

**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 METRO TRANSIT

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as "METRO", and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the "UNION". When the term "PARTIES" is used herein, it refers to METRO and the UNION. When the term "AGREEMENT" is used herein, it refers this collective bargaining agreement, not including Exhibit D.

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees represented by the UNION. In order to best serve the public interest, the PARTIES agree to provide efficient, reliable and convenient service. In the spirit of cooperation, 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. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the PARTIES recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to Employee discipline. To that end, the PARTIES have set forth in Article 4, Section 3, specific major infractions which will result in discharge or, under certain circumstances, suspension.

DEFINITIONS

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

The term "extreme emergency", as used in this AGREEMENT, shall mean a circumstance

1 which is beyond the control of METRO, such as an act of nature.

2 The term "emergency", as used in this AGREEMENT, shall mean a circumstance which is
3 beyond the control of METRO at the time action is required and which could not reasonably have
4 been foreseen on that occasion.

5 The term "eligible dependent", as used in METRO's medical, dental and vision plans, shall
6 mean an Employee's spouse/domestic partner and unmarried dependent children of the Employee,
7 the Employee's spouse or the Employee's domestic partner. Such children shall be eligible up to age
8 26 under conditions specified in federal health care laws. Special provisions extend coverage
9 indefinitely for children with mental or physical disability.

10 The term "marital status", as used in this AGREEMENT, shall mean the legal status of being
11 married, single, separated, divorced or widowed as defined in Revised Code of Washington (RCW)
12 49.60.040.

13 The term "payroll year", as used in this AGREEMENT, shall mean the period of time that
14 starts with the pay period that follows the pay period that includes December 31 and ends with the
15 pay period that includes December 31.

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

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

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

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

7. Are each other's sole domestic partner and are responsible for each other's common welfare.

CONVENTIONS

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

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

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

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

The abbreviation "RDO" stands for regular day off.

The term "RAIL" shall refer to the Rail Section of METRO as created to operate Light Rail and Streetcar service.

The abbreviation "FTO" stands for Full-Time Bus Transit Operator.

The abbreviation "PTO" stands for Part-Time Bus Transit Operator.

ARTICLE 1: UNION/MANAGEMENT RELATIONS

SECTION 1 – SOLE BARGAINING AGENT

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

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

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

SECTION 2 – UNION MEMBERSHIP

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

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

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

D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to the Committee on Political Education (COPE), and/or other fees uniformly required from the paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by the Employee shall be on a form approved by the PARTIES and may be revoked by the Employee upon request. The performance of this function is recognized as a service to the UNION by METRO.

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

SECTION 3 – LIST OF NEW OR TERMINATING EMPLOYEES

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

SECTION 4 – UNION INSIGNIA

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

1 **SECTION 5 – MANAGEMENT RIGHTS**

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

7 **SECTION 6 – UNION BULLETIN BOARDS**

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

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

18 A. The PARTIES agree to maintain a committee to be known as the “Labor-
19 Management Relations Committee (LMRC)”. This committee shall be scheduled to meet monthly
20 for the purpose of discussing, approving, and/or proposing resolutions to:

- 21 1. Issues or problems of METRO policy which affect the UNION and which
22 either PARTY requests be placed on the agenda.
- 23 2. Issues or problems of contract administration, other than formal grievances
24 which are being processed, unless mutually agreed by both PARTIES.
- 25 3. Reports from section level labor-management committees.
- 26 4. Other matters of mutual concern.

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

1 PARTIES.

2 **SECTION 8 – JOINT SAFETY AND HEALTH COMMITTEE**

3 The Joint Safety and Health Committee shall meet once a month or more frequently when
4 requested by either the UNION or METRO. The committee shall consist of three members appointed
5 by METRO and three members appointed by the UNION. Duties of the committee shall be restricted
6 to discussing safety goals and making recommendations to help METRO improve safety standards
7 for all METRO job classifications.

8 METRO is committed to providing a safe workplace and wishes to increase communication
9 about safety concerns to Employees through their UNION. At the commencement of this
10 AGREEMENT, METRO and the UNION shall convene a special work group to assess the UNION's
11 concerns about METRO's compliance with safety laws and regulations. The special work group
12 shall consist of two members appointed by METRO and two members appointed by the UNION.
13 The work group shall: 1) review METRO's compliance with safety laws and regulations; 2) make
14 recommendations, as appropriate, for changing workplace processes and procedures; 3) assess what
15 training may be required by law; 4) assess whether METRO's staff is conducting sufficient
16 investigations into workplace accidents and assess what training may be required relating to
17 investigations; and 5) make recommendations about how to enforce safety rules in the workplace.

18 To improve the committee, the PARTIES shall work on the following issues:

- 19 1. The PARTIES shall add health as a new focus of the committee.
- 20 2. The committee may enlist the help of subject matter experts from time to time.
- 21 3. The committee shall improve its organization and processes by keeping minutes,
22 using a spreadsheet of items that it is addressing, and addressing urgent issues on an expedited basis.
- 23 4. Recommendations of the committee should be shared with both METRO's and the
24 UNION's leaderships for action, pursuing solutions, and elevating urgent issues.
- 25 5. METRO and the UNION will work to clarify the role of the various committees
26 and huddles so that Employees understand the roles of these committees and the appropriate forums
27 for raising safety issues.

SECTION 9 – JOINT SECURITY STEERING COMMITTEE

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

SECTION 10 – JOINT SCHEDULING COMMITTEE

The Joint Scheduling Committee shall meet when requested by either the UNION or METRO. The committee shall consist of up to three members appointed by METRO and up to three members appointed by the UNION. Duties of the committee shall be restricted to discussing scheduling goals and making recommendations to help METRO improve route scheduling and planning.

SECTION 11 – VEHICLE PROCUREMENT COMMITTEE

The PARTIES shall mutually select one Operator and one Mechanic to serve on the Vehicle Procurement Committee.

SECTION 12 – OPERATOR UNIFORM COMMITTEE

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

SECTION 13 – SPECIAL COMMITTEE TO ADDRESS EMPLOYEE FATIGUE

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

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

3. This committee will be responsible for identifying its own goals, timelines, and deliverables.

4. The committee will have the power to commission studies about Employee fatigue. METRO will provide resources for the committee to conduct studies and the committee may hire a

1 consultant, if appropriate. The consultant's recommendations are not binding.

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

5 6. The committee shall develop recommendations to address Employee fatigue that
6 include, but are not limited to, changes to METRO's policies and changes to the collective bargaining
7 agreement. The committee's recommendations are not binding on METRO or the UNION. Any
8 recommendations that lead to changes to the collective bargaining agreement must be negotiated by
9 the PARTIES and agreed to by both the UNION and METRO.

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

13 8. The committee should complete its project by October 31, 2017. This agreement
14 charters the committee of Employee fatigue through the end of the collective bargaining agreement
15 term, October 31, 2019, if it is needed for that time, at which point it will expire. Upon the
16 agreement of the PARTIES, the work of the committee may be extended beyond this date.

17 ***SECTION 14 – COMMITTEE SELECTIONS***

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

20 ***SECTION 15 – PRINTING OF THE AGREEMENT***

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

24 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

25 ***SECTION 1 – MERIT SYSTEM***

26 The PARTIES are committed to providing equal employment opportunity for all new
27 applicants for employment, as well as for present Employees. METRO shall recruit, select and
28 promote Employees and/or individuals from the community workforce on the basis of their relative

1 knowledge, skills and abilities and in accordance with King County's equal employment opportunity
2 and affirmative action policies. Upon request, METRO will inform Employees of the knowledge,
3 skills and abilities that are the subject of interviews or role-plays for UNION positions. After the
4 recruitment process is completed, METRO will offer to meet with the Employee to review the
5 process and provide feedback.

6 ***SECTION 2 – NONDISCRIMINATION***

7 Personnel policies concerning hiring and placement, conditions and privileges of
8 employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits and other
9 related programs are administered on the basis of merit and without regard to an Employee's race,
10 creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status,
11 disability or liability for service in the Armed Forces of the United States. The PARTIES pledge to
12 comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of
13 1972, the State Law Against Discrimination, and any similar or related federal and state laws and
14 regulations which prohibit discrimination based on an Employee's race, creed, color, religion,
15 national origin, political affiliation, age, sex, sexual orientation, marital status or disability, except as
16 specifically exempted by a bona fide occupational qualification. Any Employee of METRO who
17 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary
18 action.

19 **ARTICLE 3: GENERAL CONDITIONS**

20 ***SECTION 1 – CUSTOMER COMPLAINTS***

21 The PARTIES agree that Employees have a fundamental obligation to treat the public that
22 they serve with courtesy and respect and to provide safe transport. METRO and the UNION reaffirm
23 their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer
24 complaints. METRO will not release Operator names to customers, or disclose names of customers
25 to Operators except as set forth in the Grievance Procedure.

26 ***SECTION 2 – TECHNOLOGICAL CHANGE***

27 A. If METRO considers a technological change that has an impact on the wages,
28 hours or working conditions of any Employee, METRO agrees to notify the UNION at least 60 days

1 prior to implementation of such technological change and further agrees to negotiate with the UNION
2 any impact or effect upon any Employee.

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

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

8 **SECTION 3 – LOST AND FOUND ITEMS**

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

11 **SECTION 4 – PAYROLL DEDUCTIONS**

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

15 **SECTION 5 – RESTROOMS AND FIRST AID FACILITIES**

16 **A. On Routes:** METRO will arrange for access to adequate restrooms to be used by
17 Employees on all routes and shall take all reasonable steps to ensure each restroom's sanitary
18 condition. Any other restroom on an Employee's route may be used in an emergency situation.
19 METRO shall arrange for and designate restroom facilities as near as possible to each terminal of
20 each route. METRO will identify potential restrooms for new routes and meet with the UNION to
21 review the routes prior to forwarding them for King County Council approval. Employees shall have
22 sufficient time to use the restroom. If Employees have concerns about the adequacy of restroom
23 facilities along a route, or concerns about schedules that they believe have insufficient time at the end
24 of the line to use a restroom, then Employees should submit a request for action through the Comfort
25 Station Coordinator and the Schedule Maker.

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

28 **C.** Issues regarding restrooms shall be placed as a permanent agenda item at all Joint

1 Safety and Health Committee meetings. The Committee shall review all requests submitted to the
2 Comfort Station Coordinator and action steps taken in response.

3 ***SECTION 6 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

12 ***SECTION 7 – DEFECTIVE EQUIPMENT***

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

15 B. If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for
16 the Employee's reasonable attorney fees for litigating the fine. If an Employee receives a fine for
17 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees
18 for litigating the fine. This shall not apply where an Employee was aware of or should have been
19 aware of and failed to report the defective equipment and/or missing equipment for which the fine
20 was issued.

21 ***SECTION 8 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

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

1 **SECTION 9 – SERVICE LETTER**

2 Upon request, an Employee or former Employee will be provided a letter showing his/her
3 term of service and the position(s) in which s/he was employed.

4 **SECTION 10 – METHOD OF NOTIFICATION**

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

10 **SECTION 11 – SUBCONTRACTING**

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

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

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

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

25 E. METRO may continue to provide historical and traditional paratransit service,
26 formerly known as Special Transportation Services Program, to elderly and/or disabled persons
27 through contracting with outside providers to meet the requirements of the Americans with Disability
28 Act of 1990, as amended.

SECTION 12 – VENDING MACHINE PROCEEDS

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

B. METRO will not terminate its contract with MERAA and/or its successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.

SECTION 13 – PROBATIONARY PERIOD

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

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

B. A PTO who has not completed probation and who becomes an FTO will complete an FTO probation, receiving one day of credit towards his/her FTO probation for every two days of PTO service.

C. Upon satisfactory completion of this evaluation period, the Employee will enjoy all rights of regular Employee status.

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

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

SECTION 14 – DETAILS AND TEMPORARY ASSIGNMENTS

A. Where a vacancy occurs in any position in the UNION which is to be filled by detail or temporary appointment, Employees of METRO who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Such vacancy shall be

1 posted and filled in accordance with METRO's Merit System per Article 2, Section 1. Among
2 Employees seeking any such position, seniority shall be considered in filling the position.

3 B. The posting obligation shall be triggered when the facts and circumstances indicate
4 that a vacancy will be filled for 60 days or longer by detail or temporary appointment. In the interim,
5 METRO may fill the work consistent with this AGREEMENT, until the Employee is selected from
6 the posting process.

7 C. The PARTIES recognize the value provided to Employees by having detail and
8 upgrade opportunities available. The PARTIES also agree that detail and upgrade opportunities
9 should balance the desire of Employees to prepare for promotional opportunities with the need to
10 have an Employee accumulate experience in a position in order to be effective in that position.

11 D. An Employee, who is detailed or upgraded to work on a capital improvement
12 project, shall return to his/her regular position on a date mutually agreed by the PARTIES prior to the
13 start of the detail or upgrade.

14 E. No detail or upgrade to a position outside the UNION, except for a capital
15 improvement project, including In-Plant Bus Inspector, will exceed one year.

16 F. Any Employee who is in a detail or upgrade position for at least 90 days shall be
17 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
18 another position.

19 G. For details and upgrades of greater than 90 days, METRO will notify the UNION
20 of the start date and the projected length of the assignment.

21 **SECTION 15 – VACATION, SICK LEAVE AND AC TIME DONATION**

22 A. Each calendar year, an Employee may donate up to 50% of his/her available
23 vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed
24 by King County.

25 B. Each calendar year, an Employee who has more than 100 hours of sick leave may
26 donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.

27 C. Donated vacation, sick leave and AC time become the property of the recipient.
28 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,

1 sick leave, and AC time may be donated only to an individual employed by King County who has
2 exhausted or will have exhausted, within five calendar days following receipt of the donation request
3 in the Payroll Section, his/her sick leave, vacation leave and AC time.

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

7 E. If a UNION Employee donates leave to a King County employee who is not
8 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
9 to the recipient of the leave. If a King County employee who is not represented by the UNION
10 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
11 administered by the terms of Paragraph D.

12 **SECTION 16 – NEGOTIATED MEAL AND REST PERIODS**

13 The PARTIES agree to continue the long standing agreement to specifically supersede in total
14 the State provisions regarding meal and rest periods for Employees. Full Time Operators, Part Time
15 Operators, and First Line Supervisors do not receive a designated meal period. Additionally,
16 Employees in these job classifications will be entitled to meal and rest periods only as described in
17 this AGREEMENT, and not those provided by State law. Meal and rest periods for other Employees
18 covered by this AGREEMENT have also been negotiated in ways that supersede State provisions in
19 whole, or in part.

20 **SECTION 17 – EMPLOYEE REFERRAL RECOGNITION PILOT PROGRAM**

21 Because of rapidly expanding service demands, METRO has an emergent need to increase the
22 quantity of applicants for Part-Time Transit Operator positions. Employee referral is a proven
23 method for attracting candidates who are more likely to successfully complete the Part-Time Transit
24 Operator Training program and more likely to successfully complete probation as a Part-Time Transit
25 Operator. In order to increase the quantity and quality of Part-Time Transit Operator applicants,
26 METRO desires to increase the number of Employee referrals. Accordingly, an Employee Referral
27 Recognition Pilot Program is set forth below.

28 A. Effective upon ratification of this AGREEMENT, there shall be an Employee Referral

1 Recognition Pilot Program (the "Pilot Program").

2 **B.** The Pilot Program shall be open to all UNION members.

3 **C.** The Pilot Program shall remain in effect until December 31, 2017. At that time the
4 program shall expire and Employees will no longer be eligible to participate in the Pilot Program.

5 **D.** During the duration of the Pilot Program, METRO will evaluate the Pilot Program's
6 effectiveness in increasing the number of successful applicants for Part-Time Transit Operator
7 Positions.

8 **E.** Employees who refer a successful applicant to the position of Part-Time Operator shall
9 receive a one-time payment of \$300.00 (the "Recognition Payment"). There is no limit on the
10 number of applicants an Employee can refer. There is also no limit on the number of Recognition
11 Payments an Employee may earn. However, only one Employee may refer any given applicant.

12 **F.** The Recognition Payment shall be due upon the referred Employee's successful
13 completion of Part-Time Transit Operator training and completion of one full pay period as a Part-
14 Time Transit Operator.

15 **G.** The Recognition Payment shall be paid to the referring Employee as soon as practicable
16 after it becomes due.

17 **H.** METRO has sole authority for determining the timing and methodology of how an
18 applicant notifies METRO of being referred, or in the alternative how a referring Employee notifies
19 METRO of having made a referral. For example, to be eligible for a Recognition Payment, METRO
20 may require the referring Employee's name or badge number be referenced on the referred
21 applicant's initial application for employment.

22 **I.** A Recognition Payment is only made if the referred applicant successfully completes Part-
23 Time Transit Operator training the first time through. For instance, if a referred applicant starts Part-
24 Time Transit Operator training in February and then withdraws or fails that initial training, the
25 referring Employee would not be eligible for a Recognition Payment if the same applicant were to
26 retake and successfully complete the training in October 2017.

27 **J.** To be eligible to receive a Recognition Payment, an Employee must be an Employee of
28 King County on the day the Recognition Payment becomes due.

1 **K.** The Recognition Payment shall be subject to all applicable payroll taxes and withholding
2 (e.g., income tax, social security, and Medicare).

3 **L.** If a referral applicant begins training for Part-Time Transit Operator prior to December 31,
4 2017, but does not begin work as a Part-Time Transit Operator until after December 31, 2017, the
5 referring Employee may still receive the Payment.

6 **M.** An Employee is not eligible for a Recognition Payment if the referred Employee has
7 previously worked for METRO as a Transit Operator.

8 ***SECTION 18 – CURRENT EMPLOYEE APPLICATIONS FOR RAIL POSITIONS***

9 Bus-side Employees are encouraged to apply for Operator and Supervisor positions with RAIL. They
10 may apply and compete with external candidates. Employees will receive an additional 5% on any
11 passing test scores. Employees who are advanced to the interview stage will receive an additional
12 5% added to their interview scores. The ratio of Employees' preference compared to the preference
13 given to other King County employees will remain in full force and effect throughout the duration of
14 this AGREEMENT.

15 ***SECTION 19 – EMPLOYEE RECOGNITION***

16 In addition to continuing existing programs to recognize outstanding performance, the
17 PARTIES agree to establish a program to offer recognition for outstanding attendance, and to work
18 teams or individuals whose efforts improve the delivery of METRO services to county residents
19 and/or achieve cost savings while maintaining or bettering the present quality of service delivery.
20 The program will be established by June 2018 and shall run through the life of this contract.

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

23 **A.** That maintain outstanding attendance and

24 **B.** That demonstrate measurable improvements in one or more of the following areas:

- 25 1. Improved operating methods or procedures, resulting in increased
26 productivity;
- 27 2. Improved customer or Employee satisfaction;
- 28 3. Improved cycle time or efficiency;

4. Decreased costs;
5. Conservation of resources; or
6. Reduction in Employee injuries or accidents.

The administrative guidelines established by the committee shall identify other means by which Employees may nominate work teams and individual Employees for evaluation and awards. Authority, if any, to grant monetary and non-monetary awards is based on King County Code 3.13.

ARTICLE 4: DISCIPLINE

SECTION 1 – GENERAL

A. METRO and the UNION agree with the fundamental notion that Employees who face discipline have a right to confront their accusers, to be disciplined only for just cause, and to have due process rights to challenge unwarranted discipline. METRO shall not discipline Employees based on anonymous or unsubstantiated complaints.

Complaints which are found to have insufficient information connecting a complaint to an Employee or which are found to not involve misconduct on the Employee's part will not be included in their records and shall not be used in any proceeding against them.

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

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

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

E. Counseling that is given to Employees will not be considered to be discipline and

1 cannot be grieved. If an Employee disagrees with the counseling, s/he should provide a written
2 rebuttal to his/her chief, which will be included in the Employee's personnel file. A UNION-
3 represented Employee will not issue discipline to another UNION-represented Employee.

4 ***SECTION 2 – TYPES OF DISCIPLINE***

5 A. Types of discipline shall include oral reminders, written reminders, disciplinary
6 probation, suspension and discharge.

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

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

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

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

23 A. "Major infractions" include:

- 24 • Gross misconduct
- 25 • Insubordination
- 26 • Gross negligence
- 27 • Theft of METRO funds or property or job related theft
- 28 • Misappropriation - the personal use of METRO funds or property

- The use of intoxicants or the odor of intoxicants
- The use or odor of narcotics or abuse of controlled substances
- Preventable accidents in accordance with the accident point system
- Late reports, absences, and unexcused absences, in accordance with Section 6
- Late occurrences and unexcused absences, in accordance with Article 17, Section 11, and Article 18, Section 14
- Falsification of sick reports
- Falsification of applications or any other official METRO documents
- Willful failure to turn in lost articles
- Willful destruction or damage to METRO property/possessions
- Serious or repeated harassment based on a legally protected class (see DEFINITIONS)
- Committing a felony while on duty or conviction of a job-related felony
- Serious or repeated discrimination, as prohibited under Article 2.

B. Major infractions will result in discharge unless METRO determines that there are circumstances which cause a suspension to be appropriate.

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

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

SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS

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

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

- 3 1. First minor infraction – Oral Reminder.
- 4 2. Second minor infraction – Written Reminder.
- 5 3. Third minor infraction – Appropriate discipline for the severity of the
6 infraction, which could include a two-day suspension.
- 7 4. Fourth minor infraction – Five-day suspension.
- 8 5. Fifth minor infraction – Discharge.

9 **SECTION 5 – REMOVING INFRACTIONS**

10 A minor infraction which is one year old shall be crossed off the Employee's record. Future
11 disciplinary action will be based on the number of infractions that remain. For example, if an
12 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on
13 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
14 days, the total time on leave will be added to the one-year period that must elapse before a minor
15 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
16 maintained. A minor infraction shall not be used in any promotional process within the bargaining
17 unit after it is a year old.

18 **SECTION 6 – MISSES**

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

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

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

26 D. Except in Vehicle Maintenance and Facilities Maintenance, misses include late
27 reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences
28 recorded in a four-month period shall be subject to the following controls:

1 • First – Informational Notice.

2 • Second – Oral Reminder.

3 • Third – Written Reminder and the Employee will be offered a program of
4 assistance from both PARTIES in developing a plan to improve attendance. This program will
5 include referral to the Employee Assistance Program. The METRO unit superintendent/chief and the
6 UNION Officer/designee will meet with the Employee to write the details of the program, which will
7 be specific to the Employee.

8 • Fourth – Two-day suspension, unless the Employee has a five-year record of
9 less than three misses per year, in which case another Written Reminder shall be issued. Whether
10 suspended or not, the Employee shall be given a referral to the Employee Assistance Program.

11 • Fifth – Discharge, unless METRO determines that there are circumstances
12 which cause a greater suspension to be appropriate such as the first instance of consecutive days of
13 unverified sick leave.

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

15 • First through third – Informational Notice.

16 • Fourth – Oral Reminder.

17 • Fifth – 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 a referral to the Employee Assistance Program. The METRO unit superintendent/chief and
20 UNION Officer/designee will meet with the Employee to write the details of the program, which will
21 be specific to the Employee.

22 • Sixth – Two-day suspension, unless the Employee has previously been on
23 attendance probation per Paragraph F, in which case the Employee will again be placed on attendance
24 probation.

25 • Seventh – Five-day suspension.

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

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

1 imposed as a result of the seven misses.

2 2. The Employee will be offered a program of assistance from both the
3 PARTIES in developing a plan to improve attendance. This program will include a referral to the
4 Employee Assistance Program. The METRO Unit superintendent/chief and UNION
5 Officer/designee will meet with the Employee to write the details of the program, which will be
6 specific to the Employee.

7 3. During the attendance probation, the language of Paragraph H will not
8 apply.

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

11 5. The Employee will be allowed no more than three misses in each of the two
12 following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that s/he had a
13 seventh miss, with a five-day suspension on 7/18-22/14, would be on probation with no more than
14 three misses allowed 7/23/14-7/22/15 and no more than three misses allowed 7/23/15-7/22/16). An
15 Employee who successfully completes the two twelve-month periods will no longer be on attendance
16 probation.

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

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

21 G. Four consecutive workdays of absence without leave will be considered a
22 resignation.

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

1 without a miss.

2 **SECTION 7 – MISSES – TRANSIT OPERATORS**

3 **A. Misses for Transit Operators include:**

4 **1. Unexcused Absence – Failure to report within one hour after designated**
5 **report time or an FTO's failure to accept late report, or calling in sick less than 30 minutes before an**
6 **Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay for**
7 **the day.**

8 **2. Late Report – An FTO reporting to work late from one minute up to one**
9 **hour after designated report time.**

10 **3. Absence – An unexcused absence, which has been changed to an absence,**
11 **or a PTO calling the base up to 30 minutes after his/her report time or reporting in person up to one**
12 **hour after his/her report time.**

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

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

18 **D. The procedure for late reports and absences for Transit Operators shall be as**
19 **follows:**

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

24 **2. Each FTO on late report will be assigned to the bottom of the report list in**
25 **order of arrival. One hour of pay will be guaranteed to FTOs who are assigned to late report. If an**
26 **assignment can be made, normal procedures shall prevail.**

27 **3. At the end of one hour, an FTO on late report will report to the Base**
28 **Dispatcher/Planner who will determine whether such FTO will be dismissed or continue on report. If**

1 such FTO is continued on report, the one hour guaranteed pay will be included in the two and one-
2 half hour report guarantee.

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

12 5. If, after one hour, no work is available, the FTO will be released, or placed
13 at the bottom of the report list for work later in the day at a minimum pay of two and one-half hours.

14 6. A PTO who has an absence will lose his/her assignment and pay for that
15 day, except that a PTO who has an absence on his/her first piece of work may be assigned to work
16 his/her second piece of work.

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

19 1. An FTO may provide a written request to the immediate supervisor the
20 same day as his/her unexcused absence. If such request is granted, the FTO either will be placed at
21 the bottom of the report list for work later in the day at minimum pay of two and one-half hours or
22 will be released for the day.

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

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

1 1. An Employee, who calls in sick less than 30 minutes before his/her report
2 time, will be put on the sick list and will be given an unexcused absence.

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

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

13 **SECTION 8 – MISSES – EMPLOYEES OTHER THAN TRANSIT OPERATORS,**
14 **VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES**

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

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

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

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

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

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

28 D. The procedures for Employees reporting back to work after time on the sick list

1 shall be determined by the appropriate work unit.

2 1. An Employee, who calls in sick less than 30 minutes before his/her report
3 time, will be put on the sick list and will be given an unexcused absence.

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

10 **SECTION 9 – PROBATIONARY EMPLOYEES**

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

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

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

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

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

27 B. If, however, after such a review, it is found that the Employee in question was not
28 completely blameless, then the PARTIES may mutually agree upon a reduction of the penalty and

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

2 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

3 ***SECTION 1 – CUSTOMER COMPLAINTS***

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

7 1. METRO facilitates contact between the complainant and UNION by contacting the
8 complainant and providing him/her with two options. The complainant may either: (a) consent to
9 disclosure of his/ her name and telephone number to the UNION, or (b) agree to personally call the
10 UNION designee who has made the request.

11 2. If the complainant consents to disclosure of his/her name and telephone number to
12 the UNION, METRO shall provide that information to the UNION. If the complainant agrees to call
13 the UNION, METRO shall provide the complainant with the UNION designee's name and telephone
14 number. If METRO reasonably determines that the complainant is vulnerable by reason of age,
15 disability, or some other reason, METRO shall provide to the UNION the name and telephone
16 number of the complainant's parent or guardian.

17 3. If the complainant agrees to disclose his/her name and number to the UNION but
18 not to the grievant, METRO shall provide the name and number to the UNION designee. The
19 UNION designee shall not disclose the complainant's name or number to the grievant. When the
20 UNION designee makes inquiries to the complainant, s/he shall explain that the complainant's name
21 and number will not be disclosed to the grievant.

22 ***SECTION 2 – GRIEVANCE PROCEDURE***

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

28 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as

1 specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following
2 business day. Time limits defined in this Section may be extended by a written agreement between
3 the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit
4 all rights and claims to the grievance; and the grievance shall be considered resolved in the other
5 PARTY's favor; it being understood that such forfeiture does not decide the merits or establish a
6 precedent. This forfeiture provision does not apply to discharge cases. If METRO fails to meet the
7 response deadline, the UNION has the right to move the grievance to the next step. If the UNION
8 fails to move the grievance to the next step by the deadline or notify METRO of its intent to not
9 pursue the grievance, METRO will send a written notice requiring the UNION to respond or
10 withdraw within 30 days of the notice.

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

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

24 **Step 1 – The Employee's Base:** Within 15 days of the act or knowledge of
25 the act being grieved, the Employee shall present the written grievance to his/her immediate
26 Chief/Superintendent/designee, or if his/her immediate Chief/Superintendent/designee is unavailable,
27 then to any Chief/Superintendent/designee. Thereafter, the Superintendent/designee shall meet with
28 the Employee and, unless UNION representation is waived in writing by the Employee, a Shop

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

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

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

24 E. If a grievance arises that involves an Employee’s discharge, it shall be handled in
 25 the following manner:

26 **Step 1 – The Employee’s Section Manager:** Within 15 days of the act or
 27 knowledge of the act being grieved, the Employee shall present the written grievance to his/her
 28 immediate Chief/Superintendent/designee, or if his/her immediate Chief/Superintendent/designee is

1 unavailable, then to any Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged
2 Employee may choose to appeal his/her discharge to the King County Personnel Board. Such appeal
3 will withdraw and void any grievance filed through the UNION procedure. If the Employee chooses
4 to be represented by the UNION, s/he waives any right to appeal to the King County Personnel
5 Board. The Employee's Section Manager/designee shall meet with the Employee and, unless
6 UNION representation is waived in writing by the Employee, the UNION Business
7 Representative/designee within 15 days after receipt of the grievance to discuss the grievance. The
8 meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 10
9 days after the meeting, notify the UNION of its decision by fax and/or written copy. Under no
10 circumstances will METRO be relieved of the obligation to issue a written decision and if the
11 deadline has been missed, METRO must issue the decision within five days of being notified of the
12 missed deadline. Failure to comply with the ten day response deadline shall result in in an additional
13 day of back pay to the Employee for each day that METRO's response is late. This additional back
14 pay shall be paid only in the event that an arbitrator returns the discharged Employee to work. If
15 after receiving METRO's response, the UNION Business Representative/designee determines that
16 the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such
17 referral must be in writing.

18 **Step 2 – Transit Labor Relations:** The grievance shall be presented to
19 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee
20 will meet with a committee consisting of a Transit Labor Relations designee, Section
21 Manager/designee and other appropriate METRO personnel for the purpose of resolving the
22 grievance. The meeting shall be held within 30 days after receipt of the Step 2 referral, unless a later
23 date is mutually agreed by the PARTIES. A written decision shall be sent to the UNION within 10
24 days after the meeting. Under no circumstances will METRO be relieved of the obligation to issue a
25 written decision and if the deadline has been missed, METRO must issue the decision within five
26 days of being notified of the missed deadline. Failure to comply with the ten day response deadline
27 shall result in in an additional day of back pay to the Employee for each day that METRO's response
28 is late. This additional back pay shall be paid only in the event that an arbitrator returns the

1 discharged Employee to work. If after receiving METRO's Step 2 response and no agreement can be
2 reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by
3 notifying Transit Labor Relations in writing. Such referral must be sent by registered mail, certified
4 mail or fax within 60 days after the UNION receives the Step 2 decision.

5 F. Time spent by Employees adjusting grievances and/or pursuing arbitration is not
6 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
7 the Employee's normal working hours, the Employee will not suffer a loss in compensation. Except
8 in the Vehicle Maintenance and Facilities Maintenance Sections, grievances shall be heard during
9 management's normal working hours unless stipulated otherwise by both PARTIES.

10 G. In the Facilities and Vehicle Maintenance Sections:

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

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

16 **SECTION 3 – ARBITRATION PROCEDURE**

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

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

24 2. The names on such list of arbitrators shall rotate and the next three
25 arbitrators starting from the top of the list shall be polled by the UNION to determine their two next
26 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.
27 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.
28 The UNION will contact the arbitrator to confirm his/her availability and will schedule the

1 arbitration. The selected arbitrator will then be placed at the bottom of the list.

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

5 4. If the PARTIES determine that an arbitrator is unacceptable and should be
6 removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled
7 for more arbitrations.

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

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

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

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

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

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

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

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

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

4 G. If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
5 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each PARTY shall be
6 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,
7 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

8 H. The PARTIES agree to attend a pre-arbitration conference not later than 30 days
9 after the arbitration is requested. The purpose of such conference shall be to discuss and narrow
10 issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

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

13 J. In proceedings involving customer complaints, where a complainant refuses to
14 disclose his/her name to, call, or cooperate with the UNION, and the complainant is unwilling to
15 testify, the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of
16 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the
17 admissibility of customer complaints shall not be binding upon another arbitrator in another
18 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was
19 unwilling to speak with the UNION and unwilling to testify. Nothing in this agreement restricts a
20 PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a
21 complainant.

22 **SECTION 4 – EXPEDITED ARBITRATION**

23 A. As an alternative to the arbitration procedure outlined in Section 2, the PARTIES
24 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
25 PARTY may request an expedited arbitration process. At the time of the request, the PARTY
26 requesting an expedited arbitration shall outline the process desired. The requested expedited
27 arbitration process may include, but is not limited to, some or all of the following characteristics as
28 agreed by both PARTIES:

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

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

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

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

ARTICLE 6: SENIORITY

SECTION 1 – CALCULATING SENIORITY

A. Seniority is based on date of hire or qualification in a classification, except as otherwise provided herein. In the case of two or more Employees newly hired within the same job classification on the same date, seniority order will be calculated by order of their respective application dates with METRO during the current recruitment period, including hours and minutes.

B. If two or more Employees are promoted/transferred at the same time to the same job classification, the date and time of current, continuous hire or qualification date, if applicable, with King County Metro or its predecessor organizations will determine seniority. This also applies to Employees who start work in the new position on different days due to different RDO combinations.

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

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

E. For the purpose of seniority, PTO, FTO, Rail Operator and Streetcar Operator shall be considered separate classifications.

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

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

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

I. A former Employee rehired as a PTO, or a current Employee transferring to PTO who has never been a PTO, will be placed first in seniority within his/her PTO training class. If two or more such persons are in the same PTO training class, seniority will be determined by most recent

1 date and time of application.

2 J. An Employee who has had a non-disciplinary medical termination and who returns
3 to his/her same classification within three years from the date of termination shall be reinstated to the
4 seniority that s/he previously held. An Employee who has had a non-disciplinary medical
5 termination and who returns to his/her same classification beyond three years from the date of
6 termination will have his/her seniority in the job classification start on the date of his/her rehire. This
7 provision shall be effective on the date of execution of this AGREEMENT and shall not be applied
8 retroactively. The following additional rules shall apply when rehiring Employees who have had
9 non-disciplinary medical terminations (NDMTs):

10 1. METRO shall use terminology requested by the County's Human
11 Resources Division (presently stated in Resources Bulletin 06-LER-01, Revised August 18, 2006 but
12 subject to change) regarding rehire or reinstatement. However, nothing in this AGREEMENT shall
13 prohibit METRO from negotiating a reinstatement agreement with the UNION for an Employee who
14 has had an NDMT.

15 2. The UNION's Constitution and Bylaws shall determine Employee's
16 UNION seniority. METRO's use of rehire or reinstatement terminology shall not be determinative in
17 decisions as to seniority.

18 3. A rehired Employee who had an NDMT and who returns to his/her same
19 classification within one year from date of termination shall have his/her pay step and vacation
20 accrual rate restored to the step or rate held at the time of separation. Pay step progression and
21 vacation accrual progression shall continue with the date of rehire, with "time-in-service" credit
22 being given for the time spent in the pay step or vacation accrual rate prior to termination. However,
23 no "time-in-service" credit shall be given during the period of termination itself.

24 4. The process for an Employee who has had an NDMT and who wishes to be
25 rehired in his/her former classification shall be to notify the Reassignment Program of his/her
26 medical release and renewed ability to work.

27 5. The County retains all rights to determine whether a former Employee is
28 eligible for rehire.

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

2 L. Classification seniority will determine the order of layoffs, except as provided
3 elsewhere in the AGREEMENT.

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

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

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

13 C. Any Employee who demotes for any reason other than layoff will forfeit all rights
14 to the classification from which s/he was demoted.

15 D. An Employee who demotes to a previously held classification will be reinstated to
16 the position in classification seniority order which s/he had formerly held in the classification to
17 which s/he has been demoted.

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

24 **SECTION 3 – DETAILS, UPGRADES AND SPECIAL PROJECTS**

25 An Employee who exceeds the time limits (mutually agreed date or one year) will lose his/her
26 classification seniority, except for the purpose of layoff.

27 **SECTION 4 – SENIORITY LISTS**

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

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

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

10 **ARTICLE 7: LAYOFF AND RECALL**

11 ***SECTION 1 – REASON FOR LAYOFF***

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

22 ***SECTION 2 – METHOD OF REDUCTION***

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

25 **B.** A laid-off Employee who has attained regular status in another job classification
26 may displace a less senior Employee in such classification, provided that the laid-off Employee has
27 obtained all necessary certifications to perform the duties of such classification. A position in the
28 highest-paying classification in which there is a less senior Employee and in which the Employee

1 previously has attained regular status will be offered. No Employee shall be placed into a
2 classification from which the Employee has demoted or failed to complete the probationary period.
3 A laid-off Employee who exercises the right to return to a previous position will be reinstated to the
4 position in classification seniority order which s/he had previously held, except as provided in Article
5 6, Section 2, Paragraph E.

6 ***SECTION 3 – RECALLING LAID-OFF EMPLOYEES***

7 A. An Employee shall be eligible for reinstatement for 24 months following layoff
8 and shall be recalled to service in the order of his/her classification seniority. To be eligible for
9 reinstatement, a laid-off Employee must keep METRO informed of his/her current address.
10 METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to
11 the most recent address supplied by the laid-off Employee. A laid-off Employee must notify
12 METRO within 15 days after such reinstatement offer has been mailed by METRO and report for
13 work at the time and place stipulated in the notice.

14 B. An Employee, who fails to respond to or declines the reinstatement offer or who
15 fails to report to work when and where notified, shall be deleted from the recall list. METRO will
16 send a letter to such Employee notifying him/her of the loss of reinstatement rights.

17 ***SECTION 4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL*** 18 ***TERMINATIONS (NDMT's)***

19 1. If an Employee who was separated by NDMT enters the Reassignment Program at
20 a time when a layoff list is in place, he/she 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 he/she is returned to work, he/she will then only be eligible for rehire through the
24 normal rehire process after all Employees on the layoff list have been returned to work.

25 **ARTICLE 8: HOLIDAYS**

26 ***SECTION 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 eleven holidays specified in Section 4 as days off with eight hours pay. An Employee
 2 who is on RDO or vacation on the day of observance shall receive eight hours AC time. An
 3 Employee who works on the day of observance, as a part of his/her regular work schedule, will
 4 receive eight hours pay for such day and will receive AC time for all time worked, calculated in the
 5 method provided in this AGREEMENT for work performed on non-holidays.

6 ***SECTION 2 – PART-TIME TRANSIT OPERATORS***

7 Each eligible PTO shall be granted the following holidays off with pay equal to his/her
 8 current picked assignment:

9 New Year's Day

10 Martin Luther King, Jr. Day [Commencing 2018]

11 Memorial Day

12 Independence Day

13 Labor Day

14 Thanksgiving Day

15 Mark McLaughlin Day (Day after Thanksgiving) [Commencing 2017]

16 Christmas Day

17 A PTO who works on a paid holiday shall receive holiday pay and pay for actual hours
 18 worked.

19 ***SECTION 3 – OTHER EMPLOYEES***

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

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

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

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

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

New Year's Day	Labor Day
Martin Luther King Junior Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Presidents' Day	Mark McLaughlin Day (Day after Thanksgiving)
Memorial Day	Christmas Day
Independence Day	

SECTION 5 – PERSONAL HOLIDAY

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

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

1. When an Employee, other than a PTO, has not used his/her personal holiday during a payroll year, the holiday will be converted to eight hours of vacation or ten hours of vacation if s/he is working a regularly picked four forty (4/40) assignment. When a PTO has not used his/her personal holiday during a payroll year, the holiday will be cashed out.

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

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

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

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

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

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

5 **SECTION 6 – SHIFT DIFFERENTIAL**

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

7 **SECTION 7 – ELIGIBILITY**

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

10 1. be on the payroll the scheduled workdays immediately before and after the
11 holiday; and

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

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

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

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

20 **ARTICLE 9: VACATION**

21 **SECTION 1 – VACATION ENTITLEMENT**

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

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

27 C. The applicable accrual rate for all Employees, except Transit Operators, will be
28 based upon years of active service since the Employee's most recent date of employment. The

applicable accrual rate for all FTOs will be based on years of active, continuous, full-time service. Each full-time Employee will receive one day of vacation accrual service credit for each three calendar days of active, continuous service as an on-call or part-time Employee provided that any break in service between on-call or part-time and full-time service was less than seven calendar days.

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 years of active service.

F. Vacation Accrual Table

1. Completed Years 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	6. Maximum Hours at End of Payroll Year
0-4	.0385	3.080	80	10	160
5-9	.0577	4.616	120	15	240
10-15	.0770	6.160	160	20	320
16	.0808	6.480	168	21	336
17	.0847	6.776	176	22	352
18	.0885	7.080	184	23	368
19	.0924	7.392	192	24	384
20	.0962	7.696	200	25	400
21	.1001	8.000	208	26	416
22	.1039	8.312	216	27	432
23	.1078	8.616	224	28	448
24	.1116	8.928	232	29	464
25+	.1154	9.232	240	30	480

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

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

1 the PARTIES.

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

4 J. A PTO, who becomes an FTO, may retain his/her vacation accrual. An FTO who
5 becomes a PTO may cash out any accrued hours remaining in his/her vacation balance.

6 K. Employees shall not be eligible to take or be paid for vacation leave until they
7 have successfully completed their first six months of service with METRO, and if they leave
8 METRO prior to successfully completing their first six months of METRO service, shall forfeit and
9 not be paid for accrued vacation leave.

10 **SECTION 2 – SCHEDULING VACATIONS**

11 A. METRO will arrange with Employees to take their vacations during the calendar
12 year at such time as will minimize the necessity of calling substitutes to carry on regular work. When
13 a holiday, that an Employee, except a PTO, normally would have received, falls within his/her
14 vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in
15 Article 8, in lieu of holiday pay. METRO shall arrange vacations for Employees on such schedules
16 as will least interfere with the function of the division; but which accommodate the desires of the
17 Employees to the greatest degree feasible.

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

20 **SECTION 3 – SELECTION OF VACATIONS**

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

24 **SECTION 4 – VACATION PICK LIMITS**

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

26 Completed Calendar Years of Service	Maximum Hours Allowed To Not Pick
27 1 – 4	16
5 – 9	24
10 – 14	32
28 14 +	40

1 At pick, an Employee may elect not to select up to the number of hours contained in the table
2 above. An Employee who desires to carry over vacation time must make his/her request at the time
3 vacations are being scheduled.

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

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

11 D. Except as otherwise provided in this AGREEMENT, an Employee desiring to use
12 accumulated vacation which s/he has not picked may use it in single- or multiple-day increments with
13 the prior approval of his/her immediate supervisor.

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

17 **SECTION 5 – VACATION CASH OUT**

18 With the exception noted below for Customer Communications and Services, a full-time
19 Employee who has accrued more than 80 hours of vacation in a year may elect to cash out a portion
20 of his/her vacation, provided s/he picks a minimum of 80 hours of vacation. During the first and
21 second vacation picks of the year for an Employee's work unit, an Employee may elect to cash out a
22 yearly minimum of eight hours up to a yearly maximum of 60 hours of their current vacation balance.
23 Employees may elect to receive the cash out payment following each vacation pick, provided each
24 payment is of at least eight hours.

25 In Customer Communications and Services, a full-time Employee who has accrued more than
26 80 hours of vacation in a year may elect to cash out a portion of his/her vacation, provided s/he picks
27 a minimum of 80 hours of vacation. Once a year, during the November vacation pick, an Employee
28 may elect to cash out a minimum of eight hours up to a maximum of 60 hours in a calendar year.

1 Employees may elect to receive the cash out payment following the vacation pick and/or following
2 the first full payroll period in the next year, provided each payment is of at least eight hours.
3 Employees may only cash out vacation available for use at the time of the cash out. At the November
4 pick, METRO will notify each Employee of his/her vacation balance as of the last payroll before the
5 pick, and the amount s/he will have accrued as of the beginning of the payroll year.

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

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

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

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

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

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

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

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

25 **ARTICLE 10: LEAVES OF ABSENCE**

26 ***SECTION 1 – GENERAL***

27 The decision to grant an unpaid leave of absence shall be the decision of METRO, except as
28 limited by this AGREEMENT. At METRO's option, such unpaid leaves of absence, not to exceed

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

SECTION 2 – BEREAVEMENT LEAVE

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

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

SECTION 3 – UNION BUSINESS

A. Pay for time granted to an Employee for a leave of absence to conduct UNION business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT relating to benefit costs, accruals and holiday eligibility shall remain in force for up to 30 consecutive days during any period an Employee is on UNION business leave. For UNION business leave in excess of the 30 consecutive calendar days, no benefits shall accrue (i.e., vacation and sick leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the responsibility of

1 the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays shall be included
2 only if the Employee was on UNION business leave the day preceding and the day after the
3 RDO/holiday.

4 B. METRO may authorize compensation for UNION Executive Board Officers who
5 are performing work-related business.

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

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

13 E. If an Employee is granted a leave of absence, s/he will continue to accrue all types
14 of seniority, including vacation accrual credit, during the effective period.

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

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

21 **SECTION 4 – JURY DUTY**

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

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

28 B. Any Employee, except for a PTO, excused from jury duty less than four hours after

1 his/her jury duty reporting time, shall promptly notify his/her immediate supervisor and may be
2 required to report back to work. An FTO may be required to report back to work a p.m. tripper. A
3 Special Classification, Vehicle Maintenance, CIO, PSO or Facilities Employee scheduled to work a
4 shift ending by 9:00 p.m. shall be required to report to work if there are at least four hours remaining
5 in the Employee's regularly scheduled workday. An Employee also shall have at least twelve hours
6 off between the completion of his/her scheduled day's assignment and reporting back to jury duty. If
7 the Employee must change clothes before reporting to work, the Employee and immediate supervisor
8 shall agree on a reasonable report time.

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

11 D. When a PTO is released from jury duty, s/he will notify his/her immediate
12 supervisor and may be placed on his/her regular assignment that day or any following day.

13 ***SECTION 5 – MILITARY LEAVE***

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

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

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

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

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

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

27 ***SECTION 6 – PARENTAL LEAVE***

28 A. Twelve weeks of paid parental leave shall be granted to Employees pursuant to

King County Code 3.12 et al. for the birth of an Employee's child, the Employee's adoption of a child or the foster-to-adopt placement of a child with the Employee.

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

SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT

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

SECTION 8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT

A. An Employee may take up to a combined total of 18 weeks of unpaid leave for his/her own serious health condition (as defined by the King County Personnel Guidelines), or for family reasons as provided for in Section 9, Paragraph A, within a twelve-month period. To be eligible for leave under this Section, an Employee must have been employed by King County for

1 twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months.
2 However, PTOs and Assigned Employees shall be eligible for leave under this Section if they have
3 been employed by King County for twelve months or more and have worked a minimum of 510
4 hours in the preceding twelve months. The leave may be continuous (consecutive days or weeks), or
5 intermittent (taken in whole or partial days as needed).

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

7 1. When leave is taken after the birth or placement of a child by adoption or
8 foster care, an Employee may take leave intermittently or on a reduced leave schedule only if
9 authorized by the Employee's immediate supervisor;

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

16 **SECTION 9 – LEAVE USAGE**

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

20 1. The Employee has been employed by King County for twelve months or
21 more and has worked a minimum of 1,040 hours in the preceding twelve months. However, PTOs
22 and Assigned Employees shall be eligible to use sick leave under this Section if they have been
23 employed by King County for twelve months or more and have worked a minimum of 510 hours in
24 the preceding twelve months.

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

26 a. the family member is the Employee's spouse or domestic partner,
27 the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the
28 family member has a serious health condition as defined by the King County Personnel Guidelines;

1 or

2 b. the birth of a child and care of the newborn child, or placement of
3 the child by adoption or foster care; provided the leave is taken within twelve months of the birth,
4 adoption, or placement.

5 B. Accrued leave usage:

6 1. When taking leave for his/her own health reasons, an Employee must use
7 all of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The
8 Employee may use accrued vacation or AC time before going on unpaid status.

9 2. When taking a leave for family reasons, the Employee must choose at the
10 start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to
11 take paid leave for family reasons s/he must use all his/her sick leave prior to going on unpaid leave
12 or using vacation or AC time. However, an Employee taking paid leave for family reasons may set
13 aside a reserve of up to 80 hours of accrued sick leave, which does not have to be used during the
14 leave for family reasons.

15 C. An Employee who has exhausted all of his/her sick leave may use accrued
16 vacation leave and AC time before going on leave of absence without pay, if approved by his/her
17 immediate supervisor, or as provided by state or federal law.

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

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

22 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
23 concurrently to the extent permitted by law. Leave taken under King County Family Medical Leave,
24 as described in Section 8, shall run concurrently with Federal Family and Medical Leave and
25 Washington Family and Medical Leave, and any other leaves that are available under state or federal
26 law.

27 **SECTION 11 – WITNESS LEAVE**

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

1 trial shall receive regular compensation.

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

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

7 **ARTICLE 11: SICK LEAVE**

8 ***SECTION 1 – PROCEDURES***

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

11 1. The Employee's bona fide illness or non-occupational injury.

12 2. Supplemental payment for an occupational injury when payments, as
13 specified in Article 12, Section 9, are exhausted.

14 3. A part-time Employee's occupational injury for up to three calendar days
15 immediately following the injury.

16 4. To care for the Employee's child if the following conditions are met:

17 a. The child is under the age of 18.

18 b. The Employee or the Employee's spouse/domestic partner is the
19 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
20 place of the parent to the child.

21 c. The Employee's child has a health condition requiring the
22 Employee's personal supervision during the hours of his/her absence from work.

23 d. The Employee actually attends to the child's care during the absence
24 from work.

25 5. The care of an Employee's adult family member whose health condition
26 requires the Employee's personal supervision during his/her absence from work.

27 6. The Employee's personal appointment with a licensed health care provider.

28 7. Domestic violence leave that satisfies the conditions of RCW 49.76. An

1 Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave
2 and other paid time off, compensatory time, or unpaid leave time.

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

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

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

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

- 21 1. An Employee is absent for more than five consecutive workdays, or
- 22 2. An Employee has insufficient accrued sick leave to cover an absence for a
23 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or
- 24 3. An Employee has previously been placed on notice of suspected sick leave
25 abuse (which is not grievable), and is thereafter further suspected of sick leave abuse after a
26 reasonable investigation. The assessment of whether a reasonable suspicion exists will depend on all
27 of the facts and circumstances known to the Unit Supervisor responsible for making the decision.
28 Evidence of potential sick leave abuse may include but is not limited to circumstances where an

1 Employee is absent repeatedly, or has absences that precede or follow RDOs, or that follow some
2 other pattern. Verification under this Paragraph may be required for a period up to six months.

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

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

8 H. When a medical verification is required, it shall be on a medical report acceptable
9 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her
10 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
11 family member.

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

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

23 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
24 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
25 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
26 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
27 under the 250-hour threshold as the result of an illness/injury.

28 L. The cutoff time for Transit Operators calling to be removed from the sick list is

1 10:00 a.m. Should an Operator report sick after 10:00 a.m., s/he may retain his/her following day's
2 full assignment by calling off the sick list at least one hour prior to the start of the next day's full
3 assignment, or prior to 10:00 a.m., whichever comes first.

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

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

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

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

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

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

23 D. No payment of accrued sick leave will be made to an Employee who leaves
24 METRO for any other reason.

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

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

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

5 ***SECTION 4 – USE OF AC TIME***

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

9 ***SECTION 5 – RESERVE SICK LEAVE***

10 FTOs employed as of November 1, 1977, were credited with a balance of sick leave known as
11 reserve sick leave. Such reserve sick leave may be used only for an illness during which the FTO is
12 hospitalized as an inpatient for at least 24 hours. No sick leave shall be transferred from such reserve
13 account to the active account. All regular sick leave in the active account must be exhausted before
14 sick leave in the reserve account may be used. The provisions of Section 3, Paragraph C shall apply
15 to reserve sick leave.

16 **ARTICLE 12: BENEFITS**

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

18 ***BENEFITS***

19 A. All full-time Employees, part-time and assigned Employees who are regularly
20 scheduled to work half time or more, and their dependents will be covered by the medical, dental,
21 vision, life, and long-term disability plans as described in MOAs 410U1016 and 410U0117, which
22 appear as Exhibits E and F. King County shall make the following contributions on behalf of the
23 Employer to the insured benefits plans:

24 2017: \$1,556 per Employee per month, which reflects a 6.2% increase from the 2016 rate.

25 2018: \$1,556 per Employee per month.

26 2019: \$1,587 per Employee per month, which reflects a 2.00% increase from the 2018 rate.

27 Payment of benefit increase in the third year of the contract waived upon successful reintegration of
28 ATU into JLMIC benefits bargaining under a combined JLMIC-Eligible Employee Protected Fund

1 Reserve.

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

3 C. An Employee will be eligible for the insurance benefits on the first calendar day of
4 the month following his or her hire date or the day after his or her qualification date, whichever is the
5 later date. However, if the later date is the first calendar day of the month, the Employee will be
6 eligible for the insurance benefits on that date.

7 D. METRO will hold an open enrollment at least once during each calendar year.
8 Employees will be allowed to make changes in their benefit selections during that open enrollment
9 period.

10 E. For the purposes of this AGREEMENT, "half-time" shall mean 20 paid hours per
11 week. Eligibility requirements for part-time and on-call Employees will be defined by policy
12 mutually developed and agreed by the PARTIES.

13 **SECTION 2 – MEDICAL BENEFITS – PART-TIME AND ASSIGNED EMPLOYEES**
14 **(LESS THAN HALF-TIME)**

15 A. The medical, dental and vision insurance benefits developed by the PARTIES will
16 be available to part-time and assigned Employees, who are regularly scheduled to work less than
17 half-time. Insurance benefits will be available on the first day of the month following an Employee's
18 hire or qualification, whichever comes later. The medical plan includes the pharmacy plan, and
19 neither can be purchased separately. METRO will contribute an amount equal to 80% of the Group
20 Health premium for Employee-only coverage; the Employee will pay the remaining portion of the
21 premium through payroll deduction.

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

24 **SECTION 3 – MEDICAL BENEFITS – RETIREES**

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

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

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

SECTION 5 – JOINT LABOR MANAGEMENT INSURANCE COMMITTEE

During the life of this AGREEMENT, the PARTIES shall work together to try to reestablish the UNION in the JLMIC. If this is accomplished, the UNION agrees that it shall be bound by the JLMIC benefits subject to interest arbitration. The PARTIES agree to reopen any issues necessary to memorialize an agreement that reintegrates the UNION into the JLMIC benefits plan, should such an arrangement be secured.

SECTION 6 – SHORT-TERM DISABILITY – FULL-TIME EMPLOYEES

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

SECTION 7 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT

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

SECTION 8 – PERSONAL PROPERTY LOSS BENEFIT

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

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

and,

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

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

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

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

Item	Maximum Value
Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag, Purse or Backpack	\$55.00
Driver's License	replacement
Employee Transit Pass	replacement
Prescription Eyeglasses	\$200.00
Cell phone	replacement value up to \$150

SECTION 9 – TRANSIT PASS

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

SECTION 10 – 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 1. METRO will provide an amount which, when added to the state-prescribed
2 payment and any alternative work wages, maintains the percentage set forth below of the Employee's
3 net pay, based on 80 hours times his/her hourly rate minus any mandatory deductions per pay period.

4 The percentage shall be as follows:

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

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

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

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

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

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

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

17 1. Notify METRO's Workers' Compensation Office if unavailable for more
18 than 24 hours during a Monday through Friday period.

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

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

23 4. Accept alternative work assignments which are offered by METRO and
24 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
25 Employee's physician if identified restrictions require clarification.

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

27 6. When notified at least 48 hours in advance, attend all meetings and
28 independent medical examinations scheduled by METRO concerning the Employee's status or claim,

1 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
2 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
3 prior to such meeting or examination.

4 7. If records indicate two "no shows" for scheduled medical or vocational
5 services, supplemental payments may be terminated, provided such Employee and the UNION are
6 notified seven days in advance.

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

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

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

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

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

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

SECTION 11 – LEGAL DEFENSE

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

SECTION 12 – COMMERCIAL DRIVER LICENSE

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

SECTION 13 – GENERAL CONDITIONS

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

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

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

SECTION 14 – ACCUMULATED COMPENSATORY TIME

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

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

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

D. Except as provided elsewhere in this AGREEMENT, and consistent with daily

1 staffing requirements, METRO will determine the number of Employees allowed to have time off.
 2 An Employee may use AC time for a reasonable amount of compassionate leave under warranting
 3 circumstances, as determined by METRO.

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

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

9 ***SECTION 15 – RETIREMENT ACKNOWLEDGEMENT***

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

15 ***SECTION 16 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

16 Effective January 1, 2018, medical examinations that are required for the purpose of obtaining
 17 or maintaining a Commercial Driver License will be covered by the health insurance plans. Costs to
 18 Employees shall not be subject to either deductibles or co-pays, provided the Employee uses an in-
 19 network provider. The costs shall be borne by King County and shall not be charged against ATU's
 20 costs in the Protected Fund Reserve. METRO will also reimburse these costs for Employees who are
 21 not receiving health benefits from King County.

22 **ARTICLE 13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

23 ***SECTION 1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES***

24 A. An "Alternative Workweek Employee" shall mean a regular full-time Employee
 25 whose regular assignment is not eight hours per day, five days per week.

26 B. A "4/40 Employee" shall mean a regular full-time Employee whose assignment is
 27 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight
 28 hours straight-time pay per day for five days per week.

1 C. METRO and the UNION may define other types of Alternative Workweek
2 Employee statuses, such as 9/80 schedules, and will amend this Article as needed to address issues
3 concerning the hours of Employees who work on these new schedules.

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

6 ***SECTION 2 – REGULAR DAYS OFF***

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

9 ***SECTION 3 – HOLIDAYS***

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

17 ***SECTION 4 – PERSONAL HOLIDAY***

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

20 ***SECTION 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 6 – BEREAVEMENT LEAVE***

24 A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two
25 hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who
26 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted
27 additional time off in accordance with Article 10, Section 2 will be paid ten hours sick leave, AC
28 time and/or vacation per workday for up to three additional days.

SECTION 7 – JURY DUTY/MILITARY LEAVE

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

SECTION 8 – SICK LEAVE

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

SECTION 9 – DISABILITY

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

SECTION 10 – OVERTIME

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

SECTION 11 – SHIFT CHANGE NOTIFICATION

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

ARTICLE 14: RATES OF PAY

SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS

A. Effective on the start of the pay period that includes November 1, 2016, the top hourly wage rate for each job classification will be as shown in Exhibit A. These wages shall be effective until the pay period that includes October 31, 2017. The wages in Exhibit A reflect a 2.00% general wage increase from the expiration of the prior collective bargaining agreement. The total wage compensation for November 1, 2016 – October 31, 2019 contract term will be derived from a negotiated fixed wage increase or a cumulative COLA formula, whichever is greater, as set forth in Section 2.

B. Wage progressions are as follows:

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

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

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

4. PTOs will have five step increments as follows: first step will be 70% of the top rate of the classification; upon completion of 24 months, the second step will be 80%; upon completion of the next 24 months, the third step will be 90%; upon completion of the next twelve months, the fourth step will be 95%; and upon completion of the next twelve months, the fifth step will be 100%.

5. A PTO who is selected for an FTO position will retain his/her part-time

1 wage step and will be given appropriate wage progression credit for part-time service, provided there
2 is no more than a two day break in service. Such credit shall be calculated by giving one-half credit
3 for the period of time worked in that step, rounding upward to the nearest one-half month and
4 applying that period to the full-time qualification date.

5 C. An Employee who is promoted or upgraded into a classification with a higher top-
6 step hourly rate shall be placed at the lowest step in the salary schedule for the new classification
7 which results in an increase of at least 2.5%. Thereafter, a promoted Employee shall progress to any
8 subsequent wage steps based on completion of the required service periods. Service in the new
9 classification on a temporary upgrade status prior to promotion shall not be counted toward
10 progression on the schedule.

11 **SECTION 2 – GENERAL WAGE INCREASES**

12 A. In addition to the wage increase that is set out in Article 14, Section 1(A), there
13 will be two general wage increases:

- 14 1. On the start of the pay period that includes November 1, 2017: 3.00%.
- 15 2. On the start of the pay period that includes November 1, 2018, the greater
16 of:
 - 17 a. 4.00% or
 - 18 b. The total cost of living adjustment for 2016, 2017, and 2018, as
19 determined by the formula below, minus 5.00% (which is the sum of the general wage increases paid
20 in 2016 and 2017).

B. The following language will be used to determine the wage increase as set forth in paragraph A.2.b above. All cost-of-living adjustments will be based on the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). These adjustments will be based on the following formula:

$$\frac{(\text{Aug}_{y-1} + \text{Oct}_{y-1} + \text{Dec}_{y-1} + \text{Feb}_y + \text{Apr}_y + \text{June}_y)}{(\text{Aug}_{y-2} + \text{Oct}_{y-2} + \text{Dec}_{y-2} + \text{Feb}_{y-1} + \text{Apr}_{y-1} + \text{June}_{y-1}) - 1}$$

Y = Current Year

Y-1 = 1 Year Ago

Y-2 = 2 Years Ago

C. The following language will be used to determine the wage increase as set forth in paragraph A.2.b above. For the cost-of-living adjustment on the pay period that includes November 1, 2016, November 1, 2017, and November 1, 2018: the top step of each job classification shall be 95% of the number determined by the formula in Paragraph B times the base wage for such classification. Such adjustments shall never result in a wage reduction. The base wage for each classification for the cost of living adjustments, shall be the top step wage in effect October 1, each year, for that classification. Other steps in the wage progression for each classification will be recalculated according to Section 1, based on the adjusted top step.

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

E. In the event the general wage increase in paragraph A.2.b exceeds the wage increase in paragraph A.2.a, the PARTIES agree to reopen the contract for the limited purpose of negotiating changes to the contract that create a financial efficiency offset equal to the additional wages to be paid beginning November 1, 2018, per paragraph A.2.b. Any negotiated agreement under this provision shall be submitted by the UNION to its membership for a ratification vote. If the

membership fails to ratify the revised agreement, the November 1, 2018, general wage increase shall be equal to the increase set forth in paragraph A.2.a.

SECTION 3 – WORK OUTSIDE OF CLASSIFICATION

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

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

SECTION 4 – FLSA REQUIREMENTS

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

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

SECTION 5 – DEMOTION

Employees who accept a demotion into a lower paid UNION position because of poor health or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step within the new position's wage range which most closely matches the Employee's wage in his or her former wage range, but does not exceed the rate of pay received by the Employee in his/her former classification.

ARTICLE 15: FULL-TIME TRANSIT OPERATORS

SECTION 1 – DEFINITION OF EMPLOYEES

A. A "Full-Time Transit Operator (FTO)" shall mean a person employed by METRO

1 on a continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day,
2 not to exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not
3 to exceed four days per week, provided s/he has accepted all work assigned as specified in this
4 Article. For each regularly-scheduled workday or portion thereof on which an FTO does not perform
5 his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual
6 time worked, unless otherwise provided in this AGREEMENT. A "regularly scheduled workday"
7 shall mean a day on which an Employee is normally required to work.

8 **B. There will be four kinds of FTOs:**

9 1. A "Regular Operator" shall mean an FTO who picks runs as a work
10 assignment for his/her eight or ten-hour guarantee.

11 2. A "Report Operator" shall mean an FTO who picks report assignments for
12 his/her eight hour guarantee.

13 3. An "Extra Board Operator" shall mean an FTO who picks the Extra Board
14 or Report and works all assignments placed on the Extra Board for his/her eight-hour guarantee.

15 4. A "System Board Operator" shall mean an FTO who picks the System
16 Board and works all assignments placed on the System Board for his/her eight-hour guarantee.

17 **C. An FTO who desires to work on a less than full-time basis while attending school**
18 **or for compassionate reasons may, with METRO's approval, be transferred to "Group D" status,**
19 **provided s/he has completed one continuous year of service as an FTO immediately preceding**
20 **transfer to this group. Group D Operators will be subject to the following:**

21 1. A Group D Operator will be paid his/her normal hourly rate. A Group D
22 Operator may select a position on the Extra Board with restricted availability of days and times.

23 2. Group D Operators will be eligible for the benefits and conditions of regular
24 PTOs.

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

28 4. A Group D Operator, who so desires, may be assigned additional work on

his/her off days after overtime has been assigned to Regular, Report, and Extra-Board Operators.

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

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

a. Must declare his/her intention to pick a Group D Extra Board position 14 days prior to the first day of FTO pick.

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

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

d. Must meet Extra Board Operator qualification requirements.

e. Shall be assigned from surplus work by Group D seniority before any Additional Tripper List ("ATL") or overtime assignments are made.

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

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

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

SECTION 2 – FULL-TIME GUARANTEES

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

B. METRO will not reduce the number of FTOs below 1,223. In the event of a layoff, all PTOs shall be laid off prior to the layoff of any FTO, provided that for every two PTOs laid off due to a substantial reduction of funds or ridership, METRO may, at its discretion, reduce the daily guarantee of one FTO position to five hours. Any PTO who has prior status as an FTO and who

1 is laid off will go to the layoff list, not to an FTO position. FTOs will pick reduced-guarantee work
2 by seniority in the normal FTO pick process. FTOs selecting reduced-guarantee work will have two
3 consecutive RDOs and will pick an assignment with a guaranteed paid time of five hours for each of
4 their regular work days. FTOs selecting a reduced-guarantee position will be paid at the overtime
5 rate for all time worked in excess of eight hours in a day and for all time worked in excess of 40
6 straight-time hours in a workweek. If METRO lays off PTOs and exercises its ability to create 5-
7 hour FTO positions, the 5-hour FTO positions will be posted as 5 work day, 2 RDO blocks at the
8 FTO pick for all FTOs to pick, as a block, during the regular FTO pick process. If, during the course
9 of a shake-up, METRO recalls any PTOs from the layoff list or hires any additional PTOs, METRO
10 will not discontinue the 5-hour FTO blocks until the end of the shake-up. Nothing herein shall be
11 construed as giving METRO the authority to reduce any other right or benefit of affected FTOs.
12 Reinstatement of the eight-hour daily guarantee shall be in seniority order on the same one-for-two
13 basis as the reduction, when the PTO positions vacated by the layoff are filled.

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

16 D. The number of PTOs, with each DTA Operator counted as two PTOs, shall not
17 exceed 45% of the total number of Transit Operators. For purposes of calculating the percentage,
18 "total number of Transit Operators" shall mean the number of PTOs, with each DTA Operator
19 counted as two PTOs, plus the number of FTOs. As of the September 2018 Service Change, the total
20 number of FTOs will be equal to or greater than 66% of the total number of Transit Operators. As of
21 the September 2019 Service Change, the total number of FTOs will be at least 67% of the total
22 number of Transit Operators. As of the September 2018 Service Change, when calculating the
23 percentage of total number of Transit Operators, each Operator will be counted as one Transit
24 Operator, including Extra Board, Report Operators, and DTA Operators.

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

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

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

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

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

6 **SECTION 3 – GENERAL CONDITIONS**

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

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

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

21 D. An "assignment" shall mean any work or duties that the Employee is required to
22 perform.

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

26 F. If an FTO loses an RDO because of a change in schedule, s/he will be given time
27 off to compensate for such day. No FTO may have more RDOs in any pay period than s/he would
28 have received had no change of schedule been made.

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

2 **H.** At each pick, an Operator may indicate his/her preference regarding training
3 assignments. METRO will attempt to accommodate an Operator's preference when assigning
4 students; however, any Operator may be given a training assignment if necessary. Trainees shall
5 drive during all training assignments unless METRO or the instructing Operator determines that
6 safety would be jeopardized.

7 **I.** METRO shall provide a guaranteed scheduled break of at least five-minutes or 10%
8 of the scheduled trip time, whichever is greater, after each revenue trip, except when:

- 9 1. The revenue trip is less than 15 minutes long, or
10 2. The revenue trip is the last revenue trip before the coach returns to the base,
11 or
12 3. The revenue trip is live-looped or through-routed, in which case the
13 scheduled break shall not be less than 10% of the previous two trips, or
14 4. The layover has been reduced by mutual agreement of the PARTIES.

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

17 **J.** When circumstances beyond the Operator's control result in less than five minutes
18 layover in the previous two hours, the Operator shall be entitled to a guaranteed ten-minute break at
19 the next outer terminal, except on his/her last trip, provided the Operator attempts to notify the
20 Coordinator.

21 **K.** In order to provide reasonable breaks, METRO shall schedule at least one 15-
22 minute guaranteed layover in assignments over five hours in length; METRO shall schedule either an
23 additional guaranteed 15-minute layover or one guaranteed 30-minute layover in weekday
24 assignments over eight hours in length. These guaranteed layovers will not be scheduled within the
25 first or last hour of an assignment.

26 **L.** When an Operator working an assignment finds it does not provide the guaranteed
27 break time, the Operator should notify METRO of such by filing an Operator Service and Facility
28 Report. METRO will review all reports that are submitted by Operators. METRO agrees to review

1 routes or assignments identified by Operators as problematic and will address routes that have a
2 pattern of insufficient break time.

3 M. Guaranteed breaks and layovers shall be administered as follows: If an Operator
4 will miss or has missed all or part of his/her scheduled break, he/she will notify the Coordinator via
5 the Driver Display Unit (DDU) that he/she is taking a guaranteed break. Upon completion of the
6 break, the Operator will notify the Coordinator thru the DDU that he/she has returned to service. If
7 an Operator needs more than the guaranteed scheduled time to use a comfort station, he/she shall be
8 guaranteed reasonable time to do so. No Employee shall be disciplined for informing the
9 Coordinator that he/she is taking a guaranteed scheduled break in accordance with this
10 AGREEMENT.

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

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

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

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

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

20 S. Each day at each base, METRO guarantees that for every 45 FTOs normally
21 scheduled to work on that day at that base, rounded to the nearest 45, one FTO from the day off book
22 shall be excused from his/her assignment. However, the guarantee shall be a minimum of one each
23 day for any base with FTOs and for the System Board. These guarantees shall not apply in the case
24 of an extreme emergency. Priority for both guaranteed and non-guaranteed spots will be given to
25 those Operators with AC or vacation hours sufficient to cover the requested time off. For Christmas
26 Day, METRO and the UNION will jointly conduct a drawing at each base and for the System Board
27 to determine which Operators will be excused. In addition to the minimum number of guaranteed
28 System Board slots, System Board Operators will be included in the base draw for non-guaranteed

1 slots at their base of assignment.

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

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

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

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

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

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

21 **SECTION 4 – RUNS**

22 A. There shall be two types of FTO runs.

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

25 2. A run combination or “combo” will consist of two or three pieces of work
26 which are at least seven hours and eleven minutes in total work time, including platform, report and
27 travel time, and which are within a spread time of 12-1/2 hours. Combos with more than one split
28 will be paid straight-through for the lesser split. Any combo with a split of 29 minutes or less will be

1 paid straight-through and classified as a straight run. Combos which quit after 8:00 p.m. shall be paid
 2 straight-through and classified as a straight run. As of the September 2018 Service Change, combo
 3 spread time will be 13 hours, with spread pay after 10 hours.

4 B. A "day run" shall mean any run which is completed by 8:00 p.m.

5 C. A "night run" shall mean any run that is completed after 8:00 p.m.

6 D. At the discretion of METRO, "frags", meaning assignments less than seven hours
 7 and eleven minutes, including platform, report and travel time, may be posted and selected at the
 8 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
 9 apply to frags.

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

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

13 G. As of the September 2018 Service Change, Full Time combos shall not exceed 6%
 14 of all weekly assignments. The count of combos must be equal to or greater than the count of DTAs,
 15 not including split work in the PTO 4-Day Work Week duty type.

16 H. At least 70% of all Saturday runs shall be straight runs. Effective the September
 17 2018 Service Change, there shall be no combos on weekends.

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

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

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

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

26 **SECTION 5 – OPERATOR PICKS**

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

1 **B.** FTOs will have two system-wide picks, at least 22 weeks apart. An additional
2 system-wide pick will occur at a time to take effect during June. METRO will use Operators,
3 Operations administrative staff and a minimum of two First Line Supervisors at the pick. All
4 established practices and procedures for the Operator picks shall be observed through this
5 AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

6 **C.** METRO will determine the work, possible RDO combinations and the base from
7 which work will originate.

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

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

13 **F.** An FTO who has been unable to work for 30 days or more must be medically
14 released for full duty effective the first day of the shakeup to be on the pick schedule. Such Operator
15 will not be allowed to pick an assignment except by mutual agreement between the PARTIES.

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

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

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

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

27 **K.** An FTO who selects Regular or Report Operator status shall select five
28 consecutive workday assignments. Each FTO's selections must be all runs or all reports and must be

1 exclusively day assignments or exclusively night assignments. If an FTO selects runs, there must be
2 at least eight hours off between assignments on consecutive days. If an FTO selects reports, there
3 must be at least eight hours off between assignments on consecutive workdays in addition to the
4 spread time. No FTO will be forced to pick an assignment of runs or reports which would result in
5 less than 10-1/2 hours off between consecutive workday assignments, or less than 56 hours off on
6 his/her two consecutive RDOs.

7 L. An FTO picking the System Board will select a position on the Day Board at each
8 of the operating bases, except that the FTO may select one suburban area (North, East/Bellevue, or
9 South) for which the FTO does not have to select a board position; the number of exemptions for
10 each region will be limited to no more than one-half of the total number of System Board Operators.
11 System Board Operators will select an RDO combination which will be the same for every base at
12 which they work. System Board Operators will indicate their assignment priority for each base. The
13 maximum number of System Board positions posted will be 40. In no case will METRO assign more
14 than 20 System Board Operators to any operating base per pay period, with one exception, that being
15 Atlantic Base during the first three pay periods of each payroll year.

16 M. An Operator shall report to the pick room at least 20 minutes before his/her pick
17 time, receive instructions and use this time to examine available work assignments. No Operator
18 shall be compensated for time spent in the selection process, unless it is during his/her regular work
19 hours.

20 N. UNION representatives shall be present during picks.

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

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

28 Q. Group D Operator vacations will be selected at the FTO pick.

1 R. Each FTO must pick a Regular, Report, Extra Board or System Board assignment
2 which is compatible with any existing medical restrictions s/he has on file with METRO. Failure to
3 do so will result in forfeiture of the FTO's daily or assignment guarantee for each day on which the
4 FTO has picked an incompatible assignment, unless no work is available within the FTO's
5 restriction.

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

11 **SECTION 6 – MOVE-UPS**

12 A. If regular or report assignments become vacant, less senior FTOs at the base may
13 request a move-up.

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

17 2. An Extra Board Operator who moves up to a report assignment will remain
18 on his/her picked board position.

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

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

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

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

28 F. Move-ups will be conducted by shop stewards at the affected base at the direction

1 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
2 grievance/arbitration procedure.

3 **SECTION 7 – SELECTING VACATIONS**

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

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

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

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

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

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

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

23 H. With METRO approval, an Operator may use his/her accumulated carry-over
24 vacation, which s/he has not picked, in single-day increments.

25 **SECTION 8 – EXTRA BOARD**

26 A. Each base shall have a Day Extra Board (Day Board) to fill open assignments, any
27 special work, and overtime assignments according to the overtime assignment process. Bases having
28 night work shall also have a Night Extra Board (Night Board) for the same purposes. Day and Night

1 Boards shall be open for selection at pick by all FTOs by seniority. FTOs may select any available
2 position on either Extra Board.

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

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

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

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

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

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

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

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

or earlier.

b. Category B shall include:

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

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

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

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

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

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

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

- a. A run will be assigned before a report.
- b. An assignment with more pay will be assigned before an assignment with less pay.
- c. If two assignments pay the same, the assignment with the lesser

1 amount of work including report time and travel time will be assigned first.

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

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

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

17 8. All weekday pieces of work open before the Extra Board's 10:00 a.m.
18 cutoff will be assigned to Full-Time Extra and System Board Operators, who are qualified and
19 available, as a regular assignment. Any remaining work will be assigned according to the overtime
20 assignment sequence in Article 15.10.E.

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

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

1 last assignment available in the assignment sequence, then the next latest quit assignment for which
2 that Operator qualifies shall become his/her assignment for the day and the remaining Operators shall
3 be assigned in the normal sequence. This process may be repeated until the last available Operator is
4 qualified on the last available assignment.

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

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

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

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

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

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

27 e. Extra Board overtime policies remain unchanged.

28 f. An Extra Board Operator picking a vacation assignment must work

1 the entire vacation assignment, not including any picked RDO overtime, except as provided in
2 Subparagraph d.

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

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

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

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

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

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

25 2. Work assigned to volunteer Inter-base Transfer Operators will be in the
26 following sequence: Combos; then early quit relief runs with a quit time from 8:01 p.m. to 9:59 p.m.;
27 and then late day runs with quit time from 6:01 p.m. to 8:00 p.m.

28 3. An inter-base transfer assignment will not adversely affect the quit time

1 sequence of the Extra Board for the following day.

2 4. An Inter-base Transfer Operator may qualify on any major route at the
3 base(s) s/he has volunteered for and will be paid at the applicable rate.

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

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

8 **SECTION 9 – REPORT OPERATORS**

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

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

11 C. An FTO picking reports must be qualified on 75% of all routes from his/her picked
12 base by the first day of the shake-up. S/he must be qualified on all routes and foreign routes from
13 that base, except for Center Park, 30 days after the effective date of the shake-up. No Report
14 Operator will be required to qualify on routes not regularly assigned to his/her picked operating base.

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

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

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

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

28 H. Except as otherwise provided in this AGREEMENT, all time served on report

1 shall be paid. Any Operator required to report shall receive a minimum of two and one-half hours
2 pay. However, an Operator serving on report shall be considered on report, regardless of assignment,
3 until released. Two and one-half hours shall be paid when released from report and assigned work
4 starting more than two and one-half hours after reporting. At the completion of an assignment, an
5 Operator may be released or assigned to further duties. If report time and tripper time are
6 consecutive, report time will be used to make up the tripper guarantee. Report time will stop at the
7 beginning of pay time.

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

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

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

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

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

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

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

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

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

15 R. METRO shall determine which report positions at the applicable base shall be
16 required to qualify on Center Park and will post this information in the pick room. An Operator who
17 picks such a position and fails to qualify on this service will remain on his/her picked report for the
18 shake-up, but will be required to qualify on such service before again picking such a report. If an
19 Operator fails to qualify on this service, s/he will be given an additional opportunity to qualify prior
20 to the next FTO pick.

21 **SECTION 10 – OVERTIME**

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

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

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

3 C. Any FTO who works two separate and complete runs on the same day will be paid
4 the 8-hour run guarantee or actual time for each run, whichever is greater.

5 D. All runs shall be assigned and every available Operator shall have work before any
6 overtime assignment is made.

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

- 10 1. Extra Board Operators on regular workday.
- 11 2. Extra Board Operators and Report Operators on an RDO.
- 12 3. Regular Operators on regular workday.
- 13 4. Regular Operators on an RDO.
- 14 5. Part Time Additional Tripper List
- 15 6. Extra Board Operators on regular workday and Report Operators who have
16 reverted to their positions on the Extra Board, forced in inverse order of seniority.

17 F. No FTO shall be required to work on his/her RDO. No Regular Operator shall be
18 assigned overtime work unless s/he volunteers for such work.

19 G. Any FTO volunteering for overtime shall be required to work the overtime
20 assigned.

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

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

28 J. Any FTO, having completed a scheduled run of less than eight hours, who is used

1 for any purpose whatsoever, not in connection with his/her completed run, shall be paid his/her eight
2 hours and shall be paid at the overtime rate for all additional time worked. This shall apply also to
3 time worked due to failure of a road relief or to additional work assigned by a Supervisor. Such time
4 will not reduce the spread pay of the run.

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

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

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

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

17 4. An FTO who has picked an overtime tripper will be assigned that tripper on
18 the day(s) picked unless excused. For a Sunday-schedule holiday, a Regular Operator with a Sunday
19 RDO who has picked a Sunday overtime tripper may elect to work that tripper, at the appropriate rate
20 of pay, by notifying the Base Dispatcher/Planner in writing no later than 10:00 a.m. seven days prior to
21 the assignment.

22 5. An FTO may pick overtime trippers only at the base s/he picked.

23 L. METRO will maintain a minimum percentage of FTO overtime of at least 10.5%,
24 as measured on an annual basis. The annual percentage will be calculated by dividing total regular
25 overtime hours worked by total regular hours worked and reported to the UNION at the end of each
26 payroll year. Should METRO fail to maintain the specified percentage, the PARTIES will meet to
27 discuss an immediate remedy. Should the PARTIES fail to agree on a remedy, METRO will,
28 beginning with the Summer shake-up, reinstate the language in Articles 16.4.F.3 and 15.8.F.8 of the

labor agreement which expired on October 31, 2010.

SECTION 11 – SPECIAL ALLOWANCES

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

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

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

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

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

2. Incident reports involving Operator assaults – 20 minutes.

3. Bus Vandalism reports – 5 minutes.

4. Found tags – 5 minutes.

5. Operator Request slips – 5 minutes.

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

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

D. An FTO who is not on report shall be paid a minimum of one hour straight-time pay for a coach change, if dispatched from an operations base.

E. One hour straight-time pay shall be paid to an FTO for each day spent instructing a student.

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

G. The minimum time paid, including report and travel time, for regularly scheduled

1 trippers, extras and specials assigned to FTOs shall be the equivalent of two and one-half hours
2 straight-time pay (one hour forty minutes overtime pay).

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

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

10 J. Road relief travel time shall be paid at the applicable rate based upon the maximum
11 time required for travel from the base to a relief point during the applicable period of the day as
12 determined by a mutually agreed method.

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

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

19 M. System Board Operators will receive 7% per hour premium pay for all hours
20 worked.

21 **SECTION 12 – QUALIFICATION**

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

1 recent major change and the three most recent minor changes on each route will be identified by date
2 in *The Book*. Pay for qualifying will be at the applicable rate. If the UNION disagrees with the
3 amount of qualification time, the PARTIES shall meet to resolve the issue.

4 **B.** An Extra Board Operator must be qualified on six major routes by the effective
5 date of shake-up and on all major routes at his/her picked base within 30 days after the effective date
6 of the shake-up. A System Board Operator must be qualified on three major routes, determined by
7 METRO, at each picked base by the effective date of shake-up and on all other major routes, within
8 60 days after the effective date of the shake-up. A "major route" shall mean a route or route group
9 which has at least 40 hours per weekday of scheduled platform time at a specific base. After being
10 given seven-days' notice, an Operator not qualified on routes, as required in this AGREEMENT, may
11 lose his/her daily guarantee and may not be permitted to work until s/he complies with the
12 qualification requirements specified in this AGREEMENT. If a base does not have six major routes,
13 then any Extra Board Operator at that base must qualify on at least six routes, including all major
14 routes by the effective date of the shake-up. If the base does not have six routes s/he must qualify on
15 all routes at the base.

16 **C.** An Extra or System Board Operator also may qualify on and will be paid for any
17 minor routes scheduled out of his/her picked base(s). In addition, METRO may assign Operators to
18 qualify on minor routes. A "minor route" shall mean a route or route group which has fewer than 40
19 hours per weekday of scheduled platform time at a specific base.

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

28 **E.** The date an Operator qualifies on a route shall be recorded and shall be updated for

1 any shake-up in which that Operator has driven that route. An Operator may request disqualification,
2 with a two-day notice, on any route s/he has not driven in the previous five years or on any route
3 which has undergone three minor changes since s/he last drove it. All Operators will be disqualified
4 when a route undergoes a major change.

5 **F.** At the discretion of the Base Dispatcher/Planner, an Extra Board or System Board
6 Operator may be assigned to qualify in addition to a straight run.

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

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

13 **I.** A System Board Operator may be assigned to qualify as part of his/her daily
14 guarantee.

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

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

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

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

28 **N.** An FTO who fails to qualify on his/her picked assignment or equipment will be

1 placed on an assignment or Extra Board position mutually agreed by the PARTIES, to be consistent
2 with his/her seniority, until the next shakeup.

3 O. System Board Operators will be required to qualify on the tunnel and all
4 equipment designated by METRO.

5 **SECTION 13 – UNIFORMS**

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

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

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

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

20 E. Operators are required to be in uniform while on duty. When uniform garments
21 are not available, an out of uniform slip will be given to the Operator by the Supervisor before the
22 Operator goes on duty. Uniform items with insignia shall be worn only to and from work and while
23 on duty. UNION garments and other items with ATU insignia approved by METRO shall be
24 considered acceptable uniform attire.

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

27 G. All uniform items will be union made, unless mutually agreed between the
28 PARTIES.

ARTICLE 16: PART-TIME TRANSIT OPERATORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A “Part-Time Transit Operator (PTO)” shall mean a person employed by METRO on a continuing basis, whose regularly scheduled assignment is a tripper, which is guaranteed a minimum of two hours and thirty minutes straight-time pay, or a DTA, which is guaranteed a minimum of four hours and forty minutes straight-time pay.

SECTION 2 – SPECIAL CONDITIONS

A. METRO shall offer all new FTO positions to PTOs, provided there are sufficient PTOs who are interested in FTO status. Any PTO can apply for FTO positions when the recruitment is posted by METRO. METRO will consult with the UNION about the timing of recruitments and durations of promotion lists. Seniority shall determine the order of selection from a promotion list. PTOs with less than one year of service will be evaluated on a pro-rated probationary standard.

B. METRO reserves the right to rehire former METRO FTOs to vacant FTO positions independent of the formal FTO recruitment process, subject to the limitations set forth in Article 7 Section 1 of this AGREEMENT.

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

D. METRO will determine the standards to be met by FTO trainees. An Operator who fails to meet such standards will be returned to the PTO position.

E. An Operator who retires and is rehired as a PTO within one year of his/her retirement will not be required to serve a probationary period. However, any retired Operator not meeting rehire standards may, at METRO’s discretion, be rehired and required to serve a probationary period.

SECTION 3 – GENERAL CONDITIONS

A. The provisions of Article 15, Section 3, Paragraphs A, B, C, D, G, H, I, J, K, L, M, N, O, P, Q, R, T, U, and V shall also apply to PTOs.

B. Each day at each base, METRO guarantees that for every 55 PTOs normally

1 scheduled to work, rounded to the nearest 55, one PTO shall be excused from his/her assignment.
2 However, the guarantee shall be at least two each day for any base with PTOs. These guarantees
3 shall not apply in cases of extreme emergency. For Christmas Day, METRO and the UNION will
4 jointly conduct a drawing at each base to determine which Operators will be excused. A PTO
5 granted time off via the day off book may request payment from his/her available vacation balance.

6 **SECTION 4 – WORK ASSIGNMENTS**

7 A. A new PTO will be given a specific assignment by METRO until the next shake-
8 up.

9 B. No PTO will be allowed to work on Saturday or Sunday except as set forth in
10 paragraphs C.4 and E of this Section. A PTO will work on a holiday only when his/her picked work
11 is scheduled to be in service. On Sunday-schedule holidays, a PTO will be limited to working his/her
12 picked work only. Each PTO must be scheduled off work by 8:30 p.m. except as set forth in
13 paragraph E of this Section and will not be allowed to work an assignment that starts prior to 3:45
14 a.m. PTOs may work outside the hours and days specified in this Paragraph only for non-driving
15 work assignments such as assigned training and route qualification or as provided in Paragraph C.3 or
16 C.4.

17 C. PTOs shall not work runs, portions of runs, reports, specials, standbys, or extras
18 except as otherwise provided in this section.

19 1. To avoid a cancellation of service, a PTO's assignment may be, with the
20 PTO's consent, traded with an assignment on the dispatching call record which has been left vacant
21 by a PTO, provided the sign-in time of such assignment is within 60 minutes of the sign-in time of
22 the PTO's scheduled assignment for that day. Such Operator will be paid for time worked or his/her
23 scheduled assignment, whichever is greater.

24 2. On the day of service, with METRO's approval, two PTOs may trade
25 assignments. Such PTOs will be paid for actual time worked, or minimum assignment guarantee.
26 Each such PTO will be limited to one trade per pay period.

27 3. A.M weekday trippers, specials, standbys or extras on the dispatching call
28 record remaining open as of 6:00 p.m. the day prior to service may be offered to qualified PTO's, if

there are no qualified FTO's available to work the assignment. P.M. weekday trippers, specials, standbys or extras on the dispatching call record remaining open within 90 minutes of the sign in time of the assignment may be offered to qualified PTOs, if there are no qualified FTOs available to work the assignment. METRO will maintain a list, at each base, of FTOs available to work open assignments on the dispatching call record. METRO will make reasonable efforts to exhaust the list before assigning available work to PTOs.

4. If surplus weekend specials and/or extras remain after all FTO regular and overtime sequences identified in Article 15.8 and 15.10.E have been completed, they may be offered to qualified PTO's as of 6:00 p.m. the day prior to service. METRO will make reasonable efforts to assign available work to FTOs before assigning work to PTOs.

D. METRO may combine a.m. and p.m. trippers to make one "dual tripper assignment (DTA)". These assignments may be made available at each pick to PTOs for selection by seniority, subject to the following conditions:

1. DTAs must:

a. Not exceed six hours and forty minutes in total pay time including report and travel time except as set forth in Paragraph E.1.d of this Section.

b. Contain no more than one split.

c. Be within a spread time of 13 hours.

2. A PTO who picks a DTA will be guaranteed a minimum of four hours and forty minutes straight-time pay for each set of a.m. and p.m. trippers worked.

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

4. No layoffs or reductions in hours will occur as a result of this Paragraph. The conditions of this Paragraph will not be construed as full utilization of PTOs.

E. As of the September 2018 Service Change, PTO's must pick exclusively from either 5-Day Work OR 4-Day Work OR Tripper Work. The work is defined as:

1. Five (5) Day Work Week

a. An a la carte pick, including straight through work (includes

weekday and weekend) and DTA's.

b. DTA's are only scheduled on weekdays. There shall be no weekend DTA's.

c. Work will be capped at 7 hours 10 minutes.

d. Spread pay starts at 12.5 hours.

e. Work must be scheduled off by 9:30 pm.

f. Part-Time 5-Day Work Week assignments will be a mix of DTA's and/or weekday and weekend straight pieces that are guaranteed minimum 6 hours to 7 hours 10 minutes maximum in length.

g. Each Operator will have two consecutive RDO's.

2. Four (4) Day Work Week

a. A Rostered Pick for a minimum 22 hour weekly guarantee, capped at 32 hours per week.

b. Weekday work is split, with a maximum 13 hour spread, 12.5 hour spread pay and is guaranteed a minimum of 6 hours and a maximum of 7 hours 29 minutes in length. This weekly guarantee is satisfied by the daily guarantees of this duty type.

c. Weekend work is straight through, guaranteed at 4 hours minimum.

d. Work must be scheduled off by 9:30 pm.

e. This work will have one or both weekend days off. RDO sequences will be one of 3 options: Sun/Mon/Tue, Thu/Fri/Sat, or Sat/Sun/Wed.

3. Tripper Work

a. Work is rostered.

b. This work shall have a 2 hour 30 minute guarantee, working weekdays Monday-Friday only. Work shall be straight through work only.

c. Tripper work starts no earlier than 3:45 am and ends no later than 8:30 pm.

F. Part Time Operator assignments are subject to the following caps: METRO will create no fewer than 220 PTO assignments which pay at least 4 hours. As of September 2018 Service

1 Change, the following additional caps shall apply:

2 1. 5-Day Work Week PTO's shall not exceed 12% of all weekly assignments,
3 of which DTAs will comprise no more than 6%.

4 2. 4-Day Work Week PTO's shall not exceed 5% of all weekly assignments

5 3. Part Time Trippers under 4 hours in length shall not exceed 25% of all
6 weekly assignments

7 4. PTO Operators as a percentage of Total Operators is set forth in Article
8 15.2.D.

9 5. Percentages listed are based on 2016 projections. The PARTIES agree to a
10 reopener if necessary to address changed circumstances impacting projected percentages.

11 G. A PTO may request to be added to, or removed from, the Additional Tripper List
12 (ATL) at each pick or prior to 10:00 a.m. on Friday to be effective on Monday. Once on the ATL,
13 the PTO shall be available to work during the times s/he has listed and on any routes on which s/he is
14 qualified at the time of the assignment subject to the following conditions:

15 1. Assignment of work to the ATL will be in accordance with the provisions
16 of Article 15, Section 10, Paragraph E.

17 2. Each PTO's assignment shall be within a 13-hour spread, unless s/he
18 requests a shorter or longer spread. No PTO's assignment shall exceed a 16-hour spread.

19 3. PTOs shall be assigned additional trippers by seniority. A PTO may work
20 additional trippers only at the base s/he picks and shall receive no more than one ATL assignment per
21 day.

22 4. A PTO may be assigned to work halves of combos, specials and shake-up
23 reliefs after the work has been assigned to available FTOs in accordance with Article 15, Section 10,
24 Paragraph E. Such work will be assigned first to Full-Time Extra Board Operators, then via the FTO
25 overtime assignment sequence. Any remaining unassigned work may be assigned to the ATL.

26 5. If work is assigned out of normal rotation, the PTO who should have
27 received the assignment will receive pay equal to the difference in the amount of pay s/he would have
28 received had s/he worked the appropriate tripper, or pay for the assignment actually worked,

1 whichever is greater.

2 H. When a PTO's assignment has been modified temporarily due to a custom bus or
3 school change such that the custom bus or school trip(s) is no longer contiguous with the rest of the
4 assignment, such PTO will have the option of working the modified assignment or working his/her
5 reduced regular assignment.

6 I. If the start time and/or quit time of any assignment picked by a PTO is changed for
7 the remainder of the shake-up or the assignment is cancelled for the remainder of the shake-up, the
8 pay of the picked assignment will be guaranteed for the remainder of the shake-up. This guarantee
9 shall be cancelled if the PTO refuses an alternate assignment offered by METRO. If, due to a
10 verified personal hours restriction, a PTO cannot accept an alternate assignment offered by METRO
11 the guarantee shall remain intact.

12 **SECTION 5 – OPERATOR PICKS**

13 A. In conjunction with the FTO picks, PTOs will have two system-wide picks, at least
14 22 weeks apart. An additional system-wide pick will occur at this time to take effect during June.
15 METRO shall administer the Part-Time pick. METRO will use Operators, Operations administrative
16 staff and a minimum of two First Line Supervisors for the pick. All established practices and
17 procedures for the Operator picks shall be observed through this AGREEMENT. Work assignments
18 will be selected at the pick for the following shake-up period.

19 B. PTOs may request to work only in the a.m. or p.m. for school, employment, self-
20 employment, family care or medical reasons. The UNION will determine the validity of the
21 restriction request, and their determination is not subject to the Grievance/Arbitration procedure. The
22 restriction shall remain in effect for the entire shake up and the PTO shall not be eligible for the ATL.
23 However, a PTO who selects an available assignment in a move up will be eligible to work the ATL.
24 Before the last assignment which fits a PTO's a.m./p.m. restriction is picked, the PTO will be placed
25 on that assignment, regardless of seniority.

26 C. A PTO who wishes to select a work assignment may report to the pick 20 minutes
27 before his/her pick time, receive instructions, and use this time to examine available work
28 assignments. A PTO shall not be compensated for time spent in the selection process, unless it is

1 during his/her regular work hours.

2 **D.** A UNION representative shall be present during picks.

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

7 **F.** Each PTO must pick an assignment which is compatible with any existing medical
8 restrictions s/he has on file with METRO.

9 **G.** A PTO who returns to duty without a picked assignment will be placed on an
10 assignment mutually agreeable to the PARTIES.

11 ***SECTION 6 – MOVE-UPS***

12 **A.** Once per shake-up, the UNION will organize and conduct a PTO move-up at each
13 base. Additional move-ups may be conducted by mutual agreement.

14 **B.** All PTOs at the base will be eligible to participate in the move-up. Selection of
15 vacant work will be by seniority. The UNION will schedule the pick times.

16 **C.** A PTO may not select work out of another base, except as mutually agreed by the
17 PARTIES.

18 **D.** An assignment selected at a move-up via absentee pick will not be subject to the
19 grievance/arbitration procedure.

20 **E.** Available work, as determined by METRO, will be posted at least five days prior
21 to the move-up. No changes to the work will be made within the five days prior to the move-up date,
22 unless mutually agreed by the PARTIES.

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

24 **A.** PTOs shall be subject to the vacation rights and responsibilities outlined in
25 Article 9. Each PTO who has completed twelve months of service shall be guaranteed an annual
26 leave of absence of up to five days. Any PTO who has previously retired from METRO will be
27 eligible to pick an annual leave of absence of up to ten days.

28 **B.** A PTO who has accrued vacation hours in the payroll year may select five-day

(Monday – Friday) blocks of vacation at pick. Starting with the September 2018 Service Change, picked vacation blocks shall begin and end with the PTO's RDO's. Vacation selections shall be for only one shake-up at a time. A request for a five-day block of vacation/leave submitted between picks must be submitted at least 14 days prior to the starting date.

C. A PTO granted time off via the day off book or approved single-day compassionate leave may request payment from his/her available vacation balance.

D. The minimum number of vacation days that a PTO may take will depend on the 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

1. For each day of vacation taken, the amount of vacation time paid will equal the length of the PTO's regular assignment for that day, provided there are sufficient hours in the PTO's vacation balance to cover the vacation.

2. If a PTO's vacation accrual is not sufficient to cover the minimum number of days, the PTO may elect to take fewer vacation weeks, or take the minimum days of vacation, being paid the full amount of his/her available vacation balance and taking the remaining time as approved unpaid leave.

E. Vacation will be paid at the PTO's current rate at the time vacation is taken. It is the PTO's responsibility to bring discrepancies in accruals to the attention of a base chief.

F. If a PTO has unused vacation at the end of the payroll year, the PTO may elect to cash out part or all of the unused hours. If the PTO elects to cash out less than the full number of unused hours, the number of hours cashed out must be in one-hour increments. All hours in excess of

1 the allowable maximum hours in Article 9.1.F column 6 will be cashed out.

2 **G.** Separate blocks of a.m. and p.m. vacation periods will be available for pick at each
3 base. The number of periods available will be no less than 10% of the number of opposite (a.m. or
4 p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m.
5 and two p.m. vacation blocks shall be made available at each base. When a PTO whose assignment
6 is a DTA picks vacation, s/he uses both an a.m. and a p.m. guaranteed period.

7 **H.** Vacation/leave trippers will be posted for pick twelve days prior to the start date.
8 PTOs will be assigned to vacation/leave work by a rotating seniority bid system. Bids for
9 vacation/leave work must be submitted at least seven days prior to the vacation/leave start date. The
10 most senior PTO applying for the vacation relief, who has driven the least number of vacation reliefs
11 for the current shake-up, will be assigned. It is the responsibility of the picking PTO to be qualified
12 on any tripper assigned. Once a relief PTO is assigned, a vacation/leave may not be changed or
13 cancelled. In instances where two or more periods of vacation/leave are taken consecutively, each
14 week will be assigned separately.

15 **I.** When no PTO is available and assigned to guaranteed vacation work at least five
16 days prior to the first day of the vacation, the work will be assigned according to the normal
17 assignment sequence as specified in Article 15, Section 10, Paragraph E. When no PTO is available
18 and assigned to non-guaranteed vacation or annual leave work at least five days prior to the first day
19 of the leave, the vacation/leave may be postponed by METRO until such time as a PTO is available.

20 **J.** When a PTO's picked tripper does not operate for a week, s/he may pick one
21 vacation relief tripper as part of the normal rotating seniority bid system. When one or both picked
22 trippers of a PTO's DTA does not operate for a week, s/he may pick one vacation relief tripper as
23 part of the normal rotating seniority bid system.

24 **SECTION 8 – OVERTIME**

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

28 **B.** All time worked in excess of 40 straight-time hours in a workweek shall be paid at

1 the overtime rate.

2 **SECTION 9 – SPECIAL ALLOWANCES**

3 A. The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also
4 apply to PTOs.

5 B. Thirty minutes straight-time pay shall be paid to PTOs for each day spent
6 instructing a student.

7 **SECTION 10 – QUALIFICATION**

8 A. The provisions of Article 15, Section 12, Paragraphs A, D, E, J and L, shall also
9 apply to PTOs.

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

15 C. A PTO required by METRO to change trippers will be paid to qualify at the
16 applicable rate. A PTO qualifying on his/her picked work on an assigned vacation/annual leave relief
17 assignment will be paid at the applicable rate. METRO will determine the qualification
18 requirements.

19 D. PTOs will be paid at the applicable rate to qualify in order to work the ATL
20 subject to the following:

21 1. A PTO will be paid to qualify only on routes that can be assigned within
22 his/her ATL availability.

23 2. A PTO must be available for such routes on the ATL three or more days per
24 week in order to receive qualification pay.

25 3. A PTO will be paid only for qualifying on a route if s/he is qualified on the
26 equipment/facility necessary to operate that route.

27 E. A PTO who fails to qualify on his/her picked assignment or equipment will be
28 placed on an assignment mutually agreed by the PARTIES, to be consistent with his/her seniority,

1 until the next shake-up.

2 **SECTION 11 – UNIFORMS**

3 PTOs shall receive the same uniform allowance and be subject to the same conditions as
4 FTOs as described in Article 15, Section 13.

5 **SECTION 12 – VASHON ISLAND SERVICE**

6 A. “Vashon Operators” consist of the PTO who was hired to operate Vashon Island
7 service prior to January 1, 1990, and those PTOs who pick Vashon Island assignments.

8 1. The PTO hired prior to January 1, 1990, to operate Vashon assignments is
9 grandfathered onto Vashon assignments and will not be bumped from Vashon assignments due to his
10 seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will forfeit
11 all rights to grandfathered status.

12 2. Each Vashon Operator must maintain a residence on Vashon Island.
13 Failure to do so will result in removal from a Vashon assignment. A Vashon Operator shall inform
14 METRO as soon as s/he knows s/he will be moving off Vashon Island.

15 3. A Vashon Operator must be available and qualified to work any Vashon
16 assignment unless s/he is on an authorized absence from work.

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

18 5. Restrictions in this AGREEMENT on spread, start and quit times, vacation
19 relief and ATL limits do not apply to Vashon work assignments.

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

22 7. Vashon Operators and their vacation requests will not count as part of the
23 Section 7, Paragraph G, base vacation minimum guarantee.

24 8. Vashon Operators will be allowed to call by phone to have their name
25 placed in the day off book and/or personal holiday book.

26 B. To be eligible to pick a Vashon assignment, a PTO must not have had more than
27 one unexcused absence or two misses of any kind (including unexcused absences) during the
28 previous twelve months. METRO will inform the PTO and the UNION if a current Vashon Operator

1 becomes ineligible.

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

5 D. Operators who live on Vashon Island may sign up for the Vashon ATL. All ATL
6 assignments will be offered first to Vashon Operators, by rotation, and then to PTOs on the Vashon
7 ATL, by rotation.

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

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

15 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

16 ***SECTION 1 – DEFINITION OF EMPLOYEES***

17 “Vehicle Maintenance Employees” shall mean all Employees in the following job
18 classifications:

- 19 • Assistant Utility Service Worker
- 20 • Electronic Technician
- 21 • Equipment Dispatcher
- 22 • Equipment Painter
- 23 • Equipment Service Worker – Stores Driver
- 24 • Equipment Service Worker
- 25 • Lead Electronic Technician
- 26 • Lead Equipment Painter
- 27 • Lead Equipment Service Worker
- 28 • Lead Maintenance Machinist

- Lead Mechanic
- Lead Sheet Metal Worker
- Lead Transit Parts Specialist
- Lead Purchasing Specialist
- Lead Vehicle Upholsterer
- Maintenance Machinist
- Mechanic
- Mechanic Apprentice
- Metal Constructor
- Paint Preparation Technician
- Purchasing Specialist
- Purchasing Specialist-NRV
- Senior Stores Clerk
- Sheet Metal Worker
- Transit Parts Specialist
- Utility Service Worker
- Vehicle Damage Estimator
- VM Technical Information Process Specialist III
- VM Technical Information Process Specialist III - Stores
- Vehicle Upholsterer

SECTION 2 – GENERAL CONDITIONS

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

B. Prior to installing electronic time clocks in the Vehicle Maintenance workplace, METRO will notify the UNION and discharge any bargaining obligation that is mandated by law.

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

1 **D.** A Utility Service Worker (USW) who agrees to drive a vehicle in the performance
2 of his/her fundamental duties, who acquires a Washington state Class B CDL, and who successfully
3 completes METRO's driver training, will have an additional \$1.00 per hour added to his/her base
4 USW wage rate for all hours worked. Such Employee also will be subject to METRO's Accident
5 Point System and federally mandated random drug/alcohol tests. A USW who is earning a \$.70
6 premium as of November 1, 2004, and who fails to get a CDL will continue to be paid the \$.70
7 premium as long as s/he continues in that classification. A USW who fails to maintain his/her CDL
8 shall lose his/her premium pay.

9 **E.** METRO will endeavor to schedule changes to chief and Lead work assignments to
10 coincide with the pick posting. If there is chief or Lead personnel movement that does not coincide
11 with the pick posting, the PARTIES will meet to discuss the need for a shake-up or move-up.

12 **F.** In addition to the conditions listed in Article 6, Section 3, METRO shall post all
13 opportunities for Vehicle Maintenance detail/special projects, In-Plant Bus Inspectors and any long-
14 term upgrade opportunities for a minimum of ten days and provide the UNION with copies of all
15 postings. If more than one person is needed for the special assignment, those wishing to apply who
16 meet all qualifications of METRO will be placed in a pool, in seniority order, and be rotated through
17 the position. The posting obligation shall be triggered when the facts and circumstances indicate that
18 a vacancy will be filled for 60 days or longer by detail or temporary appointment. In the interim,
19 METRO may fill the work consistent with this AGREEMENT, until the Employee is selected from
20 the posting process.

21 **G.** Aside from repairs covered by warranty or recall of Non-Revenue Vehicles (NRV)
22 and equipment, METRO will make every reasonable effort to have Revenue Vehicles (RV) and Non-
23 Revenue Vehicles (NRV) and equipment, repaired by Vehicle Maintenance Employees. METRO's
24 reasonable efforts shall be in accordance with the following procedure:

25 1. METRO shall first seek journey-level Employees to repair the RV, NRV
26 and/or equipment at the base it is maintained at.

27 2. If the Base Leadership Team (Superintendent and/or Chief and the Lead at
28 the base the RV, NRV and/or equipment is normally maintained at) is unable to find journey-level

1 Employees at the Base where the RV, NRV and/or equipment is normally maintained at to make the
 2 repair in a timely and cost-effective manner, the Base Leadership Team will inquire if the Component
 3 Supply Center (CSC) or journey-level Employees at other bases can make the repair in a timely and
 4 cost-effective manner.

5 3. If the Base Leadership Team determines that no journey-level Employee is
 6 able to make the repair in a timely and cost-effective manner at any base or CSC, Base Management
 7 shall meet with the UNION's Vehicle Maintenance Vice President to discuss the reasonable efforts
 8 made to complete the repair in-house prior to entering into any subcontracting arrangement or
 9 contracting the Vendor.

10 4. If the UNION's Vehicle Maintenance Vice President is not available to
 11 meet, METRO shall meet with the UNION's President, and if the President is not available, METRO
 12 shall meet the UNION's Vice President. At that time, a mutual determination will be made between
 13 METRO and the UNION as how best to proceed.

14 H. No Employee acting as or upgraded to chief shall issue discipline to other
 15 Employees or perform formal evaluations.

16 **SECTION 3 – WORK ASSIGNMENTS**

17 A. The workweek shall consist of five consecutive days, except when an Employee's
 18 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
 19 regular workday. Day shift and swing shift will be completed within a continuous eight and one-half
 20 hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest
 21 breaks. Graveyard shift will be completed within a continuous eight hour period, and will include a
 22 paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the "straight
 23 through" graveyard shift, there is an expectation that quantity of work will not decrease partly
 24 because the overlap/turnover time at the ends of the graveyard shift will be shortened. Employees
 25 who pick a regular schedule consisting of an alternative workweek will be governed by the provisions
 26 in Article 13.

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

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

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

4 E. Should it become necessary to alter a shift anytime during a shake-up and such
5 alteration imposes a serious hardship on an Employee, or should an Employee have a serious
6 hardship or request for accommodation, which requires an alteration in the start or quit times of a
7 shift, such Employee may request that METRO consider their request. METRO will then contact the
8 UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual
9 consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated
10 by mutual agreement of the Employee and his/her Base Management team (Superintendent/Chief).

11 F. For holiday work assignments, METRO will determine the staffing needs for each
12 shift. When METRO has determined which classifications will be required to work, Employees in
13 those classifications will be offered the holiday assignment in seniority order, first to Employees that
14 are scheduled to work that day as part of their regular work assignment. If after offering the holiday
15 assignment, by seniority, to Employees who are regularly scheduled to work that day and there are
16 more assignments available, it will then be offered to Employees on their RDO until assignments are
17 filled. Should no Employee accept the holiday assignment, Employees from other shifts within the
18 base will be offered the work before assignments are made by inverse seniority to Employees that are
19 scheduled to work that day as part of their regular work assignment. Except in the classification of
20 Transit Parts Specialist (TPS), holiday assignments shall be offered by seniority within the base.

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

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

23 1. If a vacancy/assignment occurs, METRO may fill the vacancy/assignment
24 by offering the assignment in seniority order to a volunteer at the base from a different shift, then to a
25 volunteer from another base. METRO will post a volunteer sign-up list at the beginning of each
26 shake-up to be used for the assignment of volunteers.

27 2. If no volunteer is available, METRO will assign the work to a rover in
28 accordance with the language in this Section.

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

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

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

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

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

16 F. METRO will provide a minimum of 48 hours advance notice prior to any change
17 in assignment for any rover.

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

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

23 **SECTION 5 – LEAD EMPLOYEES**

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

28 B. Lead Employees shall be selected on the basis of ability, training, education,

1 experience, and job performance as determined by appropriate testing procedures and/or evaluations
2 which will be developed with input from the Leads and the UNION. Among Employees determined
3 to be equally qualified by METRO, seniority shall be the deciding factor.

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

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

14 E. No Lead Employee will discipline (as defined in Article 4, Section 2, Paragraph A)
15 other Employees or perform formal Employee evaluations.

16 F. For overtime and holiday work assignments: When performing the regular work of
17 the classification that s/he is leading, the Lead of that specific classification will be offered the
18 assignment only after all the other Employees in that classification (by base, by shift, by seniority)
19 have been asked first.

20 G. A Lead Employee may resign his/her Lead position at any time. The Employee
21 will remain in the position until METRO is able to replace him/her, generally with a regular
22 appointment.

23 **SECTION 6 – PICKS AND MOVE-UPS**

24 A. Three times each year except at NRV, when a facility opens or closes, or when
25 METRO schedules a system-wide pick, the number of Employees required on each shift at each base
26 shall be posted. Two picks will coincide with Operators' Spring and Fall picks and the third pick will
27 be in June. NRV positions for Mechanic, Lead Mechanic, and Transit Parts Specialist will be picked
28 once each year at the first pick of each year.

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

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

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

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

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

22 **E.** UNION representatives for Vehicle Maintenance will be present and facilitate the
23 pick.

24 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
25 with the METRO designee, as identified on the pick schedules, indicating his/her work preferences.
26 This form must be received by the METRO designee no less than 24 hours before the pick. Failure to
27 do so will result in the UNION representative picking an assignment for the Employee. The UNION
28 representative shall make an effort to select an assignment comparable to the last picked position

1 (base, shift, and RDO), not to include any move-ups. Selections made by the UNION will not be
2 subject to the grievance/arbitration procedure.

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

9 **H.** Any Employee covered by this Article, who picks a position in which s/he does
10 not properly perform may be placed on any available shift at any base until the next shake-up by
11 his/her unit supervisor.

12 **I.** When a vacant position is filled or a new position is created and filled, Employees
13 in that classification, at that base, will have a move-up if requested by the UNION. The UNION will
14 be notified and effect the move-up. When such vacancy is a Lead position or in a job classification
15 with 35 or fewer Employees, such move-up will be system-wide. Move-ups will be conducted only
16 when they can be completed 28 days prior to the shakeup.

17 **J.** Stores Drivers hired before November 1, 2007, are grandfathered into Stores Driver
18 assignments and will not be bumped during any subsequent pick. If a Stores Driver voluntarily
19 chooses work other than a Stores Driver assignment, s/he will forfeit all rights to grandfathered
20 Stores Driver status. Stores Drivers will pick Stores Driver assignments and vacation by Stores
21 Driver seniority, independent of Equipment Service Workers.

22 **SECTION 7 – VACATION SELECTION**

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

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

1 C. Vacations may be selected in blocks consisting of one or more consecutive weeks
2 of vacation.

3 D. If at the time of vacation pick an Employee's vacation leave accrual is not evenly
4 divisible into full week 40-hour blocks, an Employee may elect to pick a full week 40-hour block or
5 an additional such block when the remainder of the Employee's accrued leave, including vacation
6 and Personal Holiday rollover, is equal to or greater than 24 hours at the time of the pick. This
7 provision also applies to newly hired or rehired Employees if they have not yet accumulated 40 hours
8 of vacation leave.

9 E. In order to use the blocks, an Employee must have the time available at the time
10 the vacation is to be used. That time can be in the form of vacation leave, AC time, or Personal
11 Holiday. An Employee who has otherwise used his/her leave time prior to the dates picked for
12 vacation shall not be permitted to use any time chosen for which s/he does not have available leave.
13 An Employee will not be allowed leave without pay (LWOP) to cover for days s/he selected but for
14 which s/he does not have the accruals available on the day requested, except with the express written
15 consent of METRO in accordance with Article 10, Section 1 of this AGREEMENT. If such written
16 consent is not granted, the Employee will be expected to be at work on his/her normal shift.

17 F. The selection of vacations by Vehicle Maintenance Employees shall be extended
18 over the entire calendar year. An Employee who takes his/her vacation in two or more blocks shall
19 select the second block of his/her vacation after all Employees in his/her classification have made
20 their first selection; his/her third selection after all Employees in his/her classification have made
21 their second selection; etc., until all blocks of the vacation have been selected. Picked vacation
22 blocks will begin or end with the Employees' regular day off (RDO) at the Employee's discretion.

23 G. A Vehicle Maintenance Employee may otherwise use vacation in increments of
24 one or more hours, provided he/she has vacation available and subject to advance approval by his/her
25 supervisor.

26 **SECTION 8 – OVERTIME**

27 A. All hours worked in excess of eight in the scheduled workday or work on an
28 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-

1 time rate of pay for the classification for actual overtime hours worked.

2 **B.** An overtime assignment of four hours or less shall be offered within a base, shift
3 and job classification, by seniority to qualified Employees who are working the shift preceding or
4 succeeding the shift where the work is to be performed, including any Employees working on his or
5 her RDO.

6 **C.** Once METRO has determined the staffing needs for an overtime assignment of
7 more than four hours the assignment shall be offered within a base, shift and job classification, by
8 seniority, to qualified Employees (including Lead and Apprentice Employees in accordance with
9 Section 5, Paragraph F and Section 8, Paragraph M). Once METRO offers an overtime assignment
10 of eight hours to any Employee, it will offer it to all eligible Employees including Employees on an
11 RDO before it is split into smaller pieces.

12 **D.** With at least two-hour notice to an Employee, METRO may cancel an overtime
13 assignment in its entirety.

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

17 **F.** Overtime in the classification of Transit Parts Specialist (TPS) shall be offered by
18 seniority within the base. Unplanned overtime in blocks up to four hours shall be offered to the
19 senior TPS on the preceding or succeeding shift. All overtime assignments of four hours or more or
20 those that are preplanned, shall be offered by seniority within a base to qualified TPSs. Should no
21 TPS at the base accept the overtime assignment, it shall be offered by seniority system wide to an
22 available TPS.

23 **G.** An Employee who does not want to be offered overtime opportunities on his/her
24 RDOs preceding or succeeding any paid time off or holidays must provide written notice to his/her
25 immediate supervisor. This provision does not apply to forced overtime. An Employee shall not be
26 eligible to work overtime on RDOs between his/her consecutive vacation blocks.

27 **H.** Mechanics who have picked CSC workgroups as identified on the pick, will be
28 offered overtime by shift, by seniority, within the following two workgroups:

1 Rebuild - Mechanical

2 Rebuild - Electrical

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

6 I. Overtime on any shift shall be computed at the rate paid for the Employee's
7 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
8 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
9 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
10 shift overtime rate of pay.

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

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

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

21 M. An Apprentice will be offered an overtime or holiday work assignment (by base,
22 by shift, by seniority) only after Employees and Leads in that classification have been asked first.
23 Apprentices will not be subject to inverse seniority to fill work assignments for overtime or on
24 holidays.

25 N. Overtime assignments in the classification of Equipment Service Worker (ESW)-
26 Stores Driver, when performing the traditional and historical duties of the Stores Driver
27 classification, will first be offered to the Employee grandfathered in the ESW-Stores Driver
28 classification before being offered by shift, by seniority to ESW's within the base. In the case of an

emergency an overtime assignment may be offered to ESW's by shift, by seniority within the base before offering the overtime assignment to the ESW-Stores Driver.

SECTION 9 – SHIFT DIFFERENTIAL

Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

SECTION 10 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually, on Employees' regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice, Metal Constructor, Sheet Metal Worker, Vehicle Upholsterer, and to Leads in those classifications. The amounts shall be as follows:

Year	Allowance
2017	\$843
2018	\$868
2019	\$903

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

B. METRO shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO

1 property. Each Employee shall have on file with his/her immediate supervisor an up-to-date
2 inventory of tools designating the type, size and manufacturer. Photographs will be accepted.
3 METRO shall have the right to inspect the inventory of tools. However, an Employee shall be
4 allowed three days after the inspection to locate any tools which s/he claims are missing.

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

7 D. Any Employee who is required to work in inclement weather or hazardous areas
8 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
9 to, a rainset, hat, and boots. Each Employee is required to wear footgear approved by METRO. Each
10 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair
11 of boots, socks and cushioned inserts identified on the METRO voucher at time of purchase). The
12 maximum METRO contribution paid by such voucher shall be \$200 (plus sales tax) per Employee as
13 provided in Paragraph E. Employees may use up to \$50.00 of the voucher amount to purchase work
14 socks.

15 E. METRO shall provide and maintain necessary safety clothing, uniforms and
16 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

17 F. When an Employee is informed during his/her regular shift that overtime in excess
18 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
19 home to perform work commencing in excess of two hours before his/her shift, METRO will provide
20 a 30-minute unpaid meal period or a 15-minute paid break, upon request, at the Employees'
21 preference.

22 G. Except where modified by historical practice, duties traditionally performed by the
23 Employees in the job classifications listed in Section 1, will be performed only by Employees
24 working in those classifications.

25 H. METRO shall respect the classification boundaries that are established in the
26 classification specifications for Vehicle Maintenance jobs; however it is agreed that the incidental
27 assignment of cross-classification work is allowed. No Employee shall be expected to perform work
28 for which s/he has not been adequately trained or which is unsafe. If the UNION believes that cross-

1 classification work has exceeded an incidental amount, the PARTIES shall convene special Labor-
2 Management discussion to attempt to address the UNION's concerns over staffing levels and work
3 assignments.

4 I. Vehicle Maintenance Employees may use the ten minutes prior to the end of their
5 workday for personal clean-up.

6 J. When upgraded to a higher paid classification, an Employee shall be paid at the
7 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
8 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
9 upgraded.

10 K. METRO will provide a secure area at each work location for UNION-related
11 materials accessible to all UNION representatives at that location.

12 L. When METRO determines that an Employee will be upgraded to Chief for more
13 than four hours and the upgrade creates a vacancy in the Lead classification, that vacancy will be
14 filled through upgrade or overtime assignment in accordance with Article 17.

15 **SECTION 11 – ATTENDANCE MANAGEMENT**

16 A. The PARTIES recognize that Vehicle Maintenance duties and functions are time
17 critical and that Employees have the responsibility and obligation to be at work on time each day.
18 Vehicle Maintenance Employees will be subject to the following terms, which supersede any
19 conflicting provisions elsewhere in the AGREEMENT.

20 B. Vehicle Maintenance will monitor and record attendance using the terms of late
21 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to an
22 Employee who calls one-half hour before his/her shift to request unscheduled leave and then is
23 requested to come to work, provided s/he reports to work in a reasonable time. An Employee can use
24 AC time or vacation time to make up lost time.

25 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
26 follows:

- 27 1. An Employee may complete any time left on his/her shift.
- 28 2. An Employee may work a full eight hours, or ten hours for 4/40 Employees,

1 even though this work would continue into the next shift.

2 3. An Employee may not use AC time or vacation to make up lost time.

3 4. An Employee will be paid for actual hours worked at his/her scheduled rate
4 of pay.

5 5. A late occurrence shall not create an overtime opportunity for the late
6 Employee. No grievances will be filed by other Employees claiming overtime infringements should
7 an Employee elect to work his/her full shift and the time worked extends into another shift.

8 6. Late occurrences will be recorded in a 180-day rolling time frame as
9 follows:

10 1st through 5th occurrence – Employee and immediate supervisor
11 initial the attendance card.

12 6th occurrence – One-day suspension without pay.

13 7th occurrence – Discharge, treated as a major infraction as defined in
14 Article 4.

15 D. Unexcused absences (over two hours late) shall be managed and recorded as
16 follows:

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

18 2. An Employee may not use AC time or vacation to supplement his/her
19 regular shift pay.

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

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

23 1st and 2nd occurrence – Employee and immediate supervisor initial
24 the attendance card.

25 3rd occurrence – One-day suspension without pay.

26 4th occurrence – Discharge, treated as a major infraction as defined in
27 Article 4.

28 E. An occurrence which results in a second one-day suspension within 180 days of

1 the occurrence that resulted in the first suspension shall result in discharge.

2 F. Extenuating circumstances will be considered. Any request by an Employee to
3 have a late occurrence or unexcused absence removed from the attendance management record must
4 be presented to the immediate supervisor in writing, within five working days of the occurrence. An
5 Employee who had a late occurrence or unexcused absence removed from the attendance
6 management record has the option to use vacation leave, AC time, or sick leave as appropriate to
7 make up the lost time.

8 G. The PARTIES agree to review this Section on an annual basis.

9 **SECTION 12 – APPRENTICESHIP PROGRAM**

10 The purpose of this program is to establish an on-the-job apprenticeship training program
11 leading to the status of journey level in the classification to which s/he is apprenticed. The
12 classification of apprentice shall be covered under all the terms and conditions of this AGREEMENT,
13 unless otherwise specified under the specific Apprenticeship Standards for such classification.

14 A. All Employees are eligible to apply for and participate in the Apprenticeship
15 Program.

16 B. Qualified Employees in Vehicle Maintenance shall be selected before other
17 qualified Employees.

18 C. Should no Employee be qualified, METRO may hire through an open and
19 competitive recruiting process.

20 **SECTION 13 – TRAINING**

21 A. When possible, training will be scheduled to minimally impact swing and
22 graveyard Employees. Efforts will be made to conduct training on all shifts. If training is off the
23 Employee's normally picked shift, flexible schedules will be allowed by mutual agreement of the
24 Employee and his/her Base Management team (Superintendent/Chief). If mutual agreement cannot
25 be reached, the process in Article 17.3.E will be used to resolve the issue.

26 B. If the training session is cancelled, the Employee will be required to return to
27 his/her base to complete his/her shift or request paid time off for the remainder of the day.

28 C. If a training that is not during the Employee's normally picked shift is cancelled,

1 the Employee shall not suffer loss of pay.

2 ***SECTION 14 – VEHICLE MAINTENANCE PAYROLL PROCESSING***

3 A. TIPS IIIs will remain the principal payroll processors at Vehicle Maintenance
4 bases, with the exception of the Non-Revenue Vehicle base. At the Non-Revenue Vehicle base,
5 Transit Administrative Support Specialist III will remain the principal payroll processors.

6 B. The UNION and METRO agree that the prompt processing of payroll is extremely
7 important. To ensure payroll is processed in a timely manner, METRO and the UNION agree to the
8 following procedure for the assignment of Vehicle Maintenance payroll:

9 1. If the TIPS III at a base is unavailable to process payroll on the first day of
10 a payroll processing week (usually Monday), METRO will offer the work via email to other TIPS IIIs
11 to cover the work on either straight time or overtime. TIPS IIIs will be given two hours to volunteer
12 for the assignment, and selection will be based on seniority order within the TIPS III classification.

13 2. If no TIPS III accepts the work within the two hour deadline, METRO may
14 then assign payroll work to any qualified timekeeper.

15 3. After the first day of a payroll processing week (usually Tuesday), if a TIPS
16 III at a base is unavailable to process payroll, METRO will assign payroll processing to any qualified
17 timekeeper.

18 C. In order to ensure Administrative Specialists are trained to process base payroll
19 and their skills are refreshed, METRO may assign Administrative Specialists to perform base payroll
20 quarterly.

21 D. In the case of an emergency, as defined in this AGREEMENT, METRO can assign
22 payroll work to any qualified timekeeper.

23 E. METRO may assign Administrative Specialists or other qualified employees to
24 conduct payroll quality assurance audits.

25 F. The PARTIES agree King County email is the correct and contractually sufficient
26 method of notification of the TIPS III payroll work opportunities, including overtime.

27 G. The PARTIES agree to meet to attempt to resolve any problems that occur in the
28 implementation of or application of this section of the AGREEMENT.

1 H. The PARTIES agree that this section of the AGREEMENT may not be used to
2 assert a dilution of the work historically performed by the TIPS III job classification.

3 **SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

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

9 A. Issues or problems of METRO policies which affect the Employees and which
10 either PARTY requests be placed on the agenda.

11 B. Issues or problems of contract administration, other than formal grievances which
12 are being processed, unless mutually agreed by both PARTIES.

13 C. Other matters of mutual concern.

14 **SECTION 16 – HIGH VOLTAGE SAFETY COMMITTEE**

15 The PARTIES agree to create a Safety Committee in 2017 at Atlantic Base to look into the
16 concerns and interests regarding work on the METRO fleet of high voltage electric propulsion
17 vehicles. The scope of this Committee's work is to include training to cover specific de-energizing
18 and maintenance procedures, and the controls necessary for maintenance Employees to perform said
19 work. This Committee shall look into the hazards of working around or with high voltage vehicles,
20 and implement training for Employees including, but not limited to, Minimal Approach Distance,
21 personal protective equipment (uses, types, and maintenance), insulating and shielding material,
22 insulated tools (use and maintenance), test equipment, and the skills necessary to safely perform the
23 maintenance per manufacturer requirements for the specific coach line in accordance with
24 Washington State Law. The Safety Committee will also look into the possibility of creating another
25 classification for Employees who work around or with high voltage vehicles with appropriate wages,
26 to be established through the collective bargaining process. The Safety Committee's work will not be
27 limited to the vehicles at Atlantic Base. The PARTIES agree that there shall be agreement by both
28 PARTIES for any outcome decided upon by this committee.

1 The makeup of this Committee shall be the 2nd Vice President/Assistant Business Agent for
 2 Maintenance and the three Vehicle Maintenance Executive Board officers from the UNION. The
 3 Employer shall appoint the Industrial Safety Officer and four representatives from the maintenance
 4 section representing METRO. A representative of Rail should be invited as well.

5 **SECTION 17 – VEHICLE MAINTENANCE PILOT PROGRAM FOR ONE PICK A**
 6 **YEAR AT ATLANTIC BASE AND ALTERNATIVE WORK SCHEDULES (AWS)**

7 A. The UNION and METRO identified a mutual interest in developing new working
 8 conditions to create more cohesive teams to improve Employee safety and morale, and to increase the
 9 amount of focused training.

10 B. The UNION and METRO agree that a pilot program is the best way to move
 11 forward with these changes. The pilot will run for a twelve month period as soon as practicable
 12 following the UNION's ratification of this agreement and commencing with a March shakeup. It will
 13 expire at the start of the following March shakeup.

14 C. Atlantic Base picked positions will be for twelve (12) months.

15 1. Atlantic Base will have a separate vacation pick calendar, with an increased
 16 percentage guaranteed on picked vacations for the classifications of Mechanic and Equipment
 17 Service Worker. The increased minimum percentage available will go from 10% to 15%.

18 2. VM will provide increased and more focused training at Atlantic Base
 19 during this period. A training plan will be developed jointly in the Labor-Management process prior
 20 to the pick.

21 3. Alternative Work Schedule (AWS) options established at the VM bases in
 22 the manner described below in paragraphs 17.C.5 and 17.F.

23 4. Alternative Work Schedules include 4/10s and/or 9/80s.

24 5. Both PARTIES agree that there is no intent to force an Employee who does
 25 not wish to work an AWS to do so; however, there is a possibility that the seniority and pick system
 26 may lead to this result. In order to measure the actual minimum number that desire an AWS, a
 27 survey will be jointly created and administered prior to creating the AWS options. If there is less
 28 interest in working AWSs than the minimum stated, less AWSs will be created. If there is more

1 interest in working AWSs than the minimum stated, more AWSs will be created.

2 **D.** The PARTIES share a common understanding that this agreement creates a
3 workforce that should be more sustainable and provide work that is more attractive to its current and
4 future workforce. The PARTIES agree to look at the following as key indicators to measure the
5 success of this pilot project. The PARTIES will discuss these metrics and discuss the data as a
6 regular agenda item at the VM LMRCs:

- 7 1. Training;
- 8 2. On the Job Injuries;
- 9 3. Employee Satisfaction;
- 10 4. Unplanned Absences;
- 11 5. Overtime Usage;
- 12 6. Any other metrics identified by the PARTIES.

13 **E.** Prior to the conclusion of the one-year pilot, the PARTIES shall meet to assess the
14 key indicators and discuss whether this agreement should be revised, extended or made permanent.

15 **F. ALTERNATIVE WORK SCHEDULES (AWS)**

- 16 a. Atlantic, East, North, Ryerson, and South VM bases and the Component
17 Supply Center (CSC) will provide guaranteed picked AWS options.
- 18 b. Each location with guaranteed picked AWS will have a 10% minimum
19 number of AWS positions to pick for the classifications of Mechanic and Equipment Service Worker,
20 provided the level of interest is supported by the survey.
- 21 c. For other VM job classifications, the base will provide AWSs to the extent
22 they can be supported.
- 23 d. NRV, Central and Bellevue base will provide AWSs to the extent they can
24 be supported.

25 **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

26 ***SECTION 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:

- Building Operating Engineer
- Carpenter
- Equipment Operator
- Facilities Maintenance Trainee
- Facilities Maintenance Worker
- Grounds Specialist
- Lead Building Operating Engineer
- Lead Carpenter
- Lead Grounds Specialist
- Lead Maintenance Constructor
- Lead Maintenance Painter
- Lead Maintenance Signage Specialist
- Lead Transit Custodian
- Lead Transit Radio and Communication Systems Specialist
- Lead Utility Laborer
- Maintenance Constructor
- Maintenance Painter
- Maintenance Signage Specialist
- Millwright
- Purchasing Specialist
- Transit Custodian I
- Transit Custodian II
- Transit Electronic Communications Technician
- Transit Radio and Communication Systems Specialist
- Utility Laborer

SECTION 2 – GENERAL CONDITIONS

If the UNION wishes to discuss concerns about the movement of a chief that does not coincide with the pick posting, the PARTIES will discuss whether there is a need for a shake-up or

1 move-up.

2 **SECTION 3 – SUBCONTRACTING**

3 A. METRO shall not subcontract work historically performed by members of the
4 UNION, except that METRO may contract the maintenance of up to ten park-and-ride lots during the
5 term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and
6 other work that does not require power tools except weed eaters.

7 B. Prior to each shakeup, PARTIES representatives will establish, by mutual
8 agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

9 C. METRO may make assignments with unpaid volunteers or unpaid community
10 groups to clean or otherwise maintain METRO shelters and park-and-ride lots.

11 **SECTION 4 – CAREER PATHS – PERMANENT APPOINTMENTS**

12 A. Vacancies in the Transit Custodian I classification will first be filled by
13 Maintenance Worker applicants by seniority.

14 B. Vacancies in the Transit Custodian II classification will first be filled by Transit
15 Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer
16 the position to Maintenance Workers by qualifications.

17 C. Vacancies in the Utility Laborer classification will first be filled from all lower
18 Facilities classifications by qualifications.

19 D. Vacancies in the Signage Specialist classification will first be filled by qualified
20 Utility Laborer applicants by seniority.

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

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

26 G. Vacancies in the Lead Transit Radio and Communications System Specialist
27 classification will first be filled by Transit Radio and Communications System Specialist applicants,
28 by qualification.

SECTION 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 regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. 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 schedule consisting of an alternative workweek will be governed by the provisions in Article 13.

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

C. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday, the day shift the second, and the swing shift the third.

D. The term "complex", as used in this Article, shall mean a group of specific worksites within a defined geographical area, as described in Exhibit C, except as modified by the Facilities Labor-Management Relations Committee.

E. For holiday work assignments, METRO will determine the staffing needs for each shift. After METRO determines how many Employees in each classification shall be required to work, holiday assignments shall be offered consistent with the overtime language in Section 11.

F. Assignment of specific duties on any shift shall be at the sole discretion of METRO.

G. 48-hours written notice or other official notification shall be given to any Employee regarding any shift changes made due to backfilling or vacancies.

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

I. For required training outside of an Employee's regularly scheduled shift, a minimum of 48 hours notice will be given to the Employee. The Employee may agree to shorter

1 notice.

2 **SECTION 6 – UPGRADES**

3 A. The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities
4 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the
5 higher rate of pay for four hours. Assigned work in a higher paid classification in excess of four
6 hours will be paid at the higher rate of pay for the entire shift. Overtime will be paid at the overtime
7 rate for the higher paid classification.

8 B. Upgrades to classifications above Signage Specialist will be based on
9 qualifications, as determined by METRO.

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

12 1. For positions lasting less than 30 days, upgrades shall be offered by
13 worksite, complex and system-wide.

14 2. For positions lasting 30 days or more, upgrades will be offered system-
15 wide.

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

18 E. Upgrade work will be assigned to qualified Employees, by seniority, within a
19 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training
20 sign-up sheets.

21 F. An Employee upgraded to a Lead position shall receive 10% above the top step of
22 the wage rate of the classification for which s/he serves as a Lead.

23 1. If METRO determines that a Lead position will be needed for a project or
24 crew which has three or more Employees and/or will last for more than 90 days, and/or when
25 justified by the additional responsibilities and coordination, METRO will assign a Lead.

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

28 3. When more than three Employees in the same Transit Custodian

1 classification work together as a crew, a Lead will be assigned to the shift at such worksite or
2 complex.

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

5 5. No Lead will discipline other Employees.

6 G. A Lead will be assigned by the immediate supervisor when three or more
7 Employees are assigned to work together as a team without supervision for more than two hours.
8 The senior Employee in the highest paid job classification on the work team shall be assigned the
9 Lead responsibility.

10 H. Any Employee who is assigned to train another Employee will receive Lead pay.

11 I. Any time worked as a Lead in excess of eight hours, or ten hours for a 4/40
12 Employee, will be paid at one and one-half times the Lead rate of pay.

13 **SECTION 7 – LEADS**

14 A. When a permanent vacancy occurs within a Lead classification, the position will
15 be filled by a recruitment from Employees in the classification being led having a minimum of two
16 years experience in that classification at METRO or Employees with at least two years of similar
17 experience within King County.

18 B. Lead Employees shall be selected on the basis of ability, training, education,
19 experience, seniority, and job performance with UNION input, through appropriate testing
20 procedures and/or evaluations.

21 C. Each Lead Employee in the Facilities Maintenance Section shall receive a ten
22 percent differential above the top step of the highest wage rate of classification(s) for which s/he
23 serves as a Lead.

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. A Lead will be considered a working
27 Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work of the
28 classification from which s/he was originally recruited.

1 E. No Lead Employee will discipline, as defined in Article 4, Section 2, Paragraph A,
2 other Employees or perform formal Employee evaluations.

3 F. For Overtime and Holiday work assignments: When performing the regular work
4 of the classification that s/he is leading, the Lead of that specific classification will be offered the
5 assignment only after Employees in that classification have been asked in each step of the overtime
6 process.

7 G. The Shelter Refurb Crew will be assigned a Lead and the Lead will be recruited
8 from the journey-level trades (currently Carpenter and Maintenance Constructor) of this work group.
9 S/he will act as Lead only for Employees assigned to the Shelter Refurb Crew. Should the Shelter
10 Refurb Program terminate, the Lead will revert back to his/her original classification and seniority.

11 **SECTION 8 – PICKS AND MOVE-UPS**

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

15 B. If a permanent or long-term vacant position is to be filled, a system-wide move-up
16 in that classification will be permitted. Move-ups will be conducted only when they can be
17 completed 28 days prior to a shake-up.

18 C. All Facilities picks will show the usual openings in each classification for each
19 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or
20 for adjusting workloads, METRO will solicit volunteers from the classification needed within the
21 complex. If no Employee volunteers, the least senior Employee available in the classification, within
22 the worksite, will be assigned. METRO retains the right to move the least senior Employee to
23 another worksite, shift or RDO combination. METRO will provide a minimum of 48-hours advance
24 notice prior to any change in assignment.

25 D. With the exception of Millwrights, all Employees listed in Section 1 may select by
26 classification seniority, complex, worksite, shift (when applicable) and two consecutive RDOs.
27 Specific duties within a classification may also be picked to the extent specified by METRO on the
28 pick sheets.

1 E. Copies of the proposed pick schedule and shifts will be posted for review no later
2 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
3 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
4 after the pick.

5 F. The Millwrights shall continue to pick their work at a particular Transit Base and
6 will report to work at that Transit Base. These picks shall occur with the regular Facilities pick. For
7 Millwrights, the Maintenance bases shall be North, Central, Atlantic, Ryerson, Bellevue, East, South
8 and Component Supply Center. Once each transit Maintenance Base is staffed with one Millwright
9 in a picked Day shift with SS RDO, METRO may create additional Millwright positions that are
10 picked as day, swing, or grave positions. These additional picked positions may either be at a
11 particular base or may serve as "rovers" between bases.

12 G. METRO will make arrangements for each Employee who is working on a shift to
13 be available to pick his/her assignment a minimum of ten minutes prior to his/her designated pick
14 time.

15 H. An Employee who wishes to select an assignment will report to an appropriate
16 pick location at least ten minutes ahead of his/her pick time to examine available work assignments.
17 No Employee shall be compensated for time spent in the selection process, unless it is during his/her
18 regular work hours.

19 I. A UNION representative for Facilities Maintenance Employees shall be present
20 during each pick, including vacation picks.

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

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

SECTION 9 – VACATION SELECTION

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

B. At the first pick of the calendar year, each Facilities Maintenance Employee, after having first selected a worksite and complex, may select a maximum of five blocks of vacation in a calendar year. Each block shall consist of one or more consecutive weeks of vacation, beginning and ending with an Employee's RDOs. Vacation selections shall be made by seniority within a job classification. An Employee who takes his/her vacation in two or more non-consecutive blocks shall select the second vacation block(s) of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second, etc. METRO shall post a calendar at each worksite with all approved vacation selections indicated. Vacation changes shall not be allowed except in emergencies, as determined by METRO.

C. After the vacation pick, with the approval of his/her immediate supervisor, vacation requests of one hour or more will be processed on a first come, first served basis.

D. An Employee who does not select vacation at the first pick of the year must request vacation at least two weeks prior to the first effective day of requested leave, unless otherwise approved by METRO.

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

F. METRO will respond to a written request for any vacation or leave within seven days of receipt.

SECTION 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

1 will first be offered to the Employee within the classification responsible for the work. A "special
2 task" shall mean:

- 3 1. non-ordinary circumstances in which the work cannot wait to be completed; or
- 4 2. the work is unreasonable to have anyone but the existing Employee
- 5 performing the work be the one to complete the special task.

6 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
7 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list
8 will be posted on Monday and pulled at 2:00 p.m. on Wednesday for the following Friday through
9 Thursday overtime period. If Wednesday is a Holiday, the list shall be pulled at 2:00 p.m. on
10 Tuesday. An Employee who is not on the overtime list will not be eligible for the planned and
11 scheduled overtime, except in the case of an emergency or if overtime must be assigned in inverse
12 order of seniority. METRO will not call an Employee who is on an authorized leave for overtime,
13 unless it is an extreme emergency.

14 1. Overtime shall be assigned to Employees on the list picked position, by
15 shift, then by seniority in the classification according to Exhibit C at the end of this AGREEMENT.
16 Employees must be qualified and reasonably available, which includes the Employee having eight
17 hours off between shifts.

18 a. Custodians— First, within the area of responsibility/picked position;
19 second, by positions assigned to the same building within the complex, same shift, by seniority; third,
20 by the positions assigned to the same building within the complex, by seniority; fourth, by the
21 positions assigned to the entire complex, including crews, by seniority; fifth, by positions assigned to
22 the chief, by seniority; and sixth, system-wide, by seniority.

23 b. Millwrights—If there is a need to call a Millwright back to his/her
24 picked Base after his/her regular shift, and a Millwright Rover is not available, the Millwright at the
25 base must be called before offering the call back work to other Millwrights by seniority.

26 c. All other classifications— Within the classification, first to the area
27 of responsibility/picked position; second, within the work program, same shift, by seniority; third,
28 within the work program, by seniority; fourth, by positions assigned to the chief, by seniority; and

1 fifth, system-wide, by seniority.

2 2. If the overtime assignment is not filled from the classification, it may be
3 offered, by seniority, to Employees on the list in the next lower job classification(s) before it is
4 offered to Employees on the list in a higher classification at the worksite where the overtime is
5 required, provided the Employee is qualified for the upgrade and reasonably available to do the work,
6 including having eight hours off between shifts.

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

12 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,
13 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
14 overtime rate. An Employee who works overtime before his/her regularly scheduled report time and
15 in conjunction with his/her regular shift will be paid for actual hours worked. If a Facilities
16 Maintenance Employee can correct the situation without having to report to the worksite, they will be
17 guaranteed two hours of pay at the overtime rate. A Facilities Maintenance Employee who is
18 required to be on standby on his/her RDO, including holidays, will receive four hours of standby pay
19 at his/her overtime rate for each set of RDOs, including holidays, or on a holiday not connected to
20 his/her RDOs, that s/he is on standby. "Standby" shall mean the time from the quit time of the
21 Employee's shift to the start time of the Employee's next scheduled shift, during which the Employee
22 is required to be available for work.

23 E. A Facilities Maintenance Employee called in before his/her scheduled report time
24 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment
25 and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
26 early may request permission from his/her immediate supervisor.

27 F. Overtime on any shift shall be computed at the rate paid for the Employee's
28 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the

overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending into the day shift will be paid at the overtime rate with graveyard shift differential.

G. "Reimbursable overtime" shall be identified by METRO at the time of offering, and shall mean labor costs being recovered by Facilities from funding sources other than Facilities' annual budget, and will be paid as overtime rather than as AC time.

SECTION 11 – SHIFT DIFFERENTIAL

Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

SECTION 12 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually on Employees' regular paychecks not later than March of each year to Employees permanently assigned as of January 1st to the classifications of Building Operating Engineer, Carpenter, Maintenance Constructor, Millwright, Transit Radio and Communication Systems Specialist, Transit Electronic Communications Technicians, Leads and to authorized Trainees in these classifications. Employees who are upgraded into positions that are eligible for a tool allowance shall not receive a tool allowance, unless their base classification is eligible for a tool allowance. The amounts shall be as follows:

Year	Allowance
2017	\$413
2018	\$425
2019	\$442

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

B. METRO shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no claim shall be honored without evidence of forcible entry unless a police report has been filed.

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

5 C. Each Facilities Maintenance Employee shall receive eight uniforms.

6 D. 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 rainset, hat and boots.

9 E. METRO shall provide and maintain necessary safety clothing, uniforms and
10 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be
11 entitled to a METRO voucher to be applied toward purchases of such footgear (one pair of boots,
12 socks, and cushioned inserts identified on the METRO voucher at the time of purchase). The
13 maximum METRO contribution paid by such voucher shall be \$200 (plus sales tax) per Employee.
14 Employees may use up to \$50.00 of the voucher to purchase work socks. A replacement item will be
15 issued when the item is lost, stolen, damaged or worn out.

16 F. When an Employee works two or more hours of overtime in conjunction with
17 his/her regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

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

21 ***SECTION 13 – ATTENDANCE MANAGEMENT***

22 A. The PARTIES recognize that Facilities Maintenance duties and functions are
23 critical and that Employees have the responsibility and obligation to be at work on time each day.
24 Facilities Maintenance Employees will be subject to the following terms, which supersede any
25 conflicting provisions elsewhere in the AGREEMENT.

26 B. Facilities Maintenance will monitor and record attendance using the terms of late
27 occurrence and unexcused absence.

28 C. A late occurrence:

1. of up to one hour shall be managed and recorded as follows:

- a. An Employee may complete any time left on his/her shift.
- b. An Employee may work a full eight or ten hours even though this work would continue into the next shift.
- c. An Employee may not use AC time or vacation to make up lost time.
- d. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.
- e. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.

2. of between one and two hours shall be managed and recorded as follows:

- a. An Employee may complete any time left on his/her shift only.
- b. An Employee may not use AC time or vacation to make up lost time.
- c. An Employee will be paid for hours worked at his/her scheduled rate of pay.

3. Late occurrences will be recorded in a 180-day, rolling time frame as follows:

- a. 1st through 5th occurrence – Employee and chief initial the time sheet/late report card.
- b. 6th occurrence – one day suspension without pay.
- c. 7th occurrence – discharge, treated as a major infraction as defined in Article 4.

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

- 1. An Employee may complete his/her shift only.
- 2. An Employee may not use AC time or vacation to supplement their regular

shift pay.

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

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

a. 1st occurrence – Employee will receive Oral Reminder; chief will initial the time sheet/late report card.

b. 2nd occurrence – Employee will receive Written Reminder; chief will initial the time sheet/late report card.

c. 3rd occurrence – One day suspension without pay.

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

E. An occurrence which results in a second one day suspension within 180 days of the occurrence that resulted in the first suspension may result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the chief in writing, within five working days of the occurrence. An Employee that has a late occurrence or unexcused absence that has been removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 14 – SPECIAL PROVISIONS CONCERNING MILLWRIGHTS

1. METRO shall conduct a study to determine whether the full-time equivalent employees ("FTE") count of Millwrights is sufficient and to determine if additional Millwright staffing is justified.

2. METRO will end the swing shift until it has staffed each transit Maintenance base with one Millwright in a picked Day Shift with SS RDO position. Once each transit Maintenance base is staffed with one Millwright in a picked Day Shift with SS RDO, METRO may create additional Millwrights positions that are picked as day, swing, or grave shift positions. These

1 additional picked positions may either be at a particular base or may serve as "rovers" between bases.
2 For the purpose of this paragraph, the Maintenance bases shall be North, Central, Atlantic, Ryerson,
3 Bellevue, East, South and Component Supply Center.

4 3. Millwrights in the Millwright job classification on or before March 9, 2016, shall
5 retain their "fallback" rights to their prior positions in Vehicle Maintenance

6 ***SECTION 15 – FACILITIES TRAINING COMMITTEE***

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

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

13 C. The details of the Facilities Training Program will be developed by the Facilities
14 Training Committee comprised of an equal number of representatives from the PARTIES. If the
15 committee foresees a vacancy in a journey level classification, it may establish a trainee position in
16 such classification.

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

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

22 ***SECTION 16 – LABOR-MANAGEMENT RELATIONS COMMITTEE***

23 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-
24 Management Relations Committee (FLMRC) is established and authorized, consistent with
25 applicable laws and the terms of this AGREEMENT. The committee will be composed of the
26 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance
27 Executive Board Officer, and two UNION appointed members with an equal number appointed by
28 Facilities Management, including a supervisor/chief of Radio Maintenance. This committee shall

1 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of
2 this committee shall be implementation, discussion and resolution of working conditions, updates to
3 the notebook entitled Policies, Procedures, and Guidelines, issues/problems of METRO
4 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or
5 problems of contract administration other than formal grievances which are being processed, and
6 other matters of mutual concern.

7 B. METRO shall inform the UNION of changes in the Power and Facilities notebook
8 entitled Policies, Procedures, and Guidelines after review and acceptance by the FLMRC and prior to
9 the implementation of said changes.

10 **ARTICLE 19: REVENUE COORDINATORS**

11 ***SECTION 1 – DEFINITION OF EMPLOYEES***

12 A. “Revenue Coordinators” shall include all Employees in the classification of
13 Revenue Coordinator.

14 B. Work historically or traditionally performed by Revenue Coordinators will be
15 performed by Employees assigned to that classification.

16 ***SECTION 2 – WORK ASSIGNMENTS***

17 A. All shifts in the classification of Revenue Coordinator shall be completed within a
18 continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half
19 hour lunch break.

20 B. The workweek shall consist of five consecutive days with each workday
21 guaranteed at eight hours. There shall be two consecutive RDOs.

22 C. Employees who pick a regular weekly schedule consisting of four 10-hour shifts
23 will be governed by the provisions in Article 13.

24 D. All shifts in the Revenue Coordinator classification, once picked, will not be
25 altered or changed during a shake-up without approval of the affected Employee and the UNION.

26 E. A Revenue Coordinator who is called back to work after his/her regular shift will
27 be guaranteed at least three hours pay at the overtime rate.

28 F. On-call responsibility will be offered by seniority on a rotating basis among regular

1 full-time RPC Employees only. Employees on on-call duty will receive one hour of overtime at time-
 2 and-a-half rate for each day of on-call duty. If the on-call Employee can respond to an RPC issue by
 3 phone from home, the Employee will be paid at time-and-a-half rate for the amount of time required
 4 to resolve the issue, or a minimum of 15 minutes, whichever is greater. If the on-call Employee is
 5 called to come in to the on-site location, the Employee will receive a minimum of three hours of
 6 overtime at time-and-a-half rate.

7 **SECTION 3 – PICKS**

8 A. Three times each year, at the request of the UNION, METRO shall post all shifts
 9 required for the classification of Revenue Coordinator. Each Employee shall be permitted to select
 10 his/her shifts and RDOs in accordance with individual classification seniority.

11 B. A UNION representative for Revenue Coordinators shall be present during pick.

12 C. A Revenue Coordinator, who is unable to attend pick, must leave his/her shift
 13 preference with the UNION or a shift will be picked for him/her by the UNION. An Employee shall
 14 not be compensated for time spent in the pick unless it is during his/her regular work hours. An
 15 assignment selected via absentee pick shall not be subject to the grievance/arbitration procedure.

16 **SECTION 4 – VACATION SELECTION**

17 A Revenue Coordinator taking his/her vacation in two or more blocks may select the second
 18 block of his/her vacation after all Employees in his/her classification have made their first selection;
 19 his/her third selection after all Employees in his/her classification have made their second selection,
 20 etc., until all blocks of vacation have been selected.

21 **SECTION 5 – SPECIAL BENEFITS**

22 A. Each Revenue Coordinator will be provided clean coveralls daily.

23 B. Each Employee who is required to wear safety footwear shall be entitled to a
 24 METRO voucher to be applied toward purchases of footwear (one pair of boots, socks and cushioned
 25 inserts identified on the METRO voucher at time of purchase). The maximum METRO contribution
 26 paid by such voucher shall be \$200 (plus sales tax) per Employee per year. Replacement items shall
 27 be issued when the item is lost, stolen, damaged or worn out. Employees may use of to \$50.00 of the
 28 voucher amount to purchase work socks.

SECTION 6 – APPOINTMENTS AND TRAINING

A. When METRO requires additional Revenue Coordinators, candidates for these promotional opportunities shall be selected from Employees on the basis of ability, training, education, experience and job performance, as determined by appropriate testing procedures. Such vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Once selected, the candidates shall be placed on the Intermittent Revenue Coordinator (IRC) List in seniority order as determined by the UNION.

B. METRO, with input from the Revenue Coordinators, will establish and publish standards for qualification. METRO will determine in each case whether an Intermittent has successfully qualified. Failure to qualify as an IRC will result in removal from the IRC List and return to the Employee's previous job classification with no loss in seniority.

C. When a permanent vacancy occurs within the Revenue Coordinator classification, the position will be filled by qualified IRCs from the IRC List, by seniority. IRCs who receive regular appointments as Revenue Coordinators shall be subject to a one-year probationary period.

D. When a vacancy occurs in the Revenue Coordinator classification between picks, Employees working in that classification will be allowed a move-up by seniority. The remaining vacancy will then be filled from the IRC List, by seniority, with first right of refusal.

E. Revenue Coordinators shall receive a straight-time premium for assignments instructing another Employee as follows:

1. One hour of pay at the Revenue Coordinator Employee's current rate for four hours or less of instruction in one day.

2. Two hours of pay at the Revenue Coordinator Employee's current rate for more than four hours of instruction in one day.

SECTION 7 – EFFICIENCY BONUS

A. The PARTIES established an efficiency bonus system in 1992 to incentivize the Employees of the Revenue Processing Center to increase their efficiency, reduce overtime, and reduce the need for additional FTEs to be assigned to the task of processing paper currency from fare boxes. All efficiency bonuses are shared equally between METRO and the Employees. The

Employee share of the efficiency bonus is earned as a workgroup and distributed quarterly to all Employees who process paper currency on a pro rata basis.

B. The efficiency bonus is calculated for each week of the quarter and can be a positive or negative number, the sum of which is the quarterly efficiency bonus. Each quarter is evaluated individually to determine if an efficiency bonus has been earned or not for that quarter.

C. The efficiency bonus is earned when the weekly Employee average for processing paper currency (individual bills, not denomination value of bills) exceeds 2400 bills per Employee per hour spent processing paper currency, as follows:

$$\frac{((\text{Actual bills counted}/2400) - \text{table time hours}) \times \text{fully loaded straight time hourly labor rate}}{2}$$

2

"Fully loaded straight time hourly labor rate" includes the Employee hourly rate plus PERS, FICA, Worker's Comp and medical benefits (medical benefits shall be calculated by dividing the annual flex rate by 2080 hours).

D. In no event shall the cumulative annual (calendar year) efficiency bonus paid to Employees exceed \$50,000.00.

ARTICLE 20: SPECIAL CLASSIFICATIONS

SECTION 1 – DEFINITION OF EMPLOYEES

"Special Classification Employees" shall mean all Employees in the following classifications:

- Accounting Technician I
- Accounting Technician II
- Information Distributor
- Operations Security Liaison
- Transfer Room/Warehouse Worker

SECTION 2 – WORK ASSIGNMENTS

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

workday. Each shift, except where modified by historical practice, 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.

B. The graveyard shift shall be considered the first shift of the day; the day shift shall be considered the second; and the swing shift shall be considered the third. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight hours off between shifts and at least 60 hours off for RDOs.

SECTION 3 – PICKS

Employees within a classification which has any combination of day, swing and/or graveyard shifts shall be entitled to select their worksite and shift by seniority in conjunction with Transit Operator picks.

SECTION 4 – VACATION SELECTION

A. Vacations may be split into periods of one or more full weeks when this can be arranged at no additional cost to METRO. An Employee may take his/her vacation in one day or one-hour increments. Requests for use of such vacation must be approved, in advance, by his/her immediate supervisor.

B. Vacations will be picked by seniority.

C. An Employee, who takes his/her vacation in two or more periods shall select the second period of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second selection; etc., until all periods of vacation have been selected.

D. The vacation pick shall be completed by November 15th each year. The vacation calendar shall remain posted and shall be kept current.

E. Any picked vacation period not used will be offered to other Employees by seniority in the same classification if METRO determines business reasons permit.

SECTION 5 – OVERTIME

A. All hours worked in excess of eight hours in the scheduled workday or work 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 of the classification for actual overtime hours worked.

B. Overtime on day shift extending into swing shift shall be paid with no hourly shift differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard shift differential.

SECTION 6 – SPECIAL ALLOWANCES

A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.

B. An Employee who has gone home after his/her regular shift, and who is called back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate. An Employee called in before his/her scheduled report time and in conjunction with his/her regular shift will be paid for actual hours worked.

C. Special Classifications Employees shall receive a straight-time premium for instructing individuals as follows:

1. One hour of pay at the Employee's current rate for four hours or less of instruction in one day.
2. Two hours of pay at the Employee's current rate for more than four hours of instruction in one day.

SECTION 7 – SPECIAL BENEFITS

A. Each Employee who is required to work in inclement weather will be provided the necessary foul weather gear which includes, but is not limited to, a rainset, hat and boots.

B. When an Employee is informed during his/her regular shift that overtime in excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a 30 minute unpaid meal period or a 15-minute paid break, upon request.

C. When an Employee is called in for emergency work two or more hours prior to the

1 start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute
2 paid break, upon request.

3 **SECTION 8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE**
4 **WORKER AND SUPPLY DISTRIBUTORS**

5 A. Two smocks or two coveralls will be made available to Information Distributors,
6 Transfer Room/Warehouse Workers and Supply Distributors.

7 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse
8 Worker and Supply Distributor with the necessary safety equipment, including but not limited to, an
9 abdominal belt, gloves and/or dust masks.

10 C. "Information Distributors" shall mean all Special Classifications Employees in the
11 classification of Information Distributor, whose historical and traditional work is the receipt,
12 warehousing, record keeping and distribution throughout the METRO service area of transit-related
13 items, principally informational or promotional materials and timetables. However, from time to
14 time individuals other than Information Distributors may need to pick up or drop off informational or
15 promotional materials and time-tables in small quantities.

16 D. Information Distributors' overtime shall be offered by seniority, on a rotating
17 basis, for extra work not assigned to an Employee.

18 E. METRO will reimburse each Information Distributor for telephone expenses
19 incurred as part of his/her duties.

20 **SECTION 9 – OPERATIONS SECURITY LIAISON**

21 A. Employees in this job classification will work 40 hours per week on a flexible
22 work schedule approved by their immediate supervisor.

23 B. Overtime at the rate of time and one-half will be paid for all hours worked in
24 excess of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at
25 midnight.

26 C. Future positions and vacancies in the Operations Security Liaison classification
27 will be offered to qualified Employees represented by the UNION who have been an FTO for a
28 minimum of three years.

D. If work is performed on a holiday, the Employee will not receive additional pay for such work beyond the Employee's regular weekly salary.

E. Sections 2 through 8 do not apply to the classification of Operations Security Liaison.

ARTICLE 21: CUSTOMER INFORMATION OFFICE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

"Customer Information Office Employees (CIO Employees)" shall mean all Employees in the following classifications:

- Assigned Customer Information Specialist (Assigned CIS)
- Customer Information Specialist (CIS)
- Senior Customer Information Specialist (including a.m. Senior, Weekend Senior and p.m. Senior) (Senior CIS)

SECTION 2 – GENERAL CONDITIONS

A. All routine update work dealing with information provided exclusively for, or historically in, the CIO shall be performed by CIO Employees as long as the information continues to be provided in the same manner.

B. Senior CIS, CIS and Assigned CIS shall be considered as one classification for the purposes of layoff.

C. The PARTIES agree to establish a joint Working Conditions Committee comprised of equal number of METRO-appointed and UNION-appointed Customer Communications and Services Office representatives. The purpose of this committee will be to improve working conditions and work processes in Customer Communications and Services. The committee will meet regularly and during the planning phase of any project that will impact working conditions. The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

SECTION 3 – WORK ASSIGNMENTS

A. The day shift shall be considered the first shift of the day; the swing shift will be considered the second; and the graveyard shift will be considered the third. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from

1 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

2 **B.** The workweek shall consist of five consecutive days, except when a CIO
3 Employee's pick makes this impossible. Each CIO Employee will be guaranteed eight hours pay for
4 each regular workday. Each shift will be completed within either a continuous nine-hour period that
5 will include an unpaid hour lunch and two paid fifteen minute breaks, a continuous eight and one-half
6 hour period that will include an unpaid one-half hour lunch and two paid 15-minute breaks.

7 Exceptions to this rule are:

8 • Graveyard shift, which shall be completed within a continuous eight-hour
9 period, so long as it is staffed by only one CIO Employee.

10 • Assigned Weekend shifts on Saturday or Sunday shall be completed within
11 either a continuous eleven-hour period that will include an unpaid hour lunch and two paid fifteen
12 minute breaks, or a continuous 10-1/2 hour period that will include an unpaid one half-hour lunch
13 break and two paid 15-minute rest breaks.

14 • A CIO Employee who picks a regular weekly schedule consisting of four
15 ten-hour shifts will be governed by the provisions in Article 13.

16 **C.** Shifts and RDOs shall be arranged so that each CIO Employee shall have at least
17 eight hours off between shifts and at least 60 hours off for RDOs; except that CISs, who select extra
18 positions, and Assigned CISs shall have at least 54 hours off for RDOs.

19 **D.** No more than 20% of all full-time CIS assignments shall be extra positions. A
20 CIS who selects an extra position shall be guaranteed eight hours pay each day.

21 **E.** Work schedules for extra person and Assigned CIS positions shall be posted on
22 Tuesday of the week prior to the effective date of the assignment.

23 **F.** No regular, full-time continuous shift in the CIO shall be split during the life of this
24 AGREEMENT. No full-time CIS will be required to accept assigned status. No Assigned CIS will
25 be required to accept a split shift without mutual agreement between the PARTIES.

26 METRO may create telecommuting shifts, which will be assigned and administered according
27 to the guidelines below, which have been mutually agreed by the PARTIES:

28 • Telecommuting shall be offered by mutual agreement between METRO and an

Employee.

- So long as there is mutual agreement between METRO and the Employee to telecommute, there shall be no limit on the number of telecommuting shifts that may be offered.

- Employees who select telecommuting shifts will be subject to current King County's Telecommuting Policy, # PER 18-4 (AEP) – Effective October 15, 2001, unless specifically modified by this agreement.

- Employees picking telecommuting shifts will be entitled to a minimum of one-hour of call back pay.

- In the event an Employee is denied or removed from telecommuting, the UNION will be notified and informed of the reason(s).

SECTION 4 – PICKS

A. Each CIS and Assigned CIS shall select, by seniority, a shift, assigned position or an extra position at each pick. Each CIS and Assigned CIS, who selects a shift, also will be entitled to select, by seniority, his/her two consecutive RDOs, breaks and lunch hours by seniority at the pick. Each CIS and Assigned CIS, who picks an extra position, will be assigned his/her two consecutive RDOs, breaks, and lunch hour.

B. Senior CISs in positions that have been designated by METRO as permanent assignments, shall not be subject to the pick.

C. Selection of shift and vacation for CISs and Senior CISs will be determined by seniority earned within the specific classification.

D. CIS picks will be scheduled in conjunction with Transit Operator picks. Copies of the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted and sent to the UNION at least two weeks prior to the date of the pick.

E. A UNION representative shall be present during pick.

F. No change or alteration to any shift which was picked shall be made during a shake-up without consent from the affected CIO Employee and the UNION.

G. Vacancies in the position of Senior CIS will be filled by a CIO Employee with at least two years of experience as a CIO Employee. When qualifications and experience are equal,

1 current continuous service as a CIS will be the determining factor.

2 H. All available acting weekend Senior CIS positions will be posted at the pick. Two
3 years experience as a CIO Employee is preferred. The acting weekend Senior CISs will be selected
4 by seniority on a rotating basis. Such acting assignments will last one shake-up.

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

10 J. No CIO Employee shall be compensated for time spent in the pick unless it is
11 during his/her regular work hours.

12 K. When a permanent vacancy occurs, CIO Employees working in such classification
13 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
14 shake-up.

15 L. When METRO determines that a CIO Employee will be unavailable for work for
16 an entire shake-up, for any reason, such CIO Employee shall not pick a shift. This provision shall
17 include any CIO Employee who is detailed or upgraded into job classifications other than his/her
18 own.

19 M. Once per year, there will be a move option, in seniority order, to vacant work
20 stations.

21 **SECTION 5 – VACATION SELECTION**

22 A. Vacations will be picked by seniority as outlined in this Section. Senior CISs will
23 pick from a separate vacation list.

24 B. The vacation pick shall be completed by November 15th each year. The vacation
25 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation
26 they are projected to have in their accrual bank at the beginning of the payroll year.

27 C. Vacations may be split into periods of one or more full weeks when this can be
28 arranged at no additional cost to METRO. A CIO Employee may elect to take 50% of his/her

1 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
2 advance by the immediate supervisor.

3 D. A CIO Employee who takes his/her vacation in two or more periods shall select
4 the second period of his/her vacation after all CIO Employees in his/her classification have made
5 their first selection; his/her third selection after all CIO Employees in his/her classification have made
6 their second selection; etc., until all periods of vacation have been selected.

7 E. At the vacation pick, a CIO Employee may select vacation combined with AC in
8 consecutive blocks. A CIO Employee may not pick AC unless it is accrued at the time of the
9 vacation pick.

10 F. Any picked vacation periods not used will be offered to other CIO Employees by
11 seniority in the same classification if METRO determines business reasons permit.

12 G. The Customer Information Office will maintain separate vacation lists for CISs
13 and Senior CISs. The vacation pick shall be completed by November 15th each year. At least two
14 weeks prior to each vacation pick, METRO will indicate the number of CISs and Senior CISs that
15 may be off from work on particular days. METRO and the UNION agree that both the CIS vacation
16 list and Senior CIS vacation list will each permit a minimum of one slot for each calendar day. The
17 number of Employees otherwise permitted to be on vacation at one time shall be regulated by
18 METRO.

19 **SECTION 6 – OVERTIME**

20 A. All hours worked in excess of eight hours in the scheduled workday or on a CIO
21 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
22 time rate of pay for actual overtime hours worked.

23 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
24 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
25 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
26 differential.

27 C. Overtime will be offered on a rotating basis from a CIO Employee overtime list. If
28 the list is exhausted or if no CIO Employee on the list is reasonably available, overtime will be

1 offered to eligible Pass Sales Office ("PSO") Employees by seniority on a rotating basis. If no PSO
2 Employee is reasonably available, METRO may assign overtime to CIO Employees by inverse
3 seniority.

4 **SECTION 7 – SPECIAL ALLOWANCES**

5 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
6 graveyard shift.

7 B. A CIO Employee, who has gone home after his/her regular shift, and who is called
8 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
9 A CIO Employee called in before his/her scheduled report time and in conjunction with his/her
10 regular shift will be paid for actual hours worked. An exception shall be telecommuters, who will be
11 guaranteed one hour of pay at the overtime rate.

12 C. CISs and Assigned CISs shall receive a straight-time premium for assignments
13 instructing another Employee as follows:

14 1. One hour of pay at the CIO Employee's current rate for four hours or less of
15 instruction in one day.

16 2. Two hours of pay at the CIO Employee's current rate for more than four
17 hours of instruction in one day.

18 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
19 out of classification work in the PSO.

20 E. CIS trainees will receive at least 50% of the current top step hourly wage for CISs
21 for actual hours worked until successfully completing training.

22 **SECTION 8 – SPECIAL BENEFITS**

23 A. When a CIO Employee is informed during his/her regular shifts that overtime in
24 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
25 30-minute unpaid meal period or a 15-minute paid break, upon request.

26 B. When a CIO Employee is called in for emergency work two or more hours prior to
27 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
28 paid break, upon request.

SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS

A. Each Assigned CIS shall receive his/her work assignments from METRO and may work less than an eight hour day and/or 40-hour workweek.

B. If the PARTIES agree to split shifts, up to one-third of Assigned CIS shifts may be split, with a maximum spread of 12-1/2 hours. The Assigned CIS will be paid at a rate equivalent to time and one-half for spread time in excess of 10-1/2 hours.

C. An Assigned CIS who is on active pay status at least 80 hours in one calendar month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are observed in the succeeding month. In addition, an Assigned CIS may be eligible for a personal holiday, as provided in Article 8, Section 5. An Assigned CIS who works less than 80 hours in one calendar month will not be eligible for holiday pay in the succeeding month. However, such Employee, who works on the day of observance of any of the holidays listed in Article 8, Section 4, will be paid at the overtime rate.

D. An Assigned CIS will accrue sick leave upon qualification.

E. Not more than 40% of all CIS positions shall be Assigned CISs.

F. METRO shall offer all new or vacant full-time CIS positions to qualified Assigned CISs. If no qualified Assigned CIS is available, METRO then shall offer the new or vacant CIS positions to qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned CIS positions to qualified PSO Employees. If there are no qualified PSO applicants, METRO may conduct an open and competitive recruitment to fill the vacancy. Seniority shall determine the order of selection after qualifications have been determined through appropriate criteria and testing methods as determined by METRO. METRO shall determine qualification criteria.

G. A Senior CIS shall notify CISs of infractions but will not issue discipline or perform formal performance evaluations of Employees.

H. Senior CISs may monitor CISs on an ongoing/rotating basis. An observation report will be placed in the CIO Employee's file only upon request of the Employee.

I. Vacancies in Senior CIS positions will be filled from qualified CIS applicants.

ARTICLE 22: SUPERVISORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A. A “First-Line Supervisor (Supervisor)” shall mean a person employed by METRO on a regular full-time continuing basis in any one of the following classifications:

- Base Dispatcher/Planner
- Communications Coordinator
- Schedule Maker
- Service Supervisor
- Transit Instructor

B. A “Supervisor-in-Training (SIT)” shall mean an Employee who is training to become a Supervisor.

SECTION 2 – MUTUAL RESPONSIBILITIES

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from Supervisors, is vested exclusively in METRO. This is limited only by the stated conditions in this Article. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

SECTION 3 – SUPERVISOR-IN-TRAINING

A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Candidates for these positions shall be selected from METRO FTOs, Rail Operators, Streetcar Operators, O & M Supervisors, and Rail Supervisors who were not previously Bus Supervisors. Candidates must have at least two and one-half years of full-time service in the five years preceding the closing date for applications. Interested Employees must formally apply through METRO’s Transit Human Resources Office within the specific time frame listed. Selection of SIT candidates shall be the sole responsibility of METRO. Candidates shall be selected in accordance with METRO’s Merit System on the basis of ability, training, education, experience and job performance, as determined by appropriate testing procedures and evaluations, which have been, and will continue to be, developed with input from the Supervisors. A Supervisor, selected by METRO

1 after consultation with the UNION, will be included in the SIT candidate selection process.

2 **B.** Successful candidates will be placed on a list by seniority. The SIT candidate list
3 will remain in effect until exhausted. Candidates must meet eligibility criteria used for the
4 recruitment process at the time of appointment or they will be removed from the list. Once removed
5 from the list, an Operator must wait until the next recruitment and reapply.

6 1. There will be three classifications of SIT First Line Supervisor: Service
7 Supervisor, Base Dispatcher/Planner, and Transit Instructor. As openings arise, SITs will be selected
8 in seniority order. Each SIT must accept an initial appointment from among the classification(s) then
9 available or they will be removed from the SIT program. The UNION will certify the seniority order
10 of the candidates.

11 2. When developed, SIT candidates will participate in a selection orientation
12 program. It will be designed to give candidates an understanding of the skills that will be required to
13 be successful in each classification.

14 3. The seniority date for SITs shall be determined by his/her entry date into
15 training for their first classification.

16 4. If any SITs remain on a SIT list when a new SIT list is created, they shall be
17 placed above all new SIT candidates.

18 5. The PARTIES agree to regularly discuss the progress of the SIT program
19 during First Line Supervisor LRMC meetings

20 **C.** SITs will be placed in that classification for a minimum of twelve months. Upon
21 appointment, an SIT shall be subject to a twelve - to - eighteen month probationary
22 period. An SIT removed from the program for failure to meet qualification standards will receive a
23 probation termination review.

24 1. During the twelve-month period, each SIT will be required to qualify in two
25 of the three following classifications: Base Dispatcher/Planner, Service Supervisor, and/or Transit
26 Instructor. Upon completion of training in any classification, the SIT or First Line Supervisor will
27 receive a performance evaluation. Upon completion of the 12 month SIT probation period and
28 qualification in two areas, the SIT will receive a formal review with METRO.

1 2. If an SIT fails to qualify in the first classification, his/her SIT probation
2 period shall be extended to eighteen months to support qualification in the remaining two
3 classifications. If an SIT fails to qualify in two classifications, s/he will be removed from the SIT
4 program. An SIT who is removed or withdraws from any of the required classifications during
5 training will be returned to their prior classification with no loss of seniority.

6 3. An SIT who fails his/her first classification will be returned to his/her
7 previous classification until the start of the next SIT training classification. An SIT who passes the
8 first classification but fails his/her second classification will be returned to the relief list of the
9 previous completed classification in seniority order until the start of the third SIT training
10 classification.

11 4. The SITs seniority date shall be the date of entry into the first successfully
12 completed classification.

13 5. Upon qualification and successful completion of the SIT probation period,
14 the SIT will become a First Line Supervisor and be eligible to pick at the next scheduled pick.

15 D. METRO will establish and publish standards for qualification and, with input from
16 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
17 any classification.

18 E. SIT candidates may be trained before an appointment is available. If such training
19 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT
20 probation requirement and will be credited day for day for purposes of leave accruals, salary step
21 placement and future salary step increases.

22 F. An SIT shall not formally train another SIT at any time.

23 G. An SIT, upon hire date, will receive a voucher for four pairs of uniform pants, six
24 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
25 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
26 allowance according to the provision in Section 10, Paragraph B.

27 H. An SIT may be assigned to work as Service Supervisor, Base Dispatcher/Planner,
28 or Transit Instructor shifts under direct supervision of a Supervisor.

1 I. Upon successful completion of training in a classification, the SIT may
2 independently work shifts in that classification.

3 J. Upon qualification in a classification, the SIT shall be placed at the bottom of the
4 relief list in that classification, in seniority order, for the remainder of the time s/he is assigned to that
5 classification. Upon qualification in both classifications, an SIT will be assigned work in either
6 classification, at METRO's discretion. When assigned to a relief list, the SIT's assignments will be
7 governed by the provisions of Section 6, Paragraphs E, F and G.

8 K. Upon qualification in a classification, and by mutual agreement between the
9 PARTIES, an SIT may be eligible to fill a vacant Supervisor position by seniority.

10 L. Upon qualification in a classification, an SIT will be eligible to bid on overtime in
11 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

12 M. Requests for vacation or other paid time off will be granted, as staffing levels
13 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
14 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
15 classification in which the SIT is being trained at the time of vacation.

16 N. The following provisions of this Article shall also apply to SITs: Section 6,
17 Paragraphs J and O; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

18 **SECTION 4 – PICKS**

19 A. In the spring and fall of each year, when a facility opens or closes, or when
20 mutually agreed by the PARTIES, all shifts or positions required in the job classifications of
21 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker (when
22 a Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph C), and Transit
23 Instructor, will be posted for a general pick. The two general picks will be held unless a special pick
24 has occurred or is scheduled to occur within 45 days of the general pick. Copies of schedules and
25 assignments to be picked will be posted at all work sites 14 days prior to the pick. METRO also will
26 issue each Supervisor, and the UNION, a copy of this information. After the posting, there will be a
27 review period in which changes may be made by METRO. No changes will be made five days prior
28 to the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will

1 occur between April 1 and April 15 and implementation of the fall pick will occur between October 1
2 and October 15.

3 **B.** Shifts will be classified as regular and relief. Supervisors will be permitted to
4 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
5 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
6 PARTIES.

7 **C.** Supervisors who have not worked in a classification for twelve months may
8 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
9 be considered permanently qualified unless mutually agreed by the PARTIES.

10 **D.** A Supervisor may report to the pick room no earlier than 20 minutes prior to
11 his/her pick time to examine available work assignments.

12 **E.** A Supervisor who does not attend the pick must leave, with the UNION, at least
13 four choices of assignments in order of preference. Failure to do so will result in the UNION
14 representative making every effort to select an assignment comparable to the assignment last selected
15 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
16 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
17 working hours.

18 **F.** UNION representation for the Supervisors shall be present during the pick.

19 **G.** All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
20 significant duties, RDOs, or job classification changed during a shake-up without approval of the
21 affected Supervisor(s) and the UNION.

22 **H.** At each pick, Supervisors may volunteer in writing to work overtime.

23 **I.** There will be no restriction, except as provided elsewhere in this Article, on the
24 number of Supervisors picking in or out of a particular classification except that the number of
25 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years,
26 picking into the Transit Instructor, or Communications Coordinator classifications will be limited to
27 two in each classification. However, the unit supervisor may exceed this number at his/her
28 discretion. For picks due to the opening or closing of a facility, or changes in facility hours,

1 nonqualified Supervisors will not be allowed to pick into the Transit Instructor, Schedule Maker or
2 Communications Coordinator classifications without prior approval of the unit supervisor.

3 **J.** If a sufficient number of qualified Supervisors do not voluntarily pick into a
4 particular classification, Supervisors who are currently qualified in that classification will be
5 required, in inverse order of seniority, to pick shifts in that classification. When a Supervisor is
6 forced into a classification because of the language in this Paragraph, there will be a re-pick for all
7 Supervisors with less seniority than the Supervisor who is being forced.

8 **K.** If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor or
9 Communications Coordinator classification and fails to qualify, his/her vacant shift will be filled by
10 the next most senior Supervisor who desires it, who will be inserted into the section in seniority
11 order. There will be a repick of assignments within the section, starting with the inserted Supervisor.
12 The Supervisor who fails to qualify will fill the resulting vacancy if s/he is qualified to do so. If not,
13 this process will be repeated until there is a vacancy in a classification in which s/he is qualified.
14 S/he may repick the classification in which s/he failed to qualify after a period of two years or with
15 the approval of the unit supervisor.

16 **L.** To be considered qualified as a Communications Coordinator, a Supervisor must
17 successfully complete a qualification process consisting of a training period and two weeks of
18 independent performance of the duties of the position. METRO will determine qualification based on
19 job performance. Supervisors who fail to qualify in this classification will not participate in the
20 qualification process for a period of two years without permission of the unit supervisor.

21 **M.** In order for a Supervisor to pick the Service Quality or Training Sections or to be
22 on an overtime list in either classification, the Supervisor must have a valid CDL with required
23 endorsement, medical certification or waiver of certification at the time of the pick. Licenses,
24 waivers and endorsements will be checked at the pick.

25 **N.** A Supervisor picking the Transit Instructor classification will pick his/her work
26 location by seniority.

27 **O.** All block assignments shall have ten hours off between consecutive day's
28 assignments except that in one instance per week per blocked assignment, there may be a minimum

1 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
2 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
3 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
4 assignments shall select one set of the same posted assignment for two consecutive days, a different
5 set of the same posted assignment for another two consecutive days, and a third posted assignment
6 for a single day. Supervisors' selection of blocks may require inclusion of a one-day floating
7 assignment. Should either PARTY be adversely affected by this Paragraph, the PARTIES agree to
8 meet and negotiate necessary changes.

9 P. Pick will be governed by the provisions of this Section and by guidelines mutually
10 developed and agreed by the PARTIES.

11 **SECTION 5 – MOVE-UPS**

12 A. When a permanent vacancy occurs during a shake-up in any Supervisor
13 classification, a system-wide seniority move-up will be held by the UNION as soon as possible.
14 Remaining vacant assignments may be offered in seniority order to SITs who are qualified in two
15 areas and qualified in the open area. If there is a remaining vacancy in the Communications
16 Coordinator or Transit Instructor classification not filled by a move-up, METRO may fill the vacancy
17 with the lowest seniority Supervisor who is qualified in the classification and who is not already
18 assigned to the Communications Coordinator or Transit Instructor classification. Once a Supervisor
19 is forced into the classification because of the language of this Paragraph, shifts will be picked by
20 seniority starting with the forced Supervisor.

21 B. Move-ups may not be requested during the last eight weeks of the current shake-
22 up.

23 C. A Supervisor qualifying in the Communications Coordinator or Transit Instructor
24 classification may participate in move-ups; but s/he will not move into the new assignment until s/he
25 has completed or been released from the training requirement.

26 **SECTION 6 – WORK ASSIGNMENTS**

27 A. All job classifications except for Transit Instructor, SIT and Schedule Maker shall
28 have regular shifts and relief shifts. All shifts will be available for pick according to the pick

1 guidelines.

2 **B.** All assignments in the classification of Schedule Maker and Transit Instructor shall
3 be completed within a continuous eight hour period, unless the assignment is designated for an
4 unpaid 30-minute lunch break.

5 **C.** All Base Dispatcher/Planner shifts shall be straight through, unless mutually
6 agreed by the PARTIES. Communications Coordinator assignments shall have no more than one
7 split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service
8 Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-
9 through on nights (any shift completed after 8:00 p.m.), weekends and holidays when Sunday
10 schedules are operating. Relief Supervisors in the Service Quality Section shall be guaranteed 70%
11 straight-through shifts on weekdays, unless waived by the Relief Supervisor, and 100% straight-
12 through on nights, weekends and holidays when Sunday schedules are operating. Temporary split
13 extra assignments may be assigned to the relief list, however, a Relief Supervisor cannot be required
14 to work a split extra assignment for more than two consecutive weeks.

15 **D.** Regular shifts shall consist of five consecutive days of work within a specific
16 classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall
17 be two consecutive days. 4/40 shifts shall consist of four consecutive days of work within a specific
18 classification, with each workday guaranteed ten hours. All regular shifts in the classifications of
19 Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will be assigned in
20 their entirety unless otherwise approved by the unit supervisor. When a shift is cancelled, the unit
21 supervisor will notify the UNION.

22 **E.** Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-
23 hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each
24 pay period for the following pay period. There will be two consecutive RDOs for each 40-hour
25 week, except for Relief Supervisors with Friday and Saturday RDO combinations switching to
26 another RDO combination or vice versa. RDOs will not be changed or cancelled without the consent
27 of the affected Supervisor, except in an emergency. The RDOs for Relief Supervisors may change
28 each pay period as a result of the availability of assignments.

1 **F.** Prior to the end of each pay period, each Relief Supervisor will pick his/her
2 assignment for the next pay period from the known available assignments and available RDOs, by
3 seniority. Assignments with four or five days of the same shift number available in one pay week
4 (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week will be
5 picked separately. Assignments selected the first week will not affect selections in the second week,
6 except where minimum time off between shifts and/or 54 hours off for RDOs would be
7 compromised. Block assignments may be broken up with shifts selected individually by the Relief
8 Supervisor.

9 **G.** If there are not enough work assignments for all Relief Supervisors to choose
10 from, extra assignments may be created. METRO may change a Relief 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 Supervisor's extra assignment, except as provided in Paragraph J. In an emergency, or
13 with the Relief Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more
14 than four hours and with less than twelve hours notice. Relief Supervisors who have picked extra
15 assignments must check in between twelve and eight hours prior to the scheduled start of the extra
16 assignment to find out if there is a change.

17 **H.** METRO may post assignments that may be open for more than two weeks for
18 selection by Relief Supervisors within the work unit. Vacant assignments may be posted until filled
19 by a move-up.

20 **I.** Scheduled Transit Instructor work will be selected by seniority by qualified Transit
21 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested
22 change is approved by the unit supervisor. METRO may modify a Transit Instructor's work
23 assignments to meet training needs. To balance workload, METRO may require one or more Transit
24 Instructors from one worksite to work at a different worksite. Such assignments will be made to
25 qualified Transit Instructors in inverse seniority, unless a more senior, qualified Transit Instructor
26 volunteers for the assignment.

27 **J.** All Supervisors shall have at least 54 hours scheduled off for their two consecutive
28 RDOs.

1 **K.** METRO will determine the number of relief shifts in each classification, but the
2 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all
3 shifts in that classification; however, not less than three at METRO's option.

4 **L.** METRO agrees to assign all special assignments, tasks and projects by giving
5 equal consideration to the Supervisor's education, ability and experience as it applies to each
6 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply;
7 and selection shall be based on the above criteria if the special assignment, task or project is to exist
8 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
9 assignment, task or project will be rotated among those Supervisors who applied and who meet the
10 above criteria, provided the rotation does not result in project delay. METRO also recognizes the
11 need for ongoing optional training programs which will allow Supervisors to become better qualified
12 for their present work assignments or for advancement.

13 **M.** Any work that has been historically or traditionally performed by Supervisors will
14 not be performed by any other individual.

15 **N.** On a holiday when METRO operates a Sunday schedule, Base Operations Utility
16 and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
17 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each
18 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled
19 Supervisor for that shift will be off with holiday pay. If a Utility or Planner/Utility shift is not
20 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift
21 or taking the day off with holiday pay. If the regularly scheduled Supervisor chooses not to work that
22 shift, the shift will be filled by the normal Relief Supervisor assignment process, then through the
23 overtime assignment processes.

24 **O.** When a shift remains unfilled within one hour of the start time of the shift and
25 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
26 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
27 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
28 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,

1 Supervisor qualification, business requirements and the Supervisor's desire to change work
2 assignments.

3 P. METRO may require up to four Supervisors to train in each of the Communication
4 Coordinator and Transit Instructor classifications during each shake-up. Volunteers, in seniority
5 order, will be selected for the training. If there are not enough volunteers to fill designated training
6 requirements, Supervisors may be required to train. If a Supervisor is required to train as a
7 Communications Coordinator, s/he will be selected in inverse seniority order from Supervisors who
8 have three or more years of seniority and who have not had a previous opportunity to train as a
9 Communications Coordinator. If a Supervisor is required to train as a Transit Instructor, s/he will be
10 selected in inverse seniority order from Supervisors who have not had a previous opportunity to train
11 as a Transit Instructor. A Supervisor who fails to qualify will return to his/her picked assignment.
12 For the purpose of this Paragraph, years of seniority will be calculated from the date of appointment
13 as an SIT and adjusted day-for-day for any time spent in excess of 90 consecutive calendar days on
14 either military leave (unless required otherwise by law) and/or in a layoff status.

15 **SECTION 7 – SPECIAL ALLOWANCES**

16 A. Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one
17 workday, providing that premium time is not already being paid, in which case spread time will be
18 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread
19 assignment.

20 B. Any Supervisor qualified, as described below, in two or more classifications will
21 receive a 5% pay premium added to his/her wage rate as a Supervisor

22 1. Supervisors receiving the 5% pay premium (differential) in the
23 Communications Coordinator or Dispatcher/Planner classification on the date of UNION ratification
24 of the 2016-2019 CBA between the PARTIES shall be considered "grandfathered" for purposes of
25 receiving the pay premium in the same manner as previously earned. Grandfathered First Line
26 Supervisors shall continue receiving the 5% for as long as they remain in the same classification they
27 held on the date of UNION ratification described above. Grandfathered Supervisors that pick out,
28 (but not those who are forced to pick out) of the Communications Coordinator or Dispatcher/Planner

1 classifications shall permanently lose their grandfathering. A grandfathered Supervisor may
 2 voluntarily, and irrevocably, waive his or her grandfathering so that the terms of the CBA apply to
 3 him or her fully.

4 2. A Supervisor shall be eligible for the 5% pay premium if s/he is qualified in
 5 two or more classifications over the last 36 months, going back no farther than Spring shake-up 2016
 6 for the Dispatch/Planner classification. Employees can qualify in one of four ways, as follows:

- 7 a. Training and qualification in a classification.
- 8 b. Work in a classification during a shake-up.
- 9 c. Pass a Refresher class for a classification and work two shifts in that
 10 classification.
- 11 d. When requested by a First Line Supervisor, METRO has 30 (thirty)
 12 days to provide the refresher course.

13 C. A Supervisor shall receive two hours straight-time pay for each shift during which
 14 s/he instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or retraining
 15 for which METRO requires a written evaluation. This pay will be contingent on the completion of an
 16 evaluation of the trainee's performance.

17 **SECTION 8 – OVERTIME**

18 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
 19 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

20 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
 21 pay of four hours. No Supervisor will be required to work on his/her RDO except in an extreme
 22 emergency.

23 C. All overtime will be assigned according to guidelines mutually developed and
 24 agreed by the PARTIES.

25 D. Posted special event assignments will be available for pick by those Supervisors
 26 selecting either the Service Supervisor or Communications Coordinator classifications. These
 27 assignments will be known as future overtime and will be credited to the Supervisor in advance and
 28 combined with hours actually worked.

SECTION 9 – VACATION SELECTION

The selection of vacation will follow those guidelines set for vacation selection and accrual in Article 9 with the following exceptions:

A. At the spring pick, Supervisors will select vacations in increments of no less than five days, in order of Supervisor seniority in each classification. After all first choices are filled by seniority, second, third, fourth and fifth choices will be selected in that order by seniority within each classification. Appropriately accrued vacation will be used in the selection of these periods.

Supervisors shall use the same Vacation Period Table as Transit Operators.

B. At the fall pick, if a Supervisor picks into a classification, listed in Section 1, other than the one for which s/he has selected his/her fall vacation, and his/her fall vacation period is full in the newly picked classification, s/he may not bump a person with lower seniority who has already selected that period in that classification. Such Supervisor will select another vacation period from the remaining periods in the new classification. Appropriately accrued vacation will be used in the selection periods.

C. The number of Supervisors within a classification allowed on vacation during the same period shall be at least 14% of the number of Supervisors in that classification, including SITs projected to be in the classification on June 30. However, during FTO pick, the minimum number of Base Dispatcher/Planners allowed on vacation shall be reduced by two except during the August FTO pick when it will be reduced by one. Qualified Relief Supervisors and/or one-third of all Transit Instructors may be required to work in other classifications to fill vacation reliefs, by inverse seniority.

D. A Supervisor may use his/her current vacation accrual in single-day increments with the approval of his/her immediate supervisor.

SECTION 10 – SPECIAL BENEFITS

A. Upon the approval of the unit supervisor, at least one Supervisor per day in each classification shall be allowed to use a personal holiday.

B. Annually, on the fourth Monday in January, a uniform allowance payable by voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year

1 shall be available for each Supervisor. The maximum uniform allowance balance which may be
2 carried over into the next year is twenty times the top step of the Service Supervisor wage rate in
3 effect on January 1. The uniform voucher may be used only to purchase authorized uniform items.
4 When a Supervisor needs to replace his/her all-weather parka or jacket due to normal wear and tear,
5 METRO will issue a voucher for its replacement. In addition to the above allowances, a Supervisor
6 may be reimbursed once each calendar year for one pair of personal work shoes costing up to an
7 amount of six times the top step of the Base Dispatcher/Planner wage. To receive reimbursement the
8 shoes must meet the current standards of uniform footwear for Supervisors.

9 1. A Supervisors' Uniform Committee shall be appointed to maintain or
10 modify all Supervisors' clothing and appearance standards.

11 2. All necessary safety and foul weather gear will be provided by METRO.

12 **SECTION 11 – GENERAL**

13 A. All Supervisors working in the classifications of Transit Instructor,
14 Communications Coordinator, Service Supervisor and SIT will receive hands-on orientation on all
15 coach or coach-related equipment within 90 days of its use in service. Those Supervisors who are
16 directly involved in the operation/service of the special equipment will receive orientation or training
17 on such equipment.

18 B. It is METRO's responsibility that all Supervisors will be trained and certification
19 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
20 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

21 C. The PARTIES will establish a Supervisors Labor-Management Relations
22 Committee for the purpose of exploring and responding to issues of mutual concern to METRO and
23 the Supervisors.

24 D. METRO and the Supervisors will develop a complete written description of the
25 duties and responsibilities of each shift, to be made available at each pick.

26 E. For all classifications as set forth in Section 1: there will be a minimum of at least
27 one Supervisor allowed to have time off through day off book procedures in each classification, and
28 METRO will accommodate Supervisor requests consistent with daily staffing requirements. Day off

book procedures will be consistent in all classifications. Requests for AC days may not be entered into the day off book more than one calendar month in advance of the day(s) off desired.

ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS

SECTION 1 – DEFINITION OF EMPLOYEES

- Operations Support System (OSS) Coordinator
- Scheduling Technical Information Processing Specialist III
- Senior Schedule Planner
- Transit Information Planner

SECTION 2 – GENERAL CONDITIONS

A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators are presently classified as salaried Employees and as such may work flexible schedules. The decision of whether to classify Employees as FLSA-exempt is solely within the discretion of King County. Should King County change the salaried status of Employees under this Article, it shall negotiate the effects of this change with the UNION. An Employee may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her unit supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days executive leave annually, to be administered according to King County policy.

B. When there is a regular vacancy in the Senior Schedule Planner classification, it will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the vacancy based on seniority, work knowledge and work performance. The remaining vacant assignment will be subject to recruitment and will be filled by a Bus Supervisor, Rail Supervisor or O&M Supervisor who has previous Bus Supervisor seniority or an OSS Coordinator, based on merit. If no Bus Supervisor, Rail Supervisor, or O&M Supervisor who has previous Bus Supervisor Seniority or OSS Coordinator applies during a recruitment to fill a regular vacancy, METRO may then recruit for and select from other qualified Employees.

C. At every regular Supervisor pick, one Senior Schedule Planner position will be

1 used for training. METRO will solicit letters of interest from Bus Supervisors, Rail Supervisors and
2 an O&M Supervisor who has previous Bus Supervisor seniority and OSS Coordinators to temporarily
3 fill this Senior Schedule Planner position. The Senior Schedule Planner position is intended to
4 provide Supervisors or OSS Coordinators with training opportunities in the Schedule Unit. If there
5 are multiple candidates for this training position, METRO will make a selection using a merit-based
6 selection process. If there are no applicants for this training position, the position will be filled as a
7 Schedule Maker position and posted no later than six days prior to Supervisor pick, in accordance
8 with Supervisor pick guidelines. In order to provide for an orderly transition, there will be a brief
9 period of overlap between the Supervisor completing his/her training period and the next Supervisor
10 selected to begin his/her training, in order for the new trainee to become qualified.

11 D. When there is a regular vacancy in the OSS Coordinator classification it will be
12 filled by a Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor
13 experience or a Senior Schedule Planner. METRO will use a merit-based selection process to
14 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
15 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select
16 from qualified Employees.

17 E. When an OSS Coordinator is required to work on a holiday, s/he will have another
18 day off with pay on a day mutually agreed by the Employee and his/her unit supervisor.

19 F. Employees listed in Section 1 will receive a second personal holiday to be used in
20 the payroll year in lieu of the holiday for Lincoln's Birthday specified in Article 8, Section 4. The
21 use of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

22 **SECTION 3 – USE OF CONSULTANTS TO CONDUCT CONFIDENTIAL ANALYSIS**

23 A. METRO may engage outside consultants to conduct confidential
24 scheduling/HASTUS-related analysis when such work will be used to support collective bargaining
25 negotiations or for lawsuit purposes.

26 B. "Confidential" analysis shall mean analysis performed on behalf of the Employer
27 in preparation for collective bargaining or in connection with litigation.

28 C. If King County has not presented the contractor's analysis during the course of

collective bargaining or during a lawsuit, the UNION may request the results of the analysis after bargaining or the lawsuit is concluded, provided that attorney-client communications and work product are protected from disclosure.

D. METRO agrees that the Scheduling Supervisor will inform the Senior Schedule Planners that a consultant has been engaged.

E. This agreement does not change the role of Senior Schedule Planners in analyzing, developing and creating schedules for METRO service.

F. This AGREEMENT does not bar METRO from using Senior Schedule Planners from performing analysis relating to collective bargaining or lawsuits.

ARTICLE 24: PASS SALES OFFICE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Pass Sales Office (PSO) Employees” shall mean all Employees in the following classifications:

- Assigned Pass Sales Representative (Assigned PSR)
- Pass Sales Representative (PSR)
- Senior Accounting Representative

SECTION 2 – GENERAL CONDITIONS

A. An operations manual for each area of PSO will specify applicable policies and procedures. Such policies and procedures shall not conflict with the provisions of this AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete, updated manual will be available to all PSO Employees.

B. The PARTIES agree to establish a Joint Working Conditions Committee comprised of equal numbers of METRO management and UNION-appointed Customer Communications and Services representatives. The purpose of this committee will be to improve working conditions and work processes in Customer Communications and Services. The committee will meet regularly and during the planning phase of any project that will impact working conditions. The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

SECTION 3 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee's pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular workday. Each shift, except where modified by historical practice, will be completed within either a continuous nine hour period with an unpaid one-hour lunch period and will include two paid fifteen minute breaks, or a continuous eight and one-half hour period and will include an unpaid one-half hour lunch and two paid 15-minute breaks.

B. The graveyard shift shall be considered the first shift of the day; the day shift shall be considered the second; and the swing shift shall be considered the third. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight hours off between shifts and at least 60 hours off for RDOs.

SECTION 4 – PICKS

A. Each PSR will select his/her position at a time scheduled in conjunction with Transit Operator picks. Positions at the Sales Counter, Metro Customer Stop, ORCA-To-Go and ORCA Mail Center will be available for pick. At pick a volunteer list for qualified PSRs will be posted for backfill purposes for short term vacancies.

B. During his/her probationary period, each PSR will receive training in each of the following areas: Sales Counter or Metro Customer Stop, ORCA-To-Go and ORCA Mail Center. A PSR will not participate in the pick until his/her training period is completed and s/he is qualified in all work areas. A PSR trainee who completes his/her training and is qualified in all work areas will pick a vacant position by seniority for the remainder of the current shake-up.

C. Copies of the proposed pick schedules and shifts will be posted for review 21 calendar days prior to the start of the pick. Changes in the posting may not be made less than five days prior to the pick.

D. A UNION representative shall be present during the pick.

E. A PSR who is unable to attend the pick may leave an absentee pick form indicating

1 his/her work preferences with the UNION. Failure to do so will result in the UNION representative
2 picking an assignment for the Employee. The UNION representative will make an effort to select an
3 assignment comparable to the assignment last selected at pick. Selections made by the UNION will
4 not be subject to the grievance/arbitration procedure. Employees shall not be compensated for time
5 spent in the selection process, unless it is during their regular work hours.

6 **F.** When METRO determines that a PSO Employee will be unavailable for work for
7 an entire shake-up, for any reason, that PSO Employee shall not pick a shift. This provision shall
8 include PSO Employees who are detailed or upgraded into job classifications other than their own.

9 ***SECTION 5 – FILLING VACANCIES***

10 **A.** A “short term vacancy” shall mean a vacancy lasting for five or fewer working
11 days. A “temporary vacancy” shall mean a vacancy lasting for more than five working days. A
12 “permanent vacancy” shall mean a vacancy for which there is a hiring process.

13 **B.** At pick, PSRs qualified in all PSO work areas will have the opportunity to be on a
14 volunteer list for backfill of short term vacancies. If there are no volunteers available, such work will
15 be assigned by inverse seniority on a rotating basis. A record of the rotating inverse seniority list
16 shall be posted and kept updated.

17 **C.** If a temporary vacancy is to be filled, it shall be filled by detail assignment. PSO
18 Employees who are qualified and willing to do the work shall be given first consideration. Seniority,
19 workload and staffing needs shall be the determining factors in filling the position. If no PSO
20 Employee volunteers are available, the position will first be assigned to PSO Employees by inverse
21 seniority on a rotating basis, then to qualified volunteers from the CIO. If no qualified Employees are
22 reasonably available, outside help will be used. The UNION will be advised when outside help is
23 called.

24 **D.** METRO shall offer all new or vacant full-time PSR positions to qualified
25 Assigned PSRs. If no qualified Assigned PSR is available, METRO then shall offer the new or
26 vacant PSR positions to qualified CIO Employees. Likewise, METRO shall offer all new or vacant
27 Assigned PSR positions to qualified CIO Employees. Seniority shall determine the order of selection
28 after qualifications have been determined through appropriate criteria and testing methods as defined

1 by METRO. METRO shall determine qualification criteria. If there are no qualified CIO applicants,
2 METRO may conduct an open and competitive recruitment to fill the vacancy.

3 E. When a permanent vacancy occurs, PSO Employees working in such classification
4 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
5 shake-up.

6 **SECTION 6 – OVERTIME**

7 A. Overtime in each job classification will be offered by seniority on a rotating basis
8 from an Employee overtime list. If no Employee in the job classification is available, overtime will
9 be offered to eligible PSO Employees by seniority on a rotating basis. If no PSO Employee is
10 reasonably available, overtime will be offered to eligible CIO Employees. If no CIO Employee is
11 reasonably available, METRO may assign overtime to PSO Employees by inverse seniority or on a
12 rotating basis.

13 B. All hours worked in excess of eight hours in the scheduled workday or work on a
14 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
15 straight-time rate of pay of the classification for actual overtime hours worked.

16 C. Overtime on day shift extending into swing shift shall be paid with no hourly shift
17 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
18 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
19 differential.

20 **SECTION 7 – SPECIAL ALLOWANCES**

21 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
22 graveyard shift.

23 B. A PSO Employee who has gone home after his/her regular shift, and who is called
24 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
25 A PSO Employee called in before his/her scheduled report time and in conjunction with his/her
26 regular shift will be paid for actual hours worked.

27 C. PSRs and Assigned PSRs shall receive a straight-time premium for instructing
28 individuals as follows:

1 1. One hour of pay at the PSO Employee's current rate for four hours or less
2 of instruction in one day.

3 2. Two hours of pay at the PSO Employee's current rate for more than four
4 hours of instruction in one day.

5 D. PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour
6 for out of classification work in the CIO.

7 **SECTION 8 – SPECIAL BENEFITS**

8 A. When a PSO Employee is informed during his/her regular shift that overtime in
9 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
10 30-minute unpaid meal period or a 15-minute paid break, upon request.

11 B. When a PSO Employee is called in for emergency work two or more hours prior to
12 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
13 paid break, upon request.

14 C. Each PSO Employee required to work in a transit center or at a satellite customer
15 stop will be provided with a telephone.

16 D. METRO shall maintain a silent alarm system at all METRO-operated PSO
17 counters.

18 **SECTION 9 – VACATION SELECTION**

19 A. Vacations will be picked by seniority as outlined in this Section. Senior
20 Accounting Representatives and Pass Sales Representatives will pick from a separate vacation list.

21 B. The vacation pick shall be completed by November 15th each year. The vacation
22 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation
23 they are projected to have in their accrual bank at the beginning of the payroll year.

24 C. Vacations may be split into periods of one or more full weeks when this can be
25 arranged at no additional cost to METRO. A PSO Employee may elect to take 50% of his/her
26 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
27 advance by the immediate supervisor.

28 D. A PSO Employee who takes his/her vacation in two or more periods shall select

1 the second period of his/her vacation after all PSO Employees in his/her classification have made
2 their first selection; his/her third selection after all PSO Employees in his/her classification have
3 made their second selection; etc., until all periods of vacation have been selected.

4 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
5 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the
6 vacation pick.

7 F. Any picked vacation periods not used will be offered to other PSO Employees by
8 seniority in the same classification if METRO determines business reasons permit.

9 G. The Pass Sales Office will maintain separate vacation lists for PSRs and Senior
10 Account Representatives. The vacation pick shall be completed by November 15th each year. At
11 least two weeks prior to each vacation pick, METRO will indicate the number of PSRs and Senior
12 Account Representatives that may be off from work on particular days. METRO and the UNION
13 agree that both the PSR vacation list and Senior Account Representative vacation list will each permit
14 a minimum of one slot for each calendar day. The number of Employees otherwise permitted to be
15 on vacation at one time shall be regulated by METRO.

16 ***SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING***
17 ***REPRESENTATIVES***

18 A. Each Assigned PSR shall receive his/her work assignments from METRO and may
19 work less than an eight-hour day and/or 40-hour workweek.

20 B. No regular, full-time, continuous shift in the PSO shall be split during the life of
21 this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR will be
22 required to accept a split shift without mutual agreement between the PARTIES.

23 C. An Assigned PSR, who is on active pay status at least 80 hours in one calendar
24 month, also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which
25 are observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
26 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
27 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR
28 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid

1 at the overtime rate.

2 D. An Assigned PSR will accrue sick leave upon qualification.

3 E. Not more than 25% of all PSO positions shall be Assigned PSRs.

4 F. If the PARTIES agree to split shifts, up to one-third of Assigned PSR shifts may be
5 split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate equivalent to
6 time and one-half for spread time in excess of 10-1/2 hours.

7 G. Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
8 infractions but will not issue discipline or perform formal performance evaluations of PSO
9 Employees.

10 H. Vacancies in the position of Senior Accounting Representative will be filled by a
11 PSO Employee with at least two years of experience as a PSR. When qualifications and experience
12 are equal, continuous service as a PSR will be the determining factor.

13 **ARTICLE 25: TEMPORARY EMPLOYEES**

14 ***SECTION 1 – DEFINITION***

15 A. "Temporary Employee" shall mean a person who is employed for a period of time
16 not to exceed 1040 hours in a rolling twelve-month period. However, Temporary Employees may be
17 used for a maximum period of 2080 hours in a rolling twelve-month period if mutually agreed by the
18 PARTIES.

19 B. "Project Temporary Employee" shall mean a person who is employed for a period
20 of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed the
21 duration of the project, the duration of a backfill for another Employee, or two years, whichever
22 comes first.

23 C. Employees covered by this Article:

24 1. Will not be used to fill regular, Career Service positions until after the
25 process provided in Article 3, Section 13 has been completed.

26 2. Do not become Career Service Employees and must be immediately
27 separated if their employment exceeds the limits established above; otherwise, a contract violation
28 has occurred.

1 3. Shall be considered probationary Employees for the duration of their
2 employment, whose instances of discharge will be covered by Article 4.9.

3 4. Are not subject to the layoff and recall provisions of the AGREEMENT.

4 5. Will be assigned to work locations, shifts, and regular days off by METRO.

5 6. Will either be provided with those tools necessary to perform their jobs, or
6 will receive one-third of the applicable tool allowance in effect at the time for the classification.

7 D. Positions filled by Employees covered by this Article will not be part of the regular
8 pick process for regular Employees.

9 E. METRO and the UNION will periodically meet to discuss the use of Employees
10 under this Article and whether the work should properly be performed by other Employees.
11 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would
12 employ a substantial number of Employees under this article.

13 **SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE**

14 A. A Temporary Employee or Project Temporary Employee who is selected by
15 METRO for a permanent position in the same classification shall serve a six-month probationary
16 period; however, if the Employee has 90 or more days of continuous temporary employment in the
17 classification at the time of selection, the probationary period shall be reduced to three months and
18 s/he will receive a seniority date, vacation service credits and wage progression which reflects his/her
19 continuous service.

20 B. A Temporary Employee or Project Temporary Employee who is separated from
21 METRO and rehired as a permanent Employee within 30 days will not receive seniority or vacation
22 service credits. However, such Employee rehired within a year will receive wage progression credit
23 for time served as a Temporary Employee or Project Temporary Employee.

24 **SECTION 3 – WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES**

25 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
26 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
27 after working more than eight hours in one day, 40 straight-time hours in one workweek, or for hours
28 worked on holidays.

1 B. A Temporary Employee who has less than 60 days of service is not eligible for any
2 Employee benefits.

3 C. A Temporary Employee who is employed for 60 days or longer continuous service
4 and who works full-time shall be eligible, beginning the first of the month following the 60-day
5 anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.

6 D. A Temporary Employee whose employment is extended beyond 1,040 hours in a
7 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
8 start dates of benefits).

9 ***SECTION 4 – WAGES AND BENEFITS FOR PROJECT TEMPORARY EMPLOYEES***

10 A. Project Temporary Employees will have seniority only within a group of Project
11 Temporary Employees in the same classification for picking vacation, overtime opportunities, and for
12 forced overtime.

13 B. A Project Temporary Employee may serve as a lead for other Temporary
14 Employees or Project Temporary Employees. Selection for such lead positions shall be based on
15 merit.

16 C. When METRO needs to separate one or more Project Temporary Employees, it
17 will do so in inverse seniority order, unless METRO identifies an operational reason to change that
18 order. METRO will provide the plan for the order of separation to the UNION prior to providing
19 formal notice to the Employees.

20 D. A Project Temporary Employee is eligible for benefits from the date of hire (based
21 on established start dates).

22 **ARTICLE 26: MODIFICATION PROVISION AND SAVINGS CLAUSE**

23 ***SECTION 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 2 – SAVINGS CLAUSE***

Should any provision of this AGREEMENT be rendered or declared invalid because of any

1 existing or subsequent legislation or by any court decision, the remaining provisions of this
2 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
3 to renegotiate such invalidated provisions to comply with the law.
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1 **ARTICLE 27: TERM OF AGREEMENT**

2 This AGREEMENT shall become effective November 1, 2016, and shall remain in full force
3 and effect until October 31, 2019. Not later than August 1, 2019, either PARTY wishing to modify
4 the terms of this AGREEMENT shall notify the other PARTY in writing setting forth their proposal
5 for modification.

6
7 APPROVED this 27 day of SEPTEMBER, 2017.

8
9
10
11 By: 
12 King County Executive

13
14
15
16 AMALGAMATED TRANSIT UNION
17 LOCAL 587


18 
19 Michael Shea
20 President/Business Representative
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EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE	11/01/2016 +2.00%	11/01/2017 +3.00%	11/01/2018 +4.00%
Operators			
Transit Operator	\$32.12	\$33.08	\$34.40
Full-Time Transit Operator Trainee (50% of Top Step Transit Operator)	\$16.06	\$16.54	\$17.20
Vehicle Maintenance			
Assistant Utility Service Worker	\$19.45	\$20.03	\$20.83
Electronic Technician	\$36.76	\$37.86	\$39.37
Equipment Dispatcher	\$31.77	\$32.72	\$34.03
Equipment Painter	\$36.76	\$37.86	\$39.37
Equipment Service Worker - Stores Driver	\$29.84	\$30.74	\$31.97
Equipment Service Worker	\$29.84	\$30.74	\$31.97
*Lead Electronic Technician	\$40.44	\$41.65	\$43.31
*Lead Equipment Painter	\$40.44	\$41.65	\$43.31
*Lead Equipment Service Worker	\$32.82	\$33.81	\$35.17
*Lead Maintenance Machinist	\$40.44	\$41.65	\$43.31
*Lead Mechanic	\$40.44	\$41.65	\$43.31
*Lead Purchasing Specialist	\$35.24	\$36.30	\$37.75
*Lead Sheet Metal Worker	\$40.44	\$41.65	\$43.31
*Lead Transit Parts Specialist	\$34.14	\$35.17	\$36.58
*Lead Vehicle Upholsterer	\$40.44	\$41.65	\$43.31
Maintenance Machinist	\$36.76	\$37.86	\$39.37
Mechanic	\$36.76	\$37.86	\$39.37
Mechanic Apprentice (5 step wage progression)	\$36.76	\$37.86	\$39.37
Metal Constructor	\$36.76	\$37.86	\$39.37
Paint Preparation Technician (85% of Equipment Painter)	\$31.25	\$32.18	\$33.46
Purchasing Specialist	\$32.04	\$33.00	\$34.32
Purchasing Specialist-NRV	\$32.04	\$33.00	\$34.32

	TITLE	11/01/2016 +2.00%	11/01/2017 +3.00%	11/01/2018 +4.00%
1				
2	Senior Stores Clerk	\$29.45	\$30.33	\$31.54
3	Sheet Metal Worker	\$36.76	\$37.86	\$39.37
4	Transit Parts Specialist	\$31.04	\$31.97	\$33.25
5	Utility Service Worker	\$24.08	\$24.80	\$25.79
6	Utility Service Worker (Driver - \$0.70 above USW)	\$24.78	\$25.50	\$26.49
7	Utility Service Worker (Driver CDL- \$1.00 above USW)	\$25.08	\$25.80	\$26.79
8	Vehicle Damage Estimator (10% above Sheet Metal Worker)	\$40.44	\$41.65	\$43.31
9				
10	VM Technical Information Process Specialist III	\$29.45	\$30.33	\$31.54
11	VM Technical Information Process Specialist III Stores	\$29.45	\$30.33	\$31.54
12	Vehicle Upholsterer	\$36.76	\$37.86	\$39.37
13	<i>* 10% above non-lead positions</i>			
14	Facilities Maintenance			
15	Building Operating Engineer	\$36.76	\$37.86	\$39.37
16	Carpenter	\$36.76	\$37.86	\$39.37
17	Equipment Operator	\$32.25	\$33.22	\$34.55
18	Facilities Maintenance Worker	\$23.37	\$24.07	\$25.03
19	Grounds Specialist	\$31.07	\$32.00	\$33.28
20	*Lead Building Operating Engineer	\$40.44	\$41.65	\$43.31
21	*Lead Carpenter	\$40.44	\$41.65	\$43.31
22	*Lead Grounds Specialist	\$34.18	\$35.20	\$36.61
23	*Lead Maintenance Constructor	\$40.44	\$41.65	\$43.31
24	*Lead Maintenance Painter	\$40.44	\$41.65	\$43.31
25	*Lead Maintenance Signage Specialist	\$33.33	\$34.33	\$35.71
26	*Lead Transit Radio And Communication Systems Specialist	\$43.93	\$45.25	\$47.07
27	*Lead Transit Custodian	\$28.86	\$29.73	\$30.92
28	*Lead Utility Laborer	\$31.93	\$32.89	\$34.21

	TITLE	11/01/2016 +2.00%	11/01/2017 +3.00%	11/01/2018 +4.00%
1				
2	Maintenance Constructor	\$36.76	\$37.86	\$39.37
3	Maintenance Painter	\$36.76	\$37.86	\$39.37
4	Maintenance Signage Specialist	\$30.30	\$31.21	\$32.46
5	Millwright	\$36.76	\$37.86	\$39.37
6	Purchasing Specialist	\$32.04	\$33.00	\$34.32
7	Transit Custodian I	\$23.80	\$24.51	\$25.49
8	Transit Custodian II	\$26.24	\$27.03	\$28.11
9	Transit Electronics Communication Technician	\$28.72	\$29.58	\$30.76
10	Transit Radio And Communication Systems Specialist	\$39.94	\$41.14	\$42.79
11	Utility Laborer	\$29.03	\$29.90	\$31.10
12	<i>*10% above non-lead position</i>			
13	Revenue Coordinators			
14	Revenue Coordinator	\$33.01	\$34.00	\$35.36
15	Special Classifications			
16	Accounting Technician I	\$25.26	\$26.02	\$27.06
17	Accounting Technician II	\$28.67	\$29.53	\$30.71
18	Information Distributor	\$26.60	\$27.40	\$28.50
19	Operations Security Liaison	\$39.49	\$40.67	\$42.30
20	Transfer Room/Warehouse Worker	\$31.04	\$31.97	\$33.25
21	Customer Communications and Services			
22	Assigned Customer Information Specialist	\$27.71	\$28.54	\$29.68
23	Assigned Pass Sales Representative	\$27.71	\$28.54	\$29.68
24	Customer Information Specialist	\$27.71	\$28.54	\$29.68
25	Pass Sales Representative	\$27.71	\$28.54	\$29.68
26	Senior Accounting Representative	\$30.53	\$31.45	\$32.71
27	Senior Customer Information Specialist	\$30.35	\$31.26	\$32.51
28	Supervisors			
	*Base Dispatcher/Planner w/premium	\$42.48	\$43.75	\$45.51

	TITLE	11/01/2016 +2.00%	11/01/2017 +3.00%	11/01/2018 +4.00%
1				
2	*Communications Coordinator w/premium	\$42.48	\$43.75	\$45.51
3	*Service Supervisor w/premium	\$42.48	\$43.75	\$45.51
4	Supervisor-in-Training (90% of Supervisor w/o premium after 6 months)	\$36.41	\$37.50	\$39.01
5	*Supervisor w/grandfathered premium	\$42.48	\$43.75	\$45.51
6	Supervisor w/o premium	\$40.46	\$41.67	\$43.34
7	*Transit Instructor w/premium	\$42.48	\$43.75	\$45.51
8	<i>* 5% above Supervisor w/o premium</i>			
9	Schedule Section and OSS Coordinators			
10	OSS Coordinator	\$51.77	\$53.32	\$55.45
11	Scheduling Technical Information Processing Specialist III	\$29.45	\$30.33	\$31.54
12	Senior Schedule Planner	\$51.77	\$53.32	\$55.45
13	Transit Information Planner	\$41.62	\$42.87	\$44.58
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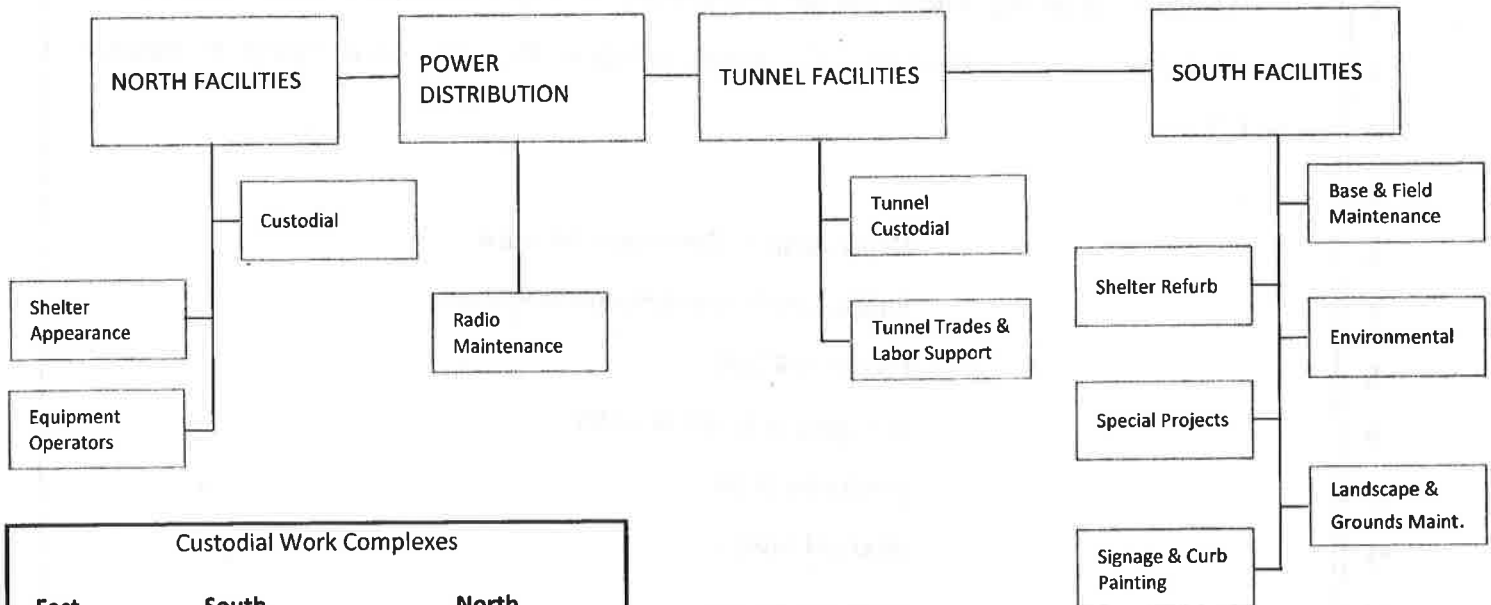
EXHIBIT B – STATE AND CITY RETIREMENT PLANS

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.

Non-Custodial Classifications:

- 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

Custodial Classifications:

- 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

*On holidays, employees usually scheduled to work that day take precedence over employees on RDO's.

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1 **EXHIBIT D**
2 **AGREEMENT BETWEEN**
3 **AMALGAMATED TRANSIT UNION, LOCAL 587**
4 **AND**
5 **KING COUNTY METRO TRANSIT**
6 **TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES**
7

8 **PARTIES TO THE AGREEMENT**

9 This AGREEMENT is made and entered into by and between KING COUNTY METRO
10 TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as "METRO",
11 and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees
12 of METRO covered by this AGREEMENT, hereinafter referred to as the "UNION". When the term
13 "PARTIES" is used herein, it refers to METRO, usually as represented by the RAIL Section, and the
14 UNION. When the term "this AGREEMENT" is used herein, it refers to Exhibit D, the Terms and
15 Conditions of Employment for Rail Employees.

16 **PREAMBLE**

17 The purpose of this AGREEMENT is to provide a working understanding between METRO
18 and the Employees who work in the RAIL Section. The PARTIES agree that the Collective
19 Bargaining Agreement, of which this AGREEMENT is Exhibit D, does not apply to Employees in
20 the RAIL Section except to the extent that provisions of that AGREEMENT, in whole or in part,
21 have been expressly adopted herein. In order to best serve the public interest, the PARTIES agree to
22 provide efficient, reliable, and convenient service. In the spirit of cooperation, the PARTIES agree
23 that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and
24 by efficient use of a qualified and responsible workforce. Employees are entitled to fair wages and
25 working conditions as provided in this AGREEMENT, including all protections preserved by law.
26 Further, the PARTIES recognize that a key element in the provision of fair working conditions
27 includes a commitment to the concept of just cause with respect to Employee discipline. To that end,
28 the PARTIES have set forth in Article R4, Section 3, specific major infractions which will result in

1 discharge or, under certain circumstances, suspension.

2 **DEFINITIONS**

3 The terms "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 unmarried dependent children of the Employee,
13 the Employee's spouse or the Employee's domestic partner. Such children shall be eligible up to age
14 26 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 a person living with an Employee if s/he and the
27 Employee:

- 28 1. Share the same regular and permanent residence, and

2. Have a close personal relationship, and
3. Are jointly responsible for basic living expenses, and
4. Are not married to anyone, and
5. Are at least 18 years of age, and
6. Are not related by blood closer than would bar marriage in the State of Washington, and
7. Are each other's sole domestic partner and are responsible for each other's common welfare.

CONVENTIONS

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

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

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

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

The abbreviation "RDO" stands for regular day off.

The term "Bus", as used in "Bus position", "Bus Employee", etc., shall refer to positions, Employees, etc., involved in the provision of bus transit services, and excluding RAIL positions, RAIL Employees, etc., involved in the provision of RAIL services.

The term "RAIL" shall refer to the Rail Section of METRO as created to operate the light rail and streetcar service.

The abbreviation "FTO" stands for Full-Time Bus Transit Operator.

The abbreviation "PTO" stands for Part-Time Bus Transit Operator.

The abbreviation "LCC" stands for Link Control Center.

The term "Streetcar" shall refer to the South Lake Union Streetcar ("SLUS") and the First Hill

1 Streetcar ("FHSC").

2 The term "Link Light Rail" (LLR) shall refer to Sound Transit Link Light Rail.

3 DOCUMENTS:

4 a. The "COLLECTIVE BARGAINING AGREEMENT" shall mean the
5 AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
6 COUNTY METRO TRANSIT, November 1, 2016 through October 31, 2019 of which this
7 AGREEMENT is Exhibit D.

8 b. This document shall be referred to as the TERMS AND CONDITIONS OF
9 EMPLOYMENT FOR RAIL EMPLOYEES.

10 **ARTICLE R1: UNION/MANAGEMENT RELATIONS**

11 ***SECTION 1 – SOLE BARGAINING AGENT***

12 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
13 working in the Rail Section of the King County Department of Transportation, Division of Transit,
14 (henceforth referred to as RAIL) which are listed in Exhibit RA (to Exhibit D). Current or future
15 Employees assigned to perform work which historically or traditionally has been UNION work at
16 RAIL or its successors, or which is agreed or legally determined to be UNION work, also shall be
17 covered by the terms of this AGREEMENT.

18 B. The PARTIES agree that no Employee shall be discriminated against because of
19 UNION membership or non-membership.

20 C. METRO will notify the UNION of any change in any existing UNION job
21 description prior to the implementation of the change.

22 ***SECTION 2 – UNION MEMBERSHIP***

23 A. Each Employee shall make application to become a member of the UNION within
24 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or
25 provided for, by law. However, if the Employee qualifies for a bona fide religious objection to union
26 membership as described in RCW 41.56.122, the above requirement shall be satisfied by the payment
27 of an amount equal to initiation fees and regular UNION dues to a non-religious charitable
28 organization in accordance with the procedures set forth in the Washington Administrative Code.

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

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

8 **D.** METRO agrees to deduct the regular initiation fee, regular dues, contributions to
9 the Committee on Political Education (COPE), and/or other fees uniformly required from the
10 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted
11 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
12 the Employee shall be on a form approved by the PARTIES and may be revoked by the Employee
13 upon request. The performance of this function is recognized as a service to the UNION by METRO.

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

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

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

18 ***SECTION 4 – UNION INSIGNIA***

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

22 ***SECTION 5 – MANAGEMENT RIGHTS***

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

SECTION 6 – UNION BULLETIN BOARDS

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

SECTION 7 – LABOR-MANAGEMENT RELATIONS COMMITTEE

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

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

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

C. The PARTIES will also charter the following Joint Labor-Management Relations Committees:

1. LLR Operations.
2. Streetcar Operations.
3. Other Joint Labor-Management Relations Committees on an as-needed

1 basis by mutual agreement.

2 ***SECTION 8 – JOINT SAFETY AND HEALTH COMMITTEE***

3 The Joint Safety and Health Committee shall meet once a month or more frequently when
4 requested by either the UNION or METRO. The committee shall consist of three members appointed
5 by METRO and three members appointed by the UNION. Duties of the committee shall be restricted
6 to discussing safety goals and making recommendations to help METRO improve safety standards
7 for all METRO job classifications.

8 METRO is committed to providing a safe workplace and wishes to increase communication
9 about safety concerns to Employees through their UNION. At the commencement of this
10 AGREEMENT, METRO and the UNION shall convene a special work group to assess the UNION's
11 concerns about METRO's compliance with safety laws and regulations. The special work group
12 shall consist of two members appointed by METRO and two members appointed by the UNION.
13 The work group shall: 1) review METRO's compliance with safety laws and regulations; 2) make
14 recommendations, as appropriate, for changing workplace processes and procedures; 3) assess what
15 training may be required by law; 4) assess whether METRO's staff is conducting sufficient
16 investigations into workplace accidents and assess what training may be required relating to
17 investigations; and 5) make recommendations about how to enforce safety rules in the workplace.

18 To improve the committee, the PARTIES shall work on the following issues:

- 19 1. The PARTIES shall add health as a new focus of the committee.
- 20 2. The committee may enlist the help of subject matter experts from time to time.
- 21 3. The committee shall improve its organization and processes by keeping minutes,
22 using a spreadsheet of items that it is addressing, and addressing urgent issues on an expedited basis.
- 23 4. Recommendations of the committee should be shared with both METRO's and the
24 UNION's leaderships for action, pursuing solutions, and elevating urgent issues.
- 25 5. METRO and the UNION will work to clarify the role of the various committees
26 and huddles so that Employees understand the roles of these committees and the appropriate forums
27 for raising safety issues.

SECTION 9 – JOINT SECURITY STEERING COMMITTEE

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

SECTION 10 – ONGOING NEGOTIATIONS CONCERNING THE GROWTH OF STREETCAR

1. During negotiations for the November 1, 2016 to October 31, 2019 Collective Bargaining Agreement, the PARTIES discussed the growth of Streetcar operations in Seattle.

2. The City of Seattle is currently planning a connection between the South Lake Union Streetcar and the First Hill Streetcar, informally known as the Connector.

3. The PARTIES concluded that several areas of Exhibit D of the Collective Bargaining Agreement (the RAIL AGREEMENT) should be revisited and possibly updated to account for the growth of the Streetcar operations.

4. Upon the finalization of plans for the Connector, the PARTIES agree to reopen the provisions of Exhibit D (the RAIL AGREEMENT) in order to evaluate whether the needs of the UNION and RAIL are met, given the expansions of Streetcar operations in Seattle. A special negotiations committee will be formed for the purpose of negotiating changes to the Collective Bargaining Agreement to address this growth.

5. Additionally, the PARTIES shall reopen and negotiate in good faith any changes that are needed in order to facilitate the opening of service on the Connector line.

SECTION 11 – COMMITTEE SELECTIONS

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

SECTION 12 – PRINTING OF THE AGREEMENT

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

SECTION 13 – SPECIAL COMMITTEE TO ADDRESS EMPLOYEE FATIGUE

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

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

3. This Committee will be responsible for identifying its own goals, timelines, and deliverables.

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

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

6. The Committee shall develop recommendations to address Employee fatigue that include, but are not limited to, changes to METRO's policies and changes to the Collective Bargaining Agreement. The Committee's recommendations are not binding on METRO or the UNION. Any recommendations that lead to changes to the Collective Bargaining Agreement must be negotiated by the PARTIES and agreed to by both the UNION and METRO.

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

8. The Committee should complete its project by October 31, 2017. This AGREEMENT charts the committee of Employee fatigue through the end of the Collective Bargaining Agreement term, October 31, 2019, if it is needed for that time, at which point it will expire. Upon the agreement of the PARTIES, the work of the Committee may be extended beyond this date.

ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY***SECTION 1 – MERIT SYSTEM***

The PARTIES are committed to providing equal employment opportunity for all new applicants for employment, as well as for present Employees. METRO shall recruit, select, and promote employees and/or individuals from the community workforce on the basis of their relative knowledge, skills and abilities, and in accordance with King County's equal employment opportunity and affirmative action policies. Upon request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of interviews or role-plays for UNION positions. After the recruitment process is completed, METRO will offer to meet with the Employee to review the process and provide feedback.

SECTION 2 – NONDISCRIMINATION

Personnel policies concerning hiring and placement, conditions and privileges of employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other related programs are administered on the basis of merit and without regard to an Employee's race, creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status, disability, or liability for service in the Armed Forces of the United States. The PARTIES pledge to comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972, the State Law Against Discrimination, and any similar or related federal and state laws and regulations which prohibit discrimination based on an Employee's race, creed, color, religion, national origin, political affiliation, age, sex, sexual orientation, marital status, or disability, except as specifically exempted by a bona fide occupational qualification. Any employee of METRO who obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary action.

ARTICLE R3: GENERAL CONDITIONS***SECTION 1 – CUSTOMER COMPLAINTS***

The PARTIES agree that Employees have a fundamental obligation to treat the public that they serve with courtesy and respect and to provide safe transport. RAIL and the UNION reaffirm their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer

1 complaints. RAIL will not release Operator names to customers, or disclose names of customers to
2 Operators except as set forth in the Grievance Procedure.

3 ***SECTION 2 – TECHNOLOGICAL CHANGE***

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

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

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

13 ***SECTION 3 – LOST AND FOUND ITEMS***

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

16 ***SECTION 4 – PAYROLL DEDUCTIONS***

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

20 ***SECTION 5 – RESTROOMS AND FIRST AID FACILITIES***

21 A. On Routes: RAIL will arrange for access to adequate restrooms to be used by
22 Employees in Link Light Rail and Streetcar shall take all reasonable steps to ensure each restroom's
23 sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to
24 each LINK terminal, and at least one terminal of the Streetcar line. Employees shall have sufficient
25 time to use the restroom. If Employees have concerns about the adequacy or restroom facilities along
26 a route, or concerns about schedules that they believe have insufficient time at the end of the line to
27 use a restroom, then Employees should submit a request for action through the Comfort Station
28 Coordinator and the Schedule Maker.

1 B. At RAIL's facilities: RAIL will provide sanitary and adequate toilet facilities, and
2 a first aid area and required equipment at all permanent work sites.

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

6 **SECTION 6 – CONTRIBUTIONS AND SOLICITATIONS**

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

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

13 C. RAIL will not solicit complaints or comments from Employees concerning their
14 wages, hours or material working conditions without the approval of the UNION.

15 **SECTION 7 – DEFECTIVE EQUIPMENT**

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

18 If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for the
19 Employee's reasonable attorney fees for litigating the fine. If an Employee receives a fine for
20 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees
21 for litigating the fine. This shall not apply where an Employee was aware of or should have been
22 aware of and failed to report the defective equipment and/or missing equipment for which the fine
23 was issued.

24 **SECTION 8 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES**

25 No Employee shall be required to take a lie detector test or be subject to unlawful
26 surveillance. Random or indiscriminate surveillance will not be made by means of recording
27 equipment and/or telephones without advance consent from the President/Business Representative of
28 the UNION, unless such surveillance is for the security of the public and/or Employees or for the

1 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
2 disciplined for work conduct observed on a security surveillance system, except for conduct
3 constituting a major infraction as listed in Article R4, Section 3.

4 ***SECTION 9 – SERVICE LETTER***

5 Upon request, an Employee or former Employee will be provided a letter showing his/her
6 term of service and the position(s) in which s/he was employed.

7 ***SECTION 10 – METHOD OF NOTIFICATION***

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

13 ***SECTION 11 – SUBCONTRACTING***

14 A. RAIL's choice to use METRO Employees to perform RAIL work does not
15 constrain RAIL from selecting outside contractors in other instances.

16 B. Nothing in the AGREEMENT affects the rights and remedies that are available to
17 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
18 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this
19 AGREEMENT.

20 ***SECTION 12 – VENDING MACHINE PROCEEDS***

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

26 B. METRO will not terminate its contract with the vending organization and/or its
27 successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.
28

SECTION 13 – PROBATIONARY PERIOD

Each RAIL Employee shall have a probationary period commencing with his/her date of employment or, if the position requires formal certification, the date of certification. Upon satisfactory completion of probation, the Employee will enjoy all rights of regular Employee status. Any Employee who came from a Bus position to RAIL and who fails probation for any reason, other than committing a major infraction, will be returned to his/her Bus position.

A. LLR Supervisors, who came from a Bus Supervisor position, and all other Employees not listed in Paragraph B or C, shall have a six-month probationary period.

B. The following classifications shall have a 120-day probationary period: LLR Operator, Streetcar Operator, Streetcar O&M Supervisor, and Electromechanic.

C. Rail Supervisors who did not come from Bus Supervisor positions shall have a twelve-month probationary period.

SECTION 14 – DETAILS AND TEMPORARY ASSIGNMENTS

A. Where a vacancy occurs in any position in the UNION which is to be filled by detail or temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Such vacancy shall be posted and filled in accordance with METRO's Merit System per Article 2, Section 1. Among Employees seeking any such position, seniority shall be considered in filling the position.

B. The posting obligation shall be triggered when the facts and circumstances indicate that a vacancy will be filled for 60 days or longer by detail or temporary appointment. In the interim, RAIL may fill the work consistent with this AGREEMENT, until the Employee is selected from the posting process.

C. The PARTIES recognize the value provided to Employees by having detail and upgrade opportunities available. The PARTIES also agree that detail and upgrade opportunities should balance the desire of Employees to prepare for promotional opportunities with the need to have an Employee accumulate experience in a position in order to be effective in that position.

D. An Employee, who is detailed or upgraded to work on a capital improvement project, shall return to his/her regular position on a date that has been mutually agreed by the

1 PARTIES prior to the start of the detail or upgrade.

2 E. No detail or upgrade to a position outside the UNION, except for a capital
3 improvement project, including In-Plant Bus Inspector, will exceed one year.

4 F. Any Employee who is in a detail or upgrade position for at least 90 days shall be
5 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
6 another position.

7 G. For details and upgrades of greater than 90 days, RAIL will notify the UNION of
8 the start date and the projected length of the assignment.

9 ***SECTION 15 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATORY***
10 ***(AC) DONATION***

11 A. Each calendar year, an Employee may donate up to 50% of his/her available
12 vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed
13 by King County.

14 B. Each calendar year, an Employee who has more than 100 hours of sick leave may
15 donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.

16 C. Donated vacation, sick leave and AC time become the property of the recipient.
17 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
18 sick leave, and AC time may be donated only to an individual employed by King County who has
19 exhausted or will have exhausted, within five calendar days following receipt of the donation request
20 in the Payroll Section, his/her sick leave, vacation leave and AC time.

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

24 E. If a UNION Employee donates leave to a King County employee who is not
25 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
26 to the recipient of the leave. If a King County employee who is not represented by the UNION
27 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
28 administered by the terms of this Section.

1 **SECTION 16 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR**

2 A. The PARTIES agree that because of the small size of the Streetcar operation, there
3 shall be variations from the usual, customary and historic work jurisdiction rules and practices that
4 have been established in the Bus AGREEMENT. RAIL shall generally respect the classification
5 boundaries that are established in the classification specifications for Streetcar jobs; however it is
6 agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be
7 expected to perform work for which s/he has not been adequately trained or which is unsafe.

8 B. If the UNION believes that cross-classification work has exceeded an incidental
9 amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the
10 UNION's concerns over staffing levels and work assignments. Following growth of the Streetcar
11 operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the
12 larger, more established workforce.

13 **SECTION 17 – NEGOTIATED MEAL AND REST PERIODS**

14 The PARTIES agree to continue the long standing agreement to specifically supersede in total
15 the State provisions regarding meal and rest periods for Employees. LLR Operators, LLR
16 Supervisors, Streetcar Operators and O&M Supervisors do not receive a designated meal period.
17 Additionally, Employees in these job classifications will be entitled to meal and rest periods only as
18 described in this AGREEMENT, and not those provided by state law. Meal and rest periods for other
19 Employees covered by this AGREEMENT have also been negotiated in ways that supersede State
20 provisions in whole, or in part.

21 **SECTION 18 – EMPLOYEE RECOGNITION**

22 In addition to continuing existing programs to recognize outstanding performance, the PARTIES
23 agree to establish a program to offer recognition for outstanding attendance, and to work teams or
24 individuals whose efforts improve the delivery of METRO services to county residents and/or
25 achieve cost savings while maintaining or bettering the present quality of service delivery. The
26 program will be established by June 2018 and shall run through the life of this contract.

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

1 A. That maintain outstanding attendance and

2 B. That demonstrate measurable improvements in one or more of the following areas:

3 1. Improved operating methods or procedures, resulting in increased
4 productivity;

5 2. Improved customer or Employee satisfaction;

6 3. Improved cycle time or efficiency;

7 4. Decreased costs;

8 5. Conservation of resources; or

9 6. Reduction in Employee injuries and accidents.

10 The administrative guidelines established by the committee shall identify other means by
11 which Employees may nominate work teams and individual Employees for evaluation and awards.
12 Authority, if any, to grant monetary and non-monetary awards is based on King County Code 3.13.

13 ***SECTION 19: WATERFRONT STREETCAR CONDUCTORS (WSFC)***

14 When the WFSC resumes service, Employees who work on the WFSC will become part of
15 METRO's RAIL Section. In anticipation of this change, the PARTIES agree that Article 24 of the
16 Collective Bargaining Agreement that was in effect between November 1, 2004, and October 31,
17 2007, is hereby removed from this AGREEMENT. It is understood that deleted text of former
18 Article 24 will serve as a starting point for negotiations for a future article for Conductors in Exhibit
19 D. Unless mutually agreed otherwise, negotiations to establish the contents of an article for
20 Conductors will begin at least six months prior to METRO reinstituting service on the WFSC.

21 **ARTICLE R4: DISCIPLINE**

22 ***SECTION 1 – GENERAL***

23 A. RAIL and the UNION agree with the fundamental notion that Employees who face
24 discipline have a right to confront their accusers, to be disciplined only for just cause, and to have due
25 process rights to challenge unwarranted discipline. RAIL shall not discipline Employees based on
26 anonymous or unsubstantiated complaints.

27 B. Complaints which are found to have insufficient information connecting a
28 complaint to an Employee or which are found to not involve misconduct on the Employee's part will

1 not be included in their records and shall not be used in any proceeding against them.

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

7 D. An Employee called as a witness by METRO, during an investigation or hearing,
8 shall receive regular compensation as set forth in Article R10, Section 11.

9 E. The RAIL Manager is responsible for identifying the procedures governing RAIL
10 Operations. These processes will be defined in the issuance, control and modification of Directives,
11 Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train
12 Orders.

13 F. *The Rulebook*, the official handbook of the RAIL section will specify the rules,
14 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.
15 If it is necessary to revise or change *The Rulebook*, the revisions or changes will be discussed with
16 the UNION before implementation. *The Rulebook* will be available at RAIL bases.

17 G. Counseling that is given to Employees will not be considered to be discipline and
18 cannot be grieved. If an Employee disagrees with the counseling, s/he should provide a written
19 rebuttal to his/her chief, which will be included in the Employee's personnel file. A UNION-
20 represented Employee will not issue discipline to another UNION-represented Employee.

21 **SECTION 2 – TYPES OF DISCIPLINE**

22 A. Types of discipline shall include oral reminders, written reminders, disciplinary
23 probation, suspension, and discharge.

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

1 writing, with a copy filed in the Employee's service record within a reasonable time after the
2 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

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

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

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

12 **A. Major infractions include:**

- 13 • Gross misconduct
- 14 • Insubordination
- 15 • Gross negligence
- 16 • Theft of RAIL funds or property or job related theft
- 17 • Misappropriation - the personal use of RAIL funds or property
- 18 • The use of intoxicants or the odor of intoxicants
- 19 • The use or odor of narcotics or abuse of controlled substances
- 20 • Severe preventable accidents in accordance with the RAIL accident
21 evaluation point system
- 22 • Late reports, absences, and unexcused absences, in accordance with Section 6
- 23 • Falsification of sick reports
- 24 • Falsification of applications or any other official documents
- 25 • Willful failure to turn in lost articles
- 26 • Willful destruction or damage to RAIL property/possessions
- 27 • Serious or repeated harassment based on a legally protected class (see

28 DEFINITIONS)

- Committing a felony while on duty or conviction of a job-related felony
- Serious or repeated discrimination, as prohibited under Article R2
- Use of a personal electronic communication device (e.g. cell phone or computer) while operating a train
- Disabling or bypassing a safety device without authorization or necessity

B. Major infractions will result in discharge unless METRO determines that there are circumstances which cause a suspension to be appropriate. In the case of Employees who come from Bus positions, a severe preventable accident will result in discharge unless METRO determines that removal from RAIL and return to Bus is appropriate.

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

1. The following will be considered examples of serious infractions — negligence and will result in a one-day suspension, except as noted, for the first violation. Additional violation(s) in a one-year period will result in further discipline up to and including termination from RAIL with return to the Employee's Bus position or termination from METRO based on the just cause standard.

a. Signal violation*

b. Switch violation*

* Signal and switch violations related to the same move may be considered a single infraction. The first one-day suspension in any twelve month period for either a signal or switch violation will be held in abeyance for one year. If no further serious infraction occurs in the twelve month period the suspension will be converted to a written reprimand and all reference to the one-day suspension will be expunged from the Employee's personal file.

c. Opening the door on the wrong side of the vehicle

d. Opening the door away from a platform without authorization

e. Reverse running a train on the mainline without LCC authorization

f. Violation of the conditions of a work zone, walking inspection, slow

zone, or simple approval

- g. Train wayside error resulting in a conflicting move
- h. Backing a train on the mainline without LCC authorization and a flagger
- i. Violation of a Train Order or Special Instruction
- j. Violations of any operating rule which requires notification to and permission from LCC prior to proceeding
- k. A second Minor Preventable Accident in a rolling 12 month period
- l. Major Preventable Accident (three to five days)
- m. Operating in excess of the posted speed
- n. Failure to check under and around an LRV prior to movement

2. In recognition of the stringent industry requirements, for the purpose of evaluating an Employee's eligibility for a promotion, a first one-day suspension in the following categories will be treated by King County as a written reprimand: opening the door on the wrong side of the vehicle, opening the door away from a platform without authorization and train wayside error resulting in a conflicting move. A one-day suspension notice under this paragraph shall contain this discipline equivalency disclaimer

3. Failure of an Employee to recertify his/her Rail Card will result in termination from RAIL and return to his/her previous Bus position with no more than five weekdays of being off work without pay. Unless mutually agreed by the PARTIES, a former FTO/ PTO will be returned at his/her last base on an assignment mutually agreed by the PARTIES.

4. A RAIL Employee discharged for a serious infraction will be returned to his/her former Bus classification on an assignment mutually agreed by the PARTIES. All RAIL infractions shall remain on such Employee's permanent METRO record.

D. Infractions, other than those listed above, including one minor preventable accident in a rolling 12 month period, shall be considered minor infractions.

SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS

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

1 Headlight/train light violation, passenger relations, failure to stop for passengers, failure to unload
 2 passengers, failure to report a traffic violation, out of uniform violation, smoking in a RAIL facility
 3 or vehicle.

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

6 1. First minor infraction – Oral Reminder.
 7 2. Second minor infraction – Written Reminder.
 8 3. Third minor infraction – Appropriate discipline for the severity of the
 9 infraction, which could include a two-day suspension.

10 4. Fourth minor infraction – Five-day suspension.

11 5. Fifth minor infraction – Discharge.

12 **SECTION 5 – TRAINING**

13 Training may be required where it is deemed by management to be beneficial. An order to
 14 participate in training is not punitive.

15 **SECTION 6 – REMOVING INFRACTIONS**

16 A minor infraction which is one year old shall be crossed off the Employee's record. Future
 17 disciplinary action will be based on the number of infractions that remain. For example, if an
 18 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on
 19 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
 20 days, the total time on leave will be added to the one year period that must elapse before a minor
 21 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
 22 maintained. A minor infraction shall not be used in any promotional process within the bargaining
 23 unit after it is a year old.

24 **SECTION 7 – MISSES-LLR OPERATORS, STREETCAR OPERATORS, LLR** 25 **SUPERVISORS AND O&M SUPERVISORS**

26 **A. The PARTIES recognize that RAIL provides an essential public service and that**
 27 **Employees have the responsibility and the obligation to report for all assignments unless previously**
 28 **excused.**

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

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

5 D. For LLR Operators and LLR Supervisors, misses include late reports, unexcused
6 absences and absences. All misses shall be recorded. Unexcused absences recorded in a four-month
7 period shall be subject to the following controls:

- 8 • First – Informational Notice.
- 9 • Second – Oral Reminder.
- 10 • Third – Written Reminder and the Employee will be offered a program of
11 assistance from both PARTIES in developing a plan to improve attendance. This program will
12 include referral to the Employee Assistance Program. The METRO unit superintendent/chief and the
13 UNION Officer/designee will meet with the Employee to write the details of the program, which will
14 be specific to the Employee.
- 15 • Fourth – Two-day suspension, unless the Employee has a five-year record of
16 less than three misses per year, in which case another Written Reminder shall be issued. Whether
17 suspended or not, the Employee shall be given a referral to the Employee Assistance Program.
- 18 • Fifth – Discharge, unless RAIL determines that there are circumstances
19 which cause a greater suspension to be appropriate such as the first instance
20 of consecutive days of unverified sick leave.

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

- 22 • First through third – Informational Notice.
- 23 • Fourth – Oral Reminder.
- 24 • Fifth – Written Reminder and 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 a referral to the Employee Assistance Program. The METRO unit superintendent/chief and
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 • Sixth – Two-day suspension, unless the Employee has previously been on
2 attendance probation per Paragraph F, in which case the Employee will again be placed on attendance
3 probation.

4 • Seventh – Five-day suspension.

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

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

9 2. The Employee will be offered a program of assistance from the PARTIES
10 in developing a plan to improve attendance. This program will include a referral to the Employee
11 Assistance Program. The METRO Unit superintendent/chief and UNION Officer/designee will meet
12 with the Employee to write the details of the program, which will be specific to the Employee.

13 3. During the attendance probation, the language of Paragraph H will not
14 apply.

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

17 5. The Employee will be allowed no more than three misses in each of the two
18 following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that s/he had a
19 seventh miss, with a five-day suspension on 7/18-22/14, would be on probation with no more than
20 three misses allowed 7/23/14-7/22/15 and no more than three misses allowed 7/23/15-7/22/16). An
21 Employee who successfully completes the two twelve-month periods will no longer be on attendance
22 probation.

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

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

27 G. Four consecutive workdays of absence without leave will be considered a
28 resignation.

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

8 **I.** Misses for LLR Operators, Streetcar Operators, O&M Supervisors and LLR
9 Supervisors include:

10 1. Unexcused Absence – Failure to report within one hour after designated
11 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before
12 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
13 for the day.

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

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 Section 4.

22 **L.** The procedure for late reports and absences for LLR and Streetcar Operators shall
23 be as follows:

24 1. If the assigned Operator signs in or reports to his/her assigned work location
25 within one minute after the report time s/he will be allowed to work his/her 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. A LLR or Streetcar Operator may provide a written request to the
24 immediate supervisor the same day as his/her unexcused absence. If such request is granted, the LLR
25 or Streetcar Operator either will be placed at the bottom of the report list for work later in the day at
26 minimum pay of two and one-half hours or will be told to return home.

27 2. For a LLR Operator, Streetcar Operator, O&M Supervisor or LLR
28 Supervisor, a request for a miss to be changed to an absence or excused absence must be presented, in

1 writing, to the immediate supervisor, within five workdays of the occurrence. The immediate
2 supervisor shall determine whether the miss shall be reduced to an absence or excused absence.

3 N. The procedures for LLR Operators, Streetcar Operators, O&M Supervisors or LLR
4 Supervisors going on or coming off the sick list shall be as follows:

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

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

14 3. A LLR or Streetcar Operator coming off the sick list must notify the OMF
15 by 10:00 a.m. in order to be scheduled for work the next day. One continuous incident of sick leave
16 will be charged to an Operator who anticipates returning to work and comes off the sick list prior to
17 10:00 a.m., but whose licensed practitioner will not release the Operator for duty the following day.

18 O. The immediate supervisor can assign a LLR Supervisor work, paying only for
19 actual time worked.

20 **SECTION 8 – PROBATIONARY EMPLOYEES**

21 A. Except as modified elsewhere in this AGREEMENT, the discipline of
22 probationary Employees is the sole responsibility of RAIL.

23 B. Except as noted below for former Bus Employees, probationary Employees who
24 are not satisfactory, in the judgment of RAIL, will be discharged from METRO.

25 C. A RAIL Employee who has come from Bus and who is not satisfactory, in the
26 judgment of RAIL or quits RAIL during probation shall be returned to his/her former Bus position.
27 Operators will be returned to their last picked base per Article 15, Section 5 and Article 16, Section 5
28 of the Bus AGREEMENT. The Employee will not be off work without pay for more than five

weekdays. Any RAIL infractions will remain on his/her METRO record. This Paragraph does not apply to a RAIL Employee who is discharged for committing a major infraction.

D. A RAIL Operator who comes from Bus and is required to have a Rail Card, and who fails to recertify his/her Rail Card will be removed from RAIL and returned to Bus. Unless mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section 5, or Article 16, Section 5 of the Bus AGREEMENT. The Employee will not be off work without pay for more than five weekdays.

E. Discharges and removals during the probationary period are not subject to the grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon request, have the right to a termination review. The termination review must be requested within 15 days of the notification of discharge. RAIL will schedule the termination review and respond to the UNION, in writing, within a reasonable time.

SECTION 9 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE

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

SECTION 10 – WRONGFULLY SUSPENDED OR DISCHARGED

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

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

ARTICLE R5: GRIEVANCE AND ARBITRATION

SECTION 1 – CUSTOMER COMPLAINTS

When a grievance involves a customer complaint, RAIL will make an exception to its general policy of non-disclosure of customer names upon request of the UNION. If the UNION requests

1 disclosure of the customer name and telephone number, the following procedure will apply:

2 A. RAIL facilitates contact between the complainant and UNION by contacting the
3 complainant and providing him/her with two options. The complainant may either: (a) consent to
4 disclosure of his/ her name and telephone number to the UNION, or (b) agree to personally call the
5 UNION designee who has made the request.

6 B. If the complainant consents to disclosure of his/her name and telephone number to
7 the UNION, RAIL shall provide that information to the UNION. If the complainant agrees to call the
8 UNION, METRO shall provide the complainant with the UNION designee's name and telephone
9 number. If RAIL reasonably determines that the complainant is vulnerable by reason of age,
10 disability, or some other reason, METRO shall provide to the UNION the name and telephone
11 number of the complainant's parent or guardian.

12 C. If the complainant agrees to disclose his/her name and number to the UNION but
13 not to the grievant, RAIL shall provide the name and number to the UNION designee. The UNION
14 designee shall not disclose the complainant's name or number to the grievant. When the UNION
15 designee makes inquiries to the complainant, s/he shall explain that the complainant's name and
16 number will not be disclosed to the grievant.

17 **SECTION 2- GRIEVANCE PROCEDURE**

18 A. Employee grievances concerning the interpretation and application of this
19 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except
20 as outlined in Paragraph D. A "grievance", as used in this AGREEMENT, shall mean a claim by an
21 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning
22 the proper application or interpretation of this AGREEMENT.

23 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
24 specified in Article R8, Section 3, the time limit will be extended until 5:00 p.m. on the following
25 business day. Time limits defined in this Section may be extended by a written agreement between
26 the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit
27 all rights and claims to the grievance; and the grievance shall be considered resolved in the other
28 PARTY's favor; it being understood that such forfeiture does not decide the merits or establish a

precedent. This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the response deadline, the UNION has the right to move the grievance to the next step. If the UNION fails to move the grievance to the next step by the deadline or notify RAIL of its intent to not pursue the grievance, RAIL will send a written notice requiring the UNION to respond or withdraw within 30 days of the notice.

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

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

Step 1 – The Employee's Base: Within 15 days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to his/her immediate Chief/Superintendent/designee, or if his/her immediate Chief/Superintendent/designee is unavailable, then to any Chief/Superintendent/designee. Thereafter, the Superintendent/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 10 days after the meeting, notify the UNION of its decision by fax and/or written copy. If the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in writing.

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

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

18 **E.** If a grievance arises that involves an Employee’s discharge, it shall be handled in
19 the following manner:

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

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

12 **Step 2 – Transit Labor Relations:** The grievance shall be presented to Transit Labor
13 Relations. Thereafter, the Employee and UNION Business Representative/designee will meet with a
14 committee consisting of a Transit Labor Relations designee, Section Manager/designee and other
15 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held
16 within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the
17 PARTIES. A written decision shall be sent to the UNION within 10 days after the meeting. Under
18 no circumstances will METRO be relieved of the obligation to issue a written decision and if the
19 deadline has been missed, METRO must issue the decision within five days of being notified of the
20 missed deadline. Failure to comply with the ten day response deadline shall result in in an additional
21 day of back pay to the Employee for each day that METRO's response is late. This additional back
22 pay shall be paid only in the event that an arbitrator returns the discharged Employee to work. If
23 after receiving METRO's Step 2 response and no agreement can be reached at Step 2, the UNION
24 Business Representative/designee may appeal to arbitration by notifying Transit Human Resources in
25 writing. Such referral must be sent by registered mail, certified mail or fax within 60 days after the
26 UNION receives the Step 2 decision.

27 **F. Time spent by Employees adjusting grievances and/or pursuing arbitration is not**
28 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during

1 the Employee's normal working hours, the Employee will not suffer a loss in compensation.
2 Grievances shall be heard during management's normal working hours unless stipulated otherwise by
3 both PARTIES.

4 **SECTION 3 – ARBITRATION PROCEDURE**

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

10 1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators
11 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list
12 referred in Article 5, Section 2, Paragraph A.1 of the Bus AGREEMENT.

13 2. The names on such list of arbitrators shall rotate and the next three
14 arbitrators starting from the top of the list shall be polled by the UNION to determine their next two
15 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.
16 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.
17 The UNION will contact the arbitrator to confirm his/her availability and will schedule the
18 arbitration. The selected arbitrator will then be placed at the bottom of the list.

19 3. The selected impartial arbitrator may hear more than one case, if mutually
20 agreed by the PARTIES, provided said arbitrator hears and decides each case independently before
21 proceeding to the next case.

22 4. If the PARTIES determine that an arbitrator is unacceptable and should be
23 removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled
24 for more arbitrations.

25 5. When the rotating list of arbitrators is reduced below eight names, the
26 PARTIES must mutually select, within 10 calendar days after receipt of the Federal Mediation and
27 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before
28 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed

1 at the bottom of the list.

2 **B.** The submission of a grievance to the Arbitration Board shall be based on the
3 original written grievance.

4 **C.** No more than one grievance shall be submitted before the same arbitrator at one
5 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

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

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

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

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

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

21 **G.** If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
22 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each PARTY shall be
23 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,
24 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

25 **H.** The PARTIES agree to attend a pre-arbitration conference not later than 30 days
26 after the arbitration is requested. The purpose of such conference shall be to discuss and narrow
27 issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

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

1 by the American Arbitration Association.

2 **J.** In proceedings involving customer complaints, where a complainant refuses to
3 disclose his/her name to, call, or cooperate with the UNION, and the complainant is unwilling to
4 testify, the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of
5 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the
6 admissibility of customer complaints shall not be binding upon another arbitrator in another
7 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was
8 unwilling to speak with the UNION and unwilling to testify. Nothing in this AGREEMENT restricts
9 a PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a
10 complainant.

11 **SECTION 4 – EXPEDITED ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

17 **ARTICLE R6: SENIORITY**

18 ***SECTION 1 – CALCULATING SENIORITY***

19 A. Seniority is based on date of hire or qualification in a classification, except as
20 otherwise provided herein. In the case of two or more Employees newly hired within the same job
21 classification on the same date, seniority order will be calculated by the order of their respective
22 application dates with RAIL during the current recruitment period, including hours and minutes.

23 B. If two or more Employees are promoted/transferred at the same time to the same
24 job classification, the date and time of current, continuous hire or qualification date, if applicable,
25 with King County Metro or its predecessor organizations will determine seniority. This also applies
26 to Employees who start work in the new position on different days due to different RDO
27 combinations.

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

1 and assignments will be determined by seniority earned in a specific job classification.

2 **D.** For the purpose of seniority, PTO, FTO, LLR Operator and Streetcar Operator
3 shall be considered separate classifications. All certified LLR Operators will have seniority based on
4 their respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have
5 seniority based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be
6 separate classification seniority for both Streetcar and LLR Operators established as follows:

7 1. Streetcar Operators will have classification seniority separate from other
8 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31,
9 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.

10 2. LLR Operators will have classification seniority separate from other
11 Operators based on FTO seniority. Anyone hired into the position of LLR Operator after October 31,
12 2012, shall have LLR Operator seniority based on date of hire as a LLR Operator.

13 **E.** Bus Supervisors and LLR Supervisors will have separate classification seniority,
14 within the respective section (Bus or LLR). LLR Supervisor seniority will be determined by the date
15 of original hire as a LLR Supervisor or LLR Supervisor-in-Training.

16 **F.** Streetcar O&M Supervisors will have seniority separate from other Supervisors.
17 The first four O&M Supervisors have seniority based on their original date of hire into METRO.
18 Subsequent hires will have seniority based on date of hire into this classification.

19 **G.** Seniority in all other RAIL classifications shall be established by date of hire into
20 that RAIL classification, with ties broken per Paragraphs A and B.

21 **H.** An Employee who has promoted or transferred to a different classification, who
22 returns to a previous classification, shall be reinstated to the position in seniority order that s/he
23 previously held, except as provided in Section 2, Paragraph E.

24 **I.** An Employee who has had a non-disciplinary medical termination and who returns
25 to his/her same classification within three years from the date of termination shall be reinstated to the
26 seniority that s/he previously held. An Employee who has had a non-disciplinary medical
27 termination and who returns to his/her same classification beyond three years from the date of
28 termination will have his/her seniority in the job classification start on the date of his/her rehire. This

1 provision shall be effective on the date of execution of this AGREEMENT and shall not be applied
2 retroactively. The following additional rules shall apply when rehiring Employees who have had
3 non-disciplinary medical terminations (NDMTs):

4 1. METRO shall use terminology requested by the County's Human
5 Resources Division (presently stated in Resources Bulletin 06-LER-01, Revised August 18, 2006) but
6 subject to change) regarding rehire or reinstatement. However, nothing in this AGREEMENT shall
7 prohibit METRO from negotiating a reinstatement agreement with the UNION for an Employee who
8 has had an NDMT.

9 2. The UNION's Constitution and Bylaws shall determine Employee's
10 UNION seniority. METRO's use of rehire or reinstatement terminology shall not be determinative in
11 decisions as to seniority.

12 3. A rehired Employee who had an NDMT and who returns to his/her same
13 classification within one year from date of termination shall have his/her pay step and vacation
14 accrual rate restored to the step or rate held at the time of separation. Pay step progression and
15 vacation accrual progression shall continue with the date of rehire, with "time-in-service" credit
16 being given for the time spent in the pay step or vacation accrual rate prior to termination. However,
17 no "time-in-service" credit shall be given during the period of termination itself.

18 4. The process for an Employee who has had an NDMT and who wishes to be
19 rehired in his/her former classification shall be to notify the Reassignment Program of his/her
20 medical release and renewed ability to work.

21 5. The County retains all rights to determine whether a former Employee is
22 eligible for rehire.

23 J. Temporary Employees will be governed by the provisions of Article R25.

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

25 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
26 or transferred to a position in King County outside of the UNION shall retain his/her classification
27 seniority for all purposes for one year from the date of promotion or transfer.

28 B. Any King County employee not represented by the UNION who previously has

1 attained permanent status in a UNION job classification, and who demotes, for any reason other than
2 layoff, back to such classification after one year will not be eligible for reinstatement of classification
3 seniority. In no case shall such a demotion displace any Employee. The UNION will be notified
4 before an Employee returns to a UNION-represented position.

5 C. Any Employee who demotes for any reason other than layoff, will forfeit all rights
6 to the classification from which s/he was demoted.

7 D. An Employee who demotes to a previously held classification will be reinstated to
8 the position in classification seniority order which s/he had formerly held in the classification to
9 which s/he has been demoted.

10 E. An employee who returns to a UNION classification due to layoff after more than
11 one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be
12 given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such
13 employee will be credited for actual days spent in any classification to which s/he returns. If such
14 credit would give the employee the same seniority date as other Employees, s/he shall be placed
15 below the other Employees in seniority order for that date.

16 **SECTION 3 – DETAILS, UPGRADES AND SPECIAL PROJECTS**

17 An Employee who exceeds the time limits (mutually agreed date or one year) will lose
18 his/her classification seniority, except for the purpose of layoff.

19 **SECTION 4 – SENIORITY LISTS**

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

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

discrepancies appearing on these lists.

SECTION 5 – COMMITMENT TO RAIL

A. Per the rules below, LLR or Streetcar Employees may return to Bus classifications. Right of return will be by classification seniority. Returning Employees will be integrated into the next Bus pick for their classification.

1. Annually, on a date established by METRO, LLR Operators or Streetcar Operators may declare that they wish to return to FTO/PTO positions. No more than 5% of the Employees in the LLR Operator classification or Streetcar Operator classification, respectively, will be allowed to return to FTO/PTO positions at that time. Additional Employees may be allowed to return to FTO/PTO positions at METRO's sole discretion. The annual opt-out language for Streetcar Operator or LLR Operator in this paragraph is only available to Employees who have been in a Streetcar or LLR Operator position for a full year. For Employees who spend time on the reserve list, the year does not start until they are returned to Streetcar or LLR and start to work in those jobs. LLR Operator Trainees and Streetcar Operator Trainees may not return to FTO/PTO positions until the first annual opt-out period after completion of training, probation and one full year in a Streetcar or LLR Operator position.

B. Special Opt-Out Period for RAIL Employees:

1. Upon ratification of the Collective Bargaining Agreement, RAIL Employees will be given a special period to opt-out of their job at RAIL to return to their classifications on the Bus side.

2. This opt-out period will be open for 120 days and the names of those Employees who opt-out will be made available for all to see. Employees may revoke their election to opt-out prior to the 120 day closure date, but after that point, their elections shall be irrevocable.

3. Employees opting back to Bus side during this period will return to Bus with their full classification seniority that includes both their time spent in Bus, LLR and Streetcar positions.

4. Employees who opt back to Bus side must have a valid CDL. Employees who have let their CDLs lapse will be retrained by Bus; if the Employee fails to obtain a CDL, they

1 may keep their position in RAIL. Employees returning to Bus side will be provided the retraining
2 needed on new equipment, routes and/or rules.

3 5. RAIL and the UNION will work together to develop an Employee Bulletin
4 that describes to RAIL Employees the arrangement for this special opt-out period to ensure they can
5 make an informed choice.

6 6. Employees who opt-out will be returned to Bus side positions in the order
7 they submitted their requests to return Bus side. They will be provided a return date based on RAIL's
8 ability to replace them. The goal will be to return all opt-out Employees to Bus side within one year.

9 7. FTOs/PTOs who have satisfactorily completed LLR or Streetcar training
10 and have left LLR or Streetcar in good standing may return to LLR Operator or Streetcar Operator
11 positions, respectively, at METRO's discretion. Returning LLR or Streetcar Operators will be
12 required to successfully complete recertification. FTOs/PTOs may not otherwise exercise their
13 seniority to bump LLR or Streetcar Operators from their positions.

14 8. Annually, on a date established by METRO, LLR Supervisors may
15 announce their intentions to return to Bus Supervisor positions. No more than one LLR Supervisor
16 may return to Bus Supervisor classifications at that time. This option is available only to those LLR
17 Supervisors who were previously Bus Supervisors.

18 9. Bus Supervisors who have previously qualified as LLR Supervisors and left
19 in good standing may return to LLR Supervisor positions. Returning LLR Supervisors will be
20 required to successfully complete recertification. Bus Supervisors may not otherwise exercise their
21 seniority to bump LLR Supervisors from their positions.

22 10. Electromechanics can return to their former classification at any time by
23 mutual agreement between the PARTIES.

24 11. Following RAIL training and probation, Facilities Employees who have
25 moved to Way, Power and Signals positions may request to return to their Bus classification. Such
26 Employees will be returned if RAIL is willing to release the Employee and Bus is willing to accept
27 the Employee.

28 12. Annually, on a date established by METRO, Streetcar O&M Supervisors

1 or Electromechanics may declare that they wish to return to Bus positions. Each year, the number of
2 Streetcar O&M Supervisors or Electromechanics who shall be allowed to return to Bus positions
3 shall be limited to one of the Employees in the O&M Supervisor or Electromechanic classifications,
4 respectively with a minimum of one Employee for each classification. Additional Employees may be
5 allowed to return to Bus at METRO's sole discretion.

6 13. Any Employee who fails Streetcar training or Streetcar probation, or
7 returns to Bus or LLR in any manner other than through the annual system, shall not be permitted to
8 return to Streetcar for two years, except at METRO's discretion.

9 14. LLR and Streetcar Employees may return to their former classifications in
10 LLR or Streetcar if a vacancy exists. The timing of the Employee's return will be at METRO's
11 discretion to accommodate the need to recruit and train to backfill the vacancy now created by the
12 returning Employee.

13 C. Any Employee who fails LLR or Streetcar training, probation or recertification, for
14 any reason other than a major infraction, will be returned to his/her previous Bus or RAIL
15 classification. Bus side Employees who enter the RAIL training program, and either fail the training
16 program or fail the established probation period, will not lose their seniority when they are returned
17 to the Bus side.

18 **ARTICLE R7: LAYOFF AND RECALL**

19 ***SECTION 1 – REASON FOR LAYOFF***

20 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
21 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days
22 or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for
23 layoff may continue to be employed by METRO. If a reduction in the work force should prove
24 unavoidable and provisions cannot be made to retain affected Employees at different job
25 classifications within METRO, then such Employees will be referred to the King County Career
26 Support Services Section. Should the King County Career Support Services Section cease to exist or
27 to provide the necessary services, the PARTIES will form a relocation task force to seek alternate
28 gainful employment for affected Employees.

SECTION 2 – METHOD OF REDUCTION

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

B. A laid-off Employee who has attained regular status in another job classification may displace a less senior Employee in such classification, provided that the laid-off Employee has obtained all necessary certifications to perform the duties of such classification. No Employee shall be placed into a classification from which the Employee has demoted or failed to complete the probationary period. A laid-off Employee who exercises the right to return to a previous position will be reinstated to the position in classification seniority order which s/he had previously held, except as provided in Article R6, Section 2, Paragraph E.

SECTION 3 – RECALLING LAID-OFF EMPLOYEES

A. An Employee shall be eligible for reinstatement for 24 months following layoff and shall be recalled to service in the order of his/her classification seniority. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to the most recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO within 15 days after such reinstatement offer has been mailed by METRO and report for work at the time and place stipulated in the notice.

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

SECTION 4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL TERMINATIONS (NDMT's)

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

2. If a former Employee's six months in the King County Reassignment Program expires before he/she is returned to work, he/she will then only be eligible for rehire through the

normal rehire process after all Employees on the layoff list have been returned to work.

ARTICLE R8: HOLIDAYS

***SECTION 1 – LLR OPERATORS, STREETCAR OPERATORS, O&M SUPERVISORS,
AND LLR SUPERVISORS***

Eligible Employees in the classifications of LLR Operator, Streetcar Operator, O&M Supervisor, and LLR Supervisor shall be granted the eleven holidays specified in Section 3 as days off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall receive eight hours AC time. An Employee who works on the day of observance, as a part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time for all time worked, calculated in the method provided in this AGREEMENT for work performed on non-holidays.

SECTION 2 – OTHER EMPLOYEES

A. Eligible Employees, except Employees in the classifications of LLR Operator, Streetcar Operator, O&M Supervisor, and LLR Supervisor, shall be granted the eleven holidays specified in Section 3, as days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours AC time. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and one-half for all time worked.

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

SECTION 3 – DAYS OF OBSERVANCE

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

New Year's Day	Labor Day
Martin Luther King Junior Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Presidents' Day	Mark McLaughlin Day (Day after Thanksgiving)
Memorial Day	Christmas Day
Independence Day	

SECTION 4 – PERSONAL HOLIDAY

A. Each Employee, except FLSA-exempt Employees, may choose one personal holiday per payroll year.

B. RAIL must approve or deny the day selected. The following govern use of the personal holiday:

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

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

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

C. An Employee must complete the initial 90 calendar days of employment before taking a personal holiday, except former Bus Employees.

SECTION 5 – SHIFT DIFFERENTIAL

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

SECTION 6 – ELIGIBILITY

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

1. Be on the payroll the scheduled workdays immediately before and after the holiday; and;
2. Not have received an unexcused absence on a scheduled workday immediately before or after the holiday.

ARTICLE R9: VACATION

SECTION 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 years of active service since the Employee's most recent date of employment with METRO. A RAIL Employee who comes from a Full-Time Bus position will retain his/her vacation accrual date. PTO vacation accrual credit will be carried over from METRO in the manner historically counted by 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 years of active service.

F. Vacation Accrual Table

1. Completed Years 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	6. Maximum Hours at End of Payroll Year
0-4	.0385	3.080	80	10	160
5-9	.0577	4.616	120	15	240
10-15	.0770	6.160	160	20	320
16	.0808	6.480	168	21	336
17	.0847	6.776	176	22	352
18	.0885	7.080	184	23	368
19	.0924	7.392	192	24	384
20	.0962	7.696	200	25	400
21	.1001	8.000	208	26	416
22	.1039	8.312	216	27	432
23	.1078	8.616	224	28	448
24	.1116	8.928	232	29	464
25+	.1154	9.232	240	30	480

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

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

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

J. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of service with METRO, and if they leave METRO prior to successfully completing their first six months of METRO service, shall forfeit and not be paid for accrued vacation leave.

SECTION 2 – SCHEDULING VACATIONS

A. RAIL will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday that an Employee normally would have received falls within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere with the function of RAIL; but which provides a minimum amount of picked vacation time approximately equal to the amount of annual vacation accrued by the workforce by classification.

SECTION 3 – SELECTION OF VACATIONS

Selection of vacation shall be by RAIL seniority within the work group the Employee is working. Employees may only pick vacation hours they have accrued at the time of the vacation pick.

SECTION 4 – VACATION PICK LIMITS

A. A LLR or Streetcar Operator may carry over vacation based on the following 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

At pick, an Employee may elect not to select up to the number of hours contained in the table above.

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

C. Any vacation that is accrued in excess of the allowable amounts in Article R9, Sections 1(G) Column 6 and 4(B) shall be considered “use it or lose it”. This means that any vacation hours in excess of the allowable hours, at the end of the payroll year, shall be forfeited and

1 removed from the Employee's vacation balance.

2 **D.** Except as otherwise provided in this AGREEMENT, an Employee desiring to use
3 accumulated vacation which s/he has not picked may use it in single- or multiple-day increments with
4 the prior approval of his/her immediate supervisor.

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

8 **SECTION 5 – VACATION CASH OUT**

9 **A.** RAIL Employee who has accrued more than 80 hours of vacation in a year may
10 elect to cash out a portion of his/her vacation, provided s/he picks a minimum of 80 hours of
11 vacation. During the first and second vacation picks of the year for an Employee's work unit, an
12 Employee may elect to cash out a yearly minimum of eight hours up to a yearly maximum of 60
13 hours of their current vacation balance. Employees may elect to receive the cash out payment at each
14 vacation pick of the year.

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

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

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

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

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

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

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

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

1 under the provisions of Article R10, Section 3, shall be paid for whatever vacation s/he has earned by
2 the effective date of leave before taking such leave. Alternatively, s/he may retain credit for all
3 accumulated vacation, to be used after the leave of absence, in accordance with the procedures
4 contained in Article R10, Section 3. However, should such UNION Officer not resume his/her
5 employment with METRO, s/he will be paid at the rate in effect when the leave of absence began.

6 **ARTICLE R10: LEAVES OF ABSENCE**

7 ***SECTION 1 – GENERAL***

8 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as
9 limited by this AGREEMENT. At RAIL's option, such unpaid leaves of absence, not to exceed one
10 calendar year, may be granted, for reasons other than those described in this Article. A reasonable
11 amount of compassionate leave will be available to Employees under warranting circumstances as
12 determined by RAIL. Requests must be submitted in writing to an Employee's immediate supervisor
13 before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to
14 accept employment with another employer, except leaves for UNION business or leaves for
15 government service in the public interest. The decision to grant or deny an unpaid leave of absence is
16 not subject to the grievance/arbitration procedures in Article R5.

17 ***SECTION 2 – BEREAVEMENT LEAVE***

18 A. If an Employee's spouse/domestic partner or a child, parent, brother, sister,
19 grandparent, or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee
20 may take two days off with pay for bereavement leave per incident and one additional day off with
21 pay per incident when total travel from the Employee's home to the memorial service and back
22 exceeds 200 miles. Additionally, an Employee may use vacation, AC time and/or up to three days of
23 accrued sick leave for bereavement leave purposes per incident, with the approval of the Employee's
24 immediate supervisor. RAIL may, at its discretion, grant bereavement leave for persons other than
25 those listed above where a close family relationship exists. Use of sick leave for bereavement leave
26 purposes shall not count toward probationary points or as an incidence of sick leave in determining
27 verification requirements as specified in Article R11, Section 1.

28 B. An Employee on bereavement leave will be paid his/her regular rate of pay for

1 days on bereavement leave. Such pay shall be based on the Employee's regular assignment to a
2 maximum of eight hours per day, except as provided in Article R13.

3 **SECTION 3 – UNION BUSINESS**

4 A. Pay for time granted to an Employee for a leave of absence to conduct UNION
5 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT
6 relating to benefit costs, accruals and holiday eligibility shall remain in force for up to 30 consecutive
7 calendar days during any period an Employee is on UNION business leave to a maximum of 30
8 consecutive calendar days during each calendar year. For UNION business leave in excess of the 30
9 calendar days, no benefits shall accrue (i.e., vacation and sick leave) and costs of benefit premiums
10 (i.e., medical, dental, optical and disability) shall be the responsibility of the UNION. For purpose of
11 calculating the 30-day limitation, RDOs and holidays shall be included only if the Employee was on
12 UNION business leave the day preceding and the day after the RDO/holiday.

13 B. RAIL may authorize compensation for UNION Executive Board Officers who are
14 performing work-related business.

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

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

22 E. If an Employee is granted a leave of absence, s/he will continue to accrue all types
23 of seniority, including vacation accrual credit, during the effective period.

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

28 G. During days of general UNION election, additional members not to exceed seven

1 shall be granted leave to act as tellers.

2 **SECTION 4 – JURY DUTY**

3 A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
4 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
5 duty and submits proof of report for same, s/he shall receive time off with pay at his/her regular rate
6 of pay for his/her regular assignment, not to exceed eight hours per day for each day served.
7 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for
8 travel expenses may be retained by the Employee.

9 B. Any Employee excused from jury duty less than four hours after his/her jury duty
10 reporting time, shall promptly notify his/her immediate supervisor and may be required to report back
11 to work. An Employee also shall have at least twelve hours off between the completion of his/her
12 scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes
13 before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report
14 time.

15 C. Except as provided above, no LLR or Streetcar Operator shall be required to report
16 back to work. Such Operator may accept work if work is available.

17 **SECTION 5 – MILITARY LEAVE**

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

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

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

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

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

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

3 **SECTION 6 – PARENTAL LEAVE**

4 A. Twelve weeks of paid parental leave shall be granted to Employees pursuant to
5 King County Code 3.12 et al. for the birth of an Employee's child, the Employee's adoption of a
6 child or the foster-to-adopt placement of a child with the Employee.

7 B. In addition to the paid parental leave above, an Employee shall be granted a
8 maximum of six months unpaid leave of absence, after exhausting all AC and vacation, in
9 conjunction with the birth of an Employee's child, the Employee's adoption of a child or the foster-
10 to-adopt placement of a child with the Employee. A request for such leave shall be filed with the
11 Employee's immediate supervisor at least 60 days in advance of the anticipated leave
12 commencement. An Employee on FMLA/KCFML leave will continue to have medical, dental and
13 vision benefits premiums paid by METRO. The Employee may elect to self-pay basic or enhanced
14 Life, Accidental Death and Dismemberment (AD&D) and Long Term Disability (LTD) insurance
15 coverage during any unpaid leave.

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

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

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

26 A. An Employee may take up to a combined total of 18 weeks of unpaid leave for
27 his/her own serious health condition (as defined by the King County Personnel Guidelines), or for
28 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month

period. To be eligible for leave under this Section, an Employee must have been employed by King County for twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in whole or partial days as needed).

B. Intermittent leave is subject to the following conditions:

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

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

SECTION 9 – LEAVE USAGE

A. Sick leave usage: In addition to those circumstances outlined in Article R11, Section 1, Employees may use sick leave to care for family members provided the following two conditions are met:

1. The Employee has been employed by King County for twelve months or more and has worked a minimum of 1,040 hours in the preceding twelve months.

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

a. the family member is the Employee's spouse or domestic partner, the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the family member has a serious health condition as defined by the King County Personnel Guidelines; or

b. the birth of a child and care of the newborn child, or placement of the child by adoption or foster care; provided the leave is taken within twelve months of the birth, adoption, or placement.

B. Accrued leave usage:

1. When taking leave for his/her own health reasons, an Employee must use all of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The Employee may use accrued vacation or AC time before going on unpaid status.

2. When taking a leave for family reasons, the Employee must choose at the start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to take paid leave for family reasons s/he must use all his/her sick leave prior to going on unpaid leave or using vacation or AC time. However, an Employee taking paid leave for family reasons may set aside a reserve of up to 80 hours of accrued sick leave, which does not have to be used during the leave for family reasons.

C. An Employee who has exhausted all of his/her sick leave may use accrued vacation leave and AC time before going on leave of absence without pay, if approved by his/her immediate supervisor, or as provided by state or federal law.

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

SECTION 10 – CONCURRENT RUNNING OF LEAVE

Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run concurrently to the extent permitted by law. Leave taken under King County Family and Medical Leave, as described in Section 8, shall run concurrently with Federal Family and Medical Leave and Washington Family and Medical Leave, and any other leaves that are available under state or federal law.

SECTION 11 – WITNESS LEAVE

A. Any Employee called as a witness on behalf of METRO during an investigation or trial shall receive regular compensation.

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

C. No Employee called as a witness in a METRO-related case by another Employee

1 under investigation for an infraction, during an investigation or trial, shall receive regular
2 compensation.

3 **ARTICLE R11: SICK LEAVE**

4 ***SECTION 1 – PROCEDURES***

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

- 7 1. The Employee's bona fide illness or non-occupational injury.
- 8 2. Supplemental payment for an occupational injury when payments, as
9 specified in Article R12, Section 7, are exhausted.
- 10 3. A part-time Employee's occupational injury for up to three calendar days
11 immediately following the injury.
- 12 4. To care for the Employee's child if the following conditions are met:
 - 13 a. The child is under the age of 18.
 - 14 b. The Employee or the Employee's spouse/domestic partner is the
15 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
16 place of the parent to the child.
 - 17 c. The Employee's child has a health condition requiring the
18 Employee's personal supervision during the hours of his/her absence from work.
 - 19 d. The Employee actually attends to the child's care during the absence
20 from work.
- 21 5. The care of an Employee's adult family member whose health condition
22 requires the Employee's personal supervision during his/her absence from work.
- 23 6. The Employee's personal appointment with a licensed health care provider.
- 24 7. Domestic violence leave that satisfies the conditions of RCW 49.76. An
25 Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave
26 and other paid time off, compensatory time, or unpaid leave time.

27 B. Absences for sick leave must be reported at least 30 minutes before the Employee
28 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to

1 report will be considered unexcused and will not be changed to an excused absence unless such
2 Employee can submit verification from a licensed practitioner that s/he or his/her child received
3 medical treatment and the Employee was unable to report the absence as required. Payment will be
4 made only when the Employee, child, or qualifying family member is sick.

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

6 D. Each Employee who uses paid sick leave, or who takes other time off for a reason
7 permitted by Paragraph A, must sign an annual sick leave certification form. The form confirms that
8 the Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands
9 use of sick leave in a manner inconsistent with Paragraph A constitutes a falsification of a sick report,
10 which is a major infraction per Article R4, Section 3. A certification will be turned in within five
11 calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide
12 the annual certification shall receive an unexcused absence for each day or partial day of absence for
13 which there is no signed certification.

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

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

27 F. An Employee who abuses sick leave may be subject to discipline. In addition to
28 the discipline, such Employee may be required to provide medical verification of all sick leave use

1 for a maximum period of one year from the most recent date of disciplinary action. METRO will not
2 consider approved FMLA/KCFML leaves in assessing discipline.

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

4 H. When a medical verification is required, it shall be on a medical report acceptable
5 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her
6 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
7 family member.

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

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

19 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
20 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
21 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
22 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
23 under the 250-hour threshold as the result of an illness/injury.

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

25 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
26 of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No
27 Employee shall be entitled to sick leave with pay during the first 30 days of employment, except
28 those former Bus Employees, or as may be provided by the Washington Family Care Act, RCW

1 49.12.270. There shall be no limit on the amount of sick leave that can be accumulated.

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

3 A. An Employee shall receive sick leave pay only for hours missed from a regular
4 assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each
5 workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day
6 missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time
7 Employee working a 4/40 schedule will be paid sick leave in accordance with Article R13, Section 8.

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

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

15 D. No payment of accrued sick leave will be made to an Employee who leaves
16 METRO for any other reason.

17 E. An Employee who is receiving Workers' Compensation supplemental benefits for
18 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in
19 Article R12, Section 7. An Employee will continue to accrue sick leave on straight-time hours
20 missed, up to a maximum of 90 workdays for each industrial injury.

21 F. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick
22 leave.

23 **SECTION 4 – USE OF AC TIME**

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

27 **SECTION 5 – RESERVE SICK LEAVE**

28 LLR Employees employed with METRO as of November 1, 1977, were credited with a

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

ARTICLE R12: BENEFITS

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

A. All regular Employees and their dependents will be covered by the medical, dental, vision, life, and long-term disability plans as described in MOAs 410U1016 and 410U0117, which appear as Exhibits E and F. King County shall make the following contributions on behalf of the Employer to the insured benefits plans:

2017: \$1,556 per Employee per month, which reflects a 6.2% increase from the 2016 rate.

2018: \$1,556 per Employee per month.

2019: \$1,587 per Employee per month, which reflects a 2.00% increase from the 2018 rate.

Payment of benefit increase in the third year of the contract waived upon successful reintegration of ATU into JLMIC benefits bargaining under a combined JLMIC-Eligible Employee Protected Fund Reserve. METRO will not make unilateral changes to existing benefits.

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

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

SECTION 2 – MEDICAL BENEFITS – RETIREES

Within 60 days of service retirement, a retired Employee with five or more years of consecutive service may continue medical and vision coverage with METRO at the prevailing

METRO group rate for retirees until age 65 or until s/he becomes eligible for Medicare. Such Employee waives all rights to COBRA coverage.

SECTION 3 – JOINT LABOR MANAGEMENT INSURANCE COMMITTEE

During the life of this AGREEMENT, the PARTIES shall work together to try to reestablish the UNION in the JLMIC. If this is accomplished, the UNION agrees that it shall be bound by the JLMIC benefits subject to interest arbitration. The PARTIES agree to reopen any issues necessary to memorialize an agreement that reintegrates the UNION into the JLMIC benefits plan, should such an arrangement be secured.

SECTION 4 – SHORT-TERM DISABILITY

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

SECTION 5 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT

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

SECTION 6 – PERSONAL PROPERTY LOSS BENEFIT

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

1. The armed robbery, theft or assault occurs while the Employee is at work;
- and,
2. The property was in the personal possession of the Employee at the time of the theft or robbery or, in the case of LLR or Streetcar Operators, the property was on the train and was not left unattended, except when the Operator was required to leave the driver's compartment to attend to official METRO duties; and,
3. The Employee makes a robbery, theft or assault report to the Police Department; and,

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

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

Item	Maximum Value
Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag, Purse or Backpack	\$55.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement
Prescription Eyeglasses	\$200.00
Cell Phone	Replacement value up to \$150.00

SECTION 7 – TRANSIT PASS

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

SECTION 8 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE

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

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

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

The percentage shall be as follows:

- 1 a. For the first 60 workdays missed – 100%.
- 2 b. For the next 60 workdays missed – 90%.
- 3 c. For the next 140 workdays missed – 80%.
- 4 2. Such supplemental payment program will continue for a period not to
- 5 exceed 260 workdays, or two calendar years from the date of injury, whichever comes first.
- 6 3. To determine net take-home pay, the Payroll Section will calculate the
- 7 Employee's hourly wage at the time of injury times 80 hours minus mandatory deductions.
- 8 4. A full-time Employee who is otherwise eligible for supplemental payment,
- 9 but who is not receiving any actual supplemental payment because the total payments s/he is
- 10 receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall
- 11 continue to be benefit eligible.
- 12 C. To be eligible for METRO's supplemental payments, the Employee must:
- 13 1. Notify METRO's Workers' Compensation Office if unavailable for more
- 14 than 24 hours during a Monday through Friday period.
- 15 2. Notify METRO's Workers' Compensation Office of other employment or
- 16 compensation received while being paid workers' compensation.
- 17 3. Be available for medical treatment and/or vocational rehabilitation,
- 18 consultation, or services.
- 19 4. Accept alternative work assignments which are offered by METRO and
- 20 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
- 21 Employee's physician if identified restrictions require clarification.
- 22 5. Maintain eligibility for workers' compensation under state regulations.
- 23 6. When notified at least 48 hours in advance, attend all meetings and
- 24 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
- 25 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
- 26 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
- 27 prior to such meeting or examination.
- 28 7. If records indicate two "no shows" for scheduled medical or vocational

1 services, supplemental payments may be terminated, provided such Employee and the UNION are
2 notified seven days in advance.

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

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

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

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

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

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

24 **SECTION 9 – LEGAL DEFENSE**

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

1 cost to such Employee.

2 ***SECTION 10 – COMMERCIAL DRIVER LICENSE***

3 METRO agrees to pay for Commercial Driver License (CDL) renewals for all Employees
4 who are required by RAIL to have a CDL or wish to maintain their CDL.

5 ***SECTION 11 – GENERAL CONDITIONS***

6 A. Benefit premiums paid by an Employee shall be deducted in equal installments
7 from the first and second paycheck of every month.

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

10 C. METRO shall not make its monthly contribution for medical, dental, group life
11 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence
12 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
13 medical leave laws or Article R10, Section 3, Paragraph B.

14 ***SECTION 12 – ACCUMULATED COMPENSATORY TIME***

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

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

21 C. As a pilot project that continues through October 31, 2019, AC time in excess of
22 100 hours shall be paid in cash at the end of each pay period.

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

27 E. By written request, an Employee may cash out any portion of his/her AC bank,
28 provided s/he cashes out at least eight hours. Payment will be made as part of the next possible

1 payroll following METRO's receipt of the request.

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

4 G. Bus Employees coming to RAIL may bring a maximum of 40 hours of AC time to
5 their new employment in RAIL.

6 H. For RAIL classifications, except as provided elsewhere in this AGREEMENT, and
7 consistent with daily staffing requirements, RAIL will determine the number of Employees allowed
8 to have time off. An Employee may use AC time for a reasonable amount of compassionate leave
9 under warranting circumstances, as determined by RAIL.

10 ***SECTION 13 – RETIREMENT ACKNOWLEDGMENT***

11 Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the
12 purpose of acknowledging that Employee's service to the citizens of King County. The Employee
13 shall choose the form of acknowledgment from two options: either a celebration, including
14 refreshments, at the worksite or a luncheon with the Employee's immediate supervisor. In addition,
15 each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted on it if
16 s/he worked on the Bus-side and a Rail plaque.

17 ***SECTION 14 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

18 Effective January 1, 2018, medical examinations that are required for the purpose of obtaining
19 or maintaining a Commercial Driver License will be covered by the health insurance plans. Costs to
20 Employees shall not be subject to either deductibles or co-pays, provided the Employee uses an in-
21 network provider. The costs shall be borne by King County and shall not be charged against ATU's
22 costs in the Protected Fund Reserve. METRO will also reimburse these costs for Employees who are
23 not receiving health benefits from King County.

24 **ARTICLE R13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

25 ***SECTION 1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES***

26 A. An "Alternative Workweek Employee" shall mean a regular full-time Employee
27 whose regular assignment is not eight work hours per day, five days per week.

28 B. A "4/40 Employee" shall mean a regular full-time Employee whose assignment is

1 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight
2 hours straight-time pay per day for five days per week.

3 C. RAIL and the UNION may define other types of Alternative Workweek Employee
4 statuses, such as 9/80 schedules, and will amend this Article as needed to address issues concerning
5 the hours of Employees who work on these new schedules.

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

8 ***SECTION 2 – REGULAR DAYS OFF***

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

11 ***SECTION 3 – HOLIDAYS***

12 Each 4/40 Employee shall be granted the same holidays as other Employees in his/her
13 classification. An Employee who is on RDO or vacation on the day of observance, will receive eight
14 hours of AC time at the straight-time rate. An Employee who works on the day of observance, as
15 part of his/her regular work schedule, will receive eight hours AC time at the rate specified in Article
16 R8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the
17 Employee's regular day to work, but the Employee is not scheduled to work, the Employee will
18 receive ten hours of holiday pay.

19 ***SECTION 4 – PERSONAL HOLIDAY***

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

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

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

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

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

1 additional time off in accordance with Article R10, Section 2 will be paid ten hours sick leave, AC
2 time and/or vacation per workday for up to three additional days.

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

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

8 ***SECTION 8 – SICK LEAVE***

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

11 ***SECTION 9 – DISABILITY***

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

15 ***SECTION 10 – OVERTIME***

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

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

20 Employees will be provided with a minimum 30 days notice prior to cancellation of a 4/40
21 shift, except in LLR Operations. The availability of 4/40 shifts shall be determined by RAIL.

22 **ARTICLE R14: RATES OF PAY**

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

24 A. Effective on the start of the pay period that includes November 1, 2016, the top
25 hourly wage rate for each job classification will be as shown in Exhibit RA. These wages shall be
26 effective until the pay period that includes October 31, 2017. The wages in Exhibit RA reflect a
27 2.00% general wage increase from the expiration of the prior Collective Bargaining Agreement. The
28 total wage compensation for the November 1, 2016 – October 31, 2019 contract term will be derived

1 from a negotiated fixed rate wage increase or a cumulative COLA formula, whichever is greater, as
2 set forth in Section 2.

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

4 1. Except for LLR Supervisors and LLR Supervisors-in-Training, each job
5 classification will have five step increments as follows: first step will be 70% of the top rate of the
6 classification; upon completion of twelve months, the second step will be 80%; upon completion of
7 the next twelve months, the third step will be 90%; upon completion of the next six months, the
8 fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A
9 new hire in the position of LLR Supervisor, Electromechanic, Maintenance Service Center (MSC)
10 Worker, Track and Right of Way (ROW) Maintainer, Rail Facilities Mechanic, and Signal and
11 Communications Technician may be hired above the first step and up to the top step at METRO's
12 sole discretion. The UNION will be notified of each hire at above entry step.

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

20 **C. An Employee who is promoted or upgraded into a classification with a higher top-**
21 **step hourly rate shall be placed at the lowest step in the salary schedule for the new classification**
22 **which results in an increase of at least 2.5%. Thereafter, a promoted Employee shall progress to any**
23 **subsequent wage steps based on completion of the required service periods. Service in the new**
24 **classification on a temporary upgrade status prior to promotion shall not be counted toward**
25 **progression on the schedule.**

26 **SECTION 2 – GENERAL WAGE INCREASE**

27 **A. In addition to the wage increase that is set out in Article R14, Section 1(A), there**
28 **will be two general wage increases:**

1. On the start of the pay period that includes November 1, 2017: 3.00%.
2. On the start of the pay period that includes November 1, 2018: The greater of:

a) 4.00% or

b) The total cost of living adjustment for 2016, 2017 and 2018, as determined by the formula below, minus 5.00% (which is the sum of the general wage increase paid in 2016 and 2017).

B. The following language will be used to determine the wage increase as set forth in paragraph A.2.b above: All cost-of-living adjustments will be based on the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). These adjustments will be based on the following formula:

$$(\text{Aug}_{y-1} + \text{Oct}_{y-1} + \text{Dec}_{y-1} + \text{Feb}_y + \text{Apr}_y + \text{June}_y) /$$

$$(\text{Aug}_{y-2} + \text{Oct}_{y-2} + \text{Dec}_{y-2} + \text{Feb}_{y-1} + \text{Apr}_{y-1} + \text{June}_{y-1}) - 1$$

Y = Current Year

Y-1 = 1 Year Ago

Y-2 = 2 Years Ago

C. The following language will be used to determine the wage increase as set forth in paragraph A.2.b above: For the cost-of-living adjustment on the pay period that includes November 1, 2016, November 1, 2017, and November 1, 2018: the top step of each job classification shall be 95% of the number determined by the formula in Paragraph B times the base wage for such classification. Such adjustments shall never result in a wage reduction. The base wage for each classification for the cost of living adjustments, shall be the top step wage in effect October 1, each year, for that classification. Other steps in the wage progression for each classification will be recalculated according to Section 1, based on the adjusted top step.

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

4 **E.** In the event the general wage increase in paragraph A.2.b exceeds the general
5 wage increase in paragraph A.2.a, the PARTIES agree to reopen the contract for the limited purpose
6 of negotiating changes to the contract that create a financial efficiency offset equal to the additional
7 wages to be paid beginning November 1, 2018, per paragraph A.2.b. Any negotiated agreement
8 under this provision shall be submitted by the UNION to its membership for a ratification vote. If the
9 membership fails to ratify the revised agreement, the November 1, 2018, general wage increase shall
10 be equal to the increase set forth in paragraph A.2.a.

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

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

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

21 **SECTION 4 – FLSA REQUIREMENTS**

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

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

SECTION 5 – DEMOTION

Employees who accept a demotion into a lower paid UNION position because of poor health or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step within the new position's wage range which most closely matches the Employee's wage in his or her former wage range, but does not exceed the rate of pay received by the Employee in his/her former classification.

ARTICLE R15: STREETCAR OPERATORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A. A "Streetcar Operator" shall mean a person employed by METRO on a continuing basis to operate the South Lake Union Streetcar or First Hill Streetcar who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per week, provided s/he has accepted all work assigned as specified in this Article. For each regularly-scheduled workday or portion thereof on which a Streetcar Operator does not perform his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A "regularly-scheduled workday" shall mean a day on which an Employee is normally required to work.

B. There will be two kinds of Streetcar Operators: Regular Streetcar Operators and Extra Board Streetcar Operators. A "Regular Streetcar Operator" shall mean a Streetcar Operator who picks runs as a work assignment for his/her eight or ten-hour guarantee. An "Extra Board Streetcar Operator" shall mean a Streetcar Operator who picks the Extra Board and works as assigned for his/her eight-hour guarantee.

C. "Loader" shall refer to an Employee who picks, or is assigned on the Extra Board, the task of selling passage; but who does not drive the conveyance for which the passage is sold. A Streetcar Operator who is assigned to loading duties may be assigned other duties during his/her shift.

SECTION 2 – HIRING OF STREETCAR OPERATORS

A. All hiring processes for Streetcar Operators will be open to all bargaining unit Employees and outside applicants. Until January 1, 2019, or the current hiring list has been

1 exhausted, whichever comes first, RAIL will not screen, test, interview, or hire outside applicants to
2 these positions, unless an insufficient number of Employees qualify through the selection process.
3 The qualification criteria will be the same for all applicants.

4 B. Employees are encouraged to apply for Streetcar Operator 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 **SECTION 3 – PROMOTIONAL LISTS**

11 1. If an Employee accepts a LLR Operator or Streetcar Operator position, he/she will
12 be removed from any of the other Operator list (LLR, Streetcar, and PTO to FTO) and will be
13 ineligible to apply for any other Operator selection process for a period of six months from the
14 qualification date of the training class he or she accepted.

15 2. If an Employee turns down an offer of appointment to any Operator position, he or
16 she will be removed from that list.

17 3. The provisions of this AGREEMENT apply to job offers for training classes which
18 start after the date of this AGREEMENT.

19 4. For Employees on two lists, who have already been offered a job at the time this
20 AGREEMENT is signed, but the class will not start for at least one week, Transit HR will contact the
21 Employee and afford them the option of continuing with the training class or withdrawing and
22 remaining on the other list.

23 5. Transit Human Resources will notify candidates for the positions covered by this
24 AGREEMENT about the provisions of this section of the AGREEMENT.

25 **SECTION 4 – STREETCAR OPERATOR GUARANTEES**

26 A. Streetcar Operators will not be required to accept Part-Time status.

27 B. All runs will be worked by Streetcar Operators, except as provided elsewhere in
28 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 **SECTION 5 – GENERAL CONDITIONS**

16 A. Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator
17 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
18 or O&M Supervisor to take the assignment.

19 B. The O&M Supervisor may use his/her judgment as to which Employee to use in an
20 emergency.

21 C. Any Streetcar Operator not being relieved when arriving at the relief point will call
22 the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar
23 Operator does not wish to continue working, s/he shall request to be relieved. RAIL must relieve the
24 Streetcar Operator within one and one-half hours.

25 D. An "assignment" shall mean any work or duties that the Employee is required to
26 perform.

27 E. The cutoff time for calling to be removed from the sick list, and for signing the day
28 off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., s/he may

1 retain his/her following day's full assignment by calling off the sick list at least one hour prior to the
2 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

3 F. At each pick, a Streetcar Operator may indicate his/her preference regarding
4 training assignments. RAIL will attempt to accommodate a Streetcar Operator's preference when
5 assigning students; however, any Streetcar Operator may be given a training assignment if necessary.
6 Trainees shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
7 determines that safety would be jeopardized.

8 G. RAIL shall provide a minimum five-minute scheduled layover after each revenue
9 trip, except when:

- 10 1. The revenue trip is less than 15 minutes long, or
- 11 2. The revenue trip is the last revenue trip before the streetcar returns to the
12 base, or
- 13 3. The revenue trip is live-looped or through-routed, or
- 14 4. The layover has been reduced by mutual agreement of the PARTIES.

15 When circumstances beyond the Streetcar Operator's control result in less than five minutes
16 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
17 the next southern terminal, except on his/her last trip, provided the Streetcar Operator attempts to
18 notify the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION
19 as having insufficient layover time.

20 H. In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
21 layover in assignments over five hours in length and an additional 15-minute layover in weekday
22 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it
23 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a
24 service report. "Length" equals report, travel and platform time, but does not include bonus time.

25 I. Each day at each base, METRO guarantees that for every 45 Operators normally
26 scheduled to work on that day, rounded to the nearest 45, one Operator shall be excused from his/her
27 assignment. However, the guarantee shall be a minimum of one each day at each base. Request for
28 AC days off may not be entered into the day off book more than one calendar month in advance of

1 the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day prior. An
2 Operator who has had the same day of the week off for the last three (3) weeks shall be moved to the
3 bottom of the list. If workforce allows, more Operators than the guarantee can be excused for the
4 day. These guarantees shall not apply in the case of an extreme emergency.

5 J. All assignments shall be completed within a maximum 14-hour spread or up to 16
6 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start
7 time of the first assignment following at least ten continuous hours off.

8 K. When a Streetcar Operator presents a valid medical restriction which prevents
9 operation of the equipment or in the facility of his/her assignment, METRO will work with the
10 UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-
11 up.

12 **SECTION 6 – RUNS**

13 A. There shall be two types of Streetcar Operator runs.

14 1. A “straight run” will consist of straight-through work including platform,
15 report, travel time and other duties as assigned (within the Employee’s job classification).

16 2. A run combination or “combo” will consist of two or three pieces of work
17 which are at least seven hours and eleven minutes in total work time, including platform, report,
18 travel time, and other duties as assigned (within the Employee’s job classification), and which are
19 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through
20 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and
21 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

22 B. At least 75% of all runs Monday through Saturday will be straight runs. Combos
23 on Saturdays shall be paid straight through. There shall be no combos on Sundays.

24 C. Runs shall be determined by RAIL in accordance with the provisions in this
25 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
26 defined as a “tripper”.

27 D. Any Extra Board Streetcar Operator working a regularly-scheduled run shall be
28 paid the regularly-scheduled run pay.

1 E. Runs and combos may be broken into trippers on the same day in order to allow
2 RAIL to fill all work.

3 **SECTION 7 – STREETCAR OPERATOR PICKS**

4 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of
5 packaged assignments and RDOs, Extra Board positions, and vacations.

6 B. Streetcar Operators will have two system wide picks, at least 22 weeks apart. An
7 additional system wide pick will occur at a time to take effect during June.

8 C. Copies of the pick schedule will be posted in the base and in the UNION office at
9 least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,
10 certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

11 D. A Streetcar Operator who wishes to select an assignment must select an
12 assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree
13 otherwise.

14 E. RAIL will determine the Regular work assignments and the number of Extra Board
15 positions and Extra Board RDO combinations. Copies of all assignments will be posted in the base
16 six days prior to the start of the assignment selection.

17 F. The UNION shall be supplied a copy of the final work assignments to be used for
18 the pick at least two weeks prior to the first day of the pick.

19 G. Each Streetcar Operator shall have two consecutive RDOs, or in case of a 4/40
20 Streetcar Operator three consecutive RDOs, in every seven-day period, except when Streetcar
21 Operator shake-ups or move-ups make this impossible.

22 H. No Streetcar Operator will be forced to pick an assignment of runs which would
23 result in less than ten hours off between consecutive workday assignments, or less than 56 hours off
24 on his/her two consecutive RDOs.

25 I. The pick will be conducted by guidelines mutually established by the PARTIES.
26 No Streetcar Operator shall be compensated for time spent in the selection process, unless it is during
27 his/her regular work hours.

28 J. A Streetcar Operator, who fails to appear at his/her scheduled pick time and who

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

5 K. Each Streetcar Operator must pick work which is compatible with any existing
6 medical restrictions s/he has on file with METRO. Failure to do so will result in a forfeiture of the
7 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
8 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
9 restriction.

10 L. To meet specific service needs, RAIL may identify specific days on which
11 Streetcar service will operate on a schedule different than the regular schedule. Such schedule
12 deviation days may include a change in the hours of service, the frequency of service, and/or the
13 number of cars in service during any portion of the service day. Any day identified by RAIL that will
14 have a schedule deviation will be posted at the pick. Each Regular Streetcar Operator working on
15 his/her regular workday will pick his/her assignment, by seniority. Regular Streetcar Operators may
16 select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned
17 work will go to the Extra Board Streetcar Operators scheduled to work that day.

18 M. A Streetcar Operator who has been unable to work for 30 days or more must be
19 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
20 Such Streetcar Operator will not be allowed to pick an assignment except by mutual agreement
21 between the PARTIES. A Streetcar Operator who returns to duty without a picked assignment will
22 be placed on an assignment mutually agreeable to the PARTIES.

23 **SECTION 8 – MOVE-UPS**

24 A. If regular or Extra Board assignments become vacant, less senior Streetcar
25 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
26 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
27 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
28 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations become

1 available, Extra Board Streetcar Operators at the base who could not have picked these RDO
2 combinations may choose the new RDO combinations. Streetcar Operator move-ups will be
3 conducted only when they can be implemented at least 28 days prior to a shake-up.

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

7 **SECTION 9 – SELECTING VACATIONS**

8 A. Vacations will be picked once per year.

9 B. Vacations may be split into periods of one or more full weeks. If an Employee's
10 vacation is not evenly divisible into full weeks, the odd number of days must be taken as one-day
11 vacations to a maximum of four days per payroll year.

12 C. Streetcar Operators may pick only one prime time vacation per year. METRO
13 shall determine the number of vacations offered in each period. Each year, METRO shall furnish the
14 UNION with a list of vacation periods.

15 D. The UNION shall determine the prime time periods for the following year and
16 inform METRO of their determination in writing in advance of the first day of the fall pick of the
17 current year.

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

20 F. After a vacation relief has been assigned to an Extra Board Streetcar Operator,
21 there shall be no changes in vacation unless agreed by the Streetcar Operator who is assigned the
22 vacation relief.

23 G. A Streetcar Operator may, with METRO approval, change his/her vacation at the
24 base to a period which s/he did not have the seniority to pick provided the available period(s) are
25 posted at least one week in advance.

26 **SECTION 10 – EXTRA BOARD**

27 A. Extra Board Streetcar Operators shall bid three times a year (with other Streetcar
28 Operators).

1 B. Extra Board Streetcar Operators shall bid for two consecutive RDOs.

2 C. Extra Board Streetcar Operators shall bid on chronological position on the Extra
3 Board ("1", "2" or "3").

4 D. Extra Board Streetcar Operators may exercise classification seniority to work
5 regular runs that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained
6 absence of more than one week.

7 E. At RAIL's discretion, FTOs and PTOs who have been trained as Streetcar
8 Operators may be added to the bottom of the Extra Board.

9 F. During a shake-up, any newly hired Streetcar Operators shall be placed two
10 positions up from the bottom of the Extra Board. Selection of position shall be by seniority.

11 G. All work assigned to an Extra Board Streetcar Operator as part of his/her regular
12 workday assignment will be within a spread of 14 hours except in the case of an emergency.

13 H. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
14 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar
15 Operator who is available the following day will receive one hour of straight-time pay, except in case
16 of extreme emergency.

17 I. The Extra Board work shall be assigned according to the following rules:

18 1. Extra Board Streetcar Operators shall work all assignments as assigned by
19 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
20 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
21 description. Assignments may include "Report" time assignments as determined by an O&M
22 Supervisor.

23 2. All work shall be assigned to the Extra Board, from the top of the board
24 down, according to quit time, with the earliest quit assigned first.

25 3. Quit time of special work shall be estimated by RAIL for the purpose of
26 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
27 time.

28 4. If two or more Streetcar Operator assignments quit at the same time, they

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

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 Streetcar Operators available for work on a regular workday is less than the number of available runs and special work which fits the definition of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

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

9. The following provisions shall apply to Extra Board Streetcar Operators who

1 choose vacation reliefs:

2 a. Extra Board Streetcar Operators may request to work the runs of
3 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave
4 of absence of one week or more. Vacant runs may be picked as vacation reliefs until they are filled
5 by a move-up. Streetcar Operators will pick this work by seniority.

6 b. When a vacation relief assignment ends, the Extra Board Streetcar
7 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
8 RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief, or
9 remainder of an unpicked vacation relief, according to seniority. Such Streetcar Operators shall
10 retain the RDOs of the vacation relief through the remainder of the pay week.

11 c. Extra Board overtime policies remain unchanged.

12 d. An Extra Board Streetcar Operator picking a vacation assignment
13 must work the entire vacation assignment, except as provided in Subparagraph b.

14 10. If an Extra Board Streetcar Operator's normal sequence assignment
15 conflicts with his/her partial absence or non-driving assignment, then such Streetcar Operator will be
16 given an assignment which is not a straight run. RAIL will attempt to maximize straight-time paid
17 work hours for such Streetcar Operators.

18 J. No Streetcar Operator's RDO shall be cancelled or changed without the consent of
19 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall
20 have a minimum of 56 hours off for his/her two consecutive RDOs.

21 K. Extra Board Streetcar Operators working a report assignment:

22 1. Extra Board Streetcar Operators will be available for a spread of 13 hours
23 and must accept all work according to Extra Board Streetcar Operator work rules set forth in this
24 AGREEMENT.

25 2. A Streetcar Operator may voluntarily waive his/her 13-hour spread. A
26 Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14
27 hours.

28 3. The Streetcar Operator with the earliest first report time gets the first piece

1 of work that is or becomes available within his/her spread, except in cases of emergency. If the
2 assignment is less than eight hours work time, the Streetcar Operator may be assigned additional
3 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules
4 of Section 9, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late
5 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

6 4. At the discretion of the O&M Supervisor, assignments that become
7 available for Extra Board Streetcar Operators may be broken up if necessary to keep service in
8 operation.

9 5. Work available at the time an Extra Board Streetcar Operator working on
10 report is released from an a.m. assignment may be assigned at that time for the remainder of the day
11 at the discretion of the O&M Supervisor.

12 6. No Extra Board Streetcar Operator will be required to work prior to report
13 time.

14 **SECTION 11 – OVERTIME**

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

19 B. Any Streetcar Operator working a regular run on his/her RDO shall be paid for
20 eight hours at the overtime rate or for actual overtime hours worked, whichever is greater. A
21 Streetcar Operator who works two separate and complete runs on the same day will be paid such
22 guarantee for each run. A Streetcar Operator assigned overtime on his/her RDO, per Paragraph C.2
23 and C.4, shall be guaranteed a minimum for the day of two hours and forty minutes pay at the
24 overtime rate.

25 C. If overtime is available it shall be assigned by seniority with the greatest pay time
26 first, according to the following Streetcar Operator sequence:

- 27 1. Extra Board Streetcar Operators on regular workday.
- 28 2. Extra Board Streetcar Operators on an RDO.

1 3. Regular Streetcar Operators on regular workday.

2 4. Regular Streetcar Operators on an RDO.

3 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding
4 their 13-hour spread time, except as provided in Section 4, Paragraph J.

5 6. Available O&M Supervisors shall be offered an opportunity to work
6 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have
7 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on
8 both their regular workdays or on their regular days off.

9 7. Extra Board Streetcar Operators on regular workday forced in inverse order
10 of seniority.

11 D. No Streetcar Operator shall be required to work on his/her RDO. No Regular
12 Streetcar Operator shall be assigned overtime work unless s/he volunteers for such work.

13 E. Any Streetcar Operator volunteering for overtime shall be required to work the
14 overtime assigned.

15 F. An Extra Board Streetcar Operator may request to add or remove overtime
16 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
17 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
18 with Paragraph C.7.

19 G. A Regular Streetcar Operator may request to be added to or removed from the
20 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be
21 effective Saturday.

22 H. During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar
23 Operator to remain available to continue to perform work within his/her job classification.

24 **SECTION 12 – SPECIAL ALLOWANCES**

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

26 B. Thirty minutes straight-time pay shall be paid for the first report of each accident.
27 If a Streetcar Operator is required to fill out a separate report by the State of Washington or a local
28 police department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer

1 approves the first accident report and the Streetcar Operator is called in to fill out an additional report
2 other than those for the State of Washington or local police departments, an additional 30 minutes
3 straight-time pay shall be paid for filling out each additional report. Forty-five minutes straight-time
4 pay shall be paid for the first report of each accident involving a collision with another vehicle in
5 which both vehicles are moving or in any collision with a pedestrian.

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

- 9 1. Incident reports, except those involving Streetcar Operator assaults –10
10 minutes.
- 11 2. Incident reports involving Streetcar Operator assaults –20 minutes.
- 12 3. Vandalism reports –5 minutes.
- 13 4. Found tags – 5 minutes.
- 14 5. Streetcar Operator Request slips – 5 minutes.
- 15 6. Safety reports, when requested by a supervisor – 5 minutes.
- 16 7. Service reports, when requested by a supervisor – 5 minutes.

17 D. A Streetcar Operator who is not on report shall be paid a minimum of one hour
18 straight-time pay for a streetcar change.

19 E. One hour straight-time pay shall be paid to a Streetcar Operator for each day spent
20 instructing a student.

21 F. If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the
22 overtime rate applies, s/he will be paid at the overtime rate or receive the minimum tripper time,
23 whichever is greater.

24 G. The minimum time paid, including report and travel time, for regularly-scheduled
25 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half
26 hours straight-time pay (one hour forty minutes overtime pay).

27 H. An Extra Board Streetcar Operator, who works past a twelve-hour spread on a
28 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,

1 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
2 hours.

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

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

9 K. A Streetcar Operator who is relieved on the road and is directed by METRO to
10 return to the base to submit an accident or incident report or a found item will be paid travel time at
11 the applicable rate.

12 **SECTION 13 – UNIFORMS**

13 A. If Streetcar Operators are required to wear uniforms that are different from those
14 of FTOs, then upon completion of training and after certification, a newly hired Streetcar Operator
15 shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to the extent that
16 these articles of clothing differ from Bus uniforms. Thereafter, the uniform allowance shall be
17 available annually on the Streetcar Operator's anniversary date.

18 B. A uniform allowance of twelve times the top step FTO wage rate on January 1 of
19 each year shall be available annually on each Streetcar Operator's certification date. FTOs who
20 move from Bus to Streetcar, will continue to receive their uniform allowance on their original Bus
21 qualification date. The uniform allowance may be used only to purchase authorized uniform items.
22 A Streetcar Operator who does not pick an assignment and who is not required to be in uniform will
23 have his/her uniform allowance for the following year reduced by one-third of the annual allowance
24 for each shake-up on such status.

25 C. Uniform allowance balances may be carried over if unused. A Streetcar
26 Operator's accrued allowance may not exceed 25 times the top step FTO wage rate as shown in
27 Exhibit RA.

28 D. Streetcar Operators are required to be in uniform while on duty. When uniform

garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be considered acceptable uniform attire.

E. Footwear designated by RAIL may be purchased with the uniform allowance. Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel over two inches high.

F. All uniform items will be union made, unless mutually agreed between the PARTIES.

SECTION 14 – RESERVE STAFF FOR STREETCAR OPERATORS

A. If at the end of a Streetcar Operator training class, RAIL has insufficient positions for all trainees who pass the class, those who are not placed in an Operator position will return to their Bus positions until RAIL can appoint them to a position. These Employees will be considered to be on a reserve list, and when a position becomes available, the Employee must accept the Streetcar Operator position.

ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

A “Streetcar Maintenance Employees” shall mean a person employed by RAIL on a regular full-time continuing basis to service and maintain streetcar equipment and/or facilities and other duties as determined by RAIL in the following classifications.

- Electromechanics
- Maintenance Service Center Worker
- Rail Service Worker
- Track and Right of Way Maintainer

SECTION 2 – HIRING

Streetcar Maintenance Employees shall be hired through an open and competitive recruiting process.

SECTION 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.

SECTION 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 pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

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

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

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

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

F. For holiday work assignments, RAIL will determine the staffing needs for each shift. When RAIL has determined which classifications will be required to work, Employees in those classifications will be offered the holiday assignment in seniority order, as follows:

1. Employees on regular workday.
2. Employees on their RDO
3. By inverse seniority to Employees on regular workday.

1 **SECTION 5 – PICKS AND MOVE-UPS**

2 A. Three times each year, consistent with Streetcar Operator picks or when a facility
3 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each
4 shift shall be posted.

5 B. At the pick, each Employee listed in Section 1 will be permitted to select shift
6 (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also
7 may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
8 Manager/designee will meet with the UNION Executive Board Officer for Rail and the
9 President/Business Representative/designee to discuss and identify any ongoing or planned special
10 projects that may be appropriate for posting on the pick sheets.

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. An Employee shall be compensated for the time spent in the selection process
16 when it is during his/her work hours.

17 E. UNION representatives for Maintenance will be present and facilitate the pick.

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

25 G. When RAIL determines that an Employee will be unavailable for work for an
26 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
27 will be notified prior to the pick process. If such Employee returns to work during a shake-up, s/he
28 may return to his/her previous picked position, if such still exists, or to a position as close as possible

1 to the assignment s/he was working previously. RAIL and the Employee may mutually agree to a
2 different assignment, and the UNION will be notified.

3 H. If a vacant position is to be filled, Employees in that classification at that base may
4 have a move-up. The UNION will be notified and effect the move-up.

5 I. The Streetcar Electromechanics shall pick from among the positions at Streetcar.

6 J. For a two week block, Rail Service Workers shall be assigned to report to a
7 particular base to sign in. However, on a daily basis, Rail Service Workers may be assigned to work
8 any base. If RAIL expands to hire more than one RSW, the RSWs will pick at a specific base.

9 **SECTION 6 – VACATION SELECTION**

10 A. Vacations shall be picked once each year no later than December 15th for the
11 vacation in the following payroll year.

12 B. A minimum of one Employee per base will be allowed on vacation at any one
13 time.

14 C. Vacation may be split into blocks of one or more full weeks. If an Employee's
15 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in
16 one period. The selection of vacations by Employees shall be extended over the entire payroll year.
17 An Employee who takes his/her vacation in two or more blocks shall select the second block of
18 his/her vacation after all Employees in his/her classification have made their first selection; his/her
19 third selection after all Employees in his/her classification have made their second selection; etc.,
20 until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
21 Employee's RDO.

22 D. Employees may use vacation or accumulated accruals in increments of one or
23 more hours, provided s/he has available vacation or accumulated time and subject to advance
24 approval by his/her immediate supervisor.

25 **SECTION 7 – OVERTIME**

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

1 **B.** Overtime on any shift shall be computed at the rate paid for the Employee's
2 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
3 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
4 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
5 shift overtime rate of pay.

6 **C.** Overtime assignment of four hours or less will be offered, by seniority at a
7 location, to qualified Employees who are working the shift preceding or succeeding the shift where
8 the work is to be accomplished and/or performed.

9 **D.** Overtime assignments of more than four hours will be offered, by seniority at a
10 location, to qualified Employees, including Employees on their RDO.

11 **E.** Overtime assignments of eight or more hours will first be offered to qualified
12 Employees at a location who are on their RDO before it is split and offered in smaller pieces.

13 **F.** Should no Employee at a location accept the overtime assignment, it may be
14 offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign
15 the work at a location to a qualified Employee, it may choose to assign the overtime to the least
16 senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the
17 overtime may be assigned to the next least senior qualified Employee who is reasonably available.

18 **G.** An Employee who is scheduled for paid time off, and who is interested in working
19 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
20 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
21 these RDO's also require this notice. For overtime assignment, s/he will be considered in seniority
22 order in accordance with Paragraphs D and E.

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

28 **I.** An Employee, who has gone home after his/her regular shift and who is called back

to work and reports for work, will be guaranteed at least four hours pay at the overtime rate.

J. An Employee called in before his/her regularly-scheduled report time and in conjunction with his/her regular shift will be paid for actual hours worked.

SECTION 8 – SHIFT DIFFERENTIAL

Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

SECTION 9 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually, on Employees' regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the Streetcar Maintenance Employees in the classification Electromechanic. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2017	\$843
2018	\$868
2019	\$903

Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

Shop tools shall be provided to Rail Service Workers, Maintenance Service Workers, and Track and Right of Way Maintainers who support the streetcars. These job classifications are not entitled to a tool allowance.

B. Each Streetcar Electromechanic shall receive his/her choice of coveralls or a clean uniform (pants and shirt) daily.

C. Any 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. Each Employee is required to wear
3 footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied
4 toward purchases of footgear (one pair of boots, socks, and cushioned inserts as identified in the
5 METRO voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase
6 work socks. The maximum METRO contribution paid by such voucher shall be \$200 (plus sales tax)
7 per Employee as provided in Paragraph D.

8 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and
9 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

10 **E.** When an Employee is informed during his/her regular shift that overtime in excess
11 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
12 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
13 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

14 **F.** Except where modified by historical practice, agreement, or mutual understanding,
15 duties traditionally performed by Streetcar Electromechanics, will be performed only by Employees
16 working in that classification.

17 **G.** RAIL shall respect the classification boundaries that are established in the
18 classification specifications for Streetcar Vehicle Maintenance jobs; however it is agreed that the
19 incidental assignment of cross-classification work is allowed. No Employee shall be expected to
20 perform work for which s/he has not been adequately trained or which is unsafe. If the UNION
21 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall
22 convene special Labor-Management discussion to attempt to address the UNION's concerns over
23 staffing levels and work assignments.

24 **H.** Streetcar Electromechanics may use the ten minutes prior to the end of their
25 workday for personal clean-up.

26 **I.** When upgraded to a higher paid classification, an Employee shall be paid at the
27 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
28 upgraded Employee shall be paid more than the top step of the classification to which s/he has been

1 upgraded.

2 J. RAIL will provide a secure area at each work location for UNION related materials
3 accessible to all UNION representatives at that location.

4 **SECTION 10 – ATTENDANCE MANAGEMENT**

5 A. The PARTIES recognize that Maintenance duties and functions are time critical
6 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar
7 Electromechanics will be subject to the following terms, which supersede any conflicting provisions
8 elsewhere in the AGREEMENT.

9 B. Maintenance will monitor and record attendance using the terms of late occurrence
10 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
11 call one-half hour before his/her shift to request unscheduled leave and then are requested to come to
12 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
13 time to make up lost time.

14 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
15 follows:

- 16 1. An Employee may complete any time left on his/her shift.
- 17 2. An Employee may work a full eight hours, or ten hours for a 4/40
18 Employee, even though this work would continue into the next shift.
- 19 3. An Employee may not use AC time or vacation to make up lost time.
- 20 4. An Employee will be paid for actual hours worked at his/her scheduled rate
21 of pay.
- 22 5. A late occurrence shall not create an overtime opportunity for the late
23 Employee. No grievances will be filed by other Employees claiming overtime infringements should
24 an Employee elect to work his/her full shift and the time worked extends into another shift.
- 25 6. Late occurrences will be recorded in a 180-day rolling time frame as
26 follows:
 - 27 a. 1st through 5th occurrence – Employee and immediate supervisor
28 initial the attendance card.

b. 6th occurrence – One-day suspension without pay.

c. 7th occurrence – Discharge, treated as a major infraction as defined in Article R4.

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

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

2. An Employee may not use AC time or vacation to supplement his/her regular shift pay.

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

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

a. 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.

b. 3rd occurrence – One day suspension without pay.

c. 4th occurrence – Discharge, treated as a major infraction as defined in Article R4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five workdays of the occurrence. An Employee who had a late occurrence or unexcused absence removed from the attendance management records has the option to use vacation leave, AC time or sick leave, as appropriate, to make up lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS

Streetcar Maintenance Employees may participate in the Streetcar Labor-Management Relations Committee as needed.

ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS***SECTION 1 – DEFINITION OF EMPLOYEES***

An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time continuing basis to supervise Streetcar operations and maintenance.

SECTION 2 – MUTUAL RESPONSIBILITIES

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from O&M Supervisors, is vested exclusively in RAIL. This is limited only by the stated conditions in this Article. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

SECTION 3 – APPOINTMENT OF O&M SUPERVISORS

A. All hiring processes for Streetcar O&M Supervisors will be open to all bargaining unit Employees and outside applicants. If an insufficient number of Employees qualify through the selection process, RAIL will then screen, test, interview and hire outside applicants to these positions. The qualification criteria will be the same for all applicants.

B. Employees are encouraged to apply for Streetcar O&M Supervisor positions. They may apply and compete with external candidates. Employees will receive an additional 5% on any passing test scores. Employees who are advanced to the interview stage will receive an additional 5% added to their test scores. The ratio of Employee’s preference compared to the preference given to other King County employees will remain in full force and effect throughout the duration of this AGREEMENT.

C. Special provision concerning Streetcar Operations & Maintenance Supervisor Recruitments

a. During negotiations for a Collective Bargaining Agreement for the November 1, 2016 to October 31, 2019 term, the UNION raised concerns about a perceived lack of process associated with the hiring of Streetcar Operations & Maintenance Supervisor positions.

b. The PARTIES have discussed this issue and agree that they should work together to devise a system that has greater transparency.

1 c. The PARTIES will continue to negotiate issues concerning the recruiting
2 and hiring process for the Streetcar Operations & Maintenance Supervisor.

3 d. The result of these negotiations will be a Memorandum of Agreement.

4 e. The PARTIES are tasked with reaching an agreement no later than
5 September 30, 2017.

6 **SECTION 4 – PICKS**

7 A. In the spring and fall of each year or when mutually agreed by the PARTIES, all
8 O&M Supervisor shifts will be posted for a general pick.

9 1. Copies of schedules and assignments to be picked will be posted at all work
10 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy
11 of this information.

12 2. After the posting, there will be a review period in which changes may be
13 made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by
14 the PARTIES.

15 3. Implementation of the spring pick will occur between April 1 and April 15
16 and implementation of the fall pick will occur between October 1 and October 15.

17 4. The two general picks will be held unless a special pick has occurred or is
18 scheduled to occur within 45 days of the general pick.

19 B. Shifts will be classified as regular and relief. O&M Supervisors will be permitted
20 to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
21 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
22 PARTIES.

23 C. An O&M Supervisor who does not pick must leave, with the UNION, at least three
24 choices of assignments in order of preference. Failure to do so will result in the UNION
25 representative making every effort to select an assignment comparable to the assignment last selected
26 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
27 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
28 working hours.

1 D. A UNION representative shall certify the pick.

2 E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
3 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
4 the affected O&M Supervisor(s) and the UNION.

5 F. At each pick, O&M Supervisors may volunteer in writing to work overtime.

6 G. All block assignments shall have ten hours off between consecutive day's
7 assignments. Block assignments may include floating assignments at RAIL's discretion.

8 **SECTION 5 – MOVE-UPS**

9 A. When a permanent vacancy occurs during a shake-up in any O&M Supervisor
10 position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in
11 seniority order to fully qualified RSITs.

12 B. Move-ups may not be requested during the last eight weeks of the current shake-
13 up.

14 **SECTION 6 – WORK ASSIGNMENTS**

15 A. All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be
16 available for pick according to the pick guidelines.

17 B. All assignments in the classification of O&M Supervisor shall be completed within
18 a continuous eight- or ten- hour period, as applicable, unless the assignment is designated for an
19 unpaid 30-minute lunch break.

20 C. Regular shifts shall consist of five consecutive days of work (or four days if it is a
21 4/40 assignment) in a workweek, with each workday guaranteed eight hours. Regular shift RDOs
22 shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular
23 shifts in the classifications of O&M Supervisor will be assigned in their entirety unless otherwise
24 approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations within
25 24 hours or the next business day.

26 D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-
27 hour guarantee each workday. RDOs and shifts for Relief O&M Supervisors shall be posted by
28 Friday of the week before each pay period ends for each pay period. There will be two consecutive

1 RDOs (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief
2 O&M Supervisors with Friday and Saturday RDO combinations switching to another RDO
3 combination or vice versa. RDOs will not be changed or cancelled without the consent of the
4 affected O&M Supervisor, except in an emergency. The RDOs for Relief O&M Supervisors may
5 change each pay period as a result of the availability of the assignments.

6 E. Monday prior to the end of each pay period, each Relief O&M Supervisor will
7 pick his/her assignment for the next pay period from the known available assignments and available
8 RDOs, by seniority. Each pay week will be picked separately. Assignments selected the first week
9 will not affect selections in the second week, except where minimum time off between shifts and/or
10 54 hours off for RDOs would be compromised.

11 F. If there are not enough work assignments for all Relief O&M Supervisors to
12 choose from, extra assignments may be created. RAIL may change a Relief O&M Supervisor's extra
13 assignment by up to four hours, provided the change is made at least twelve hours before the start
14 time of the O&M Supervisor's extra assignment, except as provided in Paragraph H. In an
15 emergency, or with the Relief O&M Supervisor's consent, a Relief O&M Supervisor's extra
16 assignment may be changed by more than four hours and with less than twelve hours notice. Relief
17 O&M Supervisors who have picked extra assignments must check in between twelve and eight hours
18 prior to the scheduled start of the extra assignment to find out if there is a change. RAIL must notify
19 Relief O&M Supervisors of any change to an extra assignment.

20 G. All O&M Supervisors shall have at least 54 hours scheduled off for their two
21 consecutive RDOs.

22 H. RAIL agrees to assign all special assignments, tasks and projects by giving equal
23 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
24 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply
25 and selection shall be based on the above criteria if the special assignment, task or project is to exist
26 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
27 assignment, task or project will be rotated among those O&M Supervisors who applied and who meet
28 the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the

1 need for ongoing optional training programs which will allow O&M Supervisors to become better
2 qualified for their present work assignments or for advancement.

3 I. Except where modified by historical practice, agreement or mutual understanding,
4 any work that has been historically or traditionally performed by O&M Supervisors will not be
5 performed by any other individual.

6 J. When a shift remains unfilled within one hour of the start time of the shift and
7 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
8 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
9 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
10 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
11 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
12 change work assignments.

13 K. Should it become necessary to alter a shift during a shake-up and such alteration
14 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
15 requires an alteration in the start or quit times, such Employee may request that the PARTIES review
16 the matter.

17 L. RAIL will determine the staffing needs for each special event day shift. When
18 RAIL has determined which shifts will be required to work, O&M Supervisors in those
19 classifications will be offered the special event assignment in seniority order, first to O&M
20 Supervisors that are scheduled to work that day as part of their regular work assignments. If after
21 offering the special event assignment to O&M Supervisors, by seniority, who are regularly scheduled
22 to work that day and there are more assignments available, it will then be offered to O&M
23 Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the
24 special event assignment it may be assigned, by inverse seniority, to O&M Supervisors that are
25 scheduled to work that day as part of their regular assignment. Special event assignments shall be
26 posted at the pick. Other special event service that is not posted at the pick shall be made available
27 through the assignment/overtime process.

SECTION 7 – SPECIAL ALLOWANCES

An O&M Supervisor shall receive two hours straight-time pay for each shift during which s/he instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on the completion of an evaluation of the trainee's performance.

SECTION 8 – OVERTIME

A. All hours worked in excess of eight hours on a regular workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

B. Any work performed on a RDO shall be paid at the overtime rate with minimum pay of four hours. No O&M Supervisor will be required to work on his/her RDO except in an extreme emergency.

C. All overtime will be assigned according to guidelines mutually developed and agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment sequence.

SECTION 9 – VACATION SELECTION

The selection of vacation will follow those guidelines set for vacation selection and accrual in Article R9 with the following exceptions:

A. At the spring pick, O&M Supervisors will select vacations in increments of no less than five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second, third, fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the selection of these periods.

B. The number of O&M Supervisors allowed on vacation during any period shall be at least one. At a point in time at which ten O&M Supervisors are scheduled to pick, the PARTIES will open negotiations to discuss the number of O&M Supervisors who may be allowed on vacation.

C. An O&M Supervisor may use his/her current vacation accrual in single-day increments with the approval of his/her immediate supervisor.

SECTION 10 – SPECIAL BENEFITS

A. Upon the approval of RAIL, at least one O&M Supervisor per day shall be allowed

1 to use a personal holiday.

2 **B.** Annually, on the fourth Monday in January, a uniform allowance payable by
3 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year
4 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may
5 be carried over into the next year is \$500. The uniform voucher may be used only to purchase
6 authorized uniform items. When an O&M Supervisor needs to replace his/her all-weather parka or
7 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
8 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of
9 personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor
10 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
11 Supervisors.

12 1. All necessary foul weather gear will be provided by RAIL.

13 2. RAIL will stock tools at the worksite that are necessary for O&M
14 Supervisors to perform their jobs.

15 **SECTION 11 – GENERAL**

16 **A.** All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
17 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the
18 operation/service of the special equipment will receive orientation or training on such equipment.

19 **B.** It is METRO's responsibility that all O&M Supervisors will be trained and
20 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
21 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
22 of pay.

23 **C.** O&M Supervisors will participate in the Streetcar LMRC as needed.

24 **D.** RAIL and the O&M Supervisors will develop a complete written description of the
25 duties and responsibilities of each shift, to be made available at each pick.

26 **E.** For all classifications as set forth in Section 1: There will be a minimum of at least
27 one O&M Supervisor allowed to have time off through day off book procedures and RAIL will
28 accommodate O&M Supervisor requests consistent with daily staffing requirements. Day off book

procedures will be consistent in all classifications. Requests for AC days may not be entered into the day off book more than one calendar month in advance of the day(s) off desired.

ARTICLE R18: STREETCAR TRAINING

SECTION 1 – DEFINITION OF EMPLOYEES

- Rail Technical Trainer

SECTION 2 – GENERAL CONDITIONS

A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days executive leave annually, to be administered according to King County policy.

B. The Rail Technical Trainer position will be filled through an open and competitive recruiting process.

C. When the Rail Technical Trainer is required to work on a holiday, s/he will have another day off with pay on a day mutually agreed by the Employee and his/her immediate supervisor.

D. Rail Technical Trainers will receive a second personal holiday to be used in the payroll year in lieu of the holiday for Lincoln's Birthday defined in Article R8, Section 3. The use of the personal holiday will be governed by Article R8, Section 4, Paragraph B.

ARTICLE R19: LINK LIGHT RAIL OPERATORS

SECTION 1 – DEFINITION OF EMPLOYEES

A. A "Link Light Rail (LLR) Operator" shall mean a person employed by RAIL on a continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per week, provided s/he has accepted all work assigned as specified in the remainder of this Article. For each regularly-scheduled workday or portion thereof on which a LLR Operator does not perform his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A

1 “regularly-scheduled workday” shall mean a day on which an Employee is normally required to
2 work.

3 B. There will be three kinds of LLR Operators: Regular LLR Operators, Report LLR
4 Operators and Extra Board LLR Operators.

5 1. A “Regular LLR Operator” shall mean a LLR Operator who picks runs as a
6 work assignment for his/her eight or ten-hour guarantee.

7 2. A “Report LLR Operator” shall mean a LLR Operator who picks report
8 assignments for his/her eight hour guarantee.

9 3. An “Extra Board LLR Operator” shall mean a LLR Operator who picks the
10 Extra Board or Report and works all assignments placed on the Extra Board for his/her eight-hour
11 guarantee.

12 ***SECTION 2 – HIRING OF LINK LIGHT RAIL OPERATORS***

13 A. All hiring processes for LLR Operators will be open to all bargaining unit
14 Employees and outside applicants. Until January 1, 2019, or the current hiring list is exhausted,
15 whichever comes first, RAIL will not screen, test, interview, or hire outside applicants to these
16 positions, unless an insufficient number of Employees qualify through the selection process, METRO
17 will then screen, test, interview and hire outside applicants to these positions. The qualification
18 criteria will be the same for all applicants.

19 B. Employees are encouraged to apply for LLR Operator 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 test scores. The ratio of Employee’s preference compared to the preference given to other King
23 County employees will remain in full force and effect throughout the duration of this AGREEMENT.

24 ***SECTION 3 – PROMOTIONAL LISTS***

25 1. If an Employee accepts a LLR Operator or Streetcar Operator position, he or she
26 will be removed from any of the other operator list (LLR, Streetcar, PTO to FTO) and will be
27 ineligible to apply for any other Operator selection process for a period of six months from the
28 qualification date of the training class he or she accepted.

2. If an Employee turns down an offer of appointment to any Operator position, he or she will be removed from that list.

3. The provisions of this AGREEMENT apply to job offers for training classes which start after the date of this AGREEMENT.

4. For Employees on two lists, who have already been offered a job at the time this AGREEMENT is signed, but the class will not start for at least one week, Transit HR will contact the Employee and afford them the option of continuing with the training class or withdrawing and remaining on the other list.

5. Transit Human Resources will notify candidates for the positions covered by this AGREEMENT about the provisions of this Section of the AGREEMENT

SECTION 4 – LINK LIGHT RAIL OPERATOR GUARANTEES

A. Assignment of specials and extras will be made to LLR Operators only, except as otherwise provided in this AGREEMENT.

B. All runs and reports will be worked by LLR Operators, except as provided elsewhere in this AGREEMENT.

C. All vacation reliefs will be worked by LLR Operators.

D. Work left vacant because of the absence of a LLR Operator will be worked by a LLR Operator, unless otherwise specified in this AGREEMENT.

E. "Weekday day base units" shall mean the number of trains operating regularly-scheduled service at noon each weekday.

F. The Extra Board will be worked only by LLR Operators.

G. It shall not be a violation of this AGREEMENT for other rail-certified employees to operate in service in order to retain rail certification or in an emergency.

H. Any RAIL employee operating service in order to maintain rail certification will be accompanied by a LLR Operator.

SECTION 5 – GENERAL CONDITIONS

A. Each LLR Operator may be required to sign in for his/her work. When a LLR Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate LLR

1 Report Operator to take the assignment.

2 **B.** The LLR Supervisor may use his/her judgment as to which LLR Operator to use in
3 an emergency; if no LLR Operator is available to work, other certified employees may be used to
4 sustain service until a LLR Operator is located to perform the work.

5 **C.** Any LLR Operator not being relieved when arriving at the relief point will call the
6 LCC and state that no relief LLR Operator is present. If the LLR Operator does not wish to continue
7 working, s/he shall request to be relieved. RAIL must relieve the LLR Operator within one and one
8 half hours.

9 **D.** An "assignment" shall mean any work or duties that the Employee is required to
10 perform, limited to those job duties that are enumerated in the job classification. "Other duties as
11 assigned" are limited to those job duties that are normally associated with the work of a LLR
12 Operator.

13 **E.** If a LLR Operator loses an RDO because of a change in schedule, s/he will be
14 given time off to compensate for such day. No LLR Operator may have more RDOs in any pay
15 period than s/he would have received had no change of schedule been made.

16 **F.** The cutoff time for calling to be removed from the sick list, and for signing the day
17 off book for time off, is 10:00 a.m. Should a LLR Operator report sick after 10:00 a.m., s/he may
18 retain his/her following day's full assignment by calling off the sick list at least one hour prior to the
19 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

20 **G.** At each pick, a LLR Operator may indicate his/her preference regarding training
21 assignments. RAIL will attempt to accommodate a LLR Operator's preference when assigning
22 students; however, any LLR Operator may be given a training assignment if necessary. LLR trainees
23 shall drive during all training assignments unless RAIL or the instructing LLR Operator determines
24 that safety would be jeopardized.

25 **H.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
26 trip, except when:

- 27 1. The revenue trip is less than 15 minutes long, or
28 2. The revenue trip is the last revenue trip before the coach returns to the base,

1 or

2 3. The revenue trip is live-looped or through-routed, or

3 4. The layover has been reduced by mutual agreement of the PARTIES.

4 When circumstances beyond the LLR Operator's control result in less than five minutes
5 layover in the previous two hours, the LLR Operator shall be entitled to a five-minute layover at the
6 next outer terminal, except on his/her last trip, provided the LLR Operator attempts to notify the
7 LCC. RAIL agrees to review routes or assignments identified by the UNION as having insufficient
8 layover time.

9 I. In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
10 layover in assignments over five hours in length and an additional 15-minute layover in weekday
11 assignments over eight hours in length. When a LLR Operator working an assignment finds it does
12 not provide reasonable break time, the LLR Operator should notify RAIL of such by filing a service
13 report. "Length" equals report, travel and platform time, but does not include bonus time.

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

18 K. Each day at each base, METRO guarantees that for every 45 LLR Operators
19 normally scheduled to work on that day, rounded to the nearest 45, one LLR Operator shall be
20 excused from his/her assignment. However, the guarantee shall be a minimum of one each day at
21 each base. Request for AC days may not be entered into the day off book more than one calendar
22 month in advance of the day off desired. The cut off time for signing the day off book is 10:00 A.M.
23 the day prior. An Operator who has had the same day of the week off in the last three weeks shall be
24 moved to the bottom of the list. If workforce allows, more Operators than the guarantee can be
25 excused for the day. These guarantees shall not apply in the case of an extreme emergency.

26 L. All assignments shall be completed within a maximum 14-hour spread or up to 16
27 hours with mutual consent of RAIL and the LLR Operator. Such spread will begin with the start time
28 of the first assignment following at least ten continuous hours off.

1 M. When a LLR Operator presents a valid medical restriction which prevents
2 operation of the equipment or in the facility of his/her assignment, RAIL will work with the UNION
3 to find a mutually agreeable alternate assignment for the remainder of the shake-up.

4 **SECTION 6 – RUNS**

5 A. There shall be two types of LLR Operator runs.

6 1. A “straight run” will consist of straight-through work which is at least seven
7 hours including platform, report, travel time, and other duties as assigned.

8 2. A run combination or “combo” will consist of two or three pieces of work
9 which are at least seven hours in total work time, including platform, report, travel time, and other
10 duties as assigned and which are within a spread time of 12-1/2 hours. Combos with more than one
11 split will be paid straight through for the lesser split. Any combo with a split of 29 minutes or less
12 will be paid straight through and classified as a straight run. Combos which quit after 8:00 p.m. shall
13 be paid straight through.

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

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

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

20 E. The total number of straight day runs for the system on weekdays shall be
21 equivalent to at least 80% of the day base units on weekdays.

22 F. Straight day runs shall comprise at least 54% of all straight runs.

23 G. There shall be no combos on Saturday or Sunday.

24 H. Runs shall be determined by RAIL in accordance with the provisions in this
25 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
26 defined as a “tripper”.

27 I. Any Extra Board LLR Operator working a regularly-scheduled run shall be paid the
28 regularly-scheduled run pay.

1 J. Runs and combos may be broken into trippers on the same day in order to allow
2 RAIL to fill all work.

3 **SECTION 7 – LINK LIGHT RAIL OPERATOR PICKS**

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

6 B. Link Light Rail Operators will have two system wide picks, at least 22 weeks
7 apart. An additional system wide pick will occur at a time to take effect during June. Work
8 assignments will be selected at the pick for the following shake-up period.

9 C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION
10 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a
11 signed, certified LLR Operator seniority list three weeks prior to the first day of the pick.

12 D. A LLR Operator who wishes to select an assignment must select an assignment
13 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

14 E. RAIL will determine the work and possible RDO combinations. Copies of all
15 assignment sheets showing the runs, reports, Extra Board positions, and available RDO combinations
16 will be posted in the pick room six days prior to the start of assignment selection. The UNION
17 agrees to staff the pick room on weekend days.

18 F. The UNION shall be supplied a copy of the final work assignments to be used for
19 the pick at least two weeks prior to the first day of the pick.

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

25 H. Each LLR Operator shall have two consecutive RDOs, or in case of a 4/40 LLR
26 Operator three consecutive RDOs, in every seven-day period, except when LLR Operator shake-ups
27 or move-ups make this impossible.

28 I. A LLR Operator who selects Regular or Report Operator status shall select five

1 consecutive workday assignments. Each LLR Operator's selections must be all runs or all reports
2 and must be exclusively day assignments or exclusively night assignments. If a LLR Operator selects
3 runs, there must be at least ten hours off between assignments on consecutive days. If a LLR
4 Operator selects reports, there must be at least ten hours off between assignments on consecutive
5 workdays in addition to the spread time. No LLR Operator will be forced to pick an assignment of
6 runs or reports which would result in less than 10-1/2 hours off between consecutive workday
7 assignments, or less than 56 hours off on his/her two consecutive RDOs.

8 J. UNION representatives shall be present during picks.

9 K. A LLR Operator, who fails to appear at his/her scheduled pick time and who does
10 not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected
11 for him/her by the UNION representative. The UNION representative shall make an effort to select
12 an assignment comparable to the assignment last selected at a pick. Selections made by the UNION
13 will not be subject to the grievance/arbitration procedure.

14 L. When a new operating base or LLR segment opens or an existing operating base
15 closes and that base has/had LLR Operator assignments, a section-wide pick will occur.

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

21 N. To meet specific service needs, RAIL may identify specific days on which Rail
22 service will operate on a schedule different than the regular schedule. Such schedule deviation days
23 may include a change in the hours of service, the frequency of service, and/or the number of cars in
24 service during any portion of the service day. Any day identified by RAIL that will have a schedule
25 deviation will be posted at the pick. Regular LLR Operators working their regular workday will pick
26 their assignments by seniority. Regular LLR Operators may select from available work, or if posted,
27 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board LLR
28 Operators scheduled to work that day.

1 **O.** A LLR Operator who has been unable to work for 30 days or more must be
2 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
3 Such LLR Operator will not be allowed to pick an assignment except by mutual agreement between
4 the PARTIES. A LLR Operator who returns to duty without a picked assignment will be placed on
5 an assignment mutually agreed by the PARTIES.

6 **SECTION 8 – MOVE-UPS**

7 **A.** If regular or report assignments become vacant, less senior LLR Operators at the
8 base may request a move-up. A LLR Operator who moves up must pick the entire assignment of the
9 LLR Operator who vacated the run or report. If a Regular LLR Operator moves up to a report
10 assignment, such LLR Operator will be placed on the same line as the LLR Operator who vacated.
11 An Extra Board LLR Operator who moves up to a report assignment will remain on his/her picked
12 board position. If new Day Extra Board RDO combinations or board positions become available,
13 Day Extra Board LLR Operators at the base who could not have picked these RDO combinations or
14 board positions may request a move-up; such move-up will be limited to the Extra Board LLR
15 Operators. LLR Operator move-ups will be conducted only when they can be implemented at least
16 28 days prior to a shake-up.

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

20 **SECTION 9 – SELECTING VACATIONS**

21 **A.** Vacations will be picked once per year.

22 **B.** Vacations may be split into periods of one or more full weeks. If a LLR
23 Employee's vacation is not evenly divisible into full weeks, the odd number of days may be taken as
24 one-day vacations to a maximum of four days per payroll year.

25 **C.** LLR Operators may pick only one prime time vacation per year. RAIL shall
26 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION
27 with a list of vacation periods.

28 **D.** The UNION shall determine the prime periods for the following year and inform

1 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

2 E. Future pick and shake-up dates occurring during the vacation periods that LLR
3 Operators can select at the current pick shall be posted in the pick room by RAIL.

4 F. After a vacation relief has been assigned to a LLR Extra Board Operator, there
5 shall be no changes in vacation unless agreed by the LLR Operator who is assigned the vacation
6 relief.

7 G. A LLR Operator may, with RAIL approval, change his/her vacation to a period
8 which s/he did not have the seniority to pick provided the available period(s) are posted at least one
9 week in advance.

10 ***SECTION 10 – LINK LIGHT RAIL EXTRA BOARD***

11 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those
12 assignments left open, to fill any special work, and to fill overtime assignments according to the
13 overtime assignment process. Board positions shall be open for selection at the pick by all LLR
14 Operators by seniority. LLR Operators may select any available position on either Extra Board.

15 B. During a shake-up, any newly hired LLR Operators shall be placed two positions
16 up from the bottom of the Day Board. Selection of position shall be by seniority.

17 C. All work assigned to an Extra Board LLR Operator as part of his/her regular
18 workday assignment will be within a spread of 13 hours unless voluntarily waived by the LLR
19 Operator or in the case of an extreme emergency.

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

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

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

26 a. Category A shall include:

27 1) Straight day runs which quit at 8:00 p.m. or earlier.

28 2) Day reports which have a quit time of 10:00 p.m. or earlier

as determined by a 13-hour spread.

3) Combos which quit at 8:00 p.m. or earlier.

4) Tripper combinations which quit at 8:00 p.m. or earlier.

5) Tripper and report combinations which have a latest quit time of 8:00 p.m. or earlier as determined by a 13-hour spread.

6) Special work which has an estimated quit time of 8:00 p.m. or earlier.

b. Category B shall include:

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

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

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

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

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

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

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

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

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

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

- 3 a. A run will be assigned before a report.
4 b. An assignment with more pay will be assigned before an assignment
5 with less pay.
6 c. If two assignments pay the same, the assignment with the lesser
7 amount of work including report time and travel time will be assigned first.
8 d. If two assignments pay the same and have the same amount of work
9 including report time and travel time, they will be assigned at the discretion of RAIL.

10 6. If the number of Extra Board LLR Operators available for work on a
11 regular workday is greater than the number of available runs, reports and special work which fits the
12 definition of a run, then tripper combinations may be inserted in the assignment sequence according
13 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
14 under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than
15 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
16 minutes or less will be paid straight-through. LLR Operators may be required to perform duties
17 within the LLR Operator job description during paid splits.

18 7. If the number of Extra Board LLR Operators available for work on a
19 regular workday is less than the number of available runs, reports and special work which fits the
20 definition of a run, runs may be taken out of the assignment sequence and assigned according to the
21 overtime provisions. The runs to be removed from the assignment sequence will be combos, late day
22 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
23 p.m. to 9:59 p.m., in that order.

24 8. All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be
25 assigned to Extra Board LLR Operators, who are certified and available, as a regular assignment.
26 Any remaining work will be assigned according to the overtime assignment sequence.

27 9. On holidays, a LLR Operator left without an assignment shall receive the
28 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 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-time pay, except in case of extreme emergency. Any LLR Operator who receives an overtime assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the assignment s/he should have had or the assignment s/he received, whichever is greater.

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

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

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

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

d. Extra Board overtime policies remain unchanged.

e. An Extra Board LLR Operator picking a vacation assignment must work the entire vacation assignment, not including any picked RDO overtime, except as provided in Paragraph c.

12. If an Extra Board LLR Operator's normal sequence assignment conflicts with his/her partial absence or non-driving assignment, then such LLR Operator will be given an

1 assignment which is not a straight run and which has a quit time within one hour of his/her normal
2 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such LLR
3 Operator.

4 F. No LLR Operator's RDO shall be cancelled or changed without the consent of the
5 LLR Operator, except in extreme emergency. Each Extra Board LLR Operator shall have a
6 minimum of 56 hours off for his/her two consecutive RDOs.

7 G. Any Extra Board LLR Operator may request to add or remove a guarantee of 10-
8 1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
9 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board LLR Operator
10 requesting the 10-1/2 hours off between consecutive days' assignments and who would not receive
11 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,
12 and will receive the first available assignment after his/her 10-1/2 hours off.

13 H. An Extra Board LLR Operator who, for any reason, does not receive his/her
14 requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the
15 completion of the day's assignment. An LLR Operator electing to pass up will report to the base
16 after his/her 10-1/2 hours off, unless notified to report later.

17 **SECTION 11 – REPORT LINK LIGHT RAIL OPERATORS**

18 A. Report assignments will be posted and selected at the LLR Operator pick.

19 B. LLR Operators shall pick reports according to the open pick system.

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

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

26 E. RAIL may adjust picked report times by a maximum of 30 minutes when a change
27 is needed. RAIL shall give five days' notice to a LLR Operator whose report will be affected. When
28 changes adversely affect a LLR Operator's personal life or impose serious hardship in reporting to

1 work, the LLR Operator may request that the Operations Superintendent and the UNION review the
2 matter.

3 **F.** A LLR Operator may voluntarily waive his/her 13-hour spread. An LLR Operator
4 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours
5 with mutual consent of RAIL and the LLR Operator. A Report LLR Operator who waives his/her
6 13-hour spread must still be available for his/her regular shift the next day.

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

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

20 **I.** The LLR Operator with the earliest first report time gets the first piece of work that
21 is or becomes available within his/her 13-hour spread, except in cases of emergency. If the
22 assignment is less than eight hours work time, the LLR Operator may be assigned additional work
23 within the terms of this AGREEMENT. When assignments have the same quit time, the rules of
24 Section 9, Paragraph E.5 also apply to LLR Operators on report. LLR Operators on late report follow
25 the last Report LLR Operator and the last LLR Operator on pass-up.

26 **J.** At the discretion of the Dispatcher, assignments that become available for Report
27 LLR Operators may be broken up if necessary to keep service in operation.

28 **K.** Work available at the time a Report LLR Operator is released from an a.m.

1 assignment may be assigned at that time for the remainder of the day at the discretion of the
2 Dispatcher.

3 L. An LLR Operator required to serve on report on a Saturday, Sunday or Sunday-
4 schedule holiday, shall serve continuous report until given work or released for the day.

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

11 N. No Report LLR Operator will be required to work prior to report time.

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

17 **SECTION 12 – OVERTIME**

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

22 B. A LLR Operator working a regular run on his/her RDO shall be paid for eight
23 hours at the overtime rate or for actual overtime hours worked, whichever is greater. A LLR
24 Operator who works two separate and complete runs on the same day will be paid such guarantee for
25 each run. A LLR Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be
26 guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.

27 C. All runs shall be assigned and every available LLR Operator shall have work
28 before any overtime assignment is made.

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

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

11 **E.** No LLR Operator shall be required to work on his/her RDO. No Regular LLR
12 Operator shall be assigned overtime work unless s/he volunteers for such work.

13 **F.** If no LLR Operator is available to work, other certified Employees may be used to
14 sustain service until a LLR Operator is located to perform the work. If no other certified Employee is
15 available to work, other certified employees may be used to sustain service until a certified Employee
16 is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper case
17 "Employee" denotes ATU Local 587 members and lower case "employee" denotes other employees.)

18 **G.** Any LLR Operator volunteering for overtime shall be required to work the
19 overtime assigned.

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

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

27 **J.** RAIL may post overtime trippers for pick.

- 28 1. A Regular LLR Operator may select one overtime tripper per day, including

his/her RDO. An Extra Board LLR Operator may select one overtime tripper for each RDO.

2. If all posted trippers are not picked, the balance shall be offered for pick to all LLR Operators by LLR Operator seniority. A LLR Operator may pick a second tripper per day at this time. An Extra Board LLR Operator may not pick a tripper on his/her regular day to work. Any remaining trippers shall be assigned according to the work rules.

3. A LLR Operator who has picked an overtime tripper will be assigned that tripper on the day(s) picked unless excused.

SECTION 13 – SPECIAL ALLOWANCES

A. Twenty minutes report time shall be paid for pre-departure check-out. However, this provision does not apply to mainline reliefs.

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

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

1. Incident reports, except those involving LLR Operator assaults – 10 minutes.
2. Incident reports involving LLR Operator assaults – 20 minutes.
3. Vandalism reports – 5 minutes.
4. Found tags – 5 minutes.
5. LLR Operator Request slips – 5 minutes.
6. Safety reports, when requested by a supervisor – 5 minutes.

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

D. A LLR Operator who is not on report shall be paid a minimum of one hour straight-time pay for a train change.

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

F. If a LLR Operator is working an overtime assignment, and the overtime rate applies, s/he will be paid at the overtime rate or receive a minimum of two hours and thirty minutes of straight time pay, whichever is greater.

G. The minimum time paid for extra assignments for LLR Operators shall be the equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

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

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

J. Mainline relief travel time shall be paid at the applicable rate based upon the maximum time required for travel from the base to a relief point during the applicable period of the day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility relief shack.

K. A LLR Operator who is relieved on the road and is directed by RAIL to return to the base to submit an accident or incident report or a found item will be paid travel time at the applicable rate.

SECTION 14 – UNIFORMS

A. Upon completion of training and after certification, a newly hired LLR Operator shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter,

1 the uniform allowance shall be available annually on the LLR Operator's anniversary of rail
2 certification.

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

9 C. Uniform allowance balances may be carried over if unused. A LLR Operator's
10 accrued allowance may not exceed 25 times the top step LLR Operator wage rate that will be in
11 effect on January 1st immediately following the effective date of this AGREEMENT.

12 D. LLR Operators are required to be in uniform while on duty. When uniform
13 garments are not available, an out of uniform slip will be given to the LLR Operator by the
14 Supervisor before the LLR Operator goes on duty. Uniforms shall be worn only to and from work
15 and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be
16 considered acceptable uniform attire

17 E. Footwear designated by METRO may be purchased with the uniform allowance.
18 Footwear must meet the current standards of uniform footwear for LLR Operators.

19 F. All uniform items will be union made, unless mutually agreed between the
20 PARTIES.

21 G. LLR Operators who leave RAIL in good standing shall not be required to return
22 items which came with a Sound Transit insignia.

23 **ARTICLE R20: LINK LIGHT RAIL SUPERVISORS**

24 ***SECTION 1 – DEFINITION OF EMPLOYEES***

25 A. A "LLR Supervisor" shall mean a person employed by RAIL on a regular full-time
26 continuing basis who may perform the job duties of, including but not limited to:

- 27 • Dispatcher
- 28 • Field supervisor

- Operations controller
- LLR instructor

B. A "LLR Supervisor-in-Training (LLRSIT)" shall mean an Employee who is training to become a LLR Supervisor.

SECTION 2 – MUTUAL RESPONSIBILITIES

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from LLR Supervisors, is vested exclusively in RAIL. This is limited only by the stated conditions in this Article. Items not specifically addressed in this Article but covered in the general Articles of this AGREEMENT shall also apply to LLR Supervisors. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

SECTION 3 – LINK LIGHT RAIL SUPERVISOR-IN-TRAINING

A. All hiring processes for LLR Supervisors will be open to all bargaining unit Employees and outside applicants. If an insufficient number of Employees qualify through the selection process, METRO will then screen, test, interview and hire outside applicants to these positions. The qualification criteria will be the same for all applicants.

B. Employees are encouraged to apply for LLR Supervisor positions. They may apply and compete with external candidates. Employees will receive an additional 5% on any passing test scores. Employees who are advanced to the interview stage will receive an additional 5% added to their test scores. The ratio of Employee's preference compared to the preference given to other King County employees will remain in full force and effect throughout the duration of this AGREEMENT.

C. The following process will go into effect January 1, 2019.

1. LLR Supervisor-In-Training vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-time service in the five years preceding the closing date for applications. Interested Employees must formally apply through METRO's Transit Human Resources Office within the specific time frame listed. Selection of LLRSIT candidates shall be the sole responsibility of METRO. The selection

1 process for LLRSITs shall be based on an Employee's ability, training, education, experience and job
2 performance, as determined by appropriate testing procedures and evaluations, which have been and
3 will continue to be developed with input from LLR Supervisors. A LLR Supervisor, selected by
4 RAIL after consultation with the UNION, will be included in the LLRSIT candidate selection.

5 2. Successful candidates will be places on a list by seniority. The LLRSIT
6 candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for
7 the recruitment process at the time of appointment or they will be removed from the list. Once
8 removed from the list, an Employee must wait until the next recruitment to reapply.

9 D. Testing procedures for LLRSIT candidates shall be developed with input from
10 LLR Supervisors.

11 E. LLRSITs shall be placed in that classification for twelve months, during which
12 time they shall be required to qualify as Dispatcher, Field Supervisor, and Operations Controller.
13 Failure to qualify shall result in termination as LLRSIT and return to previous classification with no
14 loss in seniority. RAIL shall establish and publish standards for qualification and, with input from
15 instructing LLR Supervisors, will determine in each case whether the LLRSIT has successfully
16 qualified.

17 F. Upon appointment, LLRSITs shall be subject to a twelve-month probationary
18 period.

19 G. Upon appointment, LLRSITs shall receive a voucher for four pairs of uniform
20 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be
21 issued to LLR Supervisors newly hired from Bus Supervisor positions.

22 **SECTION 4 – PICKS**

23 A. In the spring and fall of each year, when a facility opens or closes, or when
24 mutually agreed by the PARTIES, all shifts required in the job classification of LLR Supervisor will
25 be posted for a general pick. Copies of shifts to be picked will be posted at all work sites 14 days
26 prior to the pick. RAIL also will issue each LLR Supervisor and the UNION a copy of this
27 information. After the posting, there will be a review period in which changes may be made by
28 RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the

1 PARTIES. Implementation of the spring pick will occur between April 1 and April 15 and
2 implementation of the fall pick will occur between October 1 and October 15. The two general picks
3 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general
4 pick.

5 B. LLR Supervisor shifts will be classified as regular and relief. Employees will be
6 permitted to select shifts 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. A LLR Supervisor who will not be available to pick must leave, with the UNION,
10 his/her choices of shifts in order of preference. Failure to do so will result in the UNION
11 representative making every effort to select a shift comparable to the assignment last selected at a
12 pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An
13 Employee shall not be compensated for time spent in the pick unless it is during his/her regular
14 working hours.

15 D. A UNION representative shall 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.

19 F. At each pick, LLR Supervisors may volunteer in writing to work overtime.

20 G. All regular shifts shall have at least ten hours off between consecutive day's shifts.
21 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere
22 in this AGREEMENT. Should either PARTY be adversely affected by this Paragraph, the PARTIES
23 agree to meet and negotiate necessary changes.

24 H. Any deviation to shift schedules for holidays will be posted at pick.

25 I. Pick will be governed by the provision of this Section and by guidelines mutually
26 developed and agreed by the PARTIES.

27 **SECTION 5 – MOVE-UPS**

28 A. When a permanent vacancy occurs during a shake-up in any LLR Supervisor

1 position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in
2 seniority order to fully qualified LLRSITs.

3 B. Move-ups may not be requested during the last eight weeks of the current shake-
4 up.

5 **SECTION 6 – WORK ASSIGNMENTS**

6 A. The LLR Supervisor job classification, except for LLRSIT, shall have regular
7 shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.

8 B. All shifts for LLR Supervisors shall be completed within a continuous eight or ten
9 hour period.

10 C. Regular shifts shall consist of five consecutive days of work (or four days if it is a
11 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively.
12 Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive
13 RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit
14 supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the
15 UNION.

16 D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-
17 hour guarantee each workday. RDOs and shifts for Relief LLR Supervisors shall be posted by Friday
18 of the week before each pay period ends for each pay period. There will be two consecutive RDOs
19 (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief LLR
20 Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or
21 vice versa. RDOs will not be changed or cancelled without the consent of the affected LLR
22 Supervisor, except in an emergency. The RDOs for Relief LLR Supervisors may change each pay
23 period as a result of the availability of assignments.

24 E. Prior to the end of each pay period, each Relief LLR Supervisor will pick his/her
25 assignment for the next pay period from the known available assignments and available RDOs, by
26 seniority. Each pay week will be picked separately. Assignments selected the first week will not
27 affect selections in the second week, except where minimum time off between shifts and/or 54 hours
28 off for RDOs would be compromised.

1 F. If there are not enough work assignments for all Relief LLR Supervisors to choose
2 from, extra assignments may be created. RAIL may change a Relief LLR Supervisor's extra
3 assignment by up to four hours, provided the change is made at least twelve hours before the start
4 time of the LLR Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,
5 or with the Relief LLR Supervisor's consent, a Relief LLR Supervisor's extra assignment may be
6 changed by more than four hours and with less than twelve hours notice. Relief LLR Supervisors
7 who have picked extra assignments must check in between twelve and eight hours prior to the
8 scheduled start of the extra assignment to find out if there is a change.

9 G. All LLR Supervisors shall have at least 54 hours scheduled off for their two
10 consecutive RDOs.

11 H. RAIL will determine the number of relief shifts, but the number of relief shifts will
12 not exceed one-third of the total of all shifts with a minimum of three.

13 I. RAIL agrees to assign all special project assignments by giving equal consideration
14 to the LLR Supervisor's education, ability and experience as it applies to each assignment. Special
15 project assignments will be posted for regular LLR Supervisors to apply for and selection shall be
16 based on the above criteria if the special project assignment is to exist for 30 days or more. If the
17 special project assignment is in excess of 90 days, the special project assignment will be rotated
18 among those LLR Supervisors who applied and who meet the above criteria, provided the rotation
19 does not result in project delay. METRO also recognizes the need for ongoing optional training
20 programs which will allow LLR Supervisors to become better qualified for their present work
21 assignments or for advancement.

22 J. Except where modified by historical practice, agreement or mutual understanding,
23 any work that has been historically or traditionally performed only by LLR Supervisors will not be
24 performed by any other individual.

25 K. When a shift remains unfilled within one hour of the start time of the shift and
26 RAIL determines that the shift cannot be cancelled, a LLR Supervisor working a different shift with
27 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
28 hours worked by the LLR Supervisor cannot be changed more than 30 minutes except by mutual

1 agreement. When determining which LLR Supervisor will fill the shift, RAIL will consider seniority,
 2 LLR Supervisor qualification, business requirements and the LLR Supervisor's desire to change work
 3 assignments.

4 L. To meet service needs, LLR Supervisors may be assigned to other duties within
 5 their job classification. Any wage differential included in a shift will be maintained if a LLR
 6 Supervisor is assigned other duties during his/her shift.

7 M. RAIL will determine the staffing needs for each special event day. When RAIL
 8 has determined which shifts will be required to work, LLR Supervisors will be offered the special
 9 event assignment in seniority order, as follows:

- 10 1. LLR Supervisors on regular workday
- 11 2. LLR Supervisors on their RDO
- 12 3. Should no LLR Supervisor accept the special event assignments, they may
 13 be assigned by inverse seniority to LLR Supervisors on regular day to work.

14 N. Known special event assignments shall be posted at the pick. Special event service
 15 that is not posted at the pick shall be made available through the assignment/overtime process.

16 **SECTION 7 – SPECIAL ALLOWANCES**

17 A. LLR Supervisors will be paid a 5% premium above the LLR Supervisor wage for
 18 all time paid when assigned as an Operations Controller.

19 B. A LLR Supervisor shall receive two hours straight-time pay for each shift during
 20 which s/he instructs an LLRSIT or non-qualified LLR Supervisor or a LLR Supervisor who requires
 21 a refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on
 22 the completion of an evaluation of the trainee's performance.

23 **SECTION 8 – OVERTIME**

24 A. All hours worked in excess of a LLR Supervisor's daily guarantee on a regular
 25 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
 26 pay for actual hours worked.

27 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
 28 pay of four hours. No LLR Supervisor will be required to work on his/her RDO except in an extreme

1 emergency. Should no LLR Supervisor accept an overtime assignment, it may be assigned by inverse
2 seniority to LLR Supervisors who are scheduled to work that day as part of their regular assignment.

3 C. All overtime will be assigned according to guidelines mutually developed and
4 agreed by the PARTIES.

5 D. Posted special event assignments will be available for pick by LLR Supervisors.
6 These assignments will be known as future overtime and will be credited to the LLR Supervisor in
7 advance and combined with overtime hours actually worked.

8 ***SECTION 9 – VACATION SELECTION***

9 The selection of vacation will follow those guidelines set for vacation selection and accrual in
10 Article R9 with the following exceptions:

11 A. LLR Supervisors will pick vacations by LLR Supervisor seniority order once per
12 year. At the spring pick, LLR Supervisors will select vacations in increments of no less than five
13 days, by seniority. After all first choices are filled, by seniority, second, third, fourth and fifth
14 choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the
15 selection of these periods.

16 B. The number of LLR Supervisors allowed on vacation during the same period shall
17 be at least one.

18 C. A LLR Supervisor may use his/her current vacation accrual in single-day
19 increments with the approval of his/her immediate supervisor.

20 ***SECTION 10 – GENERAL AND SPECIAL BENEFITS***

21 A. Upon the approval of RAIL, at least one LLR Supervisor per day shall be allowed
22 to use a personal holiday.

23 B. Annually, on the fourth Monday in January, a uniform allowance payable by
24 voucher of twelve times the top step of the LLR Supervisor wage rate on January 1 of each year shall
25 be available for each LLR Supervisor. The maximum uniform allowance balance, which may be
26 carried over into the next year is \$500. The uniform voucher may be used only to purchase
27 authorized uniform items. When a LLR Supervisor needs to replace his/her all-weather parka or
28 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the

1 above allowances, a LLR Supervisor may be reimbursed once each calendar year for one pair of
 2 personal work shoes costing up to an amount of six times the top step of the LLR Supervisor wage.
 3 To receive reimbursement the shoes must meet the current standards of uniform footwear for LLR
 4 Supervisors.

5 C. All necessary safety and foul weather gear will be provided by RAIL.

6 D. LLR Supervisors will receive hands-on orientation on all LLR equipment within
 7 90 days of its use in service. Those LLR Supervisors who are directly involved in the
 8 operation/service of the special equipment will receive orientation or training on such equipment.

9 E. It is RAIL's responsibility that all LLR Supervisors will be trained and
 10 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
 11 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
 12 of pay.

13 F. LLR Supervisors selected by the UNION will participate in the LLR Labor-
 14 Management Relations Committee as needed.

15 G. RAIL will complete a written description of the duties and responsibilities of each
 16 shift.

17 H. For all classifications as set forth in Section 1: There will be a minimum of at
 18 least one LLR Supervisor allowed to have time off through day off book procedures and RAIL will
 19 accommodate LLR Supervisor requests consistent with daily staffing requirements. Day off book
 20 procedures will be consistent in all classifications. Requests for AC days may not be entered into the
 21 day off book more than one calendar month in advance of the day(s) off desired.

22 **ARTICLE R21: LINK LIGHT RAIL VEHICLE MAINTENANCE EMPLOYEES**

23 ***SECTION 1 – DEFINITION OF EMPLOYEES***

24 "Link Light Rail Vehicle Maintenance Employees" shall mean all Employees in the following
 25 job classifications:

- 26 ● Electromechanic
- 27 ● Maintenance Service Center (MSC) Worker
- 28 ● Rail Service Worker

SECTION 2 – GENERAL CONDITIONS

A. RAIL shall not adopt time estimates contained in flat-rate mechanics books for scheduling or evaluation purposes. RAIL 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.

SECTION 3 – 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 pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.

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

C. Employees may be detailed for training until fully qualified. The training time will be determined by the PARTIES.

D. Assignment of specific duties on any shift shall be at the discretion of RAIL.

E. An Employee who is required to attend training will be given at least seven days' notice if the training is outside his/her normal shift hours.

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

G. Should it become necessary to alter a shift during a shake-up and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation which requires an alteration in the start or quit times of a shift, such Employee may request that RAIL consider their request. RAIL will then contact the UNION to review the matter. Should a personnel dispute occur, either PARTY can submit the dispute to the King County Alternative Dispute Resolution program.

H. For holiday work assignments, RAIL will determine the staffing needs for each

1 shift. When RAIL has determined which classifications will be required to work, Employees in those
2 classifications will be offered the holiday assignment, by seniority, as follows:

- 3 1. Employees on regular day to work
- 4 2. Employees on their RDO
- 5 3. By inverse seniority, to Employees on regular day to work

6 ***SECTION 4 – VOLUNTEER ASSIGNMENTS***

7 A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority
8 order with a volunteer.

9 B. A volunteer assigned to a different work shift will continue to receive the shift
10 differential, if any, associated with his/her picked shift or the shift differential associated with the
11 shift to which the volunteer is assigned, whichever is greater.

12 ***SECTION 5 – LEAD EMPLOYEES***

13 A. If a permanent Lead program is developed, the provisions of this Section shall
14 apply, unless otherwise negotiated.

15 B. When a permanent vacancy occurs within a Lead classification, the position will
16 be filled by a recruitment. Applicants must be current Employees in the classification being led and
17 must have, as of the last day applications are accepted, a minimum of two years experience in that
18 classification at RAIL.

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

22 D. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
23 differential above the top step of the existing wage rate and any shift differential of the classification
24 for which s/he serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
25 shift differential, plus 10%.

26 E. Lead workers have the responsibility of coordinating the work of the Employees to
27 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
28 Employees' efforts to ensure that work gets done effectively while treating all Employees with

1 respect and in a fair and consistent manner. A Rail Vehicle Maintenance Lead will be considered a
2 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
3 of the classification s/he is leading.

4 F. No Lead Employee will discipline other Employees or perform formal Employee
5 evaluations.

6 G. For overtime and holiday work assignments: When performing the regular work
7 of the classification that s/he is leading, the Lead of that specific classification will be offered the
8 assignment (by base, by shift, by seniority) only after Employees in that classification have been
9 asked first.

10 **SECTION 6 – UPGRADE LEADS**

11 A. RAIL may upgrade Employees to Lead status at its discretion.

12 B. Upgrade Lead Employees shall be selected on the basis of ability, training,
13 education, experience, and job performance as determined by appropriate testing procedures and/or
14 evaluations which will be developed with input from the UNION.

15 C. Each Upgrade Lead Employee in the Rail Vehicle Maintenance Division shall
16 receive a 10% differential above the top step of the existing wage rate and any shift differential of the
17 classification for which s/he serves as an Upgrade Lead. Lead pay shall be calculated as follows:
18 regular hourly rate, plus shift differential, plus 10%.

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

25 E. No Upgrade Lead Employee will discipline other Employees or perform formal
26 Employee evaluations.

27 **SECTION 7 – PICKS AND MOVE-UPS**

28 A. Consistent with LLR Operator picks, three times each year, when a facility opens

1 or closes, or when RAIL schedules a section-wide pick, the number of Employees required on each
2 shift shall be posted.

3 **B.** At the pick, each Employee listed in Section 1 will be permitted to select, by
4 classification seniority, his/her shift (when applicable), and his/her two consecutive RDOs. Specific
5 duties within a classification also may be picked to the extent specified by RAIL on the pick sheets.
6 Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board Officer
7 for LLR and the Vice President/Assistant Business Representative - Maintenance/designee to discuss
8 and identify any ongoing or planned special projects that may be appropriate for posting on the pick
9 sheets.

10 1. If a permanent Lead program is developed, all permanent Lead Employees
11 shall pick once annually prior to the first pick of the year for other Rail Vehicle Maintenance
12 Employees.

13 **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of
14 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
15 RAIL will notify the UNION before the modification is posted. No changes will be made less than
16 five days prior to the pick.

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

21 **E.** A UNION representative for Rail will be present and facilitate the pick.

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

1 **G.** When RAIL determines that an Employee will be unavailable for work for an
2 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
3 will be notified prior to the pick process. If such Employee returns to work during a shake-up, s/he
4 may return to his/her previous picked position, if such still exists, or to a position as close as possible
5 to the assignment s/he was working previously. RAIL and the Employee may mutually agree to a
6 different assignment, and the UNION will be notified.

7 **H.** 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.

9 ***SECTION 8 – VACATION SELECTION***

10 **A.** Vacations will be picked by classification once each year no later than March 15th.

11 **B.** The number of Employees allowed to take vacation shall be 10% of the Employees
12 in that classification, rounded to the nearest whole number. However, the number of Employees in
13 each job classification allowed on vacation shall not be less than two Electromechanics, one MSC
14 Worker, and one Rail Service Worker.

15 **C.** Vacation may be selected in blocks of one or more full weeks. The selection of
16 vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year.
17 An Employee who takes his/her vacation in two or more blocks shall select the second block of
18 his/her vacation after all Employees in his/her classification have made their first selection; his/her
19 third selection after all Employees in his/her classification have made their second selection; etc.,
20 until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
21 Employee's RDOs.

22 **D.** A Rail Vehicle Maintenance Employee may use vacation or accumulated time in
23 increments of one or more hours, provided s/he has available vacation or accumulated time and
24 subject to advance approval by his/her immediate supervisor.

25 ***SECTION 9 – OVERTIME***

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

1 **B.** An overtime assignment of four hours or less will be offered to a job classification
2 within a base and 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 by seniority, to qualified Employees, including Employees on their RDO.

6 **D.** Scheduled or planned overtime will be posted. An Employee who wishes to
7 receive scheduled overtime shall sign up on an overtime list posted at his/her workplace. Each
8 overtime sign-up list will close at the beginning of the specified shift on the designated close date.
9 An Employee who is not on the overtime list will not be eligible for scheduled overtime.

10 **E.** A full shift overtime assignment shall first be offered in its entirety before it is split
11 and offered in smaller pieces.

12 **F.** An Employee who is awarded the overtime on the list will be subject to the Section
13 12 – Attendance Management procedures of this AGREEMENT.

14 1. If the Employee awarded the overtime calls sick, the overtime shall be
15 offered first to Employees that volunteered for the assignment during its original post time-frame.

16 2. The Employee awarded the overtime shall submit a leave request for
17 approval if s/he no longer wishes to volunteer for that assignment. The overtime will be offered first
18 to Employees that volunteered for the assignment during its original post time-frame.

19 **G.** Should no Employee accept the overtime assignment, it may be assigned by
20 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
21 may be assigned to the next least senior Employee.

22 **H.** An Employee on light duty status shall not be eligible for overtime.

23 **I.** An Employee who is scheduled for paid time off and who is interested in working
24 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
25 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
26 these RDO's also require this notice. For overtime assignment, s/he will be considered in seniority
27 order in accordance with Paragraphs C and D.

28 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's

1 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
2 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
3 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
4 shift overtime rate of pay.

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

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

13 **M.** A LLR Vehicle Maintenance Employee called in before his/her regularly-
14 scheduled report time and in conjunction with his/her regular shift will be paid for actual hours
15 worked.

16 **N.** The following governs Electromechanics-in-Training overtime and holiday work
17 assignments. When performing the regular work of the classification of Electromechanic, an
18 Electromechanic-in-Training will be offered a work assignment, by seniority, only after
19 Electromechanics and Lead Electromechanics in that classification have been asked first.
20 Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the
21 Electromechanic classification for overtime or holidays work assignments.

SECTION 10 – SHIFT DIFFERENTIAL

Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Electromechanic	5.00%	7.5%
Rail Service Worker	5.00%	7.5%
Maintenance Service Center Worker	5.00%	7.5%

SECTION 11 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually, on Employees' regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the classification of Electromechanic. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2017	\$843
2018	\$868
2019	\$903

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

1 allowance/discount shall be the personal property of the Employee.

2 **B.** RAIL shall provide tool insurance to those Employees who receive an annual tool
3 allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
4 discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police
5 report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the
6 worksite. Each Employee shall have on file with his/her immediate supervisor an up-to-date
7 inventory of tools designating the type, size and manufacturer. Photographs will also be acceptable.
8 RAIL shall have the right to inspect the inventory of tools. However, an Employee shall be allowed
9 three days after the inspection to locate any tools which s/he claims are missing.

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

12 **D.** Any Employee who is required to work in inclement weather or hazardous areas
13 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
14 to, a rain set, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
15 Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of
16 boots, socks, and cushioned inserts identified on the RAIL voucher at time of purchase). Employees
17 may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid
18 by such voucher shall be \$200 (plus sales tax) per Employee as provided in Paragraph E.

19 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
20 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

21 **F.** When an Employee is informed during his/her regular shift that overtime in excess
22 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
23 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
24 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

25 **G.** Except where modified by historical practice, agreement, or mutual understanding,
26 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be
27 performed only by Employees working in those classifications.

1 **H.** RAIL shall respect the classification boundaries that are established in the
2 classification specifications for Link Light Rail Vehicle Maintenance jobs; however it is agreed that
3 the incidental assignment of cross-classification work is allowed. No Employee shall be expected to
4 perform work for which s/he has not been adequately trained or which is unsafe. If the UNION
5 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall
6 convene special Labor-Management discussion to attempt to address the UNION's concerns over
7 staffing levels and work assignments.

8 **I.** Link Light Rail Vehicle Maintenance Employees may use the ten minutes prior to
9 the end of their workday for personal clean-up.

10 **J.** When upgraded to a higher paid classification, an Employee shall be paid at the
11 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
12 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
13 upgraded.

14 **K.** RAIL will provide a secure area at each work location for UNION related
15 materials accessible to all UNION representatives at that location.

16 **SECTION 12 – ATTENDANCE MANAGEMENT**

17 **A.** The PARTIES recognize that Rail Vehicle Maintenance duties and functions are
18 time critical and that Employees have the responsibility and obligation to be at work on time each
19 day. Link Light Rail Vehicle Maintenance Employees will be subject to the following terms, which
20 supersede any conflicting provisions elsewhere in the AGREEMENT.

21 **B.** Rail Vehicle Maintenance will monitor and record attendance using the terms of
22 late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
23 Employees that call one-half hour before his/her shift to request unscheduled leave and then are
24 requested to come to work, provided they report to work in a reasonable time. An Employee can use
25 AC time or vacation time to make up lost time.

26 **C.** A late occurrence (six minutes to two hours) shall be managed and recorded as
27 follows:

- 28 1. An Employee may complete any time left on his/her shift.

2. An Employee may work a full eight hours or ten hours for 4/40 Employees even though this work would continue into the next shift.
3. An Employee may not use AC time or vacation to make up lost time.
4. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.
5. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.
6. Late occurrences will be recorded in a 180-day rolling time frame as follows:
 - a. 1st through 5th occurrence – Employee and immediate supervisor initial the attendance card.
 - b. 6th occurrence – One-day suspension without pay.
 - c. 7th occurrence – Discharge, treated as a major infraction as defined in Article R4.

D. Unexcused absences (over two hours late) shall be managed and recorded as

follows:

1. An Employee may complete his/her shift only.
2. An Employee may not use AC time or vacation to supplement his/her regular shift pay.
3. Such Employee is not eligible for overtime that day.
4. Unexcused absences will be recorded in a twelve-month rolling time frame as follows:
 - a. 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.
 - b. 3rd occurrence – One-day suspension without pay.
 - c. 4th occurrence – Discharge, treated as a major infraction as defined

in Article R4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

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

G. An Employee who had a late occurrence or unexcused absence removed from the attendance management record has the option to use vacation leave, AC time or sick leave, as appropriate, to make up lost time.

H. The PARTIES agree to review this Section on an annual basis.

SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM

A. Fundamentals of the Electromechanic Training Program

1. One Electromechanic position is designated as the training position.

2. The Employee in the training position will be classified as an Electromechanic Trainee while in the program. His/her employment rights under the Amalgamated Transit Union, Local 587 (“ATU”) Collective Bargaining AGREEMENT (“CBA”) shall be that of an Electromechanic Trainee.

3. The program’s intended duration is for, but not limited to, two years and consisting of community college training in electronics and hands-on training at the LLR Operations and Maintenance Facility.

4. The Electromechanic Trainee will graduate from the Electromechanic Training Program by passing a written and hands-on test.

5. The Electromechanic Trainee may test out of the program early, graduating before the two-year period.

6. Graduates of the program will be given the next open Electromechanic FTE position. If no open FTE position exists at the time the trainee graduates, the trainee will continue to hold the training slot but will receive the journey level rate of pay.

7. The training slot will be refilled once vacated by the graduate.

1 8. Upon request, RAIL shall furnish the UNION with the written test scores of
2 the applicants.

3 **B. Eligibility for Electromechanic Training Program**

4 1. The solicitation period for the Electromechanic Training Program shall be
5 10 days. This period shall commence with notice to the UNION that a position is open, at which
6 point the UNION may advertise the opportunity to its members. METRO shall formally post the
7 position for no less than two weeks, so that the formal posting closes at the end of this 10 day period.

8 2. Current qualified Employees in the bargaining unit may apply.

9 3. Qualification for the Electromechanic Training Program shall be
10 determined by mechanical aptitude and ability, split equally between:

11 a. Score on a mechanical aptitude test, such as the Bennett Mechanical
12 Aptitude Test.

13 b. Hands-on test.

14 4. The applicant who shows the most potential for excelling as an
15 Electromechanic will be selected for the Electromechanic Training Program.

16 5. If there are no qualified applicants for the Electromechanic Training
17 Program after soliciting applicants as provided in paragraph (a) above, the Electromechanic Training
18 Program will be placed on hiatus. The training slot will be converted into a regular FTE position and
19 a regular Employee may be hired into the slot. The Electromechanic Training Program will be
20 reactivated with the first vacant Electromechanic position that opens in the following year. This first
21 vacant Electromechanic FTE shall be designated as the Electromechanic Training Program slot.

22 6. Upon request, RAIL shall furnish the UNION with the written test scores of
23 the applicants.

24 7. If there is insufficient budget or training department staff available to
25 support the training program, it will be placed on hiatus until such time it can be adequately funded
26 and supported.

27 **C. Commitment to the Electromechanic Training Program**

28 1. An Electromechanic Trainee may resign from the Electromechanic Training

1 Program any time during the first quarter of studies, or within seven days of receiving his/her grades
2 from the first quarter of study. The Electromechanic Trainee who resigns shall be returned to his/her
3 previous position. After this first quarter, an Electromechanic Trainee who resigns from the
4 Electromechanic Training Program will forfeit all rights to his/her former position for a period of 5
5 years.

6 2. Following the first quarter of the program, an Electromechanic Trainee who
7 fails a class, or who receives unsatisfactory performance assessments in the hands-on component of
8 the Electromechanic Training Program, may be expelled from that program. The Employee shall be
9 returned to his/her previous position and shall, at RAIL's discretion, be required to repay RAIL for
10 educational expenses incurred on behalf of the Employee, including, but not limited to, complete
11 recovery of tuition, textbooks, testing fees, campus parking fees, ID fees, and lab fees.

12 3. A graduate of the Electromechanic Training Program shall become a
13 regular Electromechanic. He/she shall have no right to transfer to his/her previous position, until
14 he/she has been an Electromechanic for at least 5 years or the there is a lay off situation involved.

15 4. Electromechanic Trainees who engage in misconduct shall be disciplined
16 under Article R4 of the Collective Bargaining AGREEMENT.

17 **D. Terms and conditions of employment in the Electromechanic Training Program.**

18 1. An Electromechanic Trainee will receive 80 percent of the journey level
19 rate of pay for an Electromechanic.

20 2. Until an Electromechanic Trainee graduates from the Electromechanic
21 Training Program, his or her position shall be a "no pick" position, meaning that shifts are assigned
22 by RAIL.

23 3. Vacations must be approved by RAIL and must not conflict with the
24 Trainee's academic schedule.

25 **SECTION 14 – HIRING OF ELECTROMECHANICS**

26 If an insufficient number of qualified internal candidates apply for a vacant
27 Electromechanic position, METRO may conduct an external recruitment.

SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS

Employees will participate in the Rail Labor-Management Relations Committee.

ARTICLE R22: WAY, POWER AND SIGNALS EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Way, Power and Signals Employees” shall mean all Employees in the following job classifications, and their respective lead positions where applicable:

- Rail Laborer
- Rail Signal and Communications Technician
- Rail Track and Right of Way Maintainer
- Rail Track and Right of Way Maintainer – Lead

SECTION 2 – SUBCONTRACTING

RAIL shall not subcontract work historically performed by members of the UNION; however, the UNION understands that the scope of work performed by RAIL Employees is determined by Sound Transit.

SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS

A. If no internal applicants are qualified for a promotional opportunity, RAIL shall use an open and competitive hiring process.

SECTION 4 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee’s pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular weekly schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

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

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

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

3 **D.** For holiday work assignments, RAIL will determine the staffing needs for each
4 shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

5 **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

6 **SECTION 5 – UPGRADES**

7 **A.** The provisions of Article R14, Section 3, Paragraph A, shall not apply to Way,
8 Power and Signals Employees. Instead, all assigned work in a higher paid classification will be paid
9 at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
10 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.

11 Overtime will be paid at the overtime rate for the higher paid classification.

12 **B.** Upgrades will be based on qualifications, as determined by RAIL.

13 **C.** Seniority will determine which Employee is upgraded among equally qualified
14 Employees.

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

17 **E.** Training opportunities for upgrade qualification will be offered on a rotating basis
18 using a sign up sheet established by seniority.

19 **F.** An Employee upgraded to a regular Lead position shall receive 10% above the top
20 step of the wage rate of the classification for which s/he serves as a Lead.

21 **1.** If RAIL determines that a Lead position will be needed for a project or crew
22 which has three or more Employees and/or will last for more than 90 days, and/or when justified by
23 the additional responsibilities and coordination, RAIL will assign a regular journey-level Lead
24 instead of a designated Lead.

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

27 **3.** Each regular Lead will be considered a working Lead. In addition to his/her
28 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

1 4. No regular Lead will discipline other Employees (as defined by Article R4,
2 Section 2(A)).

3 **SECTION 6 – DESIGNATED LEADS**

4 A. Each designated Lead in the Way, Power and Signals sections shall receive a 10%
5 differential above his/her existing wage rate for his/her classification.

6 B. A designated Lead will be assigned by the immediate supervisor or chief at the
7 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and
8 opportunities to experience Lead work assignments, and taking into account Employees' abilities,
9 training, education, experience, seniority, and job performance.

10 C. Any Employee who trains a newly hired Employee will receive designated Lead
11 pay. Lead pay for training shall be assigned at the discretion of RAIL.

12 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
13 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
14 the entire shift.

15 E. A designated Lead will be considered a working Lead. In addition to his/her
16 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

17 F. No designated Lead will discipline other Employees (as defined by Article R4,
18 Section 2(A)).

19 **SECTION 7 – PICKS AND MOVE-UPS**

20 A. Two picks shall be held annually for Way, Power and Signals Employees to be
21 effective on the start of the closest pay period to March 15 and September 15. When a facility opens
22 or closes, a section-wide pick will occur for those job classifications affected.

23 B. Employees may select by classification seniority their shift and two consecutive
24 RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on
25 the pick sheets.

26 C. A once-yearly vacation pick will be held. Thereafter, the once-yearly vacation
27 pick shall occur before December 15th.

28 D. All Employees listed in Section 1 may select by classification seniority their shift

(when applicable) and two consecutive RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on the pick sheets.

E. Copies of the proposed pick schedule and shifts will be posted for review no later than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than seven days prior to the pick. The effective date of the shake-up will be approximately two weeks after the pick.

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

G. When RAIL determines that an Employee will be unavailable for work for an entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of the pick process.

H. Rail Laborers who were hired before June 15, 2015, will have the right in the second pick of each year to choose between working in LLR Facilities or Way, Power & Signals.

SECTION 8 – VACATION SELECTION

A. At least one Employee in each job classification shall be allowed to use vacation in each vacation period, provided that RAIL has sufficient staffing to provide service and Employees can work under safe conditions. The UNION representatives shall conduct the vacation pick.

B. Before December 15th of each year, each Way, Power and Signals Employee may select a maximum of five separate blocks of vacation, in the following payroll year, each consisting of one or more consecutive workdays. No more than five vacation blocks may be used in any payroll year. Vacation selections shall be made by seniority within a job classification. An Employee who takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second, etc. RAIL shall post a calendar with all approved vacation selections indicated. Vacation changes shall not be allowed except in

1 emergencies, as determined by RAIL.

2 After the vacation pick, any other vacation requests will be honored on a first come, first
3 served basis.

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

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

9 E. On September 15 of each year, RAIL will notify each Employee who has a
10 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee
11 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

12 F. An Employee who desires to use unpicked vacation may use up to three days per
13 year in single-day increments with the prior approval of his/her immediate supervisor. An Employee
14 may use vacation leave in one-hour increments with the approval of his/her immediate supervisor.

15 G. Management will respond to a written request for any vacation or leave within
16 seven days of receipt.

17 **SECTION 9 – OVERTIME**

18 A. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
19 scheduled workday, except as provided in Article R13, and on an Employee's RDO shall be paid at
20 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification
21 for actual overtime hours worked.

22 B. When unscheduled overtime is requested to complete a special task, the overtime
23 will first be offered to the Employee within the classification responsible for the work. A special task
24 shall mean:

- 25 1. non-ordinary circumstances in which the work cannot wait to be completed; or
26 2. work deemed unreasonable to have anyone but the existing Employee
27 performing the work.

28 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or

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

6 1. Overtime will be assigned to Employees on the list, first by shift, then by
7 seniority within a classification provided the Employee is qualified and reasonably available.

8 2. If the overtime is not filled from the list, it may be offered, by seniority, to
9 Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade
10 and available on site to do the work.

11 3. If the overtime has not been filled after all of the procedures outlined in
12 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
13 job classification. If the least senior Employee is not qualified or reasonably available, the overtime
14 will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may
15 assign overtime to any qualified Employee.

16 D. A Way, Power and Signals Employee, who has gone home after his/her regular
17 shift, and who is called back to work and reports for work, will be guaranteed four hours of pay at the
18 overtime rate. If a Way, Power and Signals Employee can correct the situation without having to
19 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

20 E. A Way, Power and Signals Employee called in before his/her scheduled report
21 time and in conjunction with his/her regular shift will not be sent home early to avoid overtime
22 payment and will not be required to work beyond a spread of twelve hours. An Employee desiring to
23 go home early may request permission from his/her immediate supervisor.

24 F. Overtime on any shift shall be computed at the rate paid for the Employee's
25 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the
26 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
27 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
28 into the day shift will be paid at the overtime rate with graveyard shift differential.

SECTION 10 – SHIFT DIFFERENTIAL

Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Signal and Communications Technician	5%	7.5%
Track and Right of Way Maintainer	5%	7.5%
Track and Right of Way Maintainer – Lead	5%	7.5%
Rail Laborer	5%	7.5%

SECTION 11 – SPECIAL BENEFITS

A. RAIL will provide any and all tools necessary to perform all assigned mechanical work to Way, Power and Signals Employees.

B. Each Way, Power and Signals Employee shall receive eleven uniforms and shall wear a uniform during all work hours.

C. Each Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to Personal Protective Equipment (PPE), a rain set, hat and boots.

D. RAIL shall provide and maintain necessary safety clothing, uniforms and equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$200 (plus sales tax) per Employee. A replacement item will be issued when the item is lost, stolen, damaged or worn out.

E. When an Employee works two or more hours of overtime in conjunction with

his/her regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the Employee's preference.

F. RAIL shall reimburse each Employee for the cost of any license(s) required in relation to his/her job classification or job duties, excluding the cost of the state-issued driver's license.

SECTION 12 – ATTENDANCE MANAGEMENT

A. The PARTIES recognize that Way, Power and Signals duties and functions are critical and that Employees have the responsibility and obligation to be at work on time each day. Way, Power and Signals Employees will be subject to the following terms, which supersede any conflicting provisions elsewhere in the AGREEMENT.

B. Way, Power and Signals will monitor and record attendance using the terms of late occurrence and unexcused absence.

C. A late occurrence:

1. of up to one hour shall be managed and recorded as follows:

- a. An Employee may complete any time left on his/her shift.
- b. An Employee may work a full eight or ten hours even though this work would continue into the next shift.
- c. An Employee may not use AC time or vacation to make up lost time.
- d. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.
- e. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.

2. of between one and two hours shall be managed and recorded as follows:

- a. An Employee may complete any time left on his/her shift only.
- b. An Employee may not use AC time or vacation to make up lost time.

1 c. An Employee will be paid for hours worked at his/her scheduled rate
2 of pay.

3 3. Late occurrences will be recorded in a 180 day rolling time frame as
4 follows:

5 a. 1st through 5th occurrence – Employee and chief initial the time
6 sheet/late report card.

7 b. 6th occurrence – one-day suspension without pay.

8 c. 7th occurrence – discharge, treated as a major infraction as defined
9 in Article R4.

10 D. Unexcused absences (over two hours late) shall be managed and recorded as
11 follows:

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

13 2. An Employee may not use AC time or vacation to supplement his/her
14 regular shift pay.

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

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

18 a. 1st occurrence – Employee will receive Oral Reminder; chief will
19 initial the late report card.

20 b. 2nd occurrence – Employee will receive Written Reminder; chief
21 will initial the late report card.

22 c. 3rd occurrence – One-day suspension without pay.

23 d. 4th occurrence – Discharge, treated as a major infraction as defined
24 in Article R4.

25 E. An occurrence which results in a second one day suspension within 180 days of the
26 occurrence that resulted in the first suspension shall result in discharge.

27 F. Extenuating circumstances will be considered. Any request by an Employee to
28 have a late occurrence or unexcused absence removed from the attendance management record must

be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a late occurrence or unexcused absence that has been removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 13 – TRAINING

The PARTIES shall develop training programs in selected trade classifications. The PARTIES will jointly determine the implementation of the programs. The programs will recognize that workforce diversity is valued and encouraged.

SECTION 14 – LINK LIGHT RAIL LABOR-MANAGEMENT RELATIONS

COMMITTEE

Way, Power and Signals Employees will participate in the Rail Labor-Management Relations Committee.

ARTICLE R23: LINK LIGHT RAIL FACILITIES EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Link Light Rail Facilities Employees” shall mean all Employees in the following job classifications, and their respective lead positions where applicable:

- Grounds Specialist
- Lead Rail Facilities Custodian
- Lead Rail Station Custodian (Lead Transit Custodian)
- Rail Facilities Custodian
- Rail Facilities Mechanic
- Rail Facilities Mechanic – Lead
- Rail Laborer
- Rail Station Custodian

SECTION 2 – SUBCONTRACTING

RAIL shall not subcontract work historically performed by members of the UNION; however, the UNION understands that the scope of work performed by RAIL Employees is determined by Sound Transit.

SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS

A. Vacancies in the Rail Station Custodian classification shall be filled by the regular, open, competitive process, which is used for most UNION positions.

B. If no internal applicants are qualified for the promotional opportunity, RAIL shall use an open and competitive hiring process.

SECTION 4 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee's pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular weekly schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

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

C. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday, the day shift the second, and the swing shift the third.

D. For holiday work assignments, RAIL will determine the staffing needs for each shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

E. Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

SECTION 5 – UPGRADES

A. The provisions of Article R14, Section 3, Paragraph A, shall not apply to Way, Power and Signals Employees. Instead, all assigned work in a higher paid classification will be paid at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid classification in excess of four hours will be paid at the higher rate of pay for the entire shift. Overtime will be paid at the overtime rate for the higher paid classification.

B. Upgrades will be based on qualifications, as determined by RAIL.

C. Seniority will determine which Employee is upgraded among equally qualified

1 Employees.

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

4 E. Training opportunities for upgrade qualification will be offered on a rotating basis
5 using a sign up sheet established by seniority.

6 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
7 step of the wage rate of the classification for which s/he serves as a Lead.

8 1. If RAIL determines that a Lead position will be needed for a project or crew
9 which has three or more Employees and/or will last for more than 90 days, and/or when justified by
10 the additional responsibilities and coordination, RAIL will assign a regular journey-level Lead
11 instead of a designated Lead.

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

14 3. Each regular Lead will be considered a working Lead. In addition to his/her
15 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

16 4. No regular Lead will discipline other Employees (as defined by Article R4,
17 Section 2(A)).

18 **SECTION 6 – DESIGNATED LEADS**

19 A. Each designated Lead in the Link Light Rail Facilities sections shall receive a 10%
20 differential above his/her existing wage rate for his/her classification.

21 B. A designated Lead will be assigned by the immediate supervisor or chief at the
22 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and
23 opportunities to experience Lead work assignments, and taking into account Employees' abilities,
24 training, education, experience, seniority, and job performance.

25 C. Any Employee who trains a newly hired Employee will receive designated Lead
26 pay. Lead pay for training shall be assigned at the discretion of RAIL.

27 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
28 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for

1 the entire shift.

2 E. A designated Lead will be considered a working Lead. In addition to his/her
3 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

4 F. No designated Lead will discipline other Employees (as defined by Article R4,
5 Section 2(A)).

6 ***SECTION 7 – PICKS AND MOVE-UPS***

7 A. Two picks shall be held annually for Link Light Rail Facilities Employees to be
8 effective on the start of the closest pay period to March 15 and September 15. When a facility opens
9 or closes, a section-wide pick will occur for those job classifications affected.

10 B. Employees may select by classification seniority their shift and two consecutive
11 RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on
12 the pick sheets.

13 C. A once-yearly vacation pick will be held. Thereafter, the once-yearly vacation
14 pick shall occur before December 15th.

15 D. All Employees listed in Section 1 may select by classification seniority their shift
16 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be
17 picked to the extent specified by RAIL on the pick sheets.

18 E. Copies of the proposed pick schedule and shifts will be posted for review no later
19 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
20 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
21 after the pick.

22 F. An Employee who is unable to attend the pick may leave an absentee pick form
23 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
24 representative picking an assignment for the Employee. The UNION representative shall make an
25 effort to select an assignment comparable to the assignment most recently worked. Selections made
26 by the UNION will not be subject to 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 will be notified prior to the start of

1 the pick process.

2 **H.** Rail Laborers who were hired before June 15, 2015, will have the right in the
3 second pick of each year to choose between working in LLR Facilities or Way, Power & Signals.

4 **SECTION 8 – VACATION SELECTION**

5 **A.** At least one Employee in each job classification shall be allowed to use vacation in
6 each vacation period, provided that RAIL has sufficient staffing to provide service and Employees
7 can work under safe conditions. For the purpose of this provision, Custodians and Lead Custodians
8 shall count as a single classification. The UNION representatives shall conduct the vacation pick.

9 **B.** Before December 15th of each year, each Link Light Rail Facilities Employee may
10 select a maximum of five separate blocks of vacation, in the following payroll year, each consisting
11 of one or more consecutive workdays. No more than five vacation blocks may be used in any payroll
12 year. Vacation selections shall be made by seniority within a job classification. An Employee who
13 takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all
14 Employees in his/her classification have made their first selection; his/her third selection after all
15 Employees in his/her classification have made their second, etc. RAIL shall post a calendar with all
16 approved vacation selections indicated. Vacation changes shall not be allowed except in
17 emergencies, as determined by RAIL.

18 After the vacation pick, any other vacation requests will be honored on a first come, first
19 served basis.

20 **C.** An Employee who does not select vacation at the annual vacation pick must
21 request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise
22 approved by management.

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

25 **E.** On September 15 of each year, RAIL will notify each Employee who has a
26 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee
27 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

28 **F.** An Employee who desires to use unpicked vacation may use up to three days per

1 year in single-day increments with the prior approval of his/her immediate supervisor. An Employee
2 may use vacation leave in one-hour increments with the approval of his/her immediate supervisor.

3 G. Management will respond to a written request for any vacation or leave within
4 seven days of receipt.

5 **SECTION 9 – OVERTIME**

6 A. 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 B. 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 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
17 request to be put on, an overtime list posted on a weekly basis. Each overtime list will be posted on
18 Monday and pulled at noon on Thursday. An Employee who is not on the overtime list will not be
19 eligible for the planned and scheduled overtime, except in the case of an emergency or if overtime
20 must be assigned in inverse order of seniority. RAIL will not call an Employee who is on an
21 authorized leave for overtime, unless it is an extreme emergency.

22 1. Overtime will be assigned to Employees on the list, first by shift, then by
23 seniority within a classification provided the Employee is qualified and reasonably available.

24 2. If the overtime is not filled from the list, it may be offered, by seniority, to
25 Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade
26 and available on site to do the work.

27 3. If the overtime has not been filled after all of the procedures outlined in
28 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected

1 job classification. If the least senior Employee is not qualified or reasonably available, the overtime
2 will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may
3 assign overtime to any qualified Employee.

4 D. A Link Light Rail Facilities Employee, who has gone home after his/her regular
5 shift, and who is called back to work and reports for work, will be guaranteed four hours of pay at the
6 overtime rate. If a Link Light Rail Facilities Employee can correct the situation without having to
7 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

8 E. A Link Light Rail Facilities Employee called in before his/her scheduled report
9 time and in conjunction with his/her regular shift will not be sent home early to avoid overtime
10 payment and will not be required to work beyond a spread of twelve hours. An Employee desiring to
11 go home early may request permission from his/her immediate supervisor.

12 F. Overtime on any shift shall be computed at the rate paid for the Employee's
13 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the
14 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
15 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
16 into the day shift will be paid at the overtime rate with graveyard shift differential.

SECTION 10 – SHIFT DIFFERENTIAL

Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Facilities Custodian	5%	7.5%
Station Custodian	5%	7.5%
Facilities Mechanic	5%	7.5%
Facilities Mechanic – Lead	5%	7.5%
Rail Laborer	5%	7.5%

SECTION 11 – SPECIAL BENEFITS

RAIL will provide any and all tools necessary to perform all assigned mechanical work to Link Light Rail Facilities Employees.

A. Each Link Light Rail Facilities Employee shall receive eleven uniforms and shall wear a uniform during all work hours.

B. Each Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to Personal Protective Equipment (PPE), a rain set, hat and boots.

C. RAIL shall provide and maintain necessary safety clothing, uniforms and equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$200 (plus sales tax) per Employee. A replacement item will be issued when the item is lost, stolen, damaged or worn out.

1 **D.** When an Employee works two or more hours of overtime in conjunction with
2 his/her regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break,
3 at the Employee's preference.

4 **E.** RAIL shall reimburse each Employee for the cost of any license(s) required in
5 relation to his/her job classification or job duties, excluding the cost of the state-issued driver license.

6 **SECTION 12 – ATTENDANCE MANAGEMENT**

7 **A.** The PARTIES recognize that Link Light Rail Facilities duties and functions are
8 critical and that Employees have the responsibility and obligation to be at work on time each day.
9 Link Light Rail Facilities Employees will be subject to the following terms, which supersede any
10 conflicting provisions elsewhere in the AGREEMENT.

11 **B.** Link Light Rail Facilities will monitor and record attendance using the terms of
12 late occurrence and unexcused absence.

13 **C.** A late occurrence:

14 1. of up to one hour shall be managed and recorded as follows:

15 a. An Employee may complete any time left on his/her shift.

16 b. An Employee may work a full eight or ten hours even though this
17 work would continue into the next shift.

18 c. An Employee may not use AC time or vacation to make up lost
19 time.

20 d. An Employee will be paid for actual hours worked at his/her
21 scheduled rate of pay.

22 e. A late occurrence shall not create an overtime opportunity for the
23 late Employee. No grievances will be filed by other Employees claiming overtime infringements
24 should an Employee elect to work his/her full shift and the time worked extends into another shift.

25 2. of between one and two hours shall be managed and recorded as follows:

26 a. An Employee may complete any time left on his/her shift only.

27 b. An Employee may not use AC time or vacation to make up lost
28 time.

1 c. An Employee will be paid for hours worked at his/her scheduled rate
2 of pay.

3 3. Late occurrences will be recorded in a 180 day rolling time frame as
4 follows:

5 a. 1st through 5th occurrence – Employee and chief initial the time
6 sheet/late report card.

7 b. 6th occurrence – one-day suspension without pay.

8 c. 7th occurrence – discharge, treated as a major infraction as defined
9 in Article R4.

10 D. Unexcused absences (over two hours late) shall be managed and recorded as
11 follows:

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

13 2. An Employee may not use AC time or vacation to supplement his/her
14 regular shift pay.

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

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

18 a. 1st occurrence – Employee will receive Oral Reminder; chief will
19 initial the late report card.

20 b. 2nd occurrence – Employee will receive Written Reminder; chief
21 will initial the late report card.

22 c. 3rd occurrence – One-day suspension without pay.

23 d. 4th occurrence – Discharge, treated as a major infraction as defined
24 in Article R4.

25 E. An occurrence which results in a second one day suspension within 180 days of the
26 occurrence that resulted in the first suspension shall result in discharge.

27 F. Extenuating circumstances will be considered. Any request by an Employee to
28 have a late occurrence or unexcused absence removed from the attendance management record must

be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a late occurrence or unexcused absence that has been removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 13 – TRAINING

The PARTIES shall develop training programs in selected trade classifications. The PARTIES will jointly determine the implementation of the programs. The programs will recognize that workforce diversity is valued and encouraged.

SECTION 14 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE

Link Light Rail Facilities Employees will participate in the Rail Labor-Management Relations Committee.

ARTICLE R24: LINK LIGHT RAIL TRAINING

SECTION 1 – DEFINITION OF EMPLOYEES

- Rail Technical Trainer

SECTION 2 – GENERAL CONDITIONS

A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days executive leave annually, to be administered according to King County policy.

B. The Rail Technical Trainer position will be filled through an open and competitive recruiting process.

C. When Rail Technical Trainer is required to work on a holiday, s/he will have another day off with pay on a day mutually agreed by the Employee and his/her immediate supervisor.

D. Rail Technical Trainers will receive a second personal holiday to be used in the payroll year in lieu of the holiday for Lincoln's Birthday defined in Article R8, Section 3. The use of the personal holiday will be governed by Article R8, Section 4, Paragraph B.

ARTICLE R25: TEMPORARY EMPLOYEES

SECTION 1 – DEFINITION

A. "Temporary Employee" shall mean a person who is employed for a period of time not to exceed 1040 hours in a rolling twelve-month period. However, Temporary Employees may be used for a maximum period of 2080 hours in a rolling twelve-month period if mutually agreed by the PARTIES.

B. "Project Temporary Employee" shall mean a person who is employed for a period of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed the duration of the project, the duration of a backfill for another Employee, or two years, whichever comes first.

C. Employees covered by this Article:

1. Will not be used to fill regular, Career Service positions until after the process provided in Article 3, Section 13 has been completed.

2. Do not become Career Service Employees and must be immediately separated if their employment exceeds the limits established above; otherwise, a contract violation has occurred.

3. Shall be considered probationary Employees for the duration of their employment, whose instances of discharge will be covered by Article 4.9.

4. Are not subject to the layoff and recall provisions of the AGREEMENT.

5. Will be assigned to work locations, shifts, and regular days off by METRO.

6. Will either be provided with those tools necessary to perform their jobs, or will receive one-third of the applicable tool allowance in effect at the time for the classification.

D. Positions filled by Employees covered by this Article will not be part of the regular pick process for regular Employees.

E. METRO and the UNION will periodically meet to discuss the use of Employees under this Article and whether the work should properly be performed by other Employees. Additionally, METRO will notify the UNION and offer to meet to discuss any project which would employ a substantial number of Employees under this article.

SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE

A. A Temporary Employee or Project Temporary Employee who is selected by METRO for a permanent position in the same classification shall serve a six-month probationary period; however, if the Employee has 90 or more days of continuous temporary employment in the classification at the time of selection, the probationary period shall be reduced to three months and s/he will receive a seniority date, vacation service credits and wage progression which reflects his/her continuous service.

B. A Temporary Employee or Project Temporary Employee who is separated from METRO and rehired as a permanent Employee within 30 days will not receive seniority or vacation service credits. However, such Employee rehired within a year will receive wage progression credit for time served as a Temporary Employee or Project Temporary Employee.

SECTION 3 – WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES

A. A Temporary Employee shall be paid for actual hours worked at the current rate in effect for his/her classification and length of service. Such Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-time hours in one workweek, or for hours worked on holidays.

B. A Temporary Employee who has less than 60 days of service is not eligible for any Employee benefits.

C. A Temporary Employee who is employed for 60 days or longer continuous service and who works full-time shall be eligible, beginning the first of the month following the 60-day anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.

D. A Temporary Employee whose employment is extended beyond 1,040 hours in a rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established start dates of benefits).

SECTION 4 – WAGES AND BENEFITS FOR PROJECT TEMPORARY EMPLOYEES

A. Project Temporary Employees will have seniority only within a group of Project Temporary Employees in the same classification for picking vacation, overtime opportunities, and for forced overtime.

1 **B.** A Project Temporary Employee may serve as a lead for other Temporary
2 Employees or Project Temporary Employees. Selection for such lead positions shall be based on
3 merit.

4 **C.** When METRO needs to separate one or more Project Temporary Employees, it
5 will do so in inverse seniority order, unless METRO identifies an operational reason to change that
6 order. METRO will provide the plan for the order of separation to the UNION prior to providing
7 formal notice to the Employees.

8 **D.** A Project Temporary Employee is eligible for benefits from the date of hire (based
9 on established start dates).

10 **ARTICLE R26: MODIFICATION PROVISION AND SAVINGS CLAUSE**

11 ***SECTION 1 – MODIFICATION PROVISION***

12 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
13 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
14 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
15 UNION President/Business Representative/designee.

16 ***SECTION 2 – SAVINGS CLAUSE***

17 Should any provision of this AGREEMENT be rendered or declared invalid because of any
18 existing or subsequent legislation or by any court decision, the remaining provisions of this
19 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
20 to renegotiate such invalidated provisions to comply with the law.

EXHIBIT RA – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE	11/01/2016 +2.00%	11/01/2017 +3.00%	11/01/2018 +4.00%
Rail Section			
Electromechanic	\$36.76	\$37.86	\$39.37
Grounds Specialist	\$31.07	\$32.00	\$33.28
*Lead Rail Facilities Custodian	\$26.18	\$26.96	\$28.04
*Lead Rail Station Custodian	\$28.86	\$29.73	\$30.92
Maintenance Service Center Worker	\$32.04	\$33.00	\$34.32
Rail Facilities Custodian	\$23.80	\$24.51	\$25.49
Rail Facilities Mechanic	\$36.76	\$37.86	\$39.37
Rail Laborer	\$29.03	\$29.90	\$31.10
Rail Operator	\$32.12	\$33.08	\$34.40
Rail Service Worker	\$29.84	\$30.74	\$31.97
Rail Signal and Communications Technician	\$39.94	\$41.14	\$42.79
Rail Station Custodian	\$26.24	\$27.03	\$28.11
Rail Supervisor	\$40.46	\$41.67	\$43.34
Rail Supervisor (Operations Control Controller)	\$42.48	\$43.75	\$45.51
Rail Supervisor-In-Training	\$36.41	\$37.50	\$39.01
Rail Technical Trainer	\$43.24	\$44.54	\$46.32
Track and Right of Way Maintainer	\$36.76	\$37.86	\$39.37
*Lead Rail Facilities Mechanic	\$40.44	\$41.65	\$43.31
*Lead Rail Laborer	\$31.93	\$32.89	\$34.21
*Lead Rail Signal and Communications Technician	\$43.93	\$45.25	\$47.07
*Lead Rail Track and Right of Way Maintainer	\$40.44	\$41.65	\$43.31
<i>* 10% above non-lead positions</i>			
Streetcar Section			
Streetcar Maintainer	\$36.76	\$37.86	\$39.37
*Streetcar Operations and Maintenance Supervisor	\$42.48	\$43.75	\$45.51
Streetcar Operator	\$32.12	\$33.08	\$34.40
<i>*5% above Rail Supervisor</i>			

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

EXHIBIT E

**Memorandum of Agreement
By and Between
King County
and
Amalgamated Transit Union, Local 587**

Subject: Insured Benefits Agreement for Represented Benefits-Eligible Employees

1. 2017 Insured Benefits Agreement. This Agreement replaces a Memorandum of Agreement between King County ("County") and Amalgamated Transit Union, Local 587 ("ATU") on the subject of insured benefits, which will expire on December 31, 2016, and was coded by the Office of Labor Relations as 410U0515 (hereinafter, the "Expiring Benefits Agreement").

2. Scope of Agreement. This Agreement shall apply to all employees represented by the ATU who are eligible for insured benefits under the terms of the Collective Bargaining Agreement and related Memoranda of Agreement. All employees that this Agreement applies to shall be referred to as "Employees."

3. ATU Protected Fund Reserve. The Expiring Benefits Agreement established an ATU Protected Fund Reserve ("PFR"). The PFR, which supports the County's defined contribution to ATU's benefits, shall continue under this Agreement. The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits, for Employees. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that the PFR funds are being used solely for the insured benefits for Employees.

4. County Funding for Covered Employees in 2017. The County's total funding rate for January 1, 2017, to December 31, 2017, shall be \$1,556 per benefits-eligible Employee per month.

5. Insufficient County Funding. To the extent that the County's funding identified in paragraph 4 and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to Employees covered under the terms of this Agreement, is at any time inadequate to fully fund the cost of providing insured benefits for Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.

6. Excess County Funding. To the extent that the County's funding identified in paragraph 4, and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to employees covered under the terms of this Agreement, provides greater funding

EXHIBIT E

than is necessary to fully fund the cost of insured benefits for Employees, the parties agree that the excess shall be added to the PFR.

7. Calculations. All calculations that must be made under this Agreement will be based on ATU-specific claims experience.

8. Calculations of Retiree Medical and COBRA subsidies. King County and the Union have identified a concern about the allocation of costs relating to the retiree medical plan and COBRA to ATU's Protected Fund Reserve. King County will work with ATU to identify an accurate and practical calculation methodology for the retiree medical and COBRA subsidies on a going forward basis and further commit to a retroactive adjustment to the ATU Protected Fund Reserve to rectify inaccurate calculations that may have been made during the term of the 2014-2016 benefits agreement. The parties shall work in good faith to complete the reallocation of costs prior to December 31, 2016.

9. Health and Welfare Plan Provisions. Insured benefits provisions (i.e. plan features) and plan designs (i.e. Employee costs) for Employees commencing January 1, 2017 shall remain unchanged from 2016.

10. Scope and Purpose of the Annual Reconciliation Meeting. The parties will convene an "annual reconciliation meeting" (the "True Up Meeting") no later than April 15th to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), insured benefits provisions and plan designs for Employees, and any other information or factors that the parties deem relevant.

11. Modification to Plan Provisions, Plan Designs, and Administration of the Protected Fund Reserve. If at the True Up Meeting, the PFR is projected to fall below four million dollars (\$4,000,000) in 2018, the parties are empowered to negotiate and implement modifications to the County's funding rate, insured benefits provisions, plan designs for Employees, and any Employee premium(s) share to be effective on January 1, 2018.

12. Dispute Resolution Process when the Employer Contribution has Been Established in Bargaining. If Paragraph 11 is triggered, and the parties have signed an agreement on the Employer Contribution rate for 2018, but the parties are unable to reach agreement on the Employee premium(s) share, insured benefits provisions and the plan design changes to bring the projected PFR above four million dollars (\$4,000,000), then the parties may devise a dispute resolution process or may refer the sole unresolved issue(s) of insured benefits provisions, plan design changes, and any Employee premium(s) share to an interest arbitrator with an expectation of a ruling issued by August 15, 2017.

13. Subsequent Agreement. This Agreement establishes the County's funding rate, the insured benefits provisions and plan designs for Employees for 2017 only. The County's funding rate, insured benefits provisions, plan designs for Employees, and any Employee premium(s) share in 2018 and 2019 shall be determined per successor contract bargaining, presumably for a contract term period covering November 1, 2016, to October 31, 2019; except, as provided under sections 11 and 12 herein. If the parties are unable to reach a subsequent

EXHIBIT E

Insured Benefits Agreement that establishes the County's funding rate, insured benefits provisions, plan designs for Employees, and any Employee premium(s) share for 2018 and 2019, the parties shall submit their unresolved issues, along with any other unresolved collective bargaining issues, to an interest arbitration process governed by RCW 41.56.492.

14. Total Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

15. Term. This Agreement shall be in effect, after approval of the King County Council, from January 1, 2017, through December 31, 2017.

APPROVED this 11 day of AUGUST, 2016.

By: 
King County Executive

For Amalgamated Transit Union, Local 587:

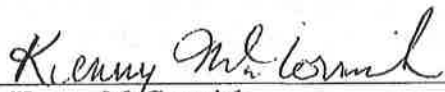

Kenny McCormick
President/Business Representative

EXHIBIT F

**Memorandum of Agreement
By and Between
King County
and
Amalgamated Transit Union, Local 587**

**Subject: Insured Benefits Agreement for Represented Benefits-Eligible Employees,
2018-2019**

1. 2018-2019 Insured Benefits Agreement. On January 1, 2018, this Agreement will follow and replace a Memorandum of Agreement between King County ("County") and Amalgamated Transit Union, Local 587 ("ATU") on the subject of insured benefits, which will expire on December 31, 2017, and was coded by the Office of Labor Relations as 410U1016 (the "2017 Benefits Agreement").

2. Scope of Agreement. This 2018-2019 Benefits Agreement shall apply to all employees represented by the ATU who are eligible for insured benefits under Article 11 and R11 of the Collective Bargaining Agreement and Memoranda of Agreement relating to the health care plan and eligibility for insured benefits. All employees that this Agreement applies to shall be referred to as "Employees."

3. ATU Protected Fund Reserve. The ATU Protected Fund Reserve ("PFR"), which supports the County's defined contribution to ATU's benefits, shall continue under this Agreement. The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to cover increases in the cost of those benefits for Employees. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that the PFR funds are being used solely for the insured benefits for Employees.

4. County Funding Rate. The County and ATU will negotiate the county funding rate for 2018 and 2019 during main contract negotiations. Any contract settlement will consider the combined costs of wages, benefits, and other economic items as negotiated in 2016-2019 CBA. The parties may make any proposals regarding PFR correction or stabilization.

5. Insufficient County Funding. To the extent that the County's funding identified in paragraph 4 and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to Employees covered under the terms of this Agreement, is at any time inadequate to fully fund the cost of providing insured benefits for Employees, the parties agree that the PFR will be used to fund the difference.

6. Excess County Funding. To the extent that the County's funding identified in paragraph 4, and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to Employees covered under the terms of this Agreement, provides greater funding than is necessary to fully fund the cost of insured benefits for Employees, the parties agree that the excess shall be added to the PFR.

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7. Calculations. All calculations that must be made under this Agreement will be based on ATU-specific costs.

8. Plan Provisions. Insured benefits provisions (i.e. plan features) and plan designs (i.e. Employee costs) for Employees commencing January 1, 2018 shall remain unchanged from 2017, with the following exceptions.

A. Effective January 1, 2018, the emergency room copay for the KingCare plan shall be \$175.

B. Effective January 1, 2018, the Spousal Benefit Access fee will be \$150 for KingCare and \$75 for SmartCare (Group Health).

C. Retiree Medical Subsidy. Effective January 1, 2018, the medical plan will end the early retiree (pre-Medicare eligible) medical subsidy, meaning that early retirees will be able to purchase insurance from King County at a rate that reflects the costs of the early retirees in the plan. However, early retirees on the plan on December 31, 2017 will be able continue to purchase the King County medical plan at the subsidized rate until they become eligible for Medicare. This provision will be opened if the federal Affordable Care Act (ACA) is repealed or modified such that retirees can no longer purchase medical plans in the marketplace.

D. Domestic Partner Definition. Effective January 1, 2018, the definition of domestic partner for the purpose of eligibility for insured benefits will reflect the State of Washington definition. Insured benefits eligibility will only be offered to domestic partners who meet the State of Washington definition.

9. Scope and Purpose of the Annual Reconciliation Meeting. The parties will convene an annual reconciliation meeting (the "True Up Meeting") no later than April 15th of each year of this Agreement to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), insured benefits provisions and plan designs for Employees, and any other information or factors that the parties deem relevant.

10. Modification to Plan Provisions, Plan Designs, and Administration of the Protected Fund Reserve. If at the True Up Meeting, the PFR is projected to fall below four million dollars (\$4,000,000) in 2019 or (in 2019 for) 2020, the parties are empowered to negotiate and implement modifications to the County's funding rate, insured benefits provisions, plan designs for Employees, and any Employee premium(s) share to be effective on January 1 of the following year.

11. Dispute Resolution Process. If Paragraph 10 is triggered, and the parties have signed an agreement on the Employer Contribution rate for 2018 or 2019, but the parties are unable to reach agreement on the Employee premium(s) share, insured benefits provisions, and the plan designs for Employees to bring the projected PFR above four million dollars (\$4,000,000), then the parties may refer the only the unresolved issues of premium(s) share, insured benefits provisions, and the plan designed to either a dispute resolution process (if jointly agreed) or to an interest arbitrator with an expectation of a ruling issued by August 15.

12. Ending of Healthy Incentives Program. The parties agree to end the current Healthy Incentives program, which has allowed employees to qualify for gold, silver, or bronze levels of out-of-pocket expense levels based on their participation in a wellness assessment and individual action plans. Commencing in 2017, Employees will not participate in the wellness assessment and individual action plans in order to qualify for lower levels of out-of-pocket

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expenses. Effective January 1, 2018, all employees will receive the "gold level" of out-of-pocket expenses, as provided under paragraph 8, and the silver and bronze levels will be eliminated. In place of the Healthy Incentives Program, King County and ATU will jointly develop wellness programs that are specific to the needs of ATU's members; however, participation will in these programs will be voluntary.

13. Commercial Drivers License Medical Costs. Medical examinations that are required for the purpose of obtaining or maintaining a Commercial Drivers License will be covered by the health insurance plans. This cost will be paid by King County and will not be charged against ATU's costs.

14. Accountable Care Networks. Effective January 1, 2018, King County may offer an Accountable Care Network plan in addition to the KingCare and SmartCare plans. King County will work with ATU to develop a plan design for the Accountable Care Network; if the parties cannot agree to plan design, they will use an alternative dispute resolution process to determine the plan design.

15. PFR Adjustment. The County and the Union have had extensive discussions about the funding of ATU's benefits plan and the total cost to provide insured benefits to ATU's members. The parties have already entered into an agreement for the County's benefits funding rate for 2017, increasing the per-employee-per-month amount by 6.2%. To address an ongoing controversy about the perceived unfairness of the funding of ATU's benefits, the parties agree to the following: Of the 6.2%, 4% will be considered in the costing model for establishing a wage settlement.

16. Total Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

17. Term. This Agreement shall be in effect, after approval of the King County Council, from January 1, 2018, through December 31, 2019.

APPROVED this 17 day of JANUARY, 2017.

By: Dow Constance
King County Executive

For Amalgamated Transit Union, Local 587:

Kenny McCormick
Kenny McCormick
President/Business Representative