



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19668

Proposed No. 2023-0297.2

Sponsors Dembowski

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Amalgamated Transit Union, Local 587 (Metro
4 transit department) representing employees in the Metro
5 transit department; and establishing the effective date of the
6 agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and Amalgamated Transit Union, Local 587 (Metro transit department)
10 representing employees in the Metro transit department, which are Attachments A
11 through F to this ordinance, is hereby approved and adopted by this reference made a part
12 hereof.


Ordinance 19668

13 SECTION 2. Terms and conditions of the agreement shall be effective from
14 November 1, 2022, through and including October 31, 2025.


Ordinance 19668 was introduced on 9/5/2023 and passed as amended by the Metropolitan King County Council on 9/12/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this _____ day of 9/21/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Agreement Between Amalgamated Transit Union, Local 587 and King County Metro Transit, B. Exhibit D - Terms and Conditions of Employment for Rail Employees, C. MOA By and Between King County And Amalgamated Transit Union, Local 587, Compensation Settlement for Implementation of 2022-2025 CBA, D. MOA By and Between King County And Amalgamated Transit Union, Local 587, Appreciation Bonus, Current Employee Retention Bonus, and Critical Staffing Recruitment-Retention Bonus for the 2022-2025 CBA, E. MOA By and Between King County And Amalgamated Transit Union, Local 587, Recruitment Trade Position Struggles and Link Light Rail Outsourcing Agreement for the 2022-2025 CBA, F. MOA By and Between King County And Amalgamated Transit Union, Local 587, Part-Time Operator Benefits Eligibility

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

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AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY DEPARTMENT OF METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, AFL-CIO representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION” for the mutual understanding of the parties as to wages, hours and other working conditions of employment of those Employees for whom THE COUNTY has recognized the UNION as exclusive collective bargaining representative. When the term “PARTIES” is used herein, it refers to METRO and the UNION. When the term “AGREEMENT” is used herein, it refers to this collective bargaining agreement, not including Exhibit D.

PREAMBLE

The purpose of this AGREEMENT is in the mutual interest of METRO and of the Employees, to provide for the operation of the services of METRO under methods which will further, and improve, working understanding between METRO and the Employees represented by the UNION. In order to best serve the public interest, the PARTIES agree to provide safe transportation operations in an efficient, reliable and convenient service. In the spirit of cooperation, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a qualified and responsible workforce. The PARTIES are committed to proper training and safety of all Employees and to cooperate fully for the advancement of that purpose. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the PARTIES recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to Employee discipline. To that end, the PARTIES have set forth in Article 4, Section 3, specific major infractions which will result in discharge or, under certain circumstances,

1 suspension.

2 **DEFINITIONS**

3 The term “negotiate”, as used in this AGREEMENT, shall mean the duty to meet upon
4 request and negotiate with an intention of arriving at an agreement. Unless specifically stated, the
5 use of this term does not require that the issue be submitted to arbitration if no agreement is reached.

6 The term “extreme emergency”, as used in this AGREEMENT, shall mean a circumstance
7 which is beyond the control of METRO, such as an act of nature.

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

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

16 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
17 married, single, separated, divorced or widowed as defined in Revised Code of Washington (RCW)
18 49.60.040.

19 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time that
20 starts with the pay period that follows the pay period that includes December 31 and ends with the
21 pay period that includes December 31.

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

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

26 The term “domestic partner” shall mean two persons who meet the requirements for a valid
27 state registered domestic partnership established by RCW 26.60.030. To enter into a state registered
28 domestic partnership, the two persons involved must meet the following requirements:

- 1 1. Both persons share a common residence;
- 2 2. Both persons are at least eighteen years of age and at least one of the persons is
- 3 sixty-two years of age or older;
- 4 3. Neither person is married to anyone else, or in a state registered domestic
- 5 partnership with any other person;
- 6 4. Both persons are capable of consenting to the domestic partnership; and
- 7 5. Both persons are not of any relation to each other nearer than second cousin and
- 8 neither partner is a sibling, child, grandchild, aunt, uncle, niece or nephew to the other.

9 **CONVENTIONS**

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

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

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

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

19 The abbreviation “RDO” stands for regular day off.

20 The term “RAIL” shall refer to the Rail Division of METRO as created to operate Light Rail
21 and Streetcar service.

22 The abbreviation “FTO” stands for Full-Time Bus Transit Operator.

23 The abbreviation “PTO” stands for Part-Time Bus Transit Operator.

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

25 ***SECTION 1.1 – SOLE BARGAINING AGENT***

26 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
27 working in the job classifications listed in Articles 15 through 26 and Exhibit A. Current or future
28 Employees assigned to perform work which historically or traditionally has been UNION work at

1 METRO or its successors, or which is agreed or legally determined, pursuant to RCW 41.56, to be
2 UNION work, also shall be covered by the terms of this AGREEMENT.

3 **B.** The PARTIES agree that no Employee shall be discriminated against because of
4 UNION membership or non-membership.

5 **C.** METRO will notify the UNION of any change in any existing UNION job
6 description prior to the implementation of the change. METRO will notify the UNION of any newly
7 created job classification within the bargaining unit. If either party requests, the PARTIES will meet
8 and/or discuss whether it is appropriate to include the new job classification into the bargaining unit.
9 If the PARTIES disagree about the positions, the matter may be referred to the Public Employment
10 Relations Commission pursuant to RCW 41.56.

11 ***SECTION 1.2 – UNION MEMBERSHIP***

12 **A.** All Employees covered under the terms of this AGREEMENT may voluntarily
13 join the UNION. METRO, including its directors, managers and supervisors, shall remain neutral on
14 the issue of whether any Employee should join the UNION or otherwise participate in UNION
15 activities.

16 **B.** Upon a written authorization by an individual Employee, METRO shall deduct
17 from the pay of such Employee the amount of dues, fees, and assessments, including COPE (or
18 similar funds), as certified by the UNION, and remit such amount to the UNION. METRO shall
19 honor the terms and conditions of each Employee’s written payroll deduction authorization(s). If the
20 UNION makes a material modification to its current payroll deduction authorization card, the
21 UNION agrees to provide METRO with the new card at least 30 calendar days prior to its use. Upon
22 request, the UNION shall meet with METRO, no less than 14 calendar days prior to the use of the
23 new card, to discuss any objections to the payroll deduction authorization card that METRO may
24 have.

25 **C.** The UNION shall transmit to METRO in writing, by the cutoff date for each
26 payroll period, the name(s) of the Employee(s), as well as their County PeopleSoft identification
27 number(s), who have, since the previous payroll cutoff date, provided the UNION with a written
28 authorization for payroll deductions, or have changed their prior written authorization for payroll

1 deductions.

2 **D.** Any Employee may revoke a written authorization for payroll deductions by
3 written notice to the UNION in accordance with the terms and conditions of the written authorization.
4 Every effort will be made to end the payroll deductions effective on the first payroll period, and not
5 later than the second payroll period, after METRO receives written confirmation from the UNION
6 that the terms for revocation of the Employee's authorization regarding payroll deduction have been
7 met. METRO will refer all Employee inquiries regarding the UNION's revocation process to the
8 UNION. METRO may answer any Employee inquiry about process or timing of payroll deductions.

9 **E.** The UNION shall indemnify, defend, and hold METRO harmless against any
10 claims made and any suit instituted against METRO as a result of payroll deductions from Employees
11 for UNION dues, fees, and assessments provided such deductions were made in accordance with
12 METRO's good-faith reliance on the terms of a written payroll deduction authorization and at the
13 direction of the UNION. If requested by the UNION in writing, METRO will surrender any such
14 claim, demand, suit or other form of liability to the UNION for defense and resolution.

15 ***SECTION 1.3 – LIST OF NEW OR TERMINATING EMPLOYEES***

16 The Department of Human Resources shall furnish the UNION with a list of new and/or
17 terminating Employees within approximately five (5) working days of an Employee's date of hire or
18 separation.

19 ***SECTION 1.4 – UNION ACCESS***

20 METRO shall provide the UNION with access to its facilities for the purpose of presenting
21 membership information to new Employees, consistent with the requirements of RCW 41.56.037.
22 Duly authorized UNION officials shall be allowed to engage in membership outreach activities on
23 METRO's property, provided the UNION officials do not interfere with the business of METRO. If
24 either PARTY has concerns about access to the property, a UNION official's conduct or attire, or
25 METRO's responses to the UNION official's presence, they will notify the PARTY's upper
26 leadership and they will take immediate action to address the concerns.

27 ***SECTION 1.5 – UNION INSIGNIA***

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

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

3 ***SECTION 1.6 – MANAGEMENT RIGHTS***

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

9 ***SECTION 1.7 – UNION BULLETIN BOARDS***

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

19 ***SECTION 1.8 – JOINT LEADERSHIP LABOR-MANAGEMENT RELATIONS***

20 ***COMMITTEE***

21 A. The PARTIES agree to maintain a committee to be known as the “Labor-
22 Management Relations Committee (LMRC)”, which may be a joint meeting with the Rail Division.
23 This committee shall be scheduled to meet monthly for the purpose of discussing, approving, and/or
24 proposing resolutions to:

25 1. Issues or problems of METRO policy which affect the UNION and which
26 either PARTY requests be placed on the agenda.

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

1 3. Reports from section level labor-management committees.

2 4. Other matters of mutual concern.

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

6 ***SECTION 1.9 – JOINT SAFETY AND HEALTH COMMITTEE***

7 The Joint Safety and Health Committee, which may be a joint meeting with Rail Division,
8 shall meet once a month or more frequently when requested by either the UNION or METRO. The
9 committee shall consist of three members appointed by METRO and three members appointed by the
10 UNION. Duties of the committee shall be restricted to discussing safety goals and making
11 recommendations to help METRO improve safety standards for all METRO job classifications.

12 METRO and the UNION are committed to providing a safe workplace and wish to increase
13 communication about safety concerns to Employees through their UNION. The commitment will
14 foster a voluntary, cooperative, safe environment for the reporting of employee safety concerns. This
15 information will be used to create recommendations to solve safety issues in a reasonably timely
16 manner. METRO and the UNION shall convene a special work group to assess the UNION's
17 concerns about METRO's compliance with safety laws and regulations, when a need is established
18 by mutual agreement. The special work group shall consist of two members appointed by METRO
19 and two members appointed by the UNION. The work group shall: 1) review METRO's compliance
20 with safety laws and regulations; 2) make recommendations, as appropriate, for changing workplace
21 processes and procedures; 3) assess what training may be required by law; 4) assess whether
22 METRO's staff is conducting sufficient investigations into workplace accidents and assess what
23 training may be required relating to investigations; and 5) make recommendations about how to
24 enforce safety rules in the workplace.

25 The committee shall work on the following issues:

- 26 1. The PARTIES shall include health as a focus of the committee.
27 2. The committee may enlist the help of subject matter experts from time to time.
28 3. The committee shall keep minutes, using a spreadsheet of items that it is

1 addressing, and addressing urgent issues on an expedited basis.

2 4. Recommendations of the committee shall be shared in writing with both METRO's
3 and the UNION's leaderships for action, pursuing solutions, and elevating issues. Committee
4 approved recommendations will be provided in writing to the Managing Director of Safety, Security
5 & Quality Assurance and/or Metro Chief of Staff for consideration of implementation.

6 5. METRO and the UNION will work to clarify the role of the various committees
7 and huddles so that Employees understand the roles of these committees and the appropriate forums
8 for raising safety issues.

9 6. Any recommendations that lead to changes to this AGREEMENT must be
10 negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and the
11 Office of Labor Relations pursuant to Article 27, Section 1.

12 ***SECTION 1.10 – JOINT SECURITY STEERING COMMITTEE***

13 The PARTIES agree to jointly maintain a Labor-Management Security Steering Committee
14 which shall meet at least quarterly for the purpose of maintaining and supporting the work of the
15 Base Security Committees and to discuss security goals and potential actions to help METRO
16 improve security standards for all METRO job classifications. Committee recommendations will be
17 provided in writing to the Managing Director of Safety, Security & Quality Assurance and/or Metro
18 Chief of Staff for consideration of implementation.

19 ***SECTION 1.11 – JOINT SCHEDULING COMMITTEE***

20 The Joint Scheduling Committee shall meet once per service change. The committee shall
21 consist of up to three members appointed by METRO and up to three members appointed by the
22 UNION. Duties of the committee shall be restricted to discussing scheduling goals and documented
23 concerns about schedules. The committee shall make recommendations to help METRO improve
24 route scheduling and planning for the next practicable service change. If the committee believes there
25 is not enough time at the end of the line to use the restroom based upon documented concerns,
26 METRO shall measure actual walk time to and from the restroom. If it is proven the schedule is
27 deficient, the committee shall discuss feasibility around schedule adjustments to reflect required
28 restroom travel and layover time. The committee will make recommendations for these schedule

1 adjustments to METRO. Base-specific subcommittees with representatives from both PARTIES shall
2 be formed to discuss scheduling issues pertaining to a specific base. Any recommendations that lead
3 to changes to this AGREEMENT must be negotiated by the PARTIES and agreed to by both the
4 UNION Business Agent/designee and the Office of Labor Relations pursuant to Article 27, Section 1.

5 ***SECTION 1.12 – VEHICLE PROCUREMENT COMMITTEE***

6 The Vehicle Procurement Committee shall consist of employees appointed by METRO; in
7 addition to two Operators and two Mechanics appointed by the UNION. The two Mechanics
8 appointed by the UNION will be from different VM bases to minimize impact on staffing.

9 ***SECTION 1.13 – OPERATOR UNIFORM COMMITTEE***

10 A Joint Labor-Management Uniform Committee with at least one UNION-appointed member
11 shall meet at least semi-annually to discuss the uniform program and suggest uniform items.

12 ***SECTION 1.14 – COMMITTEE TO ADDRESS EMPLOYEE FATIGUE***

13 1. While all Employees may experience fatigue on the job, METRO and the UNION
14 have identified a specific need to address issues of fatigue involving Operators and Supervisors who
15 work long shifts or large amounts of overtime.

16 2. It is in the interest of both PARTIES to ensure that Employees are not overworked,
17 maintain alertness, operate in a safe manner, maintain their personal health, and maintain
18 opportunities to earn extra income through overtime work.

19 3. This committee which may be a joint meeting with Rail Division will be
20 responsible for identifying its own goals, timelines, and deliverables.

21 4. The committee will have the power to commission studies about Employee fatigue.
22 METRO will provide resources for the committee to conduct studies and the committee may hire a
23 consultant, if appropriate. The consultant's recommendations are not binding.

24 5. Although the goals, timelines, and deliverables will be established by the
25 committee itself, the committee should concentrate on metrics in its evaluation of METRO's work
26 rules, policies, contract language, and the needs of Employees.

27 6. The committee shall develop recommendations to address Employee fatigue that
28 include, but are not limited to, changes to METRO's policies and changes to the collective bargaining

1 agreement. The committee's recommendations are not binding on METRO or the UNION. Any
2 recommendations that lead to changes to the collective bargaining agreement must be negotiated by
3 the PARTIES and agreed to by both the UNION Business Agent/designee and the Office of Labor
4 Relations, pursuant to Article 27, Section 1.

5 7. The committee should periodically check in with the leadership of METRO and the
6 UNION to provide updates on their progress and to ensure that they are staying on task. METRO and
7 the UNION may modify the role of the committee upon mutual agreement.

8 ***SECTION 1.15 – EMPLOYEE DEVELOPMENT COMMITTEE***

9 1. It is in the interest of both PARTIES and the communities they serve to ensure
10 Employees are skilled, well trained, engaged, and prepared for professional growth opportunities. To
11 accomplish this goal, METRO benefits from the diverse skill sets and life experiences of its
12 Employees and offers a wide range of professional opportunities. The PARTIES recognize the value
13 of and are committed to developing Employees in preparation for anticipated future demand for its
14 services.

15 2. In recognition of the complexity of Employee development the PARTIES have
16 cooperated to establish a standing Employee Development Committee under the following terms:

17 A. This Committee will consist of representatives from both PARTIES, with
18 each PARTY selecting its own representatives. Subcommittees may be formed as needed to most
19 effectively achieve the goals of the committee.

20 B. This Committee will meet monthly (or more often upon mutual agreement
21 of its members).

22 C. This Committee may receive requests from any Labor-Management
23 Relations Committee to focus its attention on specific topics. If no topics are received, the Committee
24 may suggest its own topics of focus.

25 D. This Committee will have the power to review, evaluate, and make
26 recommendations to improve METRO's work rules, policies, procedures, contract language, and
27 other practices related to employee development. The Committee's recommendations shall be made
28 to the Labor Management Relations Committee (referenced in Article 1.8 of this AGREEMENT and

1 also known as the Joint Leadership Group) or referred to a collective bargaining process for
2 consideration and are not binding. Any recommendations that lead to changes to this AGREEMENT
3 must be negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and
4 the Office of Labor Relations, pursuant to Article 27, Section 1.

5 E. This Committee will make a quarterly report of its actions to a meeting of
6 the LMRC (referenced in Article 1.8). This report shall, at a minimum, include a summary of all
7 meetings held, and an outline of progress made with regard to topics or tasks assigned by the LMRC.

8 F. METRO will provide Employees sufficient time to perform their duties as
9 Committee members. Instances of denied detail time should be reported to the LMRC (referenced in
10 Article 1.8).

11 G. Establishment of this Committee does not preclude individual LMRCs
12 from discussing or addressing issues relating to Employee development, as appropriate.

13 3. METRO and the UNION may modify the role and/or makeup of the Committee
14 upon mutual agreement.

15 ***SECTION 1.16 – COMMITTEE SELECTIONS***

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

18 ***SECTION 1.17 – PRINTING OF THE AGREEMENT***

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

22 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

23 ***SECTION 2.1 – MERIT SYSTEM AND HIRING***

24 A. The PARTIES are committed to providing equal employment opportunity for all
25 new applicants for employment, as well as for present Employees. METRO shall recruit, select and
26 promote Employees and/or individuals from the community workforce on the basis of their relative
27 knowledge, skills and abilities and in accordance with METRO’s Equal Employment Opportunity
28 policy statement. Upon request, METRO will inform Employees of the knowledge, skills and

1 abilities that are the subject of interviews or role-plays for UNION positions.

2 **B.** Career Service and Term-Limited Temporary (TLT) Employees, as defined in
3 Article 26, who apply for a bargaining unit position and meet the minimum qualifications shall
4 proceed to the next step in the hiring process.

5 **C.** Employees are encouraged to apply for bargaining unit positions. They may apply
6 and compete with external candidates. Employees will receive an additional 5% on any passing test
7 scores. Employees who are advanced to the interview stage will receive an additional 5% added to
8 their interview scores. If an external and internal Employee candidate are equally qualified for a
9 bargaining unit position, hiring preference will go to the internal Employee candidate. If, after
10 minimum qualifications are evaluated in the recruitment process, there are only internal Employee
11 candidates remaining in the process, the 5% will not need to be added.

12 **D.** If an Employee requests a meeting for feedback within 90 days after a recruitment
13 process is complete, METRO will meet with the Employee to review the process and provide
14 feedback on how to improve as a candidate and/or offer resources to better prepare for future
15 requirements.

16 ***SECTION 2.2 – NONDISCRIMINATION***

17 The PARTIES are committed to maintaining a workplace that is free from discrimination. The
18 PARTIES shall not unlawfully discriminate against any individual Employees with respect to
19 compensation, terms, conditions or privileges of employment by reason of sex, race, color, national
20 origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by
21 minimum age and retirement provisions, status as a family caregiver, military status or status as a
22 veteran who was honorably discharged or who was discharged solely as a result of the person's sexual
23 orientation or gender identity or expression. The PARTIES pledge to comply with all applicable laws
24 and regulations which prohibit discrimination based on an Employee's protected class and/or require
25 reasonable accommodations for Employees with disabilities. Except as evidence regarding just cause,
26 allegations of unlawful discrimination shall not be a proper subject for the grievance procedure in
27 Article 5 of this AGREEMENT. There are alternative options where an Employee's complaint may
28 be filed, such as the COUNTY's Department of Human Resources, METRO's Equal Employment

1 Opportunity Office, U.S. Equal Employment Opportunity Commission, and/or the Washington
2 Human Rights Commission.

3 **ARTICLE 3: GENERAL CONDITIONS**

4 ***SECTION 3.1 – CUSTOMER COMPLAINTS***

5 The PARTIES agree that Employees have a fundamental obligation to treat the public that
6 they serve with courtesy and respect and to provide safe transport. METRO and the UNION reaffirm
7 their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer
8 complaints. METRO will not release Operator names to customers, or disclose names of customers
9 to Operators except as set forth in the Grievance Procedure, unless required by law.

10 ***SECTION 3.2 – TECHNOLOGICAL CHANGE***

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

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

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

20 ***SECTION 3.3 – LOST AND FOUND ITEMS***

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

23 ***SECTION 3.4 – PAYROLL DEDUCTIONS***

24 No payroll deduction shall be made, except those required by law or authorized by the
25 Employee. An Employee may directly deposit their entire paycheck to any financial institution
26 affiliated with the National Automated Clearing House Association (NACHA).

27 ***SECTION 3.5 – RESTROOMS AND FIRST AID FACILITIES***

28 **A. On Routes:** METRO will arrange for access to adequate restrooms to be used by

1 Employees on all routes and shall take all reasonable steps to ensure each restroom’s sanitary
2 condition. Any other restroom on an Employee’s route may be used in an emergency situation.
3 METRO shall arrange for and designate restroom facilities as near as possible to each terminal of
4 each route. METRO will identify potential restrooms for new routes and meet with the UNION to
5 review the routes prior to forwarding them for King County Council approval. Employees shall have
6 sufficient time to walk to and use the restroom. If Employees have concerns about the distance to or
7 adequacy of restroom facilities along a route, or concerns about schedules that they believe have
8 insufficient time at the end of the line to access and use a restroom, then Employees should submit a
9 request for action through the Comfort Station Coordinator and the Senior Schedule Planner.

10 **B. At METRO’s facilities:** METRO will provide adequate sanitary and toilet
11 facilities, a first aid area and required equipment at all permanent work sites.

12 **C.** Issues regarding restrooms shall be placed as a permanent agenda item at all Joint
13 Safety and Health Committee meetings. The Committee shall review all requests submitted to the
14 Comfort Station Coordinator and action steps taken in response.

15 ***SECTION 3.6 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

24 ***SECTION 3.7 – DEFECTIVE EQUIPMENT***

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

27 **B.** If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for
28 the Employee’s reasonable attorney fees for litigating the fine. If an Employee receives a fine for

1 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees
2 for litigating the fine. This shall not apply where an Employee was aware of or should have been
3 aware of and failed to report the defective equipment and/or missing equipment for which the fine
4 was issued.

5 ***SECTION 3.8 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

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

13 ***SECTION 3.9 – SERVICE LETTER***

14 Upon request, an Employee or former Employee will be provided a letter showing their term
15 of service and the position(s) in which they were employed.

16 ***SECTION 3.10 – SUBCONTRACTING***

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

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

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

1 **D. Dial-a-ride services.** METRO may contract dial-a-ride service to a maximum of
2 5% of total service hours.

3 **1.** For the purpose of calculating this percentage, the following definitions
4 apply:

5 **a.** “Dial-a-ride” services operate on a fixed-route while deviating upon
6 request for other portions of the route.

7 **b.** “Total service hours” includes types of services that Employees
8 operate on King County Metro fixed-route buses plus King County Metro-operated Sound Transit
9 fixed route buses plus dial-a-ride services.

10 **2. Sharing of information.** METRO will provide information about service
11 and ridership on “dial-a-ride” and “total service hours” to the UNION at every major service change,
12 or at least once a year by September 30 in the event that no service change occurs.

13 **E. Protection of bargaining unit work for Transit Operators.** METRO affirms that
14 the UNION has exclusive work jurisdiction over all non-deviated fixed-route service. Additionally,
15 services provided in vehicles longer than 36 feet shall be operated by Employees. Vehicle length is
16 determined according to the manufacturer vehicle length and excludes the bike rack, and for some
17 manufacturers, the bumper. Services operated prior to February 20, 2020, as well as vehicles owned,
18 operated, or ordered by METRO prior to February 20, 2020, are exempt from this provision.

19 **F.** METRO may continue to provide historical and traditional paratransit service,
20 formerly known as Special Transportation Services Program, to elderly and/or disabled persons
21 through contracting with outside providers to meet the requirements of the Americans with Disability
22 Act of 1990, as amended.

23 ***SECTION 3.11 – VENDING MACHINE PROCEEDS***

24 **A.** METRO agrees to lease space for vending machines in Transit facilities to an
25 organization which will in turn contract with the UNION for payment of the historical and traditional
26 25% of the net proceeds it receives from these vending machines directly to the UNION. The
27 UNION will then forward those monies to the Puget Sound Labor Agency or the Local 587 Retirees
28 Chapter for social, recreational and charitable purposes.

1 **B.** METRO will not terminate its contract with Metro Employees Recreational
2 Activities Association (MERA) and/or its successors as long as that organization agrees to provide
3 the aforesaid 25% of the net proceeds.

4 ***SECTION 3.12 – PROBATIONARY PERIOD***

5 Except as modified elsewhere in this AGREEMENT, each Employee shall have a six-month
6 probationary period commencing with their date of employment and/or date of qualification, where
7 required. The probationary period for Temporary Employees is covered in Article 26.

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

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

13 **C.** Upon satisfactory completion of this probationary period, the Employee will enjoy
14 all rights of regular career service status.

15 **D.** Upon the mutual agreement of METRO and the UNION, an Employee's
16 probationary period may be extended for the purpose of allowing an Employee to succeed.

17 **E.** By shortening the probationary period for PTOs, Assigned CISs, and Assigned
18 PSRs from one year to six months, the PARTIES agree that METRO may modify its policies to
19 provide frequent supervisory contacts to probationary Employees.

20 ***SECTION 3.13 – SPECIAL DUTY ASSIGNMENTS***

21 **A. Definitions:**

22 **1.** Special Duty Assignment – When an Employee in a Base
23 Position is temporarily assigned in writing to a classification, and the duties comprise the majority of
24 the work performed for a minimum of 30 calendar days. Term-Limited Temporary (TLT) Employees
25 are not eligible for Special Duty Assignments.

26 **2.** Base Position – The Employee's underlying position where they hold
27 seniority, while on Special Duty Assignment.

28 **3.** Bargaining Unit Position – The bargaining unit position that represents the

1 Employee's regular Base Position.

2 4. Special Duty Bargaining Unit Position – The bargaining unit that
3 represents the special duty position or body of work, outside the bargaining unit.

4 5. Detail Assignment – When a UNION member is chosen to perform work
5 by the UNION and work is paid for by the UNION. A UNION detail will be in accordance with
6 Article 10, Section 3.

7 6. Working out of classification/upgrade – When an Employee in a Base
8 Position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive
9 calendar days. Employees working out of classification may not be required to perform all the
10 responsibilities of the higher-level classification.

11 7. Temporary Assignment – Work assigned by METRO that is temporary in
12 nature and necessary to fill an immediate organizational and/or safety issue.

13 **B.** The PARTIES recognize the value provided to Employees by having Special Duty
14 and working out of classification opportunities available. The PARTIES also agree that Special Duty
15 Assignment and working out of classification opportunities should balance the desire of Employees
16 to prepare for promotional opportunities with the need to have an Employee accumulate experience
17 in a position in order to be effective in that position.

18 **C.** Where a vacancy occurs in any position within the bargaining unit, which is to be
19 filled by a Special Duty Assignment, Employees of METRO who are capable and desirous of doing
20 the work shall be given first consideration before any outside help is employed. Such special duty
21 assignment shall be posted and filled in accordance with METRO's Merit System per Article 2,
22 Section 1. Among Employees seeking any such position, seniority shall be considered in filling the
23 position.

24 **D.** Notice shall be posted for Employees to see at least 10 days prior to filling the
25 special duty assignment. In the interim, METRO may fill the work consistent with this
26 AGREEMENT, until the Employee is selected from the posting process. The terms for Special Duty
27 Assignments are as follows:

28 1. 30 calendar days to Twelve Months – Shall be approved by METRO to

1 provide additional staffing:

2 **a.** Due to work that exceeds either the volume and/or complexity of
3 what is routine, and is for limited duration;

4 **b.** Due to unforeseen work caused by unique circumstances, which are
5 not expected to reoccur; or

6 **c.** Needed to either develop and/or implement a new function, system
7 or proposal.

8 **d.** To backfill for a vacant Career Service position, however, may
9 exceed twelve months if posting and recruitment process prolongs the timeline requirement for
10 mutual agreement by the PARTIES.

11 **e.** To backfill for a vacant position because an Employee is absent due
12 to a Special Duty Assignment, leave of absence, or military duty.

13 **f.** Special Duty Assignments originally set as one-year assignments
14 that exceed twelve months must be reposted. Under special circumstances and mutually agreed
15 between the UNION and METRO an extension will be allowed.

16 **2.** Up to Two Years – Shall be approved by the Director of Human Resources
17 or designee to perform a significant or substantial body of work such as a non-routine project or
18 related to the initiation or cessation of a County function, project or department.

19 **E.** Any Employee who is on a Special Duty Assignment for at least 6 months shall be
20 required to spend at least 90 days in their Base Position before returning to the same Special Duty
21 Assignment. If an Employee is foreseen to be on Special Duty Assignment, they will be marked as a
22 no-pick in their Base Position for the duration of the assignment until they have returned to their Base
23 Position.

24 **F.** For all Special Duty Assignments, METRO will notify the UNION of the start
25 date, projected length of the assignment, and any changes made to the Special Duty Assignment.

26 **G.** Compensation, hours of work, and applicable contractual working conditions shall
27 be consistent with the Special Duty bargaining unit’s collective bargaining agreement (or Personnel
28 Guidelines, if a non-represented Special Duty assignment) from the time the Employee is placed in

1 the assignment until the time the Employee returns to their bargaining unit position. Contractual
2 provisions relating to the base bargaining unit's position (i.e. reduction in force and seniority) shall
3 continue to apply during the Special Duty Assignment.

4 **H.** An Employee on Special Duty Assignment that has a higher top step rate of pay
5 will be placed at the first step of the Special Duty classification pay range or paid a flat 5% above the
6 Employee's bargaining unit position rate of pay, whichever is higher. Shift differentials will not be
7 included when calculating Special Duty pay rate. An Employee who accepts an assignment to a
8 lateral position, or a lower paid position shall receive their current rate of pay for the assignment,
9 however it shall not exceed the top step of the SDA classification.

10 **I.** Special Duty pay shall not be considered part of an Employee's bargaining unit
11 position pay rate for purposes of pay rate determination as a result of promotion or reclassification,
12 cash-out of vacation or sick leave, or vacation or sick leave donations.

13 **J.** Paid leave taken while on a Special Duty Assignment shall be paid at the
14 Employees Special Duty pay rate. If the Special Duty Assignment is FLSA non-exempt, the
15 Employee's Special Duty pay will be used for the computation of overtime and AC time.

16 **K.** An Employee on Special Duty Assignment will continue to advance through the
17 pay steps of their Base Position pay range while on Special Duty pursuant to the step increase
18 schedule of the Base Position pay rules. If the Employee is at the top step in their Base Position pay
19 range, the Employee will advance to the next step of the special duty classification pursuant to the
20 step increase schedule of the Special Duty classification pay rules. If an Employee who served in the
21 Special Duty Assignment is hired into the position, the Employee shall be credited pay steps for time
22 served on the Special Duty Assignment. When the Special Duty Assignment is completed, the
23 Employee's pay shall revert to the Base Position pay rate the Employee would have received if the
24 Employee had not been on a Special Duty Assignment.

25 **L.** If the Special Duty position is converted to a Career Service position, and the
26 Employee who served in the Special Duty Assignment is hired into the Career Service position, the
27 Employee shall receive credit towards their probationary period for time served in the Special Duty
28 Assignment. If the time served in the Special Duty position was longer than the required probationary

1 period for that position, an Employee who has 90 calendar days or more continuous employment in
2 the classification at the time of selection, probationary period shall be reduced by 90 calendar days.

3 M. An Employee' Special Duty Assignment will end when METRO becomes aware
4 that the Employee working the Special Duty Assignment will be absent exceeding 30 consecutive
5 calendar days or at the conclusion of a 30 calendar day absence, whichever occurs first.

6 **SECTION 3.14 – WORKING OUT OF CLASSIFICATION/UPGRADE**

7 A. Working out of classification/upgrade occurs when a supervisor assigns a regular
8 Employee to temporarily perform the duties of a higher paid classification for less than 30
9 consecutive calendar days. Employees working out classification/upgraded may not be required to
10 perform all the responsibilities of the higher-level classification.

11 B. All assigned work performed in a higher paid classification as working out of
12 classification or upgrade will be paid a working out of classification pay premium for a minimum of
13 two hours. When an Employee is assigned such work for more than two hours up to and including
14 four hours, they will be paid a working out of classification pay premium for four hours. When an
15 Employee is assigned such work for more than four hours, they will be paid a working out of
16 classification pay premium for eight hours and will be paid at the overtime rate for such
17 classification, if applicable, for time in excess of eight hours.

18 C. While working out of classification, the Employee will receive 5% working out of
19 classification pay premium, however the increase may not exceed the top step of the position. Shift
20 differentials will not be included when calculating 5% working out of classification pay premium.
21 Any overtime earned while working out of classification will include the 5% premium. Paid leave
22 (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the
23 Employee's classification base rate of pay (without the 5% working out of classification pay
24 premium).

25 D. This provision applies in situations where a working out of classification
26 assignment exceeds 29 consecutive calendar days. The assignment will be converted prospectively to
27 a Special Duty Assignment and must be posted for all bargaining unit Employees, pursuant to Article
28 3.13.D.

1 E. If an Employee is temporarily assigned work in a lower paid classification, such
2 Employee shall not suffer any reduction in wages.

3 F. While temporarily working out of classification, this AGREEMENT shall continue
4 to apply with the exception of specific work rules associated with the out-of-classification bargaining
5 unit.

6 **SECTION 3.15 –LEAVE DONATION**

7 **A. No Solicitation.** All donations made under this AGREEMENT are strictly
8 voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other
9 compensation or benefits in exchange for leave hours.

10 **B. Approval for Donations.** Donations require written approval from the
11 comprehensive leave eligible donating and receiving Employees’ directors. If approved, the donated
12 leave will be available the next full pay period after notification of the donation is received by Payroll
13 from the Department of Human Resources (DHR).

14 **C. No Cash Out of Donated Leave.** Donated leave hours are excluded from all
15 payouts and restorations.

16 **D. No accruals on donated leave.** Accrued leave will not accrue on donated leave as
17 it is used. .

18 **E. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-**
19 **Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.**

20 1. The receiving Employee must have exhausted all paid leave accruals (e.g.,
21 vacation leave, sick leave, AC time) to use donated leave.

22 2. The receiving Employee can only use donated leave for KCFML and FMLA
23 qualifying reasons.

24 3. The leave for which the Employee is requesting donations must be for a
25 prolonged absence. A prolonged absence is considered to be 3 or more consecutive workdays. An
26 Employee may use donated leave intermittently after the Employee’s prolonged absence if the
27 conditions in 1 and 2 above are met.

28 4. **Vacation leave hours.** Except as provided under Section 3.15.H.2, the

1 amount of donated vacation time cannot exceed the donating Employee’s leave accrual balance at the
2 time of donation.

3 **5. Sick leave hours.** An Employee is limited to donating a total of 25 hours
4 of accrued sick leave per calendar year, provided the donating Employee’s leave balance will be 100
5 hours or more following the donation.

6 **F. Calculation of Donated Leave.** All donated leave hours shall be converted to a
7 dollar value base on the donor’s straight time hourly rate at the time of the donation. The dollar value
8 will then be divided by the receiving Employee’s straight time hourly rate to determine the actual
9 number of hours received and placed in the receiving Employee’s donated leave bank.

10 **G. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**
11 **Employee Donations.**

12 **1.** A comprehensive leave eligible Employee may donate a portion of their
13 accrued leave hours, as provided under Subsections 3.15.E.4 and 3.15.E.5 above, to another
14 comprehensive leave eligible Employee.

15 **2.** Donation limits, as provided under Subsections 3.15.E.4 and 3.15.E.5.
16 above, are exclusive of donations to the Emergency Medical Leave Fund under 3.15.H.

17 **3. No Reversion of Donated Leave.** Donated leave hours remain with the
18 recipient and do not revert to the donor.

19 **H. Comprehensive Leave Eligible Employee donations to an Emergency Medical**
20 **Leave Fund – Pilot Program.**

21 **1.** The County will create a pilot program, whereby a comprehensive leave
22 eligible Employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave)
23 to an “Emergency Medical Leave Fund” (Fund) that is managed by DHR. At the County’s
24 discretion, the pilot program can either be continued as a regular program or discontinued upon 30-
25 day written notice to the Union.

26 **2. Donation of Vacation hours.** An Employee is limited to donating 80 hours
27 of accrued vacation per calendar year to this Fund unless the Employee’s department director
28 approves a greater amount.

1 **3. Process and Conditions to receive hours from the Emergency Medical**

2 **Leave Fund.**

3 A. The comprehensive leave eligible Employee must submit a request
4 to DHR for hours.

5 B. The maximum donation an Employee can receive up to 80 hours per
6 calendar year based on the Employee’s normally scheduled hours during the biweekly pay period
7 (e.g., 80, 74, or 70 hours), or 80 hours for Employees on the semi-monthly payroll period who are
8 normally scheduled for 40 hour workweeks, prorated for part-time Employees.

9 C. Hours will be distributed on a first come first serve basis and only
10 awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a
11 no-pay status).

12 D. Given there is only a finite number of dollars in the Emergency
13 Medical Leave Fund, there is no guarantee that hours will be awarded.

14 **4. No reversion of donated leave.** Donated hours not used by the donee
15 within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund
16 and do not revert to the donor.

17 **I. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

18 The executive may implement a process providing the opportunity for comprehensive leave eligible
19 Employees to convert accrued vacation or AC time hours, or both, into a cash donation. This process
20 must conform to KCC 3.12.222, as amended.

21 ***SECTION 3.16 – NEGOTIATED MEAL AND REST PERIODS***

22 The PARTIES agree to continue the long standing agreement to specifically supersede in total
23 the State provisions regarding meal and rest periods for Employees. Full Time Operators, Part Time
24 Operators, and First Line Supervisors/FLS-in-Training do not receive a designated meal period.
25 Additionally, Employees in these job classifications will be entitled to meal and rest periods only as
26 described in this AGREEMENT, and not those provided by State law. Meal and rest periods for
27 other Employees covered by this AGREEMENT have also been negotiated in ways that supersede
28 State provisions in whole, or in part.

1 **SECTION 3.17 – CURRENT EMPLOYEE APPLICATIONS FOR RAIL POSITIONS**

2 Bus-side Employees are encouraged to apply for Operator and Supervisor positions with
3 RAIL. They may apply and compete with external candidates. Employees will receive an additional
4 5% on any passing test scores. Employees who are advanced to the interview stage will receive an
5 additional 5% added to their interview scores. The ratio of Employees’ preference compared to the
6 preference given to other King County employees will remain in full force and effect throughout the
7 duration of this AGREEMENT.

8 **SECTION 3.18 – EMPLOYEE RECOGNITION**

9 In addition to continuing existing programs to recognize outstanding performance, the
10 PARTIES agree to establish a program to offer recognition to work teams or individuals whose
11 efforts improve the delivery of METRO services to county residents and/or achieve cost savings
12 while maintaining or bettering the present quality of service delivery.

13 The PARTIES will establish administrative guidelines for the program. The program will
14 establish both monetary and non-monetary awards to teams or individuals:

15 A. That demonstrate measurable improvements in one or more of the following areas:

- 16 1. Improved operating methods or procedures, resulting in increased
17 productivity;
18 2. Improved customer or Employee satisfaction;
19 3. Improved cycle time or efficiency;
20 4. Decreased costs;
21 5. Conservation of resources; or
22 6. Reduction in Employee injuries or accidents.

23 The administrative guidelines established by the committee shall identify other means by
24 which Employees may nominate work teams and individual Employees for evaluation and awards.
25 Authority, if any, to grant monetary and non-monetary awards is based on King County Code.

26 **ARTICLE 4: DISCIPLINE**

27 **SECTION 4.1 – GENERAL**

28 A. The PARTIES believe in the notion of positive intent, with all Employees striving

1 to perform at their personal best. METRO and the UNION endeavor to create a work environment
2 that is both Employee and service oriented. To best accomplish this goal, the PARTIES acknowledge
3 that there are positive approaches to correct Employee job performance (e.g. coaching, counseling,
4 training, etc.) that serve as an alternative approach to discipline.

5 The PARTIES agree discipline is subject to just cause and that intent of discipline is
6 corrective, rather than punitive, in nature.

7 The PARTIES acknowledge there are egregious actions and behaviors (e.g. workplace
8 violence, theft, etc.) that may require immediate formal disciplinary action, up to and including
9 termination. The PARTIES agree to consider any mitigating factors when issuing discipline (e.g. self-
10 defense, harassment, threats, external elements, etc.).

11 **B.** The intent of this Article is to provide Employees the opportunity to take
12 responsibility for performance issues while maintaining positive, two-way communication with
13 METRO. METRO shall not discipline Employees based on anonymous or unsubstantiated
14 complaints.

15 **C.** Upon request, all Employees are entitled to UNION representation during any
16 discipline investigations or meetings. Employees will be permitted to review their disciplinary record
17 or attendance record upon advance notice to their immediate supervisor.

18 **D.** Coaching/Counseling with Employees should be considered opportunities to help
19 Employees be successful. These conversations are not considered discipline and cannot be grieved.
20 If a memorandum of counseling has been placed in the Employee's personnel file, a copy will be
21 provided to the Employee. If the Employee disagrees with the counseling, they may provide a
22 written rebuttal to their immediate supervisor, which will be added to the Employee's personnel file.

23 **E.** An Employee called as a witness by METRO, during an investigation or hearing,
24 shall receive regular compensation as set forth in Article 10, Section 10.

25 **F.** For Transit Operators, "The Manual, Transit Operator's Rules and Procedures"
26 specifies the rules and procedures that govern their employment, provided such policies, rules and
27 procedures are not in conflict with provisions of this AGREEMENT or with applicable laws. If it is
28 necessary to revise or change The Manual, revisions or changes will be discussed as needed with the

1 UNION before implementation, with the exception of changes that call for immediate
2 implementation due to emergency situations. The Manual will be available at all bases. All
3 Operations Employees will receive a copy of The Manual when it is republished, which will include a
4 summary of significant policy, rule or procedure changes from the previous version, particularly
5 those changes that affect working conditions.

6 **G.** A UNION-represented Employee will not issue discipline to another UNION-
7 represented Employee.

8 ***SECTION 4.2 – METHOD OF NOTIFICATION***

9 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
10 with an Employee, they shall notify the Employee in writing of the purpose and time limitation for
11 having the meeting. METRO will take the Employee’s work schedule into account when making the
12 request. Any Employee required to meet with their immediate supervisor shall be paid for all time
13 spent with the immediate supervisor.

14 **A.** METRO shall notify an Employee in writing, with a copy to the UNION, of any
15 proposal to suspend or discharge the Employee (commonly called a *Loudermill* letter). The
16 Employee shall sign the proposal to suspend or discharge to acknowledge receipt of the same.
17 METRO shall also issue in writing, to the Employee, with a copy to the UNION, the final decision to
18 issue the proposed suspension or discharge.

19 **B.** During an investigation, at the discretion of METRO, an Employee may be placed
20 on Paid Administrative Leave (PAL).

21 ***SECTION 4.3 – CATEGORIES OF INFRACTIONS***

22 When an Employee’s behavior rises to the level of an infraction, METRO shall categorize the
23 infraction as a minor, serious, or major infraction. The level of infraction shall serve as a basis for
24 evaluating the appropriate level of progressive discipline under the principles of just cause.
25 Employee infractions shall be categorized for the purpose of ensuring that METRO issues fair,
26 consistent, and unbiased levels of discipline, and so that discipline can be corrective, rather than
27 punitive, where appropriate.

28 **A. MINOR INFRACTIONS**

1 Minor infractions are violations of work rules or behavioral issues where coaching/counseling
2 normally can correct the behavior and formal discipline may not be necessary. When formal
3 progressive disciplinary actions are issued for minor infractions, they will be in writing and signed by
4 the Employee. Discipline should be issued in a respectful, positive manner, allowing the Employee
5 the opportunity to take responsibility and make the necessary changes for them to succeed. Minor
6 infractions will not count against an Employee for promotional opportunities. Repeated violations of
7 work rules and/or behavioral rules considered to be minor infractions will be subject to progressive
8 discipline under the just cause standard.

9 **B. SERIOUS INFRACTIONS**

10 METRO may determine that a performance or behavioral problem is sufficiently serious in
11 nature to lead to an unpaid suspension, subject to the principles of just cause, and are issued for the
12 purpose of correcting the Employee's behavior.

13 **C. MAJOR INFRACTIONS**

14 It is understood that there may be egregious cases that may result in discharge, unpaid
15 suspensions, or other disciplinary actions, that do not require corrective action. Examples of major
16 infractions include, but are not limited to: Acts of violence, violations of drug, alcohol or weapons
17 policy, theft and harassment based on legally protected status. Major infractions will not result in
18 discharge unless METRO determines the circumstances are so irredeemable that discharge is
19 appropriate.

20 **D. ACCIDENTS**

21 Discipline for accidents will be issued according to the rules, procedures, and review process
22 contained in the Transit Safety Preventable Accident Review System and TOPS #03 Preventable
23 Accidents Discipline. Any additional work rules or behavioral issues in conjunction with an accident
24 may result in coaching/counseling if the accident is deemed non-preventable, unless the conduct rises
25 to the level of a major infraction. In situations where there has been a preventable accident as well as
26 a separate infraction, an Employee will not be subject to double jeopardy (receiving accident points
27 and being additionally disciplined for the same infraction).

28 ***SECTION 4.4 – TYPES OF DISCIPLINE***

1 A. Types of discipline shall include oral reminders, written reminders, disciplinary
2 probation, demotion, suspension and discharge.

3 B. To determine the appropriate level of discipline using the just cause standard, the
4 seriousness of the infraction should be considered as well as other factors, including, but not limited
5 to: Liability, injury, threat and response, the Employee’s state of mind, the Employee’s record,
6 repeated behavior, the Employee’s tenure, etc. Factors may also include the Employee’s training
7 record, whether the actions of others contributed to the event, and whether the Employee’s actions
8 were willful.

9 C. Oral and written reminders will be given to the Employee by their immediate
10 supervisor for infractions. For an oral reminder, the immediate supervisor will file a memo (copy) in
11 the Employee’s service record covering the contents and cause for the reminder within a reasonable
12 time after the infraction. The Employee shall sign the memo to acknowledge receipt of the oral
13 reminder. For written reminders, an explanation will be given to the Employee in writing, with a
14 copy filed in the Employee’s service record within a reasonable time after the infraction. The
15 Employee shall sign the written reminder to acknowledge receipt of same.

16 D. Explanation of the suspension of any Employee by METRO shall be given to the
17 Employee in writing.

18 E. Whenever METRO discharges an Employee, explanation of the discharge will be
19 given to the Employee in writing.

20 ***SECTION 4.5 – DECISION-MAKING LEAVE***

21 The UNION or the Employee may request, or METRO may offer, decision-making leave. At
22 METRO’s discretion, they may grant the requested one-day of paid decision-making leave when
23 METRO agrees the Employee is at a critical juncture in their career, where they may be facing
24 significant discipline, such as termination from employment. The purpose of this leave is to provide
25 an Employee with an opportunity to consider their conduct in the workplace, to understand that they
26 are facing significant discipline and consider their ongoing employment at METRO. Decision-
27 making leave will typically be offered after METRO has completed an investigation and has
28 proposed discipline.

1 During the one (1) day of decision-making leave, the Employee must create a plan for
2 avoiding further misconduct or discipline. Upon return from leave, the Employee will be required to
3 discuss that plan with their supervisor. As a result of this discussion, METRO may determine not to
4 impose its proposed discipline.

5 Decision-making leave will typically be offered to an Employee only once in their career,
6 with exceptions as appropriate. An Employee may reject the opportunity to take decision-making
7 leave.

8 ***SECTION 4.6 – REMOVING LOW LEVEL DISCIPLINE***

9 A minor infraction which is one year old shall be crossed off the Employee's record. Future
10 disciplinary action will be based on the number of infractions that remain. For example, if an
11 Employee commits a minor infraction on January 4th of a year, that infraction shall be crossed off on
12 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
13 days, the total time on leave will be added to the one-year period that must elapse before a minor
14 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
15 maintained.

16 ***SECTION 4.7 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE***

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

19 ***SECTION 4.8 – WRONGFULLY SUSPENDED, DEMOTED, OR DISCHARGED***

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

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

28 ***SECTION 4.9 – PROBATIONARY EMPLOYEES***

1 The discipline of probationary Employees is the sole responsibility of METRO. Any
2 Employee who is 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 15 calendar 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 4.10 – RETENTION OF EMPLOYMENT/LAST CHANCE AGREEMENTS***

9 Any last chance agreement or retention of employment agreement must be signed by the
10 Employee and the President/Business Representative/designee of the UNION and the Office of Labor
11 Relations.

12 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

13 ***SECTION 5.1 – CUSTOMER COMPLAINTS***

14 When a grievance involves a customer complaint, METRO will make an exception to its
15 general policy of non-disclosure of customer names upon request of the UNION. If the UNION
16 requests disclosure of the customer name and telephone number, the following procedure will apply:

17 A. METRO facilitates contact between the complainant and UNION by contacting the
18 complainant and providing them with two options. The complainant may either: (a) consent to
19 disclosure of their name and telephone number to the UNION, or (b) agree to personally call the
20 UNION designee who has made the request.

21 B. If the complainant consents to disclosure of their name and telephone number to
22 the UNION, METRO shall provide that information to the UNION. If the complainant agrees to call
23 the UNION, METRO shall provide the complainant with the UNION designee's name and telephone
24 number. If METRO reasonably determines that the complainant is vulnerable by reason of age,
25 disability, or some other reason, METRO shall provide to the UNION the name and telephone
26 number of the complainant's parent or guardian.

27 C. If the complainant agrees to disclose their name and number to the UNION but not
28 to the grievant, METRO shall provide the name and number to the UNION designee. The UNION

1 designee shall not disclose the complainant's name or number to the grievant. When the UNION
2 designee makes inquiries to the complainant, they shall explain that the complainant's name and
3 number will not be disclosed to the grievant.

4 ***SECTION 5.2 – GRIEVANCE PROCEDURE***

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

10 **B.** If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
11 specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following
12 business day. Time limits defined in this Section may be extended by a written agreement between
13 the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit
14 all rights and claims to the grievance; and the grievance shall be considered resolved in the other
15 PARTY's favor; it being understood that such forfeiture does not decide the merits or establish a
16 precedent. This forfeiture provision does not apply to discharge cases. If METRO fails to meet the
17 response deadline, the UNION has the right to move the grievance to the next step.

18 **C.** Employees are encouraged to meet, whenever possible, with their chief or
19 supervisor/superintendent to discuss their claim that the contract has been violated prior to filing a
20 formal grievance. If an Employee initiates such a conversation, the deadline to file a grievance on
21 their claim shall be automatically extended by an additional 15 calendar days beyond the deadlines
22 specified in Step 1 below of the grievance process. This additional extension will be documented by
23 METRO and provided to the Employee. The purpose of this extension is to allow the PARTIES the
24 necessary time to gather and share information, as needed, to facilitate a resolution without the need
25 to file a formal grievance. This process does not waive the UNION's right to file a grievance if no
26 resolution is reached.

27 **D.** If a grievance arises, it shall be put in writing, specifying the act or event being
28 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been

1 violated and the remedy sought. The grievance will be handled in the following manner, except that
2 grievances pertaining to the discharge of an Employee shall be processed in accordance with
3 Paragraph G.

4 **E.** As used in this Article, “/designee” refers to an individual who has been explicitly
5 identified by the appropriate Superintendent or Section Manager to handle the grievance in their
6 place.

7 **F.** If either PARTY wishes to raise a procedural concern about a grievance, it must do
8 so in the documentation or hearing in support or defense of the grievance. By doing so, this
9 procedural concern becomes a part of the record of the grievance. Claims of forfeiture are evaluated
10 under Paragraph B above.

11 **Step 1 – The Employee’s Base:** Within 15 calendar days of the act or
12 knowledge of the act being grieved, the Employee shall present the written grievance to their
13 immediate Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is
14 unavailable, then to any Chief/Superintendent/designee. Thereafter, the Superintendent/designee
15 shall meet with the Employee and, unless UNION representation is waived in writing by the
16 Employee, a Shop Steward/UNION Officer within 15 calendar days after receipt of the grievance, to
17 discuss the grievance. The meeting may be held at a later date by mutual agreement of the
18 PARTIES. METRO shall, within 15 calendar days after the meeting, notify the UNION in writing of
19 its decision via the mutually agreed upon electronic method. If the UNION Business
20 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within
21 15 calendar days of such notification. Such referral must be in writing and sent via the mutually
22 agreed upon electronic method.

23 **Step 2 – The Employee’s Section Manager:** The grievance shall be
24 presented to the Section Manager/designee. Thereafter, the Section Manager/designee shall meet
25 with the Employee and the UNION Business Representative/designee to review and discuss the
26 grievance within 15 calendar days after receipt of the Step 2 referral, unless a later date is mutually
27 agreed by the PARTIES. If a grievance involves discipline, the person who issued the discipline will
28 not conduct the meeting. METRO shall, within 15 calendar days following the meeting, notify the

1 UNION in writing of its decision via the mutually agreed upon electronic method. The UNION
2 Business Representative/designee may, within 15 calendar days from the notification, refer the
3 grievance to Step 3. Such referral must be in writing and sent via the mutually agreed upon
4 electronic method.

5 **Step 3 – Transit Labor Relations:** The grievance shall be presented to
6 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee
7 will meet with a committee consisting of a Transit Labor Relations designee, Section
8 Manager/designee and other appropriate METRO personnel for the purpose of resolving the
9 grievance. The meeting shall be held within 15 calendar days after receipt of the Step 3 referral,
10 unless a later date is mutually agreed by the PARTIES. METRO shall, within 15 calendar days from
11 the meeting, notify the UNION in writing of its decision via the mutually agreed upon electronic
12 method. If no agreement can be reached at Step 3, the UNION Business Representative/designee
13 may appeal to arbitration by notifying Transit Labor Relations in writing. Such referral must be in
14 writing and sent via the mutually agreed upon electronic method, within 60 calendar days after the
15 UNION receives the Step 3 decision.

16 **G.** If a grievance arises that involves an Employee’s discharge, it shall be handled in
17 the following manner:

18 **Step 1 – The Employee’s Section Manager:** Within 15 calendar days of the
19 act or knowledge of the act being grieved, the Employee/Union Representative shall present the or
20 send via fax (fax send date will be the date stamp) written grievance to their Section
21 Manager/designee, or if their Section Manager/designee is unavailable, then to any
22 Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged Employee may choose to
23 appeal their discharge to the King County Personnel Board. Such appeal will withdraw and void any
24 grievance filed through the UNION procedure. If the Employee chooses to be represented by the
25 UNION, they waive any right to appeal to the King County Personnel Board. The Employee’s
26 Section Manager/designee shall meet with the Employee and, unless UNION representation is
27 waived in writing by the Employee, the UNION Business Representative/designee within 15 calendar
28 days after receipt of the grievance to discuss the grievance. The meeting may be held at a later date

1 by mutual agreement of the PARTIES. METRO shall, within 15 calendar days after the meeting,
2 notify the UNION in writing of its decision via the mutually agreed upon electronic method. Under
3 no circumstances will METRO be relieved of the obligation to issue a written decision and if the
4 deadline has been missed, METRO must issue the decision within five calendar days of being
5 notified of the missed deadline. Failure to comply with the 15 day response deadline shall result in in
6 an additional day of back pay to the Employee for each day that METRO's response is late. This
7 additional back pay shall be paid only in the event that an arbitrator returns the discharged Employee
8 to work. If after receiving METRO's response, the UNION Business Representative/designee
9 determines that the grievance has merit, it may be referred to Step 2 within 15 calendar days of such
10 notification. Such referral must be in writing and sent via the mutually agreed upon electronic
11 method.

12 **Step 2 – Transit Labor Relations:** The grievance shall be presented to
13 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee
14 will meet with a committee consisting of a Transit Labor Relations designee, Section
15 Manager/designee and other appropriate METRO personnel for the purpose of resolving the
16 grievance. The meeting shall be held within 30 calendar days after receipt of the Step 2 referral,
17 unless a later date is mutually agreed by the PARTIES. A written decision shall be sent to the
18 UNION within 15 calendar days after the meeting via the mutually agreed upon electronic method.
19 Under no circumstances will METRO be relieved of the obligation to issue a written decision and if
20 the deadline has been missed, METRO must issue the decision within five calendar days of being
21 notified of the missed deadline. Failure to comply with the 15 day response deadline shall result in in
22 an additional day of back pay to the Employee for each day that METRO's response is late. This
23 additional back pay shall be paid only in the event that an arbitrator returns the discharged Employee
24 to work. If after receiving METRO's Step 2 response and no agreement can be reached at Step 2, the
25 UNION Business Representative/designee may appeal to arbitration by notifying Transit Labor
26 Relations in writing. Such referral must be in writing and sent via the mutually agreed upon
27 electronic method within 60 calendar days after the UNION receives the Step 2 decision.

28 **H. Time spent by Employees adjusting grievances and/or pursuing arbitration is not**

1 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
2 the Employee's normal working hours, the Employee will not suffer a loss in compensation. Except
3 in the Vehicle Maintenance and Facilities Maintenance Sections, grievances shall be heard during
4 management's normal working hours unless stipulated otherwise by both PARTIES.

5 **I. In the Facilities and Vehicle Maintenance Sections:**

6 **1.** All first and second step grievance hearings will be held at the base where
7 the grievant is currently assigned, during the grievant's regularly-scheduled work hours or within
8 one-half hour of the grievant's normal shift start or quit time, at the grievant's option.

9 **2.** All third step grievance hearings will be held at the UNION office, a
10 mutually agreed location or METRO's main administrative office building.

11 ***SECTION 5.3 – ARBITRATION PROCEDURE***

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

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

19 **2.** The names on such list of arbitrators shall rotate and the next three
20 arbitrators starting from the top of the list shall be polled by the UNION to determine their two next
21 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.
22 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.
23 The UNION will contact the arbitrator to confirm their availability and will schedule the arbitration.
24 The selected arbitrator will then be placed at the bottom of the list.

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

28 **4.** If the PARTIES determine that an arbitrator is unacceptable or routinely

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

3 **5.** When the rotating list of arbitrators is reduced below eight names, the
4 PARTIES must mutually select, within 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 eight 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 grievance shall be submitted before the same arbitrator at one
11 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

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

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

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

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

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

27 **G.** If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
28 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each PARTY shall be

1 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,
2 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

3 **H.** The PARTIES agree to attend a pre-arbitration conference not later than 30
4 calendar days after the arbitration is requested. The purpose of such conference shall be to discuss
5 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 **J.** In proceedings involving customer complaints, where a complainant refuses to
10 disclose their name to, call, or cooperate with the UNION, and the complainant is unwilling to testify,
11 the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of
12 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the
13 admissibility of customer complaints shall not be binding upon another arbitrator in another
14 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was
15 unwilling to speak with the UNION and unwilling to testify. Nothing in this AGREEMENT restricts
16 a PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a
17 complainant.

18 ***SECTION 5.4 – EXPEDITED ARBITRATION***

19 **A.** As an alternative to the arbitration procedure outlined in Section 3, the PARTIES
20 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
21 PARTY may request an expedited arbitration process. At the time of the request, the PARTY
22 requesting an expedited arbitration shall outline the process desired. The requested expedited
23 arbitration process may include, but is not limited to, some or all of the following characteristics as
24 agreed by both PARTIES:

- 25 1. The PARTIES will not be represented at the hearing by attorneys;
- 26 2. The hearing will be informal and conducted under the rules and regulations
27 set forth by the American Arbitration Association;
- 28 3. No briefs will be filed;

- 1 4. The hearing will be completed in one day with neither side being allowed
- 2 more than a half a day for their presentation;
- 3 5. The arbitrator will issue a decision within two business days of the hearing
- 4 with a written opinion within 30 calendar days;
- 5 6. The arbitrator shall be mutually selected by the PARTIES.

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

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

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

23 expedited arbitration procedure, the arbitration procedure in Section 3 shall be followed.

24 **D.** Any change to the mutually agreed upon electronic method of communication

25 must be mutually agreed to by the PARTIES in writing.

26 **ARTICLE 6: SENIORITY**

27 ***SECTION 6.1 – CALCULATING SENIORITY***

28 **A.** Seniority is based on date of hire or qualification in a classification, except as

1 otherwise provided herein. In the case of two or more Employees newly hired within the same job
2 classification on the same date, seniority order will be calculated by order of their respective
3 application dates with METRO during the current recruitment period, including hours and minutes.

4 **B.** If two or more Employees are promoted/transferred at the same time to the same
5 job classification, the date and time of current, continuous hire or qualification date, if applicable, in
6 any ATU position with King County Metro or its predecessor organizations will determine seniority.
7 New hires not currently employed in ATU positions at King County Metro will be placed after
8 current Employees. The entire new hire group will be placed at the bottom of the seniority list for the
9 classification. This also applies to Employees who start work in the new position on different days
10 due to different RDO combinations.

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

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

15 **E.** For the purpose of seniority, PTO, FTO, LLR Operator and Streetcar Operator
16 shall be considered separate classifications.

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

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

22 **H.** Bus Supervisors and LLR Supervisors will have separate classification seniority,
23 within the respective section (Bus or LLR). Bus Supervisor seniority will be determined by the most
24 recent date of hire as a Supervisor-in Training.

25 **I.** A former Employee rehired as a PTO, or a current Employee transferring to PTO
26 who has never been a PTO, will be placed first in seniority within their PTO training class. Former
27 trainees will be placed next, King County Employees will be placed below these but above any new
28 hires. If two or more such persons are in the same PTO training class, seniority will be determined by

1 most recent date and time of application.

2 **J.** An Employee who is medically separated through the interactive process with
3 Transit Disability Services (TDS), through a non-disciplinary medical separation (NDMS) and who
4 returns to their same classification within three years from the date of medical separation shall be
5 reinstated to the seniority that they previously held. An Employee who has had a non-disciplinary
6 medical separation (NDMS) and who returns to their same classification beyond three years from the
7 date of separation will have their seniority in the job classification start on the date of their rehire.
8 The following additional rules shall apply when rehiring Employees who have had non-disciplinary
9 medical separations (NDMSs):

10 **1.** Nothing in this AGREEMENT shall prohibit METRO from negotiating a
11 reinstatement agreement with the UNION for an Employee who has had an NDMS.

12 **2.** The UNION’s Constitution and Bylaws shall determine Employee’s
13 UNION seniority. METRO’s use of rehire or reinstatement terminology shall not be determinative in
14 decisions as to seniority.

15 **3.** A rehired Employee who had an NDMS and who returns to their same
16 classification within one year from date of separation shall have their pay step and vacation accrual
17 rate restored to the step or rate held at the time of separation. Pay step progression and vacation
18 accrual progression shall continue with the date of rehire, with “time-in-service” credit being given
19 for the time spent in the pay step or vacation accrual rate prior to separation. However, no “time-in-
20 service” credit shall be given during the period of separation itself.

21 **4.** The process for an Employee who has had an NDMS and who wishes to be
22 rehired in their former classification shall be to notify the Transit Disability Services (TDS) of the
23 County’s Reassignment Program of their medical release and renewed ability to work within the
24 timeframe they are eligible to do so.

25 **5.** The County retains all rights to determine whether a former Employee is
26 eligible for rehire.

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

28 **L.** Classification seniority will determine the order of layoffs, except as provided

1 elsewhere in the AGREEMENT.

2 ***SECTION 6.2 – PROMOTION, TRANSFER, DEMOTION AND LAYOFF***

3 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
4 or transferred to a position in METRO outside of the UNION shall retain their classification seniority
5 for all purposes for one year from the date of promotion or transfer.

6 B. A King County employee not represented by the UNION who previously has
7 attained permanent status in a UNION job classification, and who demotes back to such classification
8 after one year for any reason other than layoff, will not be eligible for reinstatement of classification
9 seniority. In no case shall such a demotion displace any Employee. The UNION will be notified
10 before an Employee returns to a UNION represented position.

11 C. Any Employee who demotes for any reason other than layoff will forfeit all rights
12 to the classification from which they were demoted.

13 D. An Employee who demotes to a previously held classification will be reinstated to
14 the position in classification seniority order which they had formerly held in the classification to
15 which they have been demoted.

16 E. An Employee who returns to a UNION classification due to layoff after more than
17 one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be
18 given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such
19 Employee will be credited for actual days spent in any classification to which they return. If such
20 credit would give the Employee the same seniority date as other Employees, they shall be placed
21 below the other Employees in seniority order for that date.

22 ***SECTION 6.3 – TERM-LIMITED TEMPORARY (TLT) EMPLOYEES***

23 A Term-Limited Temporary (TLT) Employee who is separated from METRO and rehired as a
24 Career Service Employee within 60 calendar days into the same classification they left, will have
25 their seniority reinstated.

26 ***SECTION 6.4 – SENIORITY LISTS***

27 A. Seniority for all Employees shall be recorded on lists certified by the UNION and
28 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or

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

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

9 **ARTICLE 7: LAYOFF AND RECALL**

10 ***SECTION 7.1 – REASON FOR LAYOFF***

11 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
12 of funds or improvement in efficiency. METRO will inform the UNION of potential layoffs 45
13 calendar days or more in advance in order to allow the PARTIES to investigate whether Employees
14 scheduled for layoff may continue to be employed by METRO. If a reduction in the work force
15 should prove unavoidable and provisions cannot be made to retain affected Employees at different
16 job classifications within METRO, then such Employees will be referred to the King County Career
17 Support Services. Should the King County Career Support Services cease to exist or to provide the
18 necessary services, the PARTIES will form a relocation task force to seek alternate gainful
19 employment for affected Employees. Former operators, including retirees, may only be rehired after
20 all PTOs are offered recall from the layoff list.

21 ***SECTION 7.2 – METHOD OF REDUCTION***

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

24 **B.** A laid-off Employee who has attained regular status in another job classification
25 may displace a less senior Employee in such classification, provided that the laid-off Employee has
26 obtained all necessary certifications to perform the duties of such classification. A position in the
27 highest-paying classification in which there is a less senior Employee and in which the Employee
28 previously has attained regular status will be offered. No Employee shall be placed into a

1 classification from which the Employee has demoted or failed to complete the probationary period.
2 A laid-off Employee who exercises the right to return to a previous position will be reinstated to the
3 position in classification seniority order which they had previously held, except as provided in Article
4 6, Section 2, Paragraph E.

5 ***SECTION 7.3 – RECALLING LAID-OFF EMPLOYEES***

6 A. METRO shall notify the UNION a minimum of ten (10) calendar days prior to
7 issuing laid-off Employee recall notifications. An Employee shall be eligible for reinstatement for 24
8 months following layoff and shall be recalled to service in the order of their classification seniority.
9 To be eligible for reinstatement, a laid-off Employee must keep METRO informed of their current
10 address. The laid-off Employee must also be able to meet the qualifications for the Position to be
11 eligible for recall, including, if applicable, possession of a current valid Washington State Class B
12 Commercial Driver’s License with passenger endorsement. If the position is safety sensitive, the laid-
13 off Employee must submit to drug testing and test negative for the presence of controlled substances,
14 sign a Consent Form of Release of Information for each employer for the past two years, successfully
15 pass a driving abstract review, successfully pass a background review, successfully pass a
16 background check for Alcohol and Controlled Substances testing and CDL background information,
17 and must possess a valid medical card issued by DOT. The laid-off Employee may be required to
18 complete a pre-employment physical examination. Failure to complete these requirements will
19 remove the laid-off Employee from the recall process. METRO’s obligation to offer reinstatement
20 shall be fulfilled by mailing a notice by tracked mail to the most recent address supplied by the laid-
21 off Employee and the UNION will receive a copy of that notification. A laid-off Employee must
22 notify METRO within 15 calendar days after such reinstatement offer has been mailed by METRO
23 and report for work at the time and place stipulated in the notice.

24 B. An Employee, who fails to respond to or declines the reinstatement offer or who
25 fails to report to work when and where notified, shall be deleted from the recall list. METRO will
26 send a letter to such Employee notifying them of the loss of reinstatement rights.

27 C. The parties acknowledge that the recall list is managed in seniority order but that
28 dates and times of the actual return to work may not occur in order of seniority due to factors such as

1 background checking and re-hiring practices. Following their recall training, Employees laid-off and
2 recalled shall be reinstated to the position, and the pick list if applicable, in their original seniority
3 order.

4 D. All Employees reinstated under the terms of this Article shall have their pay step
5 and vacation accrual rate restored to the step or rate held at the time of layoff. Pay step progression
6 and leave accrual progression shall continue with the date of rehire, with “time-in-service” credit
7 being given for the time spent in the pay step or leave accrual rate prior to layoff. However, no
8 “time-in-service” credit shall be given during the layoff period itself; except that Employees
9 reinstated under the terms of this Article, but who have secured employment with the County in
10 another position, shall continue to receive any leave accrual progression which they have earned
11 while maintaining leave eligible benefited County service.

12 E. A laid-off Employee’s previous King County Metro accident record will not be
13 used to determine eligibility for recall. An Employee’s accident record will be paused at layoff and
14 will resume at recall in accordance with the Preventable Accidents Discipline Procedure.

15 F. Employees reinstated under the terms of this Article are considered to have served
16 their probationary period in full.

17 ***SECTION 7.4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL***
18 ***SEPARATIONS (NDMS’s)***

19 1. If an Employee who was separated by NDMS enters the Reassignment Program at
20 a time when a layoff list is in place, they cannot be returned to work until all the Employees on the
21 layoff list with more seniority have been returned to work.

22 2. If a former Employee’s six months in the King County Reassignment Program
23 expires before they are returned to work, they will then only be eligible for rehire through the normal
24 rehire process. If a layoff list exists, these Employees will be integrated into the list in seniority order.

25 **ARTICLE 8: HOLIDAYS**

26 ***SECTION 8.1 – FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS***
27 ***AND SUPERVISORS***

28 Eligible Employees in the classifications of FTO, Revenue Coordinator, and Supervisor shall

1 be granted the thirteen holidays specified in Section 8.4 as days off with eight hours of holiday pay.
2 An Employee who is on RDO or vacation on the day of observance shall receive eight hours AC time
3 to compensate for holiday pay. An Employee who works on the day of observance, as a part of their
4 regular work schedule, will receive eight hours holiday pay for such day and will receive AC time for
5 all time worked, calculated in the method provided in this AGREEMENT for work performed on
6 non-holidays.

7 ***SECTION 8.2 – PART-TIME TRANSIT OPERATORS***

8 Each eligible PTO shall be granted the following holidays off with holiday pay equal to their
9 current picked assignment:

10 New Year's Day

11 Martin Luther King, Jr. Day

12 Memorial Day

13 Juneteenth

14 Independence Day

15 Labor Day

16 Indigenous Peoples' Day

17 Thanksgiving Day

18 Mark McLaughlin Day (Day after Thanksgiving)

19 Christmas Day

20 A PTO who works on a paid holiday shall receive holiday pay equal to their current picked
21 assignment and pay for actual hours worked.

22 ***SECTION 8.3 – OTHER EMPLOYEES***

23 A. Eligible Employees, except Employees in the classifications of Transit Operator,
24 Revenue Coordinator, Assigned PSR, Assigned CIS and Supervisor, shall be granted the thirteen
25 holidays specified in Section 8.4, as days off with eight hours holiday pay. An Employee, who is on
26 RDO or vacation on the day of observance, shall receive eight hours AC time to compensate for
27 holiday pay. An Employee who works on the day of observance, as part of their regular work
28 schedule, will receive eight hours holiday pay for such day and will receive AC time at the rate of

1 time and one-half for all time worked.

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

3 **SECTION 8.4 – DAYS OF OBSERVANCE**

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

8	New Year’s Day	Labor Day
9	Martin Luther King Junior Day	Veterans Day
10	Lincoln’s Birthday	Indigenous Peoples’ Day
11	Presidents’ Day	Thanksgiving Day
12	Memorial Day	Mark McLaughlin Day (Day
13	Juneteenth	after Thanksgiving)
13	Independence Day	Christmas Day

14 **SECTION 8.5 – PERSONAL HOLIDAY**

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

19 **B.** METRO must approve or deny the day selected. The following govern use of the
20 personal holiday:

21 **1.** When an Employee, other than a PTO, has not used their personal holiday
22 during a payroll year, the holiday will be converted to eight hours of vacation or ten hours of vacation
23 if they are working a regularly picked four forty (4/40) assignment. When a PTO has not used their
24 personal holiday during a payroll year, the holiday will be cashed out.

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

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

1 4. An Employee who is not entitled to holiday pay on a holiday as listed in
2 Sections 3 or 4 may take their personal holiday on such day.

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

5 D. A part-time Employee will receive personal holiday pay for their most recent
6 regular assignment when taking or cashing out a personal holiday.

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

9 ***SECTION 8.6 – SHIFT DIFFERENTIAL***

10 An Employee shall be paid on a holiday at the hourly rate paid for the shift they are working.

11 ***SECTION 8.7 – ELIGIBILITY***

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

14 1. be on the payroll the scheduled workdays immediately before and after the
15 holiday which may include Washington State Paid Family Medical Leave as described in Subsection
16 3 below; and

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

19 3. If an Employee is on protected Washington State Paid Family Medical
20 Leave on one of the days immediately before or after holiday, but they work the other day, they will
21 be eligible for the holiday pay.

22 4. If the Employee is on a continuous unpaid leave that includes the holiday,
23 they are not eligible for holiday pay.

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

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

28 2. not have received an unexcused absence on a scheduled workday

1 immediately before or after the holiday.

2 **ARTICLE 9: VACATION**

3 ***SECTION 9.1 – VACATION ENTITLEMENT***

4 A. Paid vacation accruals shall be granted to eligible Employees based upon straight-
5 time hours paid. Vacation accrual credit will be given to Employees for unpaid time off granted by
6 METRO to conduct official UNION business, except as limited by Article 10, Section 3.

7 B. Each Employee shall accrue vacation according to the applicable accrual rate, and
8 be subject to applicable maximum biweekly vacation accruals, per Paragraph F.

9 C. The applicable accrual rate for all Employees will be based upon months of active
10 service since the Employee's most recent date of employment with METRO.

11 D. Active service shall not include unpaid leaves of absence which exceed 30
12 consecutive calendar days.

13 E. Scheduled increases in the accrual rate will begin with the first biweekly pay
14 period following the completion of the necessary months of active service.

15 **F. Vacation Accrual Table**

16

17 1. Months of Active Service	18 2. Vacation Hours Accrued Per Paid Straight-Time Hour	19 3. Maximum Hours Per Biweekly Pay Period Based on 80 Hours	20 4. Maximum Hours Accrued Per Year	21 5. Maximum Days Accrued Per Year Based on 8 Hour Days	22 6. Maximum Hours at End of Payroll Year
23 Date of Hire	.0385	3.080	80	10	160
24 60	.0577	4.616	120	15	240
25 120	.0770	6.160	160	20	320
26 192	.0808	6.464	168	21	336
27 204	.0847	6.776	176	22	352
28 216	.0885	7.080	184	23	368
29 228	.0924	7.392	192	24	384
30 240	.0962	7.696	200	25	400
31 252	.1001	8.008	208	26	416
32 264	.1039	8.312	216	27	432
33 276	.1078	8.624	224	28	448

1	1. Months of Active Service	2. Vacation Hours Accrued Per Paid Straight-Time Hour	3. Maximum Hours Per Biweekly Pay Period Based on 80 Hours	4. Maximum Hours Accrued Per Year	5. Maximum Days Accrued Per Year Based on 8 Hour Days	6. Maximum Hours at End of Payroll Year
2	288	.1116	8.928	232	29	464
3	300	.1154	9.232	240	30	480

4
5
6
7 **G.** Each Employee shall be paid for accrued vacation to a maximum of eight hours
8 per day, except as provided elsewhere in this AGREEMENT.

9 **H.** Employees will accrue vacation each payroll period, and that vacation, along with
10 un-picked vacation, will be available for use as provided in this AGREEMENT and the practices of
11 the PARTIES.

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

14 **J.** Comprehensive leave eligible Employees may use vacation leave hours in the pay
15 period after they are accrued. Employees who leave County employment prior to successfully
16 completing their first six months of County service shall forfeit their vacation leave hours and are
17 excluded from the vacation payoff provisions contained in this AGREEMENT.

18 ***SECTION 9.2 – SCHEDULING VACATIONS***

19 **A.** METRO will arrange with Employees to take their vacations during the calendar
20 year at such time as will minimize the necessity of calling substitutes to carry on regular work. When
21 a holiday, that an Employee, except a PTO, normally would have received, falls within their vacation
22 period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article
23 8, in lieu of holiday pay. METRO shall arrange vacations for Employees on such schedules as will
24 least interfere with the function of the division; but which accommodate the desires of the Employees
25 to the greatest degree feasible.

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

28 ***SECTION 9.3 – SELECTION OF VACATIONS***

1 Procedures for use and selection of vacations are specified in individual Employee group
 2 Articles of this AGREEMENT. Unless otherwise provided in individual Employee group Articles,
 3 Employees may only pick vacation hours they have accrued at the time of the vacation pick.

4 ***SECTION 9.4 – VACATION PICK LIMITS***

5 A. All Operators may carry over vacation based on the following schedule:

6 Completed Calendar Years of Service	Maximum Hours Allowed To Not Pick
7 1 – 4	16
8 5 – 9	24
9 10 – 14	32
14 +	40

10 At pick, an Employee may elect not to select up to the number of hours contained in the table
 11 above. An Employee who desires to carry over vacation time must make their request at the time
 12 vacations are being scheduled.

13 B. For all Employees, the number of vacation hours at the end of the payroll year
 14 shall not exceed the maximum hours in Section 1.F Column 6 above.

15 C. Any vacation that is accrued in excess of the allowable carryover amounts in
 16 Article 9, Sections 1(F) Column 6 and 4(B) shall be considered “use it or lose it”. This means that
 17 any vacation hours in excess of the allowable hours, at the end of the payroll year, shall be forfeited
 18 and removed from the Employee’s vacation balance, except as provided in Article 16, Section 7,
 19 Paragraph F.

20 D. Except as otherwise provided in this AGREEMENT, an Employee desiring to use
 21 accumulated vacation which they have not picked may use it in single- or multiple-day increments
 22 with the prior approval of their immediate supervisor.

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

26 ***SECTION 9.5 – VACATION CASH OUT***

27 With the exception noted below for Customer Communications and Services, a full-time
 28 Employee who has accrued more than 80 hours of vacation in a year may elect to cash out a portion

1 of their vacation, provided they pick a minimum of 80 hours of vacation. During the first and second
2 vacation picks of the calendar year for an Employee's work unit, an Employee may elect to cash out a
3 yearly minimum of eight hours up to a yearly maximum of 60 hours of their current vacation balance.
4 Employees may elect to receive the cash out payment following each vacation pick, provided each
5 payment is of at least eight hours.

6 During the Spring or Fall Shake-up, Vehicle Maintenance Employees who pick vacation may
7 elect to cash out a yearly minimum of eight hours up to a yearly maximum of 60 hours of their
8 current vacation balance in a calendar year.

9 In Customer Communications and Services, a full-time Employee who has accrued more than
10 80 hours of vacation in a year may elect to cash out a portion of their vacation, provided they pick a
11 minimum of 80 hours of vacation. Once a year, during the November vacation pick, an Employee
12 may elect to cash out a minimum of eight hours up to a maximum of 60 hours in a calendar year.
13 Employees may elect to receive the cash out payment following the vacation pick and/or in the last
14 full payroll period of the year, provided each payment is of at least eight hours. Employees may only
15 cash out vacation available for use at the time of the cash out. At the November vacation pick,
16 METRO will notify each Employee of their vacation balance as of the last payroll before the pick,
17 and the amount they will have accrued as of the beginning of the payroll year.

18 ***SECTION 9.6 – VACATION PAY UPON EMPLOYEE TERMINATION***

19 Upon an Employee's termination or retirement from METRO, they shall be paid for all
20 accrued hours remaining in their vacation balance.

21 ***SECTION 9.7 – VACATION AFTER MILITARY LEAVE OF ABSENCE***

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

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

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

1 Employee upon return to METRO from military leave.

2 ***SECTION 9.8 – VACATION – UNION BUSINESS LEAVE***

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

9 **ARTICLE 10: LEAVES OF ABSENCE**

10 ***SECTION 10.1 – GENERAL***

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

20 ***SECTION 10.2 – BEREAVEMENT LEAVE***

21 A. Employees eligible for comprehensive leave benefits shall be granted up to five
22 days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a
23 member of the Employee’s immediate family. Leave must be taken within 18 months from the date
24 of the death.

25 B. Immediate family shall be defined as the Employee’s:

- 26 1. spouse or domestic partner,
- 27 2. legal guardian, ward, or any person whom the Employee has legal custody,
- 28 3. the following family members of the Employee, the Employee’s spouse, or

1 the Employee’s domestic partner:

2 a. a child,

3 b. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a
4 person who stood or stands in loco parentis),

5 c. a grandparent,

6 d. a child-in-law,

7 e. a grandchild, or

8 f. a sibling.

9 C. Employees who are not eligible for comprehensive paid leaves may be granted
10 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

11 D. When a holiday or regular day off falls during the leave, it shall not be charged as
12 bereavement leave.

13 E. Any additional paid leave may be approved by mutual agreement between the
14 County and the Employee.

15 F. An Employee on bereavement leave will be paid their regular rate of pay for days
16 on bereavement leave. Such pay shall be based on the Employee’s regular assignment to a maximum
17 of eight hours per day, except as provided in Article 13.

18 ***SECTION 10.3 – UNION BUSINESS***

19 A. Pay for time granted to an Employee for a leave of absence to conduct UNION
20 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT
21 relating to benefit costs, accruals and holiday eligibility shall remain in force for up to 30 consecutive
22 calendar days during any period an Employee is on UNION business leave. For UNION business
23 leave in excess of the 30 consecutive calendar days, no benefits shall accrue (i.e., vacation and sick
24 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
25 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
26 shall be included only if the Employee was on UNION business leave the day preceding and the day
27 after the RDO/holiday.

28 B. METRO may authorize compensation for UNION Executive Board Officers who

1 are performing work-related business.

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

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

9 E. If an Employee is granted a leave of absence, they will continue to accrue all types
10 of seniority, including vacation accrual credit, during the effective period.

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

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

17 ***SECTION 10.4 – JURY DUTY***

18 A. Upon receiving notification to report to serve on jury duty, jury panel or jury test,
19 an Employee shall immediately notify their immediate supervisor. If an Employee is used for jury
20 duty and submits proof of report for same, they shall receive time off with pay at their regular rate of
21 pay for their regular assignment, not to exceed eight hours per day for each day served.
22 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for
23 travel expenses may be retained by the Employee.

24 B. Any Employee, except for a PTO, excused from jury duty less than four hours after
25 their jury duty reporting time, shall promptly notify their immediate supervisor and may be required
26 to report back to work. An FTO may be required to report back to work a p.m. tripper. A Special
27 Classification, Vehicle Maintenance, CIO, PSO or Facilities Employee scheduled to work a shift
28 ending by 9:00 p.m. shall be required to report to work if there are at least four hours remaining in the

1 Employee’s regularly scheduled workday. An Employee also shall have at least twelve hours off
2 between the completion of their scheduled day’s assignment and reporting back to jury duty. If the
3 Employee must change clothes before reporting to work, the Employee and immediate supervisor
4 shall agree on a reasonable report time.

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

7 D. When a PTO is released from jury duty, they will notify their immediate
8 supervisor and may be placed on their regular assignment that day or any following day.

9 ***SECTION 10.5 – MILITARY LEAVE***

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

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

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

17 2. The Employee must present their orders for active training duty to their
18 immediate supervisor prior to taking such leave.

19 3. The Employee will be paid for those days they normally would be
20 scheduled to work during such leave up to a maximum of eight hours per day.

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

23 ***SECTION 10.6 – PARENTAL LEAVE***

24 A. Up to twelve weeks of paid parental leave shall be granted to Employees pursuant
25 to King County Code for the birth of an Employee’s child, the Employee’s adoption of a child or the
26 foster-to-adopt placement of a child with the Employee. In cases of adoption or foster-to-adopt
27 placement, leave must be taken within one year of the child’s birth or placement in the home.

28 B. In addition to the paid parental leave above, an Employee shall be granted a

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

10 ***SECTION 10.7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT***

11 As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee
12 may take up to a combined total of twelve weeks of leave for their own serious health condition (as
13 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster
14 care of a child, or for the serious health condition of an immediate family member (an Employee's
15 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section,
16 an Employee must have been employed by King County for twelve months or more and have worked
17 a minimum of 1,040 hours in the preceding twelve months. However, PTOs and Assigned
18 Employees shall be eligible for leave under this Section if they have been employed by King County
19 for twelve months or more and have worked a minimum of 510 hours in the preceding twelve
20 months. The leave may be continuous or intermittent.

21 ***SECTION 10.8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT***

22 **A.** An Employee may take up to a combined total of 18 weeks of paid or unpaid leave
23 for their own serious health condition (as defined by the King County Personnel Guidelines), or for
24 family reasons as provided for in Section 9, Paragraph A of this Article, within a twelve-month
25 period. To be eligible for leave under this Section, an Employee must have been employed by King
26 County for twelve months or more and have worked a minimum of 1,040 hours in the preceding
27 twelve months. However, PTOs and Assigned Employees shall be eligible for leave under this
28 Section if they have been employed by King County for twelve months or more and have worked a

1 minimum of 510 hours in the preceding twelve months. The leave may be continuous (consecutive
2 days or weeks), or intermittent (taken in whole or partial days as needed).

3 **B.** Intermittent leave is subject to the following conditions:

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

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

13 ***SECTION 10.9 – CONCURRENT RUNNING OF LEAVE***

14 Leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
15 concurrently to the extent permitted by all applicable laws. Leave taken under King County Family
16 Medical Leave, as described in Section 8, shall run concurrently with any other leaves that are
17 available under all applicable laws. Washington Paid Family Medical Leave will run concurrently
18 with the Federal Family Medical Leave and the King County Family Medical Leave.

19 ***SECTION 10.10 – WITNESS LEAVE***

20 **A.** Any Employee called as a witness on behalf of METRO during an investigation,
21 hearing, arbitration, or trial shall receive regular compensation.

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

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

27 ***SECTION 10.11 – ON-THE-JOB INJURY LEAVE***

28 **A.** Employees who take on-the-job injury (“OJI”) leave are expected to follow the

1 directives outlined in the King County “Workers’ Compensation - Employee Responsibilities”
2 policy, including but not limited to following all standard call-in procedures to report absences,
3 saying in touch with Safety & Claims and reporting when their medical provider has released them to
4 return to work, and reporting to work on the date they are released to return by their medical
5 provider.

6 **ARTICLE 11: SICK LEAVE**

7 ***SECTION 11.1 – ACCRUAL OF SICK LEAVE***

8 **A.** Comprehensive leave-eligible Employees shall accrue sick leave benefits at the rate
9 of 0.04616 hours for each hour in paid status, excluding overtime up to a maximum of 3.6928 hours
10 per bi-weekly pay period, unless additional leave is required by law. There shall be no limit to the
11 number of sick leave hours that an employee eligible for comprehensive leave benefits may carry
12 over from year-to-year.

13 **B.** Short-Term Temporary (STT) Employees shall accrue sick leave at the rate of
14 0.025 hours for each hour in pay status. STT Employees may carry over 40 hours of unused sick
15 leave to the following calendar year. At the end of the pay period that includes December 31, all
16 unused accrued sick leave over 40 hours will be forfeited. For STT Employees, separation for any
17 reason, including retirement, shall cancel all of the Employee’s accrued sick leave as of the date of
18 the separation, except as otherwise provided by law. If an Employee returns to County employment
19 within two years of the separation, the Employee’s previously accrued, unused paid sick leave will be
20 restored.

21 **C.** All Employees shall accrue sick leave from their date of hire.

22 **D.** An Employee is not entitled to use sick leave until after it appears in the
23 Employee’s sick leave bank. Medical verification shall not be required if an Employee has a partial
24 amount of sick leave banked to cover the day’s assignment.

25 ***SECTION 11.2 – PAYMENT OF SICK LEAVE***

26 **A.** Separation from or termination of County employment or layoff due to lack of
27 work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued
28 to leave-eligible Employees as of the date of separation or termination. Should an Employee return

1 to County employment within two years, accrued sick leave shall be restored.

2 **B.** Comprehensive leave-eligible Employees who have successfully completed at least
3 five years of County service and who retire as a result of length of service, or who terminate by
4 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an
5 amount equal to 35% of their unused, accumulated sick leave multiplied by the Employee's
6 classification base rate of pay in effect upon the date of leaving County employment, less mandatory
7 withholdings. Retirement as a result of length of service means an Employee is eligible, applies for
8 and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately
9 upon terminating County employment. If a retiree who cashes out their sick leave is rehired within 12
10 months, that Employee is entitled to restoration of the sick leave balance that was not cashed out. A
11 retiree who returns to work will not be entitled to any cash out of their restored sick leave balance
12 when they leave County employment.

13 ***SECTION 11.3 – EXHAUSTION AND RESERVE OF SICK LEAVE BALANCES***

14 **A.** If the injury or illness is compensable under the METRO's workers compensation
15 program, then the Employee has the option to augment or not augment wage replacement payments
16 with the use of accrued sick leave.

17 **B.** When sick leave is taken to care for a family member, the Employee shall choose
18 at the start of the leave whether the particular leave will be paid or unpaid; but when an Employee
19 chooses to take paid leave for family reasons, they may set aside a reserve of up to 80 hours of
20 accrued sick leave.

21 **C.** An Employee who has exhausted all of their sick leave may use accrued vacation
22 leave before going on a leave of absence without pay.

23 ***SECTION 11.4 – ACCEPTABLE USAGE OF PAID SICK LEAVE***

24 **A.** Paid sick leave may be used for the following reasons:

25 **1.** An absence resulting from the Employee's mental or physical illness, injury
26 or health condition; to accommodate the Employee's need for medical diagnosis, care or treatment of
27 mental or physical illness, injury or health condition; or for Employee's need for preventive medical
28 care.

1 2. To allow the Employee to provide care for a family member (definition
2 below) with a mental or physical illness, injury or health condition; for a family member who needs
3 medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or for
4 a family member who needs preventive medical care.

5 3. In the event the County facility an Employee works in is closed by order of
6 public official for any health-related reason, or when an Employee’s child’s school or place of care is
7 closed by order of a public official for a health-related reason;

8 4. For absences that qualify for leave under the Domestic Violence Leave Act,
9 Chapter 49.76 RCW. The intent of this law is to reduce domestic violence, sexual assault, and
10 stalking by enabling victims to maintain the financial independence necessary to leave abusive
11 situations, achieve safety, and minimize physical and emotional injuries, and to reduce the
12 devastating economic consequences of domestic violence, sexual assault, and stalking to employers
13 and Employees. This law was designed to allow victims of domestic violence, sexual assault, and
14 stalking to be able to recover from and cope with the effects of such violence and participate in
15 criminal and civil justice processes without fear of adverse economic consequences. The law was also
16 enacted to allow victims of domestic violence, sexual assault, or stalking to be able to seek and
17 maintain employment without fear that they will face discrimination;

18 5. For absences to increase the safety of the Employee or a family member
19 when the Employee or a family member has been a victim of trafficking under RCW 9A.40.100;

20 6. For family and medical leave available under federal law, state law or King
21 County ordinance; and

22 7. Employee’s exposure to contagious diseases and resulting quarantine.

23 **B.** For purposes of paid sick leave, “family member” means any of the following:

24 1. A child, including a biological, adopted or foster child, a stepchild or a child
25 to whom the Employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of
26 age or dependency status, or the child of the Employee’s domestic partner;

27 2. The parent of an Employee, Employee’s spouse or Employee’s domestic
28 partner. Parent includes: a biological parent; an adoptive parent; a de facto parent; a foster parent; a

1 stepparent; a legal guardian; or a person who stood or stands in loco parentis to the Employee,
2 Employee’s spouse or Employee’s domestic partner;

- 3 3. A spouse;
- 4 4. A domestic partner;
- 5 5. A grandparent;
- 6 6. A grandchild; or
- 7 7. A sibling.

8 ***SECTION 11.5 – COORDINATION OF SICK LEAVE AND WORKERS***

9 ***COMPENSATION***

10 A. An Employee injured on the job may not simultaneously collect sick leave and
11 workers’ compensation payments in a total amount greater than the net regular pay of the Employee,
12 though an Employee who chooses not to augment the Employee’s workers’ compensation time loss
13 pay through the use of sick leave shall be deemed on unpaid leave status.

14 B. An Employee who chooses to augment workers’ compensation payments with the
15 use of accrued sick leave shall notify the workers’ compensation office in writing at the beginning of
16 the leave. Absent such notification, sick leave will automatically be used to supplement such
17 payments except where prohibited.

18 C. An Employee may not collect sick leave and workers’ compensation wage
19 replacement pay for physical incapacity due to any injury or occupational illness that is directly
20 traceable to employment other than with the County.

21 ***SECTION 11.6 – PROCEDURES FOR USE OF SICK LEAVE***

22 A. METRO is responsible for proper administration of the sick leave benefits.
23 Employees must provide reasonable notice of an absence from work that qualifies for paid sick
24 leave. Such notice must not interfere with an Employee’s lawful use of paid sick leave.

25 B. If the need for sick leave is foreseeable, the Employee must provide at least ten
26 calendar days’ notice, or as early as practicable, to the Employee’s supervisor or designee in advance
27 of the sick leave. If possible, notification should include the expected duration of the absence.

28 C. For unforeseeable absences, the Employee must contact the Employee’s supervisor

1 or designee as soon as possible prior to the start of the Employee's work shift. As a best practice, and
2 if circumstances allow, an Employee should provide notice as soon as the Employee learns of the
3 need for paid sick leave. If it is not practicable for the Employee to give timely notice, the Employee
4 may ask someone to provide notice on their behalf. If possible, the notification should include the
5 expected duration of the absence.

6 **D.** If an Employee is taking sick leave for domestic violence related reasons and
7 advance notice cannot be given because of an emergency of unforeseen circumstances due to the
8 domestic violence, the Employee or the Employee's designee must give notice no later than the end
9 of the first day that the Employee takes such leave.

10 ***SECTION 11.7 – VERIFICATIONS***

11 **A.** A supervisor will not require an Employee to provide a medical verification of a
12 paid sick leave absence until the Employee has been on leave for more than five consecutive work
13 days. The verification should not reference the Employee's medical condition, unless otherwise
14 required by law, but must confirm that the absence was for an authorized purpose.

15 **B.** If the verification request results in an unreasonable burden or expense on the
16 Employee, the Employee and the Employee's supervisor will meet and discuss alternatives to
17 providing the verification.

18 **C.** If an Employee is taking paid sick leave for domestic violence reasons, the
19 Employee must provide verification of the need for leave by providing the Employee's supervisor
20 with a police report indicating that the Employee or the Employee's family member was a victim of
21 domestic violence; a court order or other evidence from the court or the prosecuting attorney that the
22 Employee or the Employee's family member appeared or is scheduled to appear in court in
23 connection with a domestic violence incident or the Employee's written statement that the Employee
24 or the Employee's family member is a victim of domestic violence and that the leave was taken for a
25 reason stated in RCW 49.76.030.

26 **D.** An Employee has 10 calendar days from the first day of paid sick leave to provide
27 verification to the Employee's supervisor.

28 ***SECTION 11.8 – ADDITIONAL PROVISIONS RELATING TO SICK LEAVE***

1 **A.** Absences for sick leave must be reported at least 30 minutes before the Employee
2 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
3 report will be considered unexcused. However, if an Employee is incapable of complying with these
4 requirements to timely report based on a condition listed in Article 11, they will be excused if the
5 request is properly submitted.

6 **B.** The ability to work regularly is a requirement of continued employment.

7 **C.** Each Employee must sign an annual acknowledgment of sick leave policy. The
8 form confirms that the Employee’s absence is for a reason permitted by Article 11, Section 4,
9 Paragraph A, and that the Employee understands use of sick leave in a manner inconsistent with
10 Article 11, Section 4, Paragraph A constitutes a falsification of a sick report, which is a major
11 infraction per Article 4, Section 3. An Employee who refuses to sign the annual acknowledgment of
12 sick leave policy shall receive an unexcused absence for each day or partial day of absence for which
13 there is no signed certification.

14 **D.** METRO may require medical verifications in the following circumstances (in
15 addition to those verifications that are needed to conform with federal or state leave laws) whenever:

- 16 **1.** An Employee is absent for more than five consecutive workdays, or
17 **2.** An Employee has insufficient accrued sick leave to cover an absence for a
18 reason permitted by Article 11, Section 4, Paragraph A and requests use of AC time, vacation or
19 unpaid leave, or

20 **E.** When a medical verification is required, it shall be on a medical report acceptable
21 to METRO, from a licensed practitioner.

22 **F.** The cutoff time for Transit Operators calling to be removed from the sick list is
23 10:00 a.m. Should an Operator report sick after 10:00 a.m., they may retain their following day’s full
24 assignment by calling off the sick list at least one hour prior to the start of the next day’s full
25 assignment, or prior to 10:00 a.m., whichever comes first.

26 **G.** A full-time Employee who is receiving Workers’ Compensation supplemental
27 benefits for an occupational injury shall not be entitled to receive payment for sick leave, except as
28 provided in Article 12, Section 8. An Employee will continue to accrue sick leave on straight-time

1 hours missed, up to a maximum of 90 workdays for each industrial injury.

2 **H.** A full-time Employee who is sick on a holiday shall receive holiday pay in lieu of
3 sick leave.

4 **I.** A part-time Employee who is sick on a paid holiday as specified in Article 8,
5 Section 2, shall receive holiday pay in lieu of sick leave.

6 **J.** After all accrued sick leave has been exhausted, AC time may be used for an illness
7 when a medical statement, acceptable to METRO, has been submitted verifying that the Employee
8 was unable to perform the duties of their position.

9 ***SECTION 11.9 – PROCESS FOR REQUESTING SICK LEAVE***

10 **A.** An Employee, who calls in sick less than 30 minutes before their report time, will
11 be put on the sick list and will be given an unexcused absence. However, if an Employee is incapable
12 of complying with these requirements to timely report based on a condition listed in Article 11, they
13 will be excused if the request is properly submitted.

14 **B.** An Employee may make a written request to their immediate supervisor, within
15 five workdays of the Employee’s return to work for unpaid leave, to change the unexcused absence to
16 an excused absence. The immediate supervisor shall determine whether the circumstances warrant a
17 change from an unexcused absence. However, the unexcused absence will be excused in all cases
18 where the Employee received medical treatment and was unable to report the absence as required.

19 ***SECTION 11.10 – FITNESS FOR DUTY***

20 **A.** When METRO believes that an Employee who has reported for work appears
21 unable to work due to a medical condition, the Employee will be sent home. METRO will put the
22 Employee on Paid Administrative Leave (PAL) for the day in order to allow the Employee to visit a
23 medical provider for an assessment of fitness for duty.

24 **B.** When an Employee is under disciplinary investigation, METRO may, at its
25 discretion, place the Employee on Paid Administrative Leave (PAL). During this time, if the
26 Employee presents medical information that disqualifies the Employee from being able to work,
27 METRO will place the Employee on medical leave (paid or unpaid, depending on their rights under
28 this Article).

1 **ARTICLE 12: BENEFITS**

2 ***SECTION 12.1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM***

3 ***DISABILITY BENEFITS***

4 A. All full-time Employees, Full-Time Transit Operator Trainees, part-time and
5 assigned Employees who are regularly scheduled to work half time or more, and their dependents
6 will be covered by the medical, dental, vision, life, and long-term disability plans as described in
7 MOA 410U0422, which appears as Exhibit E. King County shall make the following contributions
8 on behalf of the Employer to the insured benefits plans:

9 2023: \$1,600 per Employee per month.

10 2024: \$1,629 per Employee per month.

11 2025: King County shall make contributions on behalf of the Employer to the insured
12 benefits plans for 2025 as determined in 2025 benefits negotiations.

13 B. METRO will not make unilateral changes to existing benefits.

14 C. An Employee will be eligible for the insurance benefits on the first calendar day of
15 the month following their hire date or the day after their qualification date, whichever is the later
16 date. However, if the later date is the first calendar day of the month, the Employee will be eligible
17 for the insurance benefits on that date.

18 D. Full-Time Transit Operator Trainees will be eligible for benefits on the first
19 calendar day of the month following their date of hire. However, if the later date is the first calendar
20 day of the month, the Employee will be eligible for the insurance benefits on that date.

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

24 F. For the purposes of this AGREEMENT, “half-time” shall mean 20 paid hours per
25 week. Eligibility requirements for part-time and on-call Employees will be defined by policy
26 mutually developed and agreed by the PARTIES.

27 ***SECTION 12.2 – MEDICAL BENEFITS – PART-TIME AND ASSIGNED EMPLOYEES***
28 ***(LESS THAN HALF-TIME)***

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

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

10 ***SECTION 12.3 – MEDICAL BENEFITS – RETIREES***

11 A. Employees who retire from County service and who elect an ATU benefits plan
12 upon retirement shall be eligible for a medical premium subsidy, as provided under Section 2 below,
13 provided they meet the following terms and conditions:

- 14 1. The Employee retires from service with the County during the term of this
15 Agreement; and
16 2. The Employee is covered by King County benefits on their last day of
17 employment; and
18 3. The Employee is not eligible for Medicare.

19 B. The medical premium subsidy shall be the COBRA rate for each offered medical
20 plan (e.g., PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren),
21 retiree and full family).

22 ***SECTION 12.4 – DENTAL AND VISION INSURANCE – PART-TIME EMPLOYEES***
23 ***(LESS THAN HALF-TIME)***

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

1 eligibility date or during any annual open enrollment period thereafter.

2 ***SECTION 12.5 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT***

3 METRO provides, for all Employees, special coverage in the event of a felonious assault
4 under the County’s Accidental Death and Dismemberment Insurance benefit, as developed by the
5 PARTIES. METRO will maintain an Employee’s Family Benefit package for eligible dependents for
6 a period of nine (9) months following the death of any Employee killed in the line of duty.

7 ***SECTION 12.6 – PERSONAL PROPERTY LOSS BENEFIT***

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

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

11 and,

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

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

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

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

Item	Maximum Value
Watch	replacement value up to \$55.00
Uniform clothing	replacement
Wallet	replacement value up to \$25.00
Bag, Purse or Backpack	replacement value up to \$55.00
Driver’s License	replacement
Employee Transit Pass	replacement
Prescription Eyeglasses	replacement value up to \$300.00
Cell phone	replacement value up to \$150

1 **SECTION 12.7 – TRANSIT PASS**

2 Each current Employee is eligible for an annual transit pass. Each retired Employee is
3 eligible for a Metro transit pass.

4 **SECTION 12.8 – WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE**

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

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

12 1. METRO will provide an amount which, when added to the state-prescribed
13 payment and any alternative work wages, maintains the percentage set forth below of the Employee’s
14 net pay, based on 80 hours times their hourly rate minus any mandatory deductions per pay period.
15 The percentage shall be as follows:

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

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

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

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

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

- 28 1. Notify METRO’s Workers’ Compensation Office if unavailable for more

1 than 24 hours during a Monday through Friday period.

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

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

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

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

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

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

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

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

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

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

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

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

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

12 ***SECTION 12.9 – LEGAL DEFENSE***

13 Whenever an Employee is named as a defendant in civil action arising out of the performance
14 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
15 shall, consistent with King County Code (KCC) 2.21.050 et seq., , furnish counsel to represent such
16 Employee to a final determination of the action, without cost to such Employee.

17 ***SECTION 12.10 – COMMERCIAL DRIVER LICENSE***

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

21 ***SECTION 12.11 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

22 Medical examinations that are required for the purpose of obtaining or maintaining a
23 Commercial Driver License for current Employees, if the position is required to have a CDL, will be
24 paid for by Metro through an occupational health vendor, or vendors, that have been selected by King
25 County. There shall be no cost to Employees, provided that Employees use King County's
26 occupational health vendor(s).

27 ***SECTION 12.12 – GENERAL CONDITIONS***

28 **A.** Benefit premiums paid by an Employee shall be deducted in equal installments

1 from the first and second paycheck of every month.

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

4 **C.** METRO shall not make its monthly contribution for medical, dental, group life
5 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence
6 or other unpaid status for 30 consecutive calendar days or more, except as provided by applicable
7 family medical leave laws or Article 10, Section 3, Paragraph B.

8 ***SECTION 12.13 – ACCUMULATED COMPENSATORY TIME***

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

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

15 **C.** AC time in excess of 80 hours shall be paid in cash at the end of each pay period.
16 All banked AC time shall be paid in cash in the last full pay period of the year.

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

21 **E.** By written request, an Employee may cash out any portion of their AC bank,
22 provided they cash out at least eight hours. Payment will be made as part of the next possible payroll
23 following METRO’s receipt of the request.

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

26 ***SECTION 12.14 – RETIREMENT ACKNOWLEDGEMENT***

27 Upon retirement, METRO will authorize the expenditure of up to \$100 per Employee for the
28 purpose of acknowledging that Employee’s service to the citizens of King County. The Employee

1 shall choose the form of acknowledgement from two options: either a celebration, including
2 refreshments, at the worksite or a luncheon with the Employee’s immediate supervisor. In addition,
3 each retiring Employee shall receive a METRO bus stop sign with their name imprinted upon it.

4 **ARTICLE 13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

5 ***SECTION 13.1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES***

6 A. An “Alternative Workweek Employee” shall mean a regular full-time Employee
7 whose regular assignment is not eight hours per day, five days per week.

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

11 C. METRO and the UNION may define other types of Alternative Workweek
12 Employee statuses, such as but not limited to 9/80, 8/10 six-off, or 5-3/10 four-off, schedules, and
13 will amend this Article as needed to address issues concerning the hours of Employees who work on
14 these new schedules. Employees in non-exempt positions are ineligible to participate in a regular
15 alternative work schedule that allows over 40 hours of work in any given seven-day FLSA
16 workweek.

17 D. Each Alternative Workweek Employee shall be subject to the provisions of this
18 Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

19 ***SECTION 13.2 – REGULAR DAYS OFF***

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

22 ***SECTION 13.3 – HOLIDAYS***

23 1. Each 4/40 Employee shall be granted the same holidays as other Employees in their
24 classification.

25 2. An Employee who is scheduled to work on the day of observance and who does not
26 work: Shall receive 10 hours of holiday pay.

27 3. An Employee who is scheduled to work on the day of observance and who performs
28 work: Shall receive 8 hours of AC time, to compensate for holiday pay, plus pay at the applicable

1 holiday rate for all time worked.

2 4. An Employee who is on an RDO on the day of observance and does not work: Shall
3 receive 8 hours of AC time to compensate for holiday pay.

4 5. An Employee who is on an RDO on the day of observance but performs work: Shall
5 receive 8 hours of AC time to compensate for holiday pay plus pay at the applicable holiday rate for
6 all time worked.

7 6. An Employee who is on vacation on the day of observance: Shall receive 8 hours of
8 AC time to compensate for holiday pay and will use 10 hours of vacation pay.

9 ***SECTION 13.4 – PERSONAL HOLIDAY***

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

12 ***SECTION 13.5 – VACATION AND AC TIME***

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

15 ***SECTION 13.6 – BEREAVEMENT LEAVE***

16 A. 4/40 Employees eligible for comprehensive leave benefits shall be granted up to
17 four days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a
18 member of the Employee’s immediate family, as defined in Article 10, Section 2, Subsection B.
19 Leave must be taken within 18 months from the date of the death.

20 B. Employees who are not eligible for comprehensive paid leaves may be granted
21 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.
22 When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.
23 Any additional paid leave may be approved by mutual agreement between the County and the
24 Employee. An Employee on bereavement leave will be paid their straight-time rate of pay for days
25 on bereavement leave. Such pay shall be based on the Employee’s regular assignment to a maximum
26 of ten hours per day.

27 ***SECTION 13.7 – JURY DUTY/MILITARY LEAVE***

28 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive their

1 regular rate of pay for ten hours for each regularly scheduled workday served on jury duty or military
2 leave, respectively. An Employee may be required to revert to a work schedule of eight hours per
3 day, five days per week for each pay week in which the leave is taken.

4 ***SECTION 13.8 – SICK LEAVE***

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

7 ***SECTION 13.9 – DISABILITY***

8 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
9 disability according to hours normally scheduled to work. For any full weeks of disability, such
10 Employee shall be considered as if they are an eight hour per day, five day per week Employee.

11 ***SECTION 13.10 – OVERTIME***

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

15 ***SECTION 13.11 – SHIFT CHANGE NOTIFICATION***

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

18 **ARTICLE 14: RATES OF PAY**

19 ***SECTION 14.1 – WAGE RATES AND WAGE PROGRESSIONS***

20 A. Effective on the start of the pay period that includes August 5, 2023, the top hourly
21 wage rates for each job classification will be as shown in Exhibit A. The wages in Exhibit A reflect a
22 7.17% increase from the expiration of the prior collective bargaining agreement, which is derived
23 from the cost of living formula in Section 14.2 below. Additionally, a one-time payment of 9.0% of
24 eligible earnings for paid hours worked between 10/29/22 to 8/4/23 will be paid to each bargaining
25 unit Employee. Examples of non-eligible earnings include, but are not limited to, adjusted earnings
26 for prior periods outside the 10/29/22 to 8/4/23 period, grievance settlements, prior retroactive
27 payments for compensation outside the 10/29/22 to 8/4/23 period, tool allowances, fixed rate pay
28 premiums that have not increased, L&I payments, and hours coded as no pay or as absent without

1 leave.

2 **B. Wage progressions are as follows:**

3 **1.** Except for Revenue Coordinators, Leads, Trainees, Equipment Dispatchers,
4 SEPs, Assistant USWs, Supervisors and Supervisors-in-Training. Each job classification will have
5 five step increments as follows: first step will be 70% of the top rate of the classification; upon
6 completion of twelve months, the second step will be 80%; upon completion of the next twelve
7 months, the third step will be 90%; upon completion of the next six months, the fourth step will be
8 95%; and upon completion of the next six months, the fifth step will be 100%. A new hire starts at
9 the first step. However, a new hire or an Employee who is promoted in the position of Transit
10 Custodian I, Transit Custodian II, Utility Laborer, Facilities Maintenance Worker, Mechanic,
11 Maintenance Painter, Maintenance Machinist, Metal Constructor, Millwright, Maintenance
12 Constructor, Sheet Metal Worker, Electronic Technician, Equipment Painter, Carpenter, Vehicle
13 Upholsterer, Building Operating Engineer, or Transit Radio and Communication Systems Specialist
14 may start at the 90% rate if METRO determines that they are a fully qualified individual. METRO
15 will be solely responsible for determining whether a new hire is a fully qualified individual in the
16 classifications noted above. If METRO so determines, the Employee may be hired at the 90% rate.

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

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

26 **4.** A PTO who is selected for an FTO position will retain their part-time wage
27 step and will be given appropriate wage progression credit for part-time service, provided there is no
28 more than a two day break in service. Such credit shall be calculated by giving credit for the period

1 of time worked in that step and applying that period to the full-time qualification date.

2 5. SEPs and Assistant USWs will have five step increments as follows: first
3 step will be 80% of the top rate of the classification; upon completion of twelve months, the second
4 step will be 85%; upon completion of the next twelve months, the third step will be 90%; upon
5 completion of the next six months, the fourth step will be 95%; and upon completion of the next six
6 months, the fifth step will be 100%.

7 C. An Employee who is promoted into a classification with a higher top-step hourly
8 rate shall be placed at the lowest step in the salary schedule for the new classification which results in
9 an increase of at least 5%. Thereafter, a promoted Employee shall progress to any subsequent wage
10 steps based on completion of the required service periods. Service in the new classification on a
11 temporary upgrade status prior to promotion shall not be counted toward progression on the schedule.
12 Employees who transfer to a position assigned the same top-step hourly rate shall be placed at the
13 step of the new pay range that the Employee received before the transfer. An Employee who
14 transfers, shall receive wage progression credit from their previous position applied to their new
15 position, based on completion of the required service periods and any portion there within.

16 ***SECTION 14.2 – GENERAL WAGE INCREASES***

17 A. In addition to the wage increase for August 5, 2023 set out in Article 14.1.A,
18 there will be two cost-of-living adjustments payable on the start of the pay period that includes
19 November 1, 2023, and effective on the start of the pay period that includes November 1, 2024. The
20 top hourly wage rates for each job classification as shown in Exhibit A will be adjusted to reflect an
21 annual cost-of-living adjustment (COLA) derived from the formula below. COLA adjustments will be
22 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the
23 Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All
24 Items, base period 1982-84=100) (CPI-W) through June of the year in which the COLA will be
25 applied. For example, the wage adjustment for November 1, 2023, shall be calculated as the average
26 of the year-over-year percentages from the August 2022, October 2022, December 2022, February
27 2023, April 2023, and June 2023 values of the CPI-W.

28 A year-over-year change means the percentage change in the CPI-W for that measurement

1 compared to the CPI-W for the same month the prior year. For example, the June 2023 year-over-
2 year change is the percentage change in the June 2023 CPI-W compared to the June 2022 CPI-W.

3 Regardless of the result calculated using this formula, the annual COLA effective on the start
4 of the pay period that includes 11/1/23 shall not be more than 6% and shall not be less than 2%.

5 Regardless of the result calculated using this formula, the annual COLA effective on the start of the
6 pay period that includes 11/1/24 shall not be more than 4% and shall not be less than 2%.

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

10 ***SECTION 14.3 – TLT HIRED AS CAREER SERVICE EMPLOYEE***

11 A Term-Limited Temporary (TLT) Employee who is separated from METRO and
12 rehired as a Career Service Employee within one year into the same classification they left, will
13 receive wage progression credit and vacation service credits for time served as a Term-Limited
14 Temporary (TLT) Employee. All forfeited sick leave will be reinstated.

15 ***SECTION 14.4 – FLSA REQUIREMENTS AND CONTRACTUAL OVERTIME***

16 **A.** All applicable non-overtime premiums received (e.g., spread pay and student pay)
17 will be added into an Employee’s total compensation for the calculation of the “FLSA regular rate of
18 pay”. When this AGREEMENT refers to “straight-time pay” or “straight-time rate of pay”, this term
19 shall be defined as an Employee’s hourly classification base rate of pay, plus any applicable hourly
20 pay premiums that are contractually required to be included. “Classification base rate of pay” shall be
21 defined as the base classification pay, as outlined in Section 14.1 and Exhibit A, not to include any
22 premium pays or differentials.

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

27 **C.** “Contractual overtime” shall be paid to Employees for all overtime hours worked,
28 as consistent with the overtime provisions in this AGREEMENT, at the Contractual Overtime Rate in

1 effect at the time the overtime work is performed. The Contractual Overtime Rate for each overtime
2 hour worked shall be one and one-half times the combined amount of the Employee’s hourly
3 classification base rate of pay, plus any applicable hourly pay premiums in effect at the time the
4 overtime is worked that are contractually required to be included when calculating the Contractual
5 Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any
6 overtime hours worked, the Employee shall be paid the higher rate of pay pursuant to the FLSA.

7 ***SECTION 14.5 – DEMOTION***

8 Employees who accept voluntary demotion, or who accept a demotion into a lower paid
9 UNION position because of poor health or other compelling reasons, as mutually agreed by the
10 PARTIES, will be placed at a wage step within the new position’s wage range which most closely
11 matches the Employee’s wage in their former wage range, but does not exceed the classification base
12 rate of pay, excluding any pay premiums, received by the Employee in their former classification.

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

14 ***SECTION 15.1 – DEFINITION OF EMPLOYEES***

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

23 B. There will be four kinds of FTOs:

24 1. A “Regular Operator” shall mean an FTO who picks runs as defined in
25 Article 15.4 as a work assignment for their eight or ten-hour guarantee.

26 2. A “Report Operator” shall mean an FTO who picks report assignments for
27 their eight hour guarantee.

28 3. An “Extra Board Operator” shall mean an FTO who picks the Extra Board

1 or Report and works all assignments placed on the Extra Board for their eight-hour guarantee.

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

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

8 1. A Group D Operator will be paid their normal hourly rate. A Group D
9 Operator may select a position on the Extra Board with restricted availability of days and times.

10 2. Group D Operators will be eligible for the benefits and conditions of regular
11 PTOs. However, Group D Operators who have not reached the top of the FTO salary schedule shall
12 continue to progress through the salary schedule as FTOs.

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

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

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

20 6. A Group D Operator who selects a position on the Extra Board:

21 a. Must declare their intention to pick a Group D Extra Board position
22 14 calendar days prior to the first day of FTO pick.

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

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

- 1 d. Must meet Extra Board Operator qualification requirements.
- 2 e. Shall be assigned from surplus work by Group D seniority before
- 3 any Additional Tripper List (“ATL”) or overtime assignments are made.

4 7. Group D will be administered according to guidelines mutually developed
5 and agreed by the PARTIES.

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

9 D. “Loader” shall refer to an FTO who picks, or is assigned on the Extra Board, the
10 task of collecting/checking fares; but who does not drive the conveyance for which the fares are used.

11 ***SECTION 15.2 – FULL-TIME GUARANTEES***

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

13 B. METRO will not reduce the number of FTOs below 1,223. In the event of a
14 layoff, all PTOs shall be laid off prior to the layoff of any FTO, provided that for every two PTOs
15 laid off due to a substantial reduction of funds or ridership, METRO may, at its discretion, reduce the
16 daily guarantee of one FTO position to five hours. Any PTO who has prior status as an FTO and who
17 is laid off will go to the layoff list, not to an FTO position. FTOs will pick reduced-guarantee work
18 by seniority in the normal FTO pick process. FTOs selecting reduced-guarantee work will have two
19 consecutive RDOs and will pick an assignment with a guaranteed paid time of five hours for each of
20 their regular work days. FTOs selecting a reduced-guarantee position will be paid at the overtime
21 rate for all time worked in excess of eight hours in a day and for all time worked in excess of 40
22 straight-time hours in a workweek. If METRO lays off PTOs and exercises its ability to create 5-
23 hour FTO positions, the 5-hour FTO positions will be posted as 5 work day, 2 RDO blocks at the
24 FTO pick for all FTOs to pick, as a block, during the regular FTO pick process. If, during the course
25 of a shake-up, METRO recalls any PTOs from the layoff list or hires any additional PTOs, METRO
26 will not discontinue the 5-hour FTO blocks until the end of the shake-up. Nothing herein shall be
27 construed as giving METRO the authority to reduce any other right or benefit of affected FTOs.
28 Reinstatement of the eight-hour daily guarantee shall be in seniority order on the same one-for-two

1 basis as the reduction, when the PTO positions vacated by the layoff are filled.

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

4 D. The total number of FTOs will be at least 69% of the total number of Transit
5 Operators. When calculating the percentage of the total number of Transit Operators, each Operator
6 will be counted as one Transit Operator, including Extra Board, Report Operators, and DTA
7 Operators.

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

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

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

12 H. For 500 day base units, the minimum number of full-time runs shall be 843. For
13 every day base unit above or below 500, the minimum number of full-time runs will increase or
14 decrease by one respectively. "Day base units" shall mean the number of coaches operating
15 regularly-scheduled service at noon each weekday or Saturday.

16 I. The Extra Board will be worked only by FTOs.

17 ***SECTION 15.3 – GENERAL CONDITIONS***

18 A. Each Operator will sign in for their work. When an Operator does not sign in on
19 time, the Supervisor on duty will notify the appropriate Report Operator to take the assignment.

20 B. The Base Dispatcher/Planner may use their judgment as to which Operator to use
21 in an emergency.

22 C. Any Operator not being relieved when arriving at the relief point will call the
23 Coordinator and inform them that no relief Operator is present. If the Operator does not wish to
24 continue working, they shall follow the procedures set forth herein. If the coach is inbound the
25 Operator will operate to Pine Street going northbound, to Main Street going southbound, or to Third
26 Avenue going westbound or eastbound, then return to the base. If the coach is outbound with
27 passengers, the Operator will continue to the terminal if the round trip back to the relief point is less
28 than one and one-half hours. If the round trip back to the relief point is more than one and one-half

1 hours, METRO must dispatch a car with a relief Operator and must return the relieved Operator to
2 the base. Coaches which do not operate through the Seattle central business district will be governed
3 by the one and one-half hour rule.

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

6 **E.** During a shakeup, the start or quit time of an FTO’s assignment may be altered by
7 up to 30 minutes. An assignment may be altered by more than 30 minutes if all Operators regularly
8 assigned to that route/run agree to the alteration. Pay time will be adjusted based on the alteration.

9 **F.** If an FTO loses an RDO because of a change in schedule, they will be given time
10 off to compensate for such day. No FTO may have more RDOs in any pay period than they would
11 have received had no change of schedule been made.

12 **G.** The cutoff time to be removed from the day off book is 10 a.m. the day prior.

13 **H.** At each pick, an Operator may indicate their preference regarding training
14 assignments. METRO will attempt to accommodate an Operator’s preference when assigning
15 students; however, any Operator may be given a training assignment if necessary. Trainees shall
16 drive during all training assignments unless METRO or the instructing Operator determines that
17 safety would be jeopardized.

18 **I.** METRO shall provide a guaranteed scheduled break of at least eight-minutes or
19 12% of the scheduled trip time, whichever is greater, after each revenue trip, except when:

- 20 **1.** The revenue trip is less than 15 minutes long, or
21 **2.** The revenue trip is the last revenue trip before the coach returns to the base,
22 or
23 **3.** The revenue trip is live-looped or through-routed, in which case the
24 guaranteed scheduled break shall not be less than 12% of the previous two trips, or
25 **4.** The layover has been reduced by mutual agreement of the PARTIES.

26 METRO shall include and separate the amount of time provided for deadheading and layover
27 between each trip (unless deadheading or layover is not required) on Operator run cards.

28 **J.** When circumstances beyond the Operator’s control result in less than seven

1 minutes layover in the previous two hours, the Operator shall be entitled to a guaranteed thirteen-
2 minute break at the next outer terminal, except on their last trip, provided the Operator attempts to
3 notify the Coordinator.

4 **K.** In order to provide reasonable breaks, METRO shall schedule at least one 15-
5 minute guaranteed layover in assignments over five hours in length; METRO shall schedule either an
6 additional guaranteed 15-minute layover or one guaranteed 30-minute layover in assignments over
7 eight hours in length. These guaranteed layovers will not be scheduled within the first or last hour of
8 an assignment. All guaranteed breaks/layovers shall be printed on run cards.

9 **L.** When an Operator working an assignment finds it does not provide the guaranteed
10 break time, the Operator should notify METRO of such by filing an Operator Service and Facility
11 Report. METRO will review all reports that are submitted by Operators. METRO agrees to review
12 routes or assignments identified by Operators as problematic and will address routes that have a
13 pattern of insufficient break time.

14 **M.** Guaranteed breaks and layovers shall be administered as follows: If an Operator
15 will miss or has missed all or part of their scheduled break, they will notify the Coordinator via the
16 Driver Display Unit (DDU) that they are taking a guaranteed break. Upon completion of the break,
17 the Operator will notify the Coordinator thru the DDU that they have returned to service. If an
18 Operator needs more than the guaranteed scheduled time to use a comfort station, they shall be
19 guaranteed reasonable time to do so. No Employee shall be disciplined for informing the
20 Coordinator that they are taking a guaranteed scheduled break in accordance with this
21 AGREEMENT.

22 **N.** "Length" equals report, travel and platform time, but does not include bonus time.

23 **O.** "Piece of Work" means a portion or all of an assignment that starts with a pullout
24 or road relief and ends with the next pull-in or road relief period.

25 **P.** An Operator who chooses to forego a guaranteed break shall not be entitled to
26 additional pay for the missed break.

27 **Q.** An Operator may voluntarily install/remove chains if needed.

28 **R.** When a Sunday schedule is operated on a holiday, an Operator who has picked a

1 Sunday run and whose regular workday falls on the holiday will work their Sunday run. A Regular
2 Operator on a regular workday without a Sunday run shall have the day off at holiday pay.

3 S. Each day at each base, METRO guarantees that for every 40 FTOs normally
4 scheduled to work on that day at that base, rounded to the nearest 40, one FTO from the day off book
5 shall be excused from their assignment. However, the guarantee shall be a minimum of one each day
6 for any base with FTOs and for the System Board. These guarantees shall not apply in the case of an
7 extreme emergency. Priority for both guaranteed and non-guaranteed spots will be given to those
8 Operators with AC or vacation hours sufficient to cover the requested time off. For Christmas Day,
9 METRO and the UNION will jointly conduct a drawing at each base and for the System Board to
10 determine which Operators will be excused. In addition to the minimum number of guaranteed
11 System Board slots, System Board Operators will be included in the base draw for non-guaranteed
12 slots at their base of assignment.

13 T. Separate day off books for FTOs and PTOs will be maintained at each base. There
14 will be a separate day off book for System Board Operators.

15 1. Once the minimum guarantees are met, the number of additional PTOs
16 excused on a particular day shall not be greater than the number of additional FTOs excused on that
17 same day.

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

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

22 U. All assignments shall be completed within a maximum 16-hour spread. Such
23 spread will begin with the start time of the first assignment following at least eight continuous hours
24 off.

25 V. When an Operator presents a valid medical restriction which prevents operation of
26 the equipment or in the facility of their assignment, METRO will work with the UNION to find a
27 mutually agreeable alternate assignment for the remainder of the shake-up. If METRO wishes to
28 change the coach type on a picked assignment to a type that a Regular Operator of that assignment is

1 restricted from operating, METRO must find an alternate assignment that is agreeable to both the
2 Operator and the UNION. In cases where no agreement can be reached, METRO will not change the
3 coach type.

4 **SECTION 15.4 – RUNS**

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

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

8 **2.** A run combination or “combo” will consist of two or three pieces of work
9 associated with a single duty number which are at least seven hours and eleven minutes in total work
10 time, including platform, report and travel time, and which are within a spread time of 13 hours.
11 Spread time shall be paid after ten (10) hours. Combos with more than one split will be paid straight-
12 through for the lesser split. Any combo with a split of twenty-nine (29) minutes or less will be paid
13 straight-through and classified as a straight run. Combos which quit after 8:00 p.m. shall be paid
14 straight-through and classified as a straight run.

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

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

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

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

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

24 **G.** Full Time combos shall not exceed 6% of all weekly assignments. The count of
25 combos must be equal to or greater than the count of DTAs, not including split work in the PTO 4-
26 Day Work Week duty type.

27 **H.** There shall be no picked combos (as defined in Article 15.4.A.2) on Saturdays
28 and Sundays.

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

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

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

7 L. Open runs and combos may be broken into trippers on the same day in order to
8 allow METRO to fill all work.

9 ***SECTION 15.5 – OPERATOR PICKS***

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

12 B. FTOs will have two system-wide picks, at least 20 weeks apart. METRO will use
13 Operators, Operations administrative staff and a minimum of two First Line Supervisors at the pick.
14 The UNION will be responsible to pay staff of the UNION Representative table only. All established
15 practices and procedures for the Operator picks shall be observed through this AGREEMENT. Work
16 assignments will be selected at the pick for the following shake-up period. The PARTIES agree to
17 discuss the benefits of continuing the format used for picks and to reopen the AGREEMENT, upon
18 request, regarding a computer based, at-home pick platform. This will be a standing agenda item at
19 the Joint Leadership Committee level.

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

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

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

27 F. An FTO who has been unable to work for 30 calendar days or more must be
28 medically released for full duty effective the first day of the shakeup to be on the pick schedule.

1 Such Operator will not be allowed to pick an assignment except by mutual agreement between the
2 PARTIES.

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

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

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

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

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

22 **L.** An FTO picking the System Board will select a position on the Day Board at each
23 of the operating bases, except that the FTO may select one suburban area (North, East/Bellevue, or
24 South) for which the FTO does not have to select a board position; the number of exemptions for
25 each region will be limited to no more than one-half of the total number of System Board Operators.
26 System Board Operators will select an RDO combination which will be the same for every base at
27 which they work. System Board Operators will indicate their assignment priority for each base. The
28 maximum number of System Board positions posted will be 40. In no case will METRO assign more

1 than 20 System Board Operators to any operating base per pay period, with one exception, that being
2 Atlantic Base during the first three pay periods of each payroll year.

3 **M.** UNION representatives shall be present during picks to handle absentee forms,
4 no-shows, and other matters UNION related. Union pick representatives shall be selected by the
5 UNION and compensation is the sole responsibility of the UNION.

6 **N.** An Operator, who fails to appear at their scheduled pick time and who does not
7 notify the UNION of their choices via an absentee pick form, shall have an assignment selected for
8 them by the UNION representative. The UNION representative shall make an effort to select an
9 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
10 not be subject to the grievance/arbitration procedure.

11 **O.** When a new operating base opens or an existing operating base closes and that
12 base has/had Operator assignments, a system-wide pick will occur.

13 **P.** Group D Operator vacations will be selected at the FTO pick.

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

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

24 ***SECTION 15.6 – MOVE-UPS***

25 **A.** If regular or report assignments become vacant, less senior FTOs at the base may
26 request a move-up. The PARTIES agree that METRO will pay for a Chief Shop Steward/Designee to
27 conduct an FTO move-up and the UNION agrees to pay for training assistant help of a move-up, if
28 necessary.

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

4 2. An Extra Board Operator who moves up to a report assignment will remain
5 on their picked board position.

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

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

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

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

15 F. The UNION will request an FTO move-up. Move-ups will be conducted by shop
16 stewards at the affected base at the direction of the UNION. However, METRO will schedule the
17 date and time of move-ups. An assignment selected at a move-up via absentee pick will not be
18 subject to the grievance/arbitration procedure.

19 ***SECTION 15.7 – SELECTING VACATIONS***

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

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

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

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

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

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

8 G. An Operator may, with METRO approval, change their vacation at the base to a
9 period which they did not have the seniority to pick provided the available period(s) are posted at
10 least one week in advance.

11 H. With METRO approval, an Operator may use their accumulated carry-over
12 vacation, which they have not picked, in single-day increments.

13 I. When an operator picks vacation, they must have the vacation accruals available to
14 cover the entirety of the picked vacation. If the operators vacation accruals fall below the accruals
15 needed to cover the picked vacation, they must cancel a picked vacation period of their choice.

16 ***SECTION 15.8 – EXTRA BOARD***

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

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

24 C. For System Board assignments, each biweekly pay period METRO will determine
25 the number of positions at each base during each week of the pay period. Each Operator shall list
26 bases in order of preference. METRO will assign Operators to bases for each separate week of the
27 pay period, honoring preferences according to seniority. The System Board Operator will fill the
28 position on the board that they selected at pick and will be assigned work according to the assignment

1 provisions of this Section.

2 **D.** All work assigned to an Extra or System Board Operator as part of their regular
3 workday assignment will be within a spread of 13 hours unless voluntarily waived by the Operator or
4 in the case of an extreme emergency.

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

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

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

11 **a.** Category A shall include:

- 12 **1)** Straight day runs which quit at 8:00 p.m. or earlier.
- 13 **2)** Day reports which have a quit time of 10:00 p.m. or earlier
14 as determined by a 13-hour spread.
- 15 **3)** Combos which quit at 8:00 p.m. or earlier.
- 16 **4)** Tripper combinations which quit at 8:00 p.m. or earlier.
- 17 **5)** Tripper and report combinations which have a latest quit
18 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
- 19 **6)** Special work which has an estimated quit time of 8:00 p.m.
20 or earlier.

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

- 22 **1)** Runs which quit later than 8:00 p.m.
- 23 **2)** Reports which have a quit time later than 10:00 p.m., as
24 determined by a 13-hour spread.
- 25 **3)** Combos or other combinations of work which quit later than
26 8:00 p.m.
- 27 **4)** Special work which has an estimated quit time of later than
28 8:00 p.m.

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

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

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

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

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

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

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

17 b. An assignment with more pay will be assigned before an assignment
18 with less pay.

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

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

23 6. If the number of Extra and System Board Operators available for work on a
24 regular workday is greater than the number of available runs, reports and special work which fits the
25 definition of a run, then tripper combinations may be inserted in the assignment sequence according
26 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
27 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
28 one split will be paid straight-through for the lesser split. Any tripper combination split of 29

1 minutes or less will be paid straight-through.

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

7 8. All weekday pieces of work open before the Extra Board's 10:00 a.m.
8 cutoff will be assigned to Full-Time Extra and System Board Operators, who are qualified and
9 available, as a regular assignment. Any remaining work will be assigned according to the overtime
10 assignment sequence in Article 15.10.E.

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

14 10. An Operator who is qualified in accordance with Section 12, but who is
15 not qualified on the specific assignment they would normally receive, shall be passed over until the
16 first assignment for which they are qualified becomes available. If work is not available to match an
17 Operator's qualifications, the Operator shall be placed on report and may be sent out to qualify. The
18 eight-hour guarantee shall apply for that day. If the last Operator available does not qualify for the
19 last assignment available in the assignment sequence, then the next latest quit assignment for which
20 that Operator qualifies shall become their assignment for the day and the remaining Operators shall
21 be assigned in the normal sequence. This process may be repeated until the last available Operator is
22 qualified on the last available assignment.

23 11. Any Extra or System Board Operator who receives an assignment out of
24 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
25 time pay, except in case of extreme emergency. Any FTO who receives an overtime assignment out
26 of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
27 assignment they should have had or the assignment they received, whichever is greater.

28 12. The following provisions shall apply to Extra Board Operators who choose

1 vacation reliefs:

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

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

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

13 d. When a vacation relief assignment ends, the Extra Board Operator
14 shall revert to their regular picked position on the Extra Board without any penalty to METRO. This
15 Operator then becomes eligible for the next available vacation relief, or remainder of an unpicked
16 vacation relief, according to seniority.

17 e. Extra Board overtime policies remain unchanged.

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

21 **13.** If an Extra or System Board Operator’s normal sequence assignment
22 conflicts with their partial absence or non-driving assignment, then such Operator will be given an
23 assignment which is not a straight run and which has a quit time within one hour of their normal
24 sequence assignment. METRO will attempt to maximize straight-time paid work hours for such
25 Operator.

26 **G.** No Operator’s RDO shall be cancelled or changed without the consent of the
27 Operator, except in extreme emergency. Each Extra and System Board Operator shall have a
28 minimum of 56 hours off for their two consecutive RDOs.

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

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

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

13 1. At each pick, a volunteer list of Extra Board Operators willing to accept
14 inter-base transfers will be established.

15 2. Work assigned to volunteer Inter-base Transfer Operators will be in the
16 following sequence: Combos; then early quit relief runs with a quit time from 8:01 p.m. to 9:59 p.m.;
17 and then late day runs with quit time from 6:01 p.m. to 8:00 p.m.

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

20 4. An Inter-base Transfer Operator may qualify on any major route at the
21 base(s) they have volunteered for and will be paid at the applicable rate.

22 5. Each Inter-base Transfer Operator will be assigned overtime according to
23 their pick option, at their home base.

24 K. Except as provided in Paragraph J, no Extra Board Operator will be required to
25 qualify on routes not regularly assigned to their operating base.

26 L. Extra Board Operators can be assigned to work split shifts on weekdays and
27 Saturdays.

28 **SECTION 15.9 – REPORT OPERATORS**

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

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

3 **C.** An FTO picking reports must be qualified on 75% of all routes from their picked
4 base by the first day of the shake-up. They must be qualified on all routes and foreign routes from
5 that base, except for Center Park, 30 calendar days after the effective date of the shake-up. No
6 Report Operator will be required to qualify on routes not regularly assigned to their picked operating
7 base.

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

10 **E.** For a Sunday-schedule holiday, a Report Operator having a Sunday report and who
11 regularly works on that day will work their Sunday report. A Report Operator on their regular
12 workday without a Sunday report may choose to pick, by seniority, from all vacant Sunday
13 assignments or to revert to their position on the Extra Board for assignment.

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

19 **G.** An Operator may voluntarily waive their 13-hour spread. An Operator may not
20 waive the eight continuous hours off. The maximum spread will be 16 hours. A Report Operator
21 who waives their 13-hour spread must still be available for their regular shift the next day.

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

1 beginning of pay time.

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

7 **J.** The Operator with the earliest first report time gets the first piece of work that is or
8 becomes available within their 13-hour spread, except in cases of emergency. If the assignment is
9 less than eight hours work time, the Operator may be assigned additional work within the terms of
10 this AGREEMENT. When assignments have the same quit time, the rules of Section 8, Paragraph
11 F.5 also apply to Operators on report. FTOs on late report follow the last Report Operator and the
12 last Operator on pass-up. When necessary for a Report Operator to be assigned work at another base,
13 they shall be paid straight through until the start of the assignment and shall be paid actual travel time
14 back to the original base.

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

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

20 **M.** An Operator on paid report, who is not qualified but who has met the qualification
21 requirements contained in Paragraph C, will be passed over and, if no further work opens for which
22 they are qualified, will not lose their eight-hour guarantee for that day.

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

26 **O.** Should an Operator who has picked a regular report, and another Operator who has
27 a non-regular report share the same initial report time, the Operator who must be off earliest will be
28 first up. If both Operators must be off at the same time, the Operator with the regular report will have

1 first right of refusal for the assignment. Should two or more Extra Board Operators have the same
2 initial report time, the most senior Operator will have first right of refusal on an available assignment.

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

4 **Q.** A Report Operator with a partial absence or non-driving work assignment that is
5 within their 13-hour spread will be removed from their report and given an assignment that starts no
6 earlier than the start time of their report assignment and has a scheduled quit time within their normal
7 spread or within 13 hours of their non-driving work assignment, whichever is earlier. METRO will
8 attempt to maximize straight-time paid work hours for such Operator.

9 **R.** METRO shall determine which report positions at the applicable base shall be
10 required to qualify on Center Park and will post this information in the pick room. An Operator who
11 picks such a position and fails to qualify on this service will remain on their picked report for the
12 shake-up, but will be required to qualify on such service before again picking such a report. If an
13 Operator fails to qualify on this service, they will be given an additional opportunity to qualify prior
14 to the next FTO pick.

15 ***SECTION 15.10 – OVERTIME***

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

20 **B.** Any FTO working a regular run on their RDO shall be paid for eight hours at the
21 overtime rate or for actual overtime hours worked, whichever is greater. An FTO assigned overtime
22 on their RDO, per Paragraph E.2 and E.4, shall be guaranteed a minimum for the day of two hours
23 and forty minutes pay at the overtime rate.

24 **C.** Any FTO who works two separate and complete runs on the same day will be paid
25 the 8-hour run guarantee or actual time for each run, whichever is greater.

26 **D.** All runs shall be assigned and every available Operator shall have work before any
27 overtime assignment is made.

28 **E.** If overtime is available it shall be assigned by seniority with the greatest pay time

1 first, according to the following sequence. For the purpose of this Paragraph, a System Board
2 Operator will be considered an Extra Board Operator at the base they are currently assigned:

- 3 1. Extra Board Operators on regular workday.
- 4 2. Extra Board Operators and Report Operators on an RDO.
- 5 3. Regular Operators on regular workday.
- 6 4. Regular Operators on an RDO.
- 7 5. Part Time Additional Tripper List.
- 8 6. Extra Board Operators on regular workday and Report Operators who have
9 reverted to their positions on the Extra Board, forced in inverse order of seniority.

10 F. No FTO shall be required to work on their RDO. No Regular Operator shall be
11 assigned overtime work unless they volunteer for such work.

12 G. Any FTO volunteering for overtime shall be required to work the overtime
13 assigned.

14 H. An Extra or System Board Operator may request to add or remove overtime
15 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
16 Operators who remove overtime availability may be assigned overtime only in accordance with
17 Paragraph E.6.

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

21 J. Any FTO, having completed a scheduled run of less than eight hours, who is used
22 for any purpose whatsoever, not in connection with their completed run, shall be paid their eight
23 hours and shall be paid at the overtime rate for all additional time worked. This shall apply also to
24 time worked due to failure of a road relief or to additional work assigned by a Supervisor. Such time
25 will not reduce the spread pay of the run.

26 K. METRO shall post 275 weekday and Saturday overtime trippers each week, for
27 selection at pick according to the following:

- 28 1. A Regular Operator may select one overtime tripper per day, including their

1 RDO. An Extra Board Operator may select one overtime tripper for each RDO. System Board
2 Operators may not pick overtime trippers.

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

5 3. If all posted trippers are not picked, the balance shall be offered for pick at
6 the base to all FTOs, including Group D Operators and excluding System Board Operators, by FTO
7 seniority. An FTO may pick a second tripper per day at this time. An Extra Board Operator may not
8 pick a tripper on their regular day to work. Any remaining trippers shall be assigned according to the
9 work rules.

10 4. An FTO who has picked an overtime tripper will be assigned that tripper on
11 the day(s) picked unless excused. For a Sunday-schedule holiday, a Regular Operator with a Sunday
12 RDO who has picked a Sunday overtime tripper may elect to work that tripper, at the appropriate rate
13 of pay, by notifying the Base Dispatcher/Planner in writing no later than 10:00 a.m. seven calendar
14 days prior to the assignment.

15 5. An FTO may pick overtime trippers only at the base they picked.

16 L. METRO will maintain a minimum percentage of FTO overtime of at least 10.5%,
17 as measured on an annual basis. The annual percentage will be calculated by dividing total regular
18 overtime hours worked by total regular hours worked and reported to the UNION at the end of each
19 payroll year. Should METRO fail to maintain the specified percentage, the PARTIES will meet to
20 discuss an immediate remedy. Should the PARTIES fail to agree on a remedy, METRO will,
21 beginning with the Summer shake-up, reinstate the language in Articles 16.4.F.3 and 15.8.F.8 of the
22 labor agreement which expired on October 31, 2010.

23 ***SECTION 15.11 – SPECIAL ALLOWANCES***

24 A. As a result of an audit by the Department of Labor that focused on whether
25 METRO was properly compensating Operators for all time worked, METRO will be improving its
26 record keeping of check-in and check-out times for Operators by installing an electronic check in/out
27 system. The PARTIES agree to reopen negotiations on the impact of the implementation of the
28 electronic sign in/out system, as soon as METRO is prepared to introduce the new system. METRO

1 will involve the UNION in the implementation process for the new electronic sign in/out system.

2 **B.** The appropriate amount of report time shall be determined as a matter of
3 operations and scheduling policies. However, no less than 18 minutes report time shall be scheduled
4 into an Operator’s run and paid at the applicable rate. Operators may sign in up to two minutes late
5 after their report time without being considered late or receiving a reduction in pay. Employees are
6 directed to inform METRO of any excess time worked so METRO may enter that time into the
7 payroll system and compensate the Employee for that work.

8 **C.** Employees will receive pay for all time spent meeting with management when
9 meeting on work related issues and/or when completing written reports if the time worked is outside
10 of regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to pay
11 Employees a fixed rate for certain activities, METRO shall always compensate Employees for any
12 time actually worked and will pay overtime as required by both this AGREEMENT and by state and
13 federal law.

14 **D.** An FTO performing a coach change shall be paid at the applicable rate of pay for
15 all time worked. However, an FTO who is not on report shall be guaranteed a minimum of one hour
16 pay at the applicable rate for a coach change, if dispatched from an operations base. The minimum
17 time guarantee in 15.11.G does not apply.

18 **E.** In addition to receiving regular pay at the applicable rate, an FTO will also receive
19 the equivalent of one additional hour of straight-time pay for each day instructing a student.

20 **F.** If an FTO is working a tripper, extra or report, and the overtime rate applies, they
21 will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.

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

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

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

4 J. Road relief travel time shall be paid at the applicable rate based upon the maximum
5 time required for travel from the base to a relief point during the applicable period of the day as
6 determined by a mutually agreed method.

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

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

13 M. System Board Operators will receive 7% per hour premium pay for all hours
14 worked.

15 ***SECTION 15.12 – QUALIFICATION***

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

26 B. An Extra Board Operator must be qualified on six major routes by the effective
27 date of shake-up and on all major routes at their picked base within 30 calendar days after the
28 effective date of the shake-up. A System Board Operator must be qualified on three major routes,

1 determined by METRO, at each picked base by the effective date of shake-up and on all other major
2 routes, within 60 calendar days after the effective date of the shake-up. A “major route” shall mean a
3 route or route group which has at least 40 hours per weekday of scheduled platform time at a specific
4 base. After being given seven calendar days’ notice, an Operator not qualified on routes, as required
5 in this AGREEMENT, may lose their daily guarantee and may not be permitted to work until they
6 comply with the qualification requirements specified in this AGREEMENT. If a base does not have
7 six major routes, then any Extra Board Operator at that base must qualify on at least six routes,
8 including all major routes by the effective date of the shake-up. If the base does not have six routes
9 they must qualify on all routes at the base.

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

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

22 **E.** The date an Operator qualifies on a route shall be recorded and shall be updated for
23 any shake-up in which that Operator has driven that route. An Operator may request disqualification,
24 with a two-day notice, on any route they have not driven in the previous five years or on any route
25 which has undergone three minor changes since they last drove it. All Operators will be disqualified
26 when a route undergoes a major change.

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

1 **G.** An Extra or System Board Operator who would receive a combo or tripper
2 assignment in their normal sequence may be taken out of sequence and given an assignment which
3 allows time for qualifying on routes. Such Operator will not be assigned a straight run when taken
4 out of sequence to qualify.

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

7 **I.** A System Board Operator may be assigned to qualify as part of their daily
8 guarantee.

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

12 **K.** A Regular Operator desiring to qualify on routes in order to be eligible for
13 overtime on those routes may qualify at the applicable rate of pay on any major or minor routes at
14 their picked base. An Operator will be paid for qualifying on a route only if they are qualified on the
15 equipment/facility necessary to operate that route.

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

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

22 **N.** An FTO who fails to qualify on their picked assignment or equipment will be
23 placed on an assignment or Extra Board position mutually agreed by the PARTIES, to be consistent
24 with their seniority, until the next shakeup.

25 **O.** System Board Operators will be required to qualify on the tunnel and all
26 equipment designated by METRO.

27 **P.** Electronic Route Qualification (ERQ).

28 **1.** Transit Operators may continue to qualify for a route through the traditional

1 methods of either riding an in-service coach, riding in a base car with a qualified operator, or riding a
2 qualification coach. When offered by METRO, ERQ will be an additional way for an Operator to
3 qualify for a route. The use of ERQ is a voluntary method for qualifying for a route and is not
4 mandatory for qualification on any route.

5 2. If, after using ERQ to qualify for a route, an Operator still feels they need
6 more training on the route, they can still use one of the traditional qualification methods, listed in
7 paragraph P.1, to be qualified. The Operator will be paid by METRO for their requalification using
8 the traditional method. Operators requalifying using the traditional method shall be paid by using the
9 greater of the following: (1) The pre-determined route qualification time, or (2) The actual time they
10 have worked to qualify for a route. In no event shall an Employee receive less pay than they would
11 receive for the actual time worked to qualify for a route. Employees must report their actual time
12 worked if it is greater than the pre-determined route qualification time. Operators who choose to
13 requalify after viewing the ERQ will be required to qualify using the traditional methods listed in
14 paragraph P.1, for all additional qualification thereafter.

15 3. Qualification coaches will be provided for qualification on routes in the
16 following situations; (1) Route qualifications in conjunction with Full-Time Operator training, (2)
17 Major route changes, and (3) Routes that are new to a base. Qualification coaches may be provided
18 for qualification on routes in other situations. Training may also include classroom experiences of
19 ERQ for major route changes, new routes or for occasions when a route moves between bases.

20 4. Operators using ERQ shall be paid by using the greater of the following: (1)
21 The pre-determined route qualification time, or (2) The actual time they have worked to qualify for a
22 route. In no event shall an Employee receive less pay than they would receive for the actual time
23 worked to qualify for a route. Employees must report their actual time worked if it is greater than the
24 pre-determined route qualification time.

25 5. All contractual requirements, policies, and procedures apply to ERQ.

26 ***SECTION 15.13 – UNIFORMS***

27 A. Upon completion of training and after qualification, a newly hired Operator shall
28 be issued four shirts, three pairs of pants/shorts, one sweater, and one parka. Thereafter, the uniform

1 allowance shall be available annually on the Operator’s anniversary date.

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

8 **C.** An Operator who moves from part-time to full-time status, or vice versa, will
9 continue to receive their uniform allowance on their original qualification date.

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

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

18 **F.** Footwear designated by METRO may be purchased with the uniform allowance.
19 Footwear must meet the current standards of uniform footwear for Transit Operators. METRO will
20 offer multiple footwear options for Employees.

21 **G.** All uniform items will be union made, unless mutually agreed between the
22 PARTIES.

23 ***SECTION 15.14 – ATTENDANCE***

24 **A.** The PARTIES recognize that METRO provides an essential public service and
25 that Employees have the responsibility and the obligation to report for all assignments unless
26 previously excused.

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

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

3 D. Misses include late reports, unexcused absences and absences. All misses shall be
4 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
5 controls:

6 • First – Informational Notice.
7 • Second – Oral Reminder.
8 • Third – Written Reminder and the Employee will be offered a program of
9 assistance from both PARTIES in developing a plan to improve attendance. This program will
10 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
11 and the UNION Officer/designee will meet with the Employee to write the details of the program,
12 which will be specific to the Employee.

13 • Fourth – One-day suspension, unless the Employee has a five-year record of
14 less than three misses per year, in which case another Written Reminder shall be issued. Whether
15 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

16 • Fifth – Discharge, unless METRO determines that an additional suspension
17 may be sufficient to correct the Employee’s attendance problem.

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

19 • First through third – Informational Notice.
20 • Fourth – Oral Reminder and Employee will be offered a program of
21 assistance from both PARTIES in developing a plan to improve attendance. This program will
22 include a referral to the Employee Assistance Program (EAP). The METRO unit
23 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
24 of the program, which will be specific to the Employee.

25 • Fifth – Written Reminder.
26 • Sixth – Review of program of assistance; Explanation of Attendance
27 Probation.

28 • Seventh – One-day suspension. Placement on Attendance Probation. This

1 counts as FIRST probationary absence.

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

4 1. The attendance probation will begin the calendar day following the
5 Employee's seventh miss.

6 2. The Employee will be offered a program of assistance from both the
7 PARTIES in developing a plan to improve attendance. This program will include a referral to the
8 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and UNION
9 Officer/designee will meet with the Employee to write the details of the program, which will be
10 specific to the Employee.

11 3. During the attendance probation, the language of Paragraph H will not
12 apply.

13 4. For each miss that occurs during the attendance probation, the Employee
14 will be informed in writing of their status.

15 5. The Employee will be allowed no more than three misses in each of the two
16 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
17 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
18 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

19 An Employee who successfully completes the two twelve-month periods will no longer be on
20 attendance probation.

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

23 7. The attendance probation periods will be extended by any unpaid leave,
24 industrial injury, or other protected leave in excess of ten consecutive calendar days.

25 G. Four consecutive workdays of absence without leave may be considered a
26 resignation or grounds for termination, as appropriate, taking into consideration mitigating
27 circumstances.

28 H. A continuous record of 60 calendar days without a miss will cancel the first late

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

7 **I. Misses for Transit Operators include:**

8 **1. Unexcused Absence –** Failure to report within one hour after designated
9 report time or an FTO's failure to accept late report, or calling in sick less than 30 minutes before an
10 Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay for
11 the day. However, if an Employee is incapable of complying with these requirements to timely report
12 based on a condition listed in Article 11, Section 4, they will be excused if the request is properly
13 submitted within five (5) days of returning to work.

14 **2. Late Report –** An FTO reporting to work late from two minutes up to one
15 hour after designated report time. An FTO's pay will be reduced for the missed minutes of work.

16 **3. Absence –** An unexcused absence, which has been changed to an absence.

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

20 **K. The failure to sign in, when unaccompanied by tardiness, shall be treated as a**
21 **minor infraction, as defined in Article 4, Section 3.**

22 **L. The procedure for late reports and absences for Transit Operators shall be as**
23 **follows:**

24 **1. If the assigned Operator signs in within three minutes after the report time**
25 **they will be allowed to work their assignment and shall not receive a late report. The clock in the**
26 **reporting area will be used to determine time. If there is a dispute as to the accuracy of the clock in**
27 **the reporting area, the Communications Coordinator's clock will be the determinant.**

28 **2. Each FTO on late report will be assigned to the bottom of the report list in**

1 order of arrival. One hour of pay will be guaranteed to FTOs who are assigned to late report. If an
2 assignment can be made, normal procedures shall prevail.

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

7 **4.** If an FTO on late report fails to report to the Base Dispatcher/Planner after
8 one hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is given
9 after the hour, the FTO will be paid from the beginning of the late report up to the beginning of the
10 assignment. If an FTO on late report fails to report to the Base Dispatcher/Planner after one hour and
11 is notified of such by the Base Dispatcher/Planner when being given the assignment, the FTO will be
12 paid for one hour of late report and for the assignment, if it is worked. If an FTO on late report fails
13 to report to the Base Dispatcher/Planner after one hour and is notified of such by the Base
14 Dispatcher/Planner and is not used for an assignment, the FTO will receive pay only for one hour of
15 late report.

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

18 **M.** The procedures for changing misses to absences or excused absences for Full-
19 Time Transit Operators shall be as follows:

20 **1.** An FTO may provide a written request to the immediate supervisor the
21 same day as their unexcused absence. If such request is granted, the FTO either will be placed at the
22 bottom of the report list for work later in the day at minimum pay of two and one-half hours or will
23 be released for the day.

24 **2.** A request for a miss to be changed to an absence or excused absence must
25 be presented, in writing, to the immediate supervisor, within five workdays of the occurrence. The
26 immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
27 absence.

28 **N.** The procedures for Transit Operators going on or coming off the sick list shall be

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

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

6 ***SECTION 16.1 – DEFINITION OF EMPLOYEES***

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

11 ***SECTION 16.2 – SPECIAL CONDITIONS***

12 A. METRO shall conduct hiring of Full-Time Transit Operators by directly recruiting
13 from PTOs and external applicants. Any PTO can apply during an FTO recruitment. METRO will
14 consult with the UNION about the timing of recruitments and durations of hiring lists. Seniority, as
15 determined by the UNION, shall determine the order that PTOs are placed on the FTO hiring list.
16 PTOs will be placed on the hiring list first, followed by the external applicants.

17 B. METRO reserves the right to rehire former METRO FTOs to vacant FTO positions
18 independent of the formal FTO recruitment process, subject to the limitations set forth in Article 7
19 Section 1 of this AGREEMENT.

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

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

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

28 ***SECTION 16.3 – GENERAL CONDITIONS***

1 A. The provisions of Article 15, Section 3, Paragraphs A, B, C, D, G, H, I, J, K, L, M,
2 N, O, P, Q, R, T, U, and V shall also apply to PTOs.

3 B. Each day at each base, METRO guarantees that for every 50 PTOs normally
4 scheduled to work, rounded to the nearest 50, one PTO shall be excused from their assignment.
5 However, the guarantee shall be at least two each day for any base with PTOs. These guarantees
6 shall not apply in cases of extreme emergency. For Christmas Day, METRO and the UNION will
7 jointly conduct a drawing at each base to determine which Operators will be excused. A PTO
8 granted time off via the day off book may request payment from their available vacation balance.

9 **SECTION 16.4 – WORK ASSIGNMENTS**

10 A. A new PTO will, in seniority order of their training class, choose their assignment
11 from open work provided by METRO until the next shake-up.

12 B. No PTO will be allowed to work on Saturday or Sunday except as set forth in
13 paragraphs C.4 and E of this Section. A PTO will work on a holiday only when their picked work is
14 scheduled to be in service. On Sunday-schedule holidays, a PTO will be limited to working their
15 picked work only. Each PTO must be scheduled off work by 8:30 p.m. except as set forth in
16 paragraph E of this Section and will not be allowed to work an assignment that has a pull-out time
17 prior to 3:55 a.m. PTOs may work outside the hours and days specified in this Paragraph only for
18 non-driving work assignments such as assigned training and route qualification or as provided in
19 Paragraph C.3 or C.4.

20 C. PTOs shall not work runs, portions of runs, reports, specials, standbys, or extras
21 except as otherwise provided in this section.

22 1. To avoid a cancellation of service, a qualified PTO's assignment may be,
23 with the PTO's consent, traded with an assignment they are qualified on from the dispatching call
24 record which has been left vacant by a PTO, provided the sign-in time of such assignment is within
25 60 minutes of the sign-in time of the PTO's scheduled assignment and within 30 minutes of their
26 assignment quit time for that day. Such Operator will be paid for time worked or their scheduled
27 assignment, whichever is greater, except that if the Operator chooses not to trade an offered
28 assignment they are qualified on, they will not be paid for the remainder of the day. If vacant PTO

1 work is not available to match an Operator’s qualifications, the Operator may be sent out to qualify.

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

5 3. A.M weekday trippers, specials, standbys or extras on the dispatching call
6 record remaining open as of 6:00 p.m. the day prior to service may be offered to qualified PTO’s, if
7 there are no qualified FTO’s available to work the assignment. P.M. weekday trippers, specials,
8 standbys or extras on the dispatching call record remaining open within 90 minutes of the sign in time
9 of the assignment may be offered to qualified PTOs, if there are no qualified FTOs available to work
10 the assignment. METRO will maintain a list, at each base, of FTOs available to work open
11 assignments on the dispatching call record. METRO will make reasonable efforts to exhaust the list
12 before assigning available work to PTOs.

13 4. If surplus weekend specials and/or extras remain after all FTO regular and
14 overtime sequences identified in Article 15.8 and 15.10.E have been completed, they may be offered
15 to qualified PTO’s as of 6:00 p.m. the day prior to service. METRO will make reasonable efforts to
16 assign available work to FTOs before assigning work to PTOs.

17 D. METRO may combine a.m. and p.m. trippers to make one “dual tripper
18 assignment (DTA)”. These assignments may be made available at each pick to PTOs for selection by
19 seniority, subject to the following conditions:

20 1. DTAs must:

21 a. Not exceed six hours and forty minutes in total pay time including
22 report and travel time except as set forth in Paragraph E.1.d of this Section.

23 b. Contain no more than one split.

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

25 2. A PTO who picks a DTA will be guaranteed a minimum of four hours and
26 forty minutes of pay for each set of a.m. and p.m. trippers worked.

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

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

3 E. PTO's must pick exclusively from either 5-Day Work OR 4-Day Work OR
4 Tripper Work. The work is defined as:

5 1. Five (5) Day Work Week

- 6 a. An a la carte pick, including straight through work (includes
7 weekday and weekend) and DTA's.
- 8 b. DTA's are only scheduled on weekdays. There shall be no weekend
9 DTA's.
- 10 c. Work will be capped at 7 hours 10 minutes.
- 11 d. Spread pay starts at 12 hours.
- 12 e. Work must be scheduled off by 9:30 pm.
- 13 f. Part-Time 5-Day Work Week assignments will be a mix of DTA's
14 and/or weekday and weekend straight pieces that are guaranteed minimum 6 hours to 7 hours 10
15 minutes maximum in length.
- 16 g. Each Operator will have two consecutive RDO's.

17 2. Four (4) Day Work Week

- 18 a. A Rostered Pick for a minimum 22 hour weekly guarantee, capped
19 at 32 hours per week.
- 20 b. Weekday work is split, with a maximum 13 hour spread, 12 hour
21 spread pay and is guaranteed a minimum of 6 hours and a maximum of 7 hours 29 minutes in length.
22 This weekly guarantee is satisfied by the daily guarantees of this duty type.
- 23 c. Weekend work is straight through, guaranteed at 4 hours minimum.
- 24 d. Work must be scheduled off by 9:30 pm.
- 25 e. This work will have one or both weekend days off. RDO sequences
26 will be one of 3 options: Sun/Mon/Tue, Thu/Fri/Sat, or Sat/Sun/Wed.

27 3. Tripper Work

- 28 a. Work is rostered.

1 **b.** This work shall have a 2 hour 30 minute guarantee, working
2 weekdays Monday-Friday only. Work shall be straight through work only.

3 **c.** Tripper work has a pull-out time no earlier than 3:55am and ends no
4 later than 8:30 pm.

5 **F.** Part Time Operator assignments are subject to the following caps: METRO will
6 create no fewer than 33% or a minimum of 220 PTO assignments, whichever is greater, which pay at
7 least 4 hours. The following additional caps shall apply:

8 1. 5-Day Work Week PTO's shall not exceed 12% of all weekly assignments,
9 of which DTAs will comprise no more than 6%.

10 2. 4-Day Work Week PTO's shall not exceed 5% of all weekly assignments

11 3. Part Time Trippers under 4 hours in length shall not exceed 25% of all
12 weekly assignments

13 4. PTO Operators as a percentage of Total Operators is set forth in Article
14 15.2.D.

15 5. The PARTIES agree to a reopener if necessary to address changed
16 circumstances impacting percentages.

17 **G.** A PTO may request to be added to, or removed from, the Additional Tripper List
18 (ATL) at each pick or prior to 10:00 a.m. on Friday to be effective on Monday. Once on the ATL,
19 the PTO shall be available to work during the times they have listed and on any routes on which they
20 are qualified at the 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 10, Paragraph E.

23 2. Each PTO's assignment shall be within a 13-hour spread, unless they
24 request a shorter or longer spread. No PTO's assignment shall exceed a 16-hour spread.

25 3. PTOs shall be assigned additional trippers by seniority. A PTO may work
26 additional trippers only at the base they pick and shall receive no more than one ATL assignment per
27 day.

28 4. A PTO may be assigned to work halves of combos, specials and shake-up

1 reliefs after the work has been assigned to available FTOs in accordance with Article 15, Section 10,
2 Paragraph E. Such work will be assigned first to Full-Time Extra Board Operators, then via the FTO
3 overtime assignment sequence. Any remaining unassigned work may be assigned to the ATL.

4 5. If work is assigned out of normal rotation, the PTO who should have
5 received the assignment will receive pay equal to the difference in the amount of pay they would
6 have received had they worked the appropriate tripper, or pay for the assignment actually worked,
7 whichever is greater.

8 6. There shall be no weekend or Sunday schedule holiday ATL. PTOs who
9 already have two assignments on a day (e.g. on a vacation relief) will not be eligible to work the ATL
10 on that day. Operators who have a DTA/split work assignment where one portion is cancelled may
11 only work vacation relief and are not eligible for ATL. Only tripper Operators are eligible to work
12 the ATL. PT4 and PT5 Operators are not eligible to work the ATL. Tripper Operators may be
13 assigned PT4 and PT5 work via the ATL process. ATL assignments will be the longest available
14 piece of work, with ten minutes between assignments. ATL assignments will not be designated as
15 AM or PM. The restrictions in this paragraph shall not apply to PT4s and PT5s who are assigned to
16 Vashon Island. Any PT4 or PT5 Operator who is eligible to pick and has picked a Vashon Island
17 assignment is eligible and allowed to work ATL assignments on Vashon Island.

18 H. When a PTO's assignment has been modified temporarily due to a custom bus or
19 school change such that the custom bus or school trip(s) is no longer contiguous with the rest of the
20 assignment, such PTO will have the option of working the modified assignment or working their
21 reduced regular assignment.

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

28 **SECTION 16.5 – OPERATOR PICKS**

1 A. In conjunction with the FTO picks, PTOs will have two system-wide picks, at least
2 20 weeks apart. METRO shall administer the Part-Time pick. METRO will use Operators,
3 Operations administrative staff and a minimum of two First Line Supervisors for the pick. The
4 UNION will be responsible to pay staff of the UNION Representative table only. All established
5 practices and procedures for the Operator picks shall be observed through this AGREEMENT. Work
6 assignments will be selected at the pick for the following shake-up period. The Parties agree to
7 discuss the benefits of continuing the format used for picks and to reopen the Agreement, upon
8 request, regarding a computer based, at-home pick platform. This will be a standing agenda item at
9 the Joint Leadership Committee level.

10 B. PTOs may request to work only in the a.m. or p.m. for school, employment, self-
11 employment, family care or medical reasons. The UNION will determine the validity of the
12 restriction request, and their determination is not subject to the Grievance/Arbitration procedure. The
13 restriction shall remain in effect for the entire shake up and the PTO shall not be eligible for the ATL.
14 However, a PTO who selects an available assignment in a move up will be eligible to work the ATL.
15 Before the last assignment which fits a PTO's a.m./p.m. restriction is picked, the PTO will be placed
16 on that assignment, regardless of seniority.

17 C. A UNION representative shall be present during picks to handle absentee forms,
18 no-shows, and other UNION related matters. Union pick representatives shall be selected by the
19 UNION and compensation is the sole responsibility of the UNION.

20 D. A PTO, who is unable to attend the pick, may leave an absentee pick form with the
21 UNION indicating their work preferences. Failure to do so will result in the UNION representative
22 selecting an assignment comparable, in start time, quit time, and base, to the assignment last selected
23 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

24 E. Each PTO must pick an assignment which is compatible with any existing medical
25 restrictions they have on file with METRO.

26 F. A PTO who returns to duty without a picked assignment will be placed on an
27 assignment mutually agreeable to the PARTIES.

28 G. A PTO who has been unable to work for 30 calendar days or more must be

1 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
2 Such Operator will not be allowed to pick an assignment except by mutual agreement between the
3 PARTIES.

4 ***SECTION 16.6 – MOVE-UPS***

5 A. Once per shake-up, the UNION will organize and conduct a PTO move-up at each
6 base. Additional move-ups may be conducted by mutual agreement. The PARTIES agree that
7 METRO will pay for a Chief Shop Steward/Designee to conduct a PTO move-up and the UNION
8 agrees to pay for training assistant help of a move-up if necessary.

9 B. All PTOs at the base will be eligible to participate in the move-up. Selection of
10 vacant work will be by seniority. The UNION will request a PTO move-up. However, METRO will
11 schedule the date and time of move-ups.

12 C. A PTO may not select work out of another base, except as mutually agreed by the
13 PARTIES.

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

16 E. Available work, as determined by METRO, will be posted at least five calendar
17 days prior to the move-up. No changes to the work will be made within the five calendar days prior
18 to the move-up date, unless mutually agreed by the PARTIES.

19 ***SECTION 16.7 – SELECTING VACATION AND ANNUAL LEAVE***

20 A. PTOs shall be subject to the vacation rights and responsibilities outlined in
21 Article 9. Each PTO who has completed twelve months of service shall be guaranteed an annual
22 leave of absence of up to five workdays. Any PTO who has previously retired from METRO will be
23 eligible to pick an annual leave of absence of up to ten workdays.

24 B. A PTO who has accrued vacation hours in the payroll year may select four (4) or
25 five (5) day blocks of vacation at pick. Picked vacation blocks shall begin and end with the PTO's
26 RDO's. Vacation selections shall be for only one shake-up at a time. A request for a five-day block
27 of vacation/leave submitted between picks must be submitted at least fourteen (14) calendar days
28 prior to the starting date.

1 C. A PTO granted time off via the day off book or approved single-day
2 compassionate leave may request payment from their available vacation balance.

3 D. The minimum number of vacation days that a PTO may take will depend on the
4 Employee's total years of METRO service, as follows:

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

5
6
7
8
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12
13 1. For each day of vacation taken, the amount of vacation time paid will equal
14 the length of the PTO's regular assignment for that day, provided there are sufficient hours in the
15 PTO's vacation balance to cover the vacation.

16 2. If a PTO's vacation accrual is not sufficient to cover the minimum number
17 of days, the PTO may elect to take fewer vacation weeks, or take the minimum days of vacation,
18 being paid the full amount of their available vacation balance and taking the remaining time as
19 approved unpaid leave.

20 E. Vacation will be paid at the PTO's current rate at the time vacation is taken. It is
21 the PTO's responsibility to bring discrepancies in accruals to the attention of a base chief.

22 F. If a PTO has unused vacation at the end of the payroll year, the PTO may elect to
23 cash out part or all of the unused hours. If the PTO elects to cash out less than the full number of
24 unused hours, the number of hours cashed out must be in one-hour increments. All hours in excess of
25 the allowable maximum hours in Article 9.1.F column 6 will be cashed out.

26 G. Separate blocks of a.m. and p.m. vacation periods will be available for pick at each
27 base. The number of periods available will be no less than 10% of the number of opposite (a.m. or
28 p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m.

1 and two p.m. vacation blocks shall be made available at each base. When a PTO whose assignment
2 is a DTA picks vacation, they use both an a.m. and a p.m. guaranteed period.

3 **H.** Vacation/leave trippers will be posted for pick fourteen calendar days prior to the
4 start date. PTOs will be assigned to vacation/leave work by a rotating seniority bid system. Bids for
5 vacation/leave work must be submitted at least seven calendar days prior to the vacation/leave start
6 date. Any PTO's work that comes available within less than seven (7) calendar days of the start of
7 their vacation will not be available for a vacation relief pick, but will be assigned through the normal
8 assignment process. The most senior PTO applying for the vacation relief, who has driven the least
9 number of vacation reliefs for the current shake-up, will be assigned. It is the responsibility of the
10 picking PTO to be qualified on any tripper assigned. Once a relief PTO is assigned, a vacation/leave
11 may not be changed or cancelled. In instances where two or more periods of vacation/leave are taken
12 consecutively, each week will be assigned separately.

13 **I.** When no PTO is available and assigned to guaranteed vacation work at least seven
14 calendar days prior to the first day of the vacation, the work will be assigned according to the normal
15 assignment sequence as specified in Article 15, Section 10, Paragraph E.

16 **J.** When a PTO's picked tripper does not operate for a week, they may pick one
17 vacation relief tripper as part of the normal rotating seniority bid system. When one or both picked
18 trippers of a PTO's DTA does not operate for a week, they may pick one vacation relief tripper as
19 part of the normal rotating seniority bid system.

20 ***SECTION 16.8 – OVERTIME***

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

24 **B.** All time worked in excess of 40 straight-time hours in a workweek shall be paid at
25 the overtime rate.

26 ***SECTION 16.9 – SPECIAL ALLOWANCES***

27 **A.** The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also
28 apply to PTOs.

1 **B.** In addition to receiving regular pay at the applicable rate, a PTO will also receive
2 the equivalent of sixty minutes of straight-time pay for each day instructing a student.

3 ***SECTION 16.10 – QUALIFICATION***

4 **A.** The provisions of Article 15, Section 12, Paragraphs A, D, E, J, L and P, shall also
5 apply to PTOs.

6 **B.** PTOs who require route, equipment, and coach, qualification or other training as a
7 result of a PTO pick or move-up must arrange to qualify before the effective date of the assignment
8 and will be paid at the applicable rate of pay. For a move-up, METRO will determine the number of
9 equipment/facility qualification slots available. When all slots are filled, a PTO not qualified on such
10 equipment/facility may not move to an assignment that requires such qualification.

11 **C.** A PTO required by METRO to change trippers will be paid to qualify at the
12 applicable rate. A PTO qualifying on their picked work on an assigned vacation/annual leave relief
13 assignment will be paid at the applicable rate. METRO will determine the qualification
14 requirements.

15 **D.** PTOs will be paid at the applicable rate to qualify in order to work the ATL
16 subject to the following:

17 **1.** A PTO will be paid to qualify only on routes that can be assigned within
18 their ATL availability.

19 **2.** A PTO must be available for such routes on the ATL three or more days per
20 week in order to receive qualification pay.

21 **3.** A PTO will be paid only for qualifying on a route if they are qualified on
22 the equipment/facility necessary to operate that route.

23 **E.** A PTO who fails to qualify on their picked assignment or equipment will be placed
24 on an assignment mutually agreed by the PARTIES, to be consistent with their seniority, until the
25 next shake-up.

26 ***SECTION 16.11 – UNIFORMS***

27 PTOs shall receive the same uniform allowance and be subject to the same conditions as
28 FTOs as described in Article 15, Section 13.

SECTION 16.12 – VASHON ISLAND SERVICE

A. “Vashon Operators” consist of those PTOs who pick Vashon Island assignments.

1. Each Vashon Operator must maintain a residence on Vashon Island.

Failure to do so will result in removal from a Vashon assignment. A Vashon Operator shall inform METRO as soon as they know they will be moving off Vashon Island.

2. A Vashon Operator must be available and qualified to work any Vashon assignment unless they are on an authorized absence from work.

3. A Vashon Operator must install or remove chains as necessary.

4. Restrictions in this AGREEMENT on spread, actual time worked, start and quit times, vacation relief and ATL limits do not apply to Vashon work assignments.

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

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

7. Vashon Operators will be allowed to call by phone to have their name placed in the day off book and/or personal holiday book.

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

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

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

E. All vacation/annual leave reliefs will be offered first to Vashon Operators. Work which cannot be filled by Vashon Operators may be picked by PTOs on the Vashon ATL. Vashon

1 Operators may share vacation/annual leave relief work as mutually agreed among Vashon Operators.
2 An Operator who is assigned Vashon work in an emergency may, at their request, be removed from
3 their regular assignment while working a Vashon assignment.

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

6 **SECTION 16.13 – ATTENDANCE**

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

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

12 C. An Employee requesting work on their RDO, who fails to report for work or who
13 reports for work late, will be subject to the policies defined in this AGREEMENT.

14 D. Misses include unexcused absences and absences. All misses shall be recorded.
15 Unexcused absences recorded in a four-month period shall be subject to the following controls:

16 • First – Informational Notice.
17 • Second – Oral Reminder.
18 • Third – Written Reminder and the Employee will be offered a program of
19 assistance from both PARTIES in developing a plan to improve attendance. This program will
20 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
21 and the UNION Officer/designee will meet with the Employee to write the details of the program,
22 which will be specific to the Employee.

23 • Fourth – One-day suspension, unless the Employee has a five-year record of
24 less than three misses per year, in which case another Written Reminder shall be issued. Whether
25 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

26 • Fifth – Discharge, unless METRO determines that an additional suspension
27 may be sufficient to correct the Employee’s attendance problem.

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

1 • First through third – Informational Notice.
2 • Fourth – Oral Reminder and Employee will be offered a program of
3 assistance from both PARTIES in developing a plan to improve attendance. This program will
4 include a referral to the Employee Assistance Program (EAP). The METRO unit
5 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
6 of the program, which will be specific to the Employee.

7 • Fifth – Written Reminder.
8 • Sixth – Review of program of assistance; Explanation of Attendance
9 Probation.

10 • Seventh – One-day suspension. Placement on Attendance Probation. This
11 counts as FIRST probationary absence.

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

14 **1.** The attendance probation will begin on the calendar day following the
15 Employee’s seventh miss.

16 **2.** The Employee will be offered a program of assistance from both
17 PARTIES in developing a plan to improve attendance. This program will include a referral to the
18 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION
19 Officer/designee will meet with the Employee to write the details of the program, which will be
20 specific to the Employee.

21 **3.** During the attendance probation, the language of Paragraph H will not
22 apply.

23 **4.** For each miss that occurs during the attendance probation, the Employee
24 will be informed in writing of their status.

25 **5.** The Employee will be allowed no more than three misses in each of the two
26 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
27 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
28 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

1 An Employee who successfully completes the two twelve-month periods will no longer be on
2 attendance probation.

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

5 7. The attendance probation periods will be extended by any unpaid leave,
6 industrial injury, or other protected leave in excess of ten consecutive calendar days.

7 **G.** Four consecutive workdays of absence without leave may be considered a
8 resignation or termination, as appropriate, taking into consideration mitigating circumstances.

9 **H.** A continuous record of 60 calendar days without a miss will cancel the first
10 absence that is less than twelve months old. Thereafter, each continuous 30 calendar days without a
11 miss will cancel the next absence on the Employee’s record, until all are cancelled. Should the
12 Employee have a miss, another 60 calendar day period must be completed before more cancellations
13 will be made. For the purpose of administering this Paragraph, any time missed from work due to
14 unpaid leaves of absence or suspension will not be counted toward a continuous record of 60 and/or
15 30 calendar days without a miss.

16 **I.** Misses for Part-Time Transit Operators include:

17 1. Unexcused Absence – Failure to report within one hour after designated
18 report time or calling in sick less than 30 minutes before an Employee is scheduled to report. An
19 unexcused absence will result in loss of assignment and pay for the day. However, if an Employee is
20 incapable of complying with these requirements to timely report based on a condition listed in Article
21 11, Section 4, they will be excused if the request is properly submitted within five (5) days of
22 returning to work.

23 2. Absence – An unexcused absence, which has been changed to an absence,
24 or calling the base up to 30 minutes after their report time or reporting in person up to one hour after
25 their report time.

26 **J.** A request for a miss to be changed to an absence or an excused absence must be
27 presented, in writing, to the immediate supervisor within five workdays of the occurrence. The
28 immediate supervisor shall determine whether the miss shall be reduced to an absence or excused

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

4 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
5 minor infraction, as defined in Article 4, Section 3.

6 **L.** The procedure for absences for PTOs shall be as follows:

7 **1.** If the assigned PTO signs in within two minutes after the report time they
8 will be allowed to work their assignment and shall not receive an absence or a reduction in pay. The
9 clock in the reporting area will be used to determine time. If there is a dispute as to the accuracy of
10 the clock in the reporting area, the Communications Coordinator’s clock will be determinat.

11 **2.** A PTO who has an absence will lose their assignment and pay for that day,
12 except a PTO who has an absence on their first piece of work may be assigned to work their second
13 piece of work.

14 **M.** The procedures for changing misses to absences or excused absences for PTOs
15 shall be as follows:

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

19 **N.** The procedures for Part-Time Transit Operators coming off the sick list shall be as
20 follows:

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

25 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

26 ***SECTION 17.1 – DEFINITION OF EMPLOYEES***

27 “Vehicle Maintenance Employees” shall mean all Employees in the following job
28 classifications:

- 1 • Assistant Utility Service Worker
- 2 • Electronic Technician
- 3 • Equipment Dispatcher
- 4 • Equipment Painter
- 5 • Equipment Service Worker – Stores Driver
- 6 • Equipment Service Worker
- 7 • Lead Electronic Technician
- 8 • Lead Equipment Painter
- 9 • Lead Equipment Service Worker
- 10 • Lead Maintenance Machinist
- 11 • Lead Mechanic
- 12 • Lead Sheet Metal Worker
- 13 • Lead Transit Parts Specialist
- 14 • Lead Purchasing Specialist
- 15 • Lead Vehicle Upholsterer
- 16 • Maintenance Machinist
- 17 • Mechanic
- 18 • Mechanic Apprentice
- 19 • Metal Constructor
- 20 • Paint Preparation Technician
- 21 • Purchasing Specialist
- 22 • Purchasing Specialist-NRV
- 23 • Senior Stores Clerk
- 24 • Sheet Metal Worker
- 25 • Transit Parts Specialist
- 26 • Utility Service Worker
- 27 • Utility Service Worker/CDL Trainee
- 28 • Vehicle Damage Estimator

- 1 • VM Technical Information Process Specialist III
- 2 • VM Technical Information Process Specialist III - Stores
- 3 • Vehicle Upholsterer

4 **SECTION 17.2 – GENERAL CONDITIONS**

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

7 B. Prior to installing electronic time clocks in the Vehicle Maintenance workplace,
8 METRO will notify the UNION and discharge any bargaining obligation that is mandated by law.

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

12 D. A Utility Service Worker (USW) who agrees to drive a vehicle in the performance
13 of their fundamental duties, who acquires a Washington state Class B CDL, and who successfully
14 completes METRO’s driver training, will have an additional \$2.00 per hour added to their base USW
15 wage rate for all hours worked. Such Employee also will be subject to METRO’s Accident Point
16 System and federally mandated random drug/alcohol tests. A USW who is earning a \$.70 premium
17 as of November 1, 2004, and who fails to get a CDL will continue to be paid the \$.70 premium as
18 long as they continue in that classification. A USW who fails to maintain their CDL shall lose their
19 premium pay.

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

23 F. In addition to the conditions listed in Article 3, Section 13, METRO shall post all
24 Special Duty Assignments for Vehicle Maintenance special projects for a minimum of ten calendar
25 days and provide the UNION with copies of all postings. The posting obligation shall be triggered in
26 accordance with the provisions of Article 3, Section 13, Subsection D.

27 G. Aside from repairs covered by warranty or recall of Non-Revenue Vehicles (NRV)
28 and equipment, METRO will make every reasonable effort to have Revenue Vehicles (RV) and Non-

1 Revenue Vehicles (NRV) and equipment, repaired by Vehicle Maintenance Employees. METRO's
2 reasonable efforts shall be in accordance with the following procedure:

3 1. METRO shall first seek journey-level Employees to repair the RV, NRV
4 and/or equipment at the base where it is maintained at.

5 2. If the Base Leadership Team (Superintendent and/or Chief and the Lead at
6 the base the RV, NRV and/or equipment is normally maintained at) is unable to find journey-level
7 Employees at the Base where the RV, NRV and/or equipment is normally maintained at to make the
8 repair in a timely and cost-effective manner, the Base Leadership Team will inquire if the Component
9 Supply Center (CSC) or journey-level Employees at other bases can make the repair in a timely and
10 cost-effective manner.

11 3. If the Base Leadership Team determines that no journey-level Employee is
12 able to make the repair in a timely and cost-effective manner at any base or CSC, Base Management
13 shall meet with the UNION's Vehicle Maintenance Vice President to discuss the reasonable efforts
14 made to complete the repair in-house prior to entering into any subcontracting arrangement or
15 contracting the Vendor.

16 4. If the UNION's Vehicle Maintenance Vice President is not available to
17 meet, METRO shall meet with the UNION's President, and if the President is not available, METRO
18 shall meet the UNION's Vice President. At that time, a mutual determination will be made between
19 METRO and the UNION as how best to proceed.

20 H. No Employee acting as or upgraded to chief shall issue discipline to other
21 Employees or perform formal evaluations.

22 I. When outside contractors install advertising on METRO's vehicles, their work will
23 not displace any Employee from their work area. METRO will make efforts to schedule this work in
24 a time and location that minimizes impacts on Employees.

25 ***SECTION 17.3 – WORK ASSIGNMENTS***

26 A. The workweek shall consist of five consecutive days, except when an Employee's
27 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
28 regularly scheduled workday. Day shift and swing shift will be completed within a continuous eight

1 and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-
2 minute rest breaks. Graveyard shift will be completed within a continuous eight hour period, and will
3 include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the
4 “straight through” graveyard shift, there is an expectation that quantity of work will not decrease
5 partly because the overlap/turnover time at the ends of the graveyard shift will be shortened.
6 Employees who pick a regular schedule consisting of an alternative workweek will be governed by
7 the provisions in Article 13.

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

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

10 **D.** For the purposes of the pick and subsequent work assignments, the graveyard shift
11 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
12 swing shift shall be considered the third.

13 **E.** Should it become necessary to alter a shift anytime during a shake-up and such
14 alteration imposes a serious hardship on an Employee, or should an Employee have a serious
15 hardship or request for accommodation, which requires an alteration in the start or quit times of a
16 shift, such Employee may request that METRO consider their request. METRO will then contact the
17 UNION to review the matter. Alterations to Employees’ start or quit times shall be made by mutual
18 consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated
19 by mutual agreement of the Employee and their Base Management team (Superintendent/Chief).

20 **F.** For holiday work assignments, METRO will determine the staffing needs for each
21 shift. When METRO has determined which classifications will be required to work, Employees in
22 those classifications will be offered the holiday assignment in seniority order, first to Employees that
23 are scheduled to work that day as part of their regular work assignment. If after offering the holiday
24 assignment, by seniority, to Employees who are regularly scheduled to work that day and there are
25 more assignments available, it will then be offered to Employees on their RDO until assignments are
26 filled. Should no Employee accept the holiday assignment, Employees from other shifts within the
27 base will be offered the work before assignments are made by inverse seniority to Employees that are
28 scheduled to work that day as part of their regular work assignment. Except in the classification of

1 Transit Parts Specialist (TPS), holiday assignments shall be offered by seniority within the base.

2 **G.** METRO acknowledges the extraordinary work that the world-class technicians in
3 the Component Supply Center (CSC) provide by rebuilding parts and components, as well as the cost
4 efficiencies that are created by this work group. It is not METRO's intention to reduce the rebuild
5 staff at the Component Supply Center (CSC) as a result of this agreement. At its discretion, METRO
6 may choose to purchase new, used, or remanufactured parts or components. When METRO
7 purchases remanufactured parts or components, where it sends METRO-owned parts or components
8 for repair or exchange, the following process will apply:

9 **1.** Prior to making a decision to purchase a remanufactured part or component
10 that has historically been repaired by METRO Employees, METRO will notify the UNION and share
11 information about the factors it has considered in making its decision to purchase remanufactured
12 parts. METRO will provide information about its estimates of cost savings of purchasing a
13 remanufactured component or part, versus purchasing a new or used part or component. METRO
14 shall also share information on how it has considered having parts or components repaired at the CSC
15 or the various vehicle maintenance shops at the bases.

16 **2.** If the UNION disagrees with METRO's analysis or it has other reasons to
17 disagree with purchasing a remanufactured part or component, it shall request an ad hoc labor-
18 management meeting at which it may advocate for the continued in-house repair. METRO agrees to
19 schedule the meeting and meet within 14 calendar days of the request. After receiving information,
20 should it continue to disagree with METRO's decision, the UNION must submit a cost analysis and
21 bid for METRO to retain the work, within 14 calendar days of the meeting with METRO.

22 **3.** METRO retains the right to make the final decision whether to purchase
23 remanufactured parts and components, or to perform repairs on a part or component in-house. If the
24 part or component is less expensive to rebuild in house, according to METRO's assessment, the work
25 shall be performed by Employees. At the request of the UNION, METRO will provide information
26 about its methodology for assessment of costs, consistent with paragraphs 1 and 2 above.

27 **4.** The purchase of remanufactured parts or components will not result in
28 layoffs.

SECTION 17.4 – ROVER AND VOLUNTEER ASSIGNMENTS

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

1. If a vacancy/assignment occurs, METRO may fill the vacancy/assignment by offering the assignment in seniority order to a volunteer at the base from a different shift, then to a volunteer from another base. METRO will solicit volunteers via e-mail for each opportunity.

2. For vacancies of less than 5 days, METRO may offer the work to any voluntary Employee within the base, utilizing volunteers on the sign-up list first.

3. If no volunteer is available, METRO will assign the work to a rover in accordance with the language in this Section.

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

B. METRO will identify rover positions by classification. The maximum number of rover positions for any classification is one rover position for each base. When not filling a rover assignment, the RDOs for all rover pick positions will be Saturday and Sunday, as identified on the pick sheets. METRO is limited to one rover in the classifications of 35 Employees or less.

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

D. Rover assignments will be a minimum of five workdays. If a rover is still filling a vacancy/assignment after four weeks, such rover shall have the option to return to their regular shift and may not be reassigned to the same vacancy/assignment until another rover has been used to fill the vacancy/assignment.

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

F. METRO will provide a minimum of 48 hours advance notice prior to any change in assignment for any rover.

G. For the purpose of RDO overtime only, a rover shall be considered assigned to the base and shift at which they worked the day preceding their RDOs.

1 **H.** A rover assigned to a different work shift, or a volunteer who has mutually agreed
2 to adjust their work shift, will receive the shift differential, if any, associated with their picked shift or
3 the shift differential associated with the shift to which they are assigned, whichever is greater.

4 **SECTION 17.5 – LEAD EMPLOYEES**

5 **A.** When a permanent vacancy occurs within a Lead classification where there are not
6 at least 35 employees in the classification being led, the position shall be filled by a recruitment that
7 will simultaneously accept applications from current Rail Employees, Bus-side Employees, other
8 King County employees, and outside applicants. First preference will be given to any current
9 Employees in the classification being led who have, as of the last day applications are accepted, a
10 minimum of two years experience in that classification at METRO. Should METRO determine that
11 no career service Employees in the classification qualify for a Lead position, it will notify the
12 UNION of its determination prior to moving to all other applicants.

13 When a permanent vacancy occurs within a Lead classification where there are at least 35
14 employees in the classification being led, the position shall be filled by a recruitment. Applicants
15 shall be current Employees in the classification being led and must have, as of the last day
16 applications are accepted, a minimum of two 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. Among Employees determined
20 to be equally qualified by METRO, seniority shall be the deciding factor.

21 **C.** Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
22 premium above the top step of the existing wage rate and any shift differential of the classification for
23 which they serve as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift
24 differential, plus 10%.

25 **D.** Lead Employees have the responsibility of coordinating the work of the
26 Employees to whom they are assigned to provide lead direction. Lead Employees assign job tasks
27 and direct Employees' efforts to ensure that work gets done effectively while treating all Employees
28 with respect and in a fair and consistent manner. A Vehicle Maintenance Lead shall be considered a

1 working Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of
2 the classification they are leading.

3 E. No Lead Employee will discipline (as defined in Article 4, Section 2, Paragraph A)
4 other Employees or perform formal Employee evaluations.

5 F. For overtime and holiday work assignments: When performing the regular work of
6 the classification that they are leading, the Lead of that specific classification will be offered the
7 assignment only after all the other Employees in that classification (by base, by shift, by seniority)
8 have been asked first.

9 G. A Lead Employee may resign their Lead position at any time. The Employee will
10 remain in the position until METRO is able to replace them, generally with a regular appointment.

11 ***SECTION 17.6 – PICKS AND MOVE-UPS***

12 A. Two times each year except at NRV and CSC, when a facility opens or closes, or
13 when METRO schedules a system-wide pick, the number of Employees required on each shift at
14 each base shall be posted. The two picks will coincide with Operators' Spring and Fall picks. NRV
15 and CSC positions will be picked once each year at the first pick of each year.

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

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

25 2. Employees in the classifications of Maintenance Machinist, Lead
26 Maintenance Machinist, Mechanic Apprentice, Purchasing Specialist – NRV, Senior Stores Clerk,
27 VM TIPS III - Stores, and Assistant Utility Service Worker will be considered stationary
28 classifications and will not participate in the pick unless METRO establishes multiple shifts,

1 alternative work schedules or work sites for these classifications.

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

6 **D.** METRO will make arrangements for each Employee to be available to report to an
7 appropriate pick location at least ten minutes ahead of their pick time to examine available work
8 assignments in person, or virtually. An Employee shall be compensated for the time spent in the
9 selection process when it is during their work hours.

10 **E.** UNION representatives for Vehicle Maintenance will be present and facilitate the
11 pick.

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

19 **G.** When METRO determines that an Employee will be unavailable for work for an
20 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer for Vehicle
21 Maintenance will be notified prior to the pick process. If such Employee returns to work during a
22 shake-up, they may return to their previous picked position, if such still exists, or to a position as
23 close as possible to the assignment they were working previously. METRO and the Employee may
24 mutually agree to a different assignment, and the UNION will be notified.

25 **H.** Any Employee covered by this Article, who picks a position in which they do not
26 properly perform may be placed on any available shift at any base until the next shake-up by their
27 unit supervisor.

28 **I.** When a vacant position is filled or a new position is created and filled, Employees

1 in that classification, at that base, will have a move-up if requested by the UNION. The UNION will
2 be notified and effect the move-up. When such vacancy is a Lead position or in a job classification
3 with 35 or fewer Employees, such move-up will be system-wide. Move-ups will be conducted only
4 when they can be completed 28 calendar days prior to the shakeup.

5 **J.** Stores Drivers hired before November 1, 2007, will remain in Stores Driver
6 assignments and will not be bumped during any subsequent pick. If a Stores Driver voluntarily
7 chooses work other than a Stores Driver assignment, they will forfeit all rights to revert back to
8 Stores Driver status. Stores Drivers will pick Stores Driver assignments and vacation by Stores
9 Driver seniority, independent of Equipment Service Workers.

10 ***SECTION 17.7 – VACATION SELECTION***

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

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

17 **C.** Vacations may be selected in blocks consisting of one or more consecutive weeks
18 of vacation.

19 **D.** If at the time of vacation pick an Employee's vacation leave accrual is not evenly
20 divisible into full week 40-hour blocks, an Employee may elect to pick a full week 40-hour block or
21 an additional such block when the remainder of the Employee's accrued leave, including vacation
22 and Personal Holiday rollover, is equal to or greater than 24 hours at the time of the pick. This
23 provision also applies to newly hired or rehired Employees if they have not yet accumulated 40 hours
24 of vacation leave.

25 **E.** In order to use the blocks, an Employee must have the time available at the time
26 the vacation is to be used. That time can be in the form of vacation leave, AC time, or Personal
27 Holiday. In order for an Employee to use AC time for Picked Vacation Leave, they must first deplete
28 their vacation bank balance. An Employee who has otherwise used their leave time prior to the dates

1 picked for vacation shall not be permitted to use any time chosen for which they do not have
2 available leave. An Employee will not be allowed leave without pay (LWOP) to cover for days they
3 selected but for which they do not have the accruals available on the day requested, except with the
4 express written consent of METRO in accordance with Article 10, Section 1 of this AGREEMENT.
5 If such written consent is not granted, the Employee will be expected to be at work on their normal
6 shift.

7 **F.** The selection of vacations by Vehicle Maintenance Employees shall be extended
8 over the entire calendar year. An Employee who takes their vacation in two or more blocks shall
9 select the second block of their vacation after all Employees in their classification have made their
10 first selection; their third selection after all Employees in their classification have made their second
11 selection; etc., until all blocks of the vacation have been selected. Picked vacation blocks will begin
12 or end with the Employees' regular day off (RDO) at the Employee's discretion.

13 **G.** A Vehicle Maintenance Employee may otherwise use vacation in increments of
14 one or more hours, provided they have vacation available and subject to advance approval by their
15 supervisor.

16 ***SECTION 17.8 – OVERTIME***

17 **A.** All hours worked in excess of eight in the scheduled workday or work on an
18 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
19 time rate of pay for the classification for actual overtime hours worked. No Employee shall receive
20 overtime until they have worked eight hours in a day, not to include any approved time-off (i.e. sick
21 leave, A/C or vacation).

22 **B.** An overtime assignment of four hours or less shall be offered within a base, shift
23 and job classification, by seniority to qualified Employees who are working the shift preceding or
24 succeeding the shift where the work is to be performed, including any Employees working on their
25 RDO. If contacted prior to the end of their regular work shift, an Employee may return within two
26 hours to complete an OT assignment that is considered to be directly succeeding their shift. This
27 Employee will not be subject to Article 17.8.J and will be paid for all hours worked, not to exceed 12
28 hours in any workday.

1 C. Once METRO has determined the staffing needs for an overtime assignment of
2 more than four hours the assignment shall be offered within a base, shift and job classification, by
3 seniority, to qualified Employees (including Lead and Apprentice Employees in accordance with
4 Section 5, Paragraph F and Section 8, Paragraph M). Once METRO offers an overtime assignment
5 of eight hours to any Employee, it will offer it to all eligible Employees including Employees on an
6 RDO before it is split into smaller pieces.

7 D. With at least two-hour notice to an Employee, METRO may cancel an overtime
8 assignment in its entirety.

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

12 F. An Employee who does not want to be offered overtime opportunities on their
13 RDOs preceding or succeeding any paid time off or holidays must provide written notice to their
14 immediate supervisor. This provision does not apply to forced overtime. An Employee shall not be
15 eligible to work overtime on RDOs between their consecutive vacation blocks.

16 G. Mechanics who have picked CSC workgroups as identified on the pick, will be
17 offered overtime by shift, by seniority, within the following two workgroups:

18 Rebuild - Mechanical

19 Rebuild - Electrical

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

23 H. Overtime on any shift shall be computed at the rate paid for the Employee's
24 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
25 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
26 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
27 shift overtime rate of pay.

28 I. In the case of an extreme emergency, METRO can assign overtime work to any

1 qualified Employee. An Employee who works overtime during an extreme emergency shall be
2 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
3 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-
4 day period. An Employee may voluntarily waive the time off required in this Paragraph.

5 **J.** A Vehicle Maintenance Employee, who has gone home after their regular shift and
6 who is called back to work and reports for work, will be guaranteed at least four hours pay at the
7 overtime rate. If an Employee is contacted prior to their regular scheduled shift end-time, the
8 Employee may leave work at their regularly scheduled end-time and return to perform overtime
9 worked in their classification (provided the work falls within their shift times as defined by Article
10 17, Section 9) and will not receive the guaranteed four hour minimum.

11 **K.** A Vehicle Maintenance Employee called in before their regularly scheduled report
12 time and in conjunction with their regular shift will be paid for actual hours worked.

13 **L.** An Apprentice will be offered an overtime or holiday work assignment (by base,
14 by shift, by seniority) only after Employees and Leads in that classification have been asked first.
15 Apprentices will not be subject to inverse seniority to fill work assignments for overtime or on
16 holidays.

17 **M.** Overtime assignments in the classification of Equipment Service Worker (ESW)-
18 Stores Driver, when performing the traditional and historical duties of the Stores Driver
19 classification, will first be offered to the Employee grandfathered in the ESW-Stores Driver
20 classification before being offered by shift, by seniority to ESW's within the base. In the case of an
21 emergency an overtime assignment may be offered to ESW's by shift, by seniority within the base
22 before offering the overtime assignment to the ESW-Stores Driver.

23 ***SECTION 17.9 – SHIFT DIFFERENTIAL***

24 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.
25 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
26 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

27 ***SECTION 17.10 – SPECIAL BENEFITS***

28 **A.** For 2023, a tool allowance of \$903 shall be provided to Employees who were

1 permanently assigned as of January 1, 2023. Following 2023, a \$941 tool allowance shall be provided
2 annually, on Employees' regular paychecks, not later than the last paycheck of March of each year, to
3 Employees permanently assigned, between January 1st the same year and the last day of the pay
4 period which the tool allowance is issued, to the classifications of Electronic Technician,
5 Maintenance Machinist, Mechanic, Mechanic Apprentice, Metal Constructor, Sheet Metal Worker,
6 Transit Electronic Communications Technician, Vehicle Upholsterer, and to Leads in those
7 classifications.

8 METRO agrees to provide those tools necessary to perform all mechanical work assigned to
9 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
10 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives
11 under its tool contracts, in accordance with procedures established by METRO. Tools purchased
12 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be
13 purchased for an Employee's personal use. Tools purchased or replaced using the tool
14 allowance/discount shall be the personal property of the Employee.

15 **B.** METRO shall provide tool insurance to those Employees who receive an annual
16 tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
17 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
18 report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO
19 property. Each Employee shall have on file with their immediate supervisor an up-to-date inventory
20 of tools designating the type, size and manufacturer. Photographs will be accepted. METRO shall
21 have the right to inspect the inventory of tools. However, an Employee shall be allowed three
22 calendar days after the inspection to locate any tools which they claim are missing.

23 **C.** Each Vehicle Maintenance Employee shall receive their choice of coveralls or a
24 clean uniform (pants and shirt) daily.

25 **D.** Any Employee who is required to work in inclement weather or hazardous areas
26 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
27 to, a high-visibility cold weather jacket, rainset, hat, and boots. Each Employee is required to wear
28 footgear approved by METRO. High-visibility cold weather jackets will be provided on a schedule

1 according to the regular replacement policy. Each Employee shall be entitled to a METRO voucher
2 to be applied toward purchases of footgear (one pair of boots, socks and cushioned inserts identified
3 on the METRO voucher at time of purchase). The maximum METRO contribution paid by such
4 voucher shall be \$220 (plus sales tax) per Employee as provided in Paragraph E. Employees may use
5 up to \$50.00 of the voucher amount to purchase work socks.

6 **E.** METRO shall provide and maintain necessary safety clothing, uniforms and
7 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

8 **F.** When an Employee is informed during their regular shift that overtime in excess of
9 two hours beyond the end of the regular shift will be required, or when an Employee is called at
10 home to perform work commencing in excess of two hours before their shift, METRO will provide a
11 30-minute unpaid meal period or a 15-minute paid break, upon request, at the Employees' preference.

12 **G.** Except where modified by historical practice, duties traditionally performed by the
13 Employees in the job classifications listed in Section 1, will be performed only by Employees
14 working in those classifications.

15 **H.** METRO shall respect the classification boundaries that are established in the
16 classification specifications for Vehicle Maintenance jobs; however it is agreed that the incidental
17 assignment of cross-classification work is allowed. No Employee shall be expected to perform work
18 for which they have not been adequately trained or which is unsafe. If the UNION believes that
19 cross-classification work has exceeded an incidental amount, the PARTIES shall convene special
20 Labor-Management discussion to attempt to address the UNION's concerns over staffing levels and
21 work assignments.

22 **I.** Vehicle Maintenance Employees may use the ten minutes prior to the end of their
23 workday for personal clean-up.

24 **J.** When upgraded to a Lead or Equipment Dispatcher position, the Employee shall
25 receive the Lead or Equipment Dispatcher rate of pay. When upgraded to any other classification, an
26 Employee shall be paid according to Article 3. However, no upgraded Employee shall be paid more
27 than the top step of the classification to which they have been upgraded.

28 **K.** METRO will provide a secure area at each work location for UNION-related

1 materials accessible to all UNION representatives at that location.

2 L. When METRO determines that an Employee will be upgraded to Chief for more
3 than four hours and the upgrade creates a vacancy in the Lead classification, that vacancy will be
4 where there is no second lead assigned. That vacancy will be filled through upgrade or overtime
5 assignment in accordance with Article 17.

6 M. A Vehicle Maintenance Employee who works on the day of holiday observance,
7 as part of their regular work schedule, will receive eight hours of holiday pay to compensate for the
8 holiday and will receive their choice of either AC time or overtime pay at the rate of time and one
9 half for all time worked.

10 N. An Employee who is assigned to train an Intern or Apprentice will receive a 10%
11 premium under the following circumstances, and is only paid for actual time spent training. Leads
12 are not eligible for training pay. Time spent training an Apprentice or Intern must be pre-authorized
13 in writing and involve active instruction. Training pay will not be offered for any other types of
14 intern, apprentice, or for peer-to-peer training or orienting new Employees.

15 O. Employees covered by this Article shall be eligible for a reimbursement of \$250
16 toward the purchase of one pair of prescription safety glasses every three years.

17 ***SECTION 17.11 – ATTENDANCE***

18 A. The PARTIES recognize that Vehicle Maintenance duties and functions are time
19 critical and that Employees have the responsibility and obligation to be at work on time each day.
20 Vehicle Maintenance Employees will be subject to the following terms, which supersede any
21 conflicting provisions elsewhere in the AGREEMENT.

22 B. Vehicle Maintenance will monitor and record attendance using the terms of late
23 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to an
24 Employee who calls one-half hour before their shift to request unscheduled leave and then is
25 requested to come to work, provided they report to work in a reasonable time. An Employee can use
26 AC time or vacation time to make up lost time.

27 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
28 follows:

- 1 1. An Employee may complete any time left on their shift.
- 2 2. An Employee may work a full eight hours, or ten hours for 4/40 Employees,
- 3 even though this work would continue into the next shift.
- 4 3. An Employee may not use AC time or vacation to make up lost time.
- 5 4. An Employee will be paid for actual hours worked at their scheduled rate of
- 6 pay.
- 7 5. A late occurrence shall not create an overtime opportunity for the late
- 8 Employee. No grievances will be filed by other Employees claiming overtime infringements should
- 9 an Employee elect to work their full shift and the time worked extends into another shift.

10 6. Late occurrences will be recorded in a 180-day rolling time frame as
11 follows:

- 12 a. 1st through 5th occurrence – Employee and immediate
- 13 supervisor initial the attendance card.
- 14 b. 6th occurrence – One-day suspension without pay.
- 15 c. 7th occurrence – Discharge, unless METRO determines that an
- 16 additional suspension may be sufficient to correct the
- 17 Employee’s attendance problem.

18 **D. Unexcused absences (over two hours late) shall be managed and recorded as**
19 follows:

- 20 1. An Employee may complete their shift only.
- 21 2. An Employee may not use AC time or vacation to supplement their regular
- 22 shift pay.
- 23 3. Such Employee is not eligible for overtime that day.
- 24 4. Unexcused absences will be recorded in a twelve-month rolling time frame

25 as follows:

- 26 a. 1st and 2nd occurrence – Employee and immediate supervisor
- 27 initial the attendance card.
- 28 b. 3rd occurrence – One-day suspension without pay.

1 c. 4th occurrence – Discharge, unless METRO determines that an
2 additional suspension may be sufficient to correct the
3 Employee’s attendance problem.

4 E. An occurrence which results in a second one-day suspension within 180 calendar
5 days of the occurrence that resulted in the first suspension shall result in discharge.

6 F. Extenuating circumstances will be considered. Any request by an Employee to
7 have a late occurrence or unexcused absence removed from the attendance management record must
8 be presented to the immediate supervisor in writing, within five working days of the occurrence. An
9 Employee who had a late occurrence or unexcused absence removed from the attendance
10 management record has the option to use vacation leave, AC time, or sick leave as appropriate to
11 make up the lost time.

12 G. The PARTIES agree to review this Section on an annual basis.

13 ***SECTION 17.12 – APPRENTICESHIP PROGRAM***

14 The purpose of this program is to establish an on-the-job apprenticeship training program
15 leading to the status of journey level in the classification to which they are apprenticed. The
16 classification of apprentice shall be covered under all the terms and conditions of this AGREEMENT,
17 unless otherwise specified under the specific Apprenticeship Standards for such classification.

18 A. All Employees are eligible to apply for and participate in the Apprenticeship
19 Program.

20 B. Qualified Employees in Vehicle Maintenance shall be selected before other
21 qualified Employees.

22 C. Should no Employee be qualified, METRO may hire through an open and
23 competitive recruiting process.

24 ***SECTION 17.13 – TRAINING***

25 A. When possible, training will be scheduled to minimally impact swing and
26 graveyard Employees. Efforts will be made to conduct training on all shifts. If training is off the
27 Employee’s normally picked shift, flexible schedules will be allowed by mutual agreement of the
28 Employee and their Base Management team (Superintendent/Chief). If mutual agreement cannot be

1 reached, the process in Article 17, Section 3, Paragraph E will be used to resolve the issue. Except for
2 CDL training, under no circumstances will an Employee be forced to alter their shift to attend
3 training.

4 **B.** If the training session is cancelled, the Employee will be required to return to their
5 base to complete their shift or request paid time off for the remainder of the day.

6 **C.** If a training that is not during the Employee's normally picked shift is cancelled,
7 the Employee shall not suffer loss of pay.

8 ***SECTION 17.14 – VEHICLE MAINTENANCE PAYROLL PROCESSING***

9 **A.** TIPS IIIs will remain the principal payroll processors at Vehicle Maintenance
10 bases, with the exception of the Non-Revenue Vehicle base. At the Non-Revenue Vehicle base,
11 Transit Administrative Support Specialist III will remain the principal payroll processors.

12 **B.** The UNION and METRO agree that the prompt processing of payroll is extremely
13 important. To ensure payroll is processed in a timely manner, METRO and the UNION agree to the
14 following procedure for the assignment of Vehicle Maintenance payroll:

15 **1.** If the TIPS III at a base is unavailable to process payroll on the first day of
16 a payroll processing week (usually Monday), METRO will offer the work via email to other TIPS IIIs
17 to cover the work on either straight time or overtime. TIPS IIIs will be given two hours to volunteer
18 for the assignment, and selection will be based on seniority order within the TIPS III classification.

19 **2.** If no TIPS III accepts the work within the two hour deadline, METRO may
20 then assign payroll work to any qualified timekeeper.

21 **3.** After the first day of a payroll processing week (usually Tuesday), if a TIPS
22 III at a base is unavailable to process payroll, METRO will assign payroll processing to any qualified
23 timekeeper.

24 **C.** In order to ensure Administrative Specialists are trained to process base payroll
25 and their skills are refreshed, METRO may assign Administrative Specialists to perform base payroll
26 quarterly.

27 **D.** In the case of an emergency, as defined in this AGREEMENT, METRO can assign
28 payroll work to any qualified timekeeper.

1 E. METRO may assign Administrative Specialists or other qualified employees to
2 conduct payroll quality assurance audits.

3 F. The PARTIES agree King County email is the correct and contractually sufficient
4 method of notification of the TIPS III payroll work opportunities, including overtime.

5 G. The PARTIES agree to meet to attempt to resolve any problems that occur in the
6 implementation of or application of this section of the AGREEMENT.

7 H. The PARTIES agree that this section of the AGREEMENT may not be used to
8 assert a dilution of the work historically performed by the TIPS III job classification.

9 ***SECTION 17.15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS***

10 The PARTIES agree to maintain a committee to be known as the Vehicle Maintenance Labor
11 Management Relations Committee (VLMRC), with the express intent of promoting and
12 encouraging a collaborative, on-going labor-management relationship that strengthens mutual
13 respect, trust, understanding and effective communication. Any recommendations that lead to
14 changes to this AGREEMENT must be negotiated by the PARTIES and agreed to by both the
15 UNION and the Office of Labor Relations pursuant to Article 27, Section 1.

16 This committee shall meet for the purpose of discussing, approving and/or proposing resolutions to:

17 A. Issues or problems of METRO policies which affect the Employees and which
18 either PARTY requests be placed on the agenda.

19 B. Issues or problems of contract administration, other than formal grievances which
20 are being processed, unless mutually agreed by both PARTIES.

21 C. Other matters of mutual concern.

22 ***SECTION 17.16 – SAFETY COMMITTEE***

23 The VM Safety Committee shall meet quarterly or more frequently when requested by either
24 the UNION or METRO. The committee shall consist of each base's elected VM safety officer and
25 one appointee from the UNION. The Employer shall appoint an Industrial Safety Officer/designee
26 and four representatives from the maintenance section representing METRO. Duties of the
27 committee shall be restricted to discussing safety goals and making recommendations to help
28 METRO improve safety standards and training for all the VM job classifications. The committee

1 shall work on the following issues:

2 1. The PARTIES shall add overall Vehicle Maintenance safety concerns as a new
3 area of focus to the committee.

4 2. The committee may enlist the help of subject matter experts from time to time.

5 3. The committee shall improve its organization and processes by keeping minutes,
6 using a spreadsheet of items that it is addressing, and addressing urgent issues on an expedited basis.

7 4. Recommendation of the committee should be shared with both METRO and the
8 UNION leadership for action, pursuing solutions, and evaluating urgent issues.

9 5. Make recommendations to improve the training program for safe work on Electric
10 Propulsion systems.

11 6. Make a recommendation for a VM Safety award program (VMSAP) to include
12 criteria and thresholds to measure and reward safe worker behavior.

13 ***SECTION 17.17 – COOPERATIVE INTERNSHIP/LEARNING PROGRAM***

14 The following terms apply to the Cooperative Internship/Learning Program:

15 1. No more than six students shall be allowed to work at any given time, or work
16 on Saturday or Sunday.

17 2. No Employee in the bargaining unit shall be responsible for any actions of the
18 students.

19 3. This program shall not reduce the amount of work available to bargaining unit
20 Employees, nor shall it reduce the scope of UNION work.

21 4. Students involved in this program shall not be members of the bargaining unit.

22 5. METRO will fund these positions through King County’s internship program.

23 6. The UNION and METRO shall meet, at the request of either PARTY to discuss
24 and resolve any issue(s) that arise related to this program.

25 **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

26 ***SECTION 18.1 – DEFINITION OF EMPLOYEES***

27 “Facilities Maintenance Employees” shall mean all Employees in the following job
28 classifications, and their respective lead positions where applicable:

- 1 • Facilities Maintenance Trainee
- 2 • Facilities Maintenance Worker
- 3 • Transit Building Operating Engineer
- 4 • Transit Building Operating Engineer – Apprentice
- 5 • Transit Building Operating Engineer – Lead
- 6 • Transit Carpenter
- 7 • Transit Carpenter – Lead
- 8 • Transit Facilities Specialist (Custodian I)
- 9 • Transit Facilities Specialist (Custodian II)
- 10 • Transit Facilities Specialist (Custodian – Lead)
- 11 • Transit Electronic Communication Technician
- 12 • Transit Equipment Operator
- 13 • Transit Facilities Millwright
- 14 • Transit Facilities Millwright – Lead
- 15 • Transit Grounds Specialist
- 16 • Transit Grounds Specialist - Lead
- 17 • Transit Maintenance Constructor
- 18 • Transit Maintenance Constructor – Lead
- 19 • Transit Maintenance Painter
- 20 • Transit Maintenance Painter – Lead
- 21 • Transit Maintenance Signage Specialist
- 22 • Transit Maintenance Signage Specialist - Lead
- 23 • Lead Transit Equipment Operator
- 24 • Transit Purchasing Specialist
- 25 • Transit Purchasing Specialist - Lead
- 26 • Transit Maintenance Painter - Apprentice
- 27 • Transit Radio and Communication Systems Specialist
- 28 • Transit Radio and Communication Systems Specialist – Lead

- 1 • Transit Utility Laborer
- 2 • Transit Utility Laborer - Lead

3 **SECTION 18.2 – GENERAL CONDITIONS**

4 If the UNION wishes to discuss concerns about the movement of a chief that does not
5 coincide with the pick posting, the PARTIES will discuss whether there is a need for a shake-up or
6 move-up.

7 **SECTION 18.3 – SUBCONTRACTING**

8 A. METRO shall not subcontract work historically performed by members of the
9 UNION, except that METRO may contract the maintenance of up to ten park-and-ride lots during the
10 term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and
11 other work that does not require power tools except weed eaters.

12 B. Prior to each shakeup, PARTIES representatives will establish, by mutual
13 agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

14 C. METRO may allow unpaid volunteers or unpaid community groups to clean or
15 otherwise maintain METRO shelters and park-and-ride lots.

16 **SECTION 18.4 – CAREER PATHS – PERMANENT APPOINTMENTS**

17 A. Vacancies in the Transit Facilities Specialist (Custodian I) classification will first
18 be filled by qualified TFD Employees with a lower pay grade through an internal TFD selection
19 process that gives consideration to suitable skillset, work history, and then offered by seniority. If a
20 qualified candidate is not identified for hire among internal TFD Employees of a lower pay grade,
21 then METRO shall hire pursuant to Article 2, Section 1.

22 B. Vacancies in the Transit Facilities Specialist (Custodian II) classification will be
23 filled qualified TFD Employees in the Transit Facilities Specialist (Custodian I), next by Facilities
24 Maintenance Worker classifications through an internal TFD selection process that gives
25 consideration to suitable skillset, work history, then offered by seniority. . If a qualified candidate is
26 not identified for hire among lower paid classification applicants as described herein, then METRO
27 shall hire pursuant to Article 2, Section 1.

28 C. Vacancies in the Utility Laborer classification will be filled by qualified TFD

1 Employees with a lower pay grade through an internal TFD selection process that gives consideration
2 to suitable skillset, work history, then offered by seniority. If a qualified candidate is not identified
3 for hire among internal TFD Employees of a lower pay grade, then METRO shall hire pursuant to
4 Article 2, Section 1.

5 D. Vacancies in the Signage Specialist classification will be filled by qualified Utility
6 Laborers through an internal TFD selection process that gives consideration to suitable skillset, work
7 history, then offered by seniority. If a qualified candidate is not identified for hire among internal
8 TFD Employees of a lower pay grade, then METRO shall hire pursuant to Article 2, Section 1.

9 E. Vacancies in the Lead Transit Custodian classification will first be filled through
10 an internal TFD selection process that gives consideration to suitable skillset, work history, then
11 offered by seniority. If a qualified candidate is not identified for hire among internal TFD Employees
12 of a lower pay grade, then METRO shall hire pursuant to Article 2, Section 1.

13 F. Vacancies in the Equipment Operator classification will be filled by qualified TFD
14 Employees with a lower pay grade through an internal TFD selection process that gives consideration
15 to suitable skillset, work history, including driving and CDL requirements, then offered by seniority.
16 If a qualified candidate is not identified for hire among internal TFD Employees of a lower pay
17 grade, then METRO shall hire pursuant to Article 2, Section 1.

18 ***SECTION 18.5 – WORK ASSIGNMENTS***

19 A. The workweek shall consist of five consecutive days, except when an Employee's
20 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regularly
21 scheduled workday. Each shift will be completed within a continuous eight and one-half hour period
22 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard
23 shift will be completed within a continuous eight hour period, and will include a paid one-half hour
24 lunch break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting
25 of an alternative workweek will be governed by the provisions in Article 13. The PARTIES
26 understand that straight-through work is not intended to result in a loss of productivity for the shift.

27 B. If it becomes necessary to alter a shift, and such alteration imposes a serious
28 hardship on the Employee, or should an Employee have a hardship or request for accommodation,

1 such Employee may request that the PARTIES review the matter.

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

5 D. The term “complex”, as used in this Article, shall mean a group of specific
6 worksites within a defined geographical area, as described in Exhibit C, except as modified by the
7 Facilities Labor-Management Relations Committee.

8 E. For holiday work assignments, METRO will determine the staffing needs for each
9 shift. After METRO determines how many Employees in each classification shall be required to
10 work, holiday assignments shall be offered consistent with the overtime language in Section 10. For
11 those Employees working a graveyard shift, they may discuss with their Chief or designee as to
12 whether the night before or the night after is preferred for their holiday off, assuming business needs
13 are met and with the understanding that this is not intended to increase overtime, but rather to allow
14 Employees to spend more time with their families on holidays.

15 F. Assignment of specific duties on any shift shall be at the sole discretion of
16 METRO.

17 G. METRO will attempt to provide written notice or other official notification one
18 week in advance to any Employee regarding any shift changes made due to backfilling or vacancies.
19 However, notice shall not be less than 48 hours.

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

21 I. METRO will attempt to provide written notice or other official notification one
22 week in advance for required training outside of an Employee’s regularly scheduled shift. A
23 minimum of 48 hours notice shall be given to the Employee. The Employee may agree to shorter
24 notice.

25 J. An Employee assigned to a different work shift, or a volunteer who has mutually
26 agreed to adjust their work shift, will receive the shift differential, if any, associated with their picked
27 shift or the shift differential associated with the shift to which they are assigned, whichever is greater.

28 ***SECTION 18.6 –TEMPORARY UPGRADES***

1 **A.** The provisions of Article 3, Section 14, Paragraph B, shall not apply to Facilities
2 Maintenance Employees. Instead, all assigned work in a higher paid classification (working out of
3 classification) will be paid a working out of classification pay premium for actual time worked up to
4 four hours. Assigned work in a higher paid classification in excess of four hours will be paid the
5 working out of classification pay premium for the entire shift. Overtime will be paid at the applicable
6 overtime rate including the working out of classification premium.

7 **B.** Working out of classification assignments will be assigned first to volunteers based
8 on qualifications, as determined by METRO.

9 **C.** Temporary lead assignments, and training assignments, as described below, shall
10 be offered as follows:

11 **1.** For positions lasting less than 30 calendar days, temporary lead
12 assignments, and trainer assignments shall be offered by worksite, then system-wide to volunteers per
13 a TFD selection process that gives consideration to seniority, suitable skillset, and work history. If a
14 suitable candidate is not identified for hire among internal TFD Employees, METRO shall hire
15 pursuant to Article 2 Section 1.

16 **2.** For positions lasting 30 calendar days or more, temporary lead assignments,
17 and training assignments will be offered system-wide. TFD will solicit letters of interest and
18 selections will be made through a process that gives consideration to seniority, suitable skillset, and
19 work history.

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

22 **E.** An Employee assigned temporarily to a Lead position shall not receive the
23 working out of classification pay premium, and shall instead receive 10% above the top step of the
24 base wage rate of the classification for which they serve as a Lead.

25 **1.** If METRO determines that a temporary Lead position will be needed for a
26 project or crew which has three or more Employees and/or will last for more than 90 calendar days,
27 and/or when justified by the additional responsibilities and coordination, METRO will assign a Lead
28 in accordance with Article 18, Section 6.C.2.

1 2. Employees assigned to a temporary Lead position will be selected from
2 Employees on the project or crew who have completed probation.

3 3. Each temporary Lead will be considered a working Lead. In addition to
4 their Lead duties, a Lead shall continue to perform their assigned duties.

5 4. No Lead will discipline other Employees.

6 F. A temporary Lead will be assigned by the immediate supervisor when three or
7 more Employees are assigned to work together as a team without supervision for more than two
8 hours. The senior Employee in the job classification with the highest assigned top step rate of pay on
9 the work team shall be assigned the Lead responsibility.

10 G. An Employee who is assigned to train an Intern or Apprentice will receive a 10%
11 premium under the following circumstances, and is only paid for actual time spent as a trainer. Leads
12 are not eligible for trainer pay. Time spent training an Apprentice or Intern must be pre-authorized in
13 writing and involve active instruction. Trainer pay will not be offered for any other types of intern,
14 apprentice, or for peer-to-peer training or orienting new Employees. Additionally, any Employee
15 who trains a newly hired Employee will receive designated Lead pay, but will not also be eligible for
16 trainer pay. Lead pay shall be paid only for actual time spent training the newly hired Employee and
17 must be pre-authorized in writing and involve actual instruction.

18 H. Any time worked as a temporary Lead in excess of eight hours, or ten hours for a
19 4/40 Employee, will be paid at one and one-half times the Lead rate of pay.

20 **SECTION 18.7 – LEADS**

21 A. When a permanent vacancy occurs within a Lead classification, the position will
22 be filled by an internal TFD promotion process from Employees in the classification being led who
23 have a minimum of two years of experience in that classification at METRO or Employees with at
24 least two years of similar experience and that gives consideration to suitable skillset, and work
25 history. If a suitable candidate is not identified for hire, then METRO shall hire pursuant to Article 2,
26 Section 1.

27 B. Lead Employees shall be selected on the basis of ability, training, education,
28 experience, seniority, and job performance with UNION input, through appropriate testing

1 procedures and/or evaluations.

2 C. Each Lead Employee in the Facilities Maintenance Section shall receive a ten
3 percent premium above the top step of the base wage rate of the highest paid classification(s) for
4 which they serve as a Lead. If a lead is working on a shift that is eligible for shift differential, their
5 straight-time rate of pay shall be calculated as follows: base hourly rate, plus 10%, plus shift
6 differential.

7 D. Lead workers have the responsibility of coordinating the work of the Employees to
8 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
9 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working
10 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the
11 classification from which they were originally recruited and as such, are eligible and required to
12 maintain associated training and qualifications.

13 E. No Lead Employee will discipline, as defined in Article 4, Section 4 other
14 Employees or perform formal Employee evaluations.

15 F. For Overtime and Holiday work assignments: When performing the regular work
16 of the classification that they are leading, the Lead of that specific classification will be offered the
17 assignment only after Employees in that classification have been asked in each step of the overtime
18 process.

19 G. The Shelter Refurb Crew will be assigned a Lead and the Lead will be recruited
20 from the journey-level trades (currently Carpenter and Maintenance Constructor) of this work group.
21 Should the Shelter Refurb Program terminate, the Lead will revert back to their original classification
22 and seniority.

23 ***SECTION 18.8 – PICKS AND MOVE-UPS***

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

27 B. If a permanent or long-term vacant position is to be filled, a system-wide move-up
28 in that classification will be permitted if the Union requests it. Move-ups will be conducted only

1 when they can be completed 28 calendar days prior to a shake-up.

2 **C.** All Facilities picks will show the usual openings in each classification for each
3 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or
4 for adjusting workloads, METRO will solicit volunteers from the classification needed within the
5 complex. If no Employee volunteers, the least senior Employee available in the classification, within
6 the worksite, will be assigned from positions that have supplemental listed on the pick sheets stating
7 that those positions will be used to backfill vacancies and/or adjusting workloads. METRO retains
8 the right to move the least senior Employee to another worksite, shift or RDO combination.

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

12 **E.** Copies of the proposed pick schedule and shifts will be posted for review no later
13 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
14 seven calendar days prior to the pick. The effective date of the shake-up will be approximately two
15 weeks after the pick.

16 **F.** METRO will make arrangements for each Employee who is working on a shift to
17 be available to pick their assignment a minimum of ten minutes prior to their designated pick time.

18 **G.** An Employee who wishes to select an assignment will report to an appropriate
19 pick location at least ten minutes ahead of their pick time to examine available work assignments.
20 No Employee shall be compensated for time spent in the selection process, unless it is during their
21 regular work hours.

22 **H.** A UNION representative for Facilities Maintenance Employees shall be present
23 during each pick, including vacation picks.

24 **I.** An Employee who is unable to attend the pick may leave an absentee pick form
25 with the UNION indicating their work preferences. Failure to do so will result in the UNION
26 representative picking an assignment for the Employee. The UNION representative shall make an
27 effort to select an assignment comparable to the assignment most recently worked. Selections made
28 by the UNION will not be subject to the grievance/arbitration procedure.

1 **J.** When METRO determines that an Employee will be unavailable or absent for work
2 for an entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer
3 from Facilities Maintenance will be notified prior to the start of the pick process. If an Employee
4 returns to work before the end of the shake-up, the Employee will be placed in their previous picked
5 assignment, if such still exists and is available.

6 ***SECTION 18.9 – VACATION SELECTION***

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

10 **B.** At the first pick of the calendar year, each Facilities Maintenance Employee, after
11 having first selected a worksite and complex, may select a maximum of five blocks of vacation in a
12 calendar year. Each block shall consist of one or more consecutive weeks of vacation, beginning and
13 ending with an Employee's RDOs. Vacation selections shall be made by seniority within a job
14 classification. An Employee who takes their vacation in two or more non-consecutive blocks shall
15 select the second vacation block(s) of their vacation after all Employees in their classification have
16 made their first selection; their third selection after all Employees in their classification have made
17 their second, etc. METRO shall post a calendar/list within one week of the conclusion of the pick at
18 each worksite with all approved vacation selections indicated. Vacation changes shall not be allowed
19 except in emergencies, as determined by METRO.

20 **C.** After the vacation pick, with the approval of their immediate supervisor, vacation
21 requests of one hour or more will be processed on a first come, first served basis.

22 **D.** An Employee who does not select vacation at the first pick of the year must
23 request vacation at least two weeks prior to the first effective day of requested leave, unless otherwise
24 approved by METRO.

25 **E.** An Employee who has not filed a vacation request according to the above
26 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

27 **F.** METRO will respond to a written request for any vacation or leave within seven
28 calendar days of receipt.

SECTION 18.10 – OVERTIME

A. All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the scheduled workday and on an Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for the classification for actual overtime hours worked.

B. When unscheduled overtime is requested to complete a special task, the overtime will first be offered to the Employee within the classification responsible for the work. A “special task” shall mean:

1. non-ordinary circumstances in which the work cannot wait to be completed; or
2. the work is unreasonable to have anyone but the existing Employee performing the work be the one to complete the special task.

C. An Employee who wishes to receive planned or scheduled overtime shall sign, or request to be put on, an overtime list posted at their complex on a weekly basis. Each overtime list will be posted on Monday and pulled at 2:00 p.m. on Wednesday for the following Friday through Thursday overtime period. If Wednesday is a Holiday, the list shall be pulled at 2:00 p.m. on Tuesday. An Employee who is not on the overtime list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or if overtime must be assigned in inverse order of seniority. METRO will not call an Employee who is on an authorized leave for overtime, unless it is an extreme emergency.

1. Overtime shall be assigned to Employees on the list by picked position, by shift, then by seniority in the classification according to Exhibit C at the end of this AGREEMENT. Employees must be qualified and reasonably available, which includes the Employee having eight hours off between shifts.

a. Custodians— First, within the area of responsibility/picked position; second, by positions assigned to the same building within the complex, same shift, by seniority; third, by the positions assigned to the same building within the complex, by seniority; fourth, by the positions assigned to the entire complex, including crews, by seniority; fifth, by positions assigned to the chief, by seniority; and sixth, system-wide, by seniority.

b. All other classifications— Within the classification, first to the area

1 of responsibility/picked position; second, within the work program, same shift, by seniority; third,
2 within the work program, by seniority; fourth, by positions assigned to the chief, by seniority; and
3 fifth, system-wide, by seniority.

4 **2.** If the overtime assignment is not filled from the classification, it may be
5 offered, by seniority, to Employees on the list in the next lower job classification(s) provided the
6 Employee is qualified for the upgrade and reasonably available to do the work, including having
7 eight hours off between shifts.

8 **3.** If the overtime has not been filled after all of the procedures outlined above
9 have been followed, then it will be assigned in inverse order of seniority in the affected job
10 classification, at the worksite where the overtime is required. If the least senior Employee is not
11 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in
12 seniority. In the event of an emergency, METRO may assign work to any qualified Employee,
13 regardless of shift, seniority, or trade.

14 **D.** A Facilities Maintenance Employee, who has gone home after their regular shift,
15 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
16 overtime rate. An Employee who works overtime before their regularly scheduled report time and in
17 conjunction with their regular shift will be paid for actual hours worked. If a Facilities Maintenance
18 Employee can correct the situation without having to report to the worksite, they will be guaranteed
19 two hours of pay at the overtime rate.

20 **1.** By job classification, Facilities Maintenance may create an on-call roster. A
21 Facilities Maintenance Employee who is required to be on-call will receive two hour of on-call pay at
22 their overtime rate for each day (24-hours) that they are on-call regardless of whether the on-call
23 period lands on a weekday or a weekend. For holidays that are not staffed, an Employee on-call shall
24 receive four (4) hours of pay at the overtime rate. With Management approval, Employees may
25 change on-call assignments on a day to day basis.

26 **E.** A Facilities Maintenance Employee called in before their scheduled report time
27 and in conjunction with their regular shift will not be sent home early to avoid overtime payment and
28 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home

1 early may request permission from their immediate supervisor.

2 F. Overtime on any shift shall be computed at the rate paid for the Employee's
3 regularly scheduled shift even if it occurs or extends into a different shift.

4 G. "Reimbursable overtime" shall be identified by METRO at the time of offering,
5 and shall mean labor costs being recovered by Facilities from funding sources other than Facilities'
6 annual budget, and will be paid as overtime rather than as AC time.

7 H. In case of an extreme emergency, METRO can assign overtime work to any
8 qualified Employee. An Employee who works overtime during an extreme emergency shall be
9 limited to a maximum of twelve hours of work in any 24-hour period. Overtime shall be assigned in
10 conjunction with their picked work hours. In addition, an Employee must have at least one of their
11 RDO's in each seven-day period. An Employee may voluntarily waive the time off requirement in
12 this Paragraph.

13 ***SECTION 18.11 – SHIFT DIFFERENTIAL***

14 Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for graveyard
15 shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift.
16 Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

17 ***SECTION 18.12 – SPECIAL BENEFITS***

18 A. A tool allowance is for the purchase, upkeep, and use of common hand tools such
19 as those that may be purchased at a hardware store, e.g. screwdrivers, cordless drill, socket set, etc.
20 Specialty or very expensive tools will be provided by METRO. For 2023 a tool allowance of \$442
21 shall be provided to Employees who were permanently assigned as of January 1, 2023. Following
22 2023, a \$460 tool allowance shall be provided annually on Employees' regular paychecks not later
23 than the last paycheck of March of each year to Employees permanently assigned, between January
24 1st and the last day of the pay period which the tool allowance is issued, to the classifications of
25 Building Operating Engineer, Carpenter, Maintenance Constructor, Millwright, Lead Transit
26 Facilities Millwright, Transit Radio and Communication Systems Specialist, Transit Electronic
27 Communications Technicians, Leads and to authorized Trainees/Apprentices in these classifications.
28 Employees who are upgraded into positions that are eligible for a tool allowance shall not receive a

1 tool allowance, unless their base classification is eligible for a tool allowance. METRO will provide
2 those tools necessary to perform all assigned mechanical work to Facilities Maintenance Employees
3 who are not provided the annual tool allowance.

4 **B.** METRO shall provide tool insurance to those Employees who receive an annual
5 tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no
6 claim shall be honored without evidence of forcible entry unless a police report has been filed.

7 Payment is contingent upon the Employee having on file with their immediate supervisor an up-to-
8 date inventory of tools designating the type, size and manufacturer. METRO shall have the right to
9 inspect the inventory of tools; however, an Employee shall be allowed three calendar days after the
10 inspection to locate any tools which are missing.

11 **C.** Each Facilities Maintenance Employee shall receive eight uniforms.

12 **D.** Each Employee who is required to work in inclement weather or hazardous areas
13 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
14 to Personal Protective Equipment (PPE), a rainset, hat and boots.

15 **E.** METRO shall provide and maintain necessary safety clothing, uniforms and
16 equipment. For each Employee who is required by METRO to wear a particular type of footgear,
17 METRO shall provide such footgear and one pair of replacement inserts at no cost to the Employee.
18 A replacement item will be issued when the item is lost, stolen, or unserviceable as determined by
19 management.

20 **F.** When an Employee works two or more hours of overtime in conjunction with their
21 regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

22 **G.** METRO shall reimburse each Employee for the cost of any license(s) required in
23 relation to their job classification or job duties, excluding the cost of the state-issued driver license.

24 **H.** Employees covered by this Article shall be eligible for a reimbursement of
25 \$250 toward the purchase of one pair of prescription safety glasses every three (3) years.

26 ***SECTION 18.13 – ATTENDANCE***

27 **A.** The PARTIES recognize that Facilities Maintenance duties and functions are
28 critical and that Employees have the responsibility and obligation to be at work on time each day.

1 Facilities Maintenance Employees will be subject to the following terms, which supersede any
2 conflicting provisions elsewhere in the AGREEMENT. Facilities Maintenance Employees are
3 encouraged to call-in and notify their supervisor that they will be late at the earliest possible
4 opportunity. Occurrences where an Employee is 30 minutes late, or more, without a call-in prior to
5 the start of their shift, may be treated as an unexcused absence in accordance with the principles of
6 just cause.

7 **B.** Facilities Maintenance will monitor and record attendance using the terms of late
8 occurrence and unexcused absence.

9 **C.** A late occurrence:

10 **1.** Late occurrences of twenty-nine (29) minutes or less, or late thirty (30)
11 minutes or more, up to two (2) hours with a call-in, will be recorded on a rolling annual basis and
12 treated as follows:

- 13 **a.** An Employee may complete any time left on their shift.
- 14 **b.** An Employee may work a full eight or ten hours even though this
15 work would continue into the next shift.
- 16 **c.** An Employee may use AC time or vacation to make up lost time.
- 17 **d.** An Employee will be paid for actual hours worked at their
18 scheduled rate of pay.
- 19 **e.** A late occurrence shall not create an overtime opportunity for the
20 late Employee. No grievances will be filed by other Employees
21 claiming overtime infringements should an Employee elect to work
22 their full shift and the time worked extends into another shift.

23 **3.** Late occurrences will be documented as follows:

- 24 **a.** 1st through 5th occurrence – Employee and chief initial the time
25 sheet/late report card.
- 26 **b.** 6th occurrence – one day suspension without pay.
- 27 **c.** 7th occurrence – discharge, treated as a major infraction as defined
28 in Article 4.

1 **D.** Unexcused absences (over two hours late, or 30 minutes late or more without a
2 call) shall be managed and will be recorded on a rolling annual basis as follows:

- 3 1. An Employee may complete their shift only.
4 2. An Employee may not use AC time or vacation to supplement their regular
5 shift pay.
6 3. Such Employee is not eligible for overtime that day.

7
8 a. 1st occurrence – Employee will receive Oral Reminder; chief will
9 initial the time sheet/late report card.

10 b. 2nd occurrence – Employee will receive Written Reminder; chief
11 will initial the time sheet/late report card. The Employee will be
12 offered a program of assistance from both PARTIES in developing
13 a plan to improve attendance. This program will include referral to
14 the Employee Assistance Program. The Metro unit
15 superintendent/chief and the UNION Officer/designee will meet
16 with the Employee to write the details of the program, which will be
17 specific to the Employee.

18 c. 3rd occurrence – One day suspension without pay.

19 d. 4th occurrence – Discharge, unless METRO determines that an
20 additional suspension may be sufficient to correct the Employee’s
21 attendance problem.

22 **E.** An occurrence which results in a second one day suspension within 180 calendar
23 days of the occurrence that resulted in the first suspension may result in discharge.

24 **F.** Extenuating circumstances will be considered. Any request by an Employee to
25 have a late occurrence or unexcused absence removed from the attendance management record must
26 be presented to the chief in writing, within five working days of the occurrence. An Employee that
27 has a late occurrence or unexcused absence that has been removed from the attendance management
28 record has the option to use vacation leave AC time as appropriate, to make up lost time.

1 G. The PARTIES agree to review this Section on an annual basis.

2 **SECTION 18.14 – SPECIAL PROVISIONS CONCERNING MILLWRIGHTS**

3 A. As of January 1, 2024, the Millwright and the Constructor trades (“TFC-I” and
4 “TFC-II”) will be combined with only the trade of Constructors being used in Facilities. “Legacy”
5 Millwright positions will keep their title and it is agreed that the work of these two trades is not trade
6 specific (i.e Millwright can work on traditional Constructor work, and vice versa).

7 B. METRO will staff each transit maintenance base with a legacy Millwright in a
8 picked Day Shift with SS RDO. If there is a need to call a Millwright back to their picked Base after
9 their regular shift, the Millwright at the base must be called before offering the call back work to the
10 Millwrights on-call.

11 C. If a Millwright becomes a TFC-II, and later does not meet the requirements of a
12 TFC-II, they will revert to a TFC-I and not a Millwright.

13 D. If a vacancy occurs in a Millwright position because an Employee becomes a TFC-
14 II, that vacancy will be filled by the Constructor work group. For each vacancy created by
15 Millwrights becoming TFC-IIs, METRO will not hire for Millwright. For vacancies created for
16 reasons other than Millwrights becoming TFC-II, Metro shall hire Millwrights to fill those vacancies.

17 E. At Pick, all worksites shall be made available for selection, regardless of the
18 number of Millwrights available to select work.

19 **SECTION 18.15 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

20 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-
21 Management Relations Committee (FLMRC) is established and authorized, consistent with
22 applicable laws and the terms of this AGREEMENT. The committee will be composed of the
23 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance
24 Executive Board Officer, and two UNION appointed members with an equal number appointed by
25 Facilities Management, including a supervisor/chief of Radio Maintenance. This committee shall
26 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of
27 this committee shall be implementation, discussion and resolution of working conditions, updates to
28 the notebook entitled Policies, Procedures, and Guidelines, issues/problems of METRO

1 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or
 2 problems of contract administration other than formal grievances which are being processed, and
 3 other matters of mutual concern.

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

7 **SECTION 18.16 – BUILDING OPERATING ENGINEER APPRENTICE PROGRAM**

8 **A.** Selection into the Apprentice Program: Transit Facilities Apprenticeships shall be
 9 open to all career service Employees. An additional five percent (5%) preference to all current
 10 Transit Facilities Employees, shall be applied to their interview score in the selection process.

11 **B.** Step Placement:

12 **1.** For internal hires, per Article 14.1.C, step placement will be calculated
 13 when an Employee enters the Apprentice Program by using their “Current Pay”. The term “Current
 14 Pay” is defined as the pay the apprentice received in the classification they held before becoming an
 15 apprentice. “Current Pay” will not include shift differential or upgrades into other classifications to
 16 calculate step placement.

17 **2.** Upon entrance to the Apprentice Program, the apprentice shall be placed at
 18 Step 1 or the nearest step in the apprentice wage progression which provides at least a 2.5% increase
 19 above the Employee’s current pay. However, this step placement may not exceed Step 3.

20 **C.** Wage Progression: Following entrance into the program, an apprentice will have
 21 five wage increments, as outlined in the following table, which is based on the Building Operating
 22 Engineer classification. Wage progressions shall be granted by the Apprenticeship Committee based
 23 on the Committee’s determination that the Apprentice has satisfied competencies. The progression
 24 for the Building Operating Engineer – Apprentice shall be:

Step	Approximate Hour Range	Percentage of Journey Level Wages
1	0-12 months (Approximately 0000 – 2000 hours)	70%
2	13-24 months (Approximately 2001 – 4000 hours)	80%

3	25-36 months (Approximately 4001 – 6000 hours)	90%
4	37-48 months (Approximately 6001 – 8000 hours)	95%
5	Graduation (8000 hours)	100%

D. Probation: The probationary period for a BOE apprentice is the first six months or 1040 hours of time in the program, whichever comes first. During this probationary period, the apprentice is at-will and may be removed from the Apprentice Program at the sole discretion of METRO.

E. Apprentice Progression: The Apprentice will progress based on the requirements outlined in the BOE Apprenticeship Standards and the Program Manual.

F. Graduation: “Graduation” from the Apprentice Program shall mean completion of all Apprentice Program requirements, including completing assigned task hours, passing relevant coursework, receiving satisfactory appraisals, and obtaining licenses required for the BOE classification as outlined in the BOE Apprenticeship Standards and the Program Manual.

G. Placement following graduation: An apprentice shall be placed in a BOE position upon graduation. The entry salary step shall be Step 5 of the BOE wage rate. This placement will not be considered a promotion.

H. Seniority: Once a person is hired as a BOE apprentice, they will be placed on the BOE seniority list based on their starting date in the BOE Apprentice Program. The Union will determine seniority placement among the BOE apprentices.

I. Shifts: The apprentice position is a no-pick position. Apprentice assignments shall be determined by task hour needs and will consider school schedules. Work assignments, shifts, and locations will be assigned by the apprentice’s immediate supervisor during weekly check-ins. Apprentices will work five 8-hour shifts, or four 10-hour shifts (if approved by the supervisor). Apprentices should arrange appropriate report times and departure times with their immediate supervisors that align with school and work schedules.

J. Vacation: Apprentices should avoid conflicts with classes, testing, or Apprentice hours requirements when picking or arranging vacations with the approval of their immediate

1 supervisors.

2 **K. Performance:** The Metro Facilities Apprenticeship Subcommittee will review
3 performance appraisals completed by immediate supervisors of apprentices. The purpose of these
4 reviews is to ensure that the apprentice is capable of performing adequately in the program and is on
5 track to complete the requirements and timetables set forth in the BOE Apprenticeship Standards and
6 Program Manual. An apprentice must comply with the policies and procedures outlined in the BOE
7 Apprenticeship Standards and Program Manual. If it is determined by the Metro Facilities
8 Apprenticeship Subcommittee that an apprentice is not adequately performing their duties, or is not
9 on track to complete the requirements or timetables as set forth in the Apprenticeship Standards, then
10 the Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship Committee will
11 decide the appropriate action. This could include, but is not limited to, an extension of the
12 apprentice's probationary period or removal from the program. The Metro Facilities Apprenticeship
13 Subcommittee and Metro Joint Apprenticeship Committee shall not have authority over matters
14 concerning Employee discipline.

15 **L. Removal from the Apprentice Program:** If an apprentice is removed from the
16 Apprentice Program by the Metro Facilities Apprenticeship Committee or decides to leave the
17 Apprentice Program within six (6) months, they will be restored to the classification that they
18 previously held, if any. If an apprentice is removed from the Apprentice Program by the Metro
19 Facilities Apprenticeship Committee or decides to leave the Apprentice Program, after six (6)
20 months, they will be restored to the classification they previously held if a position is vacant. If after
21 six (6) months and no position is available, the Employee and the Parties shall discuss a mutually
22 agreeable alternative. Restoration shall include restoration of the Employee's former pay and all other
23 benefits to which they would have been entitled if the promotion or transfer had not occurred.
24 However, an apprentice will not be returned to a prior position if they have been removed from the
25 Apprentice Program due to misconduct.

26 **M. Initial tools:** Metro will provide apprentices with a list of required tools. An
27 apprentice must provide their own tools within the first month of their start date. Apprentices may
28 purchase the starter set of tools through a payroll deduction, per the procedures that are outlined in

1 the program guidelines.

2 N. Annual tool allowance: Apprentices shall be provided with the tool allowance
3 according to the schedule described in this Article 18.

4 O. Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship
5 Committee: The Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship
6 Committee will address any issues concerning the BOE Apprentice Program, including any changes
7 to the Apprentice Program curriculum. Among other things, these Committees shall be responsible
8 for reviewing disagreements about whether an apprentice has successfully completed a task or
9 educational requirement that is required for passage of the BOE Apprentice Program. The decisions
10 of the Committees are not grievable; however, a decision may be appealed, for a recommendation
11 only, to the Superintendent who supervises the BOEs and the Union's Second Vice
12 President/Assistant Business Representative - Maintenance, or their designees. The Metro Facilities
13 Apprenticeship Committee may decide to act on that recommendation. An apprentice may appeal the
14 final decision of the Metro Facilities Apprenticeship Committee by following the Appeals procedures
15 documented in the Washington State Approved Apprenticeship Standards. For any appeals specified
16 in the Apprenticeship Standards or Program Manual, the Apprentice will follow the appeals
17 procedures outlined in the Apprenticeship Standards or Program Manual.

18 P. This Agreement does not require Metro to hire Apprentices or continue the
19 program.

20 Q. Time spent in school: Metro will pay for apprentices to attend school during their
21 regular 40-hour work week schedule, up to 40 hours per week. Metro will not pay for overtime or
22 commute time to attend school. Metro shall not pay for more than 40 hours per week to attend school.

23 R. Trainer Pay: Journey level BOEs are not eligible for trainer or lead pay when
24 working with apprentices, unless eligibility requirements under Article 18 Section 6-H for trainer or
25 lead pay are met.

26 ***SECTION 18.17 – TRANSIT MAINTENANCE PAINTER APPRENTICE PROGRAM***

27 A. Selection into the Apprentice Program: Transit Facilities Apprenticeships shall be
28 open to all career service Employees. An additional five percent (5%) preference to all current

1 Transit Facilities Employees, shall be applied to their interview score in the selection process.

2 **B. Step Placement:**

3 1. For internal hires, per Article 14.1.C, step placement will be calculated
4 when an Employee enters the Apprentice Program by using their “Current Pay”. The term “Current
5 Pay” is defined as the pay the apprentice received in the classification they held before becoming an
6 apprentice. “Current Pay” will not include shift differential or upgrades into other classifications to
7 calculate step placement.

8 2. Upon entrance to the Apprentice Program, the apprentice shall be placed at
9 Step 1 or the nearest step in the apprentice wage progression which provides at least a 2.5% increase
10 above the Employee’s current pay. However, this step placement may not exceed Step 3.

11 **C. Wage Progression:** Following entrance into the program, an apprentice will have
12 four wage step increments, as outlined in the following wage table, which is based on the Transit
13 Maintenance Painter classification. Wage progressions shall be granted by the Apprenticeship
14 Committee based on the Committee’s determination that the Apprentice has satisfied competencies
15 and on-the job training hours. The step progression for the Transit Maintenance Painter – Apprentice
16 shall be:

Step	Approximate Hour Range	Percentage of Journey Level Wages
1	0-12 months (approximately 0000 – 2000 hours)	70%
2	13-24 months (approximately 2001 – 4000 hours)	80%
3	25-36 months (approximately 4001 – 6000 hours)	90%
4	Graduation (6000 hours)	100%

24 **D. Probation:** The probationary period for a Transit Maintenance Painter -
25 Apprentice is the first six months or 1040 hours of time in the program, whichever comes first.
26 During this probationary period, the apprentice may be removed from the Apprentice Program at the
27 sole discretion of METRO.

28 **E. Apprentice Progression:** The Apprentice will progress based on the requirements

1 outlined in the Maintenance Painter Apprenticeship Standards and the Program Manual.

2 **F. Graduation:** “Graduation” from the Apprentice Program shall mean completion of
3 all Apprentice Program requirements, including completing assigned task hours, passing relevant
4 coursework, receiving satisfactory appraisals, and obtaining licenses required for the Transit
5 Maintenance Painter classification as outlined in the Transit Maintenance Painter Apprenticeship
6 Standards and the Program Manual.

7 **G. Placement following graduation:** An apprentice shall be placed in a Transit
8 Maintenance Painter position upon graduation. The entry salary step shall be Step 5 of the Transit
9 Maintenance Painter wage rate. This placement will not be considered a promotion.

10 **H. Seniority:** Once a person is hired as a Transit Maintenance Painter - Apprentice,
11 they will be placed on the Transit Maintenance Painter seniority list based on their starting date in the
12 Transit Maintenance Painter Apprentice Program. The Union will determine seniority placement
13 among the Transit Maintenance Painter - Apprentices.

14 **I. Shifts:** Apprentice assignments shall be determined by task hour needs and will
15 consider school schedules. Work assignments, shifts, and locations will be assigned by the
16 apprentice’s immediate supervisor during weekly check-ins. Apprentices will work five 8-hour
17 shifts, or four 10-hour shifts (if approved by the supervisor). Apprentices should arrange appropriate
18 report times and departure times with their immediate supervisors that align with school and work
19 schedules.

20 **J. Vacation:** Apprentices should avoid conflicts with classes, testing, or Apprentice
21 hours requirements when picking or arranging vacations with the approval of their immediate
22 supervisors.

23 **K. Performance:** The Metro Facilities Apprenticeship Subcommittee will review
24 performance appraisals completed by immediate supervisors of apprentices. The purpose of these
25 reviews is to ensure that the apprentice is capable of performing adequately in the program and is on
26 track to complete the requirements and timetables set forth in the Transit Maintenance Painter
27 Apprenticeship Standards and Program Manual. An apprentice must comply with the policies and
28 procedures outlined in the Transit Maintenance Painter Apprenticeship Standards and Program

1 Manual. If it is determined by the Metro Facilities Apprenticeship Subcommittee that an apprentice is
2 not adequately performing their duties; or is not on track to complete the requirements or timetables
3 as set forth in the Apprenticeship Standards, then the Metro Facilities Apprenticeship Subcommittee
4 and Metro Joint Apprenticeship Committee will decide the appropriate action. This could include,
5 but is not limited to, an extension of the apprentice's probationary period or removal from the
6 program. The Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship
7 Committee shall not have authority over matters concerning Employee discipline.

8 **L. Removal from the Apprentice Program:** If an apprentice is removed from the
9 Apprentice Program by the Metro Facilities Apprenticeship Committee or decides to leave the
10 Apprentice Program within six (6) months, they will return be restored to the classification that they
11 previously held, if any. If an apprentice is removed from the Apprentice Program by the Metro
12 Facilities Apprenticeship Committee or decides to leave the Apprentice Program, after six (6)
13 months, they will be restored to the classification they previously held if a position is vacant. If after
14 six (6) months and no position is available, the Employee and the Parties shall discuss a mutually
15 agreeable alternative. Restoration shall include restoration of the Employee's former pay and all other
16 benefits to which they would have been entitled if the promotion or transfer had not occurred.
17 However, an apprentice will not be returned to a prior position if they have been removed from the
18 Apprentice Program due to misconduct as defined in the CBA.

19 **M. Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship**
20 **Committee:** The Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship
21 Committee will address any issues concerning the Transit Maintenance Painter Apprentice Program,
22 including any changes to the Apprentice Program curriculum. Among other things, these Committees
23 shall be responsible for reviewing disagreements about whether an apprentice has successfully
24 completed a task or educational requirement that is required for passage of the Transit Maintenance
25 Painter Apprentice Program. The decisions of the Committees are not grievable; however, a decision
26 may be appealed, for a recommendation only, to the Superintendent who supervises the Transit
27 Maintenance Painters and the Union's Second Vice President/Assistant Business Representative -
28 Maintenance, or their designees. The Metro Facilities Apprenticeship Committee may decide to act

1 on that recommendation. An apprentice may appeal the final decision of the Metro Facilities
2 Apprenticeship Committee by following the Appeals procedures documented in the Washington State
3 Approved Apprenticeship Standards. For any appeals specified in the Apprenticeship Standards or
4 Program Manual, the Apprentice will follow the appeals procedures outlined in the Apprenticeship
5 Standards or Program Manual.

6 N. This Agreement does not require Metro to hire Apprentices or continue the
7 program.

8 O. Time spent in school: Metro will pay for apprentices to attend school during their
9 regular 40-hour work week schedule, up to 40 hours per week. Metro will not pay for overtime or
10 commute time to attend school. Metro shall not pay for more than 40 hours per week to attend school.

11 P. Trainer Pay: Journey level Transit Maintenance Painters are not eligible for trainer
12 or lead pay when working with apprentices, unless eligibility requirements under Article 18 Section
13 6-H for trainer or lead pay are met.

14 ***SECTION 18.18 – CDL TRAINING PROGRAM***

15 A. METRO may, at its sole discretion and depending on available sources of funding,
16 discontinue this program. This Section does not compel METRO to continue this program, and
17 METRO may cancel it at any time.

18 B. Either through a partnership with an outside firm or by using its own trainers,
19 METRO may provide customized Class A and/or Class B CDL training for Employees in the job
20 classifications of Utility Laborer, Facilities Maintenance Worker, Transit Custodian I, Transit
21 Custodian II, and Signage Specialist, or other trades as METRO sees fit, based on business needs.

22 C. METRO will fund tuition and testing costs for each participant during the CDL
23 Program.

24 **D. Eligibility for the Program:**

25 1. The CDL Program will be posted for internal applicants only and
26 participants will be selected exclusively from Employees per Section B above.

27 2. Employee participation in this program will be voluntary. No Employees
28 will be required to participate.

1 3. CDL Program participant selection will follow the standard METRO
2 application and hiring process for the Utility Laborer and Equipment Laborer classifications.

3 4. Prior to placement in the program, applicants must successfully pass the
4 program selection process, which will include the following:

5 a) Applicants will be screened to determine whether they meet the
6 minimum qualifications to qualify as candidates. Those who qualify as candidates must then pass
7 both a record review and a five-year driving abstract review.

8 b) The most competitive candidates may be required to participate in a
9 panel interview.

10 E. During the program:

11 1. Participants in the CDL Program will be paid for training time at regular
12 wages.

13 2. Participants will work with their Chiefs to identify alternative work
14 schedules for their regular METRO work on training days.

15 F. Upon completion of the CDL training:

16 1. CDL Program participants must pass the CDL skills test within 30 calendar
17 days after completion of the CDL training.

18 2. Upon successful completion of the program and attainment of Class B
19 CDLs, participants will be placed on a list for upcoming Utility Laborer vacancies. Upon successful
20 completion of the program and attainment of Class A CDLs, participants will be placed on a list for
21 upcoming Utility Laborer vacancies.

22 3. Obtaining a CDL through this CDL Program does not guarantee an
23 Employee a promotion into any position.

24 4. In order to be placed in career service Utility Laborer or Equipment
25 Operator positions, participants will need to successfully complete the Utility Laborer or Equipment
26 Operator pre-employment process, which includes successfully completing a physical examination,
27 drug screening and a drug and alcohol background check. Driving records will also be reviewed
28 prior to any final offer of employment. The provisions in this AGREEMENT concerning probation

1 and drop-back rights will apply to Employees who are selected to become Utility Laborers or
2 Equipment Operators.

3 **5.** CDL Program participants will be selected from the program list and enter
4 Utility Laborer/Equipment Operator career service positions in order of overall qualifications.

5 **G.** The Utility Laborer and Equipment Operator lists will continue to exist until they
6 are exhausted.

7 **H.** METRO retains the right to conduct regular recruitments for Utility Laborers and
8 Equipment Operators and may hire both internal and external job candidates.

9 **I.** If Employees remain in the hiring pool list after implementation of this CBA, they
10 may, at METRO's discretion, be provided an opportunity to enter the program.

11 **SECTION 18.19 – TRANSIT MAINTENANCE CONSTRUCTOR**

12 **A.** The PARTIES have negotiated the decision and all impacts relating to the creation
13 of a Transit Facilities Constructor job classification series with three tiers. When the classifications
14 have been finalized by DHR, the PARTIES agree the terms below will apply. Further, the PARTIES
15 agree that they have exhausted all bargaining obligations related to the Transit Facilities Constructor
16 I, Transit Facilities Constructor II and Lead Transit Facilities Constructor classification creation
17 and/or modifications.

18 **B.** A Transit Facilities Constructor I (TFC-I), will continue to do the usual work of
19 the positions, except where there is a requirement for specific training and certifications as described
20 for TFC-II. TFC-I will be required to maintain certain certifications that are commonly performed as
21 determined by METRO.

22 **C.** Transit Facilities Constructor II (TFC-II), will be the second tier of the
23 classification and is expected to do all the tasks of the lower paid tier. In addition, a TFC-II will be
24 required to maintain the certification, training, and competencies to do specialty work to include fire
25 system, crane operation and others as determined by METRO. TFC-II shall have one wage rate.
26 Should a TFC-II's certifications expire, they will revert back to a TFC-I. If the number of TFC-Is
27 exceed budgeted allocations, METRO may layoff employees in accordance with Article 7 Layoff and
28 Recall.

1 D. A Lead Transit Facilities Constructor who meets the requirements of TFC-II will
2 be paid a Lead wage based upon the TFC-II classification. A Lead Transit Facilities Constructor who
3 meets the requirements of TFC-I will be paid a Lead wage based upon the TFC-I classification.
4 Future recruitments for TFC-II Lead will not require TFC-II certifications for eligibility or as a
5 condition of employment. A Constructor Lead is a lead of both TFC-I and TFC-II positions.

6 E. The PARTIES will enter into a Memorandum of Agreement (MOA) that accretes
7 the job classification for Transit Facilities Constructor I and Transit Facilities Constructor II no later
8 than 6 months following full and final ratification of this AGREEMENT, barring unforeseen
9 circumstances. The MOA will also outline the terms of reclassification for incumbent Employees in
10 the Transit Facilities Constructor classification. No incumbent Employee will lose employment or be
11 demoted unless they cannot maintain required certification for the position.

12 F. METRO will continue to offer a training program that encourages Employee
13 development into all tiers of Transit Facilities Constructor classification series. After ratification of
14 this Agreement, the PARTIES commit to discussing the creation of a Transit Facilities Constructor
15 Trainee program, with the intention of providing internal advancement opportunities for TFD
16 Employees into the TFC-I job classification.

17 G. The top step of the TFC-I classification pay rate will be the same as the current
18 Transit Facilities Constructor classification top step pay rate. The TFC-II classification pay rate will
19 be 8% above the current Transit Facilities Constructor classification top step pay rate.

20 **ARTICLE 19: REVENUE COORDINATORS**

21 ***SECTION 19.1 – DEFINITION OF EMPLOYEES***

22 A. “Revenue Coordinators” shall include all Employees in the classification of
23 Revenue Coordinator.

24 B. Work historically or traditionally performed by Revenue Coordinators will be
25 performed by Employees assigned to that classification.

26 ***SECTION 19.2 – WORK ASSIGNMENTS***

27 A. All shifts in the classification of Revenue Coordinator shall be completed within a
28 continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half

1 hour lunch break and two paid 15-minute rest breaks.

2 **B.** The workweek shall consist of five consecutive days with each regularly scheduled
3 workday guaranteed at eight hours. There shall be two consecutive RDOs.

4 **C.** Employees who pick a regular weekly schedule consisting of four 10-hour shifts
5 will be governed by the provisions in Article 13.

6 **D.** All shifts in the Revenue Coordinator classification, once picked, will not be
7 altered or changed during a shake-up without approval of the affected Employee and the UNION.

8 **E.** A Revenue Coordinator who is called back to work after their regular shift will be
9 guaranteed at least three hours pay at the overtime rate.

10 **F.** On-call responsibility will be offered by seniority on a rotating basis among regular
11 full-time RPC Employees only. Employees on on-call duty will receive one hour of overtime at time-
12 and-a-half rate for each day of on-call duty. If the on-call Employee can respond to an RPC issue by
13 phone from home, the Employee will be paid at time-and-a-half rate for the amount of time required
14 to resolve the issue, or a minimum of 15 minutes, whichever is greater. If the on-call Employee is
15 called to come in to the on-site location, the Employee will receive a minimum of three hours of
16 overtime at time-and-a-half rate.

17 ***SECTION 19.3 – PICKS***

18 **A.** Three times each year, at the request of the UNION, METRO shall post all shifts
19 required for the classification of Revenue Coordinator. Each Employee shall be permitted to select
20 their shifts and RDOs in accordance with individual classification seniority.

21 **B.** A UNION representative for Revenue Coordinators shall be present during pick.

22 **C.** A Revenue Coordinator, who is unable to attend pick, must leave their shift
23 preference with the UNION or a shift will be picked for them by the UNION. An Employee shall not
24 be compensated for time spent in the pick unless it is during their regular work hours. An assignment
25 selected via absentee pick shall not be subject to the grievance/arbitration procedure.

26 ***SECTION 19.4 – VACATION SELECTION***

27 A Revenue Coordinator taking their vacation in two or more blocks may select the second
28 block of their vacation after all Employees in their classification have made their first selection; their

1 third selection after all Employees in their classification have made their second selection, etc., until
2 all blocks of vacation have been selected.

3 **SECTION 19.5 – SPECIAL BENEFITS**

4 A. Each Revenue Coordinator will be provided clean coveralls daily.

5 B. Each Employee who is required to wear safety footgear shall be entitled to a
6 METRO voucher to be applied toward purchases of footgear (one pair of boots, socks and cushioned
7 inserts identified on the METRO voucher at time of purchase). The maximum METRO contribution
8 paid by such voucher shall be \$200 (plus sales tax) per Employee per year. Replacement items shall
9 be issued when the item is lost, stolen, damaged or worn out. Employees may use up to \$50.00 of the
10 voucher amount to purchase work socks.

11 **SECTION 19.6 – APPOINTMENTS AND TRAINING**

12 A. When METRO requires additional Revenue Coordinators, candidates for these
13 promotional opportunities shall be selected from Employees on the basis of ability, training,
14 education, experience and job performance, as determined by appropriate testing procedures. Such
15 vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Once selected,
16 the candidates shall be placed on the Intermittent Revenue Coordinator (IRC) List in seniority order
17 as determined by the UNION.

18 B. METRO, with input from the Revenue Coordinators, will establish and publish
19 standards for qualification. METRO will determine in each case whether an Intermittent has
20 successfully qualified. Failure to qualify as an IRC will result in removal from the IRC List and
21 return to the Employee's previous job classification with no loss in seniority.

22 C. When a permanent vacancy occurs within the Revenue Coordinator classification,
23 the position will be filled by qualified IRCs from the IRC List, by seniority. IRCs who receive
24 regular appointments as Revenue Coordinators shall be subject to a one-year probationary period.

25 D. When a vacancy occurs in the Revenue Coordinator classification between picks,
26 Employees working in that classification will be allowed a move-up by seniority. The remaining
27 vacancy will then be filled from the IRC List, by seniority, with first right of refusal.

28 E. Revenue Coordinators shall receive a straight-time premium for assignments

1 Employees:

2 1. Late Report – Reporting to work late from two minutes up to one hour after
3 designated report time.

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

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

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

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

13 ***SECTION 19.9 - ATTENDANCE***

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

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

19 C. An Employee requesting work on their RDO, who fails to report for work or who
20 reports for work late, will be subject to the policies defined in this AGREEMENT.

21 D. Misses include late reports, unexcused absences and absences. All misses shall be
22 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
23 controls:

- 24 • First – Informational Notice.
- 25 • Second – Oral Reminder.
- 26 • Third – Written Reminder and the Employee will be offered a program of
- 27 assistance from both PARTIES in developing a plan to improve attendance. This program will
- 28 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief

1 and the UNION Officer/designee will meet with the Employee to write the details of the program,
2 which will be specific to the Employee.

3 • Fourth – One-day suspension, unless the Employee has a five-year record of
4 less than three misses per year, in which case another Written Reminder shall be issued. Whether
5 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

6 • Fifth – Discharge, unless METRO determines that an additional suspension
7 may be sufficient to correct the Employee’s attendance problem.

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

9 • First through third – Informational Notice.

10 • Fourth – Oral Reminder and Employee will be offered a program of
11 assistance from both PARTIES in developing a plan to improve attendance. This program will
12 include a referral to the Employee Assistance Program (EAP). The METRO unit

13 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
14 of the program, which will be specific to the Employee.

15 • Fifth – Written Reminder.

16 • Sixth – Review of program of assistance; explanation of Attendance
17 Probation.

18 • Seventh – One-day suspension. Placement on Attendance Probation. This
19 counts as FIRST probationary absence.

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

22 **1.** The attendance probation will begin on the calendar day following the
23 Employee’s seventh miss.

24 **2.** The Employee will be offered a program of assistance from both the
25 PARTIES in developing a plan to improve attendance. This program will include a referral to the
26 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION
27 Officer/designee will meet with the Employee to write the details of the program, which will be
28 specific to the Employee.

1 3. During the attendance probation, the language of Paragraph H will not
2 apply.

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

5 5. The Employee will be allowed no more than three misses in each of the two
6 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
7 seventh miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two
8 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).
9 An Employee who successfully completes the two twelve-month periods will no longer be on
10 attendance probation.

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

13 7. The attendance probation periods will be extended by any unpaid leave,
14 industrial injury, or other protected leave in excess of ten consecutive calendar days.

15 G. Four consecutive workdays of absence without leave may be considered a
16 resignation or grounds for termination, as appropriate, taking into consideration mitigating
17 circumstances.

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

25 **ARTICLE 20: SPECIAL CLASSIFICATIONS**

26 ***SECTION 20.1 – DEFINITION OF EMPLOYEES***

27 “Special Classification Employees” shall mean all Employees in the following classifications:

- 28 • Accounting Technician I

- 1 • Accounting Technician II
- 2 • Information Distributor
- 3 • Operations Security Liaison
- 4 • Transfer Room/Warehouse Worker

5 ***SECTION 20.2 – WORK ASSIGNMENTS***

6 A. The workweek shall consist of five consecutive days, except when an Employee’s
7 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regularly
8 scheduled workday. Each shift, except where modified by historical practice, will be completed
9 within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch
10 break and two paid 15-minute rest breaks.

11 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
12 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
13 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
14 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

15 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
16 hours off between shifts and at least 60 hours off for RDOs.

17 ***SECTION 20.3 – PICKS***

18 Employees within a classification which has any combination of day, swing and/or graveyard
19 shifts shall be entitled to select their worksite and shift by seniority in conjunction with Transit
20 Operator picks.

21 ***SECTION 20.4 – VACATION SELECTION***

22 A. Vacations may be split into periods of one or more full weeks when this can be
23 arranged at no additional cost to METRO. An Employee may take their vacation in one day or one-
24 hour increments. Requests for use of such vacation must be approved, in advance, by their
25 immediate supervisor.

26 B. Vacations will be picked by seniority.

27 C. An Employee, who takes their vacation in two or more periods shall select the
28 second period of their vacation after all Employees in their classification have made their first

1 selection; their third selection after all Employees in their classification have made their second
2 selection; etc., until all periods of vacation have been selected.

3 **D.** The vacation pick shall be completed by November 15th each year. The vacation
4 calendar shall remain posted and shall be kept current.

5 **E.** Any picked vacation period not used will be offered to other Employees by
6 seniority in the same classification if METRO determines business reasons permit.

7 ***SECTION 20.5 – OVERTIME***

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

11 **B.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
12 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
13 differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard
14 shift differential.

15 ***SECTION 20.6 – SPECIAL ALLOWANCES***

16 **A.** Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for
17 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a
18 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a
19 graveyard shift.

20 **B.** An Employee who has gone home after their regular shift, and who is called back
21 to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate. An
22 Employee called in before their scheduled report time and in conjunction with their regular shift will
23 be paid for actual hours worked.

24 **C.** Special Classifications Employees shall receive a straight-time premium for
25 instructing individuals as follows:

26 **1.** One hour of pay at the Employee’s current rate for four hours or less of
27 instruction in one day.

28 **2.** Two hours of pay at the Employee’s current rate for more than four hours of

1 instruction in one day.

2 **SECTION 20.7 – SPECIAL BENEFITS**

3 A. Each Employee who is required to work in inclement weather will be provided the
4 necessary foul weather gear which includes, but is not limited to, a rainset, hat and boots.

5 B. When an Employee is informed during their regular shift that overtime in excess of
6 two hours beyond the end of their regular shift will be required, METRO will provide a 30 minute
7 unpaid meal period or a 15-minute paid break, upon request.

8 C. When an Employee is called in for emergency work two or more hours prior to the
9 start of their regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute paid
10 break, upon request.

11 **SECTION 20.8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE**
12 **WORKER AND SUPPLY DISTRIBUTORS**

13 A. Two smocks or two coveralls will be made available to Information Distributors,
14 Transfer Room/Warehouse Workers and Supply Distributors.

15 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse
16 Worker and Supply Distributor with the necessary safety equipment, including but not limited to, an
17 abdominal belt, gloves and/or dust masks.

18 C. “Information Distributors” shall mean all Special Classifications Employees in the
19 classification of Information Distributor, whose historical and traditional work is the receipt,
20 warehousing, record keeping and distribution throughout the METRO service area of transit-related
21 items, principally informational or promotional materials and timetables. However, from time to
22 time individuals other than Information Distributors may need to pick up or drop off informational or
23 promotional materials and time-tables in small quantities.

24 D. Information Distributors’ overtime shall be offered by seniority, on a rotating
25 basis, for extra work not assigned to an Employee.

26 E. METRO will reimburse each Information Distributor for telephone expenses
27 incurred as part of their duties.

28 **SECTION 20.9 – OPERATIONS SECURITY LIAISON**

1 A. Employees in this job classification will work 40 hours per week on a flexible
2 work schedule approved by their immediate supervisor.

3 B. Overtime at the rate of time and one-half will be paid for all hours worked in
4 excess of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at
5 midnight.

6 C. Future positions and vacancies in the Operations Security Liaison classification
7 will be offered to qualified Employees represented by the UNION who have been an FTO for a
8 minimum of three years.

9 D. If work is performed on a holiday, the Employee will not receive additional pay
10 for such work beyond the Employee's regular weekly salary.

11 E. Sections 2 through 8 do not apply to the classification of Operations Security
12 Liaison.

13 F. An Operations Security Liaison who trains a newly hired Special Duty Operations
14 Security Liaison will receive 10% premium, and is only paid for actual time spent training. The
15 training time must be pre-authorized in writing by the Superintendent and involve actual instruction.
16 The 10% premium will not be offered for any other types of intern, apprentice, or for peer-to-peer
17 training or orienting new Employees.

18 ***SECTION 20.10 – ATTENDANCE DEFINITIONS***

19 A. The following are attendance definitions of misses for all Special Classification
20 Employees:

21 1. Late Report – Reporting to work late from two minutes up to one hour after
22 designated report time.

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

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

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

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

4 **SECTION 20.11 - ATTENDANCE**

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

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

10 C. An Employee requesting work on their RDO, who fails to report for work or who
11 reports for work late, will be subject to the policies defined in this AGREEMENT.

12 D. Misses include late reports, unexcused absences and absences. All misses shall be
13 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
14 controls:

15 • First – Informational Notice.
16 • Second – Oral Reminder.
17 • Third – Written Reminder and the Employee will be offered a program of
18 assistance from both PARTIES in developing a plan to improve attendance. This program will
19 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
20 and the UNION Officer/designee will meet with the Employee to write the details of the program,
21 which will be specific to the Employee.

22 • Fourth – One-day suspension, unless the Employee has a five-year record of
23 less than three misses per year, in which case another Written Reminder shall be issued. Whether
24 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

25 • Fifth – Discharge, unless METRO determines that an additional suspension
26 may be sufficient to correct the Employee’s attendance problem.

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

28 • First through third – Informational Notice.

1 • Fourth – Oral Reminder and Employee will be offered a program of
2 assistance from both PARTIES in developing a plan to improve attendance. This program will
3 include a referral to the Employee Assistance Program (EAP). The METRO unit
4 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
5 of the program, which will be specific to the Employee.

6 • Fifth – Written Reminder.
7 • Sixth – Review of program of assistance; explanation of Attendance
8 Probation,
9 • Seventh – One -day suspension Placement on Attendance Probation. This
10 counts as FIRST probationary absence.

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

13 1. The attendance probation will begin on the calendar day following the
14 Employee’s seventh miss.

15 2. The Employee will be offered a program of assistance from both the
16 PARTIES in developing a plan to improve attendance. This program will include a referral to the
17 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION
18 Officer/designee will meet with the Employee to write the details of the program, which will be
19 specific to the Employee.

20 3. During the attendance probation, the language of Paragraph H will not
21 apply.

22 4. For each miss that occurs during the attendance probation, the Employee
23 will be informed in writing of their status.

24 5. The Employee will be allowed no more than three misses in each of the two
25 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
26 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
27 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

28 An Employee who successfully completes the two twelve-month periods will no longer be on

1 attendance probation.

2 6. An Employee who has a fourth miss during either twelve-month attendance
3 probation period will be subject to discharge, unless METRO determines that an additional
4 suspension may be sufficient to correct the Employee’s attendance problem.

5 7. The attendance probation periods will be extended by any unpaid leave,
6 industrial injury, or other protected leave in excess of ten consecutive calendar days.

7 G. Four consecutive workdays of absence without leave may be considered a
8 resignation or grounds for termination, as appropriate, taking into consideration mitigating
9 circumstances.

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

17 **ARTICLE 21: CUSTOMER INFORMATION OFFICE EMPLOYEES**

18 ***SECTION 21.1 – DEFINITION OF EMPLOYEES***

19 “Customer Information Office Employees (CIO Employees)” shall mean all Employees in the
20 following classifications:

- 21 • Assigned Customer Information Specialist (Assigned CIS)
- 22 • Customer Information Specialist (CIS)
- 23 • Senior Customer Information Specialist (including a.m. Senior, Weekend Senior
24 and p.m. Senior) (Senior CIS)

25 ***SECTION 21.2 – GENERAL CONDITIONS***

26 A. All routine update work dealing with information provided exclusively for, or
27 historically in, the CIO shall be performed by CIO Employees as long as the information continues to
28 be provided in the same manner.

1 **B.** Senior CIS, CIS and Assigned CIS shall be considered as one classification for the
2 purposes of layoff.

3 **C.** The PARTIES agree to establish a joint Working Conditions Committee
4 comprised of equal number of METRO-appointed and UNION-appointed Customer Communications
5 and Services Office representatives. The purpose of this committee will be to improve working
6 conditions and work processes in Customer Communications and Services. The committee will meet
7 regularly and during the planning phase of any project that will impact working conditions. The
8 UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.
9 Any recommendations that lead to changes to this AGREEMENT must be negotiated by the
10 PARTIES and agreed to by both the UNION and the Office of Labor Relations pursuant to Article
11 27, Section 1.

12 ***SECTION 21.3 – WORK ASSIGNMENTS***

13 **A.** The day shift shall be considered the first shift of the day; the swing shift will be
14 considered the second; and the graveyard shift will be considered the third. Any shift with a quitting
15 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
16 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

17 **B.** The workweek shall consist of five consecutive days, except when a CIO
18 Employee's pick makes this impossible. Each CIO Employee will be guaranteed eight hours pay for
19 each regularly scheduled workday. Each shift will be completed within either a continuous nine-hour
20 period that will include an unpaid hour lunch and two paid fifteen minute breaks, a continuous eight
21 and one-half hour period that will include an unpaid one-half hour lunch and two paid 15-minute
22 breaks. Exceptions to this rule are:

- 23 • Graveyard shift, which shall be completed within a continuous eight-hour
24 period, so long as it is staffed by only one CIO Employee.
- 25 • Assigned Weekend shifts on Saturday or Sunday shall be completed within
26 either a continuous eleven-hour period that will include an unpaid hour lunch and two paid fifteen
27 minute breaks, or a continuous 10-1/2 hour period that will include an unpaid one half-hour lunch
28 break and two paid 15-minute rest breaks.

1 • A CIO Employee who picks a regular weekly schedule consisting of four
2 ten-hour shifts will be governed by the provisions in Article 13.

3 C. Shifts and RDOs shall be arranged so that each CIO Employee shall have at least
4 eight hours off between shifts and at least 60 hours off for RDOs; except that CISs, who select extra
5 positions, and Assigned CISs shall have at least 54 hours off for RDOs.

6 D. No more than 20% of all full-time CIS assignments shall be extra positions. A
7 CIS who selects an extra position shall be guaranteed eight hours pay each regularly scheduled
8 workday.

9 E. Work schedules for extra person and Assigned CIS positions shall be posted on
10 Tuesday of the week prior to the effective date of the assignment.

11 F. No regular, full-time continuous shift in the CIO shall be split during the life of this
12 AGREEMENT. No full-time CIS will be required to accept assigned status. No Assigned CIS will
13 be required to accept a split shift without mutual agreement between the PARTIES.

14 METRO may create telecommuting shifts, which will be assigned and administered according
15 to the guidelines below, which have been mutually agreed by the PARTIES:

- 16 • Telecommuting shall be offered by mutual agreement between METRO and an
17 Employee.
- 18 • So long as there is mutual agreement between METRO and the Employee to
19 telecommute, there shall be no limit on the number of telecommuting shifts that may be offered.
- 20 • Employees who telecommute will be subject to the current King County
21 Telecommuting Policy, # 2020-0002, as amended, unless specifically modified by this agreement.
- 22 • Employees picking telecommuting shifts will be entitled to a minimum of one-hour
23 of call back pay.
- 24 • In the event an Employee is denied a telecommuting request, or removed from
25 telecommuting, the UNION will be notified and informed of the reason(s).

26 ***SECTION 21.4 – PICKS***

27 A. Each CIS and Assigned CIS shall select, by seniority, a shift, assigned position or
28 an extra position at each pick. Each CIS and Assigned CIS, who selects a shift, also will be entitled

1 to select, by seniority, their two consecutive RDOs, breaks and lunch hours by seniority at the pick.
2 Each CIS and Assigned CIS, who picks an extra position, will be assigned their two consecutive
3 RDOs, breaks, and lunch hour.

4 **B.** Senior CISs in positions that have been designated by METRO as permanent
5 assignments, shall not be subject to the pick.

6 **C.** Selection of shift and vacation for CISs and Senior CISs will be determined by
7 seniority earned within the specific classification.

8 **D.** CIS picks will be scheduled in conjunction with Transit Operator picks. Copies of
9 the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted and
10 sent to the UNION at least two weeks prior to the date of the pick.

11 **E.** A UNION representative shall be present during pick.

12 **F.** No change or alteration to any shift which was picked shall be made during a
13 shake-up without consent from the affected CIO Employee and the UNION.

14 **G.** Vacancies in the position of Senior CIS will be filled by a CIO Employee with at
15 least two years of experience as a CIO Employee. When qualifications and experience are equal,
16 current continuous service as a CIS will be the determining factor. If a suitable candidate is not
17 identified for hire, then METRO shall conduct an open and competitive recruitment and shall provide
18 additional consideration to any internal candidates.

19 **H.** All available acting weekend Senior CIS positions will be posted at the pick. Two
20 years experience as a CIO Employee is preferred. The acting weekend Senior CISs will be selected
21 by seniority on a rotating basis. Such acting assignments will last one shake-up.

22 **I.** A CIO Employee who is unable to attend the pick may leave, with the UNION, an
23 absentee pick form indicating their work preferences. Failure to do so will result in the UNION
24 representative picking an assignment for the CIO Employee. The UNION representative shall make
25 an effort to select an assignment comparable to the assignment last selected at a pick. Selections
26 made by the UNION will not be subject to the grievance/arbitration procedure.

27 **J.** No CIO Employee shall be compensated for time spent in the pick unless it is
28 during their regular work hours.

1 **K.** When a permanent vacancy occurs, CIO Employees working in such classification
2 may have a move-up, by seniority, provided such move-up is completed 28 calendar days prior to the
3 next shake-up.

4 **L.** When METRO determines that a CIO Employee will be unavailable for work for
5 an entire shake-up, for any reason, such CIO Employee shall not pick a shift. This provision shall
6 include any CIO Employee who is detailed or upgraded into job classifications other than their own.

7 **M.** Once per year, there will be a move option, in seniority order, to vacant work
8 stations.

9 ***SECTION 21.5 – VACATION SELECTION***

10 **A.** Vacations will be picked by seniority as outlined in this Section. Senior CISs will
11 pick from a separate vacation list.

12 **B.** The vacation pick shall be completed by November 15th each year. The vacation
13 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation
14 they are projected to have in their accrual bank at the beginning of the payroll year.

15 **C.** Vacations may be split into periods of one or more full weeks when this can be
16 arranged at no additional cost to METRO. A CIO Employee may elect to take 50% of their vacation
17 in one-day or one-hour increments. Requests for use of such vacation must be approved in advance
18 by the immediate supervisor.

19 **D.** A CIO Employee who takes their vacation in two or more periods shall select the
20 second period of their vacation after all CIO Employees in their classification have made their first
21 selection; their third selection after all CIO Employees in their classification have made their second
22 selection; etc., until all periods of vacation have been selected.

23 **E.** At the vacation pick, a CIO Employee may select vacation combined with AC in
24 consecutive blocks. A CIO Employee may not pick AC unless it is accrued at the time of the
25 vacation pick.

26 **F.** Any picked vacation periods not used will be offered to other CIO Employees by
27 seniority in the same classification if METRO determines business reasons permit.

28 **G.** The Customer Information Office will maintain separate vacation lists for CISs

1 and Senior CISs. The vacation pick shall be completed by November 15th each year. At least two
2 weeks prior to each vacation pick, METRO will indicate the number of CISs and Senior CISs that
3 may be off from work on particular days. METRO and the UNION agree that both the CIS vacation
4 list and Senior CIS vacation list will each permit a minimum of one slot for each calendar day. The
5 number of Employees otherwise permitted to be on vacation at one time shall be regulated by
6 METRO.

7 ***SECTION 21.6 – OVERTIME***

8 **A.** All hours worked in excess of eight hours in the scheduled workday or on a CIO
9 Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-
10 time rate of pay for actual overtime hours worked.

11 **B.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
12 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
13 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
14 differential.

15 **C.** Overtime will be offered on a rotating basis from a CIO Employee overtime list. If
16 the list is exhausted or if no CIO Employee on the list is reasonably available, overtime will be
17 offered to eligible Pass Sales Office (“PSO”) Employees by seniority on a rotating basis. If no PSO
18 Employee is reasonably available, METRO may assign overtime to CIO Employees by inverse
19 seniority.

20 ***SECTION 21.7 – SPECIAL ALLOWANCES***

21 **A.** Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for
22 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a
23 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a
24 graveyard shift.

25 **B.** A CIO Employee, who has gone home after their regular shift, and who is called
26 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
27 A CIO Employee called in before their scheduled report time and in conjunction with their regular
28 shift will be paid for actual hours worked. An exception shall be telecommuters, who will be

1 guaranteed one hour of pay at the overtime rate.

2 C. CISs and Assigned CISs shall receive a straight-time premium for assignments
3 instructing another Employee as follows:

4 1. One hour of pay at the CIO Employee's current rate for four hours or less of
5 instruction in one day.

6 2. Two hours of pay at the CIO Employee's current rate for more than four
7 hours of instruction in one day.

8 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
9 out of classification work in the PSO.

10 E. CIS trainees will receive the current step one (1) hourly wage for CISs for actual
11 hours worked until successfully completing training.

12 ***SECTION 21.8 – SPECIAL BENEFITS***

13 A. When a CIO Employee is informed during their regular shifts that overtime in
14 excess of two hours beyond the end of their regular shift will be required, METRO will provide a 30-
15 minute unpaid meal period or a 15-minute paid break, upon request.

16 B. When a CIO Employee is called in for emergency work two or more hours prior to
17 the start of their regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
18 paid break, upon request.

19 ***SECTION 21.9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION***

20 ***SPECIALISTS***

21 A. Each Assigned CIS shall receive their work assignments from METRO and may
22 work less than an eight hour day and/or 40-hour workweek.

23 B. If the PARTIES agree to split shifts, up to one-third of Assigned CIS shifts may be
24 split, with a maximum spread of 12-1/2 hours. The Assigned CIS will be paid at a rate equivalent to
25 time and one-half for spread time in excess of 10-1/2 hours.

26 C. An Assigned CIS who is on active pay status at least 80 hours in one calendar
27 month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are
28 observed in the succeeding month. In addition, an Assigned CIS may be eligible for a personal

1 holiday, as provided in Article 8, Section 5. An Assigned CIS who works less than 80 hours in one
2 calendar month will not be eligible for holiday pay in the succeeding month. However, such
3 Employee, who works on the day of observance of any of the holidays listed in Article 8, Section 4,
4 will be paid at the overtime rate.

5 **D.** An Assigned CIS will accrue sick leave per Article 11, Section 1, Paragraph A.

6 **E.** Not more than 40% of all CIS positions shall be Assigned CISs.

7 **F.** METRO shall offer all new or vacant full-time CIS positions to qualified Assigned
8 CISs. If no qualified Assigned CIS is available, METRO then shall offer the new or vacant CIS
9 positions to qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned
10 CIS positions to qualified PSO Employees. If there are no qualified PSO applicants, METRO may
11 conduct an open and competitive recruitment to fill the vacancy. Seniority shall determine the order
12 of selection after qualifications have been determined through appropriate criteria and testing
13 methods as determined by METRO. METRO shall determine qualification criteria.

14 **G.** A Senior CIS shall notify CISs of infractions but will not issue discipline or
15 perform formal performance evaluations of Employees.

16 **H.** Senior CISs may monitor CISs on an ongoing/rotating basis. An observation
17 report will be placed in the CIO Employee's file only upon request of the Employee.

18 **I.** Vacancies in Senior CIS positions will be filled from qualified CIS applicants.

19 ***SECTION 21.10 - ATTENDANCE DEFINITIONS***

20 **A.** The following are attendance definitions of misses for all Customer Information
21 Office Employees:

22 **1.** Late Report – Reporting to work late from two minutes up to one hour after
23 designated report time.

24 **2.** Unexcused Absence – Failure to report for work within one hour of
25 designated report time.

26 **3.** Absence – Any unexcused absence that has been changed to an absence by
27 the immediate supervisor/designee.

28 **B.** The immediate supervisor can assign an Employee work, paying only for time

1 worked, in six-minute increments.

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

5 **SECTION 21.11 – ATTENDANCE**

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

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

11 C. An Employee requesting work on their RDO, who fails to report for work or who
12 reports for work late, will be subject to the policies defined in this AGREEMENT.

13 D. Misses include late reports, unexcused absences and absences. All misses shall be
14 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
15 controls:

16 • First – Informational Notice.
17 • Second – Oral Reminder.
18 • Third – Written Reminder and the Employee will be offered a program of
19 assistance from both PARTIES in developing a plan to improve attendance. This program will
20 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
21 and the UNION Officer/designee will meet with the Employee to write the details of the program,
22 which will be specific to the Employee.

23 • Fourth – One-day suspension, unless the Employee has a five-year record of
24 less than three misses per year, in which case another Written Reminder shall be issued. Whether
25 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

26 • Fifth – Discharge, unless METRO determines that an additional suspension
27 may be sufficient to correct the Employee’s attendance problem.

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

1 • First through third – Informational Notice.
2 • Fourth – Oral Reminder and Employee will be offered a program of
3 assistance from both PARTIES in developing a plan to improve attendance. This program will
4 include a referral to the Employee Assistance Program (EAP). The METRO unit
5 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
6 of the program, which will be specific to the Employee.

7 • Fifth – Written Reminder.
8 • Sixth – Review of program of assistance; explanation of Attendance
9 Probation.

10 • Seventh – One-day suspension Placement on Attendance Probation. This
11 counts as FIRST probationary absence.

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

14 1. The attendance probation will begin on the calendar day following the
15 Employee’s seventh miss.

16 2. The Employee will be offered a program of assistance from both the
17 PARTIES in developing a plan to improve attendance. This program will include a referral to the
18 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION
19 Officer/designee will meet with the Employee to write the details of the program, which will be
20 specific to the Employee.

21 3. During the attendance probation, the language of Paragraph H will not
22 apply.

23 4. For each miss that occurs during the attendance probation, the Employee
24 will be informed in writing of their status.

25 5. The Employee will be allowed no more than three misses in each of the two
26 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
27 seventh miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two
28 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

1 An Employee who successfully completes the two twelve-month periods will no longer be on
2 attendance probation.

3 6. An Employee who has a fourth miss during either twelve-month attendance
4 probation period will be subject to discharge, unless METRO determines that an additional
5 suspension may be sufficient to correct the Employee’s attendance problem.

6 7. The attendance probation periods will be extended by any unpaid leave,
7 industrial injury, or other protected leave in excess of ten consecutive calendar days.

8 G. Four consecutive workdays of absence without leave may be considered a
9 resignation or termination, as appropriate, taking into consideration mitigating circumstances.

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

17 **ARTICLE 22: SUPERVISORS**

18 ***SECTION 22.1 – DEFINITION OF EMPLOYEES***

19 A. A “First-Line Supervisor (Supervisor)” shall mean a person employed by METRO
20 on a regular full-time continuing basis in any one of the following classifications:

- 21 • Base Dispatcher/Planner
- 22 • Transit Communications Coordinator
- 23 • Service Supervisor
- 24 • Transit Instructor

25 B. A “Supervisor-in-Training (SIT)” shall mean an Employee who is training to
26 become a Supervisor in the Service Supervisor and Base Dispatcher/Planner classifications.

27 ***SECTION 22.2 – MUTUAL RESPONSIBILITIES***

28 The management and direction of the work force, which includes, but is not limited to,

1 assigning work, clarifying all job specifications with regard to duties and setting performance
2 standards with input from Supervisors, is vested exclusively in METRO. This is limited only by the
3 stated conditions in this Article. No changes in existing rights or related conditions shall be made
4 without first negotiating with the UNION.

5 **SECTION 22.3 – SUPERVISOR-IN-TRAINING**

6 A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at
7 least two calendar weeks. Candidates for these positions shall be selected from:

8 1. METRO FTOs, Rail Operators, Streetcar Operators, O & M Supervisors,
9 and Rail Supervisors who were not previously Bus Supervisors and have at least two and one-half
10 years of full-time service as an FTO in the five years preceding the closing date for applications.

11 2. METRO PTOs with five years of service as a PTO in the five years
12 preceding the closing date for applications.

13 Interested Employees must formally apply through METRO’s Transit Human Resources
14 Office within the specific time frame listed. Selection of SIT candidates shall be the sole
15 responsibility of METRO. Candidates shall be selected in accordance with METRO’s Merit System
16 on the basis of ability, training, education, experience and job performance, as determined by
17 appropriate testing procedures and evaluations.

18 3. A Supervisor-In-Training Advisory Committee (SITAC) consisting of two
19 First Line Supervisors, one UNION Executive Board Member, and at least three METRO
20 representatives (i.e. Transit HR, Supervisor Training Chief, and the Training Superintendent) will
21 provide advice to training staff regarding the SIT program’s training, testing, and evaluation process.

22 B. Successful candidates will be placed on a list by seniority. The SIT candidate list
23 will remain in effect until exhausted. Candidates must meet eligibility criteria used for the
24 recruitment process at the time of appointment or they will be removed from the list. Once removed
25 from the list, an Operator must wait until the next recruitment and reapply. In the case when more
26 than one SIT is hired at the same time, SITs will be placed on the training seniority list in order of
27 their classification seniority. The UNION will certify the seniority order of the candidates.

28 1. There will be two classifications of SIT First Line Supervisor: Service

1 Supervisor and Base Dispatcher/Planner. As openings arise, SITs will be selected in seniority order.
2 Each SIT must accept an initial appointment from among the classification(s) then available or they
3 will be removed from the SIT list. The UNION will certify the seniority order of the candidates.

4 2. SIT candidates will participate in an orientation program designed to give
5 candidates an understanding of the skills that will be required to be successful in each classification.

6 3. If any SITs remain on a SIT list when a new SIT list is created, they shall be
7 placed above all new SIT candidates.

8 4. The PARTIES agree to regularly discuss the progress of the SIT program
9 during First Line Supervisor LMRC meetings.

10 C. Unless otherwise stated in the job posting, SITs will be placed in the training
11 program for a minimum of twelve months. SIT seniority and probation will be calculated based on
12 the first Saturday of the pay period in which the SIT enters the training program. Upon appointment,
13 an SIT shall be subject to a twelve month probationary period. Any extension of probation will result
14 in a recalculation of the SIT's seniority for an equal duration.

15 1. During the training program, each SIT will be required to qualify in the
16 Base Dispatcher/Planner and Service Supervisor classifications. Upon completion of training in each
17 of the classifications listed above, the SIT will receive a performance evaluation. Upon completion
18 of the 12-month SIT probation period and qualification in the classifications stated above, the SIT
19 will receive a formal review with METRO.

20 2. If an SIT fails to qualify in either the Base Dispatcher/Planner or the
21 Service Supervisor classification, or if the SIT does not successfully complete the training program,
22 they will be removed from the SIT program. An SIT who is removed or withdraws from any of the
23 required classifications during training will be returned to their prior classification with no loss of
24 seniority.

25 3. At the end of the SIT's training program, an evaluation of the SIT's
26 performance will be conducted. If the SIT successfully completes the training program, they become
27 a Supervisor and their SIT probationary period be considered successfully completed. If the SIT does
28 not successfully complete the training program, they may appeal their case to the Supervisor-In-

1 Training Advisory Committee (SITAC). The SITAC will provide training staff with its opinion as to
2 whether or not an additional training period of up to 60 calendar days will likely result in the SIT's
3 successful completion of the training program. The ultimate decision to end or extend an SIT's
4 training program rests solely with METRO. In the case when the training period is extended, the
5 probationary period shall be extended for an equal duration. An SIT removed from the program for
6 failure to meet qualification standards will receive a probation termination review with the Section
7 Manager and/or their designee within 21 calendar days.

8 **4.** Upon qualification in both the Base Dispatcher/Planner and the Service
9 Supervisor classification and successful completion of the SIT probation period, as described above,
10 the new First Line Supervisor will be placed on the First Line Supervisor seniority list, and be
11 eligible to pick at the next scheduled pick. In the case that more than one Supervisor is added to the
12 First Line Supervisor seniority list at the same time, the Supervisor will be placed in order of their
13 SIT Training seniority.

14 **D.** METRO will consider input from instructing Supervisors and the SITAC to
15 establish and publish standards for qualification. METRO will also consider input from the
16 instructing Supervisors to determine in each case whether the SIT has successfully qualified in any
17 classification.

18 **E.** An SIT shall not formally train another SIT at any time.

19 **F.** An SIT, upon hire date, will receive a voucher for four pairs of uniform pants, six
20 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
21 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
22 allowance according to the provision in Section 10, Paragraph B.

23 **G.** An SIT may be assigned to work as Service Supervisor or Base Dispatcher/Planner
24 shifts under direct supervision of a Supervisor.

25 **H.** Upon successful completion of training in a First Line Supervisor classification,
26 the SIT may independently work shifts in any qualified First Line Supervisor classification as
27 assigned by METRO.

28 **I.** Upon qualification in a classification, the SIT shall be placed at the bottom of the

1 relief list in that classification, in seniority order, for the remainder of the time they are assigned to
2 that classification. When assigned to a relief list, the SIT's assignments will be governed by the
3 provisions of Section 6, Paragraphs E, F and G.

4 **J.** Upon qualification in a classification, and by mutual agreement between the
5 PARTIES, an SIT may be eligible to fill a vacant Supervisor position by seniority.

6 **K.** Upon qualification in a classification, an SIT will be eligible to bid on overtime in
7 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

8 **L.** Requests for vacation or other paid time off will be granted, as staffing levels
9 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
10 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
11 classification in which the SIT is being trained at the time of vacation.

12 **M.** The following provisions of this Article shall also apply to SITs: Section 6,
13 Paragraphs I and N; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

14 ***SECTION 22.4 – PICKS***

15 **A.** In the spring and fall of each year, when a facility opens or closes, or when
16 mutually agreed by the PARTIES, all shifts or positions required in the job classifications of
17 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, and Transit Instructor,
18 will be posted for a general pick. The two general picks will be held unless a special pick has
19 occurred or is scheduled to occur within 45 calendar days of the general pick. Copies of schedules
20 and assignments to be picked will be posted at all work sites 14 calendar days prior to the pick.
21 METRO also will issue each Supervisor, and the UNION, a copy of this information. After the
22 posting, there will be a review period in which changes may be made by METRO. No changes will
23 be made five calendar days prior to the pick date unless mutually agreed by the PARTIES.
24 Implementation of the spring pick will occur between April 1 and April 15 and implementation of the
25 fall pick will occur between October 1 and October 15.

26 **B.** Shifts will be classified as regular and relief. Supervisors will be permitted to
27 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
28 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the

1 PARTIES.

2 C. Supervisors who have not worked in a classification for twelve months may
3 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
4 be considered permanently qualified unless mutually agreed by the PARTIES.

5 D. A Supervisor may report to the pick room no earlier than 20 minutes prior to their
6 pick time to examine available work assignments.

7 E. A Supervisor who does not attend the pick must leave, with the UNION, at least
8 four choices of assignments in order of preference. Failure to do so will result in the UNION
9 representative making every effort to select an assignment comparable to the assignment last selected
10 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
11 An Employee shall not be compensated for time spent in the pick unless it is during their regular
12 working hours.

13 F. UNION representation for the Supervisors shall be present during the pick.

14 G. All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
15 significant duties, RDOs, or job classification changed during a shake-up without approval of the
16 affected Supervisor(s) and the UNION.

17 H. At each pick, Supervisors may volunteer in writing to work overtime.

18 I. There will be no restriction, except as provided elsewhere in this Article, on the
19 number of Supervisors picking in or out of a particular classification except that the number of
20 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years
21 will be limited to two in each classification. However, the unit Superintendent and/or designee may
22 exceed this number at their discretion. For picks due to the opening or closing of a facility, or
23 changes in facility hours, nonqualified Supervisors will not be allowed to pick into the Transit
24 Instructor or Communications Coordinator classifications without prior approval of the unit
25 Superintendent and/or designee.

26 J. If a sufficient number of qualified Supervisors do not voluntarily pick into a
27 particular classification, up to two non-qualified Supervisors may be forced to pick in inverse order
28 of seniority into that classification, subject to the limitation on non-qualified Supervisors who may

1 pick into a classification identified in Section 4.I above. If this satisfies the number of Supervisors
2 needed to pick into that classification, no re-pick will occur for that classification. If there is still not a
3 sufficient number of qualified Supervisors voluntarily picking into a particular classification,
4 Supervisors who are currently qualified in that classification will be required, in inverse order of
5 seniority, to pick shifts in that classification. This shall occur only after the two least senior, non-
6 qualified Supervisors have been forced in inverse order of seniority to pick into that classification,
7 only if the limit on the number of nonqualified Supervisors allowed to pick into a classification as
8 stated in Section 4.I has not been reached. When a Supervisor is forced into a classification because
9 of the language in this Paragraph, there will be a re-pick for all Supervisors with less seniority than
10 the Supervisor who is being forced.

11 **K.** If a nonqualified Supervisor picks a classification and fails to qualify, a move-up
12 will be conducted, starting with the most senior qualified Supervisor who was not able to pick into
13 that classification. If a Supervisor picks and/or is forced in inverse seniority into that classification,
14 they will be inserted into that classification in seniority order and a classification re-pick of
15 assignments will be conducted, starting with the inserted Supervisor. If the Supervisor who fails to
16 qualify in their picked assignment has more seniority than the Supervisor who picked and/or was
17 forced in inverse seniority into the classification of the failed classification, they will be inserted into
18 the vacating Supervisor's classification if they are qualified. If the Supervisor who failed to qualify
19 in their picked assignment is not qualified in the remaining vacancy, there will be a move up from
20 that vacancy until a vacancy becomes available for which they are qualified. They will be inserted
21 into that classification in seniority order and a classification re-pick of assignments will be conducted,
22 starting with the inserted Supervisor. If the Supervisor who fails to qualify in their picked assignment
23 has less seniority than the Supervisor who picked and/or was forced in inverse seniority into the
24 classification of the failed classification, there will be a move-up between the vacating Supervisor's
25 work down to the Supervisor who failed to qualify. The Supervisor who failed to qualify will be
26 inserted into the remaining vacancy. If the Supervisor who failed to qualify is not qualified in a
27 vacant position which occurs as a result of the move-up, the move-up will continue past the
28 Supervisor who failed to qualify until a classification they are qualified in becomes available. If there

1 are no vacancies in a classification in which the Supervisor who failed to qualify is qualified, at
2 METRO's discretion, after consultation with the UNION, they will be placed at the bottom of the
3 relief list in a classification in which they are qualified or in a class for qualification in one of the
4 remaining classifications for which the Supervisor has not qualified. Failure to qualify will not be
5 subject to the review process.

6 **L.** To be considered qualified in a classification, a Supervisor must successfully
7 complete a qualification process consisting of a training period and a minimum of two weeks of
8 independent performance of the duties of the position. METRO will determine qualification based on
9 job performance. Supervisors who fail to qualify in this classification will not participate in the
10 qualification process for a period of two years without permission of the unit Superintendent and/or
11 designee.

12 **M.** In order for a Supervisor to pick the Service Quality or Training Classifications or
13 to be on an overtime list in either classification, the Supervisor must have a valid CDL with required
14 endorsement, medical certification or waiver of certification at the time of the pick. Licenses,
15 waivers and endorsements will be checked at the pick.

16 **N.** A Supervisor picking the Transit Instructor classification will pick their work
17 location by seniority.

18 **O.** All block assignments shall have ten hours off between consecutive day's
19 assignments except that in one instance per week per blocked assignment, there may be a minimum
20 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
21 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
22 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
23 assignments shall select one set of the same posted assignment for two consecutive days, a different
24 set of the same posted assignment for another two consecutive days, and a third posted assignment
25 for a single day. Supervisors' selection of blocks may require inclusion of a one-day floating
26 assignment. Should either PARTY be adversely affected by this Paragraph, the PARTIES agree to
27 meet and negotiate necessary changes.

28 **P.** Night assignments and blocks containing night assignments will be included In

1 Service Quality and the Transit Control Center only, as needed. All constructed night work
2 assignments and block assignments will only include work scheduled to operate from 21:00-29:00.
3 The night block assignments will conform with Article 22, Section 4, O.

4 **Q.** A Supervisor who has been unable to work for 30 calendar days or more must be
5 medically released for full duty effective for the first day of the shake-up to be on the pick schedule.
6 Such supervisor will not be allowed to pick an assignment except by mutual agreement between the
7 PARTIES.

8 **R.** Pick will be governed by the provisions of this Section and by guidelines mutually
9 developed and agreed by the PARTIES.

10 **S.** The night block assignments shall not affect a First-line Supervisor's ability to bid
11 and be assigned overtime work through the current practice.

12 ***SECTION 22.5 – MOVE-UPS***

13 **A.** When a permanent vacancy occurs during a shake-up in any Supervisor
14 classification, a system-wide seniority move-up will be held by the UNION as soon as possible. A
15 vacant assignment may only be picked by a Supervisor qualified in that classification. Remaining
16 vacant assignments may be offered in seniority order to SITs who have completed their qualifications
17 outlined in their recruitment and qualified in the open area. If there is a remaining vacancy not filled
18 by a move-up, METRO may fill the vacancy with the lowest seniority Supervisor who is qualified in
19 the classification and who is not already assigned to that classification. Once a Supervisor is forced
20 into the classification because of the language of this Paragraph, shifts will be picked by seniority
21 starting with the forced Supervisor.

22 **B.** Move-ups may not be requested during the last eight weeks of the current shake-
23 up.

24 **C.** A Supervisor qualifying in a classification may participate in move-ups; but they
25 will not move into the new assignment until their training requirements have been completed.

26 **D.** A Supervisor forced into a classification as a result of a move-up will have their
27 picked vacation carried over to that classification.

28 ***SECTION 22.6 – WORK ASSIGNMENTS***

1 **A.** All job classifications except for Transit Instructor and SIT shall have regular
2 shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.

3 **B.** All assignments in the classification of Transit Instructor shall be completed within
4 a continuous eight hour period, unless the assignment is designated for an unpaid 30-minute lunch
5 break.

6 **C.** All Base Dispatcher/Planner shifts shall be straight through, unless mutually
7 agreed by the PARTIES. Communications Coordinator assignments shall have no more than one
8 split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service
9 Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-
10 through on nights (any shift completed after 8:00 p.m.), weekends and holidays when Sunday
11 schedules are operating. Relief Supervisors in the Service Quality Classification shall be guaranteed
12 70% straight-through shifts on weekdays, unless waived by the Relief Supervisor, and 100% straight-
13 through on nights, weekends and holidays when Sunday schedules are operating. Temporary split
14 extra assignments may be assigned to the relief list, however, a Relief Supervisor cannot be required
15 to work a split extra assignment for more than two consecutive weeks.

16 **D.** Regular shifts shall consist of five consecutive calendar days of work within a
17 specific classification in a workweek, with each regularly scheduled workday guaranteed eight hours
18 pay. Regular shift RDOs shall be two consecutive days. 4/40 shifts shall consist of four consecutive
19 days of work within a specific classification, with each workday guaranteed ten hours pay. All
20 regular shifts in the classifications of Service Supervisor, Base Dispatcher/Planner and
21 Communications Coordinator will be assigned in their entirety unless otherwise approved by the unit
22 Superintendent or designee. When a shift is cancelled, the unit Superintendent or designee will notify
23 the UNION.

24 **E.** Relief shifts will be guaranteed 40 hours per workweek, with an eight-hour pay
25 guarantee each regularly scheduled workday. Relief assignments for Relief Supervisors shall be
26 posted by the last day of each pay period for the following pay period. There will be two consecutive
27 RDOs for each 40-hour week, except for Relief Supervisors with Friday and Saturday RDO
28 combinations switching to another RDO combination or vice versa. RDOs will not be changed or

1 cancelled without the consent of the affected Supervisor, except in an emergency. The RDOs for
2 Relief 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 their
4 assignment for the next pay period from the known available assignments and available RDOs, by
5 seniority. SITs and Supervisors working shifts for qualification can be assigned shifts prior to the
6 relief pick. Assignments with five days of the same shift number available in one pay week (Saturday
7 through Friday) must be picked in their entirety with their RDOs. Assignments with four days of the
8 same shift number available in one pay week (Saturday through Friday) must be picked in their
9 entirety with their RDOs. If the four days are part of a 5-day work schedule, an additional open shift
10 must be picked on the remaining workday. Each pay week will be picked separately. Assignments
11 selected the first week will not affect selections in the second week, except where minimum time off
12 between shifts and/or 54 hours off for RDOs would be compromised. Block assignments may be
13 broken up with shifts selected individually by the Relief Supervisor.

14 **G.** If there are not enough work assignments for all Relief Supervisors to choose
15 from, extra assignments may be created. METRO may change a Relief Supervisor's extra
16 assignment by up to eight hours, provided the change is made at least twelve hours before the start
17 time of the Supervisor's extra assignment, except as provided in Paragraph J. In an emergency, or
18 with the Relief Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more
19 than four hours and with less than twelve hours notice. Relief Supervisors who have picked extra
20 assignments must check in between twelve and eight hours prior to the scheduled start of the extra
21 assignment to find out if there is a change.

22 **H.** Scheduled Transit Instructor work will be selected by seniority by qualified
23 Transit Instructors at the worksite. Selected assignments will be worked in their entirety unless a
24 requested change is approved by the unit supervisor. METRO may modify a Transit Instructor's
25 work assignments to meet training needs. To balance workload, METRO may require one or more
26 Transit Instructors from one worksite to work at a different worksite. Such assignments will be made
27 to qualified Transit Instructors in inverse seniority, unless a more senior, qualified Transit Instructor
28 volunteers for the assignment.

1 I. All Supervisors shall have at least 54 hours scheduled off for their two consecutive
2 RDOs.

3 J. METRO will determine the number of relief shifts in each classification, but the
4 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all
5 shifts in that classification; however, not less than three at METRO's option.

6 K. METRO agrees to assign all special assignments, tasks and projects by giving
7 equal consideration to the Supervisor's education, ability and experience as it applies to each
8 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply;
9 and selection shall be based on the above criteria if the special assignment, task or project is to exist
10 for 30 calendar days or more. If the special assignment, task or project is in excess of 90 calendar
11 days, the special assignment, task or project will be rotated among those Supervisors who applied and
12 who meet the above criteria, provided the rotation does not result in project delay. METRO also
13 recognizes the need for ongoing optional training programs which will allow Supervisors to become
14 better qualified for their present work assignments or for advancement.

15 L. Any work that has been historically or traditionally performed by Supervisors will
16 not be performed by any other individual.

17 M. On a holiday when METRO operates a Sunday schedule, Base Operations Utility
18 and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
19 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each
20 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled
21 Supervisor for that shift will be off with holiday pay. If a Utility or Planner/Utility shift is not
22 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift
23 or taking the day off with holiday pay. If the regularly scheduled Supervisor chooses not to work that
24 shift, the shift will be filled by the normal Relief Supervisor assignment process, then through the
25 overtime assignment processes. If a relief Supervisor's weekly picked assignment includes a
26 regularly scheduled shift that is canceled due to a Sunday scheduled holiday, the relief Supervisor
27 shall be required to select from available open shifts for the holiday.

28 N. When a shift remains unfilled within one hour of the start time of the shift and

1 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
2 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
3 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
4 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,
5 Supervisor qualification, business requirements and the Supervisor's desire to change work
6 assignments.

7 **O.** METRO may require up to four Supervisors to train in the Communication
8 Coordinator and classification during each shake-up. Volunteers, in seniority order, will be selected
9 for the training. If there are not enough volunteers to fill designated training requirements,
10 Supervisors may be required to train. If a Supervisor is required to train as a Communications
11 Coordinator, they will be selected in inverse seniority order from Supervisors who have at least one
12 year of seniority and who have not had a previous opportunity to train as a Communications
13 Coordinator. A Supervisor who fails to qualify will return to their picked assignment. For the
14 purpose of this Paragraph, years of seniority will be calculated from the date of qualification as a
15 First Line Supervisor and adjusted day-for-day for any time spent in excess of 90 consecutive
16 calendar days on either military leave (unless required otherwise by law) and/or in a layoff status.

17 ***SECTION 22.7 – SPECIAL ALLOWANCES***

18 **A.** Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one
19 workday, providing that premium time is not already being paid, in which case spread time will be
20 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread
21 assignment.

22 **B.** A Supervisor shall receive two hours straight-time pay in addition to regular pay
23 for each shift during which they instruct a new or nonqualified Supervisor or a Supervisor who
24 requires a refresher or retraining for which METRO requires a written evaluation. This pay will be
25 contingent on the completion of an evaluation of the trainee's performance.

26 **C.** A Supervisor shall receive a 5% pay premium for all hours worked as a
27 Communications Coordinator.

28 **D.** A Supervisor acting in the role of a State certified CDL Examiner shall receive a

1 five percent (5%) pay premium for all hours worked as a CDL Examiner.

2 ***SECTION 22.8 – OVERTIME***

3 A. For a five-day work week, all hours worked in excess of eight hours on a regular
4 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
5 pay for actual hours worked. For a four-day work week, all hours in excess of ten hours on a regular
6 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
7 pay for actual hours worked.

8 B. Any work performed on a RDO shall be paid at the overtime rate of one and one-
9 half times the existing straight-time rate of pay with minimum pay of four hours. No Supervisor will
10 be required to work on their RDO except in an extreme emergency, unless designated by the Director
11 of Bus Operations and/or their designee.

12 C. All overtime will be assigned according to guidelines mutually developed and
13 agreed by the PARTIES.

14 D. Posted special event assignments will be available for pick by those Supervisors
15 selecting either the Service Supervisor or Communications Coordinator classifications. These
16 assignments will be known as future overtime and will be credited to the Supervisor in advance and
17 combined with hours actually worked.

18 ***SECTION 22.9 – VACATION SELECTION***

19 The selection of vacation will follow those guidelines set for vacation selection and accrual in
20 Article 9 with the following exceptions:

21 A. At the spring pick, Supervisors will select vacations in increments of no less than
22 five days for a 5-day work week and four days for a 4-day work week, in order of Supervisor
23 seniority in each classification. After all first choices are filled by seniority, second, third, fourth and
24 fifth choices will be selected in that order by seniority within each classification. Appropriately
25 accrued vacation will be used in the selection of these periods. Supervisors shall use the same
26 Vacation Period Table as Transit Operators. Vacation weeks picked during the spring pick may only
27 be canceled in increments of full workweeks (5 days for 5/8 schedules and 4 days for 4/40
28 schedules).

1 **B.** At the fall pick, if a Supervisor picks into a classification, listed in Section 1, other
2 than the one for which they have selected their fall vacation, and their fall vacation period is full in
3 the newly picked classification, they may not bump a person with lower seniority who has already
4 selected that period in that classification. Such Supervisor will select another vacation period from
5 the remaining periods in the new classification. Appropriately accrued vacation will be used in the
6 selection periods.

7 **C.** The number of Supervisors within a classification allowed on vacation during the
8 same period shall be at least 14% of the number of Supervisors in that classification, including SITs
9 projected to be qualified and working independently in the classification on June 30. However,
10 during pick for Transit Operators, the minimum number of Base Dispatcher/Planners allowed on
11 vacation shall be reduced by two except during the August Transit Operator pick when it will be
12 reduced by one. Qualified Relief Supervisors and/or one-third of all Transit Instructors may be
13 required to work in other classifications to fill vacation reliefs, by inverse seniority.

14 **D.** A Supervisor may use their current vacation accrual in single-day increments with
15 the approval of their immediate supervisor and/or their designee.

16 ***SECTION 22.10 – SPECIAL BENEFITS***

17 **A.** Upon the approval of the unit supervisor, at least one Supervisor per day in each
18 classification shall be allowed to use a personal holiday.

19 **B.** Annually, on the fourth Monday in January, a uniform allowance payable by
20 voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year
21 shall be available for each Supervisor. The maximum uniform allowance balance which may be
22 carried over into the next year is twenty times the top step of the Service Supervisor wage rate in
23 effect on January 1. The uniform voucher may be used only to purchase authorized uniform items.
24 When a Supervisor needs to replace their all-weather parka or jacket due to normal wear and tear,
25 METRO will issue a voucher for its replacement. In addition to the above allowances, a Supervisor
26 may be reimbursed once each calendar year for one pair of personal work shoes costing up to an
27 amount of six times the top step of the Base Dispatcher/Planner wage. To receive reimbursement the
28 shoes must meet the current standards of uniform footwear for Supervisors.

1 1. A Supervisors' Uniform Committee shall be appointed to maintain or
2 modify all Supervisors' clothing and appearance standards.

3 2. All necessary safety and foul weather gear will be provided by METRO.

4 **SECTION 22.11 – GENERAL**

5 A. All Supervisors working in the classifications of Transit Instructor,
6 Communications Coordinator, and/or Service Supervisor will receive hands-on orientation on all
7 coach or coach-related equipment within 90 calendar days of its use in service. Those Supervisors
8 who are directly involved in the operation/service of the special equipment will receive orientation or
9 training on such equipment.

10 B. It is METRO's responsibility that all Supervisors will be trained and certification
11 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
12 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

13 C. The PARTIES will establish a Supervisors Labor-Management Relations
14 Committee for the purpose of exploring and responding to issues of mutual concern to METRO and
15 the Supervisors.

16 D. METRO and the Supervisors will develop a complete written description of the
17 duties and responsibilities of each shift, to be made available at each pick.

18 E. For all classifications as set forth in Section 1, there will be a minimum of at least
19 one Supervisor allowed to have time off through day off book procedures in each classification, and
20 METRO will accommodate Supervisor requests consistent with daily staffing requirements. Day off
21 book procedures will be consistent in all classifications. Requests for AC days may not be entered
22 into the day off book more than one calendar month in advance of the day(s) off desired.

23 F. If a Supervisor is out on leave for six or more consecutive months an appropriate
24 amount of training will be required. METRO shall determine the amount of training required, which
25 shall be no less than five (5) days.

26 G. First Line Supervisors will be subject to one probationary period for 12-months of
27 service in any of the following classifications: Base Dispatcher/Planner, Transit Communications
28 Coordinator, Service Supervisor, or Transit Instructor. For the Base Dispatcher/Planner and Service

1 Supervisor classifications, the probationary period shall be considered completed upon successful
2 completion of the SIT training period as outlined in Article 22.3. For the Transit Communications
3 Coordinator or Transit Instructor classification, the 12-month probation period will be considered
4 satisfied after successful completion of the 12-month SIT training period, or upon 12-months of
5 successful on-the-job performance in the Transit Communications Coordinator and/or Transit
6 Instructor classifications. Once an Employee has successfully served a probation in a First Line
7 Supervisor classification, they will not be expected to serve an additional probationary period for
8 work performed in another First Line Supervisor classification.

9 ***SECTION 22.12 - ATTENDANCE DEFINITIONS***

10 **A.** The following are attendance definitions of misses for all Supervisors:

11 **1.** Late Report – Reporting to work late from two minutes up to one hour after
12 designated report time.

13 **2.** Unexcused Absence – Failure to report for work within one hour of
14 designated report time.

15 **3.** Absence – Any unexcused absence that has been changed to an absence by
16 the immediate supervisor/designee.

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

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

22 ***SECTION 22.13 - ATTENDANCE***

23 **A.** The PARTIES recognize that METRO provides an essential public service and
24 that Employees have the responsibility and the obligation to report for all assignments unless
25 previously excused.

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

28 **C.** An Employee requesting work on their RDO, who fails to report for work or who

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

2 **D.** Misses include late reports, unexcused absences and absences. All misses shall be
3 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
4 controls:

5 • First – Informational Notice.
6 • Second – Oral Reminder.
7 • Third – Written Reminder and the Employee will be offered a program of
8 assistance from both PARTIES in developing a plan to improve attendance. This program will
9 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
10 and the UNION Officer/designee will meet with the Employee to write the details of the program,
11 which will be specific to the Employee.

12 • Fourth – One-day suspension, unless the Employee has a five-year record of
13 less than three misses per year, in which case another Written Reminder shall be issued. Whether
14 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

15 • Fifth – Discharge, unless METRO determines that an additional suspension
16 may be sufficient to correct the Employee’s attendance problem.

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

18 • First through third – Informational Notice.

19 • Fourth – Oral Reminder and Employee will be offered a program of
20 assistance from both PARTIES in developing a plan to improve attendance. This program will
21 include a referral to the Employee Assistance Program (EAP). The METRO unit

22 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
23 of the program, which will be specific to the Employee.

24 • Fifth – Written Reminder.

25 • Sixth – Review of program of assistance; Explanation of Attendance
26 Probation.

27 • Seventh – One-day suspension Placement on Attendance Probation. This
28 counts as FIRST probationary absence.

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

3 **1.** The attendance probation will begin on the calendar day following the
4 Employee's seventh miss.

5 **2.** The Employee will be offered a program of assistance from both the
6 PARTIES in developing a plan to improve attendance. This program will include a referral to the
7 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION
8 Officer/designee will meet with the Employee to write the details of the program, which will be
9 specific to the Employee.

10 **3.** During the attendance probation, the language of Paragraph H will not
11 apply.

12 **4.** For each miss that occurs during the attendance probation, the Employee
13 will be informed in writing of their status.

14 **5.** The Employee will be allowed no more than three misses in each of the two
15 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
16 seventh miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two
17 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).
18 An Employee who successfully completes the two twelve-month periods will no longer be on
19 attendance probation.

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

22 **7.** The attendance probation periods will be extended by any unpaid leave,
23 industrial injury, or other protected leave in excess of ten consecutive calendar days.

24 **G.** Four consecutive workdays of absence without leave may be considered a
25 resignation or grounds for termination, as appropriate, taking into consideration mitigating
26 circumstances.

27 **H.** A continuous record of 60 calendar days without a miss will cancel the first late
28 report or absence that is less than twelve months old. Thereafter, each continuous 30 calendar days

1 without a miss will cancel the next late report or absence on the Employee's record, until all are
2 cancelled. Should the Employee have a miss, another 60 calendar day period must be completed
3 before more cancellations will be made. For the purpose of administering this Paragraph, any time
4 missed from work due to unpaid leaves of absence or suspension will not be counted toward a
5 continuous record of 60 and/or 30 calendar days without a miss.

6 **ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**

7 ***SECTION 23.1 – DEFINITION OF EMPLOYEES***

- 8 • Operations Support System (OSS) Coordinator
- 9 • Scheduling Technical Information Processing Specialist III
- 10 • Senior Schedule Planner
- 11 • Transit Information Planner

12 ***SECTION 23.2 – GENERAL CONDITIONS***

13 A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators are
14 presently classified as salaried Employees and as such may work flexible schedules. The decision of
15 whether to classify Employees as FLSA-exempt is solely within the discretion of King County.
16 Should King County change the salaried status of Employees under this Article, it shall negotiate the
17 effects of this change with the UNION. An Employee may work an alternative work schedule, which
18 may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting
19 and/or job share arrangements upon approval of their unit supervisor. FLSA-exempt Employees may
20 be granted up to a maximum of ten days of executive leave annually, to be administered according to
21 King County policy.

22 B. When there is a regular vacancy in the Senior Schedule Planner classification, it
23 will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the
24 vacancy based on seniority, work knowledge and work performance. The remaining vacant
25 assignment will be subject to recruitment and will be filled by a Bus Supervisor, Rail Supervisor,
26 O&M Supervisor, or an OSS Coordinator, based on merit. If no Bus Supervisor, Rail Supervisor, or
27 O&M Supervisor, or OSS Coordinator applies during a recruitment to fill a regular vacancy, METRO
28 may then recruit for and select from other qualified Employees.

1 C. At every regular Supervisor pick, one Senior Schedule Planner position will be
2 used for training. METRO will solicit letters of interest from Bus Supervisors, Rail Supervisors,
3 O&M Supervisors, and OSS Coordinators to temporarily fill this Senior Schedule Planner position.
4 This Senior Schedule Planner “Trainee” position is intended to provide the eligible pool with training
5 opportunities in Scheduling. If there are multiple candidates for this training position, METRO will
6 make a selection using a merit-based selection process. If there are no applicants for this training
7 position, and no Acting Senior Schedule Planner that has served in the position in the previous four
8 six month pick cycles as identified below are available and interested in the position, the position will
9 be posted as a “Scheduler Trainee” no later than fifteen (15) calendar days prior to Supervisor pick,
10 in accordance with Supervisor pick guidelines. In order to provide for an orderly transition, there
11 may be a brief period of overlap (typically one two-week pay period) between the Supervisor
12 completing their training period and the next Supervisor selected to begin their training, in order for
13 the new trainee to become qualified.

14 In order to create new training opportunities, a Supervisor who has served in an Acting Senior
15 Schedule Planner position by way of this provision may not serve in this position again in the next
16 four six-month pick cycles (i.e. two years), unless there are no other Supervisors available or
17 interested in serving as an Acting Senior Schedule Planner.

18 The Scheduler Trainee must qualify (pass a test with a score of 80% or better) at the
19 conclusion of the initial eight week training period. If necessary, the test will be given a second time
20 after further review to give the Trainee ample opportunity to succeed. In the event the Trainee does
21 not qualify in the Scheduler position, provisions will be made to return to First-line work on the relief
22 list in seniority order of their last picked classification or if there is no relief list for their last picked
23 classification, a mutually agreed position.

24 D. When there is a regular vacancy in the OSS Coordinator classification it will be
25 filled by a Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor
26 experience or a Senior Schedule Planner. METRO will use a merit-based selection process to
27 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
28 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select

1 from qualified Employees.

2 E. When an OSS Coordinator is required to work on a holiday, they will have another
3 day off with pay on a day mutually agreed by the Employee and their unit supervisor.

4 F. Employees listed in Section 1 will receive a second personal holiday to be used in
5 the payroll year in lieu of the holiday for Lincoln’s Birthday specified in Article 8, Section 4. The
6 use of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

7 **SECTION 23.3 – USE OF CONSULTANTS TO CONDUCT CONFIDENTIAL**
8 **ANALYSIS**

9 A. METRO may engage outside consultants to conduct confidential
10 scheduling/HASTUS-related analysis when such work will be used to support collective bargaining
11 negotiations or for lawsuit purposes.

12 B. “Confidential” analysis shall mean analysis performed on behalf of the Employer
13 in preparation for collective bargaining or in connection with litigation.

14 C. If King County has not presented the contractor’s analysis during the course of
15 collective bargaining or during a lawsuit, the UNION may request the results of the analysis after
16 bargaining or the lawsuit is concluded, provided that attorney-client communications and work
17 product are protected from disclosure.

18 D. METRO agrees that the Scheduling Supervisor will inform the Senior Schedule
19 Planners that a consultant has been engaged.

20 E. This AGREEMENT does not change the role of Senior Schedule Planners in
21 analyzing, developing and creating schedules for METRO service.

22 F. This AGREEMENT does not bar METRO from using Senior Schedule Planners
23 from performing analysis relating to collective bargaining or lawsuits.

24 **ARTICLE 24: PASS SALES OFFICE EMPLOYEES**

25 **SECTION 24.1 – DEFINITION OF EMPLOYEES**

26 “Pass Sales Office (PSO) Employees” shall mean all Employees in the following
27 classifications:

- 28 • Assigned Pass Sales Representative (Assigned PSR)

- 1 • Pass Sales Representative (PSR)
- 2 • Senior Accounting Representative

3 **SECTION 24.2 – GENERAL CONDITIONS**

4 A. An operations manual for each area of PSO will specify applicable policies and
5 procedures. Such policies and procedures shall not conflict with the provisions of this
6 AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete,
7 updated manual will be available to all PSO Employees.

8 B. The PARTIES agree to establish a Joint Working Conditions Committee
9 comprised of equal numbers of METRO management and UNION-appointed Customer
10 Communications and Services representatives. The purpose of this committee will be to improve
11 working conditions and work processes in Customer Communications and Services. The committee
12 will meet regularly and during the planning phase of any project that will impact working conditions.
13 The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate
14 rate. Any recommendations that lead to changes to this AGREEMENT must be negotiated by the
15 PARTIES and agreed to by both the UNION and the Office of Labor Relations pursuant to Article
16 27, Section 1.

17 **SECTION 24.3 – WORK ASSIGNMENTS**

18 A. The workweek shall consist of five consecutive days, except when an Employee's
19 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regularly
20 scheduled workday. Each shift, except where modified by historical practice, will be completed
21 within either a continuous nine hour period with an unpaid one-hour lunch period and will include
22 two paid fifteen minute breaks, or a continuous eight and one-half hour period and will include an
23 unpaid one-half hour lunch and two paid 15-minute breaks.

24 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
25 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
26 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
27 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

28 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight

1 hours off between shifts and at least 60 hours off for RDOs.

2 ***SECTION 24.4 – PICKS***

3 A. Each PSR will select their position at a time scheduled in conjunction with Transit
4 Operator picks, except that an additional PSR pick will occur at a time to take effect during June.
5 Positions at the Sales Counter, Neighborhood Pop-up, and ORCA Mail Center will be available for
6 pick. At pick a volunteer list for qualified PSRs will be posted for backfill purposes for short term
7 vacancies.

8 B. During their probationary period, each PSR will receive training in the following
9 areas: at the Sales Counter and ORCA Mail Center. A PSR will not participate in the pick until their
10 training period is completed and they are qualified in all work areas. Each shake-up PSRs not trained
11 across each job function will rotate into one they are untrained in. A PSR trainee who completes their
12 training and is qualified in all work areas will pick a vacant position by seniority for the remainder of
13 the current shake-up.

14 C. Copies of the proposed pick schedules and shifts will be posted for review 21
15 calendar days prior to the start of the pick. Changes in the posting may not be made less than five
16 days prior to the pick.

17 D. A UNION representative shall be present during the pick.

18 E. A PSR who is unable to attend the pick may leave an absentee pick form indicating
19 their work preferences with the UNION. Failure to do so will result in the UNION representative
20 picking an assignment for the Employee. The UNION representative will make an effort to select an
21 assignment comparable to the assignment last selected at pick. Selections made by the UNION will
22 not be subject to the grievance/arbitration procedure. Employees shall not be compensated for time
23 spent in the selection process, unless it is during their regular work hours.

24 F. When METRO determines that a PSO Employee will be unavailable for work for
25 an entire shake-up, for any reason, that PSO Employee shall not pick a shift. This provision shall
26 include PSO Employees who are detailed or upgraded into job classifications other than their own.

27 ***SECTION 24.5 – FILLING VACANCIES***

28 A. A “short term vacancy” shall mean a vacancy lasting for five or fewer working

1 days. A “temporary vacancy” shall mean a vacancy lasting for more than five working days. A
2 “permanent vacancy” shall mean a vacancy for which there is a hiring process.

3 **B.** At pick, PSRs qualified in all PSO work areas will have the opportunity to be on a
4 volunteer list for backfill of short term vacancies. If there are no volunteers available, such work will
5 be assigned by inverse seniority on a rotating basis. A record of the rotating inverse seniority list
6 shall be posted and kept updated.

7 **C.** If a temporary vacancy is to be filled, it shall be filled by detail assignment. PSO
8 Employees who are qualified and willing to do the work shall be given first consideration. Seniority,
9 workload and staffing needs shall be the determining factors in filling the position. If no PSO
10 Employee volunteers are available, the position will first be assigned to PSO Employees by inverse
11 seniority on a rotating basis. If no qualified Employees are reasonably available, outside help will be
12 used. The UNION will be advised when outside help is called.

13 **D.** METRO shall use the following process when filling all new or vacant full-time
14 PSR positions. First, the position will be offered to qualified Assigned PSRs. Second, if there are no
15 qualified Assigned PSRs, then METRO shall offer all new or vacant PSR positions to qualified
16 Term-Limited Temporary (TLT) PSRs, provided they were initially hired through a competitive
17 hiring process and are deemed qualified through a testing/selection process. Third, if there are no
18 qualified Term-Limited Temporary (TLT) PSRs, then METRO may conduct an open and competitive
19 recruitment to fill the vacancy, first preference shall be given to qualified CIO Employees before all
20 other applicants. For all hiring paths above, METRO shall determine the appropriate hiring process,
21 criteria, qualifications, and testing methods, all of which shall be consistent with King County’s
22 Career Service rules.

23 **E.** When a permanent vacancy occurs, PSO Employees working in such classification
24 may have a move-up, by seniority, provided such move-up is completed 28 calendar days prior to the
25 next shake-up.

26 ***SECTION 24.6 – OVERTIME***

27 **A.** Overtime in each job classification will be offered by seniority on a rotating basis
28 from an Employee overtime list. If no Employee in the job classification is available, overtime will

1 be offered to qualified PSO Employees by seniority on a rotating basis. If no PSO Employee is
2 reasonably available, overtime will be offered to qualified CIO Employees. If no CIO Employee is
3 reasonably available, METRO may assign overtime to PSO Employees by inverse seniority or on a
4 rotating basis.

5 **B.** All hours worked in excess of eight hours in the scheduled workday or work on a
6 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
7 straight-time rate of pay of the classification for actual overtime hours worked.

8 **C.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
9 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
10 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
11 differential.

12 ***SECTION 24.7 – SPECIAL ALLOWANCES***

13 **A.** Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for
14 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a
15 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a
16 graveyard shift.

17 **B.** A PSO Employee who has gone home after their regular shift, and who is called
18 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
19 A PSO Employee called in before their scheduled report time and in conjunction with their regular
20 shift will be paid for actual hours worked.

21 **C.** PSRs and Assigned PSRs shall receive a straight-time premium for instructing
22 individuals as follows:

23 **1.** One hour of pay at the PSO Employee's current rate for four hours or less
24 of instruction in one day.

25 **2.** Two hours of pay at the PSO Employee's current rate for more than four
26 hours of instruction in one day.

27 **D.** PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour
28 for out of classification work in the CIO.

1 **SECTION 24.8 – SPECIAL BENEFITS**

2 A. When a PSO Employee is informed during their regular shift that overtime in
3 excess of two hours beyond the end of their regular shift will be required, METRO will provide a 30-
4 minute unpaid meal period or a 15-minute paid break, upon request.

5 B. When a PSO Employee is called in for emergency work two or more hours prior to
6 the start of their regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
7 paid break, upon request.

8 C. Each PSO Employee required to work in a transit center or at a satellite customer
9 stop will be provided with a telephone.

10 D. METRO shall maintain a silent alarm system at all METRO-operated PSO
11 counters.

12 **SECTION 24.9 – VACATION SELECTION**

13 A. Vacations will be picked by seniority as outlined in this Section. Senior
14 Accounting Representatives and Pass Sales Representatives will pick from a separate vacation list.

15 B. The vacation pick shall be completed by November 15th each year. The vacation
16 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation
17 they are projected to have in their accrual bank at the beginning of the payroll year. Vacation
18 selection shall be made available for the entire calendar year.

19 C. Vacations may be split into periods of one or more full weeks when this can be
20 arranged at no additional cost to METRO. A PSO Employee may elect to take 50% of their vacation
21 in one-day or one-hour increments. Requests for use of such vacation must be approved in advance
22 by the immediate supervisor.

23 D. A PSO Employee who takes their vacation in two or more periods shall select the
24 second period of their vacation after all PSO Employees in their classification have made their first
25 selection; their third selection after all PSO Employees in their classification have made their second
26 selection; etc., until all periods of vacation have been selected.

27 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
28 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the

1 vacation pick.

2 F. Any picked vacation periods not used will be offered to other PSO Employees by
3 seniority in the same classification if METRO determines business reasons permit.

4 G. The Pass Sales Office will maintain separate vacation lists for PSRs and Senior
5 Account Representatives. The vacation pick shall be completed by November 15th each year. At
6 least two weeks prior to each vacation pick, METRO will indicate the number of PSRs and Senior
7 Account Representatives that may be off from work on particular days. METRO and the UNION
8 agree that both the PSR vacation list and Senior Account Representative vacation list will each permit
9 a minimum of one slot for each calendar day. The number of Employees otherwise permitted to be
10 on vacation at one time shall be regulated by METRO.

11 ***SECTION 24.10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING***
12 ***REPRESENTATIVES***

13 A. Each Assigned PSR shall receive their work assignments from METRO and may
14 work less than an eight-hour day and/or 40-hour workweek.

15 B. No regular, full-time, continuous shift in the PSO shall be split during the life of
16 this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR will be
17 required to accept a split shift without mutual agreement between the PARTIES.

18 C. An Assigned PSR, who is on active pay status at least 80 hours in one calendar
19 month, also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which
20 are observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
21 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
22 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR
23 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid
24 at the overtime rate.

25 D. An Assigned PSR will accrue sick leave per Article 11, Section 1, Paragraph A.

26 E. Not more than 25% of all PSO positions shall be Assigned PSRs.

27 F. If the PARTIES agree to split shifts, up to one-third of Assigned PSR shifts may be
28 split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate equivalent to

1 time and one-half for spread time in excess of 10-1/2 hours.

2 **G.** Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
3 infractions but will not issue discipline or perform formal performance evaluations of PSO
4 Employees.

5 **H.** Vacancies in the position of Senior Accounting Representative will be filled by a
6 PSO Employee with at least two years of experience as a PSR. When qualifications and experience
7 are equal, continuous service as a PSR will be the determining factor. If a suitable candidate is not
8 identified for hire, then METRO shall conduct an open and competitive recruitment and shall provide
9 additional consideration to any internal candidates.

10 ***SECTION 24.11 - ATTENDANCE DEFINITIONS***

11 **A.** The following are attendance definitions of misses for all Pass Sales Office
12 Employees:

13 **1.** Late Report – Reporting to work late from two minutes up to one hour after
14 designated report time.

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

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

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

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

24 ***SECTION 24.12 - ATTENDANCE***

25 **A.** The PARTIES recognize that METRO provides an essential public service and
26 that Employees have the responsibility and the obligation to report for all assignments unless
27 previously excused.

28 **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 their RDO, who fails to report for work or who
3 reports for work late, will be subject to the policies defined in this AGREEMENT.

4 D. Misses include late reports, unexcused absences and absences. All misses shall be
5 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
6 controls:

7 • First – Informational Notice.
8 • Second – Oral Reminder.
9 • Third – Written Reminder and the Employee will be offered a program of
10 assistance from both PARTIES in developing a plan to improve attendance. This program will
11 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
12 and the UNION Officer/designee will meet with the Employee to write the details of the program,
13 which will be specific to the Employee.

14 • Fourth – One-day suspension, unless the Employee has a five-year record of
15 less than three misses per year, in which case another Written Reminder shall be issued. Whether
16 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

17 • Fifth – Discharge, unless METRO determines that an additional suspension
18 may be sufficient to correct the Employee’s attendance problem.

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

20 • First through third – Informational Notice.

21 • Fourth – Oral Reminder and Employee will be offered a program of
22 assistance from both PARTIES in developing a plan to improve attendance. This program will

23 include a referral to the Employee Assistance Program (EAP). The METRO unit
24 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
25 of the program, which will be specific to the Employee.

26 • Fifth – Written Reminder.

27 • Sixth – Review of program of assistance; explanation of Attendance

28 Probation.

1 • Seventh – One-day suspension. Placement on Attendance Probation. This
2 counts as FIRST probationary absence.

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

5 1. The attendance probation will begin on the calendar day following the
6 Employee’s seventh miss.

7 2. The Employee will be offered a program of assistance from both the
8 PARTIES in developing a plan to improve attendance. This program will include a referral to the
9 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION
10 Officer/designee will meet with the Employee to write the details of the program, which will be
11 specific to the Employee.

12 3. During the attendance probation, the language of Paragraph H will not
13 apply.

14 4. For each miss that occurs during the attendance probation, the Employee
15 will be informed in writing of their status.

16 5. The Employee will be allowed no more than three misses in each of the two
17 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
18 seventh miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two
19 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).
20 An Employee who successfully completes the two twelve-month periods will no longer be on
21 attendance probation.

22 6. An Employee who has a fourth miss during either twelve-month attendance
23 probation period will be subject to discharge, unless METRO determines that an additional
24 suspension may be sufficient to correct the Employee’s attendance problem.

25 7. The attendance probation periods will be extended by any unpaid leave,
26 industrial injury, or other protected leave in excess of ten consecutive calendar days.

27 G. Four consecutive workdays of absence without leave may be considered a
28 resignation or grounds for termination, as appropriate, taking into consideration mitigating

1 circumstances.

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

9 **ARTICLE 25: SUPPORTED EMPLOYMENT PROGRAM**

10 ***SECTION 25.1 – DEFINITION OF EMPLOYEES***

11 **A.** This Article applies to Employees who are hired through the King County
12 Supported Employment Program, which provides Career Service positions, for paid, competitive
13 employment opportunities for individuals with intellectual and developmental disabilities in
14 integrated work settings.

15 **B.** Employees in the Supported Employment Program will be placed
16 in the following two job classifications:

- 17 • Supported Employment Program (SEP) Associate I
- 18 • Supported Employment Program (SEP) Associate II

19 ***SECTION 25.2 – TERMS AND CONDITIONS OF EMPLOYMENT***

20 **A.** With respect to Article 7 (Layoff and Recall), only those in Supported Employee
21 classifications may bump others in Supported Employee classifications. Additionally, because the
22 jobs are tailored to individuals’ abilities and experience, the Program Manager and the King County
23 Department of Human Resources Director or designee must review and approve any bumping
24 decisions involving Supported Employees and notify the UNION of the decision.

25 **B.** The job duties of a Supported Employee may cross job classifications, bargaining
26 units and/or union jurisdiction boundaries. The PARTIES understand that the process used to assign
27 duties will reflect a “customized employment process” wherein job duties may be “carved” from
28 various assignments and places to create a single Supported Employee assignment with agreement

1 from the UNION. Because a key component to a successful program includes flexibility in assigning
2 job duties based on operational need and Employee growth, as well as the ability to increase
3 responsibility as skills grow, duties will vary and may change over time.

4 C. Supported Employee Program Associates are represented by the UNION and will
5 have all rights afforded to them under this AGREEMENT.

6 D. When a job assignment crosses union lines to a significant degree, the unions will
7 be consulted and agreement between the union will be sought. The union representing the majority of
8 the work will represent the employee. Issues, concerns or disputes regarding the representation of
9 bargaining unit work assigned to Supported Employees will be discussed by the unions jointly with
10 the Supported Employment Program Manager and the appropriate representative of the Office of
11 Labor Relations. Employees will be allowed and expected to continue performing their duties, newly
12 identified and/or previously assigned, while the dispute is discussed. The PARTIES may involve the
13 King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes.

14 E. The PARTIES acknowledge the possibility that a Supported Employee may be
15 assigned to perform work that is currently non-represented. If, however, the Employee is assigned
16 both non-represented and represented work, the Employee will be treated as a member of the
17 bargaining unit. The assignment of non-represented work to a Supported Employee will not change
18 the characterization of the work as non-represented work.

19 F. The assignment of a Supported Employee to the bargaining unit will not result the
20 loss of bargaining unit positions, modification of the process for selection of assignments, alteration
21 of schedules, less overtime opportunities, or any other right provided by this AGREEMENT or
22 practices developed thereunder.

23 G. Supported Employees may be reclassified from current County classifications to
24 the appropriate new classifications if the Department of Human Resources determines reclassification
25 to be appropriate, with consultation with the UNION. If such reclassification occurs, the reclassified
26 Employees will suffer no loss in pay and no loss of seniority. Participation in Supported
27 Employment Program does not prohibit an Employee from working in a non-supported employment
28 classification when the Employee is able to perform all the essential functions of that classification as

1 long as seniority rules are honored.

2 H. The PARTIES will meet to assess the Supported Employment Program when
3 needed. The PARTIES will discuss any issues or concerns that have arisen since the start of the
4 program and commit to working to resolve those issues, which may include modifications to this
5 AGREEMENT.

6 I. Supported Employees will be assigned to a regular work schedule of no less than
7 20 hours per week and will be eligible for full benefits.

8 **ARTICLE 26: TEMPORARY EMPLOYEES**

9 ***SECTION 26.1 – DEFINITIONS***

10 A. “Term-Limited Temporary (TLT) Employee” shall mean a person who is employed
11 for a period of time at least half-time for more than 6 months with a clearly identifiable end date not
12 to exceed 3 years. Work performed by Term-Limited Temporary (TLT) Employees include Grant-
13 Funded Projects, Information Systems Technology Projects, Capital Improvement Projects, and
14 Miscellaneous Projects and/or Non-Routine Assignments (such as backfilling for Career Service
15 Employees absent from work due to leave, or Special Duty Assignment).

16 B. “Short-Term Temporary (STT) Employee” shall mean a person who is employed
17 for less than half-time in a rolling twelve month period (i.e. less than 1040 hours in a rolling twelve
18 month period). Work performed by Short-Term Temporary (STT) Employees include peak
19 workloads, short-term needs, project-related or seasonal work.

20 C. Employees covered by this Article:

- 21 1. Will not be used in lieu of filling budgeted Career Service positions.
- 22 2. Shall be considered at-will Employees for the duration of their employment.
- 23 Employees shall be eligible for a termination review hearing at their request. The termination of an
- 24 Employee under this article is not grievable.
- 25 3. Are not subject to the layoff and recall provisions of the AGREEMENT.
- 26 4. Will be assigned to work locations, shifts, and regular days off by METRO.
- 27 5. Will be provided with those tools necessary to perform their jobs.
- 28 6. Term-Limited Temporary (TLT) Employees and Short-Term Temporary

1 (STT) Employees are not eligible for Special Duty Assignments (SDA).

2 **D.** Positions filled by Employees covered by this Article will not be part of the regular
3 pick process for Career Service Employees.

4 **E.** METRO and the UNION will periodically meet to discuss the use of Employees
5 under this Article and whether the work should properly be performed by other Employees.
6 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would
7 employ a substantial number of Employees under this article.

8 ***SECTION 26.2 – SELECTION AS A CAREER SERVICE EMPLOYEE***

9 **A.** All Term-Limited Temporary (TLT) Employee postings shall also be posted as
10 Special Duty Assignments (SDA) for the entire bargaining unit on King County’s website.

11 **B.** A Term-Limited Temporary (TLT) Employee or Short-Term Temporary (STT)
12 Employee who is selected by METRO for a Career Service position in the same classification shall
13 serve the probationary period that is required by the position; however, if the Employee has 90 or
14 more calendar days of continuous TLT employment in the classification at the time of selection, the
15 probationary period shall be reduced by 90 calendar days and they will receive a seniority date,
16 vacation service credits and wage progression which reflects their continuous service.

17 ***SECTION 26.3 – WAGES AND BENEFITS FOR SHORT-TERM TEMPORARY (STT)***
18 ***EMPLOYEES***

19 **A.** A Short-Term Temporary (STT) non-exempt Employee shall be paid for actual
20 hours worked at the current rate in effect for their classification and length of service. Such
21 Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-
22 time hours in one workweek, or for hours worked on holidays.

23 **B.** A Short-Term Temporary (STT) Employee is not eligible for any Employee
24 benefits, except as described in Paragraph D below. However, Short-Term Temporary (STT)
25 Employees working on a full-time basis as defined by the Affordable Care Act, as amended, will
26 receive insured benefits to the extent required by law and King County Code.

27 **C.** A Short-Term Temporary (STT) Employee whose employment is extended
28 beyond 1,040 hours in a rolling twelve-month period shall receive applicable retroactive benefits to

1 the date of hire (based on established start dates of benefits).

2 **D.** Short-Term Temporary (STT) Employees shall accrue sick leave consistent with
3 the provision set forth in Article 11, Section 1, Paragraph B.

4 ***SECTION 26.4 – WAGES AND BENEFITS FOR TERM-LIMITED (TLT) TEMPORARY***
5 ***EMPLOYEES***

6 **A.** Term-Limited Temporary (TLT) Employees will have seniority only within a
7 group of Term-Limited Temporary (TLT) Employees in the same classification for picking vacation,
8 overtime opportunities, and for forced overtime.

9 **B.** A Term-Limited Temporary (TLT) Employee may serve as a lead for other Term-
10 Limited Temporary (TLT) Employees. Selection for such lead positions shall be based on merit.

11 **C.** When METRO needs to separate one or more Term-Limited Temporary (TLT)
12 Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to
13 change that order. METRO will provide the plan for the order of separation to the UNION prior to
14 providing formal notice to the Employees.

15 **D.** A Term-Limited Temporary (TLT) Employee is eligible for benefits as stated in
16 Articles 8-12.

17 **E.** Term-Limited Temporary (TLT) Employees will follow the wage progression as
18 stated in Article 14.1–14.2.

19 **F.** Upon request, a Term-Limited Temporary (TLT) Employee may exchange work
20 assignments with another Term-Limited Temporary (TLT) Employee of the same classification
21 within a division. Assignment exchanges are subject to management’s approval.

22 **ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

23 ***SECTION 27.1 – MODIFICATION PROVISION***

24 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
25 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
26 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
27 UNION President/Business Representative/designee.

28 ***SECTION 27.2 – SAVINGS CLAUSE***

1 Should any provision of this AGREEMENT be rendered or declared invalid because of any
2 existing or subsequent legislation or by any court decision, the remaining provisions of this
3 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
4 to renegotiate such invalidated provisions to comply with the law.

5 **ARTICLE 28: TERM OF AGREEMENT**


6 This AGREEMENT shall become effective November 1, 2022 and shall remain in full force
7 and effect until October 31, 2025. Not later than August 1, 2025, either PARTY wishing to modify
8 the terms of this AGREEMENT shall notify the other PARTY in writing setting forth their proposal
9 for modification.

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APPROVED this _____ day of _____, 2023.

By: _____
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587



Ken Price
President/Business Representative

EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00%- 4.00% COLA
Operators			
Transit Operators	\$40.68	\$43.12	
Vehicle Maintenance			
Assistant Utility Service Worker	\$24.41	\$25.87	
Electronic Technician	\$50.31	\$53.33	
Equipment Dispatcher	\$41.60	\$44.10	
Equipment Painter	\$46.58	\$49.37	
Equipment Service Worker/Stores Driver	\$37.82	\$40.09	
Equipment Service Worker	\$37.82	\$40.09	
Lead Electronic Technician	\$55.34	\$58.66	
Lead Equipment Painter	\$51.23	\$54.31	
Lead Equipment Service Worker	\$41.60	\$44.10	
Lead Maintenance Machinist	\$51.23	\$54.31	
Lead Mechanic	\$55.34	\$58.66	
Lead Purchasing Specialist	\$44.66	\$47.34	
Lead Sheet Metal Worker	\$51.23	\$54.31	
Lead Transit Parts Specialist	\$43.28	\$45.87	
Lead Vehicle Upholsterer	\$51.23	\$54.31	
Maintenance Machinist	\$46.58	\$49.37	
Mechanic	\$50.31	\$53.33	
Mechanic Apprentice (5 Step Wage Progression)	\$50.31	\$53.33	
Metal Constructor	\$46.58	\$49.37	
Paint Preparation Technician (85% of Equipment Painter)	\$39.59	\$41.97	
Purchasing Specialist	\$40.60	\$43.04	
Purchasing Specialist NRV	\$40.60	\$43.04	
Senior Stores Clerk	\$37.31	\$39.55	

	TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00%- 4.00% COLA
1				
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3	Sheet Metal Worker	\$46.58	\$49.37	
4	Transit Parts Specialist	\$39.34	\$41.70	
5	Utility Service Worker	\$30.51	\$32.34	
6	Utility Service Worker/CDL Trainee	\$30.51	\$32.34	
7	USW/Driver (\$.70 above USW)	\$31.21	\$33.04	
8	USW/Driver CDL (\$2.00 above USW)	\$32.51	\$34.34	
9	Vehicle Damage Estimator	\$51.23	\$54.31	
10	(10% above Sheet Metal Worker)			
11	VM Technical Information Process Specialist III	\$37.31	\$39.55	
12	VM Technical Information Process Specialist III Stores	\$37.31	\$39.55	
13	Vehicle Upholsterer	\$46.58	\$49.37	
14	Facilities Maintenance			
15	Transit Building Operating Engineer	\$50.31	\$53.33	
16	Transit Building Operating Engineer, Apprentice	\$50.31	\$53.33	
17	(5 Step Wage Progression)			
18	Transit Carpenter	\$46.58	\$49.37	
19	Transit Equipment Operator	\$40.87	\$43.32	
20	Facilities Maintenance Trainee	\$36.76	\$38.97	
21	Facilities Maintenance Worker	\$30.15	\$31.96	
22	Transit Grounds Specialist	\$39.37	\$41.73	
23	Transit Building Operating Engineer - Lead	\$55.34	\$58.66	
24	Transit Carpenter - Lead	\$51.23	\$54.31	
25	Transit Ground Specialist - Lead	\$43.31	\$45.90	
26	Transit Maintenance Constructor I - Lead	\$51.23	\$54.31	
27	Transit Maintenance Constructor II - Lead	\$55.34	\$58.66	
28	Transit Maintenance Painter – Lead	\$51.23	\$54.31	
	Transit Maintenance Signage Specialist - Lead	\$42.23	\$44.76	

	TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00%- 4.00% COLA
1				
2				
3	Transit Facilities Millwright - Lead	\$51.23	\$54.31	
4	Transit Radio and Communication Systems Specialist - Lead	\$59.78	\$63.37	
5	Transit Facilities Specialist (Custodian - Lead)	\$36.58	\$38.78	
6	Transit Utility Laborer - Lead	\$40.46	\$42.89	
7	Transit Maintenance Constructor I	\$46.58	\$49.37	
8	Transit Maintenance Constructor II	\$50.31	\$53.33	
9	Transit Maintenance Signage Specialist	\$38.39	\$40.69	
10	Transit Facilities Millwright	\$46.58	\$49.37	
11	Transit Purchasing Specialist	\$40.60	\$43.04	
12	Transit Facilities Specialist (Custodian I)	\$30.15	\$31.96	
13	Transit Facilities Specialist (Custodian II)	\$33.25	\$35.25	
14	Transit Electronics Communication Technician	\$36.38	\$38.56	
15	Transit Maintenance Painter	\$46.58	\$49.37	
16	Transit Maintenance Painter - Apprentice	\$46.58	\$49.37	
17	Transit Radio and Communications Systems Specialist	\$54.35	\$57.61	
18	Transit Utility Laborer	\$36.78	\$38.99	
19	Revenue Coordinators			
20	Revenue Coordinator	\$41.83	\$44.34	
21	Special Classifications			
22	Accounting Technician I	\$32.01	\$33.93	
23	Accounting Technician II	\$36.32	\$38.50	
24	Information Distributor	\$33.72	\$35.74	
25	Operations Security Liaison	\$50.05	\$53.05	
26	Transfer Room/Warehouse Worker	\$39.34	\$41.70	
27	Customer Communications and Services			
28	Assigned Transit Customer Information Specialist	\$35.11	\$37.22	

	TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00%- 4.00% COLA
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3	Transit Customer Information Specialist	\$35.11	\$37.22	
4	Transit Pass Sales Representative	\$35.11	\$37.22	
5	Senior Accounting Representative	\$38.69	\$41.01	
6	Senior Transit Customer Information Specialist	\$38.69	\$41.01	
7	Supervisors			
8	Transit Communications Coordinator	\$53.32	\$56.52	
9	Transit Base Dispatcher	\$53.32	\$56.52	
10	Transit Instructor	\$53.32	\$56.52	
11	Supervisor-in-Training (Start at 85% of Supervisor,	\$47.99	\$50.86	
12	After 6 months 90% of Supervisor)			
13	Transit Service Supervisor	\$53.32	\$56.52	
14	Schedule Section and OSS Coordinators			
15	OSS Coordinator	\$65.59	\$69.53	
16	Senior Schedule Planner	\$65.59	\$69.53	
17	Supported Employee Associate			
18	Supported Employee Associate - 1	\$25.27	\$26.79	
19	Supported Employee Associate - 2	\$28.45	\$30.16	
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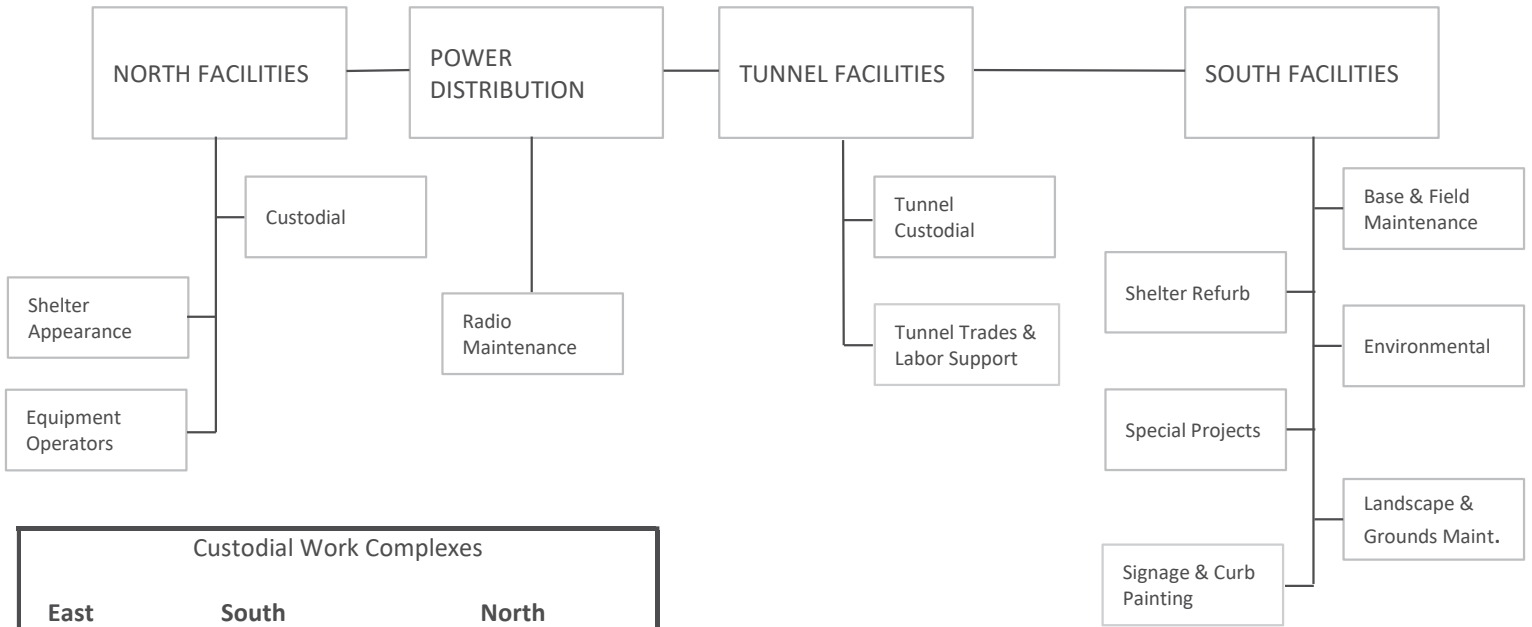
EXHIBIT B – STATE AND CITY RETIREMENT PLANS

Questions regarding state or city retirement should be directed to King County’s Benefits Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers are as follows:

Department of Retirement Systems
Public Employees Retirement System
P.O. Box 48380
Olympia, WA 98504-8380
(360) 664-7000
(800) 547-6657
www.drs.wa.gov

City Retirement Office
720 Third Avenue, Suite 900
Seattle, WA 98104-1829
(206) 386-1293
www.seattle.gov/retirement

EXHIBIT C – FACILITIES ADMINISTRATIVE HEADQUARTERS



Custodial Work Complexes		
East	South	North
East Base	South Base	North Base
Bellevue Base	Safety/Training	North Fac.
Van Center	South Facilities	
	Component Supply Ctr	
	Construction Trailer	
Central		Tunnel
Central & Atlantic Base		IDS
Revenue Processing		PSS
Power Distribution		USS
Ryerson Base		WLS
Marketing		CPS
Transit Control Center		SLUS
NRV		

Scheduled overtime will be assigned to Employees who have signed the "Overtime List" first by shift, then by seniority.

<p>Non-Custodial Classifications:</p> <ul style="list-style-type: none"> 1st-within the area of responsibility / pick position 2nd-within the work program, same shift, by seniority 3rd-within the work program, by seniority 4th-by positions assigned to the chief, by seniority 5th-system wide, by seniority 	<p>Custodial Classifications:</p> <ul style="list-style-type: none"> 1st-within area of responsibility / pick position 2nd-positions assigned to the same building within the complex, same shift, by seniority 3rd-by the positions assigned to the same building within the complex, by seniority 4th-by the positions assigned to the entire complex, including crews, by seniority 5th-by positions assigned to the chief, by seniority 6th-system wide, by seniority
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*On holidays, Employees usually scheduled to work that day take precedence over Employees on RDO's.

EXHIBIT D

TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

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EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY METRO TRANSIT
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY DEPARTMENT OF METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, AFL-CIO representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION” for the mutual understanding of the parties as to wages, hours and other working conditions of employment of those Employees for whom THE COUNTY has recognized the UNION as exclusive collective bargaining representative. When the term “PARTIES” is used herein, it refers to METRO, usually as represented by the RAIL Division, and the UNION. When the term “this AGREEMENT” is used herein, it refers to Exhibit D, the Terms and Conditions of Employment for Rail Employees.

PREAMBLE

The purpose of this AGREEMENT is in the mutual interest of METRO and of the Employees, to provide for the operation of the services of METRO under methods which will further, and improve, working understanding between METRO and the Employees who work in the RAIL Division. The PARTIES agree that the Collective Bargaining Agreement, of which this AGREEMENT is Exhibit D, does not apply to Employees in the RAIL Division except to the extent that provisions of that AGREEMENT, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the PARTIES agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a

1 qualified and responsible workforce. The PARTIES are committed to proper training and safety of all
2 Employees and to cooperate fully for the advancement of that purpose. Employees are entitled to fair
3 wages and working conditions as provided in this AGREEMENT, including all protections preserved
4 by law. Further, the PARTIES recognize that a key element in the provision of fair working
5 conditions includes a commitment to the concept of just cause with respect to Employee discipline.
6 To that end, the PARTIES have set forth in Article R4, Section 3, specific major infractions which
7 will result in discharge or, under certain circumstances, suspension.

8 **DEFINITIONS**

9 The term “negotiate”, as used in this AGREEMENT, shall mean the duty to meet upon
10 request and negotiate with an intention of arriving at an agreement. Unless specifically stated, the
11 use of this term does not require that the issue be submitted to arbitration if no agreement is reached.

12 The term “extreme emergency”, as used in this AGREEMENT, shall mean a circumstance
13 which is beyond the control of METRO, such as an act of nature.

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

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

22 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
23 married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW)
24 49.60.040.

25 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time that
26 starts with the pay period that follows the pay period that includes December 31 and ends with the
27 pay period that includes December 31.

28 The term “day”, as used in this AGREEMENT, shall mean calendar day, unless otherwise

1 noted.

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

4 The term “domestic partner” shall mean two persons who meet the requirements for a valid
5 state registered domestic partnership established by RCW 26.60.030. To enter into a state registered
6 domestic partnership, the two persons must meet the following requirements:

- 7 1. Both persons share a common residence;
- 8 2. Both persons are at least eighteen years of age and at least one of the persons is
9 sixty-two years of age or older;
- 10 3. Neither person is married to anyone else, or in a state registered domestic
11 partnership with any other person;
- 12 4. Both persons are capable of consenting to the domestic partnership; and
- 13 5. Both persons are not of any relation to each other nearer than second cousins and
14 neither partner is a sibling, child, grandchild, aunt, uncle, niece or nephew to the
15 other.

16 **CONVENTIONS**

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

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

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

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

26 The abbreviation “RDO” stands for regular day off.

27 The term “Bus”, as used in “Bus position”, “Bus Employee”, etc., shall refer to positions,
28 Employees, etc., involved in the provision of bus transit services, and excluding RAIL positions,

1 RAIL Employees, etc., involved in the provision of RAIL services.

2 The term “RAIL” shall refer to the Rail Division of METRO as created to operate the light
3 rail and streetcar service.

4 The abbreviation “FTO” stands for Full-Time Bus Transit Operator.

5 The abbreviation “PTO” stands for Part-Time Bus Transit Operator.

6 The abbreviation “LCC” stands for Link Control Center.

7 The term “Streetcar” shall refer to the South Lake Union Streetcar (“SLUS”) and the First Hill
8 Streetcar (“FHSC”).

9 The term “Link Light Rail” (LLR) shall refer to Sound Transit Link Light Rail.

10 DOCUMENTS:

11 a. The “COLLECTIVE BARGAINING AGREEMENT” shall mean the
12 AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
13 COUNTY METRO TRANSIT, of which this AGREEMENT is Exhibit D.

14 b. This document shall be referred to as the TERMS AND CONDITIONS OF
15 EMPLOYMENT FOR RAIL EMPLOYEES.

16 **ARTICLE R1: UNION/MANAGEMENT RELATIONS**

17 ***SECTION R1.1 – SOLE BARGAINING AGENT***

18 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
19 working in the Rail Division of the King County Department of Metro Transit, (henceforth referred
20 to as RAIL) which are listed in Exhibit RA (to Exhibit D). Current or future Employees assigned to
21 perform work which historically or traditionally has been UNION work at RAIL or its successors, or
22 which is agreed or legally determined, pursuant to RCW 41.56, to be UNION work, also shall be
23 covered by the terms of this AGREEMENT.

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

26 C. METRO will notify the UNION of any change in any existing UNION job
27 description prior to the implementation of the change. RAIL will notify the UNION of any newly
28 created job classification within the bargaining unit. If either party requests, the PARTIES will meet

1 and/or discuss whether it is appropriate to include the new job classification into the bargaining unit.
2 If the PARTIES disagree about the positions, the matter may be referred to the Public Employment
3 Relations Commission pursuant to RCW 41.56.

4 ***SECTION R1.2 – UNION MEMBERSHIP***

5 A. All Employees covered under the terms of this AGREEMENT may voluntarily
6 join the UNION. METRO, including its directors, managers and supervisors, shall remain neutral on
7 the issue of whether any Employee should join the UNION or otherwise participate in UNION
8 activities.

9 B. Upon a written authorization by an individual Employee, METRO shall deduct
10 from the pay of such Employee the amount of dues, fees, and assessments, including COPE (or
11 similar funds), as certified by the UNION, and remit such amount to the UNION. METRO shall
12 honor the terms and conditions of each Employee’s written payroll deduction authorization(s). If the
13 UNION makes a material modification to its current payroll deduction authorization card, the
14 UNION agrees to provide METRO with the new card at least 30 calendar days prior to its use. Upon
15 request, the UNION shall meet with METRO, no less than 14 calendar days prior to the use of the
16 new card, to discuss any objections to the payroll deduction authorization card that METRO may
17 have.

18 C. The UNION shall transmit to METRO in writing, by the cutoff date for each
19 payroll period, the name(s) of the Employee(s), as well as their County PeopleSoft identification
20 number(s), who have, since the previous payroll cutoff date, provided the UNION with a written
21 authorization for payroll deductions, or have changed their prior written authorization for payroll
22 deductions.

23 D. Any Employee may revoke a written authorization for payroll deductions by
24 written notice to the UNION in accordance with the terms and conditions of the written authorization.
25 Every effort will be made to end the payroll deductions effective on the first payroll period, and not
26 later than the second payroll period, after METRO receives written confirmation from the UNION
27 that the terms for revocation of the Employee’s authorization regarding payroll deduction have been
28 met. METRO will refer all Employee inquiries regarding the UNION’s revocation process to the

1 UNION. METRO may answer any Employee inquiry about process or timing of payroll deductions.

2 E. The UNION shall indemnify, defend, and hold METRO harmless against any
3 claims made and any suit instituted against METRO as a result of payroll deductions from Employees
4 for UNION dues, fees, and assessments provided such deductions were made in accordance with
5 METRO's good-faith reliance on the terms of a written payroll deduction authorization and at the
6 direction of the UNION. If requested by the UNION in writing, METRO will surrender any such
7 claim, demand, suit or other form of liability to the UNION for defense and resolution.

8 ***SECTION R1.3 – LIST OF NEW OR TERMINATING EMPLOYEES***

9 The Department of Human Resources shall furnish the UNION with a list of new and/or
10 terminating Employees within approximately five (5) working days of an Employee's date of hire or
11 separation.

12 ***SECTION R1.4 – UNION ACCESS***

13 METRO shall provide the UNION with access to its facilities for the purpose of presenting
14 membership information to new Employees, consistent with the requirements of RCW 41.56.037.
15 Duly authorized UNION officials shall be allowed to engage in membership outreach activities on
16 METRO's property, provided the UNION officials do not interfere with the business of METRO. If
17 either PARTY has concerns about access to the property, a UNION official's conduct or attire, or
18 METRO's responses to the UNION official's presence, they will notify the PARTY's upper
19 leadership and they will take immediate action to address the concerns.

20 ***SECTION R1.5 – UNION INSIGNIA***

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

24 ***SECTION R1.6 – MANAGEMENT RIGHTS***

25 The management and direction of the workforce, including work assignments, the
26 determination of duties, the setting of performance standards, and the development of work rules to
27 ensure the quality and efficiency of its operations and safety of Employees and the public, shall be
28 vested exclusively in METRO, except as limited by the express language of this AGREEMENT and

1 by any practice mutually established by the PARTIES.

2 ***SECTION R1.7 – UNION BULLETIN BOARDS***

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

12 ***SECTION R1.8 – JOINT LEADERSHIP LABOR-MANAGEMENT RELATIONS***

13 ***COMMITTEE***

14 A. The PARTIES agree to maintain a committee to be known as the “Labor-
15 Management Relations Committee”, which may be a joint meeting with Bus Operating Divisions,
16 including Vehicle Maintenance and Transit Facilities. This committee shall be scheduled to meet
17 monthly for the purpose of discussing, approving, and/or proposing resolutions to:

- 18 1. Issues or problems of RAIL policy which affect the UNION and which
19 either PARTY requests be placed on the agenda.
20 2. Issues or problems of contract administration, other than formal grievances
21 which are being processed, unless mutually agreed by the PARTIES.
22 3. Reports from division level labor-management committees.
23 4. Other matters of mutual concern.

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

27 C. The PARTIES will also charter the following Joint Labor-Management Relations
28 Committees:

- 1 1. LLR Operations.
- 2 2. Streetcar Operations.
- 3 3. Other Joint Labor-Management Relations Committees on an as-needed
- 4 basis by mutual agreement.

5 **SECTION R1.9 – JOINT SAFETY AND HEALTH COMMITTEE**

6 The Joint Safety and Health Committee, which may be a joint meeting with Bus Operating
7 Divisions, including Vehicle Maintenance and Transit Facilities, shall meet once a month or more
8 frequently when requested by either the UNION or METRO. The committee shall consist of three
9 members appointed by METRO and three members appointed by the UNION. Duties of the
10 committee shall be restricted to discussing safety goals and making recommendations to help
11 METRO improve safety standards for all RAIL job classifications.

12 METRO and the UNION are committed to providing a safe workplace and wishes to increase
13 communication about safety concerns to Employees through their UNION. The commitment will
14 foster a voluntary, cooperative, safe environment for the reporting of employee safety concerns. This
15 information will be used to create recommendations to solve safety issues in a reasonably timely
16 manner. METRO and the UNION shall convene a special work group to assess the UNION's
17 concerns about METRO's compliance with safety laws and regulations, when a need is established
18 by mutual agreement. The special work group shall consist of two members appointed by METRO
19 and two members appointed by the UNION. The work group shall: 1) review METRO's compliance
20 with safety laws and regulations; 2) make recommendations, as appropriate, for changing workplace
21 processes and procedures; 3) assess what training may be required by law; 4) assess whether
22 METRO's staff is conducting sufficient investigations into workplace accidents and assess what
23 training may be required relating to investigations; and 5) make recommendations about how to
24 enforce safety rules in the workplace.

25 The committee shall work on the following issues:

- 26 1. The PARTIES shall include health as a focus of the committee.
- 27 2. The committee may enlist the help of subject matter experts from time to time.

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1 3. The committee shall keep minutes, using a spreadsheet of items that it is
2 addressing, and addressing urgent issues on an expedited basis.

3 4. Recommendations of the committee shall be shared in writing with both METRO’s
4 and the UNION’s leaderships for action, pursuing solutions, and elevating issues. Committee
5 recommendations will be provided in writing to the Managing Director of Safety, Security & Quality
6 Assurance and/or Metro Chief of Staff for consideration of implementation.

7 5. METRO and the UNION will work to clarify the role of the various committees
8 and huddles so that Employees understand the roles of these committees and the appropriate forums
9 for raising safety issues.

10 6. Any recommendations that lead to changes to this AGREEMENT must be
11 negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and the
12 Office of Labor Relations pursuant to Article 27, Section 1.

13 ***SECTION R1.10 – LLR AND STREETCAR JOINT SCHEDULING COMMITTEES*** A

14 LLR Joint Scheduling Committee and a Streetcar Joint Scheduling Committee shall meet once per
15 service change. Each committee shall consist of up to three members appointed by METRO and up to
16 three members appointed by the UNION. Duties of the committees shall be restricted to discussing
17 scheduling goals and documented concerns about schedules. The committee shall make
18 recommendations to help METRO improve planning for the next practicable service change. If the
19 committee believes there is not enough time at the end of the line to use the restroom based upon
20 documented concerns, METRO shall measure actual walk time to and from the restroom. If it is
21 proven the schedule is deficient, the committee shall discuss feasibility around schedule adjustments
22 to reflect required restroom travel and layover time. The committee will make recommendations for
23 these schedule adjustments to METRO. Base-specific subcommittees with representatives from both
24 PARTIES shall be formed to discuss scheduling issues pertaining to a specific base. Any
25 recommendations that lead to changes to this AGREEMENT must be negotiated by the PARTIES
26 and agreed to by both the UNION Business Agent/designee and the Office of Labor Relations
27 pursuant to Article 27, Section 1.

28 ***SECTION R1.11 – ONGOING NEGOTIATIONS CONCERNING THE GROWTH OF***

1 ***STREETCAR AND LINK LIGHT RAIL***

2 A. During negotiations, the PARTIES discussed the growth of Streetcar operations in
3 Seattle.

4 1. The City of Seattle is currently planning a connection between the South
5 Lake Union Streetcar and the First Hill Streetcar, informally known as the Connector.

6 2. The PARTIES concluded that several areas of Exhibit D of the Collective
7 Bargaining Agreement (this AGREEMENT) should be revisited and possibly updated to account for
8 the growth of the Streetcar operations.

9 3. Upon the finalization of plans for the Connector, the PARTIES agree to
10 reopen the provisions of Exhibit D (this AGREEMENT) in order to evaluate whether the needs of the
11 UNION and RAIL are met, given the expansions of Streetcar operations in Seattle. A special
12 negotiations committee will be formed for the purpose of negotiating changes to the Collective
13 Bargaining Agreement to address this growth.

14 4. Additionally, the PARTIES shall reopen and negotiate in good faith any
15 changes that are needed in order to facilitate the opening of service on the Connector line.

16 B. During negotiations, the PARTIES discussed the growth of Link Light Rail
17 operations.

18 1. Sound Transit is currently planning the expansion of Link Light Rail.

19 2. The PARTIES concluded that several areas of Exhibit D of the Collective
20 Bargaining Agreement (this AGREEMENT) should be reopened to account for the growth of Link
21 operations.

22 3. Additionally, the PARTIES shall reopen and negotiate in good faith any
23 changes that are needed in order to facilitate the opening of service for future Link Light Rail
24 Extensions.

25 ***SECTION R1.12 – COMMITTEE SELECTIONS***

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

28 ***SECTION R1.13 – PRINTING OF THE AGREEMENT***

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

4 ***SECTION R1.14 – COMMITTEE TO ADDRESS EMPLOYEE FATIGUE***

5 1. While all Employees may experience fatigue on the job, METRO and the UNION
6 have identified a specific need to address issues of fatigue involving Operators and Supervisors who
7 work long shifts or large amounts of overtime.

8 2. It is in the interest of both PARTIES to ensure that Employees are not overworked,
9 maintain alertness, operate in a safe manner, maintain their personal health, and maintain
10 opportunities to earn extra income through overtime work.

11 3. This Committee which may be a joint meeting with Bus Operating Divisions,
12 including Vehicle Maintenance and Transit Facilities will be responsible for identifying its own
13 goals, timelines, and deliverables.

14 4. The Committee will have the power to commission studies about Employee
15 fatigue. METRO will provide resources for the Committee to conduct studies and the Committee
16 may hire a consultant, if appropriate. The consultant’s recommendations are not binding.

17 5. Although the goals, timelines and deliverables will be established by the
18 Committee itself, the Committee should concentrate on metrics in its evaluation of METRO’s work
19 rules, policies, contract language, and the needs of Employees.

20 6. The Committee shall develop recommendations to address Employee fatigue that
21 include, but are not limited to, changes to METRO’s policies and changes to the Collective
22 Bargaining Agreement. The Committee’s recommendations are not binding on METRO or the
23 UNION. Any recommendations that lead to changes to the Collective Bargaining Agreement must
24 be negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and the
25 Office of Labor Relations, pursuant to Article 27, Section 1.

26 7. The Committee should periodically check in with the leadership of METRO and
27 the UNION to provide updates on their progress and to ensure that they are staying on task. METRO
28 and the UNION may modify the role of the Committee upon mutual agreement.

SECTION R1.15 – EMPLOYEE DEVELOPMENT COMMITTEE

1. It is in the interest of both PARTIES and the communities they serve to ensure Employees are skilled, well trained, engaged, and prepared for professional growth opportunities. To accomplish this goal, METRO benefits from the diverse skill sets and life experiences of its Employees and offers a wide range of professional opportunities. The PARTIES recognize the value of and are committed to developing Employees in preparation for anticipated future demand for its services.

2. In recognition of the complexity of Employee development the PARTIES have cooperated to establish a standing Employee Development Committee under the following terms:

A. This Committee will consist of representatives from both PARTIES, with each PARTY selecting its own representatives. Subcommittees may be formed as needed to most effectively achieve the goals of the committee.

B. This Committee will meet monthly (or more often upon mutual agreement of its members).

C. This Committee may receive requests from any Labor-Management Relations Committee to focus its attention on specific topics. If no topics are received, the Committee may suggest its own topics of focus.

D. This Committee will have the power to review, evaluate, and make recommendations to improve METRO’s work rules, policies, procedures, contract language, and other practices related to employee development. The Committee’s recommendations shall be made to the Labor Management Relations Committee (referenced in Article R1.8 of this AGREEMENT and also known as the Joint Leadership Group) or referred to a collective bargaining process for consideration and are not binding. Any recommendations that lead to changes to this AGREEMENT must be negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and the Office of Labor Relations, pursuant to Article 27, Section 1.

E. This Committee will make a quarterly report of its actions to a meeting of the LMRC (referenced in Article R1.8). This report shall, at a minimum, include a summary of all meetings held, and an outline of progress made with regard to topics or tasks assigned by the LMRC.

1 F. METRO will provide Employees sufficient time to perform their duties as
2 Committee members. Instances of denied detail time should be reported to the LMRC (referenced in
3 Article R1.8).

4 G. Establishment of this Committee does not preclude individual LMRCs
5 from discussing or addressing issues relating to Employee development, as appropriate.

6 3. METRO and the UNION may modify the role and/or makeup of the Committee
7 upon mutual agreement.

8 **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

9 ***SECTION R2.1 – MERIT SYSTEM AND HIRING***

10 A. The PARTIES are committed to providing equal employment opportunity for all
11 new applicants for employment, as well as for present Employees. METRO shall recruit, select, and
12 promote Employees and/or individuals from the community workforce on the basis of their relative
13 knowledge, skills and abilities, and in accordance with METRO’s Equal Employment Opportunity
14 policy statement. Upon request, METRO will inform Employees of the knowledge, skills and
15 abilities that are the subject of interviews or role-plays for UNION positions.

16 B. Career Service and Term-Limited Temporary (TLT) Employees, as defined in
17 Article R26, who apply for a bargaining unit position and meet the minimum qualifications shall
18 proceed to the next step in the hiring process.

19 C. Employees are encouraged to apply for bargaining unit positions. They may apply
20 and compete with external candidates. Employees will receive an additional 5% on any passing test
21 scores. Employees who are advanced to the interview stage will receive an additional 5% added to
22 their interview scores. If an external and internal Employee candidate are equally qualified for a
23 bargaining unit position, hiring preference will go to the internal Employee candidate. If, after
24 minimum qualifications are evaluated in the recruitment process, there are only internal Employee
25 candidates remaining in the process, the 5% will not need to be added.

26 D. If an Employee requests a meeting for feedback within 90 days after a recruitment
27 process is complete, METRO will meet with the Employee to review the process and provide
28 feedback on how to improve as a candidate and/or offer resources to better prepare for future

1 requirements.

2 ***SECTION R2.2 – NONDISCRIMINATION***

3 The PARTIES are committed to maintaining a workplace that is free from discrimination. The
4 PARTIES shall not unlawfully discriminate against any individual Employees with respect to
5 compensation, terms, conditions or privileges of employment by reason of sex, race, color, national
6 origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by
7 minimum age and retirement provisions, status as a family caregiver, military status or status as a
8 veteran who was honorably discharged or who was discharged solely as a result of the person's sexual
9 orientation or gender identity or expression. The PARTIES pledge to comply with all applicable laws
10 and regulations which prohibit discrimination based on an Employee's protected class and/or require
11 reasonable accommodations for Employees with disabilities. Except as evidence regarding just cause,
12 allegations of unlawful discrimination shall not be a proper subject for the grievance procedure in
13 Article R5 of this AGREEMENT. There are alternative options where an Employee's complaint may
14 be filed, such as the COUNTY's Department of Human Resources, METRO's Equal Employment
15 Opportunity Office, U.S. Equal Employment Opportunity Commission, and/or the Washington
16 Human Rights Commission.

17 **ARTICLE R3: GENERAL CONDITIONS**

18 ***SECTION R3.1 – CUSTOMER COMPLAINTS***

19 The PARTIES agree that Employees have a fundamental obligation to treat the public that
20 they serve with courtesy and respect and to provide safe transport. RAIL and the UNION reaffirm
21 their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer
22 complaints. RAIL will not release Operator names to customers, or disclose names of customers to
23 Operators except as set forth in the Grievance Procedure, unless required by law.

24 ***SECTION R3.2 – TECHNOLOGICAL CHANGE***

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

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

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

6 ***SECTION R3.3 – LOST AND FOUND ITEMS***

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

9 ***SECTION R3.4 – PAYROLL DEDUCTIONS***

10 No payroll deduction shall be made, except those required by law or authorized by the
11 Employee. An Employee may directly deposit their entire paycheck to any financial institution
12 affiliated with the National Automated Clearing House Association (NACHA).

13 ***SECTION R3.5 – RESTROOMS AND FIRST AID FACILITIES***

14 **A.** On Routes: RAIL will arrange for access to adequate restrooms to be used by
15 Employees in Link Light Rail and Streetcar shall take all reasonable steps to ensure each restroom’s
16 sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to
17 each LINK terminal, and at least one terminal of the Streetcar line. Employees shall have sufficient
18 time to walk to and use the restroom. If Employees have concerns about the distance to or adequacy
19 or restroom facilities along a route, or concerns about schedules that they believe have insufficient
20 time at the end of the line to access and use a restroom, then Employees should submit a request for
21 action through the Comfort Station Coordinator and the Senior Schedule Planner.

22 **B.** At RAIL’s facilities: RAIL will provide sanitary and adequate toilet facilities, and
23 a first aid area and required equipment at all permanent work sites.

24 **C.** Issues regarding restrooms shall be placed as a permanent agenda item at all Joint
25 Safety and Health Committee meetings. The Committee shall review all requests submitted to the
26 Comfort Station Coordinator and action steps taken in response.

27 ***SECTION R3.6 – CONTRIBUTIONS AND SOLICITATIONS***

28 **A.** No Employee shall be compelled to contribute to any charitable, civic or other

1 public fund or collection. Such contributions shall be on a voluntary basis.

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

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

8 ***SECTION R3.7 – DEFECTIVE EQUIPMENT***

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

11 **B.** If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for
12 the Employee's reasonable attorney fees for litigating the fine. If an Employee receives a fine for
13 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees
14 for litigating the fine. This shall not apply where an Employee was aware of or should have been
15 aware of and failed to report the defective equipment and/or missing equipment for which the fine
16 was issued.

17 ***SECTION R3.8 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

18 No Employee shall be required to take a lie detector test or be subject to unlawful
19 surveillance. Random or indiscriminate surveillance will not be made by means of recording
20 equipment and/or telephones without advance consent from the President/Business Representative of
21 the UNION, unless such surveillance is for the security of the public and/or Employees or for the
22 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
23 disciplined for work conduct observed on a security surveillance system, except for conduct
24 constituting a major infraction as listed in Article R4, Section 3.

25 ***SECTION R3.9 – SERVICE LETTER***

26 Upon request, an Employee or former Employee will be provided a letter showing their term
27 of service and the position(s) in which they were employed.

28 ***SECTION R3.10 – SUBCONTRACTING***

1 A. RAIL’s choice to use METRO Employees to perform RAIL work does not
2 constrain RAIL from selecting outside contractors in other instances. However, prior to RAIL
3 contracting out work that has been normally and historically performed by Employees, the PARTIES
4 acknowledge that they must reach an agreement to do so. RAIL affirms the value of having
5 Employees performing regular ongoing work associated with King County’s role to operate and
6 maintain Link Light Rail.

7 B. Nothing in this AGREEMENT affects the rights and remedies that are available to
8 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
9 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this
10 AGREEMENT.

11 ***SECTION R3.11 – VENDING MACHINE PROCEEDS***

12 A. To the extent permitted by Sound Transit, METRO agrees to lease space for
13 vending machines in RAIL facilities to an organization which will in turn contract with the UNION
14 for payment of the historical and traditional 25% of the net proceeds it receives from these vending
15 machines directly to the UNION. The UNION will then forward those monies to the Puget Sound
16 Labor Agency or the Local 587 Retirees Chapter for social, recreational and charitable purposes.

17 B. METRO will not terminate its contract with the vending organization and/or its
18 successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.

19 ***SECTION R3.12 – PROBATIONARY PERIOD***

20 A. Each RAIL Employee newly hired into the Rail Division or hired into a new job
21 classification with Rail Division, shall have a probationary period commencing with their date of
22 employment in their new career service position. LLR Operators and Streetcar Operators, including
23 Reserve Operators, shall have a probation period commencing on the date of Rail card issuance.
24 Upon satisfactory completion of probation, the Employee will enjoy all rights of regular Employee
25 career service status. The probationary period for Temporary Employees is covered in Article 26. An
26 Employee who came from a Bus position to RAIL and who fails probation for any reason, other than
27 committing a major infraction, will be returned to their Bus position if their Bus position is available.
28 Any other Employee who fails probation will be terminated from METRO.

1 **B.** All RAIL classifications shall have a six-month probationary period. However,
2 Rail Supervisors shall have a twelve-month probationary period.

3 ***SECTION R3.13 – SPECIAL DUTY ASSIGNMENTS***

4 **A.** Definitions:

5 1. Special Duty Assignment – When an Employee in a Base Position is
6 temporarily assigned in writing to a classification, and the duties comprise the majority of the work
7 performed for a minimum of 30 calendar days. Term-Limited Temporary (TLT) Employees are not
8 eligible for Special Duty Assignments.

9 2. Base Position – The Employee’s underlying position where they hold
10 seniority, while on Special Duty Assignment.

11 3. Bargaining Unit Position – The bargaining unit position that represents the
12 Employee’s regular Base Position.

13 4. Special Duty Bargaining Unit Position – The bargaining unit that represents
14 the special duty position or body of work, outside the bargaining unit.

15 5. Detail Assignment – When a UNION member is chosen to perform work by
16 the UNION and work is paid for by the UNION. A UNION detail will be in accordance with Article
17 R10, Section 3.

18 6. Working out of classification/upgrade – When an Employee in a Base
19 Position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive
20 calendar days. Employees working out of classification may not be required to perform all the
21 responsibilities of the higher-level classification.

22 7. Temporary Assignment – Work assigned by METRO that is temporary in
23 nature and necessary to fill an immediate organizational and/or safety issue.

24 **B.** The PARTIES recognize the value provided to Employees by having Special Duty
25 and working out of classification opportunities available. The PARTIES also agree that Special Duty
26 Assignment and working out of classification opportunities should balance the desire of Employees
27 to prepare for promotional opportunities with the need to have an Employee accumulate experience
28 in a position in order to be effective in that position.

1 C. Where a vacancy occurs in any position within in the bargaining unit, which is to
2 be filled by a Special Duty Assignment, Employees of METRO who are capable and desirous of
3 doing the work shall be given first consideration before any outside help is employed. Such special
4 duty assignment shall be posted and filled in accordance with METRO’s Merit System per Article
5 R2, Section 1. Among Employees seeking any such position, seniority shall be considered in filling
6 the position.

7 D. Notice shall be posted for Employees to see at least 10 days prior to filling the
8 special duty assignment. In the interim, METRO may fill the work consistent with this
9 AGREEMENT, until the Employee is selected from the posting process. The terms for Special Duty
10 Assignments are as follows:

11 1. 30 calendar days to Twelve Months – Shall be approved by METRO to
12 provide additional staffing:

13 a. Due to work that exceeds either the volume and/or complexity of
14 what is routine, and is for limited duration;

15 b. Due to unforeseen work caused by unique circumstances, which are
16 not expected to reoccur; or

17 c. Needed to either develop and/or implement a new function, system
18 or proposal.

19 d. To backfill for a vacant Career Service position, however, may
20 exceed twelve months if posting and recruitment process prolongs the timeline requirement for
21 mutual agreement by the PARTIES.

22 e. To backfill for a vacant position because an Employee is absent due
23 to a Special Duty Assignment, leave of absence, or military duty.

24 f. Special Duty Assignments originally set as one-year assignments
25 that exceed twelve months must be reposted. Under special circumstances and mutually agreed
26 between the UNION and METRO an extension will be allowed.

27 2. Up to Two Years – Shall be approved by the Director of Human Resources
28 or designee to perform a significant or substantial body of work such as a non-routine project or

1 related to the initiation or cessation of a County function, project or department.

2 **E.** Any Employee who is on a Special Duty Assignment for at least 6 months shall be
3 required to spend at least 90 days in their Base Position before returning to the same Special Duty
4 Assignment. If an Employee is foreseen to be on Special Duty Assignment, they will be marked as a
5 no-pick in their Base Position for the duration of the assignment until they have returned to their Base
6 Position.

7 **F.** For all Special Duty Assignments, RAIL will notify the UNION of the start date,
8 projected length of the assignment and any changes made to the Special Duty Assignment.

9 **G.** Compensation, hours of work, and applicable contractual working conditions shall
10 be consistent with the Special Duty bargaining unit's collective bargaining agreement (or Personnel
11 Guidelines, if a non-represented Special Duty assignment) from the time the Employee is placed in
12 the assignment until the time the Employee returns to their bargaining unit position. Contractual
13 provisions relating to the base bargaining unit's position (i.e. reduction in force and seniority) shall
14 continue to apply during the Special Duty Assignment.

15 **H.** An Employee on Special Duty Assignment that has a higher top step rate of pay
16 will be placed at the first step of the Special Duty classification pay range or paid a flat 5% above the
17 Employee's bargaining unit position rate of pay, whichever is higher. Shift differentials will not be
18 included when calculating Special Duty pay rate. An Employee who accepts a Special Duty
19 Assignment to a lateral position, or a lower paid position, shall receive their current rate of pay for
20 the assignment, however it shall not exceed the top step of the SDA classification.

21 **I.** Special Duty pay shall not be considered part of an Employee's bargaining unit
22 position pay rate for purposes of pay rate determination as a result of promotion or reclassification,
23 cash-out of vacation or sick leave, or vacation or sick leave donations.

24 **J.** Paid leave taken while on a Special Duty Assignment shall be at the Employee's
25 Special Duty pay rate. If the Special Duty Assignment is FLSA non-exempt, the Employee's Special
26 Duty pay will be used for the computation of overtime and AC time.

27 **K.** An Employee on Special Duty Assignment will continue to advance through the
28 pay steps of their Base Position pay range while on Special Duty pursuant to the step increase

1 schedule of the Base Position pay rules. If the Employee is at the top step in their Base Position pay
2 range, the Employee will advance to the next step of the special duty classification pursuant to the
3 step increase schedule of the Special Duty classification pay rules. If an Employee who served in the
4 Special Duty Assignment is hired into the position, the Employee shall be credited pay steps for time
5 served on the Special Duty Assignment. When the Special Duty Assignment is completed, the
6 Employee's pay shall revert to the Base Position pay rate the Employee would have received if the
7 Employee had not been on a Special Duty Assignment.

8 L. If the Special Duty position is converted to a Career Service position, and the
9 Employee who served in the Special Duty Assignment is hired into the Career Service position, the
10 Employee shall receive credit towards their probationary period for time served in the Special Duty
11 Assignment. If the time served in the Special Duty position was longer than the required
12 probationary period for that position, an Employee who has 90 calendar days or more of continuous
13 employment in the classification at the time of selection, the probationary period shall be reduced by
14 90 calendar days.

15 M. An Employee' Special Duty Assignment will end when METRO becomes aware
16 that the Employee working the Special Duty Assignment will be absent exceeding 30 consecutive
17 calendar days or at the conclusion of a 30 calendar day absence, whichever occurs first.

18 ***SECTION R3.14 – WORKING OUT OF CLASSIFICATION/UPGRADE***

19 A. Working out of classification/upgrade occurs when a supervisor assigns a regular
20 Employee to temporarily perform the duties of a higher paid classification for less than 30
21 consecutive calendar days. Employees working out classification/upgraded may not be required to
22 perform all the responsibilities of the higher-level classification.

23 B. All assigned work performed in a higher paid classification as working out of
24 classification or upgrade will be paid a working out of classification pay premium for a minimum of
25 two hours. When an Employee is assigned such work for more than two hours up to and including
26 four hours, they will be paid a working out of classification pay premium for four hours. When an
27 Employee is assigned such work for more than four hours, they will be paid a working out of
28 classification pay premium for eight hours and will be paid at the overtime rate for such

1 classification, if applicable, for time in excess of eight hours.

2 C. While working out of classification, the Employee will receive 5% working out of
3 classification pay premium, however the increase may not exceed the top step of the position. Shift
4 differentials will not be included when calculating 5% working out of classification pay premium.
5 Any overtime earned while working out of classification will include the 5% premium. Paid leave
6 (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the
7 Employee's classification base rate of pay (without the 5% working out of classification pay
8 premium).

9 D. This provision applies in situations where a working out of classification
10 assignment exceeds 29 consecutive calendar days. The assignment will be converted prospectively to
11 a Special Duty Assignment and must be posted for all bargaining unit Employees, pursuant to Article
12 R3.13.D.

13 E. If an Employee is temporarily assigned work in a lower paid classification, such
14 Employee shall not suffer any reduction in wages.

15 F. While temporarily working out of classification, this AGREEMENT shall continue
16 to apply with the exception of specific work rules associated with the out-of-classification bargaining
17 unit.

18 ***SECTION R3.15 –LEAVE DONATION***

19 A. **No Solicitation.** All donations made under this Agreement are strictly voluntary.
20 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation
21 or benefits in exchange for leave hours.

22 B. **Approval for Donations.** Donations require written approval from the
23 comprehensive leave eligible donating and receiving Employees' directors. If approved, the donated
24 leave will be available the next full pay period after notification of the donation is received by Payroll
25 from the Department of Human Resources (DHR).

26 C. **No Cash Out of Donated Leave.** Donated leave hours are excluded from all
27 payouts and restorations.

28 D. **No accruals on donated leave.** Accrued leave will not accrue on donated leave as

1 it is used.

2 **E. Eligibility to donate, receive and use Comprehensive Leave Eligible**

3 **Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated**
4 **leave hours.**

5 **1.** The receiving Employee must have exhausted all paid leave accruals (e.g.,
6 vacation leave, sick leave, AC time) to use donated leave.

7 **2.** The receiving Employee can only use donated leave for KCFML and FMLA
8 qualifying reasons.

9 **3.** The leave for which the Employee is requesting donations must be for a
10 prolonged absence. A prolonged absence is considered to be 3 or more consecutive workdays. An
11 Employee may use donated leave intermittently after the Employee's prolonged absence if the
12 conditions in 1 and 2 above are met.

13 **4. Vacation leave hours.** Except as provided under Section R3.15.H.2, the
14 amount of donated vacation time cannot exceed the donating Employee's leave accrual balance at the
15 time of donation.

16 **5. Sick leave hours.** An Employee is limited to donating a total of 25 hours
17 of accrued sick leave per calendar year, provided the donating Employee's leave balance will be 100
18 hours or more following the donation.

19 **F. Calculation of Donated Leave.** All donated leave hours shall be converted to a
20 dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value
21 will then be divided by the receiving Employee's straight time hourly rate to determine the actual
22 number of hours received and placed in the receiving Employee's donated leave bank.

23 **G. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**
24 **Employee Donations.**

25 **1.** A comprehensive leave eligible Employee may donate a portion of their
26 accrued leave hours, as provided under Subsections R3.15.E.4 and R3.15.E.5 above, to another
27 comprehensive leave eligible Employee.

28 **2.** Donation limits, as provided under Subsections R3.15.E.4 and R3.15.E.5.

1 above, are exclusive of donations to the Emergency Medical Leave Fund under R3.15.H.

2 **3. No Reversion of Donated Leave.** Donated leave hours remain with the
3 recipient and do not revert to the donor.

4 **H. Comprehensive Leave Eligible Employee donations to an Emergency Medical**
5 **Leave Fund – Pilot Program.**

6 1. The County will create a pilot program, whereby a comprehensive leave
7 eligible Employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave)
8 to an “Emergency Medical Leave Fund” (Fund) that is managed by DHR. At the County’s
9 discretion, the pilot program can either be continued as a regular program or discontinued upon 30-
10 day written notice to the Union.

11 **2. Donation of Vacation hours.** An Employee is limited to donating 80 hours
12 of accrued vacation per calendar year to this Fund unless the Employee’s department director
13 approves a greater amount.

14 **3. Process and Conditions to receive hours from the Emergency Medical**
15 **Leave Fund.**

16 **A.** The comprehensive leave eligible Employee must submit a request
17 to DHR for hours.

18 **B.** The maximum donation an Employee can receive up to 80 hours per
19 calendar year based on the Employee’s normally scheduled hours during the biweekly pay period
20 (e.g., 80, 74, or 70 hours), or 80 hours for Employees on the semi-monthly payroll period who are
21 normally scheduled for 40 hour workweeks, prorated for part-time Employees.

22 **C.** Hours will be distributed on a first come first serve basis and only
23 awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a
24 no-pay status).

25 **D.** Given there is only a finite number of dollars in the Emergency
26 Medical Leave Fund, there is no guarantee that hours will be awarded.

27 **4. No reversion of donated leave.** Donated hours not used by the donee
28 within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund

1 and do not revert to the donor.

2 **I. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

3 The executive may implement a process providing the opportunity for comprehensive leave eligible
4 Employees to convert accrued vacation or AC time hours, or both, into a cash donation. This process
5 must conform to KCC 3.12.222, as amended.

6 ***SECTION R3.16 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR***

7 **A.** The PARTIES agree that because of the small size of the Streetcar operation, there
8 shall be variations from the usual, customary and historic work jurisdiction rules and practices that
9 have been established in the Bus AGREEMENT. RAIL shall generally respect the classification
10 boundaries that are established in the classification specifications for Streetcar jobs; however it is
11 agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be
12 expected to perform work for which they have not been adequately trained or which is unsafe.

13 **B.** If the UNION believes that cross-classification work has exceeded an incidental
14 amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the
15 UNION’s concerns over staffing levels and work assignments. Following growth of the Streetcar
16 operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the
17 larger, more established workforce.

18 ***SECTION R3.17 – NEGOTIATED MEAL AND REST PERIODS***

19 The PARTIES agree to continue the long standing agreement to specifically supersede in total
20 the State provisions regarding meal and rest periods for Employees. LLR Operators, LLR
21 Supervisors, Streetcar Operators, O&M Supervisors, and Rail Signal and Communications
22 Technicians do not receive a designated meal period. Additionally, Employees in these job
23 classifications will be entitled to meal and rest periods only as described in this AGREEMENT, and
24 not those provided by state law. Meal and rest periods for other Employees covered by this
25 AGREEMENT have also been negotiated in ways that supersede State provisions in whole, or in part.

26 ***SECTION R3.18 – EMPLOYEE RECOGNITION***

27 In addition to continuing existing programs to recognize outstanding performance, the
28 PARTIES agree to establish a program to offer recognition to work teams or individuals whose

1 efforts improve the delivery of METRO services to county residents and/or achieve cost savings
2 while maintaining or bettering the present quality of service delivery.

3 The PARTIES will establish administrative guidelines for the program. The program will
4 establish both monetary and non-monetary awards to teams or individuals:

5 A. That demonstrate measurable improvements in one or more of the following areas:

- 6 1. Improved operating methods or procedures, resulting in increased
7 productivity;
- 8 2. Improved customer or Employee satisfaction;
- 9 3. Improved cycle time or efficiency;
- 10 4. Decreased costs;
- 11 5. Conservation of resources; or
- 12 6. Reduction in Employee injuries and accidents.

13 The administrative guidelines established by the committee shall identify other means by
14 which Employees may nominate work teams and individual Employees for evaluation and awards.
15 Authority, if any, to grant monetary and non-monetary awards is based on King County Code.

16 **ARTICLE R4: DISCIPLINE**

17 ***SECTION R4.1 – GENERAL***

18 A. The PARTIES believe in the notion of positive intent, with all Employees striving
19 to perform at their personal best. RAIL and the UNION endeavor to create a work environment that
20 is both Employee and service oriented. To best accomplish this goal, the PARTIES acknowledge that
21 there are positive approaches to correct Employee job performance (e.g. coaching, counseling,
22 training, etc.) that serve as an alternative approach to discipline.

23 The PARTIES agree discipline is subject to just cause and that the intent of discipline is
24 corrective, rather than punitive, in nature.

25 The PARTIES acknowledge there are egregious actions and behaviors (e.g. workplace
26 violence, theft, etc.) that may require immediate formal disciplinary action, up to and including
27 termination. The PARTIES agree to consider any mitigating factors when issuing discipline (e.g.
28 self-defense, harassment, threats, external elements, etc.).

1 **B.** The intent of this Article is to provide Employees the opportunity to take
2 responsibility for performance and attendance issues while maintaining positive, two-way
3 communication with RAIL. METRO shall not discipline Employees based on anonymous or
4 unsubstantiated complaints.

5 **C.** Upon request, all Employees are entitled to UNION representation during any
6 discipline investigations or meetings. Employees will be permitted to review their disciplinary record
7 or attendance record upon advance notice to their Chief/Superintendent.

8 **D.** Coaching/Counseling with Employees should be considered opportunities to help
9 Employees be successful. These conversations are not considered discipline and cannot be grieved.
10 If a memorandum of counseling has been placed in the Employee’s personnel file, a copy will be
11 provided to the Employee. If the Employee disagrees with the counseling, they may provide a
12 written rebuttal to their Chief, which will be added to the Employee’s personnel file.

13 **E.** An Employee called as a witness by RAIL, during an investigation or hearing,
14 shall receive regular compensation as set forth in Article R10, Section 10.

15 **F.** The RAIL Division Director, or designee, is responsible for identifying the
16 procedures governing RAIL Operations. These processes will be defined in the issuance, control and
17 modification of Directives, Rules, Standard Operating Procedures (SOPs), Standard Maintenance
18 Procedures (SMPs), Notices, Special Instructions and Train Orders.

19 **G.** *The Rulebooks*, the official handbooks of the RAIL Division will specify the rules,
20 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.
21 If it is necessary to revise or change either or both of the *The Rulebooks*, the revisions or changes will
22 be discussed with the UNION before implementation. *The Rulebooks* will be available at RAIL
23 bases.

24 **H.** A UNION-represented Employee will not issue discipline to another UNION-
25 represented Employee.

26 ***SECTION R4.2 – METHOD OF NOTIFICATION***

27 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
28 with an Employee, they shall notify the Employee in writing of the purpose and time limitation for

1 having the meeting. RAIL will take the Employee's work schedule into account when making the
2 request. Any Employee required to meet with their immediate supervisor shall be paid for all time
3 spent with the immediate supervisor.

4 A. RAIL shall notify an Employee in writing, with a copy to the UNION, of any
5 proposal to suspend or discharge the Employee (commonly called a *Loudermill* letter). The
6 Employee shall sign the proposal to suspend or discharge to acknowledge receipt of the same. RAIL
7 shall also issue in writing, to the Employee, with a copy to the UNION, the final decision to issue the
8 proposed suspension or discharge.

9 B. During an investigation, at the discretion of RAIL, an Employee may be placed on
10 Paid Administrative Leave (PAL).

11 **SECTION R4.3 –INFRACTIONS**

12 When an Employee's behavior rises to the level of an infraction, RAIL shall categorize the
13 infraction as a minor, serious, or major infraction. The level of infraction shall serve as a basis for
14 evaluating the appropriate level of progressive discipline under the principles of just cause.
15 Employee infractions shall be categorized for the purpose of ensuring that METRO issues fair,
16 consistent, and unbiased levels of discipline, and so that discipline can be corrective, rather than
17 punitive, where appropriate.

18 **A. MINOR INFRACTIONS**

19 Minor infractions are violations of work rules or behavioral issues where coaching/counseling
20 normally can correct the behavior and formal discipline may not be necessary. When formal
21 progressive disciplinary actions are issued for minor infractions, they will be in writing and signed by
22 the Employee. Discipline should be issued in a respectful, positive manner, allowing the Employee
23 the opportunity to take responsibility and make the necessary changes for them to succeed. Minor
24 infractions will not count against an Employee for promotional opportunities. Repeated violations of
25 work rules and/or behavioral rules considered to be minor infractions will be subject to progressive
26 discipline under the just cause standard.

27 **B. SERIOUS INFRACTIONS**

28 **1.** RAIL may determine that a performance or behavioral problem is

1 sufficiently serious in nature to lead to an unpaid suspension, subject to the principles of just cause,
2 and are issued for the purpose of correcting the Employee's behavior.

3 **2.** Additionally, in recognition of the stringent industry requirements, RAIL
4 may determine that an infraction is misconduct, negligence, or a serious performance problem),
5 which warrants discipline under the just cause standard. Discipline in this category will result in
6 suspension, as described below, with subsequent violations resulting in additional suspensions of
7 greater length, return to a prior Bus-side position, or termination from METRO.

8 **a.** The following will be considered examples of serious infractions –
9 negligence and will result in a one-day suspension, except as noted, for the first violation. Additional
10 violation(s) in a one-year period will result in further discipline up to and including termination from
11 RAIL with return to the Employee's Bus position or termination from METRO based on the just
12 cause standard.

13 **1.** Signal violation*

14 **2.** Switch violation*

15 * The first one-day suspension in any twelve month period for either a signal or switch violation will
16 be held in abeyance for one year. If no further serious infraction occurs in the twelve month period,
17 the suspension will be converted to a written reprimand and all reference to the one-day suspension
18 will be expunged from the Employee's personnel file. Signal and switch violations related to the
19 same move may be considered a single infraction.

20 **3.** Opening the door on the wrong side of the vehicle.

21 **4.** Opening the door away from a platform without
22 authorization.

23 **5.** Reverse running a train on the mainline without Controller
24 authorization.

25 **6.** Violation of the conditions of a work zone, walking
26 inspection, slow zone.

27 **7.** Train wayside error resulting in a conflicting move.

28 **8.** Backing a train on the mainline without Controller

1 authorization and a flagger.

2 9. Violation of a Train Order or Special Instruction.

3 10. Violations of any operating rule which requires notification
4 to and permission from Controller prior to proceeding.

5 11. Operating in excess of the authorized speed.

6 12. Failure to check under and around a train prior to
7 movement.

8 13. Moving an LRV or streetcar protected by blue flags/tags.

9 14. Unauthorized bypass of a station by an in-service train.

10 b. In recognition of the stringent industry requirements, for the purpose
11 of evaluating an Employee's eligibility for promotion, a first one-day suspension in the following
12 categories will be treated by King County as a written reprimand: opening the door on the wrong
13 side of the vehicle, opening the door away from a platform without authorization and train wayside
14 error resulting in a conflicting move. A one-day suspension notice under this paragraph shall contain
15 this discipline equivalency disclaimer.

16 c. A RAIL Employee discharged for a serious infraction will be
17 returned to their former Bus classification on an assignment mutually agreed by the PARTIES. All
18 RAIL infractions shall remain on such Employee's permanent METRO record.

19 **C. MAJOR INFRACTIONS**

20 It is understood that there may be egregious cases that may result in discharge, unpaid
21 suspensions, or other disciplinary actions, that do not require corrective action. Examples of major
22 infractions include, but are not limited to: Acts of violence, violations of drug, alcohol or weapons
23 policy, theft and harassment based on legally protected status. Major infractions will not result in
24 discharge unless RAIL determines the circumstances are so irredeemable that discharge is
25 appropriate.

26 **D. ACCIDENTS**

27 Discipline for accidents will be issued according to the rules, procedures, and review process
28 contained in the Transit Safety Preventable Accident Review System and Accident Preventability

1 Determination procedure. Any additional work rules or behavioral issues in conjunction with an
2 accident may result in coaching/counseling if the accident is deemed non-preventable, unless the
3 conduct rises to the level of a major infraction. In situations where there has been a preventable
4 accident as well as a separate infraction, an Employee will not be subject to double jeopardy
5 (receiving accident points and being additionally disciplined for the same infraction).

6 ***SECTION R4.4 – TYPES OF DISCIPLINE***

7 **A.** Types of discipline shall include oral reminders, written reminders, disciplinary
8 probation, demotion, suspension and discharge.

9 **B.** To determine the appropriate level of discipline using the just cause standard, the
10 seriousness of the infraction should be considered as well as other factors, including, but not limited
11 to: Liability, injury, threat and response, the Employee's state of mind, the Employee's record,
12 repeated behavior, the Employee's tenure, etc. Factors may also include the Employee's training
13 record, whether the actions of others contributed to the event, and whether the Employee's actions
14 were willful.

15 **C.** Oral and written reminders will be given to the Employee by their immediate
16 supervisor for infractions. For an oral reminder, the immediate supervisor will file a memo (copy) in
17 the Employee's service record covering the contents and cause for the reminder within a reasonable
18 time after the infraction. The Employee shall sign the memo to acknowledge receipt of the oral
19 reminder. For written reminders, an explanation will be given to the Employee in writing, with a
20 copy filed in the Employee's service record within a reasonable time after the infraction. The
21 Employee shall sign the written reminder to acknowledge receipt of same.

22 **D.** Explanation of the suspension of any Employee by RAIL shall be given to the
23 Employee in writing.

24 **E.** Whenever RAIL discharges an Employee, explanation of the discharge will be
25 given to the Employee in writing.

26 ***SECTION R4.5 – DECISION MAKING LEAVE***

27 The UNION or the Employee may request, or METRO may offer, decision-making leave. At
28 RAIL's discretion, they may grant the requested one-day of paid decision-making leave, when RAIL

1 agrees the Employee is at a critical juncture in their career, where they may be facing significant
2 discipline, such as termination from employment. The purpose of this leave is to provide an
3 Employee with the opportunity to consider their conduct in the workplace, to understand that they are
4 facing significant discipline, and consider their ongoing employment at RAIL. Decision-making
5 leave will typically be offered after RAIL has completed an investigation and has proposed
6 discipline.

7 During the one (1) day of decision-making leave, the Employee must create a plan for
8 avoiding further misconduct or discipline. Upon return from leave the Employee will be required to
9 discuss that plan with their supervisor. As a result of this discussion, RAIL may determine not to
10 impose its proposed discipline.

11 Decision-making leave will typically be offered to an Employee only once in their career,
12 with exceptions as appropriate. An Employee may reject the opportunity to take decision-making
13 leave.

14 ***SECTION R4.6 – REMOVING LOW LEVEL DISCIPLINE***

15 A minor infraction which is one year old shall be crossed off the Employee's record. Future
16 disciplinary action will be based on the number of infractions that remain. For example, if an
17 Employee commits a minor infraction on January 4th of a year, that infraction shall be crossed off on
18 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
19 days, the total time on leave will be added to the one-year period that must elapse before a minor
20 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
21 maintained.

22 ***SECTION R4.7 – PROBATION AND RAIL CARDS***

23 A. Except as noted below for former Bus Employees, probationary Employees who
24 are not satisfactory, in the judgement of RAIL, will be discharged from METRO. A RAIL Employee
25 who has come from Bus and who is not satisfactory, in the judgement of RAIL, shall be returned to
26 their former Bus position if their Bus position is available. Operators will be returned to their last
27 picked base per Article 15, Section 5 and Article 16, Section 5 of the Bus AGREEMENT. The
28 Employee will not be off work without pay for more than five weekdays. Any RAIL infractions will

1 remain on their METRO record. This Paragraph does not apply to a RAIL Employee who is
2 discharged for committing a major infraction.

3 **B.** A RAIL Operator who comes from Bus and is required to have a Rail card, and
4 who fails to recertify their Rail Card will be removed from RAIL and returned to Bus. Unless
5 mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section
6 5, or Article 16, Section 5 of the Bus AGREEMENT. The Employee will not be off work without
7 pay for more than five weekdays.

8 **C.** Discharges and removals during the probationary period are not subject to the
9 grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon
10 request, have the right to a termination review. The termination review must be requested within 15
11 days of the notification of discharge. RAIL will schedule the termination review and respond to the
12 UNION, in writing, within a reasonable time.

13 ***SECTION R4.8 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE***

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

16 ***SECTION R4.9 – WRONGFULLY SUSPENDED, DEMOTED, OR DISCHARGED***

17 **A.** If, after review of a suspension, demotion, or discharge, it is mutually agreed that
18 an Employee who was suspended, demoted, or discharged was completely blameless of charges
19 regarding the offense, they shall be reinstated to their former position without loss of seniority and
20 will be paid wages lost as though they had not been suspended, demoted, or discharged. No entry
21 shall be made on the Employee’s record of such suspension, demotion, or discharge.

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

25 ***SECTION R4.10 – RETENTION OF EMPLOYMENT/LAST CHANCE AGREEMENTS***

26 Any last chance agreement or retention of employment agreement must be signed by the
27 Employee and the President/Business Representative/designee of the UNION and the Office of Labor
28 Relations.

1 **ARTICLE R5: GRIEVANCE AND ARBITRATION**

2 ***SECTION R5.1 – CUSTOMER COMPLAINTS***

3 When a grievance involves a customer complaint, RAIL will make an exception to its general
4 policy of non-disclosure of customer names upon request of the UNION. If the UNION requests
5 disclosure of the customer name and telephone number, the following procedure will apply:

6 A. RAIL facilitates contact between the complainant and UNION by contacting the
7 complainant and providing them with two options. The complainant may either: (a) consent to
8 disclosure of their name and telephone number to the UNION, or (b) agree to personally call the
9 UNION designee who has made the request.

10 B. If the complainant consents to disclosure of their name and telephone number to
11 the UNION, RAIL shall provide that information to the UNION. If the complainant agrees to call the
12 UNION, METRO shall provide the complainant with the UNION designee’s name and telephone
13 number. If RAIL reasonably determines that the complainant is vulnerable by reason of age,
14 disability, or some other reason, METRO shall provide to the UNION the name and telephone
15 number of the complainant’s parent or guardian.

16 C. If the complainant agrees to disclose their name and number to the UNION but not
17 to the grievant, RAIL shall provide the name and number to the UNION designee. The UNION
18 designee shall not disclose the complainant’s name or number to the grievant. When the UNION
19 designee makes inquiries to the complainant, they shall explain that the complainant’s name and
20 number will not be disclosed to the grievant.

21 ***SECTION R5.2– GRIEVANCE PROCEDURE***

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

27 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
28 specified in Article R8, Section 3, the time limit will be extended until 5:00 p.m. on the following

1 business day. Time limits defined in this Section may be extended by a written agreement between
2 the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit
3 all rights and claims to the grievance; and the grievance shall be considered resolved in the other
4 PARTY's favor; it being understood that such forfeiture does not decide the merits or establish a
5 precedent. This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the
6 response deadline, the UNION has the right to move the grievance to the next step.

7 C. Employees are encouraged to meet, whenever possible, with their chief or
8 supervisor/superintendent to discuss their claim that the contract has been violated prior to filing a
9 formal grievance. If an Employee initiates such a conversation, the deadline to file a grievance on
10 their claim shall be automatically extended by an additional 15 calendar days beyond the deadlines
11 specified in Step 1 of the grievance process. This additional extension will be documented by
12 METRO and provided to the Employee. The purpose of this extension is to allow the PARTIES the
13 necessary time to gather and share information, as needed, to facilitate a resolution without the need
14 to file a formal grievance. This process does not waive the UNION's right to file a grievance if no
15 resolution is reached.

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

21 E. As used in this Article, “/designee” refers to an individual who has been explicitly
22 identified by the appropriate Superintendent or Section Manager to handle the grievance in their
23 place.

24 F. If either PARTY wishes to raise a procedural concern about a grievance, it must do
25 so in the documentation or hearing in support or defense of the grievance. By doing so, this
26 procedural concern becomes a part of the record of the grievance. Claims of forfeiture are evaluated
27 under Paragraph B above.

28 **Step 1 – The Employee's Base:** Within 15 calendar days of the act or

1 knowledge of the act being grieved, the Employee shall present the written grievance to their
2 immediate Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is
3 unavailable, then to any Chief/Superintendent/designee. Thereafter, the Superintendent/designee
4 shall meet with the Employee and, unless UNION representation is waived in writing by the
5 Employee, a Shop Steward/UNION Officer within 15 calendar days after receipt of the grievance to
6 discuss the grievance. The meeting may be held at a later date by mutual agreement of the
7 PARTIES. METRO shall, within 15 calendar days after the meeting, notify the UNION in writing of
8 its decision via the mutually agreed upon electronic method. If the UNION Business
9 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within
10 15 calendar days of such notification. Such referral must be in writing and sent via the mutually
11 agreed upon electronic method.

12 **Step 2 – The Employee’s Section Manager:** The grievance shall be
13 presented to the Section Manager/designee. Thereafter, the Section Manager/designee shall meet
14 with the Employee and the UNION Business Representative/designee to review and discuss the
15 grievance within 15 calendar days after receipt of the Step 2 referral, unless a later date is mutually
16 agreed by the PARTIES. If a grievance involves discipline, the person who issued the discipline will
17 not conduct the meeting. METRO shall, within 15 calendar days following the meeting, notify the
18 UNION in writing of its decision via the mutually agreed upon electronic method. The UNION
19 Business Representative/designee may, within 15 calendar days from the notification, refer the
20 grievance to Step 3. Such referral must be in writing and sent via the mutually agreed upon
21 electronic method.

22 **Step 3 – Transit Labor Relations:** The grievance shall be presented to
23 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee
24 will meet with a committee consisting of a Transit Labor Relations designee, Section
25 Manager/designee and other appropriate METRO personnel for the purpose of resolving the
26 grievance. The meeting shall be held within 15 calendar days after receipt of the Step 3 referral,
27 unless a later date is mutually agreed by the PARTIES. METRO shall, within 15 calendar days from
28 the meeting, notify the UNION in writing of its decision via the mutually agreed upon electronic

1 method. If no agreement can be reached at Step 3, the UNION Business Representative/designee
2 may appeal to arbitration by notifying Transit Labor Relations in writing. Such referral must be in
3 writing and sent via the mutually agreed upon electronic method, within 60 calendar days after the
4 UNION receives the Step 3 decision.

5 **G.** If a grievance arises that involves an Employee's discharge, it shall be handled in
6 the following manner:

7 **Step 1 – The Employee's Section Manager:** Within 15 calendar days of the
8 act or knowledge of the act being grieved, the Employee/Union Representative shall present or send
9 via fax (fax send date will be the date stamp) the written grievance to their Section
10 Manager/designee, or if their Section Manager/designee is unavailable, then to any
11 Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged Employee may choose to
12 appeal their discharge to the King County Personnel Board. Such appeal will withdraw and void any
13 grievance filed through the UNION procedure. If the Employee chooses to be represented by the
14 UNION, they waive any right to appeal to the King County Personnel Board. The Employee's
15 immediate Section Manager/designee shall meet with the Employee and, unless UNION
16 representation is waived in writing by the Employee, the UNION Business Representative/designee
17 within 15 calendar days after receipt of the grievance to discuss the grievance. The meeting may be
18 held at a later date by mutual agreement of the PARTIES. METRO shall, within 15 calendar days
19 after the meeting, notify the UNION in writing of its decision via the mutually agreed upon electronic
20 method. Under no circumstances will METRO be relieved of the obligation to issue a written
21 decision and if the deadline has been missed, METRO must issue the decision within five calendar
22 days of being notified of the missed deadline. Failure to comply with the 15 day response deadline
23 shall result in an additional day of back pay to the Employee for each day that METRO's response is
24 late. This additional back pay shall be paid only in the event that an arbitrator returns the discharged
25 Employee to work. If after receiving METRO's response, the UNION Business
26 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within
27 15 calendar days of such notification. Such referral must be in writing and sent via the mutually
28 agreed upon electronic method.

1 **Step 2 – Transit Labor Relations:** The grievance shall be presented to
2 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee
3 will meet with a committee consisting of a Transit Labor Relations designee, Section
4 Manager/designee and other appropriate METRO personnel for the purpose of resolving the
5 grievance. The meeting shall be held within 30 calendar days after receipt of the Step 2 referral,
6 unless a later date is mutually agreed by the PARTIES. A written decision shall be sent to the
7 UNION within 15 calendar days after the meeting via the mutually agreed upon electronic method.
8 Under no circumstances will METRO be relieved of the obligation to issue a written decision and if
9 the deadline has been missed, METRO must issue the decision within five calendar days of being
10 notified of the missed deadline. Failure to comply with the 15 day response deadline shall result in
11 an additional day of back pay to the Employee for each day that METRO’s response is late. This
12 additional back pay shall be paid only in the event that an arbitrator returns the discharged Employee
13 to work. If after receiving METRO’s Step 2 response and no agreement can be reached at Step 2, the
14 UNION Business Representative/designee may appeal to arbitration by notifying Transit Labor
15 Relations in writing. Such referral must be in writing and sent via the mutually agreed upon
16 electronic method within 60 calendar days after the UNION receives the Step 2 decision.

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

22 ***SECTION R5.3 – ARBITRATION PROCEDURE***

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

28 **1.** The PARTIES shall mutually agree upon a list of eight impartial arbitrators

1 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list
2 referred in Article 5, Section 3, Paragraph A.1 of the Bus AGREEMENT.

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

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

12 **4.** If the PARTIES determine that an arbitrator is unacceptable or routinely
13 unavailable and should be removed from the list, that arbitrator shall issue any outstanding decisions,
14 but shall not be scheduled for more arbitrations.

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

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

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

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

27 **E.** The power and authority of the Arbitration Board 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 this AGREEMENT.

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

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

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

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

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

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

21 **J.** In proceedings involving customer complaints, where a complainant refuses to
22 disclose their name to, call, or cooperate with the UNION, and the complainant is unwilling to testify,
23 the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of
24 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the
25 admissibility of customer complaints shall not be binding upon another arbitrator in another
26 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was
27 unwilling to speak with the UNION and unwilling to testify. Nothing in this AGREEMENT restricts
28 a PARTY’s right to request that the arbitrator issue a subpoena compelling the attendance of a

1 complainant.

2 ***SECTION R5.4 – EXPEDITED ARBITRATION***

3 A. As an alternative to the arbitration procedure outlined in Section 3, the PARTIES
4 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
5 PARTY may request an expedited arbitration process. At the time of the request, the PARTY
6 requesting an expedited arbitration shall outline the process desired. The requested expedited
7 arbitration process may include, but is not limited to, some or all of the following characteristics as
8 agreed by both PARTIES:

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

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

- 19 1. The power and authority of the arbitrator shall be to hear and decide each
20 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
21 the AGREEMENT;
- 22 2. The arbitrator shall not have the authority to add to, subtract from, or
23 modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.
24 The arbitrator’s decision, including upholding, modifying, or setting aside any disciplinary action
25 and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and
26 shall be final and binding on all PARTIES.
- 27 3. The decision of the arbitrator shall be based solely on the evidence and
28 arguments presented by the PARTIES at the hearing.

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

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

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

6 C. If the PARTIES are unable to agree within 14 calendar days of notification on an
7 expedited arbitration procedure, the arbitration procedure in Section 3 shall be followed.

8 D. Any change to the mutually agreed upon electronic method of communication
9 must be mutually agreed to by the PARTIES in writing.

10 **ARTICLE R6: SENIORITY**

11 ***SECTION R6.1 – CALCULATING SENIORITY***

12 A. Seniority is based on date of hire or qualification in a classification, except as
13 otherwise provided herein. In the case of two or more Employees newly hired within the same job
14 classification on the same date, seniority order will be calculated by the order of their respective
15 application dates with RAIL during the current recruitment period, including hours and minutes.

16 B. If two or more Employees are promoted/transferred at the same time to the same
17 job classification, the date and time of current, continuous hire or qualification date, if applicable, in
18 any ATU position with King County Metro or its predecessor organizations will determine seniority.
19 New hires not currently employed in ATU positions at King County Metro will be placed after
20 current Employees. The entire new hire group will be placed at the bottom of the seniority list for the
21 classification. This also applies to Employees who start work in the new position on different days
22 due to different RDO combinations.

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

25 D. For the purpose of seniority, PTO, FTO, LLR Operator and Streetcar Operator
26 shall be considered separate classifications. All certified LLR Operators will have seniority based on
27 their respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have
28 seniority based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be

1 separate classification seniority for both Streetcar and LLR Operators established as follows:

2 1. Streetcar Operators will have classification seniority separate from other
3 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31,
4 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.

5 2. LLR Operators will have classification seniority separate from other
6 Operators based on FTO seniority. Anyone hired into the position of LLR Operator after October 31,
7 2012, shall have LLR Operator seniority based on date of hire as an LLR Operator.

8 E. Bus Supervisors and LLR Supervisors will have separate classification seniority,
9 within the respective section (Bus or LLR). LLR Supervisor seniority will be based on the most
10 recent date of hire as an LLR Supervisor or LLR Supervisor-in-Training.

11 F. Streetcar O&M Supervisors will have seniority separate from other Supervisors
12 and will have seniority based on date of hire as Streetcar O&M Supervisor.

13 G. Seniority in all other RAIL classifications shall be established by date of hire into
14 that RAIL classification, with ties broken per Paragraphs A and B.

15 H. An Employee who has promoted or transferred to a different classification, who
16 returns to a previous classification, shall be reinstated to the position in seniority order that they
17 previously held, except as provided in Section 2, Paragraph E.

18 I. An Employee who is medically separated through the interactive process with
19 Transit Disability Services (TDS), through a non-disciplinary medical separation and who returns to
20 their same classification within three years from the date of medical separation shall be reinstated to
21 the seniority that they previously held. An Employee who has had a non-disciplinary medical
22 separation and who returns to their same classification beyond three years from the date of separation
23 will have their seniority in the job classification start on the date of their rehire. The following
24 additional rules shall apply when rehiring Employees who have had non-disciplinary medical
25 separations (NDMSs):

26 1. Nothing in this AGREEMENT shall prohibit METRO from negotiating a
27 reinstatement agreement with the UNION for an Employee who has had an NDMS.

28 2. The UNION's Constitution and Bylaws shall determine Employee's

1 UNION seniority. METRO’s use of rehire or reinstatement terminology shall not be determinative in
2 decisions as to seniority.

3 3. A rehired Employee who had an NDMS and who returns to their same
4 classification within one year from date of separation shall have their pay step and vacation accrual
5 rate restored to the step or rate held at the time of separation. Pay step progression and vacation
6 accrual progression shall continue with the date of rehire, with “time-in-service” credit being given
7 for the time spent in the pay step or vacation accrual rate prior to separation. However, no “time-in-
8 service” credit shall be given during the period of separation itself.

9 4. The process for an Employee who has had an NDMS and who wishes to be
10 rehired in their former classification shall be to notify the Transit Disability Services (TDS) of the
11 County’s Reassignment Program of their medical release and renewed ability to work within the
12 timeframe they are eligible to do so.

13 5. The County retains all rights to determine whether a former Employee is
14 eligible for rehire.

15 J. Temporary Employees will be governed by the provisions of Article R26.

16 K. Classification seniority will determine the order of layoffs, except as provided
17 elsewhere in the AGREEMENT.

18 ***SECTION R6.2 – PROMOTION, TRANSFER, DEMOTION, AND LAYOFF***

19 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
20 or transferred to a position in King County outside of the UNION shall retain their classification
21 seniority for all purposes for one year from the date of promotion or transfer.

22 B. Any King County employee not represented by the UNION who previously has
23 attained permanent status in a UNION job classification, and who demotes, for any reason other than
24 layoff, back to such classification after one year will not be eligible for reinstatement of classification
25 seniority. In no case shall such a demotion displace any Employee. The UNION will be notified
26 before an Employee returns to a UNION represented position.

27 C. Any Employee who demotes for any reason other than layoff, will forfeit all rights
28 to the classification from which they were demoted.

1 **D.** An Employee who demotes to a previously held classification will be reinstated to
2 the position in classification seniority order which they had formerly held in the classification to
3 which they have been demoted.

4 **E.** An employee who returns to a UNION classification due to layoff after more than
5 one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be
6 given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such
7 Employee will be credited for actual days spent in any classification to which they return. If such
8 credit would give the Employee the same seniority date as other Employees, they shall be placed
9 below the other Employees in seniority order for that date.

10 ***SECTION R6.3 – TERM-LIMITED TEMPORARY (TLT) EMPLOYEES***

11 A Term-Limited Temporary (TLT) Employee who is separated from METRO and
12 rehired as a Career Service Employee within 60 calendar days into the same classification they left,
13 will have their seniority reinstated.

14 ***SECTION R6.4 – SENIORITY LISTS***

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

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

25 ***SECTION R6.5 – COMMITMENT TO RAIL***

26 **A.** Per the rules below, LLR or Streetcar Employees may return to Bus classifications.
27 Right of return will be by classification seniority. Returning Employees will be integrated into the
28 next Bus pick for their classification.

1 1. Annually, on a date established by METRO, LLR Operators or Streetcar
2 Operators may declare that they wish to return to FTO/PTO positions. No more than 5% of the
3 Employees in the LLR Operator classification or Streetcar Operator classification, respectively, will
4 be allowed to return to FTO/PTO positions at that time. Additional Employees may be allowed to
5 return to FTO/PTO positions at METRO's sole discretion. The annual opt-out language for Streetcar
6 Operator or LLR Operator in this paragraph is only available to Employees who have been in a
7 Streetcar or LLR Operator position for a full year. For Employees who spend time on the reserve list,
8 the year does not start until they are returned to Streetcar or LLR and start to work in those jobs.
9 LLR Operator Trainees may not return to FTO/PTO positions until the first annual opt-out period
10 after completion of training, probation and one full year in a LLR Operator position.

11 2. Employees opting back to their FTO/PTO classification on the Bus side
12 during this period will return to Bus with their full classification seniority that includes all their time
13 spent in Bus, LLR and Streetcar positions.

14 3. Employees who opt back to their FTO/PTO classification must have a valid
15 CDL if required for their position. Employees who have let their CDLs lapse will be retrained by
16 Bus; if the Employee fails to obtain a CDL, they may keep their position in RAIL. Employees
17 returning to their FTO/PTO classification will be provided the training needed on new equipment,
18 routes and/or rules.

19 4. FTOs/PTOs who have satisfactorily completed LLR or Streetcar training
20 and have left LLR or Streetcar in good standing and for non-disciplinary reasons may return to LLR
21 Operator or Streetcar Operator positions, respectively, at METRO's discretion. Returning LLR or
22 Streetcar Operators will be required to successfully complete recertification/retraining as required by
23 METRO. Returning FTOs/PTOs may not otherwise exercise their seniority to bump LLR or
24 Streetcar Operators from their positions and will have their seniority based on their most recent hire
25 date as an LLR or Streetcar Operator.

26 5. Annually, on a date established by METRO, LLR Supervisors may
27 announce their intentions to return to Bus Supervisor positions. No more than one LLR Supervisor
28 may return to Bus Supervisor classifications at that time. This option is available only to those LLR

1 Supervisors who were previously Bus Supervisors.

2 6. Bus Supervisors who have previously qualified as LLR Supervisors and left
3 in good standing may return to LLR Supervisor positions at METRO's discretion. Returning LLR
4 Supervisors will be required to successfully complete recertification/retraining as required by
5 METRO. Bus Supervisors may not otherwise exercise their seniority to bump LLR Supervisors from
6 their positions.

7 7. Electromechanics can return to their former classification at any time by
8 mutual agreement between the PARTIES.

9 8. Following RAIL training and probation, Facilities Employees who have
10 moved to Track and Signals positions may request to return to their Bus classification. Such
11 Employees will be returned if RAIL is willing to release the Employee and Bus is willing to accept
12 the Employee.

13 9. Annually, on a date established by METRO, Streetcar O&M Supervisors or
14 Electromechanics may declare that they wish to return to Bus positions. Each year, the number of
15 Streetcar O&M Supervisors or Electromechanics who shall be allowed to return to Bus positions
16 shall be limited to one of the Employees in the O&M Supervisor or Electromechanic classifications,
17 respectively with a minimum of one Employee for each classification. Additional Employees may be
18 allowed to return to Bus at METRO's sole discretion.

19 10. Any Employee who fails Streetcar training or Streetcar probation, or
20 returns to Bus or LLR in any manner other than through the annual system, shall not be permitted to
21 return to Streetcar for two years, except at METRO's discretion. Any Employee who fails LLR or
22 RSIT training, or LLR or RSIT probation, or returns to Bus or Streetcar in any manner other than
23 through the annual system shall not be permitted to return to LLR for two years, except at METRO's
24 discretion.

25 11. LLR and Streetcar Employees may return to their former classifications in
26 LLR or Streetcar if a vacancy exists. The timing of the Employee's return will be at METRO's
27 discretion to accommodate the need to recruit and train to backfill the vacancy now created by the
28 returning Employee.

1 **B.** Any Employee who fails LLR or Streetcar training, probation or recertification, for
2 any reason other than a major infraction, will be returned to their previous Bus or RAIL classification
3 as described above in this Section. Bus side Employees who enter the RAIL training program, and
4 either fail the training program or fail the established probation period, will not lose their seniority if
5 they are returned to the Bus side in the manner described above in this Section.

6 **C.** Streetcar Reserve Operators may return to their FTO/PTO classification during
7 Streetcar operator training. Once Streetcar Reserve Operators have completed training and have their
8 Rail card, they will need to spend a full year as a Streetcar Reserve Operator. Upon completing a full
9 year on the Streetcar Reserve Operator list, they may opt to return to their FTO/PTO classification.

10 **1.** Employees opting back to their FTO/PTO classification on the Bus side will
11 return to Bus with their full classification seniority that includes all their time spent in Bus, LLR, and
12 Streetcar positions.

13 **2.** Employees who opt back to their FTO/PTO classification must have a valid
14 CDL if required for their position. Employees who have let their CDLs lapse will be retrained by
15 Bus; if the Employee fails to obtain a CDL, they may keep their position in RAIL. Employees
16 returning to their FTO/PTO classification will be provided the training needed on new equipment,
17 routes and/or rules.

18 **3.** If they want to return to Streetcar, they will need to apply through the
19 recruitment process and successfully complete the full operator training program.

20 **ARTICLE R7: LAYOFF AND RECALL**

21 ***SECTION R7.1 – REASON FOR LAYOFF***

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

1 necessary services, the PARTIES will form a relocation task force to seek alternate gainful
2 employment for affected Employees.

3 ***SECTION R7.2 – METHOD OF REDUCTION***

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

6 B. A laid-off Employee who has attained regular status in another job classification
7 may displace a less senior Employee in such classification, provided that the laid-off Employee has
8 obtained all necessary certifications to perform the duties of such classification. No Employee shall
9 be placed into a classification from which the Employee has demoted or failed to complete the
10 probationary period. A laid-off Employee who exercises the right to return to a previous position will
11 be reinstated to the position in classification seniority order which they had previously held, except as
12 provided in Article R6, Section 2, Paragraph E.

13 ***SECTION R7.3 – RECALLING LAID-OFF EMPLOYEES***

14 A. METRO shall notify the UNION a minimum of ten (10) calendar days prior to
15 issuing laid-off Employee recall notifications. An Employee shall be eligible for reinstatement for 24
16 months following layoff and shall be recalled to service in the order of their classification seniority.
17 To be eligible for reinstatement, a laid-off Employee must keep METRO informed of their current
18 address. The laid-off Employee must also be able to meet the qualifications for the Position to be
19 eligible for recall, including, if applicable, possession of a current valid Washington State Class B
20 Commercial Driver's License with passenger endorsement. If the position is safety sensitive, the laid-
21 off Employee must submit to drug testing and test negative for the presence of controlled substances,
22 sign a Consent Form of Release of Information for each employer for the past two years, successfully
23 pass a driving abstract review, successfully pass a background review, successfully pass a
24 background check for Alcohol and Controlled Substances testing and CDL background information,
25 and must possess a valid medical card issued by DOT. The laid-off Employee may be required to
26 complete a pre-employment physical examination. Failure to complete these requirements will
27 remove the laid-off employee from the recall process. METRO's obligation to offer reinstatement
28 shall be fulfilled by mailing a notice by tracked mail to the most recent address supplied by the laid-

1 off Employee and the UNION will receive a copy of that notification. A laid-off Employee must
2 notify METRO within 15 calendar days after such reinstatement offer has been mailed by METRO
3 and report for work at the time and place stipulated in the notice.

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

7 **C.** The parties acknowledge that the recall list is managed in seniority order but that
8 dates and times of the actual return to work may not occur in order of seniority due to factors such as
9 background checking and re-hiring practices. Following their recall training, Employees laid-off and
10 recalled shall be reinstated to the position, and the pick list if applicable, in their original seniority
11 order.

12 **D.** All Employees reinstated under the terms of this Article shall have their pay step
13 and vacation accrual rate restored to the step or rate held at the time of layoff. Pay step progression
14 and leave accrual progression shall continue with the date of rehire, with “time-in-service” credit
15 being given for the time spent in the pay step or leave accrual rate prior to layoff. However, no
16 “time-in-service” credit shall be given during the layoff period itself; except that Employees
17 reinstated under the terms of this Article, but who have secured employment with the County in
18 another position, shall continue to receive any leave accrual progression which they have earned
19 while maintaining leave eligible benefited County service.

20 **E.** A laid-off Employee’s previous King County Metro accident record will not be
21 used to determine eligibility for recall. An Employee’s accident record will be paused at layoff and
22 will resume at recall in accordance with the Preventable Accidents Discipline Procedure.

23 **F.** Employees reinstated under the terms of this Article are considered to have served
24 their probationary period in full.

25 ***SECTION R7.4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL***
26 ***SEPARATIONS (NDMS’s)***

27 **1.** If an Employee who was separated by NDMS enters the Reassignment Program at
28 a time when a layoff list is in place, they cannot be returned to work until all the Employees on the

1 layoff list with more seniority have been returned to work.

2 2. If a former Employee's six months in the King County Reassignment Program
3 expires before they are returned to work, they will then only be eligible for rehire through the normal
4 rehire process. If a layoff list exists, these Employees will be integrated into the list in seniority
5 order.

6 **ARTICLE R8: HOLIDAYS**

7 ***SECTION R8.1 – LLR OPERATORS, STREETCAR OPERATORS, O&M*** 8 ***SUPERVISORS, AND LLR SUPERVISORS***

9 Eligible Employees in the classifications of LLR Operator, Streetcar Operator, O&M
10 Supervisor, and LLR Supervisor shall be granted the thirteen holidays specified in Section R8.3 as
11 days off with eight hours of holiday pay. An Employee who is on RDO or vacation on the day of
12 observance shall receive eight hours AC time to compensate for the holiday pay. An Employee who
13 works on the day of observance, as a part of their regular work schedule, will receive eight hours
14 holiday pay for such day and will receive AC time for all time worked, calculated in the method
15 provided in this AGREEMENT for work performed on non-holidays.

16 ***SECTION R8.2 – OTHER EMPLOYEES***

17 A. Eligible Employees, except Employees in the classifications of LLR Operator,
18 Streetcar Operator, O&M Supervisor, and LLR Supervisor, shall be granted the thirteen holidays
19 specified in Section R8.3, as days off with eight hours holiday pay. An Employee, who is on RDO or
20 vacation on the day of observance, shall receive eight hours AC time to compensate for holiday pay.
21 An Employee who works on the day of observance, as part of their regular work schedule, will
22 receive eight hours holiday pay for such day and will receive AC time at the rate of time and one-half
23 for all time worked.

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

25 ***SECTION R8.3 – DAYS OF OBSERVANCE***

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

1 holidays designated below falls on Saturday, the holiday shall be observed on Friday.

2 New Year's Day	Labor Day
3 Martin Luther King Junior Day	Veterans Day
4 Lincoln's Birthday	Indigenous Peoples' Day
5 Presidents' Day	Thanksgiving Day
6 Memorial Day	Mark McLaughlin Day (Day after Thanksgiving)
7 Juneteenth	Christmas Day
Independence Day	

8 ***SECTION R8.4 – PERSONAL HOLIDAY***

9 A. Each Employee, except FLSA-exempt Employees, may choose one personal
10 holiday per payroll year.

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

13 1. When an Employee has not used their personal holiday during a payroll
14 year, the holiday will be converted to eight hours of vacation or ten hours of vacation if they are
15 working a regularly picked four forty (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 C. An Employee must complete the initial 90 calendar days of employment before
21 taking a personal holiday, except former Bus Employees.

22 ***SECTION R8.5 – SHIFT DIFFERENTIAL***

23 An Employee shall be paid on a holiday at the hourly rate paid for the shift they are working.

24 ***SECTION R8.6 – ELIGIBILITY***

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

27 1. Be on the payroll the scheduled workdays immediately before and after the
28 holiday which may include Washington State Paid Family Medical Leave as described in Subsection

3 below; and;

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

3. If an Employee is on protected Washington State Paid Family Medical Leave on one of the days immediately before or after holiday, but they work the other day, they will be eligible for the holiday pay.

4. If the employee is on a continuous unpaid leave that includes the holiday, they are not eligible for holiday pay.

ARTICLE R9: VACATION

SECTION R9.1 – VACATION ENTITLEMENT

A. Paid vacation accruals shall be granted to eligible Employees based upon straight-time hours paid. Vacation accrual credit will be given to Employees for unpaid time off granted by METRO to conduct official UNION business, except as limited by Article R10, Section 3.

B. Each Employee shall accrue vacation according to the applicable accrual rate, and be subject to applicable maximum biweekly vacation accruals, per Paragraph F.

C. The applicable accrual rate for all RAIL Employees will be based upon months of active service since the Employee’s most recent date of employment with METRO.

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

E. Scheduled increases in the accrual rate will begin with the first biweekly pay period following the completion of the necessary months of active service.

F. Vacation Accrual Table

1. Months of Active Service	2. Vacation Hours Accrued Per Paid Straight-Time Hour	3. Maximum Hours Per Biweekly Pay Period Based on 80 Hours	4. Maximum Hours Accrued Per Year	5. Maximum Days Accrued Per Year Based on 8 Hour Days	6. Maximum Hours at End of Payroll Year
Date of hire	.0385	3.080	80	10	160
60	.0577	4.616	120	15	240
120	.0770	6.160	160	20	320

1	1. Months of Active Service	2. Vacation Hours Accrued Per Paid Straight-Time Hour	3. Maximum Hours Per Biweekly Pay Period Based on 80 Hours	4. Maximum Hours Accrued Per Year	5. Maximum Days Accrued Per Year Based on 8 Hour Days	6. Maximum Hours at End of Payroll Year
4	192	.0808	6.464	168	21	336
5	204	.0847	6.776	176	22	352
6	216	.0885	7.080	184	23	368
7	228	.0924	7.392	192	24	384
8	240	.0962	7.696	200	25	400
9	252	.1001	8.008	208	26	416
10	264	.1039	8.312	216	27	432
11	276	.1078	8.624	224	28	448
12	288	.1116	8.928	232	29	464
13	300	.1154	9.232	240	30	480

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

15 **H.** Employees will accrue vacation each payroll period, and that vacation, along with
16 un-picked vacation, will be available for use as provided in this AGREEMENT and the practices of
17 the PARTIES.

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

20 **J.** Comprehensive leave eligible Employees may use vacation leave hours in the pay
21 period after they are accrued. Employees who leave County employment prior to successfully
22 completing their first six months of County service shall forfeit their vacation leave hours and are
23 excluded from the vacation payoff provisions contained in this AGREEMENT.

24 ***SECTION R9.2 – SCHEDULING VACATIONS***

25 RAIL will arrange with Employees to take their vacations during the calendar year at such
26 time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday
27 that an Employee normally would have received falls within their vacation period, such Employee
28 shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of holiday

1 pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere with the
 2 function of RAIL; but which provides a minimum amount of picked vacation time approximately
 3 equal to the amount of annual vacation accrued by the workforce by classification.

4 ***SECTION R9.3 – SELECTION OF VACATIONS***

5 Selection of vacation shall be by RAIL seniority within the work group the Employee is
 6 working. Employees may only pick vacation hours they have accrued at the time of the vacation
 7 pick.

8 ***SECTION R9.4 – VACATION PICK LIMITS***

9 A. An LLR or Streetcar Operator may carry over vacation based on the following
 10 schedule:

<u>Completed</u> <u>Calendar Years of</u> <u>Service</u>	<u>Maximum Hours</u> <u>Allowed To Not</u> <u>Pick</u>
1 - 4	16
5 - 9	24
10 - 14	32
14 +	40

11
 12
 13
 14
 15
 16
 17
 18
 19 At pick, an Employee may elect not to select up to the number of hours contained in the table above.

20 B. For all Employees, the number of vacation hours carried over at the end of the
 21 payroll year shall not exceed the maximum hours in Section 1.F Column 6 above.

22 C. Any vacation that is accrued in excess of the allowable amounts in Article R9,
 23 Sections 1(F) Column 6 and 4 shall be considered “use it or lose it”. This means that any vacation
 24 hours in excess of the allowable hours, at the end of the payroll year, shall be forfeited and removed
 25 from the Employee’s vacation balance.

26 D. Except as otherwise provided in this AGREEMENT, an Employee desiring to use
 27 accumulated vacation which they have not picked may use it in single- or multiple-day increments
 28 with the prior approval of their immediate supervisor.

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

4 ***SECTION R9.5 – VACATION CASH OUT***

5 RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to cash
6 out a portion of their vacation, provided they pick a minimum of 80 hours of vacation. During the
7 first and second, if there is a second, vacation pick(s) of the calendar year for an Employee's work
8 unit, an Employee may elect to cash out a yearly minimum of eight hours up to a yearly maximum of
9 60 hours of their current vacation balance. Employees may elect to receive the cash out payment at
10 each vacation pick of the year.

11 ***SECTION R9.6 – VACATION PAY UPON EMPLOYEE TERMINATION***

12 Upon an Employee's termination or retirement from METRO, they shall be paid for all
13 accrued hours remaining in their vacation balance.

14 ***SECTION R9.7 – VACATION AFTER MILITARY LEAVE OF ABSENCE***

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

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

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

23 ***SECTION R9.8 – VACATION – UNION BUSINESS LEAVE***

24 An Employee elected to full-time UNION office, who takes an extended leave of absence
25 under the provisions of Article R10, Section 3, shall be paid for whatever vacation they have earned
26 by the effective date of leave before taking such leave. Alternatively, they may retain credit for all
27 accumulated vacation, to be used after the leave of absence, in accordance with the procedures
28 contained in Article R10, Section 3. However, should such UNION Officer not resume their

1 employment with METRO, they will be paid at the rate in effect when the leave of absence began.

2 **ARTICLE R10: LEAVES OF ABSENCE**

3 ***SECTION R10.1 – GENERAL***

4 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as
5 limited by this AGREEMENT. At RAIL’s option, such unpaid leaves of absence, not to exceed one
6 calendar year, may be granted, for reasons other than those described in this Article. A reasonable
7 amount of compassionate leave will be available to Employees under warranting circumstances as
8 determined by RAIL. Requests must be submitted in writing to an Employee’s immediate supervisor
9 before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to
10 accept employment with another employer, except leaves for UNION business or leaves for
11 government service in the public interest. The decision to grant or deny an unpaid leave of absence is
12 not subject to the grievance/arbitration procedures in Article R5.

13 ***SECTION R10.2 – BEREAVEMENT LEAVE***

14 A. Employees eligible for comprehensive leave benefits shall be granted up to five
15 days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a
16 member of the Employee’s immediate family. Leave must be taken within 18 months from the date
17 of the death.

18 B. Immediate family shall be defined as the Employee’s:

- 19 1. spouse or domestic partner,
20 2. legal guardian, ward, or any person whom the Employee has legal custody,
21 3. the following family members of the Employee, the Employee’s spouse, or
22 the Employee’s domestic partner:
23 a. a child,
24 b. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a
25 person who stood or stands in loco parentis),
26 c. a grandparent,
27 d. a child-in-law,
28 e. a grandchild, or

1 f. a sibling.

2 C. Employees who are not eligible for comprehensive paid leaves may be granted
3 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

4 D. When a holiday or regular day off falls during the leave, it shall not be charged as
5 bereavement leave.

6 E. Any additional paid leave may be approved by mutual agreement between the
7 County and the Employee.

8 F. An Employee on bereavement leave will be paid their regular rate of pay for days
9 on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum
10 of eight hours per day, except as provided in Article R13.

11 **SECTION R10.3 – UNION BUSINESS**

12 A. Pay for time granted to an Employee for a leave of absence to conduct UNION
13 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT
14 relating to benefit costs, accruals and holiday eligibility shall remain in force for up to 30 consecutive
15 calendar days during any period an Employee is on UNION business leave. For UNION business
16 leave in excess of the 30 consecutive calendar days, no benefits shall accrue (i.e., vacation and sick
17 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
18 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
19 shall be included only if the Employee was on UNION business leave the day preceding and the day
20 after the RDO/holiday.

21 B. RAIL may authorize compensation for UNION Executive Board Officers who are
22 performing work-related business.

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

28 D. All full-time Local 587 UNION Officers, one International UNION Officer and/or

1 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

2 E. If an Employee is granted a leave of absence, they will continue to accrue all types
3 of seniority, including vacation accrual credit, during the effective period.

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

8 G. During days of general UNION election, additional members not to exceed seven
9 shall be granted leave to act as tellers.

10 ***SECTION R10.4 – JURY DUTY***

11 A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
12 an Employee shall immediately notify their immediate supervisor. If an Employee is used for jury
13 duty and submits proof of report for same, they shall receive time off with pay at their regular rate of
14 pay for their regular assignment, not to exceed eight hours per day for each day served.

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

17 B. Any Employee excused from jury duty less than four hours after their jury duty
18 reporting time, shall promptly notify their immediate supervisor and may be required to report back
19 to work. An Employee also shall have at least twelve hours off between the completion of their
20 scheduled day’s assignment and reporting back to jury duty. If the Employee must change clothes
21 before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report
22 time.

23 C. Except as provided above, no LLR or Streetcar Operator shall be required to report
24 back to work. Such Operator may accept work if work is available.

25 ***SECTION R10.5 – MILITARY LEAVE***

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

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

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

5 **2.** The Employee must present their orders for active training duty to their
6 immediate supervisor prior to taking such leave.

7 **3.** The Employee will be paid for those days they normally would be
8 scheduled to work during such leave up to a maximum of eight hours per day.

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

11 ***SECTION R10.6 – PARENTAL LEAVE***

12 **A.** Up to twelve weeks of paid parental leave shall be granted to Employees pursuant
13 to King County Code for the birth of an Employee’s child, the Employee’s adoption of a child or the
14 foster-to-adopt placement of a child with the Employee. In cases of adoption or foster-to-adopt
15 placement, leave must be taken within one year of the child’s birth or placement in the home.

16 **B.** In addition to the paid parental leave above, an Employee shall be granted a
17 maximum of six months unpaid leave of absence, after exhausting all AC and vacation, in
18 conjunction with the birth of an Employee’s child, the Employee’s adoption of a child or the foster-
19 to-adopt placement of a child with the Employee. A request for such leave shall be filed with the
20 Employee’s immediate supervisor at least 60 calendar days in advance of the anticipated leave
21 commencement. An Employee on Federal Family and Medical Leave/King County Family Medical
22 Leave (FMLA/KCFML) leave will continue to have medical, dental and vision benefits premiums
23 paid by METRO. The Employee may elect to self-pay basic or enhanced Life, Accidental Death and
24 Dismemberment (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid
25 leave.

26 ***SECTION R10.7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT***

27 As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee
28 may take up to a combined total of twelve weeks of leave for their own serious health condition (as

1 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster
2 care of a child, or for the serious health condition of an immediate family member (an Employee's
3 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section,
4 an Employee must have been employed by King County for twelve months or more and have worked
5 a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or
6 intermittent.

7 ***SECTION R10.8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT***

8 **A.** An Employee may take up to a combined total of 18 weeks of paid or unpaid leave
9 for their own serious health condition (as defined by the King County Personnel Guidelines), or for
10 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month
11 period. To be eligible for leave under this Section, an Employee must have been employed by King
12 County for twelve months or more and have worked a minimum of 1,040 hours in the preceding
13 twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in
14 whole or partial days as needed).

15 **B.** Intermittent leave is subject to the following conditions:

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

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

25 ***SECTION R10.9 – CONCURRENT RUNNING OF LEAVE***

26 Leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
27 concurrently to the extent permitted by all applicable laws. Leave taken under King County Family
28 and Medical Leave, as described in Section 8, shall run concurrently with any other leaves that are

1 available under all applicable laws. Washington Paid Family Medical Leave will run concurrently
2 with the Federal Family Medical Leave and the King County Family Medical Leave.

3 ***SECTION R10.10 – WITNESS LEAVE***

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

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

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

11 ***SECTION R10.11 – ON-THE-JOB INJURY LEAVE***

12 A. Employees who take on-the-job injury (“OJI”) leave are expected to follow the
13 directives outlined in the King County “Workers’ Compensation - Employee Responsibilities”
14 policy, including but not limited to following all standard call-in procedures to report absences,
15 staying in touch with Safety & Claims, providing necessary information to Safety & Claims, and
16 reporting when their medical provider has released them to return to work, and reporting to work on
17 the date they are released to return by their medical provider.

18 **ARTICLE R11: SICK LEAVE**

19 ***SECTION R11.1 – ACCRUAL OF SICK LEAVE***

20 A. Comprehensive leave-eligible Employees shall accrue sick leave benefits at the
21 rate of 0.04616 hours for each hour in paid status, excluding overtime up to a maximum of 3.6928
22 hours per bi-weekly pay period, unless additional leave is required by law. There shall be no limit to
23 the number of sick leave hours that an Employee eligible for comprehensive leave benefits may carry
24 over from year-to-year.

25 B. Short-Term Temporary (STT) Employees shall accrue sick leave at the rate of
26 0.025 hours for each hour in pay status. STT Employees may carry over 40 hours of unused sick
27 leave to the following calendar year. At the end of the pay period that includes December 31, all
28 unused accrued sick leave over 40 hours will be forfeited. For STT Employees, separation for any

1 reason shall cancel all of the Employee’s accrued sick leave as of the date of the separation, except as
2 otherwise provided by law. If an Employee returns to county employment within two years of the
3 separation, the Employee’s previously accrued, unused paid sick leave will be restored.

4 C. All Employees shall accrue sick leave from their date of hire.

5 D. An Employee is not entitled to use sick leave until after it appears on the
6 Employee’s sick leave bank. Medical verification shall not be required if an Employee has a partial
7 amount of sick leave banked to cover the day's assignment.

8 ***SECTION R11.2 – PAYMENT OF SICK LEAVE***

9 A. Separation from or termination of County employment or layoff due to lack of
10 work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued
11 to leave-eligible Employees as of the date of separation or termination. Should an Employee return
12 to County employment within two years, accrued sick leave shall be restored.

13 B. Comprehensive leave-eligible Employees who have successfully completed at least
14 five years of County service and who retire as a result of length of service or who terminate by reason
15 of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an amount
16 equal to 35% of their unused, accumulated sick leave multiplied by the Employee’s classification
17 base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.
18 Retirement as a result of length of service means an Employee is eligible, applies for and begins
19 drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon
20 terminating County employment. If a retiree who cashes out their sick leave is rehired within 12
21 months, that Employee is entitled to restoration of the sick leave balance that was not cashed out. A
22 retiree who returns to work will not be entitled to any cash out of their restored sick leave balance
23 when they leave County employment.

24 ***SECTION R11.3 – EXHAUSTION AND RESERVE OF SICK LEAVE BALANCES***

25 A. If the injury or illness is compensable under the METRO’s workers compensation
26 program, then the Employee has the option to augment or not augment wage replacement payments
27 with the use of accrued sick leave.

28 B. When sick leave is taken to care for a family member, the Employee shall choose

1 at the start of the leave whether the particular leave will be paid or unpaid; but when an Employee
2 chooses to take paid leave for family reasons, they may set aside a reserve of up to 80 hours of
3 accrued sick leave.

4 ***SECTION R11.4 – ACCEPTABLE USAGE OF PAID SICK LEAVE***

5 A. Paid sick leave may be used for the following reasons:

6 1. An absence resulting from the Employee’s mental or physical illness, injury
7 or health condition; to accommodate the Employee’s need for medical diagnosis, care or treatment of
8 mental or physical illness, injury or health condition; or for Employee’s need for preventive medical
9 care.

10 2. To allow the Employee to provide care for a family member (definition
11 below) with a mental or physical illness, injury or health condition; for a family member who needs
12 medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or for
13 a family member who need preventive medical care.

14 3. In the event the County facility an Employee works in is closed by order of
15 public official for any health-related reason, or when an Employee’s child’s school or place of care is
16 closed by order of a public official for a health-related reason;

17 4. For absences that qualify for leave under the Domestic Violence Leave Act,
18 Chapter 49.76 RCW. The intent of this law is to reduce domestic violence, sexual assault, and
19 stalking by enabling victims to maintain the financial independence necessary to leave abusive
20 situations, achieve safety, and minimize physical and emotional injuries, and to reduce the
21 devastating economic consequences of domestic violence, sexual assault, and stalking to employers
22 and Employees. This law was designed to allow victims of domestic violence, sexual assault, and
23 stalking to be able to recover from and cope with the effects of such violence and participate in
24 criminal and civil justice processes without fear of adverse economic consequences. The law was
25 also enacted to allow victims of domestic violence, sexual assault, or stalking to be able to seek and
26 maintain employment without fear that they will face discrimination;

27 5. For absences to increase the safety of the Employee or a family member
28 when the Employee or a family member has been a victim of trafficking under RCW 9A.40.100; and

1 6. For family and medical leave available under federal law, state law or King
2 County ordinance.

3 7. Employee's exposure to contagious diseases and resulting quarantine.

4 **B.** For purposes of paid sick leave, “family member” means any of the following:

5 1. A child, including a biological, adopted or foster child, a stepchild or a child
6 to whom the Employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of
7 age or dependency status, or the child of the Employee’s domestic partner;

8 2. The parent of an Employee, Employee’s spouse or Employee’s domestic
9 partner. Parent includes: a biological parent; an adoptive parent; a de facto parent; a foster parent; a
10 stepparent; a legal guardian; or a person who stood or stands in loco parentis to the Employee,
11 Employee’s spouse or Employee’s domestic partner.

12 3. A spouse;

13 4. A domestic partner;

14 5. A grandparent;

15 6. A grandchild; or

16 7. A sibling.

17 ***SECTION R11.5 – COORDINATION OF SICK LEAVE AND WORKERS***

18 ***COMPENSATION***

19 **A.** An Employee injured on the job may not simultaneously collect sick leave and
20 workers’ compensation payments in a total amount greater than the net regular pay of the Employee,
21 though an Employee who chooses not to augment the Employee’s workers’ compensation time loss
22 pay through the use of sick leave shall be deemed on unpaid leave status.

23 **B.** An Employee who chooses to augment workers’ compensation payments with the
24 use of accrued sick leave shall notify the workers’ compensation office in writing at the beginning of
25 the leave. Absent such notification, sick leave will automatically be used to supplement such
26 payments except where prohibited.

27 **C.** An Employee may not collect sick leave and workers’ compensation wage
28 replacement pay for physical incapacity due to any injury or occupational illness that is directly

1 traceable to employment other than with the County.

2 ***SECTION R11.6 – PROCEDURES FOR USE OF SICK LEAVE***

3 A. METRO is responsible for proper administration of the sick leave benefits.
4 Employees must provide reasonable notice of an absence from work that qualifies for paid sick leave.
5 Such notice must not interfere with an Employee’s lawful use of paid sick leave.

6 B. If the need for sick leave is foreseeable, the Employee must provide at least ten
7 calendar days’ notice, or as early as practicable, to the Employee’s supervisor or designee in advance
8 of the sick leave. If possible, notification should include the expected duration of the absence.

9 C. For unforeseeable absences, the Employee must contact the Employee’s supervisor
10 or designee as soon as possible prior to the start of the Employee’s work shift. As a best practice, and
11 if circumstances allow, an Employee should provide notice as soon as the Employee learns of the
12 need for paid sick leave. If it is not practicable for the Employee to give timely notice, the Employee
13 may ask someone to provide notice on their behalf. If possible, the notification should include the
14 expected duration of the absence.

15 D. If an Employee is taking sick leave for domestic violence related reasons and
16 advance notice cannot be given because of an emergency of unforeseen circumstances due to the
17 domestic violence, the Employee or the Employee’s designee must give notice no later than the end
18 of the first day that the Employee takes such leave.

19 ***SECTION R11.7 – VERIFICATIONS***

20 A. A supervisor will not require an Employee to provide a medical verification of a
21 paid sick leave absence until the Employee has been on leave for more than five consecutive work
22 days. The verification should not reference the Employee’s medical condition, unless otherwise
23 required by law, but must confirm that the absence was for an authorized purpose.

24 B. If the verification request results in an unreasonable burden or expense on the
25 Employee, the Employee and the Employee’s supervisor will meet and discuss alternatives to
26 providing the verification.

27 C. If an Employee is taking paid sick leave for domestic violence reasons, the
28 Employee must provide verification of the need for leave by providing the Employee’s supervisor

1 with a police report indicating that the Employee or the Employee’s family member was a victim of
2 domestic violence; a court order or other evidence from the court or the prosecuting attorney that the
3 Employee or the Employee’s family member appeared or is scheduled to appear in court in
4 connection with a domestic violence incident or the Employee’s written statement that the Employee
5 or the Employee’s family member is a victim of domestic violence and that the leave was taken for a
6 reason stated in RCW 49.76.030.

7 **D.** An Employee has 10 calendar days from the first day of paid sick leave to provide
8 verification to the Employee’s supervisor.

9 ***SECTION R11.8 – ADDITIONAL PROVISIONS RELATING TO SICK LEAVE***

10 **A.** Absences for sick leave must be reported at least 30 minutes before the Employee
11 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
12 report will be considered unexcused. However, if an Employee is incapable of complying with these
13 requirements to timely report based on a condition listed in Article R11, they will be excused if the
14 request is properly submitted.

15 **B.** The ability to work regularly is a requirement of continued employment.

16 **C.** Each Employee must sign an annual acknowledgement of sick leave policy. The
17 form confirms that the Employee’s absence is for a reason permitted by Article 11, Section 4,
18 Paragraph A, and that the Employee understands use of sick leave in a manner inconsistent with
19 Article 11, Section 4, Paragraph A constitutes a falsification of a sick report, which is a major
20 infraction per Article R4, Section 3. An Employee who refuses to sign the annual acknowledgment
21 of sick leave policy shall receive an unexcused absence for each day or partial day of absence for
22 which there is no signed certification.

23 **D.** METRO may require medical verifications in the following circumstances (in
24 addition to those verifications that are needed to conform with federal or state leave laws) whenever:

- 25 **1.** An Employee is absent for more than five consecutive workdays, or
26 **2.** An Employee has insufficient accrued sick leave to cover an absence for a
27 reason permitted by Article 11, Section 4, Paragraph A and requests use of AC time, vacation or
28 unpaid leave.

1 E. When a medical verification is required, it shall be on a medical report acceptable
2 to METRO, from a licensed practitioner.

3 F. An Employee who is receiving Workers' Compensation supplemental benefits for
4 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in
5 Article R12, Section 6. An Employee will continue to accrue sick leave on straight-time hours
6 missed, up to a maximum of 90 workdays for each industrial injury.

7 G. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick
8 leave.

9 H. After all accrued sick leave has been exhausted, AC time may be used for an illness
10 when a medical statement, acceptable to METRO, has been submitted verifying that the Employee
11 was unable to perform the duties of their position.

12 ***SECTION R11.9 – PROCESS FOR REQUESTING SICK LEAVE***

13 A. An Employee, who calls in sick less than 30 minutes before their report time, will
14 be put on the sick list and will be given an unexcused absence. However, if an Employee is incapable
15 of complying with these requirements to timely report based on a condition listed in Article 11, they
16 will be excused if the request is properly submitted.

17 B. An Employee may make a written request to their immediate supervisor, within
18 five workdays of the Employee's return to work for unpaid leave, to change the unexcused absence to
19 an excused absence. The immediate supervisor shall determine whether the circumstances warrant a
20 change from an unexcused absence. However, the unexcused absence will be excused in all cases
21 where the Employee received medical treatment and was unable to report the absence as required.

22 ***SECTION R11.10 – FITNESS FOR DUTY***

23 A. When METRO believes that an Employee who has reported for work appears
24 unable to work due to a medical condition, the Employee will be sent home. METRO will put the
25 Employee on Paid Administrative Leave (PAL) for the day in order to allow the Employee to visit a
26 medical provider for an assessment of fitness for duty.

27 B. When an Employee is under disciplinary investigation, METRO may, at its
28 discretion, place the Employee on Paid Administrative Leave (PAL). During this time, if the

1 Employee presents medical information that disqualifies the Employee from being able to work,
2 METRO will place the Employee on medical leave (paid or unpaid, depending on their rights under
3 this Article).

4 **ARTICLE R12: BENEFITS**

5 ***SECTION R12.1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM***

6 ***DISABILITY BENEFITS***

7 **A.** All regular Employees and their dependents will be covered by the medical, dental,
8 vision, life, and long-term disability plans as described in MOA 410U0422, which appears as Exhibit
9 E. King County shall make the following contributions on behalf of the Employer to the insured
10 benefits plans:

11 2023: \$1,600 per Employee per month.

12 2024: \$1,629 per Employee per month.

13 2025: King County shall make contributions on behalf of the Employer to the insured
14 benefits plans for 2025 as determined in 2025 benefits negotiations.

15 **B.** METRO will not make unilateral changes to existing benefits.

16 **C.** An Employee will be eligible for the insurance benefits on the first calendar day of
17 the month following their hire date or the day after their qualification date, whichever is the later
18 date. However, if the later date is the first calendar day of the month, the Employee will be eligible
19 for the insurance benefits on that date.

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

23 ***SECTION R12.2 – MEDICAL BENEFITS – RETIREES***

24 **1.** Employees who retire from County service and who elect an ATU benefits plan
25 upon retirement shall be eligible for a medical premium subsidy, as provided under Section 2 below,
26 provided they meet the following terms and conditions:

27 **a.** The Employee retires from service with the County during the term of this
28 Agreement; and

1 b. The Employee is covered by King County benefits on their last day of
2 employment; and

3 c. The Employee is not eligible for Medicare.

4 2. The medical premium subsidy shall be the COBRA rate for each offered medical
5 plan (e.g., PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren),
6 retiree and full family).

7 **SECTION R12.3 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

8 METRO provides, for all Employees, special coverage in the event of a felonious assault
9 under the County’s Accidental Death and Dismemberment Insurance benefit, as developed by the
10 PARTIES. METRO will maintain an Employee’s Family Benefit package for eligible dependents for
11 a period of nine (9) months following the death of any Employee killed in the line of duty.

12 **SECTION R12.4 – PERSONAL PROPERTY LOSS BENEFIT**

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

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

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

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

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

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

Item	Maximum Value
Watch	replacement value up to \$55.00
Uniform clothing	replacement

Item	Maximum Value
Wallet	replacement value up to \$25.00
Bag, Purse or Backpack	replacement value up to \$55.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement
Prescription Eyeglasses	replacement value up to \$300.00
Cell Phone	Replacement value up to \$150.00

SECTION R12.5 – TRANSIT PASS

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

SECTION R12.6 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE

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

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

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

The percentage shall be as follows:

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

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

3. To determine net take-home pay, the Payroll Section will calculate the

1 Employee's hourly wage at the time of injury times 80 hours minus mandatory deductions.

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

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

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

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

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

13 4. Accept alternative work assignments which are offered by METRO and
14 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
15 Employee's physician if identified restrictions require clarification.

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

17 6. When notified at least 48 hours in advance, attend all meetings and
18 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
19 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
20 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
21 prior to such meeting or examination.

22 7. If records indicate two "no shows" for scheduled medical or vocational
23 services, supplemental payments may be terminated, provided such Employee and the UNION are
24 notified seven calendar days in advance.

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

1 E. If an Employee exhausts supplemental payments, they may use sick leave,
2 vacation leave or AC time in lieu of METRO’s supplemental payments, as provided in Paragraph B.
3 If such Employee is working an alternative work assignment, such payments will be at the hourly rate
4 of the alternative work assignment.

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

7 G. If an Employee is required by METRO to be cleared by the Workers’
8 Compensation Office before returning to work, but they are not on pay status or receiving
9 compensation from any source including short-term or long-term disability, such Employee will
10 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be
11 paid an additional one hour of straight-time pay.

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

15 I. An Employee with an open Worker’s Compensation claim who is working an
16 alternative work assignment or is working in their regular classification at less than full duty must use
17 accrued leave or take approved leave without pay for medical appointments associated with the
18 Employee’s claim.

19 ***SECTION R12.7 – LEGAL DEFENSE***

20 Whenever an Employee is named as a defendant in civil action arising out of the performance
21 of the Employee’s duties and, such Employee was acting within the scope of employment, METRO
22 shall, consistent with King County Code (KCC) 2.21.050 et seq., , furnish counsel to represent such
23 Employee to a final determination of the action, without cost to such Employee.

24 ***SECTION R12.8 – COMMERCIAL DRIVER LICENSE***

25 METRO agrees to pay for Commercial Driver License (CDL) renewals for all Employees
26 who are required by RAIL to have a CDL or wish to maintain their CDL.

27 ***SECTION R12.9 – GENERAL CONDITIONS***

28 A. Benefit premiums paid by an Employee shall be deducted in equal installments

1 from the first and second paycheck of every month.

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

4 **C.** METRO shall not make its monthly contribution for medical, dental, group life
5 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence
6 or other unpaid status for 30 consecutive calendar days or more, except as provided by applicable
7 family medical leave laws or Article R10, Section 3, Paragraph B.

8 ***SECTION R12.10 – ACCUMULATED COMPENSATORY TIME***

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

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

15 **C.** AC time in excess of 80 hours shall be paid in cash at the end of each pay period.
16 All banked AC time shall be paid in cash in the last full pay period of the year.

17 **D.** Except as provided elsewhere in this AGREEMENT, and consistent with daily
18 staffing requirements, RAIL will determine the number of Employees allowed to have time off. An
19 Employee may use AC time for a reasonable amount of compassionate leave under warranting
20 circumstances, as determined by RAIL.

21 **E.** By written request, an Employee may cash out any portion of their AC bank,
22 provided they cash out at least eight hours. Payment will be made as part of the next possible payroll
23 following METRO’s receipt of the request.

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

26 **G.** Bus Employees coming to RAIL may bring a maximum of 40 hours of AC time to
27 their new employment in RAIL.

28 ***SECTION R12.11 – RETIREMENT ACKNOWLEDGMENT***

1 Upon retirement, METRO will authorize the expenditure of up to \$100 per Employee for the
2 purpose of acknowledging that Employee’s service to the citizens of King County. The Employee
3 shall choose the form of acknowledgment from two options: either a celebration, including
4 refreshments, at the worksite or a luncheon with the Employee’s immediate supervisor. In addition,
5 each retiring Employee shall receive a METRO bus stop sign with their name imprinted on it if they
6 worked on the Bus-side and a Rail plaque.

7 ***SECTION R12.12 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

8 Medical examinations that are required for the purpose of obtaining or maintaining a
9 Commercial Driver License for current Employees, if the position is required to have a CDL, will be
10 paid for by Metro through an occupational health vendor, or vendors, that have been selected by King
11 County. There shall be no cost to Employees, provided that Employees use King County’s
12 occupational health vendor(s).

13 **ARTICLE R13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

14 ***SECTION R13.1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES***

15 A. An “Alternative Workweek Employee” shall mean a regular full-time Employee
16 whose regular assignment is not eight work hours per day, five days per week.

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

20 C. RAIL and the UNION may define other types of Alternative Workweek Employee
21 statuses, such as but not limited to 9/80 schedules, 8/10 six-off, or 5-3/10 four-off, and will amend
22 this Article as needed to address issues concerning the hours of Employees who work on these new
23 schedules. Employees in non-exempt positions are ineligible to participate in a regular alternative
24 work schedule that allows over 40 hours of work in any given seven-day FLSA workweek.

25 D. Each Alternative Workweek Employee shall be subject to the provisions of this
26 Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

27 ***SECTION R13.2 – REGULAR DAYS OFF***

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

1 days.

2 **SECTION R13.3 – HOLIDAYS**

3 1. Each 4/40 Employee shall be granted the same holidays as other Employees in their
4 classification.

5 2. An Employee who is scheduled to work on the day of observance and who does not
6 work: Shall receive 10 hours of holiday pay.

7 3. An Employee who is scheduled to work on the day of observance and who
8 performs work: Shall receive 8 hours of AC time, to compensate for holiday pay, plus pay at the
9 applicable holiday rate for all time worked.

10 4. An Employee who is on an RDO on the day of observance and does not work:
11 Shall receive 8 hours of AC time to compensate for holiday pay.

12 5. An Employee who is on an RDO on the day of observance but performs work:
13 Shall receive 8 hours of AC time to compensate for holiday pay plus pay at the applicable holiday
14 rate for all time worked.

15 6. An Employee who is on vacation on the day of observance: Shall receive 8 hours
16 of AC time to compensate for holiday pay and will use 10 hours of vacation pay.

17 **SECTION R13.4 – PERSONAL HOLIDAY**

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

20 **SECTION R13.5 – VACATION AND AC TIME**

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

23 **SECTION R13.6 – BEREAVEMENT LEAVE**

24 A. 4/40 Employees eligible for comprehensive leave benefits shall be granted up to
25 four days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a
26 member of the Employee’s immediate family, as defined in Article R10, Section 2, Subsection B.
27 Leave must be taken within 18 months from the date of the death.

28 B. Employees who are not eligible for comprehensive paid leaves may be granted

1 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.
2 When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.
3 Any additional paid leave may be approved by mutual agreement between the County and the
4 Employee. An Employee on bereavement leave will be paid their straight-time rate of pay for days
5 on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum
6 of ten hours per day.

7 ***SECTION R13.7 – JURY DUTY/MILITARY LEAVE***

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

12 ***SECTION R13.8 – SICK LEAVE***

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

15 ***SECTION R13.9 – DISABILITY***

16 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
17 disability according to hours normally scheduled to work. For any full weeks of disability, such
18 Employee shall be considered as if they are an eight hour per day, five day per week Employee.

19 ***SECTION R13.10 – OVERTIME***

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

23 ***SECTION R13.11 – SHIFT CHANGE NOTIFICATION***

24 Employees will be provided with a minimum 30 calendar days notice prior to cancellation of
25 a 4/40 shift, except in LLR Operations. The availability of 4/40 shifts shall be determined by RAIL.

26 **ARTICLE R14: RATES OF PAY**

27 ***SECTION R14.1 – WAGE RATES AND WAGE PROGRESSIONS***

28 A. Effective on the start of the pay period that includes August 5, 2023, the top hourly

1 wage rates for each job classification will be as shown in Exhibit RA. The wages in Exhibit RA
2 reflect a 7.17% increase from the expiration of the prior collective bargaining agreement, which is
3 derived from the cost of living formula in Section R14.2 below. Additionally, a one-time payment of
4 9.0% of eligible earnings for paid hours worked between 10/29/22 to 8/4/23 will be paid to each
5 bargaining unit Employee. Examples of non-eligible earnings include, but are not limited to, adjusted
6 earnings for prior periods outside the 10/29/22 to 8/4/23 period, grievance settlements, prior
7 retroactive payments for compensation outside the 10/29/22 to 8/4/23 period, tool allowances, fixed
8 rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent
9 without leave.

10 **B. Wage progressions are as follows:**

11 **1. Except for SEPs, LLR Supervisors, LLR Supervisors-in-Training, O&M**
12 **Supervisors, and O&M Supervisors-in-Training, each job classification will have five step increments**
13 **as follows: first step will be 70% of the top rate of the classification; upon completion of twelve**
14 **months, the second step will be 80%; upon completion of the next twelve months, the third step will**
15 **be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion**
16 **of the next six months, the fifth step will be 100%. A new hire starts at the first step. However, a new**
17 **hire or an Employee who is promoted may be hired above the first step and up to the top step at**
18 **METRO's sole discretion. The UNION will be notified of each hire at above entry step.**

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

1 step increments as follows: first step will be 90% of the top rate of the classification; upon
2 completion of six months, the second step will be 92.5%; upon completion of the next six months, the
3 third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and
4 upon completion of the next six months, the fifth step will be 100%.

5 **3.** Lead classifications have a single wage rate and are not subject to wage
6 progression.

7 **4.** A PTO in the Bus Operations Division who is selected for a career service
8 Rail Operator or Streetcar Operator position in the Rail Division will retain their part-time wage step
9 and will be given appropriate wage progression credit for part-time service, provided there is no more
10 than a two day break in service. Such credit shall be calculated by giving credit for the period of time
11 worked in that step and applying that period to the full-time qualification date. Such credit will be
12 applied upon successful completion of the Rail Operator-Trainee or Streetcar Operator-Trainee
13 Program and placement into a career service position. A PTO in the Bus Operations Division selected
14 for the Rail Operator-Trainee or Streetcar Operator-Trainee position will continue to progress
15 through pay steps of their PTO position until completion of the Training Program. If an Employee
16 who served in a Special Duty Assignment as a Rail Operator or Streetcar Operator is hired into the
17 same career service position, the Employee shall be credited pay steps for time served on the Special
18 Duty Assignment, pursuant to Article R3.13.7.K, and not this Article.

19 **5.** SEPs will have five step increments as follows: first step will be 80% of the
20 top rate of the classification; upon completion of twelve months, the second step will be 85%; upon
21 completion of the next twelve months, the third step will be 90%; upon completion of the next six
22 months, the fourth step will be 95%; and upon completion of the next six months, the fifth step will
23 be 100%.

24 **C.** An Employee who is promoted into a classification with a higher top-step hourly
25 rate shall be placed at the lowest step in the salary schedule for the new classification which results in
26 an increase of at least 5%. Thereafter, a promoted Employee shall progress to any subsequent wage
27 steps based on completion of the required service periods. Service in the new classification on a
28 temporary upgrade status prior to promotion shall not be counted toward progression on the schedule.

1 Employees who transfer to a position assigned the same top-step hourly rate shall be placed at the
2 step of the new pay range that the Employee received before the transfer. An Employee who
3 transfers, shall receive wage progression credit from their previous position applied to their new
4 position, based on completion of the required service periods and any portion there within.

5 ***SECTION R14.2 – GENERAL WAGE INCREASE***

6 A. In addition to the wage increase for August 5, 2023 set out in Article R14.1.A,
7 there will be two cost-of-living adjustments payable on the start of the pay period that includes
8 November 1, 2023, and effective on the start of the pay period that includes November 1, 2024. The
9 top hourly wage rates for each job classification as shown in Exhibit RA will be adjusted to reflect an
10 annual cost-of-living adjustment (COLA) derived from the formula below. COLA adjustments will be
11 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the
12 Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All
13 Items, base period 1982-84=100) (CPI-W) through June of the year in which the COLA will be
14 applied. For example, the wage adjustment for November 1, 2023, shall be calculated as the average
15 of the year-over-year percentages from the August 2022, October 2022, December 2022, February
16 2023, April 2023, and June 2023 values of the CPI-W.

17 A year-over-year change means the percentage change in the CPI-W for that measurement
18 compared to the CPI-W for the same month the prior year. For example, the June 2023 year-over-
19 year change is the percentage change in the June 2023 CPI-W compared to the June 2022 CPI-W.

20 Regardless of the result calculated using this formula, the annual COLA effective on the start
21 of the pay period that includes 11/1/23 shall not be more than 6% and shall not be less than 2%.

22 Regardless of the result calculated using this formula, the annual COLA effective on the start of the
23 pay period that includes 11/1/24 shall not be more than 4% and shall not be less than 2%.

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

27 ***SECTION R14.3 – TLT HIRED AS CAREER SERVICE EMPLOYEE***

28 A Term-Limited Temporary (TLT) Employee who is separated from METRO and

1 rehired as a Career Service Employee within one year into the same classification they left will
2 receive wage progression credit and vacation service credits for time served as a Term-Limited
3 Temporary (TLT) Employee. All forfeited sick leave will be reinstated.

4 ***SECTION R14.4 – FLSA REQUIREMENTS AND CONTRACTUAL OVERTIME***

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 “FLSA regular rate of
7 pay”. When this AGREEMENT refers to “straight-time pay” or “straight-time rate of pay”, this term
8 shall be defined as an Employee’s hourly classification base rate of pay, plus any applicable hourly
9 pay premiums that are contractually required to be included. “Classification base rate of pay” shall be
10 defined as the base classification pay, as outlined in Section 14.1 and Exhibit A, not to include any
11 premium pays or differentials.

12 B. A Rover, extra person, or a Relief LLR Supervisor who has their RDOs changed,
13 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40. RAIL
14 will attempt, whenever possible, to provide such Employee with two days off during each scheduled
15 workweek.

16 C. “Contractual overtime” shall be paid to Employees for all overtime hours worked,
17 as consistent with the overtime provisions in this AGREEMENT, at the Contractual Overtime Rate in
18 effect at the time the overtime work is performed. The Contractual Overtime Rate for each overtime
19 hour worked shall be one and one-half times the combined amount of the Employee’s hourly
20 classification base rate of pay, plus any applicable hourly pay premiums in effect at the time the
21 overtime is worked that are contractually required to be included when calculating the Contractual
22 Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any
23 overtime hours worked, the Employee shall be paid the higher rate of pay pursuant to the FLSA.

24 ***SECTION R14.5 – DEMOTION***

25 Employees who accept voluntary demotion, or who accept a demotion into a lower paid
26 position because of poor health or other compelling reasons, as mutually agreed by the PARTIES,
27 will be placed at a wage step within the new position’s wage range which most closely matches the
28 Employee’s wage in their former wage range, but does not exceed the classification base rate of pay,

1 excluding any pay premiums, received by the Employee in their former classification.

2 **ARTICLE R15: STREETCAR OPERATORS**

3 ***SECTION R15.1 – DEFINITION OF EMPLOYEES***

4 A. A “Streetcar Operator” shall mean a person employed by METRO on a continuing
5 basis to operate the South Lake Union Streetcar or First Hill Streetcar who receives an eight-hour
6 minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour
7 minimum guarantee of straight-time pay per day not to exceed four days per week, provided they
8 have accepted all work assigned as specified in this Article. For each regularly-scheduled workday
9 or portion thereof on which a Streetcar Operator does not perform their assignment, they shall lose
10 their guarantee for that day and they shall be paid only for actual time worked, unless otherwise
11 provided in this AGREEMENT. In the event the Employer releases the Employee, the Streetcar
12 Operator shall be given their daily guarantee. In the event the Employee requests release and that
13 release is approved by their supervisor, then they shall have the option to use vacation accruals, AC
14 time, or LWOP. A “regularly-scheduled workday” shall mean a day on which an Employee is
15 normally required to work.

16 B. There will be three kinds of Streetcar Operators: Regular Streetcar Operators,
17 Extra Board Streetcar Operators, and Report Streetcar Operators. A “Regular Streetcar Operator”
18 shall mean a Streetcar Operator who picks runs as a work assignment for their eight or ten-hour
19 guarantee. An “Extra Board Streetcar Operator” shall mean a Streetcar Operator who picks the Extra
20 Board and works as assigned for their eight-hour guarantee. A “Report Streetcar Operator” shall
21 mean a Streetcar Operator who picks report assignments for their eight-hour guarantee.

22 C. “Loader” shall refer to an Employee who picks, or is assigned on the Extra Board,
23 the task of selling passage; but who does not drive the conveyance for which the passage is sold. A
24 Streetcar Operator who is assigned to loading duties may be assigned other duties during their shift.

25 ***SECTION R15.2 – HIRING OF STREETCAR OPERATORS***

26 A. RAIL will post and conduct recruitments for Streetcar Operators to fill Career
27 Service vacancies and to maintain a sufficient number of Reserve Streetcar Operators. This
28 recruitment will be limited to Full-Time and Part-Time Bus Operators. Full-Time and Part-Time Bus

1 Operators who are selected and meet the qualifications through this process will be placed on a
2 trainee list and receive training.

3 **B.** If at the end of a Streetcar Operator training class, RAIL has insufficient positions
4 for all trainees who pass the class, those who are not placed in a Career Service Streetcar Operator
5 position will return to their former positions until RAIL can appoint them to a Streetcar Operator
6 position. Employees who complete the training and become certified will be placed on a reserve list
7 in seniority order. When a Career Service position becomes available, it will be offered to those on
8 the reserve list by seniority.

9 **C.** A Reserve Operator who becomes a Career Service Streetcar Operator shall be
10 committed to their position in Streetcar per the terms of Article R6, Section 5 – Commitment to Rail.

11 **D.** If RAIL or METRO is unable to meet the staffing needs under the provisions in
12 Paragraphs A and B, RAIL may post and run a competitive recruitment open to external candidates.
13 Current Career Service bargaining unit Employees deemed qualified through this recruitment process
14 will be offered Streetcar Operator positions before hiring from outside the bargaining unit.

15 ***SECTION R15.3 – PROMOTIONAL LISTS***

16 **1.** If a Reserve Streetcar Operator accepts a Career Service Streetcar Operator
17 position, they will be removed from any of the other Operator lists (LLR, and PTO to FTO, and will
18 be ineligible to apply for any other Operator selection process for a period of six months from the
19 date of hire at Streetcar.

20 **2.** If a Reserve Streetcar Operator turns down an offer of appointment to a Career
21 Service Streetcar Operator position, they will be removed from the Streetcar Operator Reserve list.

22 **3.** The provisions of this AGREEMENT apply to job offers for training classes.

23 **4.** Transit Human Resources will notify all candidates in the job announcement for the
24 positions covered by this AGREEMENT about the provisions of this section of this AGREEMENT.

25 ***SECTION R15.4 – STREETCAR OPERATOR GUARANTEES***

26 **A.** Streetcar Operators will not be required to accept Part-Time status.

27 **B.** All runs and reports will be worked by Streetcar Operators, except as provided
28 elsewhere in this AGREEMENT.

1 C. All vacation reliefs will be worked by Streetcar Operators, except as provided
2 elsewhere in this AGREEMENT.

3 D. The Extra Board will be worked only by Streetcar Operators, except as provided
4 elsewhere in this AGREEMENT.

5 E. Except as provided in Section 10, O&M Supervisors will be limited to working no
6 more than 120 hours platform time per calendar year. When the total hours worked by O&M
7 Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours
8 worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds
9 the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident
10 one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL
11 agrees to provide the UNION with an accounting monthly or when requested, for the purpose of
12 enforcing this AGREEMENT.

13 F. All Streetcar Operators on their regular workdays will be paid straight through on
14 Saturdays, Sunday and modified schedule days.

15 G. Assignment of specials and extras will be made to Streetcar Operators before
16 being assigned to another classification.

17 H. Other Rail certified employees may operate in service in order to retain Rail
18 certification or in an emergency.

19 ***SECTION R15.5 – GENERAL CONDITIONS***

20 A. Each Streetcar Operator will sign in for their work. When a Streetcar Operator
21 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
22 on report to take the assignment.

23 B. If no Streetcar Operator is available to work, other certified employees may be
24 used to sustain service until a Streetcar Operator is located to perform the work.

25 C. Any Streetcar Operator not being relieved when arriving at the relief point will call
26 the O&M Supervisor and inform them that no relief Streetcar Operator is present. If the Streetcar
27 Operator does not wish to continue working, they shall request to be relieved. RAIL must relieve the
28 Streetcar Operator within one and one-half hours.

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

3 **E.** The cutoff time for calling to be removed from the sick list, and for signing the day
4 off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., they
5 may retain their following day’s full assignment by calling off the sick list at least one hour prior to
6 the start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.

7 **F.** At each pick, a Streetcar Operator may indicate their preference regarding training
8 assignments. RAIL will attempt to accommodate a Streetcar Operator’s preference when assigning
9 students; however, any Streetcar Operator may be given a training assignment if necessary. Trainees
10 shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
11 determines that safety would be jeopardized.

12 **G.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
13 trip, except when:

- 14 1. The revenue trip is less than 15 minutes long, or
- 15 2. The revenue trip is the last revenue trip before the streetcar returns to the
16 base, or
- 17 3. The revenue trip is live-looped or through-routed, or
- 18 4. The layover has been reduced by mutual agreement of the PARTIES.

19 When circumstances beyond the Streetcar Operator’s control result in less than five minutes
20 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
21 the next southern terminal, except on their last trip, provided the Streetcar Operator attempts to notify
22 the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION as
23 having insufficient layover time. The PARTIES agree to discuss layover times in the Joint
24 Scheduling committee meetings.

25 **H.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
26 layover in assignments over five hours in length and an additional 15-minute layover in weekday
27 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it
28 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a

1 service report. "Length" equals report, travel and platform time, but does not include bonus time.

2 I. Each day, METRO guarantees that for every 45 Operators normally scheduled to
3 work on that day, rounded to the nearest 45, one Operator shall be excused from their assignment.
4 Request for AC days off may not be entered into the day off book more than one calendar month in
5 advance of the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day
6 prior. An Operator who has had the same day of the week off in the last three (3) weeks and/or has
7 no vacation leave or AC time shall be moved to the bottom of the list. If workforce allows, more
8 than one Operator can be excused for the day. These guarantees are subject to Article R12, Section
9 10, Paragraph D.

10 J. All assignments shall be completed within a maximum 14-hour spread or up to 16
11 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start
12 time of the first assignment following at least ten continuous hours off.

13 K. When a Streetcar Operator presents a valid medical restriction which prevents
14 operation of the equipment or in the facility of their assignment, METRO will work with the UNION
15 to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-up.

16 ***SECTION R15.6 – RUNS***

17 A. There shall be two types of Streetcar Operator runs.

18 1. A "straight run" will consist of straight-through work including platform,
19 report, travel time and other duties as assigned (within the Employee's job classification).

20 2. A run combination or "combo" will consist of two or three pieces of work
21 which are at least seven hours and eleven minutes in total work time, including platform, report,
22 travel time, and other duties as assigned (within the Employee's job classification), and which are
23 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through
24 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and
25 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

26 B. At least 75% of all runs Monday through Saturday will be straight runs. Combos
27 on Saturdays shall be paid straight through. There shall be no combos on Sundays.

28 C. Runs shall be determined by RAIL in accordance with the provisions in this

1 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
2 defined as a “tripper”.

3 D. Any Extra Board Streetcar Operator working a regularly-scheduled run shall be
4 paid the regularly-scheduled run pay.

5 E. Runs and combos may be broken into trippers on the same day in order to allow
6 RAIL to fill all work. Combos may be broken into their respective pieces as trippers the day before
7 during the planning process for the Extra Board.

8 **SECTION R15.7 – STREETCAR OPERATOR PICKS**

9 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of
10 packaged assignments and RDOs, Extra Board positions, and vacations.

11 B. Streetcar Operators will have two system wide picks, at least 20 weeks apart.

12 C. Copies of the pick schedule will be posted in the base and in the UNION office at
13 least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,
14 certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

15 D. A Streetcar Operator who wishes to select an assignment must select an
16 assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree
17 otherwise.

18 E. RAIL will determine the Regular work assignments and the number of Extra Board
19 positions and Extra Board RDO combinations. Copies of all assignments will be posted in the base
20 six days prior to the start of the assignment selection.

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

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

26 H. No Streetcar Operator will be forced to pick an assignment of runs which would
27 result in less than ten hours off between consecutive workday assignments, or less than 56 hours off
28 on their two consecutive RDOs.

1 I. The pick will be conducted by guidelines mutually established by the PARTIES.
2 No Streetcar Operator shall be compensated for time spent in the selection process, unless it is during
3 their regular work hours. A UNION representative shall be present and shall certify the pick.

4 J. A Streetcar Operator, who fails to appear at their scheduled pick time and who does
5 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected
6 for them by the UNION representative. The UNION representative shall make an effort to select an
7 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
8 not be subject to the grievance/arbitration procedure.

9 K. Each Streetcar Operator must pick work which is compatible with any existing
10 medical restrictions they have on file with METRO. Failure to do so will result in a forfeiture of the
11 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
12 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
13 restriction.

14 L. To meet specific service needs, RAIL may identify specific days on which
15 Streetcar service will operate on a schedule different than the regular schedule. Such schedule
16 deviation days may include a change in the hours of service, the frequency of service, and/or the
17 number of cars in service during any portion of the service day. Any day identified by RAIL that will
18 have a schedule deviation will be posted at the pick. Each Regular Streetcar Operator working on
19 their regular workday will pick their assignment, by seniority. Regular Streetcar Operators may
20 select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned
21 work will go to the Extra Board Streetcar Operators scheduled to work that day.

22 M. A Streetcar Operator who has been unable to work for 30 calendar days or more
23 must be medically released for full duty effective the first day of the shake-up to be on the pick
24 schedule. Such Streetcar Operator will not be allowed to pick an assignment except by mutual
25 agreement between the PARTIES. A Streetcar Operator who returns to duty without a picked
26 assignment will be placed on an assignment mutually agreeable to the PARTIES.

27 N. After the Streetcar operator pick, Streetcar will establish Extra Board positions and
28 RDO combinations for pick by Reserve Operators. Reserve Operators will pick extra board positions

1 and RDO combinations based on seniority at least seven days before the start of the new shake up.

2 ***SECTION R15.8 – MOVE-UPS***

3 A. If regular or Extra Board assignments become vacant, less senior Streetcar
4 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
5 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
6 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
7 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations or
8 positions become available, Extra Board Streetcar Operators at the base who could not have picked
9 these RDO combinations or positions may choose the new RDO combinations or positions. Streetcar
10 Operator move-ups will be conducted only when they can be implemented at least 28 calendar days
11 prior to a shake-up.

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

15 ***SECTION R15.9 – VACATION SELECTION***

16 A. Vacations will be picked once per year. Available vacation blocks will be for a
17 full year.

18 B. Vacations may be split into periods of one or more full weeks.

19 C. METRO shall determine the number of vacations offered in each period. Each
20 year, METRO shall furnish the UNION with a list of vacation periods.

21 D. Employees may only pick vacation hours totaling up to their balance at the time of
22 the pick. After the vacation pick, any other vacation requests will be considered on a first come, first
23 served basis.

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

26 F. After a vacation relief has been assigned to an Extra Board Streetcar Operator,
27 there shall be no changes in vacation unless agreed by the Streetcar Operator who is assigned the
28 vacation relief.

1 G. A Streetcar Operator may, with METRO approval, change their vacation at the
2 base to a period which they did not have the seniority to pick provided the available period(s) are
3 posted at least one week in advance.

4 H. A Streetcar Operator may otherwise use vacation in increments of one or more
5 hours, provided they have vacation available and subject to advance approval by their Chief.

6 I. Reserve Streetcar Operators shall keep all approved vacations picked on the bus
7 side. Vacation changes may be allowed, if/when agreed by METRO.

8 J. When a Streetcar Operator picks vacation they must have the vacation balance on
9 the books at that time to cover the picked vacation.

10 ***SECTION R15.10 – EXTRA BOARD***

11 A. Extra Board Streetcar Operators shall bid three times a year (with other Streetcar
12 Operators).

13 B. Extra Board Streetcar Operators shall bid for two consecutive RDOs.

14 C. Extra Board Streetcar Operators shall bid on chronological position on the Extra
15 Board (“1”, “2” or “3”).

16 D. Extra Board Streetcar Operators may exercise classification seniority to work
17 regular runs that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained
18 absence of more than one week.

19 E. During a shake-up, any newly hired career service Streetcar Operators will select
20 from open positions based on seniority. If no open positions are available, new career service
21 Streetcar Operators shall be placed two positions up from the bottom of the Extra Board at First Hill
22 Streetcar and one up from the bottom at South Lake Union Streetcar.

23 F. All work assigned to an Extra Board Streetcar Operator as part of their regular
24 workday assignment will be within a spread of 14 hours except in the case of an emergency.

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

1 **H.** The Extra Board work shall be assigned according to the following rules:

2 **1.** Extra Board Streetcar Operators shall work all assignments as assigned by
3 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
4 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
5 description. Assignments may include “Report” time assignments as determined by an O&M
6 Supervisor.

7 **2.** All work shall be assigned to the Extra Board, from the top of the board
8 down, according to quit time, with the earliest quit assigned first.

9 **3.** Quit time of special work shall be estimated by RAIL for the purpose of
10 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
11 time.

12 **4.** If two or more Streetcar Operator assignments quit at the same time, they
13 shall be assigned as follows:

- 14 **a.** A run will be assigned before a report.
- 15 **b.** An assignment with more pay will be assigned before an assignment
16 with less pay.
- 17 **c.** If two assignments pay the same, the assignment with the lesser
18 amount of work including report time and travel time will be assigned first.
- 19 **d.** If two assignments pay the same and have the same amount of work
20 including report time and travel time, they will be assigned at the discretion of RAIL.

21 **5.** If the number of Extra Board Operators available for work on a regular
22 workday is greater than the number of available runs, reports and special work which fits the
23 definition of a run, then tripper combinations may be inserted in the assignment sequence according
24 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
25 under seven hours and eleven minutes at METRO’s discretion. Tripper combinations with more than
26 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
27 minutes or less will be paid straight-through.

28 **6.** If the number of Extra Board Streetcar Operators available for work on a

1 regular workday is less than the number of available runs and special work which fits the definition
2 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

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

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

12 9. The following provisions shall apply to Extra Board Streetcar Operators who
13 choose vacation reliefs or long term unavailability:

14 a. Extra Board Streetcar Operators may request to work the runs of
15 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, unpaid leave of
16 absence of one week or more or other long term absences. Long Term Unavailability will be posted
17 for all work that is vacant for more than one week, except vacations. The long term unavailability
18 open work will be posted for seven (7) days and only operators on the Extra Board with the same
19 RDOs will be eligible to submit a request for this work. The long term unavailability open work will
20 be awarded to the Extra Board operator with the most seniority with matching RDOs. Vacant runs
21 may be picked as vacation reliefs until they are filled by a move-up. Streetcar Operators will pick
22 this work by seniority.

23 b. When a vacation relief or long term unavailability assignment ends,
24 the Extra Board Streetcar Operator shall revert to their regular picked position on the Extra Board
25 without any penalty to RAIL. This Streetcar Operator then becomes eligible for the next available
26 vacation relief, or remainder of an unpicked vacation relief, according to seniority. Such Streetcar
27 Operators shall retain the RDOs of the vacation relief through the remainder of the pay week.

28 c. Extra Board overtime policies remain unchanged.

1 6. No Extra Board Streetcar Operator will be required to work prior to report
2 time.

3 L. Extra Board Operators will be used to fill assignments at all operating bases. Extra
4 Board Operators will report to the base they are assigned to in the planning process. If assigned to a
5 base other than their home base during the planning process, Operators will be paid a seven percent
6 (7%) premium for that shift to compensate for travel to and from their Home Base to balance work. If
7 assigned to a base other than their home base following the planning process, Streetcar Operators will
8 remain on paid time to travel to and from their assigned base and will not be eligible for the 7%
9 premium pay.

10 ***SECTION R15.11 – OVERTIME***

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

15 B. Any Streetcar Operator working a regular run on their RDO shall be paid for eight
16 hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Streetcar
17 Operator who works two separate and complete runs on the same day will be paid such guarantee for
18 each run. A Streetcar Operator assigned overtime on their RDO, per Paragraph C.2 and C.4, shall be
19 guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.

20 C. If overtime is available it shall be assigned by seniority with the greatest pay time
21 first, according to the following Streetcar Operator sequence:

- 22 1. Extra Board Streetcar Operators on regular workday within their stated
23 preference.
- 24 2. Extra Board Streetcar Operators on an RDO.
- 25 3. Regular Streetcar Operators on regular workday.
- 26 4. Regular Streetcar Operators on an RDO.
- 27 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding
28 their stated preference, except as provided in Section 5, Paragraph J.

1 6. Available O&M Supervisors shall be offered an opportunity to work
2 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have
3 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on
4 both their regular workdays or on their regular days off.

5 7. Extra Board Streetcar Operators on regular workday forced in inverse order
6 of seniority.

7 D. No Streetcar Operator shall be required to work on their RDO. No Regular
8 Streetcar Operator shall be assigned overtime work unless they volunteer for such work.

9 E. Any Streetcar Operator volunteering for overtime shall be required to work the
10 overtime assigned.

11 F. An Extra Board Streetcar Operator may request to add or remove overtime
12 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
13 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
14 with Paragraph C.7.

15 G. A Regular Streetcar Operator may request to be added to or removed from the
16 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be
17 effective Saturday.

18 H. During a Streetcar Operator’s eight-hour shift, RAIL may require the Streetcar
19 Operator to remain available to continue to perform work within their job classification.

20 ***SECTION R15.12 – SPECIAL ALLOWANCES***

21 A. No less than ten minutes report time shall be paid at the applicable rate.

22 B. Employees will receive pay for all time spent meeting with their supervisor when a
23 supervisor requests a meeting or completing written reports if the time worked is before or after
24 regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to pay
25 Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any time
26 actually worked and will pay overtime as required by both this AGREEMENT and by state and
27 federal law.

28 C. A Streetcar Operator who is not on report shall be paid a minimum of one hour

1 straight-time pay for a streetcar change.

2 **D.** In addition to receiving straight-time pay at the applicable rate, a Streetcar
3 Operator shall receive the equivalent of one additional hour of straight-time pay for each day spent
4 instructing a student.

5 **E.** If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the
6 overtime rate applies, they will be paid at the overtime rate or receive the minimum tripper time,
7 whichever is greater.

8 **F.** The minimum time paid, including report and travel time, for regularly-scheduled
9 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half
10 hours straight-time pay (one hour forty minutes overtime pay).

11 **G.** An Extra Board Streetcar Operator, who works past a twelve-hour spread on a
12 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
13 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
14 hours.

15 **H.** Each Regular or Extra Board Streetcar Operator, who works a combo or frag
16 having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the
17 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-
18 half for time in excess of 10-1/2 hours.

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

21 **J.** A Streetcar Operator who is relieved on the road and is directed by METRO to
22 return to the base to submit an accident or incident report or a found item will be paid travel time at
23 the applicable rate.

24 **K.** Employees are directed to inform METRO via the sundry sheet of any excess time
25 worked so METRO may enter that time into the payroll system and compensate the Employee for
26 their work.

27 ***SECTION R15.13 – UNIFORMS***

28 **A.** If Streetcar Operators are required to wear uniforms that are different from those

1 of FTOs, then upon completion of training and after certification, a newly hired Streetcar Operator
2 shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to the extent that
3 these articles of clothing differ from Bus uniforms. Thereafter, the uniform allowance shall be
4 available annually on the Streetcar Operator's anniversary date.

5 **B.** A uniform allowance of twelve times the top step FTO wage rate on January 1 of
6 each year shall be available annually on each Streetcar Operator's certification date. FTOs who
7 move from Bus to Streetcar, will continue to receive their uniform allowance on their original Bus
8 qualification date. The uniform allowance may be used only to purchase authorized uniform items.
9 A Streetcar Operator who does not pick an assignment and who is not required to be in uniform will
10 have their uniform allowance for the following year reduced by one-third of the annual allowance for
11 each shake-up on such status.

12 **C.** Uniform allowance balances may be carried over if unused. A Streetcar
13 Operator's accrued allowance may not exceed 25 times the top step FTO wage rate as shown in
14 Exhibit RA.

15 **D.** Streetcar Operators are required to be in uniform while on duty. When uniform
16 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M
17 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from
18 work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall
19 be considered acceptable uniform attire.

20 **E.** Footwear designated by RAIL may be purchased with the uniform allowance.
21 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
22 over two inches high.

23 **F.** All uniform items will be union made, unless mutually agreed between the
24 PARTIES.

25 ***SECTION R15.14 – RESERVE STAFF FOR STREETCAR OPERATORS***

26 **A.** When there is no immediate need to fill regular vacancies in Streetcar, Reserve
27 Streetcar Operators will return to their Bus positions. Reserve Streetcar Operators shall remain
28 classified as Bus Employees after their certification at Streetcar.

1 **B.** As needed, RAIL will offer temporary Streetcar assignments of two weeks or
2 longer to Employees on the Reserve list in order to fill temporary RAIL workforce shortages. The
3 temporary assignment will be offered to Operators on the Streetcar Operator Reserve list in seniority
4 order. Such work will be assigned to Reserve Streetcar Operators who are available for the
5 assignment.

6 **C.** FTOs and PTOs (Streetcar Reserve Operators) who have been trained as Streetcar
7 Operators will be added to the Extra Board.

8 ***SECTION R15.15 – ATTENDANCE***

9 **A.** The PARTIES recognize that RAIL provides an essential public service and that
10 Employees have the responsibility and the obligation to report for all assignments unless previously
11 excused.

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

14 **C.** An Employee requesting work on their RDO, who fails to report for work or who
15 reports for work late, will be subject to the policies defined in this AGREEMENT.

16 **D.** Misses include late reports, unexcused absences and absences. All misses shall be
17 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
18 controls:

19 • First – Informational Notice.
20 • Second – Oral Reminder.
21 • Third – Written Reminder and the Employee will be offered a program of
22 assistance from both PARTIES in developing a plan to improve attendance. This program will
23 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
24 and the UNION Officer/designee will meet with the Employee to write the details of the program,
25 which will be specific to the Employee.

26 • Fourth – One-day suspension, unless the Employee has a five-year record of
27 less than three misses per year, in which case another Written Reminder shall be issued. Whether
28 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

1 • Fifth – Discharge, unless RAIL determines that an additional suspension
2 may be sufficient to correct the Employee’s attendance problem.

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

4 • First through third – Informational Notice.
5 • Fourth – Oral Reminder and Employee will be offered a program of
6 assistance from both PARTIES in developing a plan to improve attendance. This program will
7 include a referral to the Employee Assistance Program (EAP). The METRO unit
8 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
9 of the program, which will be specific to the Employee.

10 • Fifth – Written Reminder.
11 • Sixth – Review of program of assistance; Explanation of Attendance
12 Probation.
13 • Seventh – One-day suspension. Placement on Attendance Probation. This
14 counts as FIRST probationary absence.

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

17 1. The attendance probation will begin on the calendar day following the
18 Employee’s seventh miss.

19 2. The Employee will be offered a program of assistance from the PARTIES
20 in developing a plan to improve attendance. This program will include a referral to the Employee
21 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
22 will meet with the Employee to write the details of the program, which will be specific to the
23 Employee.

24 3. During the attendance probation, the language of Paragraph H will not
25 apply.

26 4. For each miss that occurs during the attendance probation, the Employee
27 will be informed in writing of their status.

1 **5.** The Employee will be allowed no more than three misses in each of the two
2 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
3 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
4 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).
5 An Employee who successfully completes the two twelve-month periods will no longer be on
6 attendance probation.

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

9 **7.** The attendance probation periods will be extended by any unpaid leave,
10 industrial injury, or other protected leave in excess of ten consecutive calendar days.

11 **G.** Four consecutive workdays of absence without leave may be considered a
12 resignation or grounds for termination, as appropriate, taking into consideration mitigating
13 circumstances.

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

21 **I.** Misses for Streetcar Operators include:

22 **1.** Unexcused Absence – Failure to report within one hour after designated
23 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before
24 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
25 for the day. However, if an Employee is incapable of complying with these requirements to timely
26 report based on a condition listed in Article R11, Section 4, they will be excused if the request is
27 properly submitted within five (5) days of returning.

1 2. Late Report – Reporting to work late from two minutes up to one hour after
2 designated report time.

3 3. Absence – An unexcused absence which has been changed to an absence.

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

7 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
8 minor infraction, as defined in Article R4, Section 3.

9 **L.** The procedure for late reports and absences for Streetcar Operators shall be as
10 follows:

11 1. If the assigned Operator signs in or reports to their assigned work location
12 within two minutes after the report time they will be allowed to work their assignment and shall not
13 receive a late report. The clock in the reporting area will be used to determine time. If there is a
14 dispute as to the accuracy of the clock in the reporting area, the LCC’s clock will be determinant.

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

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

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

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

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

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

8 **M.** The procedures for changing misses to absences or excused absences shall be as
9 follows:

10 **1.** A Streetcar Operator may provide a written request to the immediate
11 supervisor the same day as their unexcused absence. If such request is granted, the Streetcar
12 Operator either will be placed at the bottom of the report list for work later in the day at minimum
13 pay of two and one-half hours or will be told to return home.

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

18 **N.** The procedure for Streetcar Operators coming off the sick list shall be as follows:

19 A Streetcar Operator coming off the sick list must notify the Streetcar base that they are
20 assigned to by 10:00 a.m. in order to be scheduled for work the next day. One continuous incident of
21 sick leave will be charged to an Operator who anticipates returning to work and comes off the sick
22 list prior to 10:00 a.m., but whose licensed practitioner will not release the Operator for duty the
23 following day.

24 **ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES**

25 ***SECTION R16.1 – DEFINITION OF EMPLOYEES***

26 A “Streetcar Maintenance Employee” shall mean a person employed by RAIL on a regular
27 full-time continuing basis to service and maintain streetcar equipment and/or facilities and other
28 duties as determined by RAIL in the following classifications.

- Electromechanics
- Maintenance Service Center Worker
- Rail Service Worker
- Track and Right of Way Maintainer

SECTION R16.2 – HIRING

Streetcar Maintenance Employees shall be hired through an open and competitive recruiting process.

SECTION R16.3 – GENERAL CONDITIONS

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

B. When it is necessary to ensure safety, shop trucks will carry an additional qualified Employee. No Employee will be required to perform an unsafe procedure.

C. When an Electromechanic is sent to work at a base they did not pick, also known as “inter-basing”, the following will apply:

1. Electromechanics will report to the base where they picked and sign-in for work.
2. RAIL is responsible for transporting the Employee to and from the other base assignment.
3. Electromechanics will sign out from the base they picked.
4. Electromechanics are paid for all time between sign-in and sign-out, including travel time.

SECTION R16.4 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee’s pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours straight-time pay for each regularly scheduled workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift will be completed within a continuous eight hour period, and will include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the

1 “straight through” graveyard shift, there is an expectation that quantity of work will not decrease
2 partly because the overlap/turnover time at the ends of the graveyard shift will be shortened.
3 Employees who pick a regular schedule consisting of an alternative workweek will be governed by
4 the provisions in Article R13.

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

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

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

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

15 **F.** For holiday work assignments, RAIL will determine the staffing needs for each
16 shift. When RAIL has determined which classifications will be required to work, Employees in those
17 classifications will be offered the holiday assignment in seniority order, as follows:

- 18 1. Employees on regular workday.
- 19 2. Employees on their RDO
- 20 3. By inverse seniority to Employees on regular workday.

21 ***SECTION R16.5 – PICKS AND MOVE-UPS***

22 **A.** Two times each year, consistent with Streetcar Operator picks or when a facility
23 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each
24 shift shall be posted.

25 **B.** At the pick, each Employee listed in Section 1 will be permitted to select shift
26 (when applicable), and their two consecutive RDOs. Specific duties within a classification also may
27 be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
28 Manager/designee will meet with the UNION Executive Board Officer for Rail and the

1 President/Business Representative/designee to discuss and identify any ongoing or planned special
2 projects that may be appropriate for posting on the pick sheets.

3 C. Copies of the pick schedules and shifts will be posted ten calendar days prior to the
4 start of the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the
5 posting, RAIL will notify the UNION before the modification is posted. No changes will be made
6 less than five calendar days prior to the pick.

7 D. An Employee shall be compensated for the time spent in the selection process
8 when it is during their work hours.

9 E. UNION representatives for Maintenance will be present and facilitate the pick.

10 F. An Employee, who is unable to attend the pick, can submit an absentee pick form
11 with the RAIL designee, as identified on the pick schedules, indicating their work preferences. The
12 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will
13 result in the UNION representative picking an assignment for the Employee. The UNION
14 representative shall make an effort to select an assignment comparable to the last picked position
15 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to
16 the grievance/arbitration procedure.

17 G. When RAIL determines that an Employee will be unavailable for work for an
18 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
19 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they
20 may return to their previous picked position, if such still exists, or to a position as close as possible to
21 the assignment they were working previously. RAIL and the Employee may mutually agree to a
22 different assignment, and the UNION will be notified.

23 H. If a vacant position is to be filled, Employees in that classification at that base may
24 have a move-up. The UNION will be notified and effect the move-up.

25 I. The Streetcar Electromechanics shall pick from among the positions at Streetcar.

26 J. For a two week block, Rail Service Workers shall be assigned to report to a
27 particular base to sign in. However, on a daily basis, Rail Service Workers may be assigned to work
28 any base. If RAIL expands to hire more than one RSW, the RSWs will pick at a specific base.

1 **SECTION R16.6 – VACATION SELECTION**

2 A. Vacations will be picked once per year. Available vacation blocks will be for a full
3 year.

4 B. A minimum of one Employee per base will be allowed on vacation at any one
5 time.

6 C. Vacation may be split into blocks of one or more full weeks. The selection of
7 vacations by Employees shall be extended over the entire payroll year. An Employee who takes their
8 vacation in two or more blocks shall select the second block of their vacation after all Employees in
9 their classification have made their first selection; their third selection after all Employees in their
10 classification have made their second selection; etc., until all blocks of the vacation have been
11 selected. Picked vacation blocks will begin or end with the Employee’s RDO.

12 D. Employees may use vacation or accumulated accruals in increments of one or
13 more hours, provided they have available vacation or accumulated time and subject to advance
14 approval by their immediate supervisor.

15 **SECTION R16.7 – OVERTIME**

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

19 B. 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 graveyard shift shall be paid at the
22 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at
23 the graveyard shift overtime rate of pay.

24 C. Overtime assignment of four hours or less will be offered, by seniority at a
25 location, to qualified Employees who are working the shift preceding or succeeding the shift where
26 the work is to be accomplished and/or performed.

27 D. Overtime assignments of more than four hours will be offered, by seniority at a
28 location, to qualified Employees, including Employees on their RDO.

1 E. Overtime assignments of eight or more hours will first be offered to qualified
2 Employees at a location who are on their RDO before it is split and offered in smaller pieces.

3 F. Should no Employee at a location accept the overtime assignment, it may be
4 offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign
5 the work at a location to a qualified Employee, it may choose to assign the overtime to the least
6 senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the
7 overtime may be assigned to the next least senior qualified Employee who is reasonably available.

8 G. An Employee who is scheduled for paid time off, and who is interested in working
9 on the RDOs preceding or succeeding their paid time off, must provide written notice to their
10 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
11 these RDO's also require this notice. For overtime assignment, they will be considered in seniority
12 order in accordance with Paragraphs D and E.

13 H. In the case of an extreme emergency, RAIL can assign overtime work to any
14 certified Employee. An Employee who works overtime during an extreme emergency shall be
15 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
16 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-
17 day period. An Employee may voluntarily waive the time off required in this Paragraph.

18 I. An Employee, who has gone home after their regular shift and who is called back to
19 work and reports for work, will be guaranteed at least four hours pay at the overtime rate.

20 J. An Employee called in before their regularly-scheduled report time and in
21 conjunction with their regular shift will be paid for actual hours worked.

22 ***SECTION R16.8 – SHIFT DIFFERENTIAL***

23 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.
24 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
25 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

26 ***SECTION R16.9 – SPECIAL BENEFITS***

27 A. For 2023, a tool allowance of \$903 shall be provided to Employees who were
28 permanently assigned as of January 1, 2023. Following 2023, a \$941 tool allowance shall be provided

1 annually, on Employees' regular paychecks, not later than the last paycheck of March of each year, to
2 Employees permanently assigned between January 1st the same year and the last day of the pay
3 period which the tool allowance is issued, to the Streetcar Maintenance Employees in the
4 classification Electromechanic. No Employee may collect more than one tool allowance in a year.

5 Employees who receive a tool allowance will be allowed to purchase tools at the discounted
6 rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL.

7 Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours
8 and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the
9 tool allowance/discount shall be the personal property of the Employee.

10 Shop tools shall be provided to Rail Service Workers, Maintenance Service Workers, and
11 Track and Right of Way Maintainers who support the streetcars. These job classifications are not
12 entitled to a tool allowance.

13 **B.** Each Streetcar Electromechanic shall receive their choice of coveralls or a clean
14 uniform (pants and shirt) daily.

15 **C.** Any Employee who is required to work in inclement weather or hazardous areas
16 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
17 to Personal Protective Equipment (PPE), a rain set, hat and boots. Each Employee is required to wear
18 footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied
19 toward purchases of footgear (one pair of boots, socks, and cushioned inserts as identified in the
20 METRO voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase
21 work socks. The maximum METRO contribution paid by such voucher shall be \$220 (plus sales tax)
22 per Employee as provided in Paragraph D.

23 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and
24 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

25 **E.** When an Employee is informed during their regular shift that overtime in excess of
26 two hours beyond the end of the regular shift will be required, or when an Employee is called at
27 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-
28 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

1 F. Except where modified by historical practice, agreement, or mutual understanding,
2 duties traditionally performed by Streetcar Electromechanics, will be performed only by Employees
3 working in that classification.

4 G. RAIL shall respect the classification boundaries that are established in the
5 classification specifications for Streetcar Vehicle Maintenance jobs; however it is agreed that the
6 incidental assignment of cross-classification work is allowed. No Employee shall be expected to
7 perform work for which they have not been adequately trained or which is unsafe. If the UNION
8 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall
9 convene special Labor-Management discussion to attempt to address the UNION's concerns over
10 staffing levels and work assignments.

11 H. Streetcar Electromechanics may use the ten minutes prior to the end of their
12 workday for personal clean-up.

13 I. When upgraded to a Lead position, the Employee shall receive the Lead rate of pay.
14 When upgraded to any other classification, an Employee shall be paid according to Article R3.
15 However, no upgraded Employee shall be paid more than the top step of the classification to which
16 they have been upgraded.

17 J. RAIL will provide a secure area at each work location for UNION related materials
18 accessible to all UNION representatives at that location.

19 K. An Employee who is assigned to train an Intern, Trainee, or O&M Supervisor-in-
20 Training, or other Streetcar employee, on Maintenance proficiency requirements, will receive a 10%
21 premium under the following circumstances, and is only paid for actual time spent training. Leads
22 are not eligible for training pay. Time spent training a Trainee, Intern, or O&M SIT, or other
23 Streetcar employee, must be pre-authorized in writing and involve active instruction. Training Pay
24 will not be offered for any other types of intern, apprentices, or for peer-to-peer training or orienting
25 new Employees.

26 L. Employees covered by this Article shall be eligible for a reimbursement of \$250
27 toward the purchase of one pair of prescription safety glasses every three (3) years.

28 ***SECTION R16.10 – ATTENDANCE***

1 A. The PARTIES recognize that Maintenance duties and functions are time critical
2 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar
3 Electromechanics will be subject to the following terms, which supersede any conflicting provisions
4 elsewhere in this AGREEMENT.

5 B. Maintenance will monitor and record attendance using the terms of late occurrence
6 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
7 call one-half hour before their shift to request unscheduled leave and then are requested to come to
8 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
9 time to make up lost time.

10 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
11 follows:

- 12 1. An Employee may complete any time left on their shift.
- 13 2. An Employee may work a full eight hours, or ten hours for a 4/40
14 Employee, even though this work would continue into the next shift.
- 15 3. An Employee may not use AC time or vacation to make up lost time.
- 16 4. An Employee will be paid for actual hours worked at their scheduled rate of
17 pay.
- 18 5. A late occurrence shall not create an overtime opportunity for the late
19 Employee. No grievances will be filed by other Employees claiming overtime infringements should
20 an Employee elect to work their full shift and the time worked extends into another shift.

21 6. Late occurrences will be recorded in a 180-day rolling time frame as
22 follows:

- 23 a. 1st through 3rd occurrence – Employee will sign Employee Absence
24 Report Form.
- 25 b. 4th occurrence – Employee will sign Employee Absence Report
26 and Employee will receive an Oral Reminder. The Employee will
27 be offered a program of assistance from both PARTIES in
28 developing a plan to improve attendance. This program will include

1 referral to the Employee Assistance Program. The Metro unit
2 superintendent/chief and the UNION Officer/designee will meet
3 with the Employee to write the details of the program, which will
4 be specific to the Employee.

- 5 c. 5th occurrence – Employee will sign Employee Absence Report
6 and Employee will receive a Written Reminder.
- 7 d. 6th occurrence – One-day suspension without pay.
- 8 e. 7th occurrence – Discharge, unless METRO determines that an
9 additional suspension may be sufficient to correct the Employee’s
10 attendance problem.

11 **D. Unexcused absences (over two hours late) shall be managed and recorded as**

12 follows:

- 13 1. An Employee may complete their shift only.
- 14 2. An Employee may not use AC time or vacation to supplement their regular
15 shift pay.
- 16 3. Such Employee is not eligible for overtime that day.
- 17 4. Unexcused absences will be recorded in a twelve-month rolling time frame

18 as follows:

- 19 a. 1st occurrence – Employee will sign Employee Absence Report and
20 Employee will receive an Oral Reminder.
- 21 b. 2nd occurrence – Employee will sign Employee Absence Report
22 and Employee will receive a Written Reminder. The Employee will
23 be offered a program of assistance from both PARTIES in
24 developing a plan to improve attendance. This program will include
25 referral to the Employee Assistance Program. The Metro unit
26 superintendent/chief and the UNION Officer/designee will meet
27 with the Employee to write the details of the program, which will
28 be specific to the Employee.

1 c. 3rd occurrence – One day suspension without pay.

2 d. 4th occurrence – Discharge, unless METRO determines that an
3 additional suspension may be sufficient to correct the Employee’s
4 attendance problem.

5 E. An occurrence which results in a second one-day suspension within 180 calendar
6 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO
7 determines that an additional suspension may be sufficient to correct the Employee’s attendance
8 problem.

9 F. Extenuating circumstances will be considered. Any request by an Employee to
10 have a late occurrence or unexcused absence removed from the attendance management record must
11 be presented to the immediate supervisor in writing, within five workdays of the occurrence. An
12 Employee who had a late occurrence or unexcused absence removed from the attendance
13 management records has the option to use vacation leave or AC time, as appropriate, to make up lost
14 time.

15 G. The PARTIES agree to review this Section on an annual basis.

16 ***SECTION R16.11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS***

17 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management
18 Relations Committee as needed.

19 **ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

20 ***SECTION R17.1 – DEFINITION OF EMPLOYEES***

21 An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time
22 continuing basis to supervise Streetcar Operations & Maintenance. An “Operations & Maintenance
23 Supervisor-in-Training (O&MSIT)” shall mean an Employee who is training to become an O&M
24 Supervisor.

25 ***SECTION R17.2 – MUTUAL RESPONSIBILITIES***

26 The management and direction of the work force, which includes, but is not limited to,
27 assigning work, clarifying all job specifications with regard to duties and setting performance
28 standards with input from O&M Supervisors, is vested exclusively in RAIL. This is limited only by

1 the stated conditions in this Article. Items not specifically addressed in this Article but covered in the
2 general Articles of this AGREEMENT shall also apply to Streetcar Supervisors. No changes in
3 existing rights or related conditions shall be made without first negotiating with the UNION.

4 ***SECTION R17.3 – O&M SUPERVISOR-IN-TRAINING***

5 A. All hiring processes for Streetcar O&M Supervisors will be open to all bargaining
6 unit Employees and outside applicants. If an insufficient number of Employees qualify through the
7 selection process, METRO will then screen, test, interview and hire outside applicants to these
8 positions. The qualification criteria will be the same for all applicants.

9 B. Employees are encouraged to apply for Streetcar O&M Supervisor positions. They
10 may apply and compete with internal and external candidates. Employees will receive an additional
11 5% on any passing test scores. Employees who are advanced to the interview stage will receive an
12 additional 5% added to their test scores. The ratio of Employee's preference compared to the
13 preference given to other King County employees will remain in full force and effect throughout the
14 duration of this AGREEMENT.

15 C. The following process is in effect for the O&M Supervisor-In-Training Program.

16 1. O&M Supervisor-In-Training vacancies shall be posted on METRO bulletin
17 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-
18 time service in the five years preceding the closing date for applications. Interested Employees must
19 formally apply through METRO's Transit Human Resources Office within the specific time frame
20 listed. Selection of O&MSIT candidates shall be the sole responsibility of METRO. The selection
21 process for O&MSITs shall be based on an Employee's ability, training, education, experience and
22 job performance, as determined by appropriate testing procedures and evaluations, which have been
23 and will continue to be developed with input from O&M Supervisors. An O&M Supervisor, selected
24 by Streetcar after consultation with the UNION, will be included in the O&MSIT candidate selection.

25 2. O&MSIT candidates may participate in an O&MSIT information session.
26 The information session is designed to give candidates an understanding of the skills that will be
27 required to be successful in the classification.

28 3. Successful candidates will be placed on an eligibility list with current

1 Streetcar employees listed first, in seniority order, followed by Employees from other parts of
2 METRO, in seniority order, followed by any external candidates. The O&MSIT candidates list will
3 remain in effect until exhausted. Candidates must meet eligibility criteria used for the recruitment
4 process at the time of appointment or they will be removed from the list. Once removed from the list,
5 an Employee must wait until the next recruitment to reapply. If O&MSITs remain on an O&MSIT
6 list when a new list is created, they shall be placed above all new O&MSIT candidates.

7 **4.** If an Employee accepts an opportunity to join the Bus or LLR SIT program
8 at METRO, they will be removed from the O&MSIT list. If they accept an opportunity to join the
9 O&MSIT program, they will be removed from any other SIT list.

10 **D.** Testing procedures for O&MSIT candidates shall be developed with input from
11 O&M Supervisors.

12 **E.** O&MSITs shall be subject to a training period for up to (12) twelve months,
13 during which time they shall be required to qualify as Dispatcher, Field Supervisor, and Operations
14 Controller. Failure to qualify shall result in a training review before termination as O&MSIT and
15 return to previous classification with no loss in seniority.

16 **F.** Streetcar shall establish and publish standards for qualification and, with input
17 from instructing O&M Supervisors, will determine in each case whether the O&MSIT has
18 successfully qualified.

19
20 **G.** Upon appointment, O&MSITs shall receive a voucher for four pairs of uniform
21 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be
22 issued to O&M Supervisors newly hired from Bus Supervisor positions.

23 **H.** After successfully completing the O&MSIT training period, the individual will be
24 qualified for the role of O&M Supervisor. If a vacancy exists, the qualified O&MSIT will be
25 promoted to a career service Supervisor position and be eligible to pick at the next scheduled pick.
26 However, if there are no vacancies available, the O&MSIT will return to their previous position and
27 will remain on the eligibility list until it is exhausted.

28 Once promotion is confirmed, the newly appointed O&M Supervisor shall have a six-month

1 probationary period, METRO will determine in each case whether the O&MSIT has successfully
2 completed the probation period. If not, with input from instructing O&M Supervisors, the PARTIES
3 can extend the probation period, METRO will then determine in each case whether the O&MSIT has
4 successfully completed probation. Any Employee who fails the probation period will be returned to
5 their previous position.

6 I. An O&MSIT shall not train another O&MSIT at any time.

7 J. An O&MSIT may be assigned to work shifts under direct supervision of an O&M
8 Supervisor.

9 K. Upon successful completion of training in all types of duties, an O&MSIT may
10 independently work shifts.

11 L. Upon qualification in a type of duty, an O&MSIT may be assigned work in that job
12 duty, at Streetcar's discretion.

13 M. Upon qualification in all types of duties, and by mutual agreement between the
14 PARTIES, an O&MSIT may be eligible to fill a vacant Supervisor position by seniority.

15 N. Upon qualification in a type of duty, an O&MSIT will be eligible to bid on
16 overtime in that type of duty. Overtime will be assigned according to the overtime procedures for
17 Supervisors.

18 O. The PARTIES agree to regularly discuss the progress of the O&MSIT program
19 during Streetcar LMRC meetings.

20 ***SECTION R17.4 – PICKS***

21 A. In the spring and fall of each year or when mutually agreed by the PARTIES, all
22 O&M Supervisor shifts will be posted for a general pick.

23 1. Copies of schedules and assignments to be picked will be posted at all work
24 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy
25 of this information.

26 2. After the posting, there will be a review period in which changes may be
27 made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by
28 the PARTIES.

1 3. Implementation of the spring pick will occur between April 1 and April 15
2 and implementation of the fall pick will occur between October 1 and October 15.

3 4. The two general picks will be held unless a special pick has occurred or is
4 scheduled to occur within 45 days of the general pick.

5 B. Shifts will be classified as regular and relief. O&M Supervisors will be permitted
6 to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
7 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
8 PARTIES.

9 C. An O&M Supervisor who does not pick must leave, with the UNION, at least three
10 choices of assignments in order of preference. Failure to do so will result in the UNION
11 representative making every effort to select an assignment comparable to the assignment last selected
12 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
13 An Employee shall not be compensated for time spent in the pick unless it is during their regular
14 working hours.

15 D. A UNION representative shall be present and certify the pick.

16 E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
17 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
18 the affected O&M Supervisor(s) and the UNION.

19 F. At each pick, O&M Supervisors may volunteer in writing to work overtime.

20 G. All block assignments shall have ten hours off between consecutive day's
21 assignments. Block assignments may include floating assignments at RAIL's discretion.

22 H. Shift schedules for holidays will be posted at pick.

23 I. An O&M Supervisor who has been unable to work for 30 consecutive days or more
24 must be medically released for full duty effective the first day of the shake-up to be on the pick
25 schedule. Such O&M Supervisors will not be allowed to pick an assignment except by mutual
26 agreement between the PARTIES. An O&M Supervisors who returns to duty without a picked
27 assignment will be placed on an assignment mutually agreed by the PARTIES.

28 **SECTION R17.5 – MOVE-UPS**

1 A. When a permanent vacancy occurs during a shake-up in any O&M Supervisor
2 position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in
3 seniority order to fully qualified O&MSITs.

4 B. Move-ups may not be requested during the last eight weeks of the current shake-
5 up.

6 **SECTION R17.6 – WORK ASSIGNMENTS**

7 A. All O&M Supervisors shall have regular shifts or relief shifts. All shifts will be
8 available for pick according to the pick guidelines.

9 B. All assignments in the classification of O&M Supervisor shall be completed within
10 a continuous eight- or ten- hour period.

11 C. Regular shifts shall be in blocks consisting of five consecutive days of regular
12 scheduled work (or four days if it is a 4/40 assignment) in a workweek, with each workday
13 guaranteed eight hours (or ten hours, if it is a 4/40 assignment) of pay. The RDOs for a regular shift
14 block shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All
15 regular shifts in the classifications of O&M Supervisor will be assigned in their entirety unless
16 otherwise approved by the Streetcar Section Manager. RAIL shall notify the UNION of such
17 cancellations within 24 hours or the next business day.

18 D. Relief shifts will be guaranteed 40 hours of pay per workweek, with an eight-hour
19 guarantee of pay each workday (or ten-hour guarantee of pay, if it is a 4/40 assignment). The
20 preliminary schedule listing available RDOs and shifts for Relief O&M Supervisors shall be posted
21 by Friday of the week before each pay period ends for the following pay period. There will be two
22 consecutive RDOs (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except
23 for Relief O&M Supervisors with Friday and Saturday RDO combinations switching to another RDO
24 combination or vice versa. RDOs will not be changed or cancelled without the consent of the
25 affected O&M Supervisor, except in an emergency. The RDOs for Relief O&M Supervisors may
26 change each pay period as a result of the availability of the assignments.

27 E. Monday prior to the end of each pay period, each Relief O&M Supervisor will
28 pick their assignment for the next pay period from the known available assignments and available

1 RDOs, by seniority. Available regular shift blocks consisting of a 40-hour week must be kept whole
2 along with the affiliated RDOs. Available work that is not a whole regular shift block (including
3 RDOs) may be assembled by RAIL into a whole regular block to create a 40-hour week with
4 consecutive RDOs. Each pay week will be picked separately. Assignments selected the first week
5 will not affect selections in the second week, except where minimum time off between shifts and/or
6 54 hours off for RDOs would be compromised. All O&M Relief Supervisors will pick their bi-
7 weekly work assignments before any overtime is sent out for bid.

8 **F.** If there are not enough work assignments for all Relief O&M Supervisors to
9 choose from, extra assignments may be created by RAIL. RAIL may change a Relief O&M
10 Supervisor's extra assignment by up to four hours, provided the change is made at least twelve hours
11 before the start time of the O&M Supervisor's extra assignment, except as provided in Paragraph H.
12 In an emergency, or with the Relief O&M Supervisor's consent, a Relief O&M Supervisor's extra
13 assignment may be changed by more than four hours and with less than twelve hours notice. Relief
14 O&M Supervisors who have picked extra assignments must check in between twelve and eight hours
15 prior to the scheduled start of the extra assignment to find out if there is a change. RAIL must notify
16 Relief O&M Supervisors of any change to an extra assignment.

17 **G.** All O&M Supervisors shall have at least 54 hours scheduled off for their two
18 consecutive RDOs.

19 **H.** RAIL agrees to assign all special assignments, tasks and projects by giving equal
20 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
21 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply
22 and selection shall be based on the above criteria if the special assignment, task or project is to exist
23 for 30 calendar days or more. If the special assignment, task or project is in excess of 90 calendar
24 days, the special assignment, task or project will be rotated among those O&M Supervisors who
25 applied and who meet the above criteria, provided the rotation does not result in project delay. RAIL
26 also recognizes the need for ongoing optional training programs which will allow O&M Supervisors
27 to become better qualified for their present work assignments or for advancement.

28 **I.** Except where modified by historical practice, agreement or mutual understanding,

1 any work that has been historically or traditionally performed by O&M Supervisors will not be
2 performed by any other individual.

3 **J.** When a shift remains unfilled within one hour of the start time of the shift and
4 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
5 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
6 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
7 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
8 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
9 change work assignments.

10 **K.** Should it become necessary to alter a shift during a shake-up and such alteration
11 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
12 requires an alteration in the start or quit times, such Employee may request that the PARTIES review
13 the matter.

14 **L.** RAIL will determine the staffing needs for each special event day. When RAIL
15 has determined which shifts will be required to work, O&M Supervisors will be offered the special
16 event assignment in seniority order, as follows:

- 17 1. O&M Supervisors on their regular workday.
- 18 2. O&M Supervisors on their RDO.
- 19 3. Should no O&M Supervisor accept the special event assignment it may be
20 assigned, by inverse seniority, to O&M Supervisors on their regular workday.

21 **M.** Known special event assignments shall be posted at the pick. Other special event
22 service that is not posted at the pick shall be made available through the assignment/overtime
23 process.

24 **N.** The O&M Supervisor has the option to choose regular shifts that may include Field
25 Supervisor assignments. If scheduled for a Field Supervisor assignment, the O&M Supervisor
26 (including Relief Supervisor) will report to their base of assignment but will be available to cover
27 both Streetcar alignments. In case of an emergency or with the O&M Supervisor's consent, RAIL
28 may change a Field Supervisor assignment to cover an open O&M shift at another base. In such

1 cases, RAIL must inform the O&M Supervisor of the change. Supervisor shall report to the
2 appropriate base. If they have reported to work, transportation will be provided.

3 ***SECTION R17.7 – SPECIAL ALLOWANCES***

4 An O&M Supervisor shall receive two hours straight-time pay in addition to regular
5 pay for each shift during which they instruct a new or nonqualified O&M Supervisor or an O&M
6 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This
7 pay will be contingent on the completion of an evaluation of the trainee’s performance.

8 ***SECTION R17.8 – OVERTIME***

9 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
10 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

11 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
12 pay of four hours. No O&M Supervisor will be required to work on their RDO except in an extreme
13 emergency.

14 C. All overtime will be assigned according to guidelines mutually developed and
15 agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment
16 sequence.

17 ***SECTION R17.9 – VACATION SELECTION***

18 The selection of vacation will follow those guidelines set for vacation selection and accrual in
19 Article R9 with the following exceptions:

20 A. At each pick, O&M Supervisors will select vacations in increments of no less than
21 five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second, third,
22 fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation
23 will be used in the selection of these periods.

24 B. The number of O&M Supervisors allowed on vacation during any period shall be
25 at least one.

26 C. O&M Supervisors may use vacation or accumulated accruals in increments of one
27 or more hours provided they have available vacation or accumulated time and subject to advance
28 approval by their immediate supervisor.

1 **SECTION R17.10 – SPECIAL BENEFITS**

2 A. Upon the approval of RAIL, at least one O&M Supervisor per day may be allowed
3 to use a personal holiday.

4 B. Annually, on the fourth Monday in January, a uniform allowance payable by
5 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year
6 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may
7 be carried over into the next year is \$500. The uniform voucher may be used only to purchase
8 authorized uniform items. When an O&M Supervisor needs to replace their all-weather parka or
9 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
10 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of
11 personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor
12 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
13 Supervisors.

14 1. All necessary foul weather gear will be provided by RAIL.

15 2. RAIL will stock tools at the worksite that are necessary for O&M
16 Supervisors to perform their jobs.

17 **SECTION R17.11 – GENERAL**

18 A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
19 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the
20 operation/service of the special equipment will receive orientation or training on such equipment.

21 B. It is METRO’s responsibility that all O&M Supervisors will be trained and
22 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
23 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
24 of pay.

25 C. O&M Supervisors selected by the UNION will participate in the Streetcar LMRC.

26 D. RAIL and the O&M Supervisors will develop a complete written description of the
27 duties and responsibilities of each shift, to be made available at each pick.

28 E. For all classifications as set forth in Section 1: There will be a minimum of at least

1 one O&M Supervisor allowed to have time off through day off book procedures and RAIL will
2 accommodate O&M Supervisor requests consistent with daily staffing requirements. Day off book
3 procedures will be consistent in all classifications. Requests for AC days may not be entered into the
4 day off book more than one calendar month in advance of the day(s) off desired.

5 **F.** If no Streetcar O&M Supervisor is available to work, other certified employees
6 may be used to sustain service until a Streetcar O&M Supervisor is located to perform the work. If
7 the UNION believes that the usage of this provision has become excessive, the PARTIES shall meet
8 in a special Labor-Management setting to discuss staffing concerns, and to identify long-term
9 solutions.

10 ***SECTION R17.12 – ATTENDANCE***

11 **A.** The PARTIES recognize that RAIL provides an essential public service and that
12 Employees have the responsibility and the obligation to report for all assignments unless previously
13 excused.

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

16 **C.** An Employee requesting work on their RDO, who fails to report for work or who
17 reports for work late, will be subject to the policies defined in this AGREEMENT.

18 **D.** Misses include late reports, unexcused absences and absences. All misses shall be
19 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
20 controls:

- 21 • First – Informational Notice.
- 22 • Second – Oral Reminder.
- 23 • Third – Written Reminder and the Employee will be offered a program of
24 assistance from both PARTIES in developing a plan to improve attendance. This program will
25 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
26 and the UNION Officer/designee will meet with the Employee to write the details of the program,
27 which will be specific to the Employee.

1 • Fourth – One-day suspension, unless the Employee has a five-year record of
2 less than three misses per year, in which case another Written Reminder shall be issued. Whether
3 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

4 • Fifth – Discharge, unless RAIL determines that an additional suspension
5 may be sufficient to correct the Employee’s attendance problem.

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

7 • First through third – Informational Notice.

8 • Fourth – Oral Reminder and Employee will be offered a program of
9 assistance from both PARTIES in developing a plan to improve attendance. This program will
10 include a referral to the Employee Assistance Program (EAP). The METRO unit
11 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
12 of the program, which will be specific to the Employee.

13 • Fifth – Written Reminder.

14 • Sixth – Review of program of assistance; Explanation of Attendance
15 Probation.

16 • Seventh – One-day suspension. Placement on Attendance Probation. This
17 counts as FIRST probationary absence.

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

20 1. The attendance probation will begin on the calendar day following the
21 Employee’s seventh miss.

22 2. The Employee will be offered a program of assistance from the PARTIES
23 in developing a plan to improve attendance. This program will include a referral to the Employee
24 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
25 will meet with the Employee to write the details of the program, which will be specific to the
26 Employee.

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

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

3 5. The Employee will be allowed no more than three misses in each of the two
4 following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that they had a
5 seventh miss, with a one-day suspension on 7/22/14, would be on probation with no more than two
6 misses allowed 7/18/14-7/17/15 and no more than three misses allowed 7/18/15-7/17/16). An
7 Employee who successfully completes the two twelve-month periods will no longer be on attendance
8 probation.

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

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

13 **G.** Four consecutive workdays of absence without leave will be considered a
14 resignation or termination as appropriate, taking into consideration mitigating circumstances.

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

22 **I.** Misses for O&M Supervisors include:

23 **1.** Unexcused Absence – Failure to report within one hour after designated
24 report time or an O&M Supervisor's failure to accept late report, or calling in sick less than 30
25 minutes before an Employee is scheduled to report. An unexcused absence will result in loss of
26 assignment and pay for the day. However, if an Employee is incapable of complying with these
27 requirements to timely report based on a condition listed in Article R11.4, they will be excused if the
28 request is properly submitted within five (5) days of returning.

1 2. Late Report – Reporting to work late from two minutes up to one hour after
2 designated report time.

3 3. Absence – An unexcused absence which has been changed to an absence.

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

7 K. The failure to sign in, when unaccompanied by tardiness, shall be treated as a
8 minor infraction, as defined in Article R4, Section 3.

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

11 For a Streetcar O&M Supervisor, a request for a miss to be changed to an absence or
12 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of
13 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an
14 absence or excused absence.

15 M. The immediate supervisor can assign a Streetcar O&M Supervisor work, paying
16 only for actual time worked.

17 **ARTICLE R18: STREETCAR TRAINING**

18 ***SECTION R18.1 – DEFINITION OF EMPLOYEES***

- 19 • Rail Technical Trainer

20 ***SECTION R18.2 – GENERAL CONDITIONS***

21 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer
22 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work
23 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their
24 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days
25 executive leave annually, to be administered according to King County policy.

26 B. The Rail Technical Trainer position will be filled through an open and competitive
27 recruiting process.

28 C. When the Rail Technical Trainer is required to work on a holiday, they will have

1 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

2 D. Rail Technical Trainers will receive a second personal holiday to be used in the
3 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of
4 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

5 **ARTICLE R19: LINK LIGHT RAIL OPERATORS**

6 ***SECTION R19.1 – DEFINITION OF EMPLOYEES***

7 A. A “Link Light Rail (LLR) Operator” shall mean a person employed by RAIL on a
8 continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to
9 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to
10 exceed four days per week, provided they have accepted all work assigned as specified in the
11 remainder of this Article. For each regularly-scheduled workday or portion thereof on which an LLR
12 Operator does not perform their assignment, they shall lose their guarantee for that day and they shall
13 be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly-
14 scheduled workday” shall mean a day on which an Employee is normally required to work.

15 B. There will be three kinds of LLR Operators: Regular LLR Operators, Report LLR
16 Operators and Extra Board LLR Operators.

17 1. A “Regular LLR Operator” shall mean an LLR Operator who picks runs as
18 a work assignment for their eight or ten-hour guarantee.

19 2. A “Report LLR Operator” shall mean an LLR Operator who picks report
20 assignments for their eight hour guarantee.

21 3. An “Extra Board LLR Operator” shall mean an LLR Operator who picks
22 the Extra Board or Report and works all assignments placed on the Extra Board for their eight-hour
23 guarantee.

24 ***SECTION R19.2 – HIRING OF LINK LIGHT RAIL OPERATORS***

25 A. RAIL will post and conduct recruitments for LLR Operators to fill Career Service
26 vacancies and to maintain a sufficient number of Reserve LLR Operators. All hiring processes for
27 LLR Operators will be open to all bargaining unit Employees and outside applicants. The
28 qualification criteria will be the same for all applicants.

1 **B.** Employees are encouraged to apply for LLR Operator positions. They may apply
2 and compete with external candidates. Employees will receive an additional 5 % on any passing test
3 scores. Employees who are advanced to the interview stage will receive an additional 5 % added to
4 their test scores. The ratio of Employee’s preference compared to the preference given to other King
5 County employees will remain in full force and effect throughout the duration of this AGREEMENT.
6 Full-Time and Part-Time Bus Operators and Streetcar Operators who are selected and meet the
7 qualifications through this process will be placed on a trainee list and receive training.

8 **C.** If at the end of an LLR Operator training class, RAIL has insufficient positions for
9 all trainees who pass the class, those who are not placed in a Career Service LLR Operator position
10 will return to their positions until RAIL can appoint them to an LLR Operator position. Employees
11 who complete the training and become certified will be placed on a reserve list in seniority order.
12 When a Career Service position becomes available, it will be offered to those on the reserve list by
13 seniority.

14 **D.** A Reserve Operator who becomes a Career Service LLR Operator shall be
15 committed to their position in LLR per the terms of Article R6, Section 5 – Commitment to Rail.

16 ***SECTION R19.3 – PROMOTIONAL LISTS***

17 **A.** If an Employee accepts an LLR Operator or Streetcar Operator position, they will
18 be removed from any of the other operator lists (LLR, Streetcar, PTO to FTO) and will be ineligible
19 to apply for any other Operator selection process for a period of six months from the qualification
20 date of the training class they accepted.

21 **B.** If an Employee turns down an offer of appointment to any Operator position, they
22 will be removed from that list.

23 **C.** Transit Human Resources will notify candidates for the positions of LLR Operator
24 about the provisions of this Section of this AGREEMENT.

25 ***SECTION R19.4 – LINK LIGHT RAIL OPERATOR GUARANTEES***

26 **A.** Assignment of specials and extras will be made to LLR Operators only, except as
27 otherwise provided in this AGREEMENT.

28 **B.** All runs and reports will be worked by LLR Operators, except as provided

1 elsewhere in this AGREEMENT.

2 C. All vacation reliefs will be worked by LLR Operators.

3 D. Work left vacant because of the absence of an LLR Operator will be worked by an
4 LLR Operator, unless otherwise specified in this AGREEMENT.

5 E. “Weekday day base units” shall mean the number of trains operating regularly-
6 scheduled service at noon each weekday.

7 F. The Extra Board will be worked only by LLR Operators.

8 G. It shall not be a violation of this AGREEMENT for other rail-certified employees
9 to operate in service in order to retain rail certification or in an emergency.

10 H. Any RAIL employee operating service in order to maintain rail certification will
11 be accompanied by an LLR Operator.

12 ***SECTION R19.5 – GENERAL CONDITIONS***

13 A. Each LLR Operator may be required to sign in for their work. When an LLR
14 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate LLR
15 Report Operator to take the assignment.

16 B. The LLR Supervisor may use their judgment as to which LLR Operator to use in
17 an emergency. In all situations, if no LLR Operator is available to work, other certified employees
18 may be used to sustain service until an LLR Operator is located to perform the work.

19 C. Any LLR Operator not being relieved when arriving at the relief point will call the
20 LCC and state that no relief LLR Operator is present. If the LLR Operator does not wish to continue
21 working, they shall request to be relieved. RAIL must relieve the LLR Operator within one and one
22 half hours.

23 D. An “assignment” shall mean any work or duties that the Employee is required to
24 perform, limited to those job duties that are enumerated in the job classification. “Other duties as
25 assigned” are limited to those job duties that are normally associated with the work of an LLR
26 Operator.

27 E. If an LLR Operator loses an RDO because of a change in schedule, they will be
28 given time off to compensate for such day. No LLR Operator may have more RDOs in any pay

1 period than they would have received had no change of schedule been made.

2 **F.** The cutoff time for calling to be removed from the sick list, and for signing the day
3 off book for time off, is 10:00 a.m. Should an LLR Operator report sick after 10:00 a.m., they may
4 retain their following day's full assignment by calling off the sick list at least one hour prior to the
5 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

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

11 **H.** RAIL shall schedule a minimum recovery time of five-minutes or 20% of the
12 scheduled trip time, whichever is greater, after each terminal to terminal revenue trip, except when:

- 13 1. The revenue trip is less than 35 minutes long, or
- 14 2. The revenue trip is the last revenue trip before the train returns to the base,
15 or
- 16 3. The recovery time has been reduced by mutual agreement of the PARTIES.

17 When circumstances beyond the LLR Operator's control result in less than five minutes
18 layover in the previous two hours, the LLR Operator shall be entitled to a five-minute layover at the
19 next outer terminal, except on their last trip, provided the LLR Operator attempts to notify the LCC.
20 RAIL agrees to review routes or assignments identified by the UNION as having insufficient layover
21 time.

22 **I.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
23 layover in assignments over five hours in length; RAIL shall schedule either an additional 15-minute
24 layover or one 30-minute layover in assignments over eight hours in length. When an LLR Operator
25 working an assignment finds it does not provide reasonable break time, the LLR Operator should
26 notify RAIL of such by filing a service report. "Length" equals report, travel and platform time, but
27 does not include bonus time.

28 **J.** When a Sunday schedule is operated on a holiday, an LLR Operator who has

1 picked a Sunday run and whose regular workday falls on the holiday will work their Sunday run. A
2 Regular LLR Operator on a regular workday without a Sunday run shall have the day off at holiday
3 pay.

4 **K.** Each day at each base, METRO guarantees that for every 45 LLR Operators
5 normally scheduled to work on that day, rounded to the nearest 45, one LLR Operator shall be
6 excused from their assignment. However, the guarantee shall be a minimum of one each day at each
7 base. Request for AC days may not be entered into the day off book more than one calendar month
8 in advance of the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day
9 prior. An LLR Operator who has had the same day of the week off in the last three weeks shall be
10 moved to the bottom of the list. If workforce allows, more LLR. Operators than the guarantee can be
11 excused for the day. These guarantees shall not apply in the case of an extreme emergency. For
12 Christmas day, Rail and the Union will jointly conduct a drawing at each base to determine which
13 operators will be excused.

14 **L.** All assignments shall be completed within a maximum 14-hour spread or up to 16
15 hours with mutual consent of RAIL and the LLR Operator. Such spread will begin with the start time
16 of the first assignment following at least ten continuous hours off.

17 **M.** When an LLR Operator presents a valid medical restriction which prevents
18 operation of the equipment or in the facility of their assignment, RAIL will work with the UNION to
19 find a mutually agreeable alternate assignment for the remainder of the shake-up.

20 **N.** During a shakeup, the start or quit time of a Regular or Extra Board LLR
21 Operator's assignment may be altered by up to 30 minutes. An assignment may be altered by more
22 than 30 minutes if all LLR Operators regularly assigned to that route/run agree to the alteration. Pay
23 time will be adjusted based on the alteration.

24 **O.** All LLR Operators are required to be qualified and maintain certification on all
25 Link territory and rolling stock.

26 ***SECTION R19.6 – RUNS***

27 **A.** There shall be two types of LLR Operator runs.

28 **1.** A "straight run" will consist of straight-through work which is at least seven

1 hours including platform, report, travel time, and other duties as assigned.

2 2. A run combination or “combo” will consist of two or three pieces of work
3 which are at least seven hours and eleven minutes in total work time, including platform, report,
4 travel time, and other duties as assigned and which are within a spread time of 13 hours. Combos
5 with more than one split will be paid straight through for the lesser split. Any combo with a split of
6 29 minutes or less will be paid straight through and classified as a straight run. Combos which quit
7 after 8:00 p.m. shall be paid straight through.

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

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

10 D. At the discretion of RAIL, “frags”, meaning assignments less than seven hours,
11 including platform, report, travel time, and other duties as assigned may be posted and selected at the
12 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
13 apply to frags.

14 E. The total number of straight day runs for the system on weekdays shall be
15 equivalent to at least 80% of the day base units on weekdays.

16 F. Straight day runs shall comprise at least 54% of all straight runs.

17 G. Any LLR Operator whose work is cancelled shall be put on report and assigned in
18 proper sequence according to R19.11. As new extensions are added, RAIL will attempt to schedule
19 combos on weekdays only, but reserves the right to schedule combos on Saturdays.

20 H. Runs shall be determined by RAIL in accordance with the provisions in this
21 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
22 defined as a “tripper”.

23 I. Any Extra Board LLR Operator working a regularly-scheduled run shall be paid the
24 regularly-scheduled run pay.

25 J. Runs and combos may be broken into trippers on the same day in order to allow
26 RAIL to fill all work.

27 **SECTION R19.7 – LINK LIGHT RAIL OPERATOR PICKS**

28 A. At pick, seniority for all LLR Operators shall prevail in the selection of runs,

1 reports and/or board positions, vacations, overtime trippers, and RDOs.

2 **B.** Link Light Rail Operators will have two system wide picks, at least 20 weeks
3 apart. Work assignments will be selected at the pick for the following shake-up period.

4 **C.** Copies of the pick schedule will be posted at the O&M Facility and in the UNION
5 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a
6 signed, certified LLR Operator seniority list three weeks prior to the first day of the pick.

7 **D.** An LLR Operator who wishes to select an assignment must select an assignment
8 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

9 **E.** RAIL will determine the work, possible RDO combinations, and the base from
10 which work will originate. Copies of all assignment sheets showing the runs, reports, Extra Board
11 positions, and available RDO combinations will be posted in the pick room six days prior to the start
12 of assignment selection. The UNION will be responsible to pay staff of the UNION Representative
13 table only.

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

16 **G.** A Regular LLR Operator who has Saturday off may pick a vacant Saturday
17 assignment, by seniority, for work on any Saturday-schedule holiday. A Regular LLR Operator who
18 has Sunday off may pick a vacant Sunday assignment, by seniority, for work on any Sunday-schedule
19 holiday. This selection will take place at the base after the LLR Operator pick and after Report and
20 vacation relief LLR Operators have made their selections. If vacant Saturday/Sunday assignments
21 are still available, they may be offered for pick, by seniority, to all LLR Operators at the base whose
22 RDO falls on the holiday. Assignments shall be posted 7 calendar days prior to the holiday.

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

26 **I.** An LLR Operator who selects Regular or Report Operator status shall select five
27 consecutive workday assignments. Each LLR Operator's selections must be all runs or all reports
28 and must be exclusively day assignments or exclusively night assignments. If an LLR Operator

1 selects runs, there must be at least ten hours off between assignments on consecutive days. If an LLR
2 Operator selects reports, there must be at least ten hours off between assignments on consecutive
3 workdays in addition to the spread time. No LLR Operator will be forced to pick an assignment of
4 runs or reports which would result in less than 10-1/2 hours off between consecutive workday
5 assignments, or less than 56 hours off on their two consecutive RDOs.

6 **J.** UNION representatives shall be present during picks.

7 **K.** An LLR Operator, who fails to appear at their scheduled pick time and who does
8 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected
9 for them by the UNION representative. The UNION representative shall make an effort to select an
10 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
11 not be subject to the grievance/arbitration procedure.

12 **L.** When a new operating base or LLR segment opens or an existing operating base
13 closes and that base has/had LLR Operator assignments, a section-wide pick will occur.

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

19 **N.** To meet specific service needs, RAIL may identify specific days on which Rail
20 service will operate on a schedule different than the regular schedule. Such schedule deviation days
21 may include a change in the hours of service, the frequency of service, and/or the number of cars in
22 service during any portion of the service day. Any day identified by RAIL that will have a schedule
23 deviation will be posted at the pick. Regular LLR Operators working their regular workday will pick
24 their assignments by seniority. Regular LLR Operators may select from available work, or if posted,
25 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board LLR
26 Operators scheduled to work that day.

27 **O.** An LLR Operator who has been unable to work for 30 consecutive days or more
28 must be medically released for full duty effective the first day of the shake-up to be on the pick

1 schedule. Such LLR Operator will not be allowed to pick an assignment except by mutual agreement
2 between the PARTIES. An LLR Operator who returns to duty without a picked assignment will be
3 placed on an assignment mutually agreed by the PARTIES.

4 ***SECTION R19.8 – MOVE-UPS***

5 A. If regular or report assignments become vacant, less senior LLR Operators at the
6 base may request a move-up. An LLR Operator who moves up must pick the entire assignment of
7 the LLR Operator who vacated the run or report. If a Regular LLR Operator moves up to a report
8 assignment, such LLR Operator will be placed on the same line as the LLR Operator who vacated.
9 An Extra Board LLR Operator who moves up to a report assignment will remain on their picked
10 board position. If new Day Extra Board RDO combinations or board positions become available,
11 Day Extra Board LLR Operators at the base who could not have picked these RDO combinations or
12 board positions may request a move-up; such move-up will be limited to the Extra Board LLR
13 Operators. LLR Operator move-ups will be conducted only when they can be implemented at least
14 28 days prior to a shake-up.

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

18 ***SECTION R19.9 – SELECTING VACATIONS***

19 A. Vacations will be picked twice per year at Spring and Fall Picks.

20 B. Vacations may be split into periods of one or more full weeks. After the required
21 minimum number of hours have been picked, remaining hours may be taken as one-day vacations
22 throughout the payroll year as specified in R9.4.D. One-day vacations may be consecutive.

23 C. LLR Operators may pick only one prime time vacation per year. RAIL shall
24 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION
25 with a list of vacation periods.

26 D. The UNION shall determine the prime periods for the following year and inform
27 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

28 E. Future pick and shake-up dates occurring during the vacation periods that LLR

1 Operators can select at the current pick shall be posted in the pick room by RAIL.

2 F. After a vacation relief has been assigned to an LLR Extra Board Operator, there
3 shall be no changes in vacation unless agreed by the LLR Operator who is assigned the vacation
4 relief.

5 G. An LLR Operator may, with RAIL approval, change their vacation to a period
6 which they did not have the seniority to pick provided the available period(s) are posted at least one
7 week in advance.

8 **SECTION R19.10 – LINK LIGHT RAIL EXTRA BOARD**

9 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those
10 assignments left open, to fill any special work, and to fill overtime assignments according to the
11 overtime assignment process. Board positions shall be open for selection at the pick by all LLR
12 Operators by seniority. LLR Operators may select any available position on either Extra Board.

13 B. During a shake-up, any newly hired LLR Operators shall be placed two positions
14 up from the bottom of the Day Board. Selection of position shall be by seniority.

15 C. All work assigned to an Extra Board LLR Operator as part of their regular
16 workday assignment will be within a spread of 13 hours unless voluntarily waived by the LLR
17 Operator or in the case of an extreme emergency.

18 D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
19 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board LLR Operator
20 who is available the following day will receive one hour of straight-time pay, except in case of
21 extreme emergency.

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

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

24 a. Category A shall include:

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

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

27 as determined by a 13-hour spread.

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

- 1 4) Tripper combinations which quit at 8:00 p.m. or earlier.
- 2 5) Tripper and report combinations which have a latest quit
- 3 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
- 4 6) Special work which has an estimated quit time of 8:00 p.m.
- 5 or earlier.
- 6 b. Category B shall include:
- 7 1) Runs which quit later than 8:00 p.m.
- 8 2) Reports which have a quit time later than 10:00 p.m., as
- 9 determined by a 13-hour spread.
- 10 3) Combos or other combinations of work which quit later than
- 11 8:00 p.m.
- 12 4) Special work which has an estimated quit time of later than
- 13 8:00 p.m.
- 14 2. Category B assignments shall be assigned first, beginning with the Night
- 15 Board, from the bottom of the board, according to quit time, latest quit time assigned first.
- 16 a. If there are more available LLR Operators on the Night Board than
- 17 assignments in Category B, then the remaining Night Board LLR Operators shall be assigned
- 18 Category A work with the latest start time assigned first.
- 19 b. If there are fewer available LLR Operators on the Night Board than
- 20 available assignments in Category B, then remaining Category B assignments shall be assigned to the
- 21 Day Board, latest quit first, from the bottom up.
- 22 3. Category A work shall be assigned next to the Day Board, from the top of
- 23 the board down, according to quit time, with the earliest quit assigned first.
- 24 4. Quit time of special work shall be estimated by RAIL for the purpose of
- 25 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
- 26 time.
- 27 5. If two or more LLR Operator assignments within the same category quit at
- 28 the same time, they shall be assigned as follows:

- a. A run will be assigned before a report.
 - b. An assignment with more pay will be assigned before an assignment with less pay.
 - c. If two assignments pay the same, the assignment with the lesser amount of work including report time and travel time will be assigned first.
 - d. If two assignments pay the same and have the same amount of work including report time and travel time, they will be assigned at the discretion of RAIL.
6. If the number of Extra Board LLR Operators available for work on a regular workday is greater than the number of available runs, reports and special work which fits the definition of a run, then tripper combinations may be inserted in the assignment sequence according to their quit times. Tripper combinations will be made with trippers, pieces of work and special work under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than one split will be paid straight-through for the lesser split. Any tripper combination split of 29 minutes or less will be paid straight-through. LLR Operators may be required to perform duties within the LLR Operator job description during paid splits.
7. If the number of Extra Board LLR Operators available for work on a regular workday is less than the number of available runs, reports and special work which fits the definition of a run, runs may be taken out of the assignment sequence and assigned according to the overtime provisions. The runs to be removed from the assignment sequence will be combos, late day runs with a quit time from 6:01 p.m. to 8:00 p.m., and early quit relief runs with a quit time of 8:01 p.m. to 9:59 p.m., in that order.
8. All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be assigned to Extra Board LLR Operators, who are certified and available, as a regular assignment. Any remaining work will be assigned according to the overtime assignment sequence.
9. On holidays, an LLR Operator left without an assignment shall receive the day off at holiday pay. All LLR Operators who request the holiday off via the day off book will be excused before any LLR Operator is forced to take the day off.
10. Any Extra Board LLR Operator who receives an assignment out of

1 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
2 time pay, except in case of extreme emergency. Any LLR Operator who receives an overtime
3 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive
4 pay to equal the assignment they should have had or the assignment they received, whichever is
5 greater.

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

8 **a.** Extra Board LLR Operators, except Report LLR Operators, may
9 request to work the runs or reports of LLR Operators who are on vacation, sick leave, detail, Special
10 Duty Assignment, industrial injury, disability leave, or unpaid leave of absence of one week or more.
11 Vacant runs or reports may be picked as vacation reliefs until they are filled by a move-up. An LLR
12 Operator will be allowed to pick vacation reliefs only on assignments that have the same RDOs as the
13 LLR Operator on vacation. LLR Operators will pick this work by seniority.

14 **b.** For a Saturday or Sunday-schedule holiday, all Extra Board LLR
15 Operators who regularly work that day, and who are working vacation reliefs which have no Saturday
16 or Sunday assignment respectively, shall pick from all vacant Saturday or Sunday assignments
17 available after Report LLR Operators have picked.

18 **c.** When a vacation relief assignment ends, the Extra Board LLR
19 Operator shall revert to their regular picked position on the Extra Board without any penalty to RAIL.
20 This LLR Operator then becomes eligible for the next available vacation relief, or remainder of an
21 unpicked vacation relief, according to seniority.

22 **d.** Extra Board overtime policies remain unchanged.

23 **e.** An Extra Board LLR Operator picking a vacation assignment must
24 work the entire vacation assignment, not including any picked RDO overtime, except as provided in
25 Paragraph c.

26 **12.** If an Extra Board LLR Operator's normal sequence assignment conflicts
27 with their partial absence or non-driving assignment, then such LLR Operator will be given an
28 assignment which is not a straight run and which has a quit time within one hour of their normal

1 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such LLR
2 Operator.

3 F. No LLR Operator's RDO shall be cancelled or changed without the consent of the
4 LLR Operator, except in extreme emergency. Each Extra Board LLR Operator shall have a
5 minimum of 56 hours off for their two consecutive RDOs.

6 G. Any Extra Board LLR Operator may request to add or remove a guarantee of 10-
7 1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
8 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board LLR Operator
9 requesting the 10-1/2 hours off between consecutive days' assignments and who would not receive
10 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,
11 and will receive the first available assignment after their 10-1/2 hours off.

12 H. An Extra Board LLR Operator who, for any reason, does not receive their
13 requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the
14 completion of the day's assignment. An LLR Operator electing to pass up will report to the base
15 after their 10-1/2 hours off, unless notified to report later.

16 I. Extra Board LLR Operators will be used to fill assignments at all LLR operating
17 bases. Extra Board LLR Operators will report to the base they are assigned to in the planning process.
18 If assigned to a base other than their home base during the planning process, LLR Operators will be
19 paid a seven percent (7%) premium for that shift to compensate for travel to and from their Home
20 Base to balance work. If assigned to a base other than their home base following the planning
21 process, LLR Operators will remain on paid time to travel to and from their assigned base and will
22 not be eligible for the 7% premium pay. PARTIES agree to a one (1) year pilot program of an Extra
23 Board LLR operator assignment process upon opening of OMF-E and will agree to discuss the
24 continuation, alterations, or cancellation.

25 ***SECTION R19.11 – REPORT LINK LIGHT RAIL OPERATORS***

26 A. Report assignments will be posted and selected at the LLR Operator pick.

27 B. LLR Operators shall pick reports according to the open pick system.

28 C. Report LLR Operators will be available for a spread of 13 hours and must accept

1 all work according to Report LLR Operator work rules set forth in this AGREEMENT.

2 **D.** For a Sunday-schedule holiday, a Report LLR Operator having a Sunday report
3 and who regularly works on that day will work their Sunday report. A Report LLR Operator on their
4 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
5 seniority, or to revert to their position on the Extra Board for assignment.

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

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

15 **G.** An LLR Operator may voluntarily waive their 13-hour spread. An LLR Operator
16 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours
17 with mutual consent of RAIL and the LLR Operator. A Report LLR Operator who waives their 13-
18 hour spread must still be available for their regular shift the next day.

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

27 **I.** At the beginning of each shake-up, RAIL 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 RAIL, provided that any assigned or picked report shall not share the same report time.
2 If RAIL determines that it is necessary to continue these additional report times for the remainder of
3 the shake-up, they will be subject to a move-up.

4 **J.** The LLR Operator with the earliest first report time gets the first piece of work that
5 is or becomes available within their 13-hour spread, except in cases of emergency. If the assignment
6 is less than eight hours work time, the LLR Operator may be assigned additional work within the
7 terms of this AGREEMENT. When assignments have the same quit time, the rules of Section 10,
8 Paragraph E.5 also apply to LLR Operators on report. LLR Operators on late report follow the last
9 Report LLR Operator and the last LLR Operator on pass-up.

10 **K.** At the discretion of the Dispatcher, assignments that become available for Report
11 LLR Operators may be broken up if necessary to keep service in operation.

12 **L.** Work available at the time a Report LLR Operator is released from an a.m.
13 assignment may be assigned at that time for the remainder of the day at the discretion of the
14 Dispatcher.

15 **M.** An LLR Operator required to serve on report on a Saturday, Sunday, Saturday-
16 schedule holiday, or Sunday-schedule holiday, shall serve continuous report until given work or
17 released for the day.

18 **N.** Should an LLR Operator who has picked a regular report, and another LLR
19 Operator who has a non-regular report share the same initial report time, the LLR Operator who must
20 be off earliest will be first up. If both LLR Operators must be off at the same time, the LLR Operator
21 with the regular report will have first right of refusal for the assignment. Should two or more Extra
22 Board LLR Operators have the same initial report time, the most senior LLR Operator will have first
23 right of refusal on an available assignment.

24 **O.** No Report LLR Operator will be required to work prior to report time.

25 **P.** A Report LLR Operator with a partial absence or non-driving work assignment that
26 is within their 13-hour spread will be removed from their report and given an assignment that starts
27 no earlier than the start time of their report assignment and has a scheduled quit time within their
28 normal spread or within 13 hours of their non-driving work assignment, whichever is earlier. RAIL

1 will attempt to maximize straight-time paid work hours for such LLR Operator.

2 ***SECTION R19.12 – OVERTIME***

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

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

12 C. All runs shall be assigned and every available LLR Operator shall have work
13 before any overtime assignment is made.

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

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

24 E. No LLR Operator shall be required to work on their RDO. No Regular LLR
25 Operator shall be assigned overtime work unless they volunteer for such work.

26 F. If no LLR Operator is available to work, other certified Employees may be used to
27 sustain service until an LLR Operator is located to perform the work. If no other certified Employee
28 is available to work, other certified employees may be used to sustain service until a certified

1 Employee is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper
2 case “Employee” denotes ATU Local 587 members and lower case “employee” denotes other
3 employees.)

4 **G.** Any LLR Operator volunteering for overtime shall be required to work the
5 overtime assigned.

6 **H.** An Extra Board LLR Operator may request to add or remove overtime availability
7 for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. LLR
8 Operators who remove overtime availability may be assigned overtime only in accordance with
9 Paragraph D.6.

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

13 **J.** RAIL may post overtime trippers for pick.

14 **1.** A Regular LLR Operator may select one overtime tripper per day, including
15 their RDO. An Extra Board LLR Operator may select one overtime tripper for each RDO.

16 **2.** If all posted trippers are not picked, the balance shall be offered for pick to
17 all LLR Operators by LLR Operator seniority. An LLR Operator may pick a second tripper per day
18 at this time. An Extra Board LLR Operator may not pick a tripper on their regular day to work. Any
19 remaining trippers shall be assigned according to the work rules.

20 **3.** An LLR Operator who has picked an overtime tripper will be assigned that
21 tripper on the day(s) picked unless excused.

22 ***SECTION R19.13 – SPECIAL ALLOWANCES***

23 **A.** No less than twenty minutes report time shall be paid for pre-departure check-out.
24 However, this provision does not apply to mainline reliefs.

25 **B.** Employees will receive pay for all time spent completing written reports if the time
26 is beyond regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to
27 pay Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any
28 time actually worked and will pay overtime as required by both this AGREEMENT and by state and

1 federal law.

2 C. Employees are directed to inform METRO of any excess time worked so METRO
3 may enter that time into the payroll system and compensate the Employee for their work.

4 D. One hour straight-time pay shall be paid to an LLR Operator for each day spent
5 instructing each student. An Operator will be paid per evaluation turned into the window up to a
6 maximum of two hours of straight-time pay.

7 E. If an LLR Operator is working an overtime assignment, and the overtime rate
8 applies, they will be paid at the overtime rate or receive a minimum of two hours and thirty minutes
9 of straight time pay, whichever is greater.

10 F. The minimum time paid for extra assignments for LLR Operators shall be the
11 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

12 G. An Extra Board LLR Operator, who works past a twelve-hour spread on a
13 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
14 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
15 hours.

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

20 I. Mainline relief travel time shall be paid at the applicable rate based upon the
21 maximum time required for travel from the base to a relief point during the applicable period of the
22 day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility
23 relief shack.

24 J. An LLR Operator who is relieved on the road and is directed by RAIL to return to
25 the base to submit an accident or incident report or a found item will be paid travel time at the
26 applicable rate.

27 ***SECTION R19.14 – UNIFORMS***

28 A. Upon completion of training and after certification, a newly hired LLR Operator

1 shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter,
2 the uniform allowance shall be available annually on the LLR Operator's anniversary of rail
3 certification.

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

10 **C.** Uniform allowance balances may be carried over if unused. An LLR Operator's
11 accrued allowance may not exceed 25 times the top step LLR Operator wage rate that will be in
12 effect on January 1st immediately following the effective date of this AGREEMENT.

13 **D.** LLR Operators are required to be in uniform while on duty. When uniform
14 garments are not available, an out of uniform slip will be given to the LLR Operator by the
15 Supervisor before the LLR Operator goes on duty. Uniforms shall be worn only to and from work
16 and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be
17 considered acceptable uniform attire.

18 **E.** Footwear designated by METRO may be purchased with the uniform allowance.
19 Footwear must meet the current standards of uniform footwear for LLR Operators.

20 **F.** All uniform items will be union made, unless mutually agreed between the
21 PARTIES.

22 **G.** LLR Operators who leave RAIL in good standing shall not be required to return
23 items which came with a Sound Transit insignia.

24 ***SECTION R19.15 – ATTENDANCE***

25 **A.** The PARTIES recognize that RAIL provides an essential public service and that
26 Employees have the responsibility and the obligation to report for all assignments unless previously
27 excused.

28 **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 their RDO, who fails to report for work or who
3 reports for work late, will be subject to the policies defined in this AGREEMENT.

4 D. Misses include late reports, unexcused absences and absences. All misses shall be
5 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
6 controls:

7 • First – Informational Notice.
8 • Second – Oral Reminder.
9 • Third – Written Reminder and the Employee will be offered a program of
10 assistance from both PARTIES in developing a plan to improve attendance. This program will
11 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
12 and the UNION Officer/designee will meet with the Employee to write the details of the program,
13 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

14 • Fourth – One-day suspension, unless the Employee has a five-year record of
15 less than three misses per year, in which case another Written Reminder shall be issued. Whether
16 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

17 • Fifth – Discharge, unless RAIL determines that an additional suspension
18 may be sufficient to correct the Employee’s attendance problem.

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

20 • First through third – Informational Notice.

21 • Fourth – Oral Reminder and Employee will be offered a program of
22 assistance from both PARTIES in developing a plan to improve attendance. This program will

23 include a referral to the Employee Assistance Program (EAP). The METRO unit
24 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
25 of the program, which will be specific to the Employee.

26 • Fifth – Written Reminder.

27 • Sixth – Review of program of assistance; Explanation of Attendance

28 Probation.

1 • Seventh – One-day suspension. Placement on Attendance Probation. This
2 counts as FIRST probationary absence.

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

5 1. The attendance probation will begin on the calendar day following the
6 Employee’s seventh miss.

7 2. The Employee will be offered a program of assistance from the PARTIES
8 in developing a plan to improve attendance. This program will include a referral to the Employee
9 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
10 will meet with the Employee to write the details of the program, which will be specific to the
11 Employee.

12 3. During the attendance probation, the language of Paragraph H will not
13 apply.

14 4. For each miss that occurs during the attendance probation, the Employee
15 will be informed in writing of their status.

16 5. The Employee will be allowed no more than three misses in each of the two
17 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
18 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
19 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

20 An Employee who successfully completes the two twelve-month periods will no longer be on
21 attendance probation.

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

24 7. The attendance probation periods will be extended by any unpaid leave,
25 industrial injury, or other protected leave in excess of ten consecutive calendar days.

26 G. Four consecutive workdays of absence without leave will be considered a
27 resignation may be considered a resignation or grounds for termination, as appropriate, taking into
28 consideration mitigating circumstances.

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

8 **I.** Misses for LLR Operators include:

9 **1.** Unexcused Absence – Failure to report within one hour after designated
10 report time or an Operator’s failure to accept late report, or calling in sick less than 30 minutes before
11 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
12 for the day. However, if an Employee is incapable of complying with these requirements to timely
13 report based on a condition listed in Article R11, Section 4, they will be excused if the request is
14 properly submitted.

15 **2.** Late Report – Reporting to work late from two minutes up to one hour after
16 designated report time.

17 **3.** Absence – An unexcused absence which has been changed to an absence.

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

21 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
22 minor infraction, as defined in Article R4, Section 3.

23 **L.** The procedure for late reports and absences for LLR Operators shall be as follows:

24 **1.** If the assigned Operator signs in or reports to their assigned work location
25 within two minutes after the report time they will be allowed to work their assignment and shall not
26 receive a late report. The clock in the reporting area will be used to determine time. If there is a
27 dispute as to the accuracy of the clock in the reporting area, the LCC’s clock will be determinant.

28 **2.** If the first Report Operator is assigned to work, the Dispatcher/Planner will

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

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

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

9 5. If an Operator on late report fails to report to the Dispatcher/Planner after
10 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the
11 hour, the Operator will be paid from the beginning of the late report up to the beginning of the
12 assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and
13 is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be
14 paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report
15 fails to report to the Dispatcher/Planner after one hour and is notified of such by the
16 Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour
17 of late report.

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

21 M. The procedures for changing misses to absences or excused absences shall be as
22 follows:

23 1. An LLR Operator may provide a written request to the immediate
24 supervisor the same day as their unexcused absence. If such request is granted, the LLR Operator
25 either will be placed at the bottom of the report list for work later in the day at minimum pay of two
26 and one-half hours or will be told to return home.

27 2. For an LLR Operator, a request for a miss to be changed to an absence or
28 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of

1 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an
2 absence or excused absence.

3 N. The procedure for LLR Operators coming off the sick list shall be as follows:

4 An LLR Operator coming off the sick list must notify the Dispatcher at the appropriate OMF by
5 10:00 a.m., or the LCC if Dispatch is not open in order to be scheduled for work the next day. One
6 continuous incident of sick leave will be charged to an Operator who anticipates returning to work
7 and comes off the sick list prior to 10:00 a.m., but whose licensed practitioner will not release the
8 Operator for duty the following day.

9 **ARTICLE R20: LINK LIGHT RAIL SUPERVISORS**

10 ***SECTION R20.1 – DEFINITION OF EMPLOYEES***

11 A. A “LLR Supervisor” shall mean a person employed by RAIL on a regular full-time
12 continuing basis who may perform the job duties of, including but not limited to:

- 13 ● Dispatcher
- 14 ● Field Supervisor
- 15 ● Operations Controller – requires current and active qualification
- 16 ● Communication Specialist in LCC – does not require LCC qualification
- 17 ● LLR Instructor

18 If either PARTY requests a reopener to negotiate separating LCC into its own job classification, the
19 PARTIES shall meet to bargain in good faith.

20 B. A “LLR Supervisor-in-Training (LLRSIT)” shall mean an Employee who is
21 training to become an LLR Supervisor.

22 ***SECTION R20.2 – MUTUAL RESPONSIBILITIES***

23 The management and direction of the work force, which includes, but is not limited to,
24 assigning work, clarifying all job specifications with regard to duties and setting performance
25 standards with input from LLR Supervisors, is vested exclusively in RAIL. This is limited only by
26 the stated conditions in this Article. Items not specifically addressed in this Article but covered in the
27 general Articles of this AGREEMENT shall also apply to LLR Supervisors. No changes in existing
28 rights or related conditions shall be made without first negotiating with the UNION.

1 **SECTION R20.3 – LINK LIGHT RAIL SUPERVISOR-IN-TRAINING**

2 **A.** All hiring processes for LLR Supervisors will be open to all bargaining unit
3 Employees and outside applicants. The qualification criteria will be the same for all applicants.

4 **B.** Employees are encouraged to apply for LLR Supervisor positions. They may
5 apply and compete with external candidates. Employees will receive an additional 5% on any
6 passing test scores. Employees who are advanced to the interview stage will receive an additional
7 5% added to their test scores. The ratio of Employee’s preference compared to the preference given
8 to other King County employees will remain in full force and effect throughout the duration of this
9 AGREEMENT.

10 **C. LLRSIT Vacancies.**

11 **1.** LLR Supervisor-In-Training vacancies shall be posted on METRO bulletin
12 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-
13 time service in the five years preceding the closing date for applications. For each month of PTO
14 service, ½ month of FTO service will be credited. Interested Employees must formally apply through
15 METRO’s Transit Human Resources Office within the specific time frame listed. Selection of
16 LLRSIT candidates shall be the sole responsibility of METRO. The selection process for LLRSITs
17 shall be based on an Employee’s ability, training, education, experience and job performance, as
18 determined by appropriate testing procedures and evaluations, which have been and will continue to
19 be developed with input from LLR Supervisors. An LLR Supervisor, selected by RAIL after
20 consultation with the UNION, will be included in the LLRSIT candidate selection.

21 **2.** Successful candidates will be placed on a list by seniority. The LLRSIT
22 candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for
23 the recruitment process at the time of appointment or they will be removed from the list. Once
24 removed from the list, an Employee must wait until the next recruitment to reapply.

25 **D.** Testing procedures for LLRSIT candidates shall be developed with input from
26 LLR Supervisors.

27 **E.** LLRSITs shall be placed in that classification for twelve months, during which
28 time they shall be required to obtain or maintain a rail card and qualify as a Dispatcher, Field

1 Supervisor, and Communication Specialist. The rail card shall be obtained prior to entering the
2 LLRSIT training modules for Dispatcher, Field Supervisor, and Communication Specialist. Once
3 qualified in all areas, all LLRSITs are eligible to participate in regular picks and move-ups. Failure
4 to obtain or maintain a rail card, or failure to qualify in any of the LLRSIT training modules, shall
5 result in termination as LLRSIT and return to previous classification with no loss in seniority. RAIL
6 shall establish and publish standards for qualification and, with input from instructing LLR
7 Supervisors, will determine in each case whether the LLRSIT has successfully qualified.

8 **F.** Upon appointment, LLRSITs shall be subject to a twelve-month probationary
9 period.

10 **G.** Upon appointment, LLRSITs shall receive a voucher for four pairs of uniform
11 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. In addition, LLRSITs will
12 be reimbursed for one pair of Section approved work footwear in accordance with R20.10.B. The
13 same items shall be issued to LLR Supervisors newly hired from Bus Supervisor positions.

14 **H.** An LLRSIT shall not formally train another LLRSIT at any time.

15 **I.** Upon successful completion of training and qualification, the LLRSIT may
16 independently work shifts in any qualified classification as assigned by METRO. Upon qualification
17 in a classification, a LLRSIT will be eligible for overtime in that classification. Overtime will be
18 assigned according to the overtime guidelines for Rail Supervisors.

19 ***SECTION R20.4 – PICKS***

20 **A.** In the spring and fall of each year, when a facility opens or closes, or when
21 mutually agreed by the PARTIES, all shifts required in the job classification of LLR Supervisor, but
22 not including Operations Controller shifts will be posted for a general pick. Copies of shifts to be
23 picked will be posted at all work sites 14 calendar days prior to the pick. RAIL also will issue each
24 LLR Supervisor and the UNION a copy of this information. After the posting, there will be a review
25 period in which changes may be made by RAIL. No changes will be made five calendar days prior to
26 the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will occur
27 between April 1 and April 15 and implementation of the fall pick will occur between October 1 and
28 October 15. The two general picks will be held unless a special pick has occurred or is scheduled to

1 occur within 45 calendar days of the general pick. Separate spring and fall picks will be held for
2 qualified Operations Controllers. These picks will occur prior to the respective picks for all other
3 LLR Supervisor shifts. The second pick of the year for qualified Operations Controllers will be for
4 internal movement only.

5 **B.** LLR Supervisor and Operations Controller shifts will be classified as regular and
6 relief. Employees will be permitted to select shifts and vacations in accordance with individual
7 seniority. All shifts will be available for pick according to pick guidelines for their respective picks.
8 Pick guidelines will be reviewed in advance by the PARTIES.

9 **C.** An LLR Supervisor who will not be available to pick must leave, with the UNION,
10 their choices of shifts in order of preference. Failure to do so will result in the UNION representative
11 making every effort to select a shift comparable to the assignment last selected at a pick. Selections
12 made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall
13 not be compensated for time spent in the pick unless it is during their regular working hours.

14 **D.** The UNION agrees to staff the pick room and a UNION representative shall
15 certify the pick.

16 **E.** All LLR Supervisors' shifts, excluding relief shifts, once picked, will not have
17 hours, significant duties, or RDOs changed during a shake-up without approval of the affected LLR
18 Supervisor(s) and the UNION. This also applies to Operations Controller shifts, excluding relief
19 shifts.

20 **F.** At each pick, LLR Supervisors, including Operations Controllers, may volunteer in
21 writing to work overtime.

22 **G.** All regular shifts shall have at least ten hours off between consecutive day's shifts.
23 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere
24 in this AGREEMENT. Should either PARTY be adversely affected by this Paragraph, the PARTIES
25 agree to meet and negotiate necessary changes.

26 **H.** Any deviation to shift schedules for holidays will be posted at pick.

27 **I.** Pick will be governed by the provision of this Section and by guidelines mutually
28 developed and agreed by the PARTIES.

1 **J.** When a LLR Supervisor is unavailable for work for any reason for 30 or more
2 consecutive calendar days prior to a shake-up, such supervisor shall not pick an assignment except by
3 mutual agreement between the PARTIES. If an Employee who did not pick returns during a shake-up
4 they will revert to the relief list. The relief list shall have a line added, and the LLR Supervisor shall
5 be placed on the relief list in seniority order pursuant to Article R20, Section 6, Paragraph E. A
6 move-up (pursuant to Article R20, Section 5, Paragraph B) may be conducted within 30 days, starting
7 with the first person in seniority order who could not pick the relief list. If the returning LLR
8 Supervisor has higher seniority, no move-up shall be conducted.

9 **K.** RAIL requires that a minimum number of Supervisors, as established by RAIL,
10 maintain LCC certification. A minimum number of supervisors, as established by RAIL, must pick
11 into the LCC starting with the spring pick and commit to one year of service. If the minimum
12 number of Supervisors do not pick into the LCC, inverse seniority of qualified Supervisors will be
13 used to reach the required staffing. RAIL may, at its discretion, increase, up to 20%, the minimum
14 number of both qualified Operations Controllers and the minimum number of Operations Controllers
15 required to pick into the room. METRO will provide notice to the UNION two weeks prior to the
16 Operations Controller pick if this number is increased.

17 **L.** Once per year, prior to the last day in January, 5% of the Supervisors can opt out
18 of LCC certification in seniority order. Ninety days prior to the Operations Controller spring pick,
19 RAIL will put out a letter of interest for non-qualified Supervisors to become qualified. Supervisors
20 who volunteer will be given a minimum of one week of classroom qualifying time and three weeks of
21 OJT peer training if they were previously qualified in the last three years. Supervisors who have not
22 been previously qualified in the last three years will go through initial LCC Operations Controller
23 training. In the event there are not enough volunteers to fill the open positions, RAIL will require
24 Supervisors complete LCC training by inverse seniority.

25 **M.** An LLR Supervisor (including Operations Controllers) who has been unable to
26 work for 30 consecutive days or more must be medically released for full duty effective the first day
27 of the shake-up to be on the pick schedule. See R20.4.J above.

28 ***SECTION R20.5 – MOVE-UPS***

1 A. When a permanent vacancy occurs during a shake-up in any LLR Supervisor
2 position, a seniority move-up will be held by the UNION as soon as possible. Remaining vacant
3 shifts may be offered in seniority order to fully qualified LLRSITs. LCC Operations Controllers will
4 not be allowed to leave their LCC shift unless a lower seniority LCC qualified Supervisor agrees to
5 enter the LCC during the move-up. Remaining vacant shifts, excluding Operations Controller shifts,
6 may be offered in seniority order to fully qualified LLRSITs.

7 B. When a relief list position is added during a shake-up, a move-up for that newly
8 created position may be requested. Such move-up would begin with the first person in seniority order
9 who could not pick the relief list at the First-line pick. Relief list positions for LLRSITs may not be
10 included in a move-up until the LLRSIT on that relief list position has completed their probation as
11 an LLRSIT, whereupon that Employee is eligible to participate in move-ups as a LLR Supervisor.

12 C. Move-ups may not be requested during the last eight weeks of the current shake-
13 up.

14 ***SECTION R20.6 – WORK ASSIGNMENTS***

15 A. The LLR Supervisor job classification, except for LLRSIT, shall have regular
16 shifts and relief shifts. LCC will have separate regular and relief shifts for Operations Controllers.
17 All shifts will be available for pick according to the pick guidelines, However, Operations Controller
18 shifts may only be picked by LCC qualified Supervisors.

19 B. All shifts for LLR Supervisors, including Operations Controllers, shall be
20 completed within a continuous eight or ten hour period.

21 C. Regular shifts, including Operations Controller shifts, shall consist of five
22 consecutive days of work (or four days if it is a 4/40 assignment) in a workweek, with each workday
23 guaranteed eight or ten hours of pay, respectively. Regular shift RDOs shall be two consecutive days
24 (4/40 assignments shall have three consecutive RDOs). All regular shifts will be assigned in their
25 entirety unless otherwise approved by the unit supervisor or designee. When a picked shift is
26 cancelled, the unit supervisor or designee will notify the UNION. This notification will occur on a bi-
27 weekly basis.

28 D. Relief shifts, including Operations Controller relief shifts, will be guaranteed 40

1 hours of pay per workweek, with an eight-hour guarantee each workday. Shifts for Relief LLR
2 Supervisors, including Operations Controller relief shifts, shall be posted by Friday of the week
3 before each pay period ends for each pay period. Complete block assignments must be picked in
4 their entirety/blocks cannot be broken up. Shifts will be picked/filled based by seniority, except
5 where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.

6 **E.** Blocks of work consisting of a Supervisor's picked work of one week or more
7 must be picked in its entirety, including RDOs.

8 **F.** Individual pieces of work may be placed into a block of work, including RDOs, at
9 RAIL's discretion.

10 **G.** Sufficient assignment blocks and RDOs will be created to provide 40 hours (either
11 5/8s or 4/10s) pay for each week picked.

12 **H.** Blocks of work may be created to include Dispatcher, Communications Specialist,
13 and Field Supervisor shifts. Supervisors with Operations Controller relief shifts may pick Operations
14 Controller or Communication Specialist shifts in the LCC. Communication Specialist shifts will be
15 offered to the Operations Controllers relief list prior to being offered to LLR Supervisors on the relief
16 list.

17 **I.** Requests for time off from all LLR Supervisors, including LCC Supervisors, must
18 arrive in the designated inbox no later than 12PM on the Friday of non-pay-day week prior to the bi-
19 weekly relief pick.

20 **J.** There will be two consecutive RDOs (or three consecutive RDOs for 4/40
21 assignments) for each 40-hour week, except for Relief LLR Supervisors, including Relief Operations
22 Controllers, with Friday and Saturday RDO combinations switching to another RDO combination or
23 vice versa. RDOs will not be changed or cancelled without the consent of the affected LLR
24 Supervisor, including Operations Controllers, except in an emergency. The RDOs for Relief LLR
25 Supervisors, including Relief Operations Controllers, may change each pay period as a result of the
26 availability of assignments.

27 **K.** Prior to the end of each pay period, each Relief LLR Supervisor, including
28 Operations Controllers, will pick their assignment for the next pay period from the known available

1 assignments and available RDOs, by seniority. Assignments with five days of the same shift type
2 available in one pay week (Saturday through Friday) must be picked in their entirety with their
3 RDOs. Assignments with four days of the same shift number available in one pay week (Saturday
4 through Friday) must be picked in their entirety with their RDOs. If the four days are part of a 5-day
5 work schedule, an additional open shift (that is not part of an existing block) must be picked on the
6 remaining workday. Each pay week will be picked separately. Assignments selected the first week
7 will not affect selections in the second week, except where minimum time off between shifts and/or
8 54 hours off for RDOs would be compromised.

9 **L.** If there are not enough work assignments for all Relief LLR Supervisors to choose
10 from, extra assignments may be created. RAIL may change a Relief LLR Supervisor's extra
11 assignment by up to eight hours, provided the change is made at least twelve hours before the start
12 time of the LLR Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,
13 or with the Relief LLR Supervisor's consent, a Relief LLR Supervisor's extra assignment may be
14 changed by more than four hours and with less than twelve hours notice. Relief LLR Supervisors
15 who have picked extra assignments must check in between twelve and eight hours prior to the
16 scheduled start of the extra assignment to find out if there is a change. This same process applies to
17 Relief Operations Controllers in the LCC.

18 **M.** All LLR Supervisors, including LCC Operations Controllers, shall have at least 54
19 hours scheduled off for their two consecutive RDOs.

20 **N.** RAIL will determine the number of relief shifts, but the number of relief shifts will
21 not exceed one-third of the total of all shifts.

22 **O.** RAIL agrees to assign all special project assignments by giving equal
23 consideration to the LLR Supervisor's (including Operations Controllers) education, ability and
24 experience as it applies to each assignment. Special project assignments will be posted for regular
25 LLR Supervisors, including Operations Controllers, to apply for and selection shall be based on the
26 above criteria if the special project assignment is to exist for 30 calendar days or more. If the special
27 project assignment is in excess of 90 calendar days, the special project assignment will be rotated
28 among those who applied and who meet the above criteria, provided the rotation does not result in

1 project delay. METRO also recognizes the need for ongoing optional training programs which will
2 allow LLR Supervisors, including Operations Controllers, to become better qualified for their present
3 work assignments or for advancement.

4 **P.** Except where modified by historical practice, agreement or mutual understanding,
5 any work that has been historically or traditionally performed only by LLR Supervisors, including
6 Operations Controllers, will not be performed by any other individual.

7 **Q.** When a shift remains unfilled within one hour of the start time of the shift and
8 RAIL determines that the shift cannot be cancelled, an LLR Supervisor working a different shift with
9 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
10 hours worked by the LLR Supervisor cannot be changed more than 30 minutes except by mutual
11 agreement. When determining which LLR Supervisor will fill the shift, RAIL will consider seniority,
12 LLR Supervisor qualification, business requirements and the LLR Supervisor's desire to change work
13 assignments. Open LCC Operations Controller shifts will be mandatory assignments and will be
14 filled by Operations Controller qualified Supervisors by inverse seniority who have not picked into
15 the LCC.

16 **R.** To meet service needs, LLR Supervisors may be assigned to other duties within
17 their job classification. Any wage differential included in a shift will be maintained if an LLR
18 Supervisor is assigned other duties during their shift.

19 **S.** RAIL will determine the LLR Supervisor staffing needs, including Operations
20 Controller staffing needs, for each special event day. When RAIL has determined which shifts will
21 be required to work, LLR Supervisors will be offered the special event assignment in seniority order,
22 as follows:

23 **1.** LLR Supervisors on regular workday
24 **2.** LLR Supervisors on their RDO
25 **3.** Should no LLR Supervisor accept the special event assignments, they may
26 be assigned by inverse seniority to LLR Supervisors on regular day to work.

27 **4.** This same process will apply separately for Operations Controllers special
28 event assignments.

1 T. Known special event assignments shall be posted at the pick. Special event service
2 that is not posted at the pick shall be made available through the assignment/overtime process.

3 U. LLRITs are ineligible to work as Operations Controllers.

4 ***SECTION R20.7 – SPECIAL ALLOWANCES***

5 A. LLR Supervisors will receive 5% above the LLR Supervisor wage for all time paid
6 when assigned as an Operations Controller, as described in Exhibit RA.

7 B. An LLR Supervisor shall receive two hours straight-time pay in addition to regular
8 pay for each shift during which they instruct an LLRSIT or non-qualified LLR Supervisor or an LLR
9 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This
10 pay will be contingent on the completion of an evaluation of the trainee’s performance.

11 ***SECTION R20.8 – OVERTIME***

12 A. All hours worked in excess of an LLR Supervisor’s daily guarantee on a regular
13 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
14 pay for actual hours worked.

15 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
16 pay of four hours. No LLR Supervisor will be required to work on their RDO except in an extreme
17 emergency. Should no LLR Supervisor accept an overtime assignment, it may be assigned by inverse
18 seniority to LLR Supervisors who are scheduled to work that day as part of their regular assignment.

19 C. All overtime will be assigned according to guidelines mutually developed and
20 agreed by the PARTIES.

21 D. Posted special event assignments will be available for pick by LLR Supervisors.
22 These assignments will be known as future overtime and will be credited to the LLR Supervisor in
23 advance and combined with overtime hours actually worked.

24 E. LCC overtime will be limited to LCC qualified Supervisors. A separate list of LCC
25 cumulative overtime hours will be kept for all LCC qualified Operations Controllers.

26 ***SECTION R20.9 – VACATION SELECTION***

27 The selection of vacation will follow those guidelines set for vacation selection and accrual in
28 Article R9 with the following exceptions:

1 A. LLR Supervisors will pick vacations by LLR Supervisor seniority order twice per
2 year. At the spring pick, LLR Supervisors will select vacations in increments of no less than five
3 days for a 5-day work week or four days for a 4-day work week, by seniority starting with first
4 preferred. After all first choices are filled, by seniority, second, third, fourth and fifth choices will be
5 selected in that order, by seniority. Appropriately accrued vacation credit will be used in the
6 selection of picked vacation periods. LLR Supervisors/LLRSITs shall use the same Vacation Period
7 Table as LLR Operators. Vacation weeks picked during the spring pick may only be cancelled in
8 increments of full work weeks (5 days for 5/8 schedules and 4 days for 4/40 schedules). LCC
9 Operations Controllers will have a separate vacation pick based on seniority. This separate vacation
10 pick will follow the same process as the LLR Supervisor vacation pick.

11 B. The number of LLR Supervisors allowed on vacation during the same period shall
12 be at least one. In addition, LCC Operations Controllers, shall also have at least one Supervisor
13 allowed on a vacation period.

14 C. An LLR Supervisor, including LCC Operations Controllers, may use their current
15 vacation accrual in single-day increments with the approval of their immediate supervisor. Single-day
16 vacations may be consecutive.

17 D. Future pick vacation periods that LLR Supervisors can select at the current pick
18 shall be posted in the pick room by RAIL.

19 E. An LLR Supervisor may change their vacation with approval by RAIL. Change
20 requests shall be submitted in writing prior to the vacation period.

21 ***SECTION R20.10 – GENERAL AND SPECIAL BENEFITS***

22 A. Upon the approval of RAIL, at least one LLR Supervisor per day shall be allowed
23 to use a personal holiday. LCC Operations Controllers shall be allowed to use one personal holiday
24 per day.

25 B. Annually, on the fourth Monday in January, a uniform allowance payable by
26 voucher of twelve times the top step of the LLR Supervisor wage rate on January 1 of each year shall
27 be available for each LLR Supervisor. The maximum uniform allowance balance, which may be
28 carried over into the next year is \$500. The uniform voucher may be used only to purchase

1 authorized uniform items. When an LLR Supervisor needs to replace their all-weather parka or
2 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
3 above allowances, an LLR Supervisor may be reimbursed once each calendar year for one pair of
4 Section approved work shoes costing up to an amount of six times the top step of the LLR Supervisor
5 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
6 LLR Supervisors.

7 C. All necessary safety and foul weather gear will be provided by RAIL.

8 D. LLR Supervisors will receive hands-on orientation on all LLR equipment within
9 90 days of its use in service. Those LLR Supervisors who are directly involved in the
10 operation/service of the special equipment will receive orientation or training on such equipment.

11 E. It is RAIL's responsibility that all LLR Supervisors will be trained and
12 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
13 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
14 of pay.

15 F. LLR Supervisors selected by the UNION will participate in the LLR Labor-
16 Management Relations Committee as needed.

17 G. RAIL will complete a written description of the duties and responsibilities of each
18 shift.

19 H. For all classifications as set forth in Section 1: There will be a minimum of at
20 least one LLR Supervisor allowed to have time off through day off book procedures and RAIL will
21 accommodate LLR Supervisor requests consistent with daily staffing requirements. Day off book
22 procedures will be consistent in all classifications. Requests for AC days may not be entered into the
23 day off book more than one calendar month in advance of the day(s) off desired.

24 ***SECTION R20.11 – ATTENDANCE***

25 A. The PARTIES recognize that RAIL provides an essential public service and that
26 Employees have the responsibility and the obligation to report for all assignments unless previously
27 excused.

28 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 their RDO, who fails to report for work or who
3 reports for work late, will be subject to the policies defined in this AGREEMENT.

4 D. Misses include late reports, unexcused absences and absences. All misses shall be
5 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
6 controls:

7 • First – Informational Notice.
8 • Second – Oral Reminder.
9 • Third – Written Reminder and the Employee will be offered a program of
10 assistance from both PARTIES in developing a plan to improve attendance. This program will
11 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
12 and the UNION Officer/designee will meet with the Employee to write the details of the program,
13 which will be specific to the Employee.

14 • Fourth – One-day suspension, unless the Employee has a five-year record of
15 less than three misses per year, in which case another Written Reminder shall be issued. Whether
16 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

17 • Fifth – Discharge, unless RAIL determines that an additional suspension
18 may be sufficient to correct the Employee’s attendance problem.

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

20 • First through third – Informational Notice.

21 • Fourth – Oral Reminder and Employee will be offered a program of
22 assistance from both PARTIES in developing a plan to improve attendance. This program will

23 include a referral to the Employee Assistance Program (EAP). The METRO unit
24 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
25 of the program, which will be specific to the Employee.

26 • Fifth – Written Reminder.

27 • Sixth – Review of program of assistance; Explanation of Attendance

28 Probation.

1 • Seventh – One-day suspension. Placement on Attendance Probation. This
2 counts as FIRST probationary absence.

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

5 **1.** The attendance probation will begin on the calendar day following the
6 Employee’s seventh miss.

7 **2.** The Employee will be offered a program of assistance from the PARTIES
8 in developing a plan to improve attendance. This program will include a referral to the Employee
9 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
10 will meet with the Employee to write the details of the program, which will be specific to the
11 Employee.

12 **3.** During the attendance probation, the language of Paragraph H will not
13 apply.

14 **4.** For each miss that occurs during the attendance probation, the Employee
15 will be informed in writing of their status.

16 **5.** The Employee will be allowed no more than three misses in each of the two
17 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
18 seventh miss, with a five-day suspension on 7/22/2014, would be on probation with no more than two
19 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

20 An Employee who successfully completes the two twelve-month periods will no longer be on
21 attendance probation.

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

24 **7.** The attendance probation periods will be extended by any unpaid leave,
25 industrial injury, or other protected leave in excess of ten consecutive calendar days.

26 **G.** Four consecutive workdays of absence without leave may be considered a
27 resignation or grounds for termination, as appropriate, taking into consideration mitigating
28 circumstances.

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

8 **I.** Misses for LLR Supervisors, including LCC Supervisors, include:

9 **1.** Unexcused Absence – Failure to report within one hour after designated
10 report time or a Supervisor’s failure to accept late report, or calling in sick less than 30 minutes
11 before an Employee is scheduled to report. An unexcused absence will result in loss of assignment
12 and pay for the day. However, if an Employee is incapable of complying with these requirements to
13 timely report based on a condition listed in Article R11, Section 4, they will be excused if the request
14 is properly submitted.

15 **2.** Late Report – Reporting to work late from two minutes up to one hour after
16 designated report time.

17 **3.** Absence – An unexcused absence which has been changed to an absence.

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

21 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
22 minor infraction, as defined in Article R4, Section 3.

23 **L.** The procedures for changing misses to absences or excused absences shall be as
24 follows:

25 For an LLR Supervisor, a request for a miss to be changed to an absence or excused absence
26 must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence.
27 The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
28 absence.

1 M. The immediate supervisor can assign an LLR Supervisor work, paying only for
2 actual time worked.

3 **ARTICLE R21: LINK LIGHT RAIL VEHICLE MAINTENANCE EMPLOYEES**

4 ***SECTION R21.1 – DEFINITION OF EMPLOYEES***

5 “Link Light Rail Vehicle Maintenance Employees” shall mean all Employees in the following
6 job classifications:

- 7 ● Electromechanic
- 8 ● Electromechanic Trainee
- 9 ● Electromechanic – Lead
- 10 ● Maintenance Service Center (MSC) Worker
- 11 ● Lead Maintenance Service Center (MSC) Worker
- 12 ● Rail Service Worker
- 13 ● Rail Service Worker – Lead

14 ***SECTION R21.2 – GENERAL CONDITIONS***

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

17 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified
18 Employee. No Employee will be required to perform an unsafe procedure.

19 C. A Maintenance Service Center (MSC) Worker or a MSC Worker – Lead who is
20 hired with the requirement to carry a CDL, or who was originally hired without the requirement to
21 carry a CDL but later agrees to drive a vehicle in the performance of their fundamental duties, who
22 acquires a Washington state Class B CDL, and who successfully completes METRO’s driver
23 training, will have an additional \$2.00 per hour added to their base MSC Worker or MSC Worker -
24 Lead wage rate. Such Employee also will be subject to Rail’s Accident Preventability Determination
25 and federally mandated random drug/alcohol tests. A MSC Worker or MSC Worker - Lead who fails
26 to maintain their CDL shall lose their premium pay.

27 ***SECTION R21.3 – WORK ASSIGNMENTS***

28 A. The workweek shall consist of five consecutive days, except when an Employee’s

1 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
2 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
3 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard
4 shift will be completed within a continuous eight hour period, and will include a paid one-half hour
5 lunch break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard
6 shift, there is an expectation that quantity of work will not decrease partly because the
7 overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a
8 regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.

9 **B.** A new Employee shall be assigned by RAIL until the next pick or move-up.

10 **C.** Employees may be detailed for training until fully qualified. The training time will
11 be determined by the PARTIES.

12 **D.** Assignment of specific duties on any shift shall be at the discretion of RAIL.

13 **E.** An Employee who is required to attend training will be given at least seven days’
14 notice if the training is outside their normal shift hours.

15 **F.** For the purposes of the pick and subsequent work assignments, the graveyard shift
16 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
17 swing shift shall be considered the third.

18 **G.** Should it become necessary to alter a shift during a shake-up and such alteration
19 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
20 request for accommodation which requires an alteration in the start or quit times of a shift, such
21 Employee may request that RAIL consider their request. RAIL will then contact the UNION to
22 review the matter. Should a personnel dispute occur, either PARTY can submit the dispute to the
23 King County Alternative Dispute Resolution Program.

24 **H.** For holiday work assignments, RAIL will determine the staffing needs for each
25 shift. When RAIL has determined which classifications will be required to work, Employees in those
26 classifications will be offered the holiday assignment, within base, by shift, and by seniority, as
27 follows:

28 **1.** Employees on regular day to work

1 2. Employees on their RDO

2 3. By inverse seniority, to Employees on regular day to work

3 **SECTION R21.4 – VOLUNTEER ASSIGNMENTS**

4 A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority
5 order with a volunteer from the classification where the vacancy occurs.

6 B. A volunteer assigned to a different work shift will continue to receive the shift
7 differential, if any, associated with their picked shift or the shift differential associated with the shift
8 to which the volunteer is assigned, whichever is greater.

9 **SECTION R21.5 – LEAD EMPLOYEES**

10 A. When a permanent vacancy occurs within a Lead classification, the position will
11 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,
12 Bus-side Employees, other King County employees, and outside applicants. First preference will be
13 given to any current RAIL Employees in the classification being led who have, as of the last day
14 applications are accepted, a minimum of one year of experience in that classification at RAIL. Should
15 METRO determine that no career service RAIL Employees in the classification qualify for a Lead
16 position, it will notify the UNION of its determination prior to moving to all other applicants.

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 shall receive a 10% premium above the top step of the base
21 wage rate of the highest paid classification(s) for which they serve as a lead. If a lead is working on a
22 shift that is eligible for shift differential, their straight-time rate of pay shall be calculated as follows:
23 base hourly rate, plus 10%, plus shift differential.

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

1 leading.

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

4 F. For overtime and holiday work assignments: When performing the regular work of
5 the classification that they are leading, the Lead of that specific classification will be offered the
6 assignment (by base, by shift, by seniority) only after Employees in that classification have been
7 asked first.

8 ***SECTION R21.6 – TEMPORARY UPGRADE LEADS***

9 A. RAIL may temporarily upgrade Employees to Lead status at its discretion.

10 B. Temporary Lead assignments shall be made on the basis of ability, training,
11 education, experience, and job performance as determined by appropriate testing procedures and/or
12 evaluations which will be developed with input from the UNION.

13 C. Temporary Lead assignments shall not receive the working out of classification
14 pay premium, and shall instead receive a 10% premium above the top step of the base wage rate of
15 the classification for which they serve as a Lead. If a temporary lead is working on a shift that is
16 eligible for shift differential, their straight-time rate of pay shall be calculated as follows: base hourly
17 rate, plus 10%, plus shift differential.

18 D. Temporary Lead workers have the responsibility of coordinating the work of the
19 Employees to whom they are assigned to provide lead direction. Temporary Lead workers assign job
20 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all
21 Employees with respect and in a fair and consistent manner. A temporary Lead will be considered a
22 working Lead. In addition to their Lead duties, a temporary Lead shall continue to perform the
23 regular work of the classification they are leading.

24 E. No temporary Lead Employee will discipline other Employees or perform formal
25 Employee evaluations.

26 ***SECTION R21.7 – PICKS AND MOVE-UPS***

27 A. Consistent with LLR Operator picks, three times each year, when a facility opens
28 or closes, or when RAIL schedules a section-wide pick, the number of Employees required on each

1 shift shall be posted.

2 **B.** At the pick, each Employee listed in Section 1 will be permitted to select, by
3 classification seniority, their base and shift (when applicable), and their two consecutive RDOs.
4 Specific duties within a classification also may be picked to the extent specified by RAIL on the pick
5 sheets. Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board
6 Officer for Rail and the Vice President/Assistant Business Representative - Maintenance/designee to
7 discuss and identify any ongoing or planned special projects that may be appropriate for posting on
8 the pick sheets.

9 **1.** All permanent Lead Employees shall pick once annually prior to the first
10 pick of the year for other Rail Vehicle Maintenance Employees.

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

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

19 **E.** A UNION representative for Rail will be present and facilitate the pick.

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

27 **G.** When RAIL determines that an Employee will be unavailable for work for an
28 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail

1 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they
2 may return to their previous picked position, if such still exists, or to a position as close as possible to
3 the assignment they were working previously. RAIL and the Employee may mutually agree to a
4 different assignment, and the UNION will be notified.

5 **H.** If a vacant position is to be filled or a new position is created, Employees in that
6 classification will have a move-up if requested by the UNION. Move-ups will be conducted only
7 when they can be implemented at least 28 days prior to the end of the current shake-up.

8 ***SECTION R21.8 – VACATION SELECTION***

9 **A.** Vacations will be picked by classification once each year no later than March 15th.

10 **B.** The number of Employees allowed to take vacation shall be 10% of the Employees
11 in that classification, rounded to the nearest whole number. However, the number of Employees in
12 each job classification allowed on vacation shall not be less than two Electromechanics, one MSC
13 Worker, and one Rail Service Worker.

14 **C.** Vacation may be selected in blocks of one or more full weeks. The selection of
15 vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year.
16 An Employee who takes their vacation in two or more blocks shall select the second block of their
17 vacation after all Employees in their classification have made their first selection; their third selection
18 after all Employees in their classification have made their second selection; etc., until all blocks of
19 the vacation have been selected. Picked vacation blocks will begin or end with the Employee's
20 RDOs.

21 **D.** A Rail Vehicle Maintenance Employee may use vacation or accumulated time in
22 increments of one or more hours, provided they have available vacation or accumulated time and
23 subject to advance approval by their immediate supervisor.

24 ***SECTION R21.9 – OVERTIME***

25 **A.** All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the
26 scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-
27 half times the existing straight-time rate of pay for the classification for actual overtime hours
28 worked.

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

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

7 **D.** Scheduled or planned overtime will be posted for a minimum of 48 hours. An
8 Employee who wishes to receive scheduled overtime shall sign up on an overtime sign-up sheet
9 posted at their workplace, or email a Chief/Lead and have their name added to the sheet. Each
10 overtime sign-up sheet will close at the beginning of the specified shift on the designated close date.
11 An Employee who is not on the overtime list will not be eligible for scheduled overtime.

12 **E.** A full shift overtime assignment shall first be offered in its entirety before it is split
13 and offered in smaller pieces.

14 **F.** An Employee who is awarded the overtime on the list will be subject to the Section
15 12 – Attendance Management procedures of this AGREEMENT.

16 **1.** If the Employee awarded the overtime calls sick, the overtime shall be
17 offered first to Employees that volunteered for the assignment during its original post time-frame.

18 **2.** The Employee awarded the overtime shall submit a leave request for
19 approval if they no longer wish to volunteer for that assignment. The overtime will be offered first to
20 Employees that volunteered for the assignment during its original post time-frame.

21 **G.** Should no Employee accept the overtime assignment, it may be assigned by
22 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
23 may be assigned to the next least senior Employee.

24 **H.** An Employee on light duty status shall not be eligible for overtime.

25 **I.** An Employee who is scheduled for paid time off and who is interested in working
26 on the RDOs preceding or succeeding their paid time off, must provide written notice to their
27 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
28 these RDO's also require this notice. For overtime assignment, they will be considered in seniority

1 order in accordance with Paragraphs C and D.

2 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's
3 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
4 hourly shift differential. Overtime on swing shift extending to graveyard shift shall be paid at the
5 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at
6 the graveyard shift overtime rate of pay.

7 **K.** In the case of an extreme emergency, RAIL can assign overtime work to any
8 qualified Employee. An Employee who works overtime during an extreme emergency shall be
9 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
10 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-
11 day period. An Employee may voluntarily waive the time off required in this Paragraph.

12 **L.** An LLR Vehicle Maintenance Employee, who has gone home after their regular
13 shift and who is called back to work and reports for work, will be guaranteed at least four hours pay
14 at the overtime rate.

15 **M.** An Employee called in before their regularly-scheduled report time and in
16 conjunction with their regular shift will be paid for actual hours worked.

17 **N.** The following governs Electromechanics-in-Training overtime and holiday work
18 assignments. When performing the regular work of the classification of Electromechanic, an
19 Electromechanic-in-Training will be offered a work assignment, by seniority, only after
20 Electromechanics and Lead Electromechanics in that classification have been asked first.
21 Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the
22 Electromechanic classification for overtime or holidays work assignments.

23 ***SECTION R21.10 – SHIFT DIFFERENTIAL***

24 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.
25 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any
26 shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with
27 a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

28 ***SECTION R21.11 – SPECIAL BENEFITS***

1 A. For 2023, a tool allowance shall be provided to Employees who were permanently
2 assigned as of January 1, 2023. Following 2023, a \$941 tool allowance shall be provided annually, on
3 Employees' regular paychecks, not later than the last paycheck of March of each year, to Employees
4 permanently assigned between January 1st the same year and the last day of the pay period which the
5 tool allowance is issued, to the classification of Lead Electromechanic, Electromechanic, and
6 Electromechanic Trainees who have successfully completed their education modules and passed the
7 Electromechanic exam. No Employee may collect more than one tool allowance in a year.

8 RAIL agrees to provide those tools necessary to perform all mechanical work assigned to
9 LLR Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees
10 who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives
11 under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under
12 RAIL's tool contracts are for an Employee's use during regular work hours and are not to be
13 purchased for an Employee's personal use. Tools purchased or replaced using the tool
14 allowance/discount shall be the personal property of the Employee.

15 B. RAIL shall provide tool insurance to those Employees who receive an annual tool
16 allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
17 discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police
18 report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the
19 worksite. Each Employee shall have on file with their immediate supervisor an up-to-date inventory
20 of tools designating the type, size and manufacturer. Photographs will also be acceptable. RAIL
21 shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three
22 days after the inspection to locate any tools which they claim are missing.

23 C. Each Employee shall receive their choice of coveralls or a clean uniform (pants
24 and shirt) daily.

25 D. Any Employee who is required to work in inclement weather or hazardous areas
26 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
27 to, a rain set, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
28 Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of

1 boots, socks, and cushioned inserts identified on the RAIL voucher at time of purchase). Employees
2 may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid
3 by such voucher shall be \$220 (plus sales tax) per Employee as provided in Paragraph E.

4 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
5 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

6 **F.** When an Employee is informed during their regular shift that overtime in excess of
7 two hours beyond the end of the regular shift will be required, or when an Employee is called at
8 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-
9 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

10 **G.** Except where modified by historical practice, agreement, or mutual understanding,
11 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be
12 performed only by Employees working in those classifications.

13 **H.** RAIL shall respect the classification boundaries that are established in the
14 classification specifications for Link Light Rail Vehicle Maintenance jobs; however it is agreed that
15 the incidental assignment of cross-classification work is allowed. No Employee shall be expected to
16 perform work for which they have not been adequately trained or that is unsafe. If the UNION
17 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall
18 convene special Labor-Management discussion to attempt to address the UNION's concerns over
19 staffing levels and work assignments in a timely manner, not to exceed 15 calendar days.

20 **I.** Link Light Rail Vehicle Maintenance Employees may use the ten minutes prior to
21 the end of their workday for personal clean-up.

22 **J.** When upgraded to a Lead position, the Employee shall receive the Lead rate of
23 pay. When upgraded to any other classification, an Employee shall be paid according to Article R3.
24 However, no upgraded Employee shall be paid more than the top step of the classification to which
25 they have been upgraded.

26 **K.** RAIL will provide a secure area at each work location for UNION related
27 materials accessible to all UNION representatives at that location.

28 **L.** An Employee who is assigned to train an Intern, Apprentice, or Electromechanic

1 Trainee will receive a 10% premium under the following circumstances, and is only paid for actual
2 time spent training. Leads are not eligible for training pay. Time spent training an Apprentice,
3 Intern, or Electromechanic Trainee must be pre-authorized in writing and involve active instruction.
4 Training pay will not be offered for any other types of intern, apprentice, or peer-to-peer training or
5 orienting new Employees.

6 M. Employees covered by this Article shall be eligible for a reimbursement of \$250
7 toward the purchase of one pair of prescription safety glasses every three (3) years.

8 **SECTION R21.12 – ATTENDANCE**

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

13 B. Rail will monitor and record attendance using the terms of late occurrence and
14 unexcused absence. No late occurrence or unexcused absence will be issued to Employees that call
15 one-half hour before their shift to request unscheduled leave and then are requested to come to work,
16 provided they report to work in a reasonable time. An Employee can use AC time or vacation time to
17 make up lost time.

18 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
19 follows:

- 20 1. An Employee may complete any time left on their shift.
- 21 2. An Employee may work a full eight hours or ten hours for 4/40 Employees
22 even though this work would continue into the next shift.
- 23 3. An Employee may not use AC time or vacation to make up lost time.
- 24 4. An Employee will be paid for actual hours worked at their scheduled rate of
25 pay.
- 26 5. A late occurrence shall not create an overtime opportunity for the late
27 Employee. No grievances will be filed by other Employees claiming
28 overtime infringements should an Employee elect to work their full shift

1 and the time worked extends into another shift.

2 6. Late occurrences will be recorded in a 180-day rolling time frame as
3 follows:

- 4 a. 1st through 3rd occurrence – Employee will sign Employee Absence
5 Report Form.
- 6 b. 4th occurrence – Employee will sign Employee Absence Report
7 and Employee will receive an Oral Reminder. The Employee will
8 be offered a program of assistance from both PARTIES in
9 developing a plan to improve attendance. This program will include
10 referral to the Employee Assistance Program. The Metro unit
11 superintendent/chief and the UNION Officer/designee will meet
12 with the Employee to write the details of the program, which will
13 be specific to the Employee.
- 14 c. 5th occurrence – Employee will sign Employee Absence Report
15 and Employee will receive a Written Reminder.
- 16 d. 6th occurrence – One-day suspension without pay.
- 17 e. 7th occurrence – Discharge unless METRO determines that an
18 additional suspension may be sufficient to correct the Employee’s
19 attendance problem.

20 **D.** Unexcused absences (over two hours late) shall be managed and recorded as

21 follows:

- 22 1. An Employee may complete their shift only.
- 23 2. An Employee may not use AC time or vacation to supplement their regular
24 shift pay.
- 25 3. Such Employee is not eligible for overtime that day.
- 26 4. Unexcused absences will be recorded in a twelve-month rolling time frame
27 as follows:

- 28 a. 1st occurrence – Employee will sign Employee Absence Report and

1 Employee will receive an Oral Reminder.

2 b. 2nd occurrence – Employee will sign Employee Absence Report
3 and Employee will receive a Written Reminder. The Employee will
4 be offered a program of assistance from both PARTIES in
5 developing a plan to improve attendance. This program will include
6 referral to the Employee Assistance Program. The Metro unit
7 superintendent/chief and the UNION Officer/designee will meet
8 with the Employee to write the details of the program, which will
9 be specific to the Employee.

10 c. 3rd occurrence – One-day suspension without pay.

11 d. 4th occurrence – Discharge unless METRO determines that an
12 additional suspension may be sufficient to correct the Employee’s
13 attendance problem.

14 E. An occurrence which results in a second one-day suspension within 180 calendar
15 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO
16 determines that an additional suspension may be sufficient to correct the Employee’s attendance
17 problem.

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

21 G. An Employee who had a late occurrence or unexcused absence removed from the
22 attendance management record has the option to use vacation leave or AC time as appropriate, to
23 make up lost time.

24 H. The PARTIES agree to review this Section on an annual basis.

25 ***SECTION R21.13 – ELECTROMECHANIC TRAINING PROGRAM***

26 A. **Training Committee.** A joint Electromechanic Training Committee shall consist
27 of equal members of the UNION and RAIL management. The UNION’s Second Vice President -
28 Maintenance shall assign the UNION’s committee members.

B. Ongoing Program Evaluation:

1. The Electromechanic Training Committee will evaluate the Electromechanic Training Program on an ongoing basis to determine its value and effectiveness. Input from the Rail Vehicle Maintenance Superintendents, Chiefs, Leads and the Electromechanic Trainees will be used to assist in evaluating the program. The Committee will vote on recommended changes and adjustments to the program.

2. Any issues that cannot be agreed upon by the Committee shall be moved forward to the Rail Vehicle Maintenance Superintendent and the UNION's Second Vice President - Maintenance for resolution.

C. Meetings:

The Electromechanic Training Committee shall meet at least once each shake-up. Each meeting shall consist of at least one committee from RAIL and one from the UNION. During these meetings the Committee shall review the curriculum changes, task hours and review Trainee feedback, to ensure the best development of the Electromechanic Trainee throughout the program.

D. Rate of pay upon completion of training program:

When an Electromechanic Trainee has graduated from the training program and has been placed in a regular Electromechanic position, the Employee's salary will be moved to the 90% step of the Electromechanic pay scale.

E. Seniority:

When candidates have been selected to join the Electromechanic Training Program, they will be added to the Electromechanic seniority list for future placement. Upon graduation from the program, the Employee will assume this position of seniority as an Electromechanic.

SECTION R21.14 – HIRING OF ELECTROMECHANICS

Vacancies in the Electromechanic classification will be filled by an open and competitive recruitment. METRO shall have sole discretion to select the candidate for hire.

SECTION R21.15 – LABOR-MANAGEMENT RELATIONS

1 Employees will participate in the Rail Labor-Management Relations Committee.

2 **ARTICLE R22: TRACK AND SIGNALS EMPLOYEES**

3 ***SECTION R22.1 – DEFINITION OF EMPLOYEES***

4 “Track and Signals Employees” shall mean all Employees in the following job classifications,
5 and their respective lead positions where applicable:

- 6 ● Rail Laborer
- 7 ● Rail Signal and Communications Technician
- 8 ● Rail Signal and Communications Technician – Lead
- 9 ● Rail Track and Right of Way Maintainer
- 10 ● Rail Track and Right of Way Maintainer – Lead

11 ***SECTION R22.2 – SUBCONTRACTING***

12 RAIL shall not subcontract work historically performed by Employees represented by
13 the UNION; however, the UNION understands that the scope of work performed by RAIL
14 Employees is determined by Sound Transit.

15 ***SECTION R22.3 – CAREER PATHS – PERMANENT APPOINTMENTS***

16 Vacancies in Track and Signals classifications will be filled by an open and
17 competitive recruitment. Qualified internal candidate applicants shall be given preference. If a
18 suitable candidate is not identified for hire among internal applicants, then METRO shall have sole
19 discretion to select the candidate for hire.

20 ***SECTION R22.4 – VOLUNTEER ASSIGNMENTS***

21 **A.** If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority
22 order with a volunteer.

23 **B.** A volunteer assigned to a different work shift will continue to receive the shift
24 differential, if any, associated with their picked shift or the shift differential associated with the shift
25 to which the volunteer is assigned, whichever is greater.

26 ***SECTION R22.5 – WORK ASSIGNMENTS***

27 **A.** The workweek shall consist of five consecutive days, except when an Employee’s
28 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regularly

1 scheduled workday. Each shift will be completed within a continuous eight hour period and will
2 include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the
3 “straight through” shifts, there is an expectation that quantity of work will not decrease because
4 Employees are expected to respond to calls for service during a planned/designated lunch break.
5 Employees who pick a regular weekly schedule consisting of an alternative workweek will be
6 governed by the provisions in Article R13.

7 **B.** RAIL will endeavor to provide four weeks’ notice for altering a shift, such as for
8 training purposes. Such alterations are temporary and will not exceed two (2) weeks during a
9 shakeup without mutual agreement, excluding training which may have a longer duration than two
10 (2) weeks, and will not replace an Employee’s picked work assignment. If RAIL alters a shift, the
11 Employee will retain the shift differential of their picked work. If an Employee requests to have their
12 shift altered and the request is granted, they will receive the appropriate pay of the altered shift which
13 may not include the shift differential of their picked work. If it becomes necessary for RAIL to alter
14 a shift, and such alteration imposes a serious hardship on the Employee, such Employee may request
15 that the PARTIES review the matter.

16 **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift
17 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
18 third.

19 **D.** For holiday work assignments, RAIL will determine the staffing needs for each
20 shift. Holiday work assignments will be subject to language in Section 11, Paragraph C.

21 **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

22 ***SECTION R22.6 – TEMPORARY UPGRADES***

23 **A.** The provisions of Article R3, Section 14, Paragraph B, shall not apply to Track
24 and Signals Employees. Instead, all assigned work in a higher paid classification (working out of
25 classification) will be paid a working out of classification pay premium for actual time worked up to
26 four hours. Assigned work in a higher paid classification in excess of four hours will be paid the
27 working out of classification pay premium for the entire shift. Overtime will be paid at the overtime
28 rate including the working out of classification premium.

1 **B.** Working out of classification assignments will be assigned based on qualifications,
2 as determined by RAIL.

3 **C.** Seniority will determine which Employee is assigned working out of class among
4 equally qualified Employees.

5 **D.** An Employee who declines a working out of class opportunity may not displace
6 the Employee who accepted it, regardless of seniority.

7 **E.** Training opportunities for working out of classification qualification will be
8 offered on a rotating basis using a sign up sheet established by seniority.

9 **F.** An Employee assigned temporarily to a Lead position shall not receive the working
10 out of classification pay premium, and shall instead receive 10% above the top step of the base wage
11 rate of the classification for which they serve as a Lead.

12 If RAIL determines that a temporary Lead position will be needed for a project or
13 crew which has three or more Employees and/or will last for more than 90 calendar days, and/or
14 when justified by the additional responsibilities and coordination, RAIL may assign a regular
15 journey-level Lead instead of a designated Lead.

16 **1.** Employees assigned to a temporary Lead position will be selected from
17 Employees on the project or crew who have completed probation.

18 **2.** Each temporary Lead will be considered a working Lead. In addition to
19 their Lead duties, a Lead shall continue to perform their assigned duties.

20 **3.** No temporary Lead will discipline other Employees (as defined by Article
21 R4, Section 2(A)).

22 ***SECTION R22.7 – TEMPORARY DESIGNATED LEADS***

23 **A.** An Employee assigned temporarily to a designated Lead position in the Track and
24 Signals sections shall not receive the working out of classification pay premium, and shall instead
25 receive 10% above the top step of the base wage rate of the classification for which they serve as a
26 Lead.

27 **B.** A designated Lead will be assigned by the chief at the discretion of RAIL, bearing
28 in mind Employees' interests in receiving training opportunities and opportunities to experience Lead

1 work assignments, and taking into account Employees' abilities, training, education, experience,
2 seniority, and job performance.

3 C. Any Employee who trains a newly hired Employee will receive designated Lead
4 pay. Lead pay for training shall be assigned at the discretion of RAIL.

5 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
6 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
7 the entire shift.

8 E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a
9 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

10 F. A designated Lead will be considered a working Lead. In addition to their
11 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

12 G. No designated Lead will discipline other Employees (as defined by Article R4,
13 Section 2(A)).

14 **SECTION R22.8 – LEADS**

15 A. When a permanent vacancy occurs within a Lead classification, the position will
16 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,
17 Bus-side Employees, other King County employees, and outside applicants. First preference will be
18 given to any current RAIL Employees in the classification being led who have, as of the last day
19 applications are accepted, successfully completed probation in that classification at RAIL. Should
20 METRO determine that no career service RAIL Employees in the classification qualify for a Lead
21 position, it will notify the UNION of its determination prior to moving to all other applicants.

22 B. Lead Employees shall be selected on the basis of ability, training, education,
23 experience, and job performance through appropriate testing procedures and/or evaluations that will
24 be developed with union input.

25 C. Each Lead Employee in Track & Signals shall receive a 10% premium above the
26 top step of the base wage rate in the classification for which they serve as a Lead. If a lead is
27 working on a shift that is eligible for shift differential, their straight-time rate of pay shall be
28 calculated as follows: base hourly rate, plus 10%, plus shift differential.

1 **D.** Lead workers have the responsibility of coordinating the work of the Employees to
2 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
3 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working
4 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the
5 classification from which they lead.

6 **E.** No Lead Employee will discipline, as defined in Article R4, Section 3, other
7 Employees or perform formal Employee evaluations.

8 **F.** For Overtime and Holiday work assignments: When performing the regular work
9 of the classification that they are leading, the Lead of that specific classification will be offered the
10 assignment only after Employees in that classification have been asked in each step of the overtime
11 process.

12 ***SECTION R22.9 – PICKS AND MOVE-UPS***

13 **A.** Two picks shall be held annually for Track and Signals Employees to be effective
14 on the start of the closest pay period to March 15 and September 15. When a facility opens or closes,
15 a section-wide pick will occur for those job classifications affected.

16 **B.** All Employees listed in Section 1 may select by classification seniority their shift
17 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be
18 picked to the extent specified by RAIL on the pick sheets.

19 **C.** A vacation pick will be held twice per year during each pick of the year. Vacation
20 blocks available will be for the period of the picked schedule. When the pick schedule is posted,
21 RAIL will inform the UNION of the number of Employees to be off on picked vacation per block.

22 **D.** Copies of the proposed pick schedule and shifts will be posted for review no later
23 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
24 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
25 after the pick.

26 **E.** An Employee who is unable to attend the pick may leave an absentee pick form
27 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so
28 will result in the UNION representative picking an assignment for the Employee. The UNION

1 representative shall make an effort to select an assignment comparable to the assignment most
2 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration
3 procedure.

4 **F.** When RAIL determines that an Employee will be unavailable for work for an
5 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of
6 the pick process.

7 **G.** If a vacant position is to be filled or a new position is created, Employees in that
8 classification will have a move-up if requested by the UNION. Move-ups will be conducted only
9 when they can be implemented at least 28 calendar days prior to the end of the current shake-up.

10 **H.** Rail Laborers can only pick within the work group for which they were hired.

11 ***SECTION R22.10 – VACATION SELECTION***

12 **A.** At least one Employee or 10% rounded to the next highest whole number,
13 whichever is greater, in each job classification shall be allowed to use vacation in each vacation
14 period, provided that RAIL has sufficient staffing to provide service and Employees can work under
15 safe conditions. The UNION representatives shall conduct the vacation pick.

16 **B.** During the vacation selection each Track and Signals Employee may select a
17 maximum of five separate blocks of vacation, in the following payroll year, each consisting of one or
18 more full weeks. Vacation selections shall be made by seniority within a job classification. An
19 Employee who takes their vacation in two or more blocks shall select the second block of their
20 vacation after all Employees in their classification have made their first selection; their third selection
21 after all Employees in their classification have made their second, etc. Employees may only pick
22 vacation hours totaling up to their balance at time of the pick. RAIL shall post a calendar with all
23 approved vacation selections indicated. Vacation changes shall not be allowed less than 30 days
24 prior to the effective day of requested leave except in emergencies, as determined by RAIL.

25 **C.** After the vacation pick, any other vacation requests, and AC time, will be honored
26 on a first come, first served basis, using the following process outlined below.

27 **1.** For 1 – 3 days off, the request must be received by the Chief one week in
28 advance of the first day requested off. The Chief will respond withing one business day after receipt

1 of the request. Based on RDO's and work schedules, it is the Employee's responsibility to contact
2 their Chief to notify them of the request.

3 1. For 4 – 7 days off, the request must be received by the Chief two weeks in
4 advance of the first day requested off. The Chief will respond within three business days after receipt
5 of the request.

6 2. For any time greater than 7 days off, the request must be received by the
7 Chief at least three weeks in advance of the first day requested off. The Chief will respond within
8 four business days after receipt of the request.

9 D. An Employee who has not filed a vacation request according to the above
10 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

11 E. On September 15 of each year, RAIL will notify each Employee who has a
12 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee
13 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

14 F. An Employee may use vacation leave in one-hour increments with the approval of
15 their immediate supervisor.

16 G. Management will respond to a written request for any vacation or leave within
17 seven calendar days of receipt.

18 ***SECTION R22.11 – OVERTIME***

19 A. Definitions: For the purpose of this Article R22, the following definitions apply:

20 1. "Scheduled overtime" shall mean overtime that is being offered more than
21 24 hours in advance from the start of the overtime shift.

22 2. "Unscheduled overtime" shall mean an overtime shift that is being offered
23 less than 24 hours in advance from the start of the overtime shift.

24 B. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
25 scheduled workday, except as provided in Article R13, and on an Employee's RDO shall be paid at
26 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification
27 for actual overtime hours worked.

28 C. When unscheduled overtime is requested to complete a special task, the overtime

1 will first be offered to the Employee within the classification responsible for the work. A special task
2 shall mean:

- 3 1. non-ordinary circumstances in which the work cannot wait to be completed; or
- 4 2. work deemed unreasonable to have anyone but the existing Employee
5 performing the work.

6 **D.** Unscheduled overtime call procedures will be as follows: For unscheduled
7 overtime assignments, RAIL will call a qualified Employee using the overtime contact list, by
8 seniority, for the classification affected at the Base where overtime is needed. RAIL will then call
9 down the list until the number of Employees needed have agreed to cover overtime. RAIL is not
10 required to give a call-back grace period when calling down the list to staff unscheduled overtime nor
11 is RAIL required to leave a message. Employees on authorized leave will not be called for
12 unscheduled overtime, unless it is an extreme emergency. The provisions of this section shall not
13 apply to overtime involving inclement weather or for special task work as defined in R22, Section
14 11.C.

15 **E.** Scheduled overtime should be posted on Monday or as soon as it is known, and
16 closed at noon on Thursday of the week prior to the scheduled overtime. If Thursday is a holiday, the
17 posting will close on the preceding Wednesday using the same procedure.

18 1. Scheduled overtime will be assigned to the Employee in the same job
19 classification in the same shift as the overtime, in seniority order, provided the Employee is qualified
20 and reasonably available.

21 2. If scheduled overtime is not filled after all the procedures outlined in
22 Paragraph 1 have been followed, it may be offered to Employees in the same job classification in the
23 other shift, in seniority order, provided the Employee is qualified and reasonably available.

24 3. If scheduled overtime has not been filled after all the procedures outlined in
25 Paragraphs 1 and 2 have been followed, then it may be assigned to Leads in the same job
26 classification in the same shift as the overtime, in seniority order, provided the Employee is qualified
27 and reasonably available.

28 4. If overtime is still unfilled after the procedures stated in Paragraphs 1 – 3

1 are followed, RAIL may assign overtime to Leads in the same job classification in the other shift, in
2 seniority order, provided the Employee is qualified and reasonably available.

3 **5.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 4 are
4 followed, RAIL may assign overtime to Employees in the next lower job classification on the same
5 shift, in seniority order, provided the Employee is qualified and reasonably available.

6 **6.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 5 are
7 followed, RAIL may assign overtime to Employees in the next lower job classification on the other
8 shift, in seniority order, provided the Employee is qualified and reasonably available.

9 **7.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 6 are
10 followed, RAIL may assign overtime to Employees in other job classifications, provided the
11 Employee is qualified.

12 **8.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 7 are
13 followed, RAIL may assign overtime by inverse seniority to Employees in the same job
14 classification. In the event of an emergency, RAIL may assign overtime to any qualified Employee.

15 **9.** If an overtime assignment is greater than 4 hours in length and the majority
16 of the assignment is between the hours of 6:01 am and 6:00 pm, it shall be offered to dayshift
17 Employees first. If the majority of the work is between 6:01pm and 6:00 am, it shall be offered to
18 graveyard Employees first.

19 **F.** Overtime assignments of 4 hours or less, in conjunction to a shift will be offered to
20 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
21 be performed.

22 **G.** A Track and Signals Employee, who has gone home after their regular shift, and
23 who is called back to work and reports for work, will be guaranteed four hours of pay at the overtime
24 rate. If a Track and Signals Employee can correct the situation without having to report to the
25 worksite, they will be guaranteed two hours of pay at the overtime rate.

26 **H.** If RAIL calls an Employee and offers overtime to report to work immediately and
27 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the
28 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two

1 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours
2 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to
3 work, the four hours referenced in Paragraph F will apply, timed from the first phone call.

4 I. A Track and Signals Employee called in before their scheduled report time and in
5 conjunction with their regular shift will not be sent home early to avoid overtime payment and will
6 not be required to work beyond a spread of twelve hours. An Employee desiring to go home early
7 may request permission from their immediate supervisor.

8 J. Overtime on any shift shall be computed at the rate paid for the Employee's
9 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the
10 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
11 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
12 into the day shift will be paid at the overtime rate with graveyard shift differential.

13 1. Employees must have at least one eight hour continuous rest period in any
14 24 hour period and must have at least one ten hour continuous rest period in any 48 hour period.

15 2. In the event that an Employee does sign up for, or RAIL awards, overtime
16 in violation of rest breaks and/or hour restrictions, RAIL shall award the assignment to the next
17 senior Employee who meets the rest restrictions, prior to making corrections to the assignment.

18 ***SECTION R22.12 – SHIFT DIFFERENTIAL***

19 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.
20 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any
21 shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with
22 a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

23 ***SECTION R22.13 – SPECIAL BENEFITS***

24 A. RAIL will provide any and all tools necessary to perform all assigned mechanical
25 work to Track and Signals Employees.

26 B. Each Track and Signals Employee shall receive eleven uniforms and shall wear a
27 uniform during all work hours.

28 C. Each Employee who is required to work in inclement weather or hazardous areas

1 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
2 to Personal Protective Equipment (PPE), a rain set, hat and boots.

3 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and
4 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be
5 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up
6 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such
7 voucher shall be \$220 (plus sales tax) per Employee. A replacement item will be issued when the
8 item is lost, stolen, damaged or worn out.

9 **E.** When an Employee works two or more hours of overtime in conjunction with their
10 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the
11 Employee's preference.

12 **F.** RAIL shall reimburse each Employee for the cost of any license(s) required in
13 relation to their job classification or job duties, excluding the cost of the state-issued driver's license.

14 **G.** Employees covered by this Article shall be eligible for a reimbursement of \$250
15 toward the purchase of one pair of prescription safety glasses every three (3) years.

16 ***SECTION R22.14 – ATTENDANCE***

17 **A.** The PARTIES recognize that Track and Signals duties and functions are critical
18 and that Employees have the responsibility and obligation to be at work on time each day. Track and
19 Signals Employees will be subject to the following terms, which supersede any conflicting provisions
20 elsewhere in the AGREEMENT.

21 **B.** Track and Signals will monitor and record attendance using the terms of late
22 occurrence and unexcused absence.

23 **C.** A late occurrence:

24 **1.** of up to one hour shall be managed and recorded as follows:

25 **a.** An Employee may complete any time left on their shift.

26 **b.** An Employee may work a full eight or ten hours even though this
27 work would continue into the next shift.

28 **c.** An Employee may not use AC time or vacation to make up lost

1 time.

2 d. An Employee will be paid for actual hours worked at their
3 scheduled rate of pay.

4 e. A late occurrence shall not create an overtime opportunity for the
5 late Employee. No grievances will be filed by other Employees claiming overtime infringements
6 should an Employee elect to work their full shift and the time worked extends into another shift.

7 2. of between one and two hours shall be managed and recorded as follows:

8 a. An Employee may complete any time left on their shift only.

9 b. An Employee may not use AC time or vacation to make up lost
10 time.

11 c. An Employee will be paid for hours worked at their scheduled rate
12 of pay.

13 3. Late occurrences will be recorded in a 180 day rolling time frame as
14 follows:

15 a. 1st through 3rd occurrence – Employee will sign Employee Absence
16 Form.

17 b. 4th occurrence – Employee will sign Employee Absence Report
18 and Employee will receive an Oral Reminder. The Employee will be offered a program of assistance
19 from both PARTIES in developing a plan to improve attendance. This program will include referral
20 to the Employee Assistance Program. The Metro unit superintendent/chief and the UNION
21 Officer/designee will meet with the Employee to write the details of the program, which will be
22 specific to the Employee.

23 c. 5th occurrence – Employee will sign Employee Absence Report
24 and Employee will receive a Written Reminder.

25 d. 6th occurrence – one-day suspension without pay.

26 e. 7th occurrence – discharge unless METRO determines that an
27 additional suspension may be sufficient to correct the Employee’s attendance problem.

28 **D.** Unexcused absences (over two hours late) shall be managed and recorded as

1 follows:

- 2 1. An Employee may complete their shift only.
- 3 2. An Employee may not use AC time or vacation to supplement their regular
- 4 shift pay.
- 5 3. Such Employee is not eligible for overtime that day.
- 6 4. Unexcused absences will be recorded in a twelve-month rolling time frame

7 as follows:

8 a. 1st occurrence – Employee will receive Oral Reminder; Employee
9 will sign Employee Absence Report.

10 b. 2nd occurrence – Employee will receive Written Reminder;
11 Employee will sign Employee Absence Report. The Employee will be offered a program of
12 assistance from both PARTIES in developing a plan to improve attendance. This program will
13 include referral to the Employee Assistance Program. The Metro unit superintendent/chief and the
14 UNION Officer/designee will meet with the Employee to write the details of the program, which will
15 be specific to the Employee.

16 c. 3rd occurrence – One-day suspension without pay.

17 d. 4th occurrence – Discharge, unless METRO determines that an
18 additional suspension may be sufficient to correct the Employee’s attendance problem.

19 E. An occurrence which results in a second one day suspension within 180 calendar
20 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO
21 determines that an additional suspension may be sufficient to correct the Employee’s attendance
22 problem.

23 F. Extenuating circumstances will be considered. Any request by an Employee to
24 have a late occurrence or unexcused absence removed from the attendance management record must
25 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a
26 late occurrence or unexcused absence that has been removed from the attendance management record
27 has the option to use vacation leave or AC time, as appropriate to make up lost time.

28 G. The PARTIES agree to review this Section on an annual basis.

1 ***SECTION R22.15 – TRAINING***

2 The PARTIES shall develop training programs in selected trade classifications. The
3 PARTIES will jointly determine the implementation of the programs. The programs will recognize
4 that workforce diversity is valued and encouraged.

5 ***SECTION R22.16 – LINK LIGHT RAIL LABOR-MANAGEMENT RELATIONS***
6 ***COMMITTEE***

7 Track and Signals Employees will participate in the Rail Labor-Management Relations
8 Committee.

9 ***SECTION R22.17 – WORKING OUT OF CLASSIFICATION OR SPECIAL DUTY***
10 ***ASSIGNMENTS TO CHIEFS***

11 No Employee assigned temporarily to Chief shall issue discipline to other Employees or
12 perform formal annual performance appraisals.

13 **ARTICLE R23: LINK LIGHT RAIL FACILITIES EMPLOYEES**

14 ***SECTION R23.1 – DEFINITION OF EMPLOYEES***

15 “Link Light Rail Facilities Employees” shall mean all Employees in the following job
16 classifications, and their respective lead positions where applicable:

- 17 ● Grounds Specialist
- 18 ● Lead Rail Facilities Custodian
- 19 ● Lead Rail Station Custodian (Lead Transit Custodian)
- 20 ● Lead Transit Grounds Specialist
- 21 ● Lead Transit Maintenance Painter
- 22 ● Lead Transit Building Operating Engineer
- 23 ● Rail Facilities Custodian
- 24 ● Rail Facilities Mechanic
- 25 ● Rail Facilities Mechanic – Lead
- 26 ● Rail Laborer
- 27 ● Rail Laborer - Lead
- 28 ● Rail Station Custodian

- Transit Maintenance Painter
- Building Operating Engineer

SECTION R23.2 – SUBCONTRACTING

RAIL shall not subcontract work historically performed by Employees represented by the UNION; however, the UNION understands that the scope of work performed by RAIL Employees is determined by Sound Transit.

SECTION R23.3 – CAREER PATHS – PERMANENT APPOINTMENTS

RAIL shall use an open and competitive hiring process for filling Link Light Rail Facilities classifications. Qualified Employee applicants shall be given preference. If a suitable candidate is not identified for hire among Employee applicants, then METRO shall have the discretion to select the candidate for hire.

SECTION R23.4 – VOLUNTEER ASSIGNMENTS

A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority order with a volunteer.

B. A volunteer assigned to a different work shift will continue to receive the shift differential, if any, associated with their picked shift or the shift differential associated with the shift to which the volunteer is assigned, whichever is greater.

SECTION R23.5 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee’s pick makes this impossible. An Employee will be guaranteed eight hours pay for each regularly scheduled workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift will be completed within a continuous eight-hour period, and will include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard shift, there is an expectation that quantity of work will not decrease partly because the overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a regular weekly schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

1 **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious
2 hardship on the Employee, such Employee may request that the PARTIES review the matter.

3 **C.** 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 the second, and the swing shift the
5 third.

6 **D.** For holiday work assignments, RAIL will determine the staffing needs for each
7 shift. Holiday work assignments will be subject to language in Section 11.

8 **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

9 ***SECTION R23.6 – TEMPORARY UPGRADES***

10 **A.** The provisions of Article R3, Section 14, Paragraph B, shall not apply to Rail
11 Facilities Employees. Instead, all assigned work in a higher paid classification (working out of
12 classification) will be paid a working out of classification pay premium for actual time worked up to
13 four hours. Assigned work in a higher paid classification in excess of four hours will be paid the
14 working out of classification pay premium for the entire shift. Overtime will be paid at the overtime
15 rate including the working out of classification premium.

16 **B.** Working out of classification assignments will be assigned based on qualifications,
17 as determined by RAIL.

18 **C.** Seniority will determine which Employee is assigned working out of classification
19 among equally qualified Employees.

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

22 **E.** Training opportunities for working out of classification qualification will be
23 offered on a rotating basis using a sign up sheet established by seniority.

24 **F.** An Employee assigned working out of classification to a Lead position shall not
25 receive the working out of classification pay premium, and shall instead receive 10% above the top
26 step of the base wage rate of the classification for which they serve as a Lead.

27 If RAIL determines that a Lead position will be needed for a project or crew which
28 has three or more Employees and/or will last for more than 90 calendar days, and/or when justified

1 by the additional responsibilities and coordination, RAIL may assign a regular journey-level Lead
2 instead of a temporary Lead.

3 1. Employees assigned to working out of classification in a temporary Lead
4 position will be selected from Employees on the project or crew who have completed probation.

5 2. Each temporary Lead will be considered a working Lead. In addition to
6 their Lead duties, a Lead shall continue to perform their assigned duties.

7 3. No temporary Lead will discipline other Employees (as defined by Article
8 R4, Section 2(A)).

9 ***SECTION R23.7 – TEMPORARY DESIGNATED LEADS***

10 A. An Employee assigned temporarily to a designated Lead position in the Link Light
11 Rail Facilities sections shall not receive the working out of classification pay premium, and shall
12 instead receive 10% above the top step of the base wage rate of the classification for which they serve
13 as a Lead.

14 B. A designated Lead will be assigned by the immediate supervisor or chief at the
15 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and
16 opportunities to experience Lead work assignments, and taking into account Employees' abilities,
17 training, education, experience, seniority, and job performance.

18 C. Any Employee who trains a newly hired Employee will receive designated Lead
19 pay. Lead pay for training shall be assigned at the discretion of RAIL.

20 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
21 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
22 the entire shift.

23 E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a
24 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

25 F. A designated Lead will be considered a working Lead. In addition to their
26 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

27 G. No designated Lead will discipline other Employees (as defined by Article R4,
28 Section 3).

1 **SECTION R23.8 – LEADS**

2 A. When a permanent vacancy occurs within a Lead classification, the position will
3 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,
4 Bus-side Employees, other King County employees, and outside applicants. First preference will be
5 given to any current RAIL Employees in the classification being led who have, as of the start date of
6 the Lead position, a minimum of two years experience in that classification at RAIL. Should METRO
7 determine that no career service RAIL Employees in the classification qualify for a Lead position, it
8 will notify the UNION of its determination prior to moving to all other applicants.

9 B. Lead Employees shall be selected on the basis of ability, training, education,
10 experience, and job performance, through appropriate testing procedures and/or evaluations that will
11 be developed with Union input.

12 C. Each Lead Employee in Rail Facilities shall receive a 10% premium above the top
13 step of the base wage rate of the classification for which they serve as a Lead. If a lead is working on
14 a shift that is eligible for shift differential, their straight-time rate of pay shall be calculated as
15 follows: base hourly rate, plus 10%, plus shift differential.

16 D. Lead workers have the responsibility of coordinating the work of the Employees to
17 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
18 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working
19 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the
20 classification from which they lead.

21 E. No Lead Employee will discipline, as defined in Article R4, Section 2, Paragraph
22 A, other Employees or perform formal Employee evaluations.

23 F. For Overtime and Holiday work assignments: When performing the regular work
24 of the classification that they are leading, the Lead of that specific classification will be offered the
25 assignment only after Employees in that classification have been asked in each step of the overtime
26 process.

27 **SECTION R23.9 – PICKS AND MOVE-UPS**

28 A. Two picks shall be held annually for Link Light Rail Facilities Employees to be

1 effective on the start of the closest pay period to March 15 and September 15. When a facility opens
2 or closes, a section-wide pick will occur for those job classifications affected.

3 **B.** All Employees listed in Section 1 may select by classification seniority their shift
4 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be
5 picked to the extent specified by RAIL on the pick sheets.

6 **C.** A once-yearly vacation pick will be held during the first pick of the year. When
7 the pick schedule is posted, RAIL will inform the UNION of the number of Employees to be off on
8 picked vacation per block.

9 **D.** Copies of the proposed pick schedule and shifts will be posted for review no later
10 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
11 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
12 after the pick.

13 **E.** An Employee who is unable to attend the pick may leave an absentee pick form
14 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so
15 will result in the UNION representative picking an assignment for the Employee. The UNION
16 representative shall make an effort to select an assignment comparable to the assignment most
17 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration
18 procedure.

19 **F.** When RAIL determines that an Employee will be unavailable for work for an
20 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of
21 the pick process.

22 **G.** If a vacant position is to be filled or a new position is created, Employees in that
23 classification will have a move-up if requested by the UNION. Move-ups will be conducted only
24 when they can be implemented at least 28 calendar days prior to the end of the current shake-up.

25 **H.** Rail Laborers who were hired before June 15, 2015, will have the right in the
26 second pick of each year to choose between working in LLR Facilities or Track & Signals.

27 ***SECTION R23.10 – VACATION SELECTION***

28 **A.** At least one Employee or 10% rounded up to the next higher whole number,

1 whichever is greater, in each job classification shall be allowed to use vacation in each vacation
2 period, provided that RAIL has sufficient staffing to provide service and Employees can work under
3 safe conditions. The UNION representatives shall conduct these vacation picks.

4 **B.** During the annual vacation selection, each Link Light Rail Facilities Employee
5 may select a maximum of five separate blocks of vacation, in the following payroll year, each
6 consisting of one or more full weeks. Vacation selections shall be made by seniority within a job
7 classification. An Employee who takes their vacation in two or more blocks shall select the second
8 block of their vacation after all Employees in their classification have made their first selection; their
9 third selection after all Employees in their classification have made their second, etc. Employees
10 may only pick vacation hours totaling up to their balance at the time of pick. RAIL shall post a
11 calendar with all approved vacation selections indicated. Vacation changes shall not be allowed less
12 than 30 days prior to the first effective day of requested leave except in emergencies, as determined
13 by RAIL.

14 After the vacation pick, any other vacation requests will be honored on a first come, first
15 served basis.

16 **C.** An Employee who does not select vacation at the annual vacation pick must
17 request vacation at least 30 calendar days prior to the first effective day of requested leave, unless
18 otherwise approved by management.

19 **D.** An Employee who has not filed a vacation request according to the above
20 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

21 **E.** On September 15 of each year, RAIL will notify each Employee who has a
22 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee
23 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

24 **F.** An Employee may use vacation leave in one-hour increments with the approval of
25 their immediate supervisor.

26 **G.** Management will respond to a written request for any vacation or leave within
27 seven days of receipt.

28 ***SECTION R23.11 – OVERTIME***

1 **A. Definitions:** For the purpose of Article R23 the following definitions apply:

2 1. “Scheduled overtime” shall mean overtime that is being offered
3 more than 24 hours in advance from the start of the overtime shift

4 2. “Unscheduled overtime” shall mean an overtime shift that will begin
5 in less than 24 hours after RAIL has become aware of the need for overtime.

6 **B.** All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
7 scheduled workday, except as provided in Article R13, and on an Employee’s RDO shall be paid at
8 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification
9 for actual overtime hours worked.

10 **C.** When unscheduled overtime is requested to complete a special task, the overtime
11 will first be offered to the Employee within the classification responsible for the work. A special task
12 shall mean:

- 13 1. non-ordinary circumstances in which the work cannot wait to be completed; or
14 2. work deemed unreasonable to have anyone but the existing Employee
15 performing the work.

16 **D.** Unscheduled overtime call procedures will be as follows: For unscheduled
17 overtime assignments, RAIL will call a qualified Employee using the overtime contact list, by
18 seniority, for the classification affected at the Base where overtime is needed. RAIL will then call
19 down the list until the number of Employees needed have agreed to cover overtime. RAIL is not
20 required to give a call-back grace period when calling down the list to staff unscheduled overtime.
21 Employees on authorized leave will not be called for unscheduled overtime, unless it is an extreme
22 emergency. The provisions of this section shall not apply to overtime involving inclement weather or
23 hazardous areas in R23, Section 11.B.

24 **E.** Scheduled overtime should be posted on or before Monday, and closed not before
25 noon on Thursday of the week prior to the scheduled overtime, if possible. If Thursday is a holiday,
26 the posting will close on the preceding Wednesday using the same procedure.

- 27 1. Scheduled overtime will be assigned to Employees on the posting, first by
28 base, then by shift, then by seniority within a classification provided the Employee is qualified and

1 reasonably available. Once overtime is assigned to an Employee, they are committed to working the
2 day and time posted and any variance from that commitment requires communication with Facilities
3 management, such as a phone call, text message or e-mail exchange that indicates approval, or
4 requires that the Employee call in sick following the requirements in Article R11 - Sick Leave, and
5 Article R23, Section 14 - Attendance.

6 2. If scheduled overtime is not filled from the posting, it may be offered, first
7 by base, then by shift, then by seniority, to Employees in the next lower job classification(s),
8 provided the Employee is qualified for the upgrade.

9 3. If scheduled overtime has not been filled after all of the procedures outlined
10 in Paragraph 2 have been followed, then it may be assigned in inverse order of seniority in the
11 affected job classification. If the least senior Employee is not qualified or reasonably available, the
12 overtime will be assigned to the Employee next lowest in seniority. In the event of an emergency,
13 RAIL may assign overtime to any qualified Employee.

14 4. If RAIL is unable to post for scheduled overtime on Monday, scheduled
15 overtime shall be offered to qualified Employees first by base, then by shift, then by seniority within
16 classification. The offer shall be made by RAIL either in person or over the phone using the contact
17 information provided by each Employee on the overtime contact list. Employees shall be given a
18 minimum of 20 minutes to provide an answer to RAIL before the next Employee is offered scheduled
19 overtime. RAIL shall call Employees on leave or vacation to offer non-posted scheduled overtime if
20 the Employee is due to return to work before the date and time of the scheduled overtime shift.

21 F. A Link Light Rail Facilities Employee, who has gone home after their regular shift,
22 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
23 overtime rate. If a Link Light Rail Facilities Employee can correct the situation without having to
24 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

25 G. If RAIL calls an Employee and offers overtime to report to work immediately and
26 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the
27 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two
28 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours

1 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to
2 work, the four hours referenced in Paragraph E will apply, timed from the first phone call.

3 **H.** A Link Light Rail Facilities Employee called in before their scheduled report time
4 and in conjunction with their regular shift will not be sent home early to avoid overtime payment and
5 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
6 early may request permission from their immediate supervisor.

7 **I.** An Employee who works an overtime shift that ends four hours of less before the
8 start of their regular shift, with their immediate supervisor's prior approval, shall be allowed to begin
9 their regular shift immediately following the end of their overtime. The change in schedule will then
10 change the ending time of the Employee's shift for that day ending early by the amount of time that
11 the Employee began their shift early.

12 **J.** All overtime provisions will be exhausted within a base before overtime
13 opportunities are offered to Employees at other bases.

14 **K.** Overtime on any shift shall be computed at the rate paid for the Employee's
15 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the
16 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
17 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
18 into the day shift will be paid at the overtime rate with graveyard shift differential.

19 **L.** Employees must have at least one eight hour continuous rest period in any 24 hour
20 period and must have at least one ten hour continuous break in any 48 hour period.

21 **M.** If an Employee who is awarded overtime calls in sick or is approved for other
22 leave, the overtime shall be offered first to Employees that volunteered for the assignment during its
23 original post time-frame.

24 ***SECTION R23.12 – SHIFT DIFFERENTIAL***

25 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.
26 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any
27 shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with
28 a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

1 **SECTION R23.13 – SPECIAL BENEFITS**

2 RAIL will provide any and all tools necessary to perform all assigned mechanical work to
3 Link Light Rail Facilities Employees.

4 A. Each Link Light Rail Facilities Employee shall receive eleven uniforms and shall
5 wear a uniform during all work hours.

6 B. Each Employee who is required to work in inclement weather or hazardous areas
7 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
8 to Personal Protective Equipment (PPE), a rain set, hat and boots.

9 C. RAIL shall provide and maintain necessary safety clothing, uniforms and
10 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be
11 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up
12 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such
13 voucher shall be \$220 (plus sales tax) per Employee. A replacement item will be issued when the
14 item is lost, stolen, damaged or worn out.

15 D. When an Employee works two or more hours of overtime in conjunction with their
16 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the
17 Employee’s preference.

18 E. RAIL shall reimburse each Employee for the cost of any license(s) required in
19 relation to their job classification or job duties, excluding the cost of the state-issued driver license.

20 F. Employees covered by this Article shall be eligible for a reimbursement of \$250
21 toward the purchase of one pair of prescription safety glasses every three (3) years.

22 **SECTION R23.14 – ATTENDANCE**

23 A. The PARTIES recognize that Link Light Rail Facilities duties and functions are
24 critical and that Employees have the responsibility and obligation to be at work on time each day.
25 Link Light Rail Facilities Employees will be subject to the following terms, which supersede any
26 conflicting provisions elsewhere in the AGREEMENT.

27 B. Link Light Rail Facilities will monitor and record attendance using the terms of
28 late occurrence and unexcused absence.

1 C. A late occurrence:

2 1. of up to one hour shall be managed and recorded as follows:

- 3 a. An Employee may complete any time left on their shift.
- 4 b. An Employee may work a full eight or ten hours even though this
5 work would continue into the next shift.
- 6 c. An Employee may not use AC time or vacation to make up lost
7 time.
- 8 d. An Employee will be paid for actual hours worked at their
9 scheduled rate of pay.
- 10 e. A late occurrence shall not create an overtime opportunity for the
11 late Employee. No grievances will be filed by other Employees claiming overtime infringements
12 should an Employee elect to work their full shift and the time worked extends into another shift.

13 2. of between one and two hours shall be managed and recorded as follows:

- 14 a. An Employee may complete any time left on their shift only.
- 15 b. An Employee may not use AC time or vacation to make up lost
16 time.
- 17 c. An Employee will be paid for hours worked at their scheduled rate
18 of pay.

19 3. Late occurrences will be recorded in a 180 day rolling time frame as

20 follows:

- 21 a. 1st through 3rd occurrence – Employee will sign Employee Absence
22 Report Form.
- 23 b. 4th occurrence – Employee will sign Employee Absence Report
24 Form and Employee will receive an Oral Reminder. The Employee will be offered a program of
25 assistance from both PARTIES in developing a plan to improve attendance. This program will
26 include referral to the Employee Assistance Program. The Metro unit superintendent/chief and the
27 UNION Officer/designee will meet with the Employee to write the details of the program, which will
28 be specific to the Employee.

1 c. 5th occurrence – Employee will sign Employee Absence Report and
2 Employee will receive a Written Reminder.

3 d. 6th occurrence – one-day suspension without pay.

4 e. 7th occurrence – discharge, unless METRO determines that an
5 additional suspension may be sufficient to correct the Employee’s attendance problem.

6 **D.** Unexcused absences (over two hours late) shall be managed and recorded as
7 follows:

8 1. An Employee may complete their shift only.

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

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

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

14 a. 1st occurrence – Employee will sign Employee Absence Report and
15 Employee will receive Oral Reminder.

16 b. 2nd occurrence – Employee will sign Employee Absence Report
17 and Employee will receive Written Reminder. The Employee
18 will be offered a program of assistance from both PARTIES in developing a plan to improve
19 attendance. This program will include referral to the Employee Assistance Program. The Metro unit
20 superintendent/chief and the UNION Officer/designee will meet with the Employee to write the
21 details of the program, which will be specific to the Employee.

22 c. 3rd occurrence – One-day suspension without pay.

23 d. 4th occurrence – Discharge, unless METRO determines that an
24 additional suspension may be sufficient to correct the Employee’s attendance problem.

25 **E.** An occurrence which results in a second one day suspension within 180 calendar
26 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO
27 determines that an additional suspension may be sufficient to correct the Employee’s attendance
28 problem.

1 F. Extenuating circumstances will be considered. Any request by an Employee to
2 have a late occurrence or unexcused absence removed from the attendance management record must
3 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a
4 late occurrence or unexcused absence that has been removed from the attendance management record
5 has the option to use vacation leave or AC time, as appropriate to make up lost time.

6 G. The PARTIES agree to review this Section on an annual basis.

7 ***SECTION R23.15 – TRAINING***

8 A. The PARTIES shall develop training programs in selected trade classifications.
9 The PARTIES will jointly determine the implementation of the programs. The programs will
10 recognize that workforce diversity is valued and encouraged.

11 B. When training is assigned to an Employee at a site other than their picked work
12 location, transportation will be provided by Rail to and from the training site, originating at the
13 Employee’s picked location. Employee will be paid for all hours worked, including transportation
14 and training. An Employee may waive this provision, with prior written approval from their Chief. If
15 the Employee waives this provision, they are not entitled to mileage.

16 ***SECTION R23.16 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE***

17 Link Light Rail Facilities Employees will participate in the Rail Labor-Management Relations
18 Committee.

19 ***SECTION R23.17 – WORKING OUT OF CLASSIFICATION OR SPECIAL DUTY***
20 ***ASSIGNMENTS TO CHIEF***

21 No Employee assigned temporarily to Chief shall issue discipline to other Employees or
22 perform formal annual performance evaluations.

23 **ARTICLE R24: LINK LIGHT RAIL TRAINING**

24 ***SECTION R24.1 – DEFINITION OF EMPLOYEES***

- 25 ● Rail Technical Trainer

26 ***SECTION R24.2 – GENERAL CONDITIONS***

27 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer
28 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work

1 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their
2 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days
3 executive leave annually, to be administered according to King County policy.

4 **B.** The Rail Technical Trainer position will be filled through an open and competitive
5 recruiting process.

6 **C.** When a Rail Technical Trainer is required to work on a holiday, they will have
7 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

8 **D.** Rail Technical Trainers will receive a second personal holiday to be used in the
9 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of
10 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

11 ***SECTION R24.3 – SPECIAL BENEFITS***

12 All necessary safety and foul weather gear will be provided by RAIL. Each Employee
13 is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher
14 to be applied toward purchases of footgear (one pair of boots, socks and cushioned inserts identified
15 on the RAIL voucher at time of purchase). Employees may use up to \$50.00 of the voucher amount
16 to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$220 (plus
17 sales tax) per Employee.

18 **ARTICLE R25: SUPPORTED EMPLOYMENT PROGRAM**

19 ***SECTION R25.1 – DEFINITION OF EMPLOYEES***

20 **A.** This Article applies to Employees who are hired through the King County
21 Supported Employment Program, which provides Career Service positions, for paid, competitive
22 employment opportunities for individuals with intellectual and developmental disabilities in
23 integrated work settings.

24 **B.** Employees in the Supported Employment Program will be placed in the following
25 two job classifications:

- 26 • Supported Employment Program (SEP) Associate I
- 27 • Supported Employment Program (SEP) Associate II

28 ***SECTION R25.2 – TERMS AND CONDITIONS OF EMPLOYMENT***

1 **A.** With respect to Article 7 (Layoff and Recall), only those in Supported Employee
2 classifications may bump others in Supported Employee classifications. Additionally, because the
3 jobs are tailored to individuals’ abilities and experience, the Program Manager and the King County
4 Department of Human Resources Director or designee must review and approve any bumping
5 decisions involving Supported Employees and notify the UNION of the decision.

6 **B.** The job duties of a Supported Employee may cross job classifications, bargaining
7 units and/or union jurisdiction boundaries. The PARTIES understand that the process used to assign
8 duties will reflect a “customized employment process” wherein job duties may be “carved” from
9 various assignments and places to create a single Supported Employee assignment with agreement
10 from the UNION. Because a key component to a successful program includes flexibility in assigning
11 job duties based on operational need and Employee growth, as well as the ability to increase
12 responsibility as skills grow, duties will vary and may change over time.

13 **C.** Supported Employee Program Associates are represented by the UNION and will
14 have all rights afforded to them under this AGREEMENT.

15 **D.** When a job assignment crosses union lines to a significant degree, the unions will
16 be consulted and agreement between the union will be sought. The union representing the majority of
17 the work will represent the employee. Issues, concerns or disputes regarding the representation of
18 bargaining unit work assigned to Supported Employees will be discussed by the unions jointly with
19 the Supported Employment Program Manager and the appropriate representative of the Office of
20 Labor Relations. Employees will be allowed and expected to continue performing their duties, newly
21 identified and/or previously assigned, while the dispute is discussed. The PARTIES may involve the
22 King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes.

23 **E.** The PARTIES acknowledge the possibility that a Supported Employee may be
24 assigned to perform work that is currently non-represented. If, however, the Employee is assigned
25 both non-represented and represented work, the Employee will be treated as a member of the
26 bargaining unit. The assignment of non-represented work to a Supported Employee will not change
27 the characterization of the work as non-represented work.

28 **F.** The assignment of a Supported Employee to the bargaining unit will not result in

1 the loss of bargaining unit positions, modification of the process for selection of assignments,
2 alteration of schedules, less overtime opportunities, or any other right provided by this
3 AGREEMENT or practices developed thereunder.

4 G. Supported Employees may be reclassified from current County classifications to
5 the appropriate new classifications if the Department of Human Resources determines reclassification
6 to be appropriate, with consultation with the UNION. If such reclassification occurs, the reclassified
7 Employees will suffer no loss in pay and no loss of seniority. Participation in Supported
8 Employment Program does not prohibit an Employee from working in a non-supported employment
9 classification when the Employee is able to perform all the essential functions of that classification as
10 long as seniority rules are honored.

11 H. The PARTIES will meet to assess the Supported Employment Program when
12 needed. The PARTIES will discuss any issues or concerns that have arisen since the start of the
13 program and commit to working to resolve those issues, which may include modifications to this
14 AGREEMENT.

15 I. Supported Employees will be assigned to a regular work schedule of no less than 20
16 hours per week and will be eligible for full benefits.

17 **ARTICLE R26: TEMPORARY EMPLOYEES**

18 ***SECTION R26.1 – DEFINITIONS***

19 A. “Term-Limited Temporary (TLT) Employee” shall mean a person who is
20 employed for a period of time at least half-time for more than 6 months with a clearly identifiable end
21 date not to exceed 3 years. Work performed by Term-Limited Temporary (TLT) Employees include
22 Grant-Funded Projects, Information Systems Technology Projects, Capital Improvement Projects,
23 and Miscellaneous Projects and/or Non-Routine Assignments (such as backfilling for Career Service
24 Employees absent from work due to leave, or Special Duty Assignment.

25 B. “Short-Term Temporary (STT) Employee” shall mean a person who is employed
26 for less than half-time in a rolling twelve month period (i.e. less than 1040 hours in a rolling twelve
27 month period). Work performed by Short-Term Temporary (STT) Employees include peak
28 workloads, short-term needs, project-related or seasonal work.

1 C. Employees covered by this Article:

- 2 1. Will not be used in lieu of filling budgeted Career Service positions.
- 3 2. Shall be considered at-will Employees for the duration of their employment.
- 4 Employees shall be eligible for a termination review hearing at their request. The termination of an
- 5 Employee under this article is not grievable.
- 6 3. Are not subject to the layoff and recall provisions of the AGREEMENT.
- 7 4. Will be assigned to work locations, shifts, and regular days off by METRO.
- 8 5. Will be provided with those tools necessary to perform their jobs.
- 9 6. Term-Limited Temporary (TLT) Employees and Short-Term Temporary

10 (STT) Employees are not eligible for Special Duty Assignments (SDA).

11 D. Positions filled by Employees covered by this Article will not be part of the regular

12 pick process for Career Service Employees.

13 E. METRO and the UNION will periodically meet to discuss the use of Employees

14 under this Article and whether the work should properly be performed by other Employees.

15 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would

16 employ a substantial number of Employees under this article.

17 **SECTION R26.2 – SELECTION AS A CAREER SERVICE EMPLOYEE**

18 A. All Term-Limited Temporary (TLT) Employee postings shall also be posted as

19 Special Duty Assignments (SDA) for the entire bargaining unit on King County’s website.

20 B. A Term-Limited Temporary (TLT) Employee or Short-Term Temporary (STT)

21 Employee who is selected by METRO for a Career Service position in the same classification shall

22 serve the probationary period that is required by the position; however, if the Employee has 90 or

23 more calendar days of continuous TLT employment in the classification at the time of selection, the

24 probationary period shall be reduced by 90 calendar days and they will receive a seniority date,

25 vacation service credits and wage progression which reflects their continuous service.

26 **SECTION R26.3 – WAGES AND BENEFITS FOR SHORT-TERM TEMPORARY (STT)**

27 **EMPLOYEES**

28 A. A Short-Term Temporary (STT) non-exempt Employee shall be paid for actual

1 hours worked at the current rate in effect for their classification and length of service. Such
2 Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-
3 time hours in one workweek, or for hours worked on holidays.

4 **B.** A Short-Term Temporary (STT) Employee is not eligible for any Employee
5 benefits, except as described in Paragraph D below. However, Short-Term Temporary (STT)
6 Employees working on a full-time basis as defined by the Affordable Care Act, as amended, will
7 receive insured benefits to the extent required by law and King County Code.

8 **C.** A Short-Term Temporary (STT) Employee whose employment is extended
9 beyond 1,040 hours in a rolling twelve-month period shall receive applicable retroactive benefits to
10 the date of hire (based on established start dates of benefits).

11 **D.** Short-Term Temporary (STT) Employees shall accrue sick leave consistent with
12 the provision set forth in Article R11, Section 1, Paragraph B.

13 ***SECTION R26.4 – WAGES AND BENEFITS FOR TERM-LIMITED TEMPORARY***
14 ***(TLT) EMPLOYEES***

15 **A.** Term-Limited Temporary (TLT) Employees will have seniority only within a
16 group of Term-Limited Temporary (TLT) Employees in the same classification for picking vacation,
17 overtime opportunities, and for forced overtime.

18 **B.** A Term-Limited Temporary (TLT) Employee may serve as a lead for other Term-
19 Limited Temporary Employees. Selection for such lead positions shall be based on merit.

20 **C.** When METRO needs to separate one or more Term-Limited Temporary (TLT)
21 Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to
22 change that order. METRO will provide the plan for the order of separation to the UNION prior to
23 providing formal notice to the Employees.

24 **D.** A Term-Limited Temporary (TLT) Employee is eligible for benefits as stated in
25 Articles R8-R12.

26 **E.** Term-Limited Temporary (TLT) Employees will follow the wage progression as
27 stated in Articles R14.1 – R14.2.

28 **F.** Upon request, a Term-Limited Temporary (TLT) Employee may exchange work

1 assignments with another Term-Limited Temporary (TLT) Employee of the same classification
2 within a division. Assignment exchanges are subject to management’s approval.

3 **ARTICLE R27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

4 ***SECTION R27.1 – MODIFICATION PROVISION***

5 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
6 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
7 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
8 UNION President/Business Representative/designee.

9 ***SECTION R27.2 – SAVINGS CLAUSE***

10 Should any provision of this AGREEMENT be rendered or declared invalid because of any
11 existing or subsequent legislation or by any court decision, the remaining provisions of this
12 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
13 to renegotiate such invalidated provisions to comply with the law.

EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00% -4.00% COLA
Rail Section			
Building Operations Engineer	\$50.31	\$53.33	
Electromechanic	\$50.31	\$53.33	
Electromechanic Trainee	\$40.24	\$42.66	
Facilities Custodian	\$30.15	\$31.96	
Facilities Mechanic	\$50.31	\$53.33	
Facilities Mechanic Lead	\$55.34	\$58.66	
Grounds Specialist	\$39.37	\$41.73	
Lead Rail Facilities Custodian	\$33.16	\$35.15	
Lead Electromechanic	\$55.34	\$58.66	
Lead Rail Service Worker	\$41.60	\$44.10	
Lead Rail Station Custodian	\$36.58	\$38.78	
Lead Ground Specialist	\$43.31	\$45.90	
Lead Maintenance Painter	\$51.24	\$54.31	
Lead Building Operating Engineer	\$55.34	\$58.66	
Lead Rail Maintenance Service Center Worker	\$47.64	\$50.49	
Lead Rail Maintenance Service Center Worker (\$2.00 above Lead MSC Worker)	\$49.64	\$52.49	
Maintenance Painter	\$46.58	\$49.37	
Maintenance Service Center Worker	\$40.60	\$43.04	
Maintenance Service Center Worker (\$2.00 above MSC Worker)	\$42.60	\$45.04	
Rail Laborer	\$36.78	\$38.99	
Rail Laborer Lead	\$40.46	\$42.89	
Rail Operator	\$40.68	\$43.12	
Rail Service Worker	\$37.82	\$40.09	
Rail Technical Trainer	\$54.79	\$58.08	
Signal Communications Technician	\$54.35	\$57.61	

1	TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00%- 4.00% COLA
2	Signal Communications Technician Lead	\$59.78	\$63.37	
3	Station Custodian	\$33.25	\$35.25	
4	Track and ROW Maintainer	\$50.31	\$53.33	
5	Track and ROW Maintainer Lead	\$55.34	\$58.66	
6	Rail Supervisor	\$53.32	\$56.52	
7	Rail Supervisor (Operations Control Controller)	\$55.99	\$59.35	
8	Streetcar Section			
9	Streetcar Track and ROW Maintainer	\$50.31	\$53.33	
10	Streetcar Operator	\$40.68	\$43.12	
11	Streetcar Electromechanic	\$50.31	\$53.33	
12	Streetcar Operations and Maintenance Supervisor	\$55.99	\$59.35	
13	Streetcar Operations and Maintenance Sp Trainee	\$50.39	\$53.42	
14	Streetcar Rail Service Worker	\$37.82	\$40.09	
15	Supported Employee Associate			
16	Supported Employee Associate - 1	\$25.27	\$26.79	
17	Supported Employee Associate - 2	\$28.45	\$30.16	
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1 **EXHIBIT RB – STATE AND CITY RETIREMENT PLANS**

2 Questions regarding state or city retirement should be directed to King County’s Benefits
3 Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers
4 are as follows:

5
6 Department of Retirement Systems
7 Public Employees Retirement System
8 P.O. Box 48380
9 Olympia, WA 98504-8380
10 (360) 664-7000
11 (800) 547-6657
12 www.drs.wa.gov

13
14
15
16 City Retirement Office
17 720 Third Avenue, Suite 900
18 Seattle, WA 98104-1829
19 (206) 386-1293
20 www.seattle.gov/retirement

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Memorandum of Agreement (MOA)
By and Between
King County (The County)
And
Amalgamated Transit Union, Local 587 (Union)

Subject: Compensation Settlement for Implementation of 2022-2025 CBA

Background:

1. On June 29, 2023, Amalgamated Transit Union, Local 587 (the Union) and King County (the County) agreed to the terms of a comprehensive tentative agreement. The Parties have agreed to the following in the November 1, 2022 – October 31, 2025 Collective Bargaining Agreement.

2. The CBA calls for the following cost of living adjustment (COLA) wage increases that must be implemented retroactively and prospectively:

Effective August 5, 2023:

7.17% (derived from the COLA calculation in Articles 14.1.A and R14.1.A of the CBA)

Effective the start of the pay period that includes November 1, 2023:

6.00% (derived from the COLA calculation in Articles 14.2 and R14.2 of the CBA)

Effective the start of the pay period that includes November 1, 2024:

TBD (will be derived from the COLA calculation in Articles 14.2 and R14.2 of the CBA)

3. The CBA also calls for a 9% lump sum payment:

"A one-time payment of 9.0% of eligible earnings for paid hours worked between 10/29/22 to 8/4/23 will be paid to each bargaining unit Employee. Examples of non-eligible earnings include, but are not limited to, adjusted earnings for prior periods outside the 10/29/22 to 8/4/23 period, grievance settlements, prior retroactive payments for compensation outside the 10/29/22 to 8/4/23 period, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave."

4. The Parties enter into this Agreement for the purpose of clarifying eligibility for certain economic provisions, and to provide a negotiated agreement with respect to a process to determine lump sum payments to retro-eligible employees so as to reflect the application of the increases documented in items 2 and 3 above.

Agreement:

1. Retroactive payment of the COLA increase, the 9% lump sum payment, and/or retroactive tool allowance shall be made to all Employees who are active on the date of the Union ratification vote or who retired, involuntarily medically separated, separated employment by disability or death, or accepted another job in King County prior to the Union ratification vote. "Active" includes Employees who are on paid or unpaid leave. Employees who resign or are terminated for cause prior to the Union ratification vote shall not receive a retroactive payment, the 9% lump sum payment, and/or retroactive tool allowance. Employees who have separated from County employment or Union-represented positions after the Union ratification vote for any reason remain eligible for the aforementioned payments. The above listed payments will only be paid for the applicable period that the Employee worked in an ATU 587 bargaining unit position.

2. All other provisions of the new Agreement shall become effective on the effective date of the Ordinance following adoption of this Agreement by the King County Council and shall not be applied retroactively. Non-retroactive provisions include, but are not limited to, changes to pay premiums, salary increases, and special allowances, changes in working conditions and changes to terms and conditions of employment.

3. All 2023 earnings received by Union represented employees shall have the appropriate wage rate applied to each year's eligible earnings to establish the individual lump sum retroactive payments to Employees. This lump sum retroactive payment shall be subject to all applicable federal and state rules, taxes, retirement, and other withholdings. It is agreed that this lump sum retroactive calculation will represent the increase for 2023 earnings prior to the implementation of the prospective increase.

Pay period inclusive of 8/5/2023 – Pay period ending prior to 11/1/2023	7.17%
Pay period inclusive of 11/1/2023 – Pay period ending prior to 11/1/2024	6.00%
Pay period inclusive of 11/1/2024 – Pay period ending prior to 11/1/2025	TBD

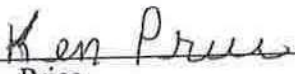
4. The parties agree that eligible earnings are based on pay codes for paid hours worked and earned during the retroactive period in an ATU 587 bargaining unit position. Examples of eligible earnings include, but are not limited to, regular time, overtime, sick leave, vacation time, and holiday time. Examples of non-eligible earnings include, but are not limited to, adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments for compensation outside retroactive period, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave.

5. The 9% lump sum shall be subject to all applicable federal and state rules, taxes, retirement, and other withholdings.


6. The Union and the County agree that this shall be the negotiated calculation for earnings and lump sum payments covering the period of November 1, 2022, through implementation of the prospective increase from the CBA, and for future wage increases required for the duration of the CBA.

7. The terms of this MOA shall be effective when signed by authorized representatives of the parties, following each party's full ratification process.

For Amalgamated Transit Union, Local 587:




Ken Price
President/Business Representative



Date

For King County:



Angela Marshall
Deputy Director
Office of Labor Relations
King County Executive Office

8/14/23

Date

Memorandum of Agreement (MOA)

By and Between

King County (The County)

And

Amalgamated Transit Union, Local 587 (Union)

Subject: Appreciation Bonus, Current Employee Retention Bonus, and Critical Staffing Recruitment/Retention Bonus for the 2022-2025 CBA

Background:

On June 29, 2023, Amalgamated Transit Union, Local 587 (the Union) and King County (the County) agreed to the terms of a comprehensive tentative agreement. The Parties have agreed to the following in the November 1, 2022 – October 31, 2025 Collective Bargaining Agreement.

Agreement:

1. Appreciation Bonus: Provided that the Union's membership ratifies the November 1, 2022, through October 31, 2025 tentative agreement reached on June 29, 2023, on its first ratification vote, King County will pay a one-time \$2500 appreciation bonus to all eligible Employees. This Appreciation Bonus will only be paid to Employees who are currently employed in an ATU 587 represented position on the date of the Union ratification vote. King County will issue the payment as soon as practicable following the passage of the Collective Bargaining Agreement through its legislative process. This Agreement expires upon either payment of the Appreciation Bonus or the rejection of the June 29, 2023 tentative agreement on the first vote. The Parties understand that King County withdraws its offer of an Appreciation Bonus if the June 29, 2023 tentative agreement is rejected on the first vote. The Appreciation Bonus shall be subject to all applicable federal and state rules, taxes, and other withholdings. Short term temporary Employees are not eligible for this bonus.

2. Current Employee Retention Bonus: A one-time Retention Bonus of \$2500 shall be payable to all Employees who are currently employed in an ATU 587 represented position as of the date of full ratification, following the passage of the Collective Bargaining Agreement through its legislative process, provided that they:

- A. Remain actively employed in Metro through December 31, 2024; except, any Employee that separates employment by disability or death, or any Employee that retires between January 1, 2024 and December 31, 2024 with 60 calendar days advance notice to the Department prior to their retirement date shall not be required to return the Retention Bonus. Short term temporary Employees are not eligible for this bonus.

B. Sign a promissory agreement prior to a due date set by the Department which requires the Employee to return the entire Retention Bonus if they do not meet conditions A, above. Any repayment of monies required under the terms of this Agreement may be accomplished by the County by deducting from final paychecks and/or accrued leave cash outs. Any remaining balance will be due by the Employee to King County at the time of separation.

C. The Retention Bonus shall be subject to all applicable federal and state rules, taxes, retirement, and other withholdings. The Retention Bonus will be paid as soon as practicable following the date of full and final ratification by all parties, and following the date that the Department sets as a due date to receive all completed promissory notes.

3. Critical Staffing Recruitment/Retention Bonus: The County will establish a Hiring Incentive Program to address critical staffing needs by providing a New Hire Recruitment/Retention Bonus for new hires in the following positions. The New Hire Recruitment/Retention Bonus shall be provided to all new Transit Operator, Rail Electromechanic, Signal Communications Technician, Track and ROW Maintainer, Rail Laborer, Transit Customer Information Specialist, Transit Building Operating Engineer, Rail Building Operating Engineer, Rail Facilities Mechanic, and VM Mechanics hired between November 1, 2023 and October 31, 2025. Newly hired Transit Operator, Rail Electromechanic, Signal Communications Technician, Track and ROW Maintainer, Rail Laborer, Transit Customer Information Specialist, Transit Building Operating Engineer, Rail Building Operating Engineer, Rail Facilities Mechanic, and VM Mechanics shall be eligible for up to \$3,000 in New Hire Recruitment/Retention Bonuses. These new hires shall be eligible for \$1,000 in their first paycheck, and \$2,000 in the first paycheck after successful completion of probation. A new hire that receives the New Hire Recruitment/Retention Bonus who leaves County employment for any reason other than a reduction in force (layoff) prior to having completed three years of service with the Metro Transit Department will be required to pay the County back for the \$3,000 they received upon completion of probation. The New Hire Recruitment/Retention Bonus shall be subject to all applicable federal and state rules, taxes, retirement, and other withholdings. The new employee in the eligible position shall sign a promissory agreement prior to a due date set by the Department which requires the Employee to return the entire New Hire Recruitment/Retention Bonus if they do not meet the three-year conditions above. Any repayment of monies required under the terms of this Agreement may be accomplished by the County by deducting from final paychecks and/or accrued leave cash outs. Any remaining balance will be due by the Employee to King County at the time of separation. The New Hire Recruitment/Retention Bonus will be paid as soon as practicable following the completion of the required promissory note. Employees who are eligible for the New Hire Recruitment/Retention Bonus shall not be eligible for the Current Employee Retention Bonus. Short term temporary Employees are not eligible for this bonus.

- 4. This Agreement does not establish precedent in any way.
- 5. The terms of this MOA shall be effective when signed by authorized representatives of the parties, following each party's full ratification process.

For Amalgamated Transit Union, Local 587:




Ken Price
President/Business Representative

8/14/23

Date

For King County:



Angela Marshall
Deputy Director
Office of Labor Relations
King County Executive Office

8/14/23

Date

Memorandum of Agreement (MOA)
By and Between
King County (The County)
And
Amalgamated Transit Union, Local 587 (Union)

Subject: Recruitment Trade Position Struggles and Link Light Rail Outsourcing Agreement for the 2022-2025 CBA

Background:

1. On June 29, 2023, Amalgamated Transit Union, Local 587 (the Union) and King County (the County), hereinafter referred to as “the Parties”, agreed to the terms of a comprehensive tentative agreement. The Parties have agreed to the following in the November 1, 2022 – October 31, 2025 Collective Bargaining Agreement.

2. The Parties recognize the regional shortage of skilled transit trade labor and the ongoing struggles in recruiting qualified candidates for certain trade positions. The Parties remain committed to providing the public with the highest level of quality transit services while adapting to address the current recruitment struggles.

3. Recruitments for certain trade positions, both within the bargaining unit and from the general public, show that some candidates meet the minimum requirements for the position but come up short of qualified in testing. Many of these candidates subsequently reapply until proven qualified or lose interest in transit work.

4. The Parties recognize that employing qualified journey-level trades is in the best interest of the County, the Union or the public. The Parties also remain fully committed to trade apprenticeships and the expansion of apprenticeship into other trade positions.

5. The Parties are also committed to the expansion of Link Light Rail. The Parties also recognize the current labor market and the lack of skilled workforce in our region. During the next few years, Link Light Rail plans to expand multiple levels of service periodically that creates instability in staffing bargaining unit work while these service levels increase.

6. The Parties agree the public is best served with a fully staffed, reliable and trained

workforce that can sustain Link Light Rail service for decades to come. Currently, staffing in certain positions in Rail Facilities, Rail ROW, and Rail VM the staffing levels are inadequate to meet Rail expansions needs. The Parties are committed to creating a future workforce from the communities in which it serves to meet the service needs.

Agreement:

1. For Bus trade classifications of Transit Building Operating Engineer, Transit Radio Communication Technicians, VM Mechanics, and VM Electronic Technicians, Metro shall hire candidates at third step of the classification if deemed fully qualified. If Metro deems a candidate minimally qualified but not fully qualified through the testing process, a candidate will be offered a position with a starting wage of up to second step of the classification and an extended 12-month probationary period, if the following terms are met.

2. Candidates deemed less than fully qualified will be given an individual training plan to become fully qualified.

3. The employment offer letter will contain the individual training plan and the 12-month probation. If a candidate accepts the offer, they will have one year to become fully qualified. An Employee who accepts the offer will remain on probation for 12 months from date of hire.

4. An individual training plan will consist of training, curriculum, and hands-on experience, and trained by a journey-level tradesperson of their trade.

5. Candidates hired at less than fully qualified will be assigned work based on meeting their training plan.

6. An employee who successfully passes their initial employment period will continue on the wage and accrual scale from their initial date of hire. Seniority will be established based on their original hire date.


7. Bus trade employees assigned to provide official training are authorized in writing and will receive the trainer premium for the actual time spent training to accomplish the on-the-job training portion of the individual development plan. Leads are not eligible for training pay.

8. The Union agrees to allow King County to enter into temporary outsource agreements of bargaining unit work in Rail. This one-time non-precedent setting outsourcing agreement expires October 31, 2025, and shall remain 587-ATU work.


9. All efforts will be made from Rail not to utilize outsourcing. However, in the event bargaining unit work cannot be completed, Rail has the authorization to use a 3rd party vendor to do the work.

10. The terms of this MOA shall be effective when signed by authorized representatives of the parties, following each party's full ratification process.

For Amalgamated Transit Union, Local 587:



Ken Price
President/Business Representative



Date

For King County:



Angela Marshall
Deputy Director
Office of Labor Relations
King County Executive Office

8/14/23

Date

Memorandum of Agreement (MOA)
By and Between
King County Metro Transit Department (Metro)
and
Amalgamated Transit Union, Local 587 (Union)

Subject: Part-Time Operator Benefits Eligibility

Background:

1. Article 12.1 of the Collective Bargaining Agreement (CBA) between the King County and Amalgamated Transit Union, Local 587 (the PARTIES) establishes a “fully-paid” benefits plan for all full-time Employees, Full-Time Transit Operator Trainees, part-time and assigned Employees who are regularly scheduled to work half time or more. Article 12.1.F defines “half-time” employment as 20 paid hours per week and states that “Eligibility requirements for part-time and on-call Employees will be defined by policy mutually developed and agreed upon by the PARTIES.” Employees who do not qualify for fully-paid benefits receive benefits under Article 12.2.

2. This Memorandum of Agreement reflects the mutual agreement of the PARTIES for the purpose of establishing eligibility for fully-paid benefits.

Agreement:

1. The PARTIES, have agreed to the following standards of eligibility for benefits for part-time operators.

A. Part-Time Operators (“PTOs”) may qualify for fully-paid benefits by:

1. Picking 4 or more hours of work in the fall pick. Eligibility period: from October 1 of the current year through December 31 of the following year.

AND/OR

2. Picking 4 or more hours of work in any pick other than the fall pick. Eligibility period: beginning the 1st day of the month after the service change through December 31 of current year.

AND/OR

3. Receiving 1,040 or more paid hours in the 26 pay periods ending with the pay period including June 30. Eligibility period: January 1 through December 31 of the following year. For the purpose of this section, "paid hours" shall only include (A) paid hours worked as a PTO, (B) paid time off as a PTO, (C) hours paid in an out-of-classification position if the PTO was detailed as such during the review period, and (D) credit equal to their picked assignment for the first 30 days of unpaid Union Leave. For the purpose of this section, "paid hours" shall not include (A) hours paid as a PTO trainee, (B) cash outs, (C) premium pay, (D) job-injury time loss, (E) in the case of a rehired PTO, hours worked prior to the PTO's rehiring, or (F) any other hours not expressly defined in this section as "paid hours".

AND/OR

4. Achieving ten or more years of part-time seniority by December 31 of the previous year AND picking 4 or more hours of work at any pick during the current year. Eligibility period: beginning the 1st day of the month after the service change through December 31 of the following year. The intent of this qualification option is that high-seniority PTOs may qualify for benefits by picking 4 or more hours at any pick once per year.

In the case a PTO qualifies for fully-paid benefits using multiple criteria, the eligibility period shall be from the earliest start date to the latest end date of all criteria under which the PTO qualified.

B. PTOs ineligible for fully-paid medical benefits will be eligible for the following benefits:

1. County-subsidized employee-only medical coverage, as defined in Article 12, Section 2 of the CBA.

2. If the PTO enrolls in medical coverage, the Employee will also receive County fully-paid basic life insurance (\$25,000), AD&D (\$25,000), and LTD coverage. They will be eligible to purchase enhanced life insurance, AD&D, and/or LTD coverage.

2. Other Agreements

A. For the purposes of this agreement, a move-up is not considered to be a pick. A change in hours due to a move-up will not qualify an employee for fully-paid benefits.

B. Average pay time will be used to determine whether an assignment is 4 hours or more. Some assignments have significant additions or deletions scheduled during the shake-up. In these cases, the assignment will be designated an average pay-time for the shake-up. If the average pay time is different than the picked time, the average pay time will be noted on the pick postings. A posted average pay time of 4 hours or more meets the 4-hour eligibility requirements in Sections 1.A.1 and 1.A.2 above. A posted average pay time of 3 hours, 59 minutes or less does not meet the 4-hour eligibility requirements in Sections 1.A.1 and 1.A.2 above, regardless of actual time operated. If during the shake-up, the pay time average increases because of the over-scheduled work time on the run card schedule and exceeds four hours, then

PTO will have met the threshold and will receive benefits for the eligible period. "Average Pay Time" is the picked pay time or any adjustment that Metro adds to the picked assignment after it is picked. Average Pay Time does not include additional unscheduled overtime.

C. Nothing in this Agreement alters the regular rules determining eligibility for benefits while on approved leaves of absence.

3. This MOA replaces the Part-Time Operator Benefits Eligibility MOA established for the 2019-2022 CBA term. The terms of this MOA shall be effective when signed by authorized representatives of the parties, following each party's full ratification process.

FOR THE COUNTY

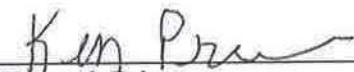


8/14/23

Angela Marshall
Deputy Director, Office of Labor Relations

Date

AMALGAMATED TRANSIT UNION
LOCAL 587



8/14/23

Kenneth Price
President/Business Representative

Date

Certificate Of Completion

Envelope Id: BBBC4AC554164F3F9F89CB277D969A04	Status: Completed
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Supplemental Document Pages: 480	Initials: 0
Certificate Pages: 5	Envelope Originator:
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Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

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Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 9/13/2023 10:32:41 AM Viewed: 9/18/2023 10:07:10 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/21/2023 1:43:23 PM
Completed	Security Checked	9/21/2023 1:43:23 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.