by Facilities Management, including a Supervisor/Chief of Radio Maintenance. This committee shall
19 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of
20 this committee shall be implementation, discussion and resolution of working conditions, updates to
21 the notebook entitled *Policies, Procedures, and Guidelines*, issues/problems of METRO
22 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or
23 problems of contract administration other than formal grievances which are being processed, and
24 other matters of mutual concern.

25 B. METRO shall inform the UNION of changes in the Power and Facilities notebook
26 entitled *Policies, Procedures, and Guidelines* after review and acceptance by the FLMRC and prior to
27 the implementation of said changes.
28

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 (formerly Transit Cashier).

5 B. Work historically or traditionally performed by Revenue Coordinators, formerly
6 Transit Cashiers, will be 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 (8-1/2) hour period. Each Revenue Coordinator shift will include a
10 one-half (1/2) hour lunch break.

11 B. The workweek shall consist of five (5) consecutive days with each workday
12 guaranteed at eight (8) hours. There shall be two (2) consecutive RDOs.

13 C. Employees who pick a regular weekly schedule consisting of four (4) ten-hour
14 shifts 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 (3) hours pay at the overtime rate.

20 **SECTION 3 – PICKS**

21 A. Three (3) times each year, at the request of the UNION, METRO shall post all
22 shifts required for the classification of Revenue Coordinator. Each Employee shall be permitted to
23 select 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.

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1 **SECTION 4 – VACATION SELECTION**

2 A Revenue Coordinator taking his/her vacation in two (2) or more blocks may select the
3 second block of his/her vacation after all Employees in his/her classification have made their first
4 selection; his/her third selection after all Employees in his/her classification have made their second
5 selection, 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 METRO Full-Time Transit Operators on the basis of
11 ability, training, education, experience, and job performance, as determined by appropriate testing
12 procedures. Once selected, the candidates shall be placed on the Intermittent Revenue Coordinator
13 List in seniority order as determined by the UNION. Such vacancies shall be posted on METRO
14 bulletin boards for at least two (2) 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 (1) 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 • Customer Assistance Representative (CAR)
- 10 • Duplicating Equipment Operator
- 11 • Information Distributor
- 12 • Intermediate Clerk
- 13 • Offset Press Operator
- 14 • On-Call Customer Assistance Representative
- 15 • Operations Security Liaison
- 16 • Senior Accounting Representative
- 17 • Senior Clerk
- 18 • Senior Customer Assistance Representative (Senior CAR)
- 19 • Senior Data Entry Clerk
- 20 • Supply Distributor
- 21 • Transfer Room/Warehouse Worker

22 **SECTION 2 – WORK ASSIGNMENTS**

23 A. The workweek shall consist of five (5) consecutive days, except when an
24 Employee’s pick makes this impossible. Each Employee shall be guaranteed eight (8) hours pay for
25 each regular workday. Each shift, except where modified by historical practice, will be completed
26 within a continuous eight and one-half (8-1/2) hour period and will include an unpaid one-half (1/2)
27 hour lunch break and two (2) paid fifteen (15) minute rest breaks.

28 B. The graveyard shift shall be considered the first shift of the day; the day shift shall

1 be considered the second, and the swing shift shall be considered the third. Any shift with a quitting
2 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
3 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

4 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
5 (8) hours off between shifts and at least sixty (60) hours off for RDOs.

6 **SECTION 3 – PICKS**

7 Employees within a classification which has any combination of day, swing, and/or graveyard
8 shifts shall be entitled to select their worksite and shift in conjunction with Transit Operator picks.

9 **SECTION 4 – VACATION SELECTION**

10 A. Vacations may be split into periods of one (1) or more full weeks when this can be
11 arranged at no additional cost to METRO. An Employee may take his/her vacation in one (1) day or
12 one (1) hour increments. Requests for use of such vacation must be approved in advance by his/her
13 supervisor.

14 B. Vacations will be picked by seniority.

15 C. An Employee, who takes his/her vacation in two (2) or more periods shall select
16 the second period of his/her vacation after all Employees in his/her classification have made their first
17 selection; his/her third selection after all Employees in his/her classification have made their second
18 selection; etc., until all periods of vacation have been selected.

19 D. The vacation pick shall be completed by December 15 each year. The vacation
20 calendar shall remain posted and shall be kept current.

21 E. Any picked vacation not used will be offered to other Employees by seniority in
22 the same classification if Metro determines business reasons permit.

23 **SECTION 5 – OVERTIME**

24 A. All hours worked in excess of eight (8) hours in the scheduled workday or work on
25 an Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the existing
26 straight-time rate of pay of the classification for actual overtime hours worked.

27 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
28 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift

1 differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard
2 shift differential.

3 **SECTION 6 – SPECIAL ALLOWANCES**

4 A. Shift differentials shall be seventy-five cents (\$.75) per hour for swing shift and
5 one dollar (\$1.00) per hour for graveyard shift.

6 B. An Employee who has gone home after his/her regular shift, and who is called
7 back to work and reports for work, will be guaranteed at least three (3) hours of pay at the overtime
8 rate. An Employee called in before his/her scheduled report time and in conjunction with his/her
9 regular shift will be paid for actual hours worked.

10 **SECTION 7 – SPECIAL BENEFITS**

11 A. Each Employee who is required to work in inclement weather will be provided the
12 necessary foul weather gear which includes, but is not limited to, a rainset, hat, and boots.

13 B. When an Employee is informed during his/her regular shift that overtime in excess
14 of two (2) hours beyond the end of his/her regular shift will be required, METRO will provide a thirty
15 (30) minute unpaid meal period or a fifteen (15) minute paid break, upon request.

16 C. When an Employee is called in for emergency work two (2) or more hours prior to
17 the start of his/her regular shift, METRO will provide a thirty (30) minute unpaid meal period or a
18 fifteen (15) minute paid break, upon request.

19 **SECTION 8 – CUSTOMER ASSISTANCE REPRESENTATIVES**

20 A. In January and in July each CAR will select his/her position. Positions at Lost and
21 Found, the Sales Counter, Metro Customer Stop and the Customer Response Phones will be available
22 for pick. At pick a volunteer list for qualified CARs will be posted for backfill purposes for short
23 term vacancies.

24 B. During his/her probationary period, each CAR will receive two (2) consecutive
25 months training in the following areas: Lost and Found; Sales Counter or Metro Customer Stop and
26 the Customer Response Phones. A CAR will not participate in the pick until his/her probationary
27 period is completed and he/she is qualified in all three (3) work areas. A CAR trainee who completes
28 his/her probationary period and is qualified in all three (3) work areas will pick a vacant position by

1 seniority for the remainder of the current shake-up.

2 C. Each eligible CAR will select, by seniority, a position to work for the duration of
3 the shake-up. Each CAR qualified in all customer assistance work areas will have the opportunity
4 also to be on a volunteer list for backfill of short-term vacancies of up to five working days. If there
5 are no volunteers available, such work will be assigned by inverse seniority on a rotating basis.

6 D. If a temporary vacancy, defined as more than five (5) working days, is to be filled
7 it shall be filled by detail assignment. CAO Employees who are qualified and willing to do the work
8 shall be given first consideration. Among such Employees seeking any such position, seniority,
9 workload and staffing needs shall be the determining factor in filling the position. If no volunteers
10 are available, the position will first be assigned by inverse seniority on a rotating basis then be offered
11 to On-Call CARs, then to qualified volunteers from Rider Information. If no qualified Employees are
12 reasonably available, outside help will be used. The UNION will be advised when outside help is
13 called.

14 E. Copies of the proposed pick schedules and shifts will be posted for review twenty-
15 one (21) calendar days prior to the start of the pick. Changes in the posting may not be made less
16 than five (5) days prior to the pick. A UNION representative shall be present during the pick.

17 F. A CAR who is unable to attend the pick may leave an absentee pick form
18 indicating his/her work preferences with the UNION. Failure to do so will result in the UNION
19 representative picking an assignment for the Employee. The UNION representative will make an
20 effort to select an assignment comparable to the assignment last selected at pick. Selections made by
21 the UNION will not be subject to the grievance/arbitration procedure. Employees shall not be
22 compensated for time spent in the selection process, unless it is during their regular work hours.

23 G. When METRO determines that a CAR will be unavailable for work for an entire
24 shake-up, for any reason, that Employee shall not pick a shift. This provision shall include
25 Employees who are detailed or upgraded into job classifications other than their own.

26 H. If METRO determines that a vacancy exists in a CAR position which is to be filled
27 by a move-up, CARs interested in filling that vacancy will be allowed to express interest in the
28 position. METRO will then fill the vacancy with a qualified Employee, by seniority.

1 I. CARs will pick their vacations by seniority in rounds. During the first round of the
2 vacation pick, an Employee may select either any number of consecutive weeks of vacation or up to
3 five (5) individual days of vacation, which need not be consecutive. Only one (1) Employee may be
4 on vacation at a time, unless METRO approves additional vacations.

5 1. Other selections of individual vacation days shall not occur until all
6 Employees have completed their selection of full weeks. A personal holiday may be selected as a
7 single day after all full weeks have been selected. A personal holiday also may be requested at a later
8 date, in the same manner as individual vacation days.

9 2. An Employee may reserve any number of vacation days to use in one (1)
10 day or one (1) hour increments. Requests for use of such vacation need to be made at least one (1)
11 week in advance and will be honored whenever possible, based on operational needs.

12 3. AC days may be requested, within existing AC guidelines for the Customer
13 Assistance Office, but such days will not be included in the vacation pick.

14 4. Any picked vacation not used by a Senior CAR or CAR will be offered to
15 other CARs by seniority if Metro determines business reasons permit.

16 J. Overtime will be offered by seniority on a rotating basis for Employees in the
17 CAO. At pick, interested Employees who want to work overtime may sign up. An overtime list will
18 then be established and posted in the CAO.

19 K. An Employee shall receive a straight-time premium for instructing individuals as
20 follows:

21 1. One (1) hour of pay at the Employee's current rate for four (4) hours or less
22 of instruction in one (1) day.

23 2. Two (2) hours of pay at the Employee's current rate for more than four (4)
24 hours of instruction in one (1) day.

25 L. Each Employee required to work in a transit center or at a permanent satellite
26 customer stop will be provided a telephone.

27 M. METRO shall maintain a silent alarm system at the King Street Center, Westlake
28 Customer Stop, and the Bellevue Transit Center.

1 N. An operations manual for each area of CAO will specify applicable policies and
2 procedures. Such policies and procedures shall not conflict with the provisions of this
3 AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete,
4 updated manual will be available to all CAO Employees.

5 O. METRO and the UNION agree to establish a joint working conditions committee
6 comprised of equal numbers of METRO management and UNION appointed CAO representatives.
7 The purpose of this committee will be to improve working conditions and work processes in CAO.
8 The committee will meet regularly and during the planning phase of any project that will impact
9 working conditions.

10 **SECTION 9 – ON-CALL CUSTOMER ASSISTANCE REPRESENTATIVES**

11 For the purpose of filling a temporary vacancy as described in Section 8.D, on-Call Customer
12 Assistance Representative (CAR) classification will work at the front counter in Metro's Customer
13 Assistance Office. The conditions of employment for this classification will be as follows:

14 A. The On-Call CAR will only work at the front counter. He/she will not participate
15 in the CAR pick, as provided under Article 20, Section 3, and will not perform other duties required
16 of a regular Customer Assistance Representative such as work on the complaint phones and in the
17 lost and found area.

18 B. The On-Call CAR may be assigned to work less than an eight (8) hour day and/or a
19 forty (40) hour workweek.

20 C. The On-Call CAR will be eligible for holiday pay, as provided in Article 8, for any
21 of the listed holidays which are observed the month following any month in which the On-Call CAR
22 has worked eighty (80) hours or more. In addition, an On-Call CAR may be eligible for a personal
23 holiday as provided in Article 7, Section 5.

24 D. The On-Call CAR will not be eligible for holiday pay in any month in which,
25 during the preceding month, the On-Call CAR worked less than eighty (80) hours. However, if the
26 On-Call CAR is required to work a holiday, he/she will be paid at the overtime rate of pay.

27 E. The On-Call CAR will be eligible to accrue vacation like an Assigned Rider
28 Information Specialist, in accordance with Article 9. Upon qualification, the On-Call CAR will be

1 eligible to accrue sick leave in accordance with Article 11.

2 F. Not more than twenty percent (20%) of all CAR positions shall be On-Call CARs.

3 G. No full-time CAR will be forced to on-call status.

4 **SECTION 10 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE**
5 **WORKER AND SUPPLY DISTRIBUTORS**

6 A. Two (2) smocks or two (2) coveralls will be made available to Information
7 Distributors, Transfer Room/Warehouse Workers and Supply Distributors.

8 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse
9 Workers and Supply Distributor with the necessary safety equipment, including but not limited to, an
10 abdominal belt, gloves, and/or dust masks.

11 C. Information Distributors shall mean all Special Classifications Employees in the
12 classification of Information Distributor, whose historical and traditional work is the receipt,
13 warehousing, record keeping, and distribution throughout the METRO service area of transit-related
14 items, principally informational or promotional materials and timetables. However, from time to time
15 individuals other than Information Distributors may need to pick up or drop off informational or
16 promotional materials and time-tables in small quantities.

17 D. Information Distributors' overtime shall be offered by seniority on a rotating basis
18 for extra work not assigned to an Employee's normal area of delivery.

19 E. METRO will reimburse each Information Distributor for telephone expenses
20 incurred as part of his/her duties.

21 **SECTION 11 – OPERATIONS SECURITY LIAISON**

22 A. Employees in this job classification will work forty (40) hours per week on a
23 flexible work schedule approved by their Supervisor.

24 B. Overtime at the rate of time and one half (1-1/2) will be paid for all hours worked
25 in excess of forty (40) hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends
26 Friday at 12:00 midnight.

27 C. Future positions and vacancies in the Operations Security Liaison classification
28 will be offered to qualified employees represented by the UNION who have been a Full-Time Transit

1 Operator for a minimum of three (3) years.

2 D. If work is performed on a holiday the Employee will not receive additional pay for
3 such work beyond the Employee's regular weekly salary.

4 E. Sections 2 through Section 9 of this Article do not apply to the classification of
5 Operations Security Liaison. Only Section 1 of this Article will apply.

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1 **ARTICLE 21: RIDER INFORMATION SPECIALISTS**

2 **SECTION 1 – DEFINITION OF EMPLOYEES**

3 Rider Information Specialists shall mean all Employees in the following classifications:

- 4 • Rider Information Specialist
- 5 • Senior Rider Information Specialist (including AM Senior, Work-room Senior, and
- 6 PM Senior)
- 7 • Assigned Rider Information Specialist

8 **SECTION 2 – GENERAL CONDITIONS**

9 A. All routine update work dealing with information provided exclusively for, or
10 historically in, the Rider Information Office (RIO) shall be performed by Senior Rider Information
11 Specialists and/or Rider Information Specialists as long as the information continues to be provided
12 in the same manner.

13 B. Senior Rider Information Specialists, Rider Information Specialists and Assigned
14 Rider Information Specialists shall be considered as one (1) classification for the purposes of layoff.

15 C. METRO and the UNION agree to establish a joint working conditions committee
16 comprised of equal number of METRO representatives and UNION-appointed RIO representatives.
17 The purposes of this committee will be to improve working conditions and work processes in RIO.
18 The committee will meet regularly and during the planning phase of any project that will impact
19 working conditions.

20 **SECTION 3 – WORK ASSIGNMENTS**

21 A. The day shift shall be considered the first shift of the day; the swing shift will be
22 considered the second; and the graveyard shift will be considered the third. Any shift with a quitting
23 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
24 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

25 B. The workweek shall consist of five (5) consecutive days, except when an
26 Employee's pick makes this impossible. Each Employee will be guaranteed eight (8) hours pay for
27 each regular workday. Each shift will be completed within a continuous eight and one-half (8-1/2)
28 hour period and will include an unpaid one-half (1/2) hour lunch break and two (2) paid fifteen (15)

1 minute rest breaks. An exception shall be the graveyard shift, which shall be completed within a
2 continuous eight-hour period, so long as it is staffed by only one (1) Employee. An Employee who
3 picks a regular weekly schedule consisting of four (4) ten-hour shifts will be governed by the
4 provisions in Article 13.

5 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
6 (8) hours off between shifts and at least sixty (60) hours, off for RDOs; except that Rider Information
7 Specialists, who select extra positions, and Assigned Rider Information Specialists shall have at least
8 fifty-four (54) hours off for RDOs.

9 D. No more than twenty percent (20%) of all Full-Time Rider Information Specialist
10 assignments shall be extra positions. A Rider Information Specialist who selects an extra position
11 shall be guaranteed eight (8) hours pay each day.

12 E. Work schedules for extra person positions shall be posted on Tuesday of the week
13 prior to the effective date of the assignment.

14 F. No regular, full-time continuous shift in the Rider Information Office shall be split
15 during the life of this AGREEMENT. No Full-Time Rider Information Specialist will be required to
16 accept assigned status. No Assigned Rider Information Specialist will be required to accept a split
17 shift without mutual agreement between METRO and the UNION.

18 **SECTION 4 – PICKS**

19 A. Each Rider Information Specialist shall select, by seniority, a shift or an extra
20 position at each pick. Each Rider Information Specialist, who selects a shift, also will be entitled to
21 select, by seniority, his/her two (2) consecutive RDOs, breaks, and lunch hours by seniority at the
22 pick. Each Rider Information Specialist, who picks an extra position, will be assigned his/her two (2)
23 consecutive RDOs, breaks, and lunch hour.

24 B. Each Senior Rider Information Specialist shall select his/her shift; except that those
25 Senior Rider Information Specialist positions, which have been designated by METRO as permanent
26 assignments, shall not be subject to the pick.

27 C. Selection of shift and vacation for Rider Information Specialists and Senior Rider
28 Information Specialists will be determined by seniority earned within the specific classification.

1 D. Rider Information Specialist picks will be scheduled in conjunction with Transit
2 Operator picks. Copies of the pick schedule, the shifts, and extra positions available for selection
3 shall be prepared, posted, and sent to the UNION at least two (2) weeks prior to the date of the pick.

4 E. A UNION representative shall be present during pick.

5 F. No change or alteration to any shift which was picked shall be made during a
6 shake-up without consent from the affected Employee and the UNION.

7 G. All available shifts in the Rider Information Office will be picked. When a
8 vacancy occurs in the position of Senior Rider Information Specialist, it will be filled by an
9 Employee who has had at least two (2) years of experience as a METRO Rider Information
10 Specialist. When qualifications and experience are equal, current continuous service as a METRO
11 Rider Information Specialist will be the determining factor.

12 H. The position of acting weekend Senior Rider Information Specialist will be posted
13 at the pick. Any qualified and interested Employee must submit a letter of interest at least seven (7)
14 days prior to the pick. Two (2) years experience as a Rider Information Specialist is preferred. The
15 acting Senior Rider Information Specialists will be selected by seniority on a rotating basis. Such
16 acting assignments will last one (1) shake-up.

17 I. An Employee who is unable to attend the pick, may leave with the UNION an
18 absentee pick form indicating his/her work preferences. Failure to do so will result in the UNION
19 representative picking an assignment for the Employee. The UNION representative shall make an
20 effort to select an assignment comparable to the assignment last selected at a pick. Selections made
21 by the UNION will not be subject to the grievance/arbitration procedure.

22 J. No Employee shall be compensated for time spent in the pick unless it is during
23 his/her regular work hours.

24 K. When a permanent vacancy is to be filled, Employees working in such
25 classification may have a move-up, by seniority, provided such move-up is completed twenty-eight
26 (28) days prior to the next shake-up.

27 L. When METRO determines that an Employee will be unavailable for work for an
28 entire shake-up, for any reason, such Employee shall not pick a shift. This provision shall include

1 any Employee who is detailed or upgraded into job classifications other than his/her own.

2 **SECTION 5 – VACATION SELECTION**

3 A. Vacations will be picked by seniority as outlined in this Section. Senior Rider
4 Information Specialists will pick from a separate vacation list.

5 B. The vacation pick shall be completed by December 15th each year. The vacation
6 calendar shall remain posted and shall be kept current.

7 C. Vacations may be split into periods of one (1) or more full weeks when this can be
8 arranged at no additional cost to METRO. An Employee may elect to take fifty percent (50%) of
9 his/her vacation in one (1) day or one (1) hour increments. Requests for use of such vacation must be
10 approved in advance by the supervisor.

11 D. An Employee who takes his/her vacation in two (2) 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 E. At the vacation pick, an Employee may select vacation combined with AC in
16 consecutive blocks. An Employee may not pick AC unless it is accrued at the time of the vacation
17 pick.

18 **SECTION 6 – OVERTIME**

19 A. All hours worked in excess of eight (8) hours in the scheduled workday or on an
20 Employee's RDO shall be paid at the overtime rate one and one-half (1-1/2) times the existing
21 straight-time rate of pay for actual overtime hours worked.

22 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
23 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
24 differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard
25 shift differential.

26 C. Overtime will be offered on a rotating basis from an overtime list. If the list is
27 exhausted or if no Employee on the list is reasonably available, METRO may assign overtime by
28 inverse seniority.

SECTION 7 – SPECIAL ALLOWANCES

A. Shift differentials shall be seventy-five cents (\$.75) per hour for swing shift and one dollar (\$1.00) per hour for graveyard shift.

B. An Employee, who has gone home after his/her regular shift, and who is called back to work and reports for work, will be guaranteed at least three (3) hours of pay at the overtime rate. An Employee called in before his/her scheduled report time and in conjunction with his/her regular shift will be paid for actual hours worked.

C. An Employee shall receive a straight-time premium for assignments instructing another individual as follows:

1. One (1) hour of pay at the Employee's current rate for four (4) hours or less of instruction in one (1) day.

2. Two (2) hours of pay at the Employee's current rate for more than four (4) hours of instruction in one (1) day.

D. Rider Information Specialists trainees will receive at least 50% of the current top step hourly wage for Rider Information Specialists for actual hours worked until successfully completing training.

SECTION 8 – SPECIAL BENEFITS

A. When an Employee is informed during his/her regular shifts that overtime in excess of two (2) hours beyond the end of his/her regular shift will be required, METRO will provide a thirty (30) minute unpaid meal period or a fifteen (15) minute paid break, upon request.

B. When an Employee is called in for emergency work two (2) or more hours prior to the start of his/her regular shift, METRO will provide a thirty (30) minute unpaid meal period or a fifteen (15) minute paid break, upon request.

SECTION 9 – ASSIGNED AND SENIOR RIDER INFORMATION SPECIALISTS

A. Each Assigned Rider Information Specialist shall receive his/her work assignments from METRO and may work less than an eight (8) hour day and/or forty (40) hour workweek.

B. If METRO and the UNION agree to split shifts, up to one-third (1/3) of Assigned Rider Information Specialist shifts may be split, with a maximum spread of twelve and one-half (12-

1 1/2) hours. The Employee will be paid at a rate equivalent to time and one-half (1-1/2) for spread
2 time in excess of ten and one-half (10-1/2) hours.

3 C. An Assigned Rider Information Specialist who is on active pay status at least
4 eighty (80) hours in one (1) calendar month also is eligible for holiday pay as provided in Article 8,
5 for any of the listed holidays which are observed in the succeeding month. In addition, an Assigned
6 Rider Information Specialist may be eligible for a personal holiday, as provided in Article 8, Section
7 5. An Employee who works less than eighty (80) hours in one (1) calendar month will not be eligible
8 for holiday pay in the succeeding month. However, such Employee who works on the day of
9 observance of any of the holidays listed in Article 8, Section 4 will be paid at the overtime rate.

10 D. An Assigned Rider Information Specialist will accrue sick leave upon
11 qualification.

12 E. Not more than forty percent (40%) of all Rider Information Specialist positions
13 shall be Assigned Rider Information Specialists.

14 F. METRO shall offer all new, regular full-time Rider Information Specialist
15 positions to qualified Assigned Rider Information Specialists, provided there are a sufficient number
16 of qualified applicants. Seniority shall determine the order of selection after qualifications have been
17 determined through appropriate criteria and testing methods as defined by METRO. METRO shall
18 determine qualification criteria. METRO reserves the right to rehire or transfer former METRO
19 Rider Information Specialists to vacant Rider Information Specialist positions.

20 G. A Senior Rider Information Specialist shall notify Rider Information Specialists of
21 infractions but will not issue discipline or perform formal performance evaluations of Employees.

22 H. Senior Rider Information Specialists will monitor Rider Information Specialists on
23 an ongoing/rotating basis. An observation report will be placed in the Employee's file only upon
24 request of the Employee.

25 I. Work schedules for Assigned Rider Information Specialists shall be posted on
26 Tuesday of the week preceding the assignment.

1 **ARTICLE 22: SUPERVISORS**

2 **SECTION 1 – DEFINITION OF EMPLOYEES**

3 A First-Line Supervisor (Supervisor) shall mean a person employed by METRO on a regular
4 full-time continuing basis in any one of the following classifications:

- 5 • Base Dispatcher/Planner
- 6 • Communications Coordinator
- 7 • Schedule Maker
- 8 • Service Supervisor
- 9 • Transit Instructor
- 10 • Tunnel Controller
- 11 • Supervisor-in-Training

12 **SECTION 2 – MUTUAL RESPONSIBILITIES**

13 The management and direction of the work force, which includes, but is not limited to,
14 assigning work, clarifying all job specifications with regard to duties and setting performance
15 standards with input from Supervisors, is vested exclusively in METRO, limited only by the stated
16 conditions in this Article. Items not specifically addressed in this Article but covered in the general
17 Articles of this AGREEMENT shall also apply to Supervisors. No changes in existing rights or
18 related conditions shall be made without first negotiating with the UNION.

19 **SECTION 3 – APPOINTMENT OF PERMANENT SUPERVISORS**

20 A. From time to time METRO may require additional Supervisors. Candidates for
21 these positions shall be selected from METRO Full-Time Transit Operators having at least three (3)
22 years of current, full-time, driving service. These Employees shall be selected on the basis of ability,
23 training, education, experience and job performance, as determined by appropriate testing procedures
24 and evaluations which have been, and will continue to be, developed with input from the Supervisors.

25 B. Supervisor-in-Training (SIT) vacancies shall be posted on METRO bulletin boards
26 for at least two (2) calendar weeks. Interested Employees must formally apply through METRO’s
27 Employment Office within the specific time frame listed. Selection of SIT candidates shall be the
28 sole responsibility of METRO. Whenever possible, a Supervisor, selected by METRO after

1 consultation with the UNION, will be included in the SIT candidate selection process.

2 C. Candidates for SIT will be selected in accordance with METRO's merit system.
3 Successful candidates will be placed on a list by seniority. The SIT candidate list will remain in
4 effect until exhausted. Candidates must maintain eligibility, under the criteria used for the
5 recruitment process while they are on the list or they will be removed from the list. Once removed
6 from the list, an Operator must wait until the next recruitment and reapply.

7 D. SITs will be placed in that classification for eighteen (18) months. During the
8 eighteen (18) month period, each SIT will be required to qualify in the Base Dispatcher/Planner,
9 Service Supervisor and Transit Instructor classifications. Upon completion of training in each area,
10 the SIT will receive a performance evaluation. Upon qualification in all three areas, the SIT will
11 receive a formal review with METRO.

12 E. METRO will establish and publish standards for qualification and, with input from
13 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
14 each required classification. Failure to qualify in any of the required classifications will result in
15 termination as an SIT and return of the SIT to his/her previous job classification.

16 F. SIT candidates may be trained before an appointment is available.

17 G. An SIT shall not formally train another SIT at any time.

18 H. Upon appointment, SITs shall be subject to a twelve (12) month probationary
19 period.

20 I. Metro may require up to four (4) Supervisors to be qualified in the Communication
21 Coordinator classification during each shake-up. Volunteers, in seniority order, will be selected for
22 the training. If there are not enough volunteers to fill designated training requirements, Supervisors
23 may be required to qualify. If Supervisors are required to qualify as a Communications Coordinator,
24 they will be selected in inverse seniority order from Supervisors who have four (4) or more years of
25 seniority, calculated from the date of appointment as an SIT, and who have not had a previous
26 opportunity to qualify as a Communications Coordinator. A Supervisor who fails to qualify will
27 return to his/her picked assignment.

28 **SECTION 4 - PICKS**

1 A. Between March 1 and April 15 and between September 1 and October 15 each
2 year, or when a facility opens or closes, or when mutually agreed to by METRO and the UNION, all
3 shifts required in the job classifications of Communications Coordinator, Base Dispatcher/Planner,
4 Service Supervisor, Schedule Maker, Tunnel Controller, and Transit Instructor, will be posted for a
5 general pick. The pick process and implementation will occur between the dates listed above. The
6 two (2) general picks will be held unless a special pick has occurred within the last thirty (30) days.

7 B. Shifts will be classified as regular and relief. Employees will be permitted to select
8 shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for
9 pick according to pick guidelines. Pick guidelines will be reviewed in advance by METRO and the
10 UNION.

11 C. Supervisors who have not worked in a classification for twelve (12) months may
12 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
13 be considered permanently qualified unless mutually agreed by the UNION and METRO.

14 D. Copies of schedules and assignments to be picked will be posted at all work sites
15 fourteen (14) days prior to the pick. METRO also will issue each Supervisor and the UNION, a copy
16 of this information. After the posting, there will be a review period in which changes may be made
17 by METRO. No changes will be made five (5) days prior to the pick date unless mutually agreed by
18 the UNION and METRO.

19 E. A Supervisor may report to the pick room at least twenty (20) minutes prior to
20 his/her pick time to examine available work assignments.

21 F. A Supervisor who does not attend the pick must leave, with the UNION, at least
22 four (4) choices of assignments in order of preference. Failure to do so will result in the UNION
23 representative making every effort to select an assignment comparable to the assignment last selected
24 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
25 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
26 working hours.

27 G. UNION representation for the Supervisors shall be present during the pick.

28 H. All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,

1 significant duties, RDOs, or job classification changed during a shake-up without approval of the
2 affected Supervisor(s) and the UNION.

3 I. There will be no restriction, except as provided elsewhere in this Article, on the
4 number of Supervisors picking in or out of a particular classification except that the number of
5 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten (10)
6 years, picking into the Transit Instructor, or Communications Coordinator classifications will be
7 limited to two (2) in each classification. No more than one (1) nonqualified Supervisor may pick into
8 the Schedule Maker or Tunnel Controller classifications. However, the supervisor of a work unit may
9 exceed this number at his/her discretion. For picks due to the opening or closing of a facility, or
10 changes in facility hours, nonqualified Supervisors will not be allowed to pick into the Transit
11 Instructor, Schedule Maker, Tunnel Controller or Communications Coordinator classifications
12 without prior approval of the supervisor of the work unit.

13 J. If a sufficient number of qualified Supervisors do not wish to pick into a particular
14 classification, qualified Supervisors will be required to fill the shifts in inverse order of seniority in
15 that classification. When any Supervisor is forced into a classification because of the language in this
16 Paragraph, vacant shifts will be picked by seniority, starting with the forced Supervisor.

17 K. If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor, Tunnel
18 Controller, or Communications Coordinator classification and fails to qualify, his/her vacant shift
19 will be filled by the next most senior Supervisor who desires it. The Supervisor who fails to qualify
20 will fill the resulting vacancy if he/she is qualified to do so. If not, this process will be repeated until
21 there is a vacancy in a classification in which he/she is qualified. He/she may repick the
22 classification in which he/she failed to qualify after a period of two (2) years or with the approval of
23 the supervisor of the work unit.

24 L. At each pick, Supervisors may volunteer in writing to work over-time. An
25 overtime list will be posted at the pick.

26 M. Only Supervisors with a minimum of three (3) years seniority, from the date of
27 appointment as a Supervisor-in-Training, may pick Tunnel Controller shifts:

28 N. To be considered qualified as a Communications Coordinator or Tunnel

1 Controller, a Supervisor must successfully complete a qualification process consisting of a training
2 period and two (2) weeks of independent performance of the duties of the position. METRO will
3 determine qualification based on job performance. Supervisors who fail to qualify in this
4 classification will not participate in the qualification process for a period of two (2) years without
5 permission of the supervisor of the work unit.

6 O. Supervisors picking the Service Quality or Training Section must have a valid
7 CDL at the time of the pick. Licenses and endorsements will be checked at the pick. A joint
8 UNION/METRO support system will be developed to assist Supervisors who are having difficulty
9 obtaining a CDL.

10 P. A Supervisor picking Instructor classification will pick his/her work location by
11 seniority.

12 Q. All block assignments shall have ten (10) hours off between consecutive days
13 assignments except that in one (1) instance per week per blocked assignment, there may be a
14 minimum of eight (8) hours off. Each Supervisor who chooses a block assignment shall choose no
15 more than three (3) separate assignments to place in the blocks. Blocks must be picked in a way that
16 does not jeopardize time off or RDO guarantees found elsewhere in this AGREEMENT. Each
17 Supervisor picking block assignments shall select one (1) set of the same posted assignment for two
18 (2) consecutive days, a different set of the same posted assignment for another two (2) consecutive
19 days, and a third posted assignment for a single day. Supervisors' selection of blocks may require
20 inclusion of a one (1) day floating assignment. Should either party be adversely affected by this
21 Paragraph, METRO and the UNION agree to meet and negotiate necessary changes.

22 **SECTION 5 – MOVE-UPS**

23 A. When a vacancy occurs during a shake-up in any Supervisor classification, a
24 seniority move-up will be held within fourteen (14) days if METRO elects to fill the vacant shift. If
25 there is a remaining vacancy in the Tunnel Controller or Communications Coordinator classifications
26 not filled by a move-up, METRO may fill the vacancy with the lowest seniority Supervisor who is
27 qualified in the classification. Once a Supervisor is forced into the classification because of the
28 language of this Paragraph, shifts will be picked by seniority starting with the forced Supervisor.

1 **B.** Move-ups may not be requested within eight (8) weeks of the effective date of a
2 shake-up.

3 **SECTION 6 – WORK ASSIGNMENTS**

4 **A.** All job classifications except for Supervisor-in-Training and Schedule Maker shall
5 have regular shifts and relief shifts. All shifts will be available for pick according to the pick
6 guidelines.

7 **B.** All shifts in the classification of Schedule Maker, Transit Instructor and Tunnel
8 Controller shall be completed within a continuous eight (8) hour period, unless the shift is designated
9 for an unpaid thirty (30) minute lunch break.

10 **C.** All Base Dispatcher/Planner shifts shall be straight through. Communications
11 Coordinator assignments shall have no more than one (1) split shift. Service Supervisor assignments
12 shall be guaranteed eighty percent (80%) straight-through on weekdays and one hundred percent
13 (100%) straight-through on nights, weekends and holidays when Sunday schedules are operating. A
14 night shift shall be defined to be any shift completed after 8:00 p.m. Relief Supervisors in the Service
15 Quality Section shall be guaranteed seventy percent (70%) straight-through shifts on weekdays,
16 unless waived by the Relief Supervisor, and one hundred percent (100%) straight-through on nights,
17 weekends and holidays when Sunday schedules are operating. All Relief Supervisors may be
18 assigned temporary split assignments of not longer than two (2) weeks in length if they so desire.

19 **D.** Regular shifts shall consist of five (5) consecutive days of work within a specific
20 classification in a workweek, with each workday guaranteed eight (8) hours. Regular shift RDOs
21 shall be two (2) consecutive days. All regular shifts in the classifications of Service Supervisor, Base
22 Dispatcher/Planner, Tunnel Controller, and Communications Coordinator will be assigned in their
23 entirety unless otherwise approved by the section manager.

24 **E.** Relief shifts will be guaranteed forty (40) hours of work per work-week, with an
25 eight (8) hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day
26 of each pay period for the following pay period. There will be two (2) consecutive RDOs for each
27 forty (40) hour week, except for Relief Supervisors with Friday and Saturday RDO combinations
28 switching to another RDO combination or vice versa. RDOs will not be changed or cancelled

1 without the consent of the affected Supervisor, except in an emergency. The RDOs for Relief
2 Supervisors may change each pay 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 shifts and available RDOs, by seniority.
5 Assignments with four (4) or five (5) days of the same shift number available in one (1) 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 fifty-four (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. Scheduled Transit Instructor work will be selected by seniority by qualified Transit
12 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested
13 change is approved by the unit supervisor. Metro may modify an Instructor's work assignments to
14 meet training needs.

15 H. All Supervisors shall have at least fifty-four (54) hours off for their two (2)
16 consecutive RDOs.

17 I. METRO will determine the number of relief shifts in each classification, but the
18 number of relief shifts in each Supervisor classification will not exceed one-third (1/3) of the total of
19 all shifts in that classification; however, not less than three (3) at METRO's option.

20 J. METRO agrees to assign all special assignments, tasks and projects by giving equal
21 consideration to the Supervisor's education, ability, and experience as it applies to each assignment.
22 Special assignments, tasks and projects will be posted for regular Supervisors to apply for and
23 selection shall be based on the above criteria if the special assignment, task or project is to exist for
24 thirty (30) days or more. If the special assignment, task or project is in excess of ninety (90) days, the
25 special assignment, task or project will be rotated among those Supervisors who applied and who
26 meet the above criteria, provided the rotation does not result in project delay. METRO also
27 recognizes the need for ongoing optional training programs which will allow Supervisors to become
28 better qualified for their present work assignments or for advancement.

1 K. Any work that has been historically or traditionally performed by Supervisors will
2 not be performed by any other Employee or individual.

3 L. Relief Supervisors picking the Tunnel Controller classification who are qualified
4 as Communications Coordinators may be assigned a Communications Coordinator assignment only
5 after all available Coordinators have been offered the work, including Coordinators available for
6 overtime. Relief Supervisors picking the Communications Coordinator classification, who are
7 qualified as Tunnel Controllers, may be assigned a Tunnel Controller assignment only after all
8 available Tunnel Controllers have been offered the work, including Tunnel Controllers available for
9 overtime.

10 SECTION 7 – SPECIAL ALLOWANCES

11 A. Spread time pay, at one-half (1/2) pay, will be awarded after ten and one-half (10-
12 1/2) hours within one (1) workday, providing that premium time is not already being paid, in which
13 case spread time will be reduced by the exact amount of premium time. Twelve (12) hours will be
14 the limit for any spread assignment.

15 B. Any Supervisor working in the Communications Coordinator or Tunnel Controller
16 classification will receive a five percent (5%) differential added to his/her wage rate for all time
17 worked in that classification.

18 C. A Supervisor shall receive two (2) hours straight-time pay for each shift during
19 which he/she instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or
20 retraining for which METRO requires a written evaluation. This pay will be contingent on the
21 completion of an evaluation of the trainee's performance.

22 SECTION 8 – OVERTIME

23 A. All hours worked in excess of eight (8) hours on a regular workday shall be paid at
24 the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of pay for actual
25 hours worked.

26 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
27 pay of four (4) hours. No Supervisor will be required to work on his/her RDO except in an extreme
28 emergency.

1 C. Overtime will be assigned according to the following.

2 1. Within each classification, available overtime will be assigned to

3 Supervisors on a rotational basis consistent with submitted pick options. Each classification will
4 develop and use mutually agreed upon guidelines for the assignment of overtime. If Supervisors are
5 not available within such classification, then other qualified Supervisors from other classifications
6 may be offered the overtime. When all or part of a shift becomes available at overtime within twelve
7 (12) hours or less, it will first be offered to the Supervisor who is working the prior shift and then to
8 the Supervisor making the relief.

9 2. All overtime hours distributed, regardless of classification, will be tracked
10 and posted at the end of each week.

11 3. A formal review of the overtime process will be scheduled for eighteen (18)
12 months following the date of implementation of the new overtime assignment process. Both parties
13 agree to attempt to resolve any issues. During this formal review process, if either party desires the
14 services of a mediator, one will be obtained. If, after six (6) months, the parties are unable to resolve
15 the issues, either party can terminate the overtime assignment process and the distribution of
16 Supervisor overtime will be done according to the language in the 1995-1998 labor agreement.

17 D. Posted special event assignments will be available for pick by those Supervisors
18 selecting Service Quality. These assignments will be known as future overtime and will be credited
19 to the Supervisor in advance and combined with hours actually worked.

20 **SECTION 9 – VACATION SELECTION**

21 The selection of vacation will follow those guidelines set for vacation selection and accrual in
22 Article 9 with the following exceptions:

23 A. At the spring pick, Supervisors will select vacations in order of Supervisor
24 seniority in each classification. After all first choices are filled by seniority, second, third, fourth, and
25 fifth choices will be selected in that order by seniority within each classification. Appropriately
26 accrued vacation will be used in the selection of these periods.

27 B. At the fall pick, if a Supervisor picks into a classification, as set forth in Section 1,
28 other than the one for which he/she has selected his/her fall vacation, and his/her fall vacation period

1 is full in the newly picked classification, he/she may not bump a person with lower seniority who has
2 already selected that period in that classification. Such Supervisor will select another vacation period
3 from the remaining periods in the new classification. Appropriately accrued vacation will be used in
4 the selection periods.

5 C. The number of Supervisors who may be on vacation in each classification during
6 the same period shall not exceed thirty percent (30%) of the number of Supervisors in that
7 classification. Qualified Relief Supervisors and/or one-third (1/3) of all Instructors may be required
8 to work in other classifications to fill vacation reliefs, by inverse seniority.

9 D. A Supervisor may use his/her current vacation accrual in single day increments
10 with the approval of his/her immediate supervisor.

11 **SECTION 10 – SPECIAL BENEFITS**

12 A. All conditions concerning sick leave stipulated in Article 11, Section 1, Paragraph
13 B shall apply to Supervisors with the following exception: The phrase “two (2) working days” is
14 changed to “three (3) working days”. Supervisors shall participate in the one (1) year trial period in
15 Article 11, Section 1, Paragraph C.

16 B. Upon the approval of the work unit or base supervisor, at least one (1) Supervisor
17 per day in each work unit or base shall be allowed to use a personal holiday.

18 C. Annually, on the fourth Monday in January, a uniform voucher in the amount of
19 three hundred dollars (\$300) or twenty percent (20%) more than that of a Transit Operator, whichever
20 is greater, will be available for each Supervisor. The maximum allowance which may be accrued is
21 four hundred fifty dollars (\$450). The uniform voucher may be used only to purchase authorized
22 uniform items. When a Supervisor needs to replace his/her all-weather parka or jacket due to normal
23 wear and tear, METRO will issue a voucher for its replacement.

24 1. A Supervisors Uniform Committee shall be appointed to maintain or
25 modify all Supervisors' clothing and appearance standards.

26 2. A SIT, upon date of hire, will receive a voucher for four (4) pair of uniform
27 trousers, five (5) uniform shirts or blouses, one (1) sweater vest or thinsulate vest, and one (1) all-
28 season parka or jacket. After one (1) year as an SIT, the uniform allowance in the form of a voucher

1 shall be available on the fourth Monday in January.

2 3. All necessary foul weather gear will be provided by METRO.

3 **SECTION 11 – GENERAL**

4 A. All Supervisors working in the classifications of Transit Instructor,
5 Communications Coordinator, Service Supervisor, Tunnel Controller, and Supervisor-in-Training
6 will receive orientation or training on all coach or coach-related equipment within ninety (90) days of
7 its use in service. Those Supervisors who are directly involved in the Operation/Service of the
8 special equipment, such as Waterfront Streetcar, will receive orientation or training on such
9 equipment.

10 B. All Supervisors will be trained in first aid and cardiopulmonary resuscitation by an
11 accredited instructor. Training will be paid at the applicable rate of pay.

12 C. METRO and the UNION will establish a Supervisors Advisory Committee for the
13 purpose of exploring and responding to issues of mutual concern to METRO and the Supervisors.

14 D. METRO and the Supervisors will develop a complete written description of the
15 duties and responsibilities of each shift, to be made available at each pick.

16 E. For all classifications as set forth in Section 1: METRO will determine the number
17 of Supervisors allowed to have time off through layoff book procedures and will accommodate
18 Supervisor requests consistent with daily manpower requirements. Requests for AC days may not be
19 entered into the layoff book more than one (1) calendar month in advance of the day(s) off desired.

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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 Technician
7 • Transit Schedule Planner

8 **SECTION 2 – GENERAL CONDITIONS**

9 A. Senior Schedule Planners Transit Information Planners and OSS Coordinators will
10 be FLSA-exempt Employees who may work flexible schedules. An Employee may work an
11 alternative work schedule, which may include but is not limited to; 4/40, flexible work hours,
12 compressed work week, telecommuting and/or job share arrangements upon approval of his/her
13 supervisor.

14 B. When there is a regular vacancy in the Senior Schedule Planner classification, it
15 will be filled by a Supervisor. King County Metro Transit will use a merit based selection process to
16 determine the most qualified individual to fill the vacancy. In the event that no Supervisor applies
17 during a recruitment to fill a regular vacancy, King County Metro Transit may then recruit for and
18 select from other qualified candidates.

19 C. At every regular Supervisor pick, one Senior Schedule Planner position will be
20 used for Supervisor training. Metro will solicit letters of interest from Supervisors to temporarily fill
21 this Senior Schedule Planner position. The Senior Planner position is intended to provide
22 Supervisors with training opportunities in the Schedule Unit. If there are multiple candidates for this
23 training position, Metro will make a selection using a merit based selection process. If there are no
24 applicants for this training position, the position will be filled as a Schedule Maker position, in
25 accordance with Supervisor pick guidelines.

26 1. In order to provide for an orderly transition, there will be a brief period of
27 overlap between the Supervisor completing his/her training period and the next Supervisor selected to
28 begin his/her training, in order for the new trainee to become qualified.

1 D. When there is a vacancy in the OSS Coordinator classification it will be filled first
2 from qualified applicants represented by the UNION. In the event there are no qualified applicants,
3 Metro may hire other qualified candidates.

4 E. When an OSS Coordinator is required to work on a holiday, he/she will have
5 another day off with pay on a day mutually agreed to by the Employee and his/her supervisor.
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1 **ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS**

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2 **SECTION 1 – DEFINITION OF EMPLOYEES**

3 A. Employees in the classification of Waterfront Streetcar Conductor (Conductors)
4 shall be covered by the provisions of this Article.

5 B. Full-Time Conductors will be guaranteed eight (8) hours pay per day for five (5)
6 consecutive days and shall have two (2) consecutive RDOs, except when a shake-up makes this
7 impossible.

8 C. Part-Time Conductors will pick a minimum of fifteen (15) hours per week and
9 shall have two (2) consecutive RDOs, except when a shake-up makes this impossible.

10 D. On-Call Conductors are not regularly assigned, except as outlined in this Article.

11 **SECTION 2 – GENERAL CONDITIONS**

12 A. A Conductor required to report at an operating base will receive ten (10) minutes
13 report time and appropriate travel time to his/her work location.

14 B. No Full-Time Conductor hired prior to November 1, 1998, will be required to work
15 split shifts. Split shifts for Conductors will be completed within a maximum spread of twelve and
16 one-half (12-1/2) hours, and will be paid at a rate equivalent to the overtime rate for spread time in
17 excess of ten and one-half (10-1/2) hours.

18 C. A Conductor shall receive two and one-half (2-1/2) hours minimum straight-time
19 pay when reporting for an assignment.

20 D. METRO will provide first aid and CPR training to all Conductors annually.
21 Training will be paid at the appropriate rate.

22 E. A Conductor shall receive one (1) hour of pay at his/her regular straight-time rate
23 for each day spent instructing a student.

24 F. Each Conductor will have at least eight (8) hours off between consecutive days'
25 assignments.

26 **SECTION 3 – PICKS**

27 A. METRO will determine the work, possible RDO combinations and the location
28 from which assignments will originate. Whenever a significant change in service occurs, METRO

1 shall conduct a pick for the purpose of allowing Full-Time and Part-Time Conductors to select from
2 among available assignments and RDOs. A significant change in service is defined as a change of
3 thirty (30) minutes or more in either the start or quit time of a picked assignment, and/or the addition
4 or reduction of picked assignments. In no event shall there be less than three (3) picks each year.

5 B. A list of the available regular assignments shall be posted at least five (5) calendar
6 days before they are put into effect. Each Conductor may report to the pick location at his/her
7 scheduled time to select, by seniority, from the available assignments. A Full-Time Conductor may
8 pick only full-time work. A UNION representative shall be present at the pick.

9 C. Each Full-Time Conductor shall select his/her shift and RDOs by full-time
10 seniority.

11 D. A Conductor who is unable to attend the pick may leave an absentee pick form
12 with the UNION, indicating his/her work preferences. Failure to do so will result in the UNION
13 representative picking an assignment for the Employee. The UNION representative shall select an
14 assignment, which is comparable to the assignment he/she is working presently. Selections made by
15 the UNION will not be subject to the grievance/arbitration procedure.

16 E. An Employee shall not be compensated for time spent in the pick, unless it is
17 during his/her regular work hours.

18 **SECTION 4 – VACATION SELECTION**

19 Conductors shall be covered by the vacation provisions of Article 9. Conductors shall take
20 vacation in minimum increments of one (1) day. Vacations will be selected by seniority.

21 **SECTION 5 – OVERTIME AND ASSIGNMENTS**

22 A. Any daily assignment in excess of eight (8) hours shall be paid at the overtime rate
23 of one and one-half (1-1/2) times the existing straight-time rate of pay. All time worked in excess of
24 forty (40) straight-time hours in a workweek shall be paid at the overtime rate.

25 B. Open straight-time work will be offered first to On-Call Conductors, by rotation,
26 and then to Part-Time Conductors, by seniority. Remaining work will be offered at the overtime rate.

27 C. Work available at the overtime rate will be offered, by seniority, first to Full-Time
28 Conductors, then to Part-Time Conductors, and then to On-Call Conductors.

1 D. When a shift cannot be assigned at overtime due to an eight (8) hours off
2 restriction, METRO will attempt to split the assignment, offering each portion according to
3 Paragraphs B and C, as appropriate.

4 **SECTION 6 – UNIFORMS**

5 A. METRO shall provide the same uniform allowance to all Full-Time and Part-Time
6 Conductors that is provided to Transit Operators as outlined in Article 15, Section 13.

7 B. New hire Conductors who successfully complete training shall be issued four (4)
8 shirts, three (3) pairs of pants/shorts, one (1) sweater, and one (1) parka.

9 C. After an On-Call Conductor is provided with his/her initial uniform and before
10 he/she becomes eligible for an annual allowance, METRO will replace uniform items which show
11 damage or ordinary wear.

12 D. Each Conductor shall be provided with a Conductor hat.

13 **SECTION 7 – BENEFITS**

14 Part-Time and On-Call Conductors shall receive all benefits and be subject to the provisions
15 and conditions outlined in this AGREEMENT, which apply to Part-Time Transit Operators.

16 **SECTION 8 – FULL-TIME CONDUCTOR VACANCIES**

17 All future vacancies for full-time positions will be offered to qualified Employees who are
18 Part-Time or On-Call Conductors. Seniority shall determine the order of selection.

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1 **ARTICLE 25: 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 (6) months. However, Temporary Employees may be used for a maximum period of twelve (12)
5 months on a special project, or for a longer period, if agreed to by the UNION, when the special
6 project extends beyond twelve (12) months.

7 **SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE**

8 A full-time Temporary Employee who is selected by METRO for a permanent position in the
9 same classification shall serve a six (6) month probationary period; however, if the Employee has
10 ninety (90) or more days of continuous temporary employment in the classification at the time of
11 selection, the probationary period shall be reduced to three (3) months.

12 **SECTION 3 – WAGES AND BENEFITS**

13 A. A Temporary Employee shall be paid for actual hours worked at the current rate in effect
14 for his/her classification and length of service. Such Employee is eligible for overtime pay after
15 working more than eight (8) hours in one (1) day, forty (40) straight-time hours in one (1) workweek
16 and/or for hours worked on holidays.

17 B. The employment period will count for pay purposes and the service will count for
18 seniority accrual and continuous service credit only during a single period of temporary employment;
19 provided, however, when a Temporary Employee is laid off by METRO and rehired as a permanent
20 Employee within thirty (30) days, the prior service shall be credited as continuous service for
21 purposes of pay only. Any Employee who voluntarily resigns or is discharged will not be eligible for
22 prior service credit for purposes of pay or benefits if rehired as a permanent or Temporary Employee.

23 C. A Temporary Employee with less than ninety (90) days of service is not eligible for any
24 Employee benefits.

25 D. A Temporary Employee who is employed for ninety (90) days or longer continuous
26 service and who works full-time shall be eligible, beginning the first of the month following the
27 ninety (90) day anniversary, for medical, dental, and optical benefits, sick leave, holidays, and
28 vacation.

1 ARTICLE 26: 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*

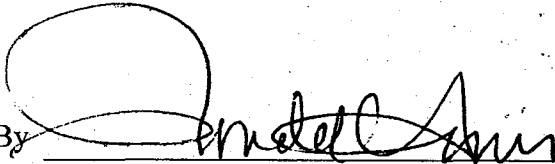
8 Should any provision of this AGREEMENT be rendered or declared invalid because of any
9 existing or subsequent legislation or by any court decision, the remaining provisions of this
10 AGREEMENT shall continue in full force and effect. Both parties agree to immediately attempt to
11 renegotiate such invalidated provisions to comply with the law.

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1 ARTICLE 27: TERM OF AGREEMENT

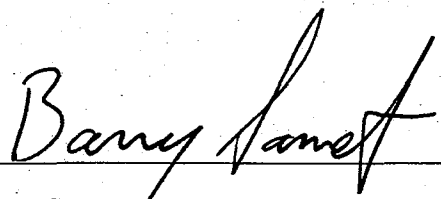
2 This AGREEMENT shall become effective November 1, 1998, and shall remain in full force
3 and effect until October 31, 2001. Not later than August 1, 2001, either party wishing to modify the
4 terms of this AGREEMENT shall notify the other party in writing setting forth their proposal for
5 modification.

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8 APPROVED this 1 day of October, 1999

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12 By 
13 King County Executive

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20 AMALGAMATED TRANSIT UNION

21 LOCAL 587

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25
26 Barry Samet
27 President/Business Representative
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13656

EXHIBIT A - JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

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TITLE

11/1/98

Operators

Transit Operator	\$19.51
Full-Time Transit Operator Trainee (50% of Top Step Transit Operator Wage)	\$ 9.76

Vehicle Maintenance

Assistant Utility Service Worker (80% of Utility Service Worker Wage)	\$11.70
Electronic Technician	\$22.32
Equipment Dispatcher	\$19.29
Equipment Painter	\$22.32
Equipment Service Worker	\$18.12
Lead Electronic Technician	\$24.55
Lead Equipment Painter	\$24.55
Lead Equipment Service Worker	\$19.93
Lead Maintenance Machinist	\$24.55
Lead Mechanic	\$24.55
Lead Sheet Metal Worker	\$24.55
Lead Transit Parts Specialist	\$20.75
Lead Vehicle Upholsterer	\$24.55
Maintenance Machinist	\$22.32
Mechanic	\$22.32
Mechanic Apprentice (Step C of Mechanic Wage)	\$20.09
Metal Constructor	\$22.32
Millwright	\$22.32
Paint Preparation Technician (85% of Painter wage)	\$18.97
Purchasing Specialist	\$19.49
Radiator Repair Worker	\$22.32
Senior Stores Clerk	\$17.04
Sheet Metal Worker	\$22.32
Stores Clerk	\$15.20
Stores Driver	\$17.06

	TITLE	11/1/98
1		
2	Transit Parts Specialist	\$18.86
3	Component Supply Center Intermediate Clerk	\$15.20
4	Utility Service Worker	\$14.62
5	Utility Service Worker (Driver - \$0.70 over USW Wage)	\$15.32
6	Vehicle Damage Estimator (10% above Sheet Metal Worker Wage)	\$24.55
7	Vehicle Maintenance Intermediate Clerk	\$15.20
8	Vehicle Upholsterer	\$22.32
9	Facilities Maintenance	
10	Building Operating Engineer	\$22.32
11	Carpenter	\$22.32
12	Carpenter Trainee	\$17.59
13	Equipment Operator	\$19.56
14	Facilities Intermediate Clerk	\$15.20
15	Facilities Maintenance Trainee	\$17.59
16	Facilities Maintenance Worker	\$14.18
17	Grounds Specialist	\$18.88
18	Lead Shop Custodian	\$17.53
19	Maintenance Constructor	\$22.32
20	Maintenance Painter	\$22.32
21	Radio Equipment Specialist	\$22.49
22	Maintenance Laborer Signage Specialist	\$17.28
23	Transit Custodian I	\$14.47
24	Transit Custodian II	\$15.94
25	Utility Laborer	\$16.88
26	Revenue Coordinators	
27	Revenue Coordinator	\$20.04
28	Special Classifications	
29	Accounting Technician I	\$15.33
30	Accounting Technician II	\$17.40
31	Clerk I	\$12.52
32	Clerk II	\$13.62

	TITLE	11/1/98
1		
2	Clerk Typist II	\$13.62
3	Customer Assistance Representative	\$15.74
4	Duplicating Equipment Operator	\$18.21
5	Information Distributor	\$16.16
6	Intermediate Clerk	\$15.20
7	Offset Press Operator	\$18.86
8	Security Liaison	\$23.98
9	Senior Accounting Representative	\$17.40
10	Senior Clerk	\$17.04
11	Senior Customer Assistance Representative	\$17.28
12	Supply Distributor	\$13.69
13	Transfer Room/Warehouse Worker	\$18.86
14	Rider Information Specialists	
15	Rider Information Specialist	\$15.74
16	Senior Rider Information Specialist	\$17.28
17	Supervisors	
18	Base Dispatcher/Planner	\$24.58
19	Communications Coordinator	\$25.81
20	Schedule Maker	\$24.58
21	Service Supervisor	\$24.58
22	Supervisor-in-Training (85% of Supervisor wage)	\$20.89
23	Transit Instructor	\$24.58
24	Tunnel Controller	\$25.81
25	Schedule Section and OSS Coordinators	
26	OSS Coordinator	\$29.33
27	Scheduling Technician	\$17.91
28	Senior Schedule Planner	\$29.33
29	Transit Information Planner	\$25.28
30	Transit Schedule Planner	\$25.26
31	Conductors	
32	Waterfront Streetcar Conductor	\$15.74

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 8380
Olympia, WA 98504-8380
(360) 753-5283

City Retirement Office
801 Third Avenue, Suite 300
Seattle, WA 98104
(206) 386-1292

19 policies of insurance issued to himself or herself, or spouse, accounts in banks, savings and
20 loan associations or credit unions, are not to be considered financial interest; and

21 ~~— C. Every office or directorship held by the employee, or his or her immediate family
22 in any person or other governmental entity doing business in King County; and~~

23 ~~— D. A list by legal description or popular address of all real property owned in King
24 County by the employee, or his or her immediate family, including options to buy if the
25 property is valued in excess of one thousand five hundred dollars; and~~

26 ~~— E. All real property located in King County, divested by the employee or his or her
27 immediate family during the reporting year, the value of which exceeds one thousand five
28 hundred dollars; and~~

29 ~~— F. With respect to attorneys or others practicing before state and local regulatory
30 agencies during the preceding twelve month period, the name, the agency or agencies and
31 the name of the person of which the individual is a member, partner or employee and the
32 gross compensation in excess of one thousand five hundred dollars received by the attorney
33 and the person respectively for such practice before such regulatory agency; and~~

34 G) A. All candidates for county elective office ((as defined in RCW 42.17.020 as
35 amended)), except for judicial candidates, and nominees for appointment to county boards
36 and commissions, within two weeks of becoming a candidate or nominee, ((as defined by
37 RCW 42.17.020,)) and all elected officials who are defined as county employees under
38 K.C.C. 3.04.017, paid in whole or in part by county funds shall file with the division of
39 records and elections a code of ethics statement of financial and other interests as defined in
40 this section ((statement, which includes subsections A. through F. above)). These
41 requirements may be satisfied by filing with the division of records and elections a copy of

42 the report required to be filed by RCW 42.17.240 (~~commonly referred to as Form F-1~~), if
43 this (~~form~~) report contains an original signature of the person filing the report. The
44 division of records and elections shall forward a copy of such statements, reports and forms
45 to the board of ethics within 10 days of their receipt.

46 ((H) B. Within ten days of employment or appointment and on or before April 15
47 of each year thereafter, the following employees shall file a written statement of financial
48 and other interests, as defined in this section, with the board of ethics: all employees
49 appointed by the county executive; all employees appointed by the deputy county
50 executive or department directors and who are subject to the approval of the county
51 executive; all employees of the council; and such additional employees as may be
52 determined in accordance with criteria adopted by the board of ethics under subsection C
53 of this section.

54 C. The board of ethics shall adopt by rule criteria for determining which employees,
55 in addition to those designated in subsection B of this section, are required to complete and
56 file statements of financial and other interests. The criteria must consider the association
57 between the duties and responsibilities of employees and the conflict of interest provisions
58 in K.C.C. 3.04.030.

59 D. The statement of financial and other interests required to be filed under this
60 section must include the following information of which the employee has, or reasonably
61 should have, knowledge for the reporting year:

62 1. Compensation, gifts and things of value:

63 a. the name of each person engaged in a transaction, as defined by K.C.C.
64 3.04.017F, with King County in which the employee may participate or has responsibility

65 for, from whom the employee or a member of the employee's immediate family received
66 any compensation, gift or thing of value; and

67 b. the name of the individual who received the compensation, gift or thing of
68 value and the individual's relationship to the employee;

69 2. Financial interests:

70 a. the name of each person engaged in a transaction, as defined by K.C.C.
71 3.04.017F, with King County in which the employee may participate or has responsibility
72 for, in whom the employee or a member of the employee's immediate family possessed a
73 financial interest; and

74 b. the name of the individual who possessed the financial interest and the
75 individual's relationship to the employee;

76 3. Positions:

77 a. the name of each person engaged in a transaction, as defined by K.C.C.
78 3.04.017F, with King County in which the employee may participate or has responsibility
79 for, with whom the employee or a member of the employee's immediate family held a
80 position;

81 b. the name of the individual who held the position and the individual's
82 relationship to the employee; and

83 c. the title of the position; and

84 4. Real property:

85 a. real property, listed by street address, assessor parcel number or legal
86 description that was either involved in or the subject of an action by King County, in which