

**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

6 PARTIES TO THE AGREEMENT

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

13 PREAMBLE

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

24 DEFINITIONS

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

28 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, the
7 Employee's spouse or the Employee's domestic partner. Such children shall be eligible up to age 26
8 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 Washington,
28 and

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

3 **CONVENTIONS**

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

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

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

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

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

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

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

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

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

19 ***SECTION 1 – SOLE BARGAINING AGENT***

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

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

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

1 **SECTION 2 – UNION MEMBERSHIP**

2 A. Each Employee shall make application to become a member of the UNION within
3 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or
4 provided for, by law. However, if the Employee qualifies for a bona fide religious objection to union
5 membership as described in RCW 41.56.122, the above requirement shall be satisfied by the payment
6 of an amount equal to initiation fees and regular UNION dues to a non-religious charitable
7 organization in accordance with the procedures set forth in the Washington Administrative Code.

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

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

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

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

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

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

25 **SECTION 4 – UNION INSIGNIA**

26 METRO Employees may wear, while on duty, the standard type of union insignia prescribed
27 by the ATU International. The wearing of such insignia by a UNION member shall not be cause for
28 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 the
10 PARTIES. All materials posted shall be signed by a full-time officer of the UNION or shall be on
11 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 COMMITTEE**

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

8 METRO is committed to providing a safe workplace and wishes 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 shall
12 consist of two members appointed by METRO and two members appointed by the UNION. The
13 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 **SECTION 9 – JOINT SECURITY STEERING COMMITTEE**

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

23 **SECTION 10 – JOINT SCHEDULING COMMITTEE**

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

28

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 – 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 14 – 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.

ARTICLE 2: 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.

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

1 1972, the State Law Against Discrimination, and any similar or related federal and state laws and
2 regulations which prohibit discrimination based on an Employee's race, creed, color, religion,
3 national origin, political affiliation, age, sex, sexual orientation, marital status or disability, except as
4 specifically exempted by a bona fide occupational qualification. Any employee of METRO who
5 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary
6 action.

7 **ARTICLE 3: GENERAL CONDITIONS**

8 ***SECTION 1 – TECHNOLOGICAL CHANGE***

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

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

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

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

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

21 ***SECTION 3 – PAYROLL DEDUCTIONS***

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

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

26 A. METRO will arrange for adequate restrooms to be used by Employees on all routes
27 and shall take all reasonable steps to ensure each restroom's sanitary condition. Any other restroom
28 on an Employee's route may be used in an emergency situation. METRO shall arrange for and

1 designate restroom facilities as near as possible to each terminal of each route. METRO will identify
2 potential restrooms for new routes and meet with the UNION to review the routes prior to forwarding
3 them for King County Council approval.

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

6 ***SECTION 5 – 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 METRO property without its written consent. Solicitations and distributions pursuant
11 to 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. METRO 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 6 – DEFECTIVE EQUIPMENT***

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

18 B. If an Employee receives a fine for speeding and/or defective equipment as
19 described above, METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for
20 litigating the fine. No Employee is eligible for more than \$1,000 of reimbursement during the life of
21 this AGREEMENT. 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 7 – 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 4, Section 3.

4 **SECTION 8 – 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 9 – 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. METRO 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 10 – SUBCONTRACTING**

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

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

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

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

28 E. METRO may continue to provide historical and traditional paratransit service,

1 formerly known as Special Transportation Services Program, to elderly and/or disabled persons
2 through contracting with outside providers to meet the requirements of the Americans with Disability
3 Act of 1990, as amended.

4 **SECTION 11 – VENDING MACHINE PROCEEDS**

5 A. METRO agrees to lease space for vending machines in Transit facilities to an
6 organization which will in turn contract with the UNION for payment of the historical and traditional
7 25% of the net proceeds it receives from these vending machines directly to the UNION. The
8 UNION will then forward those monies to the Puget Sound Labor Agency or the Local 587 Retirees
9 Chapter for social, recreational and charitable purposes.

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

12 **SECTION 12 – PROBATIONARY PERIOD**

13 Each full-time Employee, except as modified by Article 26, Section 2, shall have a six-month
14 probationary period commencing with his/her date of employment and/or date of qualification, where
15 required.

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

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

21 C. Upon qualification, each Assigned CIS and Assigned PSR shall have a
22 probationary period of one calendar year or 1,044 work hours, whichever comes first.

23 D. Upon qualification, each PTO shall have a probationary period of one calendar
24 year, except as provided in Article 16, Section 2, Paragraph E.

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

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

28 Where a vacancy occurs in any position in the UNION which is to be filled by detail or

1 temporary appointment, Employees of METRO who are capable and desirous of doing the work shall
2 be given first consideration before any outside help is employed. Such vacancy shall be posted and
3 filled in accordance with METRO's Merit System per Article 2, Section 1. Among Employees
4 seeking any such position, seniority shall be considered in filling the position.

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

9 ***SECTION 14 – VACATION, SICK LEAVE AND AC TIME DONATION***

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

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

15 C. Donated vacation, sick leave and AC time become the property of the recipient.
16 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
17 sick leave, and AC time may be donated only to an individual employed by King County who has
18 exhausted or will have exhausted, within five calendar days following receipt of the donation request
19 in the Payroll Section, his/her sick leave, vacation leave and AC time.

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

23 E. If a UNION Employee donates leave to a King County employee who is not
24 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
25 to the recipient of the leave. If a King County employee who is not represented by the UNION
26 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
27 administered by the terms of Paragraph D.

1 **SECTION 15 – NEGOTIATED MEAL AND REST PERIODS**

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

9 **ARTICLE 4: DISCIPLINE**

10 **SECTION 1 – GENERAL**

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

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

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

23 D. Counseling that is given to Employees will not be considered to be discipline and
24 cannot be grieved. If an Employee disagrees with the counseling, s/he should provide a written
25 rebuttal to his/her chief, which will be included in the Employee's personnel file. A UNION-
26 represented Employee will not issue discipline to another UNION-represented Employee.

27 **SECTION 2 – TYPES OF DISCIPLINE**

28 A. Types of discipline shall include oral reminders, written reminders, disciplinary

1 probation, suspension and discharge.

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

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

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

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

18 A. "Major infractions" include:

- 19 • Gross misconduct
20 • Insubordination
21 • Gross negligence
22 • Theft of METRO funds or property or job related theft
23 • Misappropriation - the personal use of METRO funds or property
24 • The use of intoxicants or the odor of intoxicants
25 • The use or odor of narcotics or abuse of controlled substances
26 • Preventable accidents in accordance with the accident point system
27 • Late reports, absences, and unexcused absences, in accordance with

28 Section 6

- 1 • Late occurrences and unexcused absences, in accordance with Article 17,
- 2 Section 11, and Article 18, Section 14
- 3 • Falsification of sick reports
- 4 • Falsification of applications or any other official METRO documents
- 5 • Willful failure to turn in lost articles
- 6 • Willful destruction or damage to METRO property/possessions
- 7 • Serious or repeated harassment based on a legally protected class (see
- 8 DEFINITIONS)
- 9 • Committing a felony while on duty or conviction of a job-related felony
- 10 • Serious or repeated discrimination, as prohibited under Article 2.

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

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

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

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

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

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

- 26 1. First minor infraction – Oral Reminder.
- 27 2. Second minor infraction – Written Reminder.
- 28 3. Third minor infraction – Appropriate discipline for the severity of the

1 infraction, which could include a two-day suspension.

2 4. Fourth minor infraction – Five-day suspension.

3 5. Fifth minor infraction – Discharge.

4 **SECTION 5 – REMOVING INFRACTIONS**

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

13 **SECTION 6 – MISSES**

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

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

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

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

24 • First – Informational Notice.

25 • Second – Oral Reminder.

26 • Third – Written Reminder and the Employee will be offered a program of
27 assistance from both PARTIES in developing a plan to improve attendance. This program will
28 include referral to the Employee Assistance Program. The METRO unit superintendent/chief and the

1 UNION Officer/designee will meet with the Employee to write the details of the program, which will
2 be specific to the Employee.

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

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

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

10 • First through third – Informational Notice.

11 • Fourth – Oral Reminder.

12 • Fifth – Written Reminder and the Employee will be offered a program of

13 assistance from both PARTIES in developing a plan to improve attendance. This program will

14 include a referral to the Employee Assistance Program. The METRO unit superintendent/chief and

15 UNION Officer/designee will meet with the Employee to write the details of the program, which will

16 be specific to the Employee.

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

20 • Seventh – Five-day suspension.

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

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

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

1 Employee.

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

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

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

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

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

16 G. Four consecutive workdays of absence without leave will be considered a
17 resignation.

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

25 **SECTION 7 – MISSES – TRANSIT OPERATORS**

26 A. Misses for Transit Operators include:

27 1. Unexcused Absence – Failure to report within one hour after designated
28 report time or an FTO's failure to accept late report, or calling in sick less than 30 minutes before an

1 Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay for
2 the day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 The immediate supervisor shall determine whether the circumstances warrant a change from an
2 unexcused absence. However, the unexcused absence will be excused in all cases where the
3 Employee received medical treatment and was unable to report the absence as required.

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

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

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

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

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

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

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

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

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

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

27 2. An Employee who has called in sick and has been given an unexcused
28 absence, may make a written request to his/her immediate supervisor, within five workdays of the

1 Employee's return to work, to change the unexcused absence to an absence or an excused absence.
2 The immediate supervisor shall determine whether the circumstances warrant a change from an
3 unexcused absence. However, the unexcused absence will be excused in all cases where the
4 Employee received medical treatment and was unable to report the absence as required.

5 **SECTION 9 – PROBATIONARY EMPLOYEES**

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

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

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

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

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

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

24 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

25 **SECTION 1 – GRIEVANCE PROCEDURE**

26 A. Employee grievances concerning the interpretation and application of this
27 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except
28 as outlined in Paragraph E. A "grievance", as used in this AGREEMENT, shall mean a claim by an

1 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning
2 the proper application or interpretation of this AGREEMENT.

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

14 C. Employees are encouraged to meet, whenever possible, with their chief or
15 supervisor/superintendent to discuss their claim that the contract has been violated prior to filing a
16 formal grievance. If an Employee initiates such a conversation, s/he must understand that the
17 timeline for filing a grievance is only extended if it is done by mutual written agreement with a chief
18 or unit supervisor/superintendent.

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

25 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
26 Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter,
27 the immediate supervisor/designee shall meet with the Employee and, unless UNION representation
28 is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of

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

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

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

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

27 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
28 Employee shall present the written grievance to his/her immediate supervisor/designee. Prior to a

1 Step 1 hearing, the discharged Employee may choose to appeal his/her discharge to the King County
2 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION
3 procedure. If the Employee chooses to be represented by the UNION, s/he waives any right to appeal
4 to the King County Personnel Board. The immediate supervisor/designee shall meet with the
5 Employee and, unless UNION representation is waived in writing by the Employee, the UNION
6 Business Representative/designee within 15 days after receipt of the grievance to discuss the
7 grievance. The meeting may be held at a later date by mutual agreement of the PARTIES. METRO
8 shall, within 10 days after the meeting, notify the UNION of its decision by fax and/or written copy.
9 If the UNION Business Representative/designee determines that the grievance has merit, it may be
10 referred to Step 2 within 15 days of such notification. Such referral must be in writing.

11 **Step 2:** The grievance shall be presented to Transit Human Resources
12 [Director of King County Labor Relations/designee]. Thereafter, the Employee and UNION Business
13 Representative/designee will meet with a committee consisting of a Transit Human Resources
14 designee [Director of King County Labor Relations/designee], 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. If no
18 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to
19 arbitration by notifying Transit Human Resources [Director of King County Labor
20 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax
21 within 60 days after the UNION receives the Step 2 decision.

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

27 **G.** In the Facilities and Vehicle Maintenance Sections:

28 1. All first step grievance hearings will be held at the base where the grievant

1 is currently assigned, during the grievant's regularly-scheduled work hours or within one-half hour of
2 the grievant's normal shift start or quit time, at the grievant's option.

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

5 **SECTION 2 – ARBITRATION PROCEDURE**

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

11 1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators
12 as soon as possible after the execution of this 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 two next
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 both 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 **SECTION 3 – EXPEDITED ARBITRATION**

3 A. As an alternative to the arbitration procedure outlined in Section 2, the PARTIES
4 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
5 party may request an expedited arbitration process. At the time of the request, the party requesting an
6 expedited arbitration shall outline the process desired. The requested expedited arbitration process
7 may include, but is not limited to, some or all of the following characteristics as agreed by both
8 PARTIES:

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

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

- 19 1. The power and authority of the arbitrator shall be to hear and decide each
20 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
21 the AGREEMENT;
- 22 2. The arbitrator shall not have the authority to add to, subtract from or modify
23 this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The
24 arbitrator's decision, including upholding, modifying or setting aside any disciplinary action and/or
25 the award of lost wages and benefits, shall be in accordance with federal and state laws, and shall be
26 final and binding on all parties.
- 27 3. The decision of the arbitrator shall be based solely on the evidence and
28 arguments presented by the PARTIES at the hearing.

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

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

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

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

8 **ARTICLE 6: SENIORITY**

9 ***SECTION 1 – CALCULATING SENIORITY***

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

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

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

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

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

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

27 G. An Employee who has promoted or transferred to a different classification, who
28 returns to a previous classification, shall be reinstated to the position in seniority order that s/he

1 previously held, except as provided in Section 2, Paragraph E.

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

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

9 J. An Employee who has had a non-disciplinary medical termination and who returns
10 to his/her same classification within three years from the date of termination shall be reinstated to the
11 seniority that s/he previously held. An Employee who has had a non-disciplinary medical termination
12 and who returns to his/her same classification beyond three years from the date of termination will
13 have his/her seniority in the job classification start on the date of his/her rehire. This provision shall
14 be effective on the date of execution of this AGREEMENT and shall not be applied retroactively.

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

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

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

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

22 B. A King County employee not represented by the UNION who previously has
23 attained permanent status in a UNION job classification, and who demotes for any reason other than
24 layoff, will not be eligible for reinstatement of classification seniority. In no case shall such a
25 demotion displace any Employee.

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

28 D. An Employee who demotes to a previously held classification will be reinstated to

1 the position in classification seniority order which s/he had formerly held in the classification to
2 which s/he has been demoted.

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

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

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

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

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

19 D. Any Employee who is in a detail or upgrade position for at least 90 days shall be
20 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
21 another position.

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

24 **SECTION 4 – SENIORITY LISTS**

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

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

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

7 **ARTICLE 7: LAYOFF AND RECALL**

8 ***SECTION 1 – REASON FOR LAYOFF***

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

18 ***SECTION 2 – METHOD OF REDUCTION***

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

21 B. A laid-off employee who has attained regular status in another job classification
22 may displace a less senior Employee in such classification, provided that the laid-off employee has
23 obtained all necessary certifications to perform the duties of such classification. A position in the
24 highest-paying classification in which there is a less senior Employee and in which the employee
25 previously has attained regular status will be offered. No Employee shall be placed into a
26 classification from which the Employee has demoted or failed to complete the probationary period. A
27 laid-off Employee who exercises the right to return to a previous position will be reinstated to the
28 position in classification seniority order which s/he had previously held, except as provided in Article

1 6, Section 2, Paragraph E.

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

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

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

13 **ARTICLE 8: HOLIDAY**

14 **SECTION 1– FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS AND**
15 **SUPERVISORS**

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

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

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

4	New Year’s Day	Memorial Day
5	Independence Day	Labor Day
6	Thanksgiving Day	Christmas Day
7		

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

10 **SECTION 3 – OTHER EMPLOYEES**

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

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

18 **SECTION 4 – DAYS OF OBSERVANCE**

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

23	New Year’s Day	Labor Day
24	Martin Luther King Junior Day	Veterans Day
25	Lincoln’s Birthday	Thanksgiving Day
26	Presidents’ Day	Mark McLaughlin Day (Day after Thanksgiving)
27	Memorial Day	Christmas Day
28	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.

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

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

SECTION 6 – SHIFT DIFFERENTIAL

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

SECTION 7 – ELIGIBILITY

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

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

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

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

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

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

11 **ARTICLE 9: VACATION**

12 ***SECTION 1 – VACATION ENTITLEMENT***

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

16 B. Each Employee shall accrue vacation according to the applicable accrual rate, and
17 be subject to applicable maximum biweekly vacation accruals, per Paragraph G.

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

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

26 E. Scheduled increases in the accrual rate will begin with the first biweekly pay
27 period following the completion of the necessary years of active service.
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1 F. Vacation Accrual Table

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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 Carryover 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

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

19 H. Until the beginning of the 2016 payroll year, an Employee may take any vacation
20 earned in a payroll year, in the next payroll year. At the beginning of the 2016 payroll year,
21 Employees will accrue vacation each payroll period, and that vacation, along with un-picked vacation,
22 will be available for use as provided in the AGREEMENT and the practices of the PARTIES.

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

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

27 K. Employees shall not be eligible to take or be paid for vacation leave until they have
28 successfully completed their first six months of service with METRO, and if they leave METRO prior

1 to successfully completing their first six months of METRO service, shall forfeit and not be paid for
2 accrued vacation leave.

3 **SECTION 2 – SCHEDULING VACATIONS**

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

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

13 **SECTION 3 – SELECTION OF VACATIONS**

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

17 **SECTION 4 – VACATION CARRY OVER**

18 A. A Full Time Operator or Part Time Operator may carry over vacation based on the
19 following schedule:

20

21 Completed 22 Calendar Years of 23 Service	24 FTO Days 25 Allowed To Carry 26 Over Each Year	27 PTO Hours 28 Allowed To Carry Over Each Year
1 - 4	2	6
5 - 9	3	12
10 - 14	4	20
14 +	5	30

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

1 vacations are being scheduled.

2 B. For all Employees, the number of vacation hours carried over shall not exceed the
3 maximum carryover hours in Section 1.F Column 6 above. No PTO shall carry over more than the
4 maximum number of annual hours for which the PTO is currently eligible.

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

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

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

16 **SECTION 5 – VACATION CASH OUT**

17 With the exception noted below for Customer Communications and Services, a full-time
18 Employee who has accrued more than 80 hours of vacation in a year may elect to cash out a portion
19 of his/her vacation, provided s/he picks a minimum of 80 hours of vacation. Once a year, during the
20 first vacation pick of the year for an Employee's work unit, an Employee may elect to cash out a
21 minimum of eight hours up to a maximum of 60 hours of their current vacation balance. Employees
22 may elect to receive the cash out payment following the first vacation pick of the year and/or
23 following November 1, provided each payment is of at least eight hours.

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

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

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

8 **SECTION 2 – BEREAVEMENT LEAVE**

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

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

22 **SECTION 3 – UNION BUSINESS**

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

1 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
2 shall be included only if the Employee was on UNION business leave the day preceding and the day
3 after the 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 scheduled
24 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 – MATERNITY/PATERNITY LEAVE**

28 A. Upon request, an Employee shall be granted a maximum of six months unpaid

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

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

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

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

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

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

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

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

17 **SECTION 9 – LEAVE USAGE**

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

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

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

27 a. the family member is the Employee's spouse or domestic partner,
28 the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the

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

4 **ARTICLE 11: SICK LEAVE**

5 ***SECTION 1 – PROCEDURES***

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

- 8 1. The Employee's bona fide illness or non-occupational injury.
- 9 2. Supplemental payment for an occupational injury when payments, as
10 specified in Article 12, Section 9, are exhausted.
- 11 3. A part-time Employee's occupational injury for up to three calendar days
12 immediately following the injury.
- 13 4. To care for the Employee's child if the following conditions are met:
 - 14 a. The child is under the age of 18.
 - 15 b. The Employee or the Employee's spouse/domestic partner is the
16 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
17 place of the parent to the child.
 - 18 c. The Employee's child has a health condition requiring the
19 Employee's personal supervision during the hours of his/her absence from work.
 - 20 d. The Employee actually attends to the child's care during the absence
21 from work.
- 22 5. The care of an Employee's adult family member whose health condition
23 requires the Employee's personal supervision during his/her absence from work.
- 24 6. The Employee's personal appointment with a licensed health care provider.
- 25 7. Domestic violence leave that satisfies the conditions of RCW 49.76. An
26 Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave
27 and other paid time off, compensatory time, or unpaid leave time.

28 B. Absences for sick leave must be reported at least 30 minutes before the Employee

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

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

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

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

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

28 F. An Employee who abuses sick leave may be subject to discipline. In addition to

1 the discipline, such Employee may be required to provide medical verification of all sick leave use for
2 a maximum period of one year from the most recent date of disciplinary action. METRO will not
3 consider approved FMLA/KCFML leaves in assessing discipline.

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

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

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

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

20 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
21 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
22 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
23 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
24 under the 250-hour threshold as the result of an illness/injury.

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

26 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
27 of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No
28 Employee shall be entitled to sick leave with pay during the first 30 days of employment, except as

1 may be provided by the Washington Family Care Act, RCW 49.12.270. There shall be no limit on
2 the amount of sick leave that can be accumulated.

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

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

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

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

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

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

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

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

26 **SECTION 4 – USE OF AC TIME**

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

1 unable to perform the duties of his/her position.

2 ***SECTION 5 – RESERVE SICK LEAVE***

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

9 **ARTICLE 12: BENEFITS**

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

11 ***BENEFITS***

12 A. King County presently participates in group medical, dental, vision, life, and long-
13 term disability insurance benefit programs. These programs, and the level of METRO premium
14 contribution to these programs is determined by the Joint Labor-Management Insurance Committee
15 (JLMIC). The JLMIC is comprised of representatives from King County and its labor unions. The
16 Committee's function shall be to review, study and make recommendations relative to existing
17 medical, dental, vision, life, and long-term disability insurance programs. King County agrees to
18 continue the JLMIC.

19 B. 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 developed by the JLMIC. METRO agrees to maintain the
22 level of benefits as provided by these plans and pay premiums as described in these programs through
23 2016. Benefits for 2017 will be the same unless modified by the JLMIC, in which case the UNION
24 may negotiate alternative benefits.

25 C. The PARTIES agree to incorporate changes to Employee insurance benefits which
26 King County may implement as a result of the agreement of the JLMIC, but otherwise METRO will
27 not make unilateral changes to existing benefits.

28 D. An employee will be eligible for the insurance benefits on the first calendar day of

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

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

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

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

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

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

21 C. The PARTIES agree to establish a medical program within the Washington State
22 Basic Health Plan as soon as such is available. METRO will contribute up to the maximum dollar
23 amount allowed in Paragraph A.

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 until age 65 or until s/he becomes eligible for Medicare. Such Employee waives
28 all rights to COBRA coverage.

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

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

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

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

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

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

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

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

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

21 and,

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

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

28 4. The Employee files a claim with METRO and provides receipted bills to

1 substantiate that replacements have been purchased or repairs made.

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

4	Item	Maximum Value
5	Watch	\$55.00
6	Uniform clothing	replacement
7	Wallet	\$25.00
8	Bag	\$55.00
9	Purse	\$35.00
	Driver's License	replacement
	Employee Transit Pass	replacement
	Prescription Eyeglasses	\$200.00

10 ***SECTION 8 – TRANSIT PASS***

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

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

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

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

20 **1. METRO will provide an amount which, when added to the state-prescribed**
21 payment and any alternative work wages, maintains the percentage set forth below of the Employee's
22 net pay, based on 80 hours times his/her hourly rate minus any mandatory deductions per pay period.
23 The percentage shall be as follows:

- 24 **a. For the first 60 workdays missed – 100%.**
25 **b. For the next 60 workdays missed – 90%.**
26 **c. For the next 140 workdays missed – 80%.**

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

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

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

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

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

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

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

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

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

18 6. When notified at least 48 hours in advance, attend all meetings and
19 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
20 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
21 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
22 prior to such meeting or examination.

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

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

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

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

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

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

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

19 **SECTION 10 – LEGAL DEFENSE**

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

25 **SECTION 11 – COMMERCIAL DRIVERS LICENSE**

26 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
27 who are required to have a CDL, all Supervisors, and Utility Service Workers per Article 17, Section
28 2, Paragraph D.

1 **SECTION 12 – GENERAL CONDITIONS**

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

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

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

10 **SECTION 13 – ACCUMULATED COMPENSATORY TIME**

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

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

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

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

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

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

27 **SECTION 14 – RETIREMENT ACKNOWLEDGEMENT**

28 Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the

1 purpose of acknowledging that Employee's service to the citizens of King County. The Employee
2 shall choose the form of acknowledgement from two options: either a celebration, including
3 refreshments, at the worksite or a luncheon with the Employee's immediate supervisor. In addition,
4 each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted upon it.

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

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

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

10 B. Each 4/40 Employee shall be subject to the provisions of this Article, which shall
11 supersede any conflicting provisions elsewhere in this AGREEMENT.

12 ***SECTION 2 – REGULAR DAYS OFF***

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

14 ***SECTION 3 – HOLIDAYS***

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

22 ***SECTION 4 – PERSONAL HOLIDAY***

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

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

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

1 **SECTION 6 – BEREAVEMENT LEAVE**

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

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

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

12 **SECTION 8 – SICK LEAVE**

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

15 **SECTION 9 – DISABILITY**

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

19 **SECTION 10 – OVERTIME**

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

23 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

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

26 **ARTICLE 14: RATES OF PAY**

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

28 A. Effective on the start of the pay period that includes November 1, 2013, the top

1 hourly wage rate for each job classification will be as shown in Exhibit A. These wages shall be
2 effective until the pay period that includes October 31, 2014. The wages in Exhibit A reflect a 1.67%
3 increase from the expiration of the prior collective bargaining agreement, which is derived from the
4 cost of living formula in Section 2 below.

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

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

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

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

27 4. PTOs will have five step increments as follows: first step will be 70% of
28 the top rate of the classification; upon completion of 24 months, the second step will be 80%; upon

1 completion of the next 24 months, the third step will be 90%; upon completion of the next twelve
2 months, the fourth step will be 95%; and upon completion of the next twelve months, the fifth step
3 will be 100%.

4 5. A PTO who is selected for an FTO position will retain his/her part-time
5 wage step and will be given appropriate wage progression credit for part-time service, provided there
6 is no more than a two day break in service. Such credit shall be calculated by giving one-half credit
7 for the period of time worked in that step, rounding upward to the nearest one-half month and
8 applying that period to the full-time qualification date.

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

15 ***SECTION 2 – COST OF LIVING***

16 A. In addition to the wage increase for November 1, 2013 set out in Article 14,
17 Section 1(A), there will be two cost-of-living adjustments payable on the start of the pay period that
18 includes November 1, 2014, and November 1, 2015.

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1 B. All cost-of-living adjustments will be based on the annual average growth rate of
 2 the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
 3 Clerical Workers (CPI-W, July of the previous year to June of the current year). These adjustments
 4 will be based on the following formula:

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

9 Y = Current Year

10 Y-1 = 1 Year Ago

11 Y-2 = 2 Years Ago

12 C. For the cost-of-living adjustment on the pay period that includes November 1,
 13 2014 and November 1, 2015: the top step of each job classification shall be 95% of the number
 14 determined by the formula in Paragraph B times the base wage for such classification. Such
 15 adjustments shall never result in a wage reduction. The base wage for each classification for the cost
 16 of living adjustments, shall be the top step wage in effect October 1, each year, for that classification.
 17 Other steps in the wage progression for each classification will be recalculated according to Section 1,
 18 based on the adjusted top step.

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

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

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

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

4 ***SECTION 4 – FLSA REQUIREMENTS***

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

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

9 METRO will attempt, whenever possible, to provide such Employee with two days off during each
10 scheduled workweek.

11 ***SECTION 5 – DEMOTION***

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

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

18 ***SECTION 1 – DEFINITION OF EMPLOYEES***

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

27 B. There will be four kinds of FTOs:

28 1. A “Regular Operator” shall mean an FTO who picks runs as a work

1 assignment for his/her eight or ten-hour guarantee.

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

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

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

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

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

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

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

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

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

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

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

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

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

4 d. Must meet Extra Board Operator qualification requirements.

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

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

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

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

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

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

16 B. METRO will not reduce the number of FTOs below 1,223. In the event of a layoff,
17 all PTOs shall be laid off prior to the layoff of any FTO, provided that for every two PTOs laid off
18 due to a substantial reduction of funds or ridership, METRO may, at its discretion, reduce the daily
19 guarantee of one FTO position to five hours. Any PTO who has prior status as an FTO and who is
20 laid off will go to the layoff list, not to an FTO position. FTOs will pick reduced-guarantee work by
21 seniority in the normal FTO pick process. FTOs selecting reduced-guarantee work will have two
22 consecutive RDOs and will pick an assignment with a guaranteed paid time of five hours for each of
23 their regular work days. FTOs selecting a reduced-guarantee position will be paid at the overtime rate
24 for all time worked in excess of eight hours in a day and for all time worked in excess of 40 straight-
25 time hours in a workweek. Nothing herein shall be construed as giving METRO the authority to
26 reduce any other right or benefit of affected FTOs. Reinstatement of the eight-hour daily guarantee
27 shall be in seniority order on the same one-for-two basis as the reduction, when the PTO positions
28 vacated by the layoff are filled.

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

3 D. The number of PTOs, with each DTA Operator counted as two PTOs, shall not
4 exceed 45% of the total number of Transit Operators.

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

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

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

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

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

14 **SECTION 3 – GENERAL CONDITIONS**

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

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

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

1 layover in the previous two hours, the Operator shall be entitled to a ten-minute break at the next
2 outer terminal, except on his/her last trip, provided the Operator attempts to notify the Coordinator.
3 METRO agrees to review routes or assignments identified by the UNION as having a pattern of
4 insufficient break time.

5 **K.** In order to provide reasonable breaks, METRO shall schedule at least one 15-
6 minute layover in assignments over five hours in length, METRO shall schedule either an additional
7 15-minute layover or one 30-minute layover in weekday assignments over eight hours in length.

8 **L.** When an Operator working an assignment finds it does not provide the guaranteed
9 break time, the Operator should notify METRO of such by filing a service report.

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

11 **N.** An Operator may voluntarily install/remove chains if needed.

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

15 **P.** Each day at each base, METRO guarantees that for every 45 FTOs normally
16 scheduled to work on that day at that base, rounded to the nearest 45, one FTO from the day off book
17 shall be excused from his/her assignment. However, the guarantee shall be a minimum of one each
18 day for any base with FTOs and for the System Board. These guarantees shall not apply in the case of
19 an extreme emergency.

20 **Q.** Separate day off books for FTOs and PTOs will be maintained at each base. There
21 will be a separate day off book for System Board Operators.

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

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

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

1 R. Candidates for Bus Supervisor-in-Training positions shall be selected from
2 METRO FTOs, Rail Operators, Streetcar Operators and Rail Supervisors, who were not previously
3 Bus Supervisors. Operator candidates must have at least two and one-half years of full-time bus
4 driving service in the five years preceding the closing date for applications.

5 S. All assignments shall be completed within a maximum 16-hour spread. Such
6 spread will begin with the start time of the first assignment following at least eight continuous hours
7 off.

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

15 **SECTION 4 – RUNS**

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

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

19 2. A run combination or “combo” will consist of two or three pieces of work
20 which are at least seven hours and eleven minutes in total work time, including platform, report and
21 travel time, and which are within a spread time of 12-1/2 hours. Combos with more than one split
22 will be paid straight-through for the lesser split. Any combo with a split of 29 minutes or less will be
23 paid straight-through and classified as a straight run. Combos which quit after 8:00 p.m. shall be paid
24 straight-through.

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

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

27 D. At the discretion of METRO, “frags”, meaning assignments less than seven hours
28 and eleven minutes, including platform, report and travel time, may be posted and selected at the

1 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
2 apply to frags.

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

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

6 G. At least 70% of all Saturday runs shall be straight runs. There shall be no combos
7 on Sunday.

8 H. Runs and trippers on a route may be assigned to more than one base.

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

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

14 K. Open runs and combos may be broken into trippers on the same day in order to
15 allow METRO to fill all work.

16 **SECTION 5 – OPERATOR PICKS**

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

19 B. FTOs will have two system-wide picks, at least 22 weeks apart. An additional
20 system-wide pick will occur at a time to take effect during June. METRO will use a maximum of
21 two First Line Supervisors for each of the Full-Time and Part-Time picks; the remainder of the staffing
22 will be with Operators and Operations administrative staff. All established practices and procedures
23 for the Operator picks shall be observed through this AGREEMENT. Work assignments will be
24 selected at the pick for the following shake-up period.

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

27 D. The UNION will supply METRO with a signed, certified Operator seniority list
28 three weeks prior to the first day of the pick. Copies of the pick schedule will be posted in each base

1 and in the UNION office at least two weeks prior to the first day of the pick.

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

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

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

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

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

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

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

25 L. An FTO picking the System Board will select a position on the Day Board at each
26 of the operating bases, except that the FTO may select one suburban area (North, East/Bellevue, or
27 South) for which the FTO does not have to select a board position; the number of exemptions for
28 each region will be limited to no more than one-half of the total number of System Board Operators.

1 System Board Operators will select an RDO combination which will be the same for every base at
2 which they work. System Board Operators will indicate their assignment priority for each base. The
3 maximum number of System Board positions posted will be 35. In no case will METRO assign more
4 than 18 System Board Operators to any operating base per pay period, with one exception, that being
5 Atlantic Base during the first three pay periods of each payroll year. In order to be eligible to pick the
6 System Board, an Operator must have worked at least 85% of his/her scheduled assignments during
7 the 16-week period ending three weeks prior to the pick. For purposes of this calculation, vacation
8 and AC time taken will be considered as time worked.

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

13 N. UNION representatives shall be present during picks.

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

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

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

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

26 S. A Regular Operator who has Sunday off may pick a vacant Sunday assignment, by
27 seniority, for work on any Sunday-schedule holiday. This selection will take place at the base after
28 the FTO pick and after Report and vacation relief Operators have made their selections. If vacant

1 Sunday assignments are still available, they may be offered for pick by seniority to all FTOs at the
2 base whose RDO falls on the holiday.

3 **SECTION 6 – MOVE-UPS**

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

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

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

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

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

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

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

20 F. Move-ups will be conducted by shop stewards at the affected base at the direction
21 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
22 grievance/arbitration procedure.

23 **SECTION 7 – SELECTING VACATIONS**

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

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

1 one period.

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

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

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

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

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

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

17 **SECTION 8 – EXTRA BOARD**

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

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

25 C. For System Board assignments, METRO will determine the number of positions at
26 each base during each biweekly pay period. Each Operator shall list bases in order of preference.
27 METRO will assign Operators to bases for each biweekly pay period, honoring preferences according
28 to seniority. During the biweekly pay period the System Board Operator will fill the position on the

1 board that s/he selected at pick and will be assigned work according to the assignment provisions of
2 this Section.

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

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

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

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

12 a. Category A shall include:

13 1) Straight day runs which quit at 8:00 p.m. or earlier.
14 2) Day reports which have a quit time of 10:00 p.m. or earlier
15 as determined by a 13-hour spread.

16 3) Combos which quit at 8:00 p.m. or earlier.
17 4) Tripper combinations which quit at 8:00 p.m. or earlier.
18 5) Tripper and report combinations which have a latest quit
19 time of 8:00 p.m. or earlier as determined by a 13-hour spread.

20 6) Special work which has an estimated quit time of 8:00 p.m.
21 or earlier.

22 b. Category B shall include:

23 1) Runs which quit later than 8:00 p.m.
24 2) Reports which have a quit time later than 10:00 p.m., as
25 determined by a 13-hour spread.

26 3) Combos or other combinations of work which quit later than
27 8:00 p.m.

28 4) Special work which has an estimated quit time of later than

1 8:00 p.m.

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

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

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

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

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

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

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

18 b. An assignment with more pay will be assigned before an assignment
19 with less pay.

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

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

24 6. If the number of Extra and System Board Operators available for work on a
25 regular workday is greater than the number of available runs, reports and special work which fits the
26 definition of a run, then tripper combinations may be inserted in the assignment sequence according
27 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
28 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than

1 one split will be paid straight-through for the lesser split. Any tripper combination split of 29 minutes
2 or less will be paid straight-through. To be paid, an Operator must submit complete and accurate
3 reports.

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

9 8. All weekday pieces of work open before the Extra Board's 10:00 a.m.
10 cutoff will be assigned to Full-Time Extra and System Board Operators, who are qualified and
11 available, as a regular assignment. Any remaining work, except part-time trippers, will be assigned
12 first according to the overtime assignment sequence, then to PTOs on the Additional Tripper List,
13 except as prohibited in this AGREEMENT. Part-time trippers will be assigned first to the Additional
14 Tripper List, then to FTOs according to the overtime assignment sequence in Section 10, Paragraph
15 D.

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

19 10. An Operator who is qualified in accordance with Section 12, but who is
20 not qualified on the specific assignment s/he would normally receive, shall be passed over until the
21 first assignment for which s/he is qualified becomes available. If work is not available to match an
22 Operator's qualifications, the Operator shall be placed on report and may be sent out to qualify. The
23 eight-hour guarantee shall apply for that day. If the last Operator available does not qualify for the
24 last assignment available in the assignment sequence, then the next latest quit assignment for which
25 that Operator qualifies shall become his/her assignment for the day and the remaining Operators shall
26 be assigned in the normal sequence. This process may be repeated until the last available Operator is
27 qualified on the last available assignment.

28 11. Any Extra or System Board Operator who receives an assignment out of

1 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
2 time pay, except in case of extreme emergency. Any FTO who receives an overtime assignment out
3 of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
4 assignment s/he should have had or the assignment s/he received, whichever is greater.

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

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

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

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

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

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

23 **f.** An Extra Board Operator picking a vacation assignment must work
24 the entire vacation assignment, not including any picked RDO overtime, except as provided in
25 Subparagraph d.

26 **13.** If an Extra or System Board Operator's normal sequence assignment
27 conflicts with his/her partial absence or non-driving assignment, then such Operator will be given an
28 assignment which is not a straight run and which has a quit time within one hour of his/her normal

1 sequence assignment. METRO will attempt to maximize straight-time paid work hours for such
2 Operator.

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

6 H. Any Extra or System Board Operator may request to add or remove a guarantee of
7 10-1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
8 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra or System Board
9 Operator requesting the 10-1/2 hours off between consecutive days' assignments and who would not
10 receive 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment
11 sequence, and will receive the first available assignment after his/her 10-1/2 hours off.

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

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

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

20 2. Work assigned to volunteer Inter-base Transfer Operators will be in the
21 following sequence: Combos; then early quit relief runs with a quit time from 8:01 p.m. to 9:59 p.m.;

22 and then late day runs with quit time from 6:01 p.m. to 8:00 p.m.

23 3. An inter-base transfer assignment will not adversely affect the quit time
24 sequence of the Extra Board for the following day.

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

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

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

3 **SECTION 9 – REPORT OPERATORS**

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

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

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

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

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

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

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

23 H. Except as otherwise provided in this AGREEMENT, all time served on report
24 shall be paid. Any Operator required to report shall receive a minimum of two and one-half hours
25 pay. However, an Operator serving on report shall be considered on report, regardless of assignment,
26 until released. Two and one-half hours shall be paid when released from report and assigned work
27 starting more than two and one-half hours after reporting. At the completion of an assignment, an
28 Operator may be released or assigned to further duties. If report time and tripper time are

1 consecutive, report time will be used to make up the tripper guarantee. Report time will stop at the
2 beginning of pay time.

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

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

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

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

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

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

27 O. Should an Operator who has picked a regular report, and another Operator who has
28 a non-regular report share the same initial report time, the Operator who must be off earliest will be

1 first up. If both Operators must be off at the same time, the Operator with the regular report will have
2 first right of refusal for the assignment. Should two or more Extra Board Operators have the same
3 initial report time, the most senior Operator will have first right of refusal on an available assignment.

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

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

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

16 **SECTION 10 – OVERTIME**

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

21 B. Any FTO working a regular run on his/her RDO shall be paid for eight hours at the
22 overtime rate or for actual overtime hours worked, whichever is greater. An FTO who works two
23 separate and complete runs on the same day will be paid such guarantee for each run. An FTO
24 assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed a minimum for
25 the day of two hours and forty minutes pay at the overtime rate.

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

28 D. If overtime is available it shall be assigned by seniority with the greatest pay time

1 first, according to the following sequence. For the purpose of this Paragraph, a System Board
2 Operator will be considered an Extra Board Operator at the base s/he is currently assigned:

3 1. Extra Board Operators on regular workday, within spread.

4 2. Extra Board Operators and Report Operators on an RDO.

5 3. Regular Operators on regular workday.

6 4. Regular Operators on an RDO.

7 5. Extra Board Operators on regular workday voluntarily exceeding their
8 spread time, except as provided in Section 3, Paragraph S.

9 6. Extra Board Operators on regular workday and Report Operators who have
10 reverted to their positions on the Extra Board, forced in inverse order of seniority.

11 E. No FTO shall be required to work on his/her RDO. No Regular Operator shall be
12 assigned overtime work unless s/he volunteers for such work.

13 F. Any FTO volunteering for overtime shall be required to work the overtime
14 assigned.

15 G. An Extra or System Board 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 Operators who remove overtime availability may be assigned overtime only in accordance with
18 Paragraph D.6.

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

22 I. Any FTO, having completed a scheduled run of less than eight hours, who is used
23 for any purpose whatsoever, not in connection with his/her completed run, shall be paid his/her eight
24 hours and shall be paid at the overtime rate for all additional time worked. This shall apply also to
25 time worked due to failure of a road relief or to additional work assigned by a Supervisor. Such time
26 will not reduce the spread pay of the run.

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

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

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

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

11 4. An FTO who has picked an overtime tripper will be assigned that tripper on
12 the day(s) picked unless excused.

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

14 K. METRO will maintain a minimum percentage of FTO overtime of at least 10.5%,
15 as measured on an annual basis. The annual percentage will be calculated by dividing total regular
16 overtime hours worked by total regular hours worked and reported to the UNION at the end of each
17 payroll year. Should METRO fail to maintain the specified percentage, the PARTIES will meet to
18 discuss an immediate remedy. Should the PARTIES fail to agree on a remedy, METRO will,
19 beginning with the Summer shake-up, reinstate the language in Articles 16.4.F.3 and 15.8.F.8 of the
20 labor agreement which expired on October 31, 2010.

21 **SECTION 11 – SPECIAL ALLOWANCES**

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

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

24 If an Operator is required to fill out a separate report by the State of Washington or a local police
25 department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer approves
26 the first accident report and the Operator is called in to fill out an additional report other than those
27 for the State of Washington or local police departments, an additional 30 minutes straight-time pay
28 shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid

1 for the first report of each accident involving a collision with another vehicle in which both vehicles
2 are moving or in any collision with a pedestrian.

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

- 6 1. Incident reports, except those involving Operator assaults – 10 minutes.
- 7 2. Incident reports involving Operator assaults – 20 minutes.
- 8 3. Bus Vandalism reports – 5 minutes.
- 9 4. Found tags – 5 minutes.
- 10 5. Operator Request slips – 5 minutes.
- 11 6. Safety reports, when requested by a supervisor – 5 minutes.
- 12 7. Service reports, when requested by a supervisor – 5 minutes.

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

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

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

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

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

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

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

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

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

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

12 **SECTION 12 – QUALIFICATION**

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

23 B. An Extra Board Operator must be qualified on six major routes by the effective
24 date of shake-up and on all major routes at his/her picked base within 30 days after the effective date
25 of the shake-up. A System Board Operator must be qualified on three major routes, determined by
26 METRO, at each picked base by the effective date of shake-up and on all other major routes, within
27 60 days after the effective date of the shake-up. A "major route" shall mean a route or route group
28 which has at least 40 hours per weekday of scheduled platform time at a specific base. After being

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

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

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

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

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

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

1 out of sequence to qualify.

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

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

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

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

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

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

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

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

24 **SECTION 13 – UNIFORMS**

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

28 B. A uniform allowance of twelve times the top step Transit Operator wage rate on

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

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

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

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

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

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

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

21 ***SECTION 1 – DEFINITION OF EMPLOYEES***

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

26 ***SECTION 2 – SPECIAL CONDITIONS***

27 A. METRO shall offer all new FTO positions to qualified PTOs, provided there are
 28 sufficient qualified applicants. Seniority shall determine the order of selection, provided the PTO's

1 most recent twelve-month work record does not exceed METRO's probationary standards for PTOs,
2 with the exception that a minor infraction that does not result in discipline as defined in this
3 AGREEMENT will not be used in determining the PTO's qualification. PTOs with less than one
4 year of service will be evaluated on a pro-rated probationary standard. A major infraction within the
5 24 months preceding the offer may result in disqualification.

6 **B.** METRO reserves the right to rehire former METRO FTOs to vacant FTO positions
7 independent of the formal FTO recruitment process.

8 **C.** Should the guarantee described in Paragraph A result in failure to meet METRO's
9 Affirmative Action objectives, the UNION agrees to meet and negotiate appropriate adjustments to
10 the guarantee.

11 **D.** METRO will determine the standards to be met by FTO trainees. An Operator
12 who fails to meet such standards will be returned to the PTO position.

13 **E.** An Operator who retires and is rehired as a PTO within one year of his/her
14 retirement will not be required to serve a probationary period. However, any retired Operator not
15 meeting rehire standards may, at METRO's discretion, be rehired and required to serve a probationary
16 period.

17 **SECTION 3 – GENERAL CONDITIONS**

18 **A.** The provisions of Article 15, Section 3, Paragraphs A, B, C, D, G, H, I, J, K, L, M,
19 N, Q, S and T shall also apply to PTOs.

20 **B.** Each day at each base, METRO guarantees that for every 55 PTOs normally
21 scheduled to work, rounded to the nearest 55, one PTO shall be excused from his/her assignment.
22 However, the guarantee shall be at least two each day for any base with PTOs. These guarantees shall
23 not apply in cases of extreme emergency. A PTO granted time off via the day off book may request
24 payment from his/her available vacation balance.

25 **SECTION 4 – WORK ASSIGNMENTS**

26 **A.** A new PTO will be given a specific assignment by METRO until the next shake-
27 up.

28 **B.** No PTO will be allowed to work on Saturday or Sunday. A PTO will work on a

1 holiday only when his/her picked tripper is scheduled to be in service. On Sunday-schedule holidays,
2 a PTO will be limited to working his/her picked tripper only. Each PTO must be scheduled off work
3 by 8:30 p.m. and will not be allowed to work an assignment that starts prior to 3:45 a.m. PTOs may
4 work outside the hours and days specified in this Paragraph only for non-driving work assignments
5 such as assigned training and route qualification or as provided in Paragraph C.3 or C.4.

6 C. PTOs shall not work runs, portions of runs, reports, specials, standbys, or extras
7 except as otherwise provided in this section.

8 1. To avoid a cancellation of service, a PTO's assignment may be, with the
9 PTO's consent, traded with an assignment on the dispatching call record which has been left vacant
10 by a PTO, provided the sign-in time of such assignment is within 60 minutes of the sign-in time of
11 the PTO's scheduled assignment for that day. Such Operator will be paid for time worked or his/her
12 scheduled assignment, whichever is greater.

13 2. On the day of service, with METRO's approval, two PTOs may trade
14 assignments. Such PTOs will be paid for actual time worked, or minimum assignment guarantee.
15 Each such PTO will be limited to one trade per pay period.

16 3. Weekday trippers, specials, standbys or extras on the dispatching call record
17 remaining open within 90 minutes of the sign-in time of the assignment may be offered to qualified
18 PTO's, if there are no qualified FTO's available to work the assignment. METRO will maintain a
19 list, at each base, of FTOs available to work open assignments on the dispatching call record.
20 METRO will make reasonable efforts to exhaust the list before assigning available work to PTOs.

21 4. If surplus weekend specials and/or extras remain after all FTO regular and
22 overtime sequences identified in Article 15.8 and 15.10.D have been completed, they may be offered
23 to qualified PTO's.

24 D. METRO may combine a.m. and p.m. trippers to make one "dual tripper assignment
25 (DTA)". These assignments may be made available at each pick to PTOs for selection by seniority,
26 subject to the following conditions:

27 1. DTAs must:

28 a. Not exceed six hours and forty minutes in total pay time including

1 report and travel time.

2 b. Contain no more than one split.

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

4 2. A PTO who picks a DTA will be guaranteed a minimum of four hours and
5 forty minutes straight-time pay for each set of a.m. and p.m. trippers worked.

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

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

9 The conditions of this Paragraph will not be construed as full utilization of PTOs.

10 E. METRO will create no fewer than 220 PTO assignments which pay at least four
11 hours.

12 F. A PTO may request to be added to, or removed from, the Additional Tripper List
13 (ATL) at each pick or prior to 10:00 a.m. on Friday to be effective on Monday. Once on the ATL, the
14 PTO shall be available to work during the times s/he has listed and on any routes on which s/he is
15 qualified at the time of the assignment subject to the following conditions:

16 1. Assignment of work to the ATL will be in accordance with the provisions
17 of Article 15, Section 8, Paragraph F.8.

18 2. Each PTO's assignment shall be within a 13-hour spread, unless s/he
19 requests a shorter or longer spread. No PTO's assignment shall exceed a 16-hour spread.

20 3. PTOs shall be assigned additional trippers by seniority. A PTO may work
21 additional trippers only at the base s/he picks and shall receive no more than one ATL assignment per
22 day.

23 4. A PTO may be assigned to work halves of combos, specials and shake-up
24 reliefs after the work has been assigned to available FTOs in accordance with Article 15, Section 8,
25 Paragraph F.8. Such work will be assigned first to Full-Time Extra Board Operators, then via the
26 FTO overtime assignment sequence. Any remaining unassigned work may be assigned to the ATL.

27 5. If work is assigned out of normal rotation, the PTO who should have
28 received the assignment will receive pay equal to the difference in the amount of pay s/he would have

1 received had s/he worked the appropriate tripper, or pay for the assignment actually worked,
2 whichever is greater.

3 G. When a PTO's assignment has been modified temporarily due to a custom bus or
4 school change such that the custom bus or school trip(s) is no longer contiguous with the rest of the
5 assignment, such PTO will have the option of working the modified assignment or working his/her
6 reduced regular assignment.

7 H. If the start time and/or quit time of any assignment picked by a PTO is changed for
8 the remainder of the shake-up or the assignment is cancelled for the remainder of the shake-up, the
9 pay of the picked assignment will be guaranteed for the remainder of the shake-up. This guarantee
10 shall be cancelled if the PTO refuses an alternate assignment offered by METRO. If, due to a verified
11 personal hours restriction, a PTO cannot accept an alternate assignment offered by METRO the
12 guarantee shall remain intact.

13 **SECTION 5 – OPERATOR PICKS**

14 A. In conjunction with the FTO picks, PTOs will have two system-wide picks, at least
15 22 weeks apart. An additional system-wide pick will occur at this time to take effect during June.
16 METRO shall administer the Part-Time pick. METRO will use a maximum of two First Line
17 Supervisors for each of the Full-Time and Part-Time picks; the remainder of the staffing will be with
18 Operators and Operations administrative staff.

19 B. Before the last assignment which fits a PTO's am/pm restriction is picked, the PTO
20 will be placed on that assignment, regardless of seniority. The UNION shall determine the validity of
21 restriction requests.

22 C. A PTO who wishes to select a work assignment may report to the pick 20 minutes
23 before his/her pick time, receive instructions, and use this time to examine available work
24 assignments. A PTO shall not be compensated for time spent in the selection process, unless it is
25 during his/her regular work hours.

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

27 E. A PTO, who is unable to attend the pick, may leave an absentee pick form with the
28 UNION indicating his/her work preferences. Failure to do so will result in the UNION representative

1 selecting an assignment comparable, in start time, quit time, and base, to the assignment last selected
2 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

3 F. Each PTO must pick an assignment which is compatible with any existing medical
4 restrictions s/he has on file with METRO.

5 **SECTION 6 – MOVE-UPS**

6 A. Once per shake-up, the UNION will organize and conduct a PTO move-up at each
7 base. Additional move-ups may be conducted by mutual agreement.

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

10 C. A PTO may not select work out of another base, except as mutually agreed by the
11 PARTIES.

12 D. An assignment selected at a move-up via absentee pick will not be subject to the
13 grievance/arbitration procedure.

14 E. Available work, as determined by METRO, will be posted at least five days prior
15 to the move-up. No changes to the work will be made within the five days prior to the move-up date,
16 unless mutually agreed by the PARTIES.

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

18 A. PTOs shall be subject to the vacation rights and responsibilities outlined in Article
19 9. Each PTO who has completed twelve months of service shall be guaranteed an annual leave of
20 absence of up to five days. Any PTO who has previously retired from METRO will be eligible to
21 pick an annual leave of absence of up to ten days.

22 B. A PTO who accrued vacation hours in the prior payroll year may select five-day
23 (Monday – Friday) blocks of vacation at pick. Vacation selections shall be for only one shake-up at a
24 time. A request for a five-day block of vacation/leave submitted between picks must be submitted at
25 least 14 days prior to the starting date.

26 C. A PTO granted time off via the day off book or approved single-day compassionate
27 leave may request payment from his/her available vacation balance.

1 **D.** The minimum number of vacation days that a PTO may take will depend on the
 2 Employee's total years of METRO service, as follows:

3 Years of METRO service	4 Minimum Number of Days
5 1 - 4	10
6 5 - 9	15
7 10 - 14	20
8 15 - 19	25
9 20+	30

10
 11 1. For each day of vacation taken, the amount of vacation time paid will equal
 12 the length of the PTO's regular assignment for that day, provided there are sufficient hours in the
 13 PTO's vacation balance to cover the vacation.

14 2. If a PTO's vacation accrual is not sufficient to cover the minimum number
 15 of days, the PTO may elect to take fewer vacation weeks, or take the minimum days of vacation,
 16 being paid the full amount of his/her available vacation balance and taking the remaining time as
 17 approved unpaid leave.

18 **E.** Vacation will be paid at the PTO's current rate at the time vacation is taken. It is
 19 the PTO's responsibility to bring discrepancies in accruals to the attention of a base chief.

20 **F.** If a PTO has unused vacation at the end of the payroll year, the PTO may elect to
 21 cash out part or all of the unused hours. If the PTO elects to cash out less than the full number of
 22 unused hours, the number of hours cashed out must be in one-hour increments.

23 **G.** Separate blocks of a.m. and p.m. vacation periods will be available for pick at each
 24 base. The number of periods available will be no less than 10% of the number of opposite (a.m. or
 25 p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m.
 26 and two p.m. vacation blocks shall be made available at each base. When a PTO whose assignment is
 27 a DTA picks vacation, s/he uses both an a.m. and a p.m. guaranteed period.

28 **H.** Vacation/leave trippers will be posted for pick twelve days prior to the start date.

1 PTOs will be assigned to vacation/leave work by a rotating seniority bid system. Bids for
2 vacation/leave work must be submitted at least seven days prior to the vacation/leave start date. The
3 most senior PTO applying for the vacation relief, who has driven the least number of vacation reliefs
4 for the current shake-up, will be assigned. It is the responsibility of the picking PTO to be qualified
5 on any tripper assigned. Once a relief PTO is assigned, a vacation/leave may not be changed or
6 cancelled. In instances where two or more periods of vacation/leave are taken consecutively, each
7 week will be assigned separately.

8 I. When no PTO is available and assigned to guaranteed vacation work at least five
9 days prior to the first day of the vacation, the work will be assigned according to the normal
10 assignment sequence as specified in Article 15, Section 8, Paragraph F.8. When no PTO is available
11 and assigned to non-guaranteed vacation or annual leave work at least five days prior to the first day
12 of the leave, the vacation/leave may be postponed by METRO until such time as a PTO is available.

13 J. When a PTO's picked tripper does not operate for a week, s/he may pick one
14 vacation relief tripper as part of the normal rotating seniority bid system. When one or both picked
15 trippers of a PTO's DTA does not operate for a week, s/he may pick one vacation relief tripper as part
16 of the normal rotating seniority bid system.

17 **SECTION 8 – OVERTIME**

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

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

23 **SECTION 9 – SPECIAL ALLOWANCES**

24 A. The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also
25 apply to PTOs.

26 B. Thirty minutes straight-time pay shall be paid to PTOs for each day spent
27 instructing a student.

1 **SECTION 10 – QUALIFICATION**

2 A. The provisions of Article 15, Section 12, Paragraphs A, D, E, J and L, shall also
3 apply to PTOs.

4 B. PTOs who require route, equipment, coach, and/or tunnel qualification or other
5 training as a result of a PTO pick or move-up must arrange to qualify before the effective date of the
6 assignment and will be paid at the applicable rate of pay. For a move-up, METRO will determine the
7 number of equipment/facility qualification slots available. When all slots are filled, a PTO not
8 qualified on such equipment/facility may not move to an assignment that requires such qualification.

9 C. A PTO required by METRO to change trippers will be paid to qualify at the
10 applicable rate. A PTO qualifying on his/her picked work on an assigned vacation/annual leave relief
11 assignment will be paid at the applicable rate. METRO will determine the qualification requirements.

12 D. PTOs will be paid at the applicable rate to qualify in order to work the ATL subject
13 to the following:

14 1. A PTO will be paid to qualify only on routes that can be assigned within
15 his/her ATL availability.

16 2. A PTO must be available for such routes on the ATL three or more days per
17 week in order to receive qualification pay.

18 3. A PTO will be paid only for qualifying on a route if s/he is qualified on the
19 equipment/facility necessary to operate that route.

20 E. A PTO who fails to qualify on his/her picked assignment or equipment will be
21 placed on an assignment mutually agreed by the PARTIES, to be consistent with his/her seniority,
22 until the next shake-up.

23 **SECTION 11 – UNIFORMS**

24 PTOs shall receive the same uniform allowance and be subject to the same conditions as
25 FTOs as described in Article 15, Section 13.

26 **SECTION 12 – VASHON ISLAND SERVICE**

27 A. “Vashon Operators” consist of the PTO who was hired to operate Vashon Island
28 service prior to January 1, 1990, and those PTOs who pick Vashon Island assignments.

1 1. The PTO hired prior to January 1, 1990, to operate Vashon assignments is
2 grandfathered onto Vashon assignments and will not be bumped from Vashon assignments due to his
3 seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will forfeit
4 all rights to grandfathered status.

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

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

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

11 5. Restrictions in this AGREEMENT on spread, start and quit times, vacation
12 relief and ATL limits do not apply to Vashon work assignments.

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

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

17 8. Vashon Operators will be allowed to call by phone to have their name
18 placed in the day off book and/or personal holiday book.

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

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

26 **D.** Operators who live on Vashon Island may sign up for the Vashon ATL. All ATL
27 assignments will be offered first to Vashon Operators, by rotation, and then to PTOs on the Vashon
28 ATL, by rotation.

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

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

8 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

9 ***SECTION 1 – DEFINITION OF EMPLOYEES***

10 “Vehicle Maintenance Employees” shall mean all Employees in the following job
 11 classifications:

- 12 • Assistant Utility Service Worker
- 13 • Electronic Technician
- 14 • Equipment Dispatcher
- 15 • Equipment Painter
- 16 • Equipment Service Worker – Stores Driver
- 17 • Equipment Service Worker
- 18 • Lead Electronic Technician
- 19 • Lead Equipment Painter
- 20 • Lead Equipment Service Worker
- 21 • Lead Maintenance Machinist
- 22 • Lead Mechanic
- 23 • Lead Sheet Metal Worker
- 24 • Lead Transit Parts Specialist
- 25 • Lead Purchasing Specialist
- 26 • Lead Vehicle Upholsterer
- 27 • Maintenance Machinist
- 28 • Mechanic

- 1 • Mechanic Apprentice
- 2 • Metal Constructor
- 3 • Millwright
- 4 • Paint Preparation Technician
- 5 • Purchasing Specialist
- 6 • Purchasing Specialist-NRV
- 7 • Senior Stores Clerk
- 8 • Sheet Metal Worker
- 9 • Transit Parts Specialist
- 10 • Utility Service Worker
- 11 • Vehicle Damage Estimator
- 12 • VM Technical Information Process Specialist III
- 13 • VM Technical Information Process Specialist III - Stores
- 14 • Vehicle Upholsterer

15 **SECTION 2 – GENERAL CONDITIONS**

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

18 B. Prior to installing electronic time clocks in the Vehicle Maintenance workplace,
19 METRO will notify the UNION and discharge any bargaining obligation that is mandated by law.

20 C. METRO wreckers and shop trucks shall carry an additional Mechanic when
21 necessary for trouble calls. For safety purposes, an Employee cannot be required to go out in a
22 wrecker unassisted.

23 D. A Utility Service Worker (USW) who agrees to drive a vehicle in the performance
24 of his/her fundamental duties, who acquires a Washington state Class B CDL, and who successfully
25 completes METRO's driver training, will have an additional \$1.00 per hour added to his/her base
26 USW wage rate for all hours worked. Such Employee also will be subject to METRO's Accident
27 Point System and federally mandated random drug/alcohol tests. A USW who is earning a \$.70
28 premium as of November 1, 2004, and who fails to get a CDL will continue to be paid the \$.70

1 premium as long as s/he continues in that classification. A USW who fails to maintain his/her CDL
2 shall lose his/her premium pay.

3 E. METRO will endeavor to schedule changes to chief and Lead work assignments to
4 coincide with the pick posting. If there is chief or Lead personnel movement that does not coincide
5 with the pick posting, the PARTIES will meet to discuss the need for a shake-up or move-up.

6 F. In addition to the conditions listed in Article 6, Section 3, METRO shall post all
7 opportunities for Vehicle Maintenance detail/special projects, In-Plant Bus Inspectors and any long-
8 term upgrade opportunities for a minimum of ten days and provide the UNION with copies of all
9 postings. If more than one person is needed for the special assignment, those wishing to apply who
10 meet all qualifications of METRO will be placed in a pool, in seniority order, and be rotated through
11 the position. The posting obligation shall be triggered when the facts and circumstances indicate that
12 a vacancy will be filled for 60 days or longer by detail or temporary appointment. In the interim,
13 METRO may fill the work consistent with this AGREEMENT, until the Employee is selected from
14 the posting process.

15 **SECTION 3 – WORK ASSIGNMENTS**

16 A. The workweek shall consist of five consecutive days, except when an Employee's
17 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
18 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
19 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
20 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
21 Article 13.

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

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

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

27 E. Should it become necessary to alter a shift during a shake-up and such alteration
28 imposes a serious hardship on an Employee, or should an Employee have a serious hardship or

1 request for accommodation, which requires an alteration in the start or quit times of a shift, such
2 Employee may request that METRO consider their request. METRO will then contact the UNION to
3 review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of
4 the PARTIES.

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

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

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

15 1. If a vacancy/assignment occurs, METRO may fill the vacancy/assignment
16 by offering the assignment in seniority order to a volunteer at the base from a different shift, then to a
17 volunteer from another base. METRO will post a volunteer sign-up list at the beginning of each
18 shake-up to be used for the assignment of volunteers.

19 2. If no volunteer is available, METRO will assign the work to a rover in
20 accordance with the language in this Section.

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

23 B. METRO will identify rover positions by classification. The maximum number of
24 rover positions for any classification is one rover position for each base. When not filling a rover
25 assignment, the RDOs for all rover pick positions will be Saturday and Sunday, as identified on the
26 pick sheets. METRO is limited to one rover in the classifications of 35 Employees or less.

27 C. These rovers will be used by the immediate supervisor to the best advantage of
28 METRO. METRO retains the right to change the assignment of any rover to any combination of

1 base, shift, or RDO.

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

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

8 F. METRO will provide a minimum of 48 hours advance notice prior to any change in
9 assignment for any rover, except for rovers in the Stores section.

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

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

15 **SECTION 5 – LEAD EMPLOYEES**

16 A. When a permanent vacancy occurs within a Lead classification, the position shall
17 be filled by a recruitment. Applicants shall be current Employees in the classification being led and
18 must have, as of the last day applications are accepted, a minimum of two years experience in that
19 classification at METRO.

20 B. Lead Employees shall be selected on the basis of ability, training, education,
21 experience, and job performance as determined by appropriate testing procedures and/or evaluations
22 which will be developed with input from the Leads and the UNION. Among Employees determined
23 to be equally qualified by METRO, seniority shall be the deciding factor.

24 C. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
25 premium above the top step of the existing wage rate and any shift differential of the classification for
26 which s/he serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift
27 differential, plus 10%.

28 D. Lead Employees have the responsibility of coordinating the work of the Employees

1 to whom they are assigned to provide lead direction. Lead Employees assign job tasks and direct
2 Employees' efforts to ensure that work gets done effectively while treating all Employees with
3 respect and in a fair and consistent manner. A Vehicle Maintenance Lead shall be considered a
4 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
5 of the classification s/he is leading.

6 E. No Lead Employee will discipline (as defined in Article 4, Section 2, Paragraph A)
7 other Employees or perform formal Employee evaluations. No Employee acting as or upgraded to
8 chief shall issue discipline to other Employees or perform formal evaluations.

9 F. For overtime and holiday work assignments: When performing the regular work of
10 the classification that s/he is leading, the Lead of that specific classification will be offered the
11 assignment only after all the other Employees in that classification (by base, by shift, by seniority)
12 have been asked first.

13 G. A Lead Employee may resign his/her Lead position at any time. The Employee
14 will remain in the position until METRO is able to replace him/her, generally with a regular
15 appointment.

16 ***SECTION 6 -- PICKS AND MOVE-UPS***

17 A. Three times each year except at NRV, when a facility opens or closes, or when
18 METRO schedules a system-wide pick, the number of Employees required on each shift at each base
19 shall be posted. Two picks will coincide with Operators' Spring and Fall picks and the third pick will
20 be in June. NRV positions for Mechanic, Lead Mechanic, and Transit Parts Specialist will be picked
21 once each year at the first pick of each year.

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

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

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

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

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

15 E. UNION representatives for Vehicle Maintenance will be present and facilitate the
16 pick.

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

24 G. When METRO determines that an Employee will be unavailable for work for an
25 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer for Vehicle
26 Maintenance will be notified prior to the pick process. If such Employee returns to work during a
27 shake-up, s/he may return to his/her previous picked position, if such still exists, or to a position as
28 close as possible to the assignment s/he was working previously. METRO and the Employee may

1 mutually agree to a different assignment, and the UNION will be notified.

2 H. Any Employee covered by this Article, who picks a position in which s/he does not
3 properly perform may be placed on any available shift at any base until the next shake-up by his/her
4 unit supervisor.

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

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

15 **SECTION 7 – VACATION SELECTION**

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

18 B. The number of Employees on vacation at any one time shall be regulated by
19 METRO, except that the number of Mechanic vacation positions allowed will be 10% of the
20 classification per each vacation period. This number will be determined at the time of the annual
21 vacation pick.

22 C. Vacations may be selected in blocks (defined as 5 consecutive workdays for 8-hour
23 shifts and 4 consecutive workdays for 10-hour shifts), as described more fully below.

24 D. If at the time of vacation pick an Employee's vacation leave accrual is not evenly
25 divisible into full week 40-hour blocks, an Employee may elect to pick a full week 40-hour block or
26 an additional such block when the remainder of the Employee's accrued leave, including vacation and
27 Personal Holiday rollover, is equal to or greater than 24 hours at the time of the pick. This provision
28 also applies to newly hired or rehired Employees if they have not yet accumulated 40 hours of

1 vacation leave.

2 E. In order to use the blocks, an Employee must have the time available at the time
3 the vacation is to be used. That time can be in the form of vacation leave, AC time, or Personal
4 Holiday. An Employee who has otherwise used his/her leave time prior to the dates picked for
5 vacation shall not be permitted to use any time chosen for which s/he does not have available leave.
6 An Employee will not be allowed leave without pay (LWOP) to cover for days s/he selected but for
7 which s/he does not have the accruals available on the day requested, except with the express written
8 consent of METRO in accordance with Article 10, Section 1 of this AGREEMENT. If such written
9 consent is not granted, the Employee will be expected to be at work on his/her normal shift.

10 F. The selection of vacations by Vehicle Maintenance Employees shall be extended
11 over the entire calendar year. An Employee who takes his/her vacation in two or more blocks shall
12 select the second block of his/her vacation after all Employees in his/her classification have made
13 their first selection; his/her third selection after all Employees in his/her classification have made their
14 second selection; etc., until all blocks of the vacation have been selected. Picked vacation blocks will
15 begin or end with the Employees' regular day off (RDO).

16 G. A Vehicle Maintenance Employee may otherwise use vacation in increments of
17 one or more hours, provided he/she has vacation available and subject to advance approval by his/her
18 supervisor.

19 **SECTION 8 – OVERTIME**

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

23 B. An overtime assignment of four hours or less shall be offered within a base, shift
24 and job classification, by seniority to qualified Employees who are working the shift preceding or
25 succeeding the shift where the work is to be performed.

26 C. An overtime assignment of more than four hours shall be offered within a base,
27 shift and job classification, by seniority, to qualified Employees (including Lead and Apprentice
28 Employees in accordance with Section 5, Paragraph F and Section 8, Paragraph M), including

1 Employees on an RDO before it is split into smaller pieces.

2 D. With at least two-hour notice to an Employee, METRO may cancel an overtime
3 assignment in its entirety.

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

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

13 G. An Employee who does not want to be offered overtime opportunities on his/her
14 RDOs preceding or succeeding any paid time off or holidays must provide written notice to his/her
15 immediate supervisor. This provision does not apply to forced overtime. An Employee shall not be
16 eligible to work overtime on RDOs between his/her consecutive vacation blocks.

17 H. Mechanics who have picked CSC workgroups as identified on the pick, will be
18 offered overtime by shift, by seniority, within the following two workgroups:

19 Rebuild - Mechanical

20 Rebuild - Electrical

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

24 I. 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 shall be paid with no
26 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
27 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
28 shift overtime rate of pay.

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

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

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

11 M. An Apprentice will be offered an overtime or holiday work assignment (by base,
 12 by shift, by seniority) only after Employees and Leads in that classification have been asked first.
 13 Apprentices will not be subject to inverse seniority to fill work assignments for overtime or on
 14 holidays.

15 **SECTION 9 – SHIFT DIFFERENTIAL**

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

19 **SECTION 10 – SPECIAL BENEFITS**

20 A. A tool allowance shall be provided annually, on Employees' regular paychecks, not
 21 later than March of each year, to Employees permanently assigned as of January 1st the same year to
 22 the classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic
 23 Apprentice, Metal Constructor, Millwright, Sheet Metal Worker, Vehicle Upholsterer, and to Leads
 24 in those classifications. The amounts shall be as follows:

Year	Allowance
2014	\$826
2015	\$826
2016	\$826

1 METRO agrees to provide those tools necessary to perform all mechanical work assigned to
2 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
3 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives
4 under its tool contracts, in accordance with procedures established by METRO. Tools purchased
5 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be
6 purchased for an Employee's personal use. Tools purchased or replaced using the tool
7 allowance/discount shall be the personal property of the Employee.

8 B. METRO shall provide tool insurance to those Employees who receive an annual
9 tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
10 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
11 report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO
12 property. Each Employee shall have on file with his/her immediate supervisor an up-to-date
13 inventory of tools designating the type, size and manufacturer. Photographs will be accepted.
14 METRO shall have the right to inspect the inventory of tools. However, an Employee shall be
15 allowed three days after the inspection to locate any tools which s/he claims are missing.

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

18 D. Any Employee who is required to work in inclement weather or hazardous areas
19 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
20 to, a rainset, hat, and boots. Each Employee is required to wear footgear approved by METRO. Each
21 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair
22 of boots and cushioned inserts identified on the METRO voucher at time of purchase). The
23 maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in
24 Paragraph E.

25 E. METRO shall provide and maintain necessary safety clothing, uniforms and
26 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

27 F. When an Employee is informed during his/her regular shift that overtime in excess
28 of two hours beyond the end of the regular shift will be required, or when an Employee is called at

1 home to perform work commencing in excess of two hours before his/her shift, METRO will provide
2 a 30-minute unpaid meal period or a 15-minute paid break, upon request, at the Employees'
3 preference.

4 **G.** Except where modified by historical practice, duties traditionally performed by the
5 Employees in the job classifications listed in Section 1, will be performed only by Employees
6 working in those classifications.

7 **H.** Vehicle Maintenance Employees may use the ten minutes prior to the end of their
8 workday for personal clean-up.

9 **I.** When upgraded to a higher paid classification, an Employee shall be paid at the
10 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
11 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
12 upgraded.

13 **J.** METRO will provide a secure area at each work location for UNION-related
14 materials accessible to all UNION representatives at that location.

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 the

1 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 immediate supervisor.

25 B. If the training session is cancelled, the Employee will be required to return to
26 his/her base to complete his/her shift or request paid time off for the remainder of the day.

27 C. If a training that is not during the Employee's normally picked shift is cancelled,
28 the Employee shall not suffer loss of pay.

1 **SECTION 14 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

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

7 A. Issues or problems of METRO policies which affect the Employees and which
8 either party requests be placed on the agenda.

9 B. Issues or problems of contract administration, other than formal grievances which
10 are being processed, unless mutually agreed by both PARTIES.

11 C. Other matters of mutual concern.

12 **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

13 **SECTION 1 – DEFINITION OF EMPLOYEES**

14 “Facilities Maintenance Employees” shall mean all Employees in the following job
15 classifications, and their respective lead positions where applicable:

- 16 • Building Operating Engineer
- 17 • Carpenter
- 18 • Equipment Operator
- 19 • Facilities Maintenance Trainee
- 20 • Facilities Maintenance Worker
- 21 • Grounds Specialist
- 22 • Lead Building Operating Engineer
- 23 • Lead Carpenter
- 24 • Lead Grounds Specialist
- 25 • Lead Maintenance Constructor
- 26 • Lead Maintenance Painter
- 27 • Lead Maintenance Signage Specialist
- 28 • Lead Transit Custodian

- 1 • Lead Transit Radio and Communication Systems Specialist
- 2 • Lead Utility Laborer
- 3 • Maintenance Constructor
- 4 • Maintenance Painter
- 5 • Maintenance Signage Specialist
- 6 • Purchasing Specialist
- 7 • Transit Custodian I
- 8 • Transit Custodian II
- 9 • Transit Electronic Communications Technician
- 10 • Transit Radio and Communication Systems Specialist
- 11 • Utility Laborer

12 ***SECTION 2 – GENERAL CONDITIONS***

13 If the UNION wishes to discuss concerns about the movement of a chief that does not
 14 coincide with the pick posting, the PARTIES will discuss whether there is a need for a shake-up or
 15 move-up.

16 ***SECTION 3 – SUBCONTRACTING***

17 A. METRO shall not subcontract work historically performed by members of the
 18 UNION, except that METRO may contract the maintenance of up to ten park-and-ride lots during the
 19 term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and
 20 other work that does not require power tools except weed eaters.

21 B. Prior to each shakeup, PARTIES representatives will establish, by mutual
 22 agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

23 C. METRO may make assignments with unpaid volunteers or unpaid community
 24 groups to clean or otherwise maintain METRO shelters and park-and-ride lots.

25 ***SECTION 4 – CAREER PATHS – PERMANENT APPOINTMENTS***

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

28 B. Vacancies in the Transit Custodian II classification will be filled by Transit

1 Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer
2 the position to Maintenance Workers by qualifications.

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

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

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

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

12 **SECTION 5 – WORK ASSIGNMENTS**

13 A. The workweek shall consist of five consecutive days, except when an Employee's
14 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
15 workday. Each shift will be completed within a continuous eight and one-half hour period and will
16 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who
17 pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions in
18 Article 13.

19 B. If it becomes necessary to alter a shift, and such alteration imposes a serious
20 hardship on the Employee, such Employee may request that the PARTIES review the matter.

21 C. For the purposes of the pick and subsequent work assignments, the graveyard shift
22 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
23 third.

24 D. The term "complex", as used in this Article, shall mean a group of specific
25 worksites within a defined geographical area, as described in Exhibit C, except as modified by the
26 Facilities Labor-Management Relations Committee.

27 E. For holiday work assignments, METRO will determine the staffing needs for each
28 shift. After METRO determines how many Employees in each classification shall be required to

1 work, holiday assignments shall be offered consistent with the overtime language in Section 10.

2 F. Assignment of specific duties on any shift shall be at the sole discretion of
3 METRO.

4 G. 48-hours written notice or other official notification shall be given to any
5 Employee regarding any shift changes made due to backfilling or vacancies.

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

7 **SECTION 6 – UPGRADES**

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

13 B. Upgrades to classifications above Signage Specialist will be based on
14 qualifications, as determined by METRO.

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

17 1. For positions lasting less than 30 days, upgrades shall be offered by
18 worksite, complex and system-wide.

19 2. For positions lasting 30 days or more, upgrades will be offered system-
20 wide.

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

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

26 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
27 step of the wage rate of the classification for which s/he serves as a Lead.

28 1. If METRO determines that a Lead position will be needed for a project or

1 crew which has three or more Employees and/or will last for more than 90 days, and/or when justified
2 by the additional responsibilities and coordination, METRO will assign a regular journey-level Lead
3 instead of a designated Lead.

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

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

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

11 5. No regular Lead will discipline other Employees.

12 **SECTION 7 – DESIGNATED LEADS**

13 A. Each designated Lead in the Facilities Maintenance units shall receive a 10%
14 differential above his/her existing wage rate for his/her classification.

15 B. A designated Lead will be assigned by the immediate supervisor when three or
16 more Employees are assigned to work together as a team without supervision for more than two
17 hours. The senior Employee in the highest paid job classification on the work team shall be assigned
18 the designated Lead responsibility.

19 C. Any Employee who trains a newly hired Employee will receive designated Lead
20 pay.

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

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

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

28 G. No designated Lead will discipline, as defined in Article 4, Section 2, Paragraph A,

1 other Employees or perform Employee evaluations.

2 **H.** Designated Lead Employees have the responsibility of coordinating the work of
3 the Employees to whom they are assigned to provide lead direction. Designated Lead Employees
4 assign job tasks and direct Employees' efforts to ensure that work gets done effectively.

5 **SECTION 8 – REGULAR LEADS**

6 **A.** When a permanent vacancy occurs within a Regular Lead classification, the
7 position will be filled by a recruitment from Employees in the classification being led having a
8 minimum of two years experience in that classification at METRO or Employees with at least two
9 years of similar experience within King County.

10 **B.** Regular Lead Employees shall be selected on the basis of ability, training,
11 education, experience, seniority, and job performance with UNION input, through appropriate testing
12 procedures and/or evaluations.

13 **C.** Each Regular Lead Employee in the Facilities Maintenance Section shall receive a
14 ten percent differential above the top step of the highest wage rate of classification(s) for which s/he
15 serves as a Regular Lead.

16 **D.** Regular Lead workers have the responsibility of coordinating the work of the
17 Employees to whom they are assigned to provide lead direction. Regular Lead workers assign job
18 tasks and direct Employees' efforts to ensure that work gets done effectively. A Regular Lead will be
19 considered a working Lead. In addition to his/her Regular Lead duties, a Regular Lead shall continue
20 to perform the regular work of the classification from which s/he was originally recruited.

21 **E.** No Regular Lead Employee will discipline, as defined in Article 4, Section 2,
22 Paragraph A, other Employees or perform formal Employee evaluations.

23 **F.** For Overtime and Holiday work assignments: When performing the regular work
24 of the classification that s/he is leading, the Regular Lead of that specific classification will be offered
25 the assignment only after Employees in that classification have been asked in each step of the
26 overtime process.

27 **G.** The Shelter Refurb Crew will be assigned a Regular Lead and the Regular Lead
28 will be recruited from the journey-level trades (currently Carpenter and Maintenance Constructor) of

1 this work group. S/he will act as Lead only for employees assigned to the Shelter Refurb Crew.
2 Should the Shelter Refurb Program terminate, the Regular Lead will revert back to his/her original
3 classification and seniority.

4 **SECTION 9 – PICKS AND MOVE-UPS**

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

8 B. If a permanent or long-term vacant position is to be filled, a system-wide move-up
9 in that classification will be permitted. Move-ups will be conducted only when they can be
10 completed 28 days prior to a shake-up.

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

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

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

25 F. METRO will make arrangements for each Employee who is working on a shift to
26 be available to pick his/her assignment a minimum of ten minutes prior to his/her designated pick
27 time.

28 G. An Employee who wishes to select an assignment will report to an appropriate

1 pick location at least ten minutes ahead of his/her pick time to examine available work assignments.
2 No Employee shall be compensated for time spent in the selection process, unless it is during his/her
3 regular work hours.

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

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

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

14 **SECTION 10- VACATION SELECTION**

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

17 B. At the first pick of the calendar year, each Facilities Maintenance Employee, after
18 having first selected a worksite and complex, may select a maximum of five separate blocks of
19 vacation. Each block shall consist of five consecutive workdays. No more than five vacation blocks
20 may be used in any calendar year. Vacation selections shall be made by seniority within a job
21 classification. An Employee who takes his/her vacation in two or more blocks shall select the second
22 block of his/her vacation after all Employees in his/her classification have made their first selection;
23 his/her third selection after all Employees in his/her classification have made their second, etc.
24 METRO shall post a calendar at each worksite with all approved vacation selections indicated.
25 Vacation changes shall not be allowed except in emergencies, as determined by METRO. Picked
26 vacation blocks shall begin and end with the Employee's RDO's.

27 C. Two separate vacation calendars for September 15 through the start of the
28 following March shake-up will be created at the vacation pick. One calendar will contain system-

1 wide guaranteed vacations. The other will contain complex vacation requests. An Employee who
2 has picked a period on the system-wide calendar will be guaranteed his/her vacation regardless of
3 which worksite s/he picks in the fall. Administrative area vacation requests, made at the pick, will be
4 granted, by seniority, as long as no Employee in the same classification who has a system-wide
5 guarantee moves into said administrative area at the fall pick. After the vacation pick, vacation
6 requests will be honored on a first come, first served basis.

7 D. An Employee who does not select vacation at the first pick of the year must request
8 vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved
9 by METRO.

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

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

16 G. An Employee who desires to use unpicked vacation may use single-day increments
17 with the prior approval of his/her immediate supervisor.

18 H. An Employee may use vacation leave in one-hour increments with the approval of
19 his/her immediate supervisor.

20 I. METRO will respond to a written request for any vacation or leave within seven
21 days of receipt.

22 **SECTION 11 – OVERTIME**

23 A. All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the
24 scheduled workday and on an Employee's RDO shall be paid at the overtime rate of one and one-half
25 times the existing straight-time rate of pay for the classification for actual overtime hours worked.

26 B. When unscheduled overtime is requested to complete a special task, the overtime
27 will first be offered to the Employee within the classification responsible for the work. A "special
28 task" shall mean:

- 1 1. non-ordinary circumstances in which the work cannot wait to be completed; or
- 2 2. the work is unreasonable to have anyone but the existing Employee performing
- 3 the work be the one to complete the special task.

4 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
5 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list
6 will be posted on Monday and pulled at noon on Thursday for the following Saturday through Friday
7 overtime period. If Thursday is a Holiday, the list shall be pulled at 4:00 p.m. on Wednesday. An
8 Employee who is not on the overtime list will not be eligible for the planned and scheduled overtime,
9 except in the case of an emergency or if overtime must be assigned in inverse order of seniority.
10 METRO will not call an Employee who is on an authorized leave for overtime, unless it is an extreme
11 emergency.

12 1. Overtime shall be assigned to Employees on the list by seniority in the
13 classification (see Exhibit C).

14 a. Custodians—First to the same shift in the worksite, second to other
15 shifts in the worksite, third to all shifts in the complex, fourth to all shifts system wide.

16 b. Utility Laborers—First to the same shift at the worksite in the same
17 work program, second to other shifts at the worksite in the same work program, third to the whole
18 work program.

19 c. All other classifications—Within the classification, first to the same
20 shift in the same work program, second to other shifts at the worksite in the same work program, third
21 to all shifts in the same work program.

22 Employees must be qualified and reasonably available, which includes the Employee having
23 ten hours off between shifts.

24 2. If the overtime assignment is not filled from the classification, it may be
25 offered, by seniority, to Employees on the list in the next lower job classification(s) before it is
26 offered to Employees on the list in a higher classification at the worksite where the overtime is
27 required, provided the Employee is qualified for the upgrade and reasonably available to do the work,
28 including having ten hours off between shifts.

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

6 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,
7 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
8 overtime rate. An Employee who works overtime before his/her regularly scheduled report time and
9 in conjunction with his/her regular shift will be paid for actual hours worked. If a Facilities
10 Maintenance Employee can correct the situation without having to report to the worksite, they will be
11 guaranteed two hours of pay at the overtime rate. A Facilities Maintenance Employee who is
12 required to be on standby on his/her RDO, including holidays, will receive four hours of standby pay
13 at his/her overtime rate for each set of RDOs, including holidays, or on a holiday not connected to
14 his/her RDOs, that s/he is on standby. "Standby" shall mean the time from the quit time of the
15 Employee's shift to the start time of the Employee's next scheduled shift, during which the Employee
16 is required to be available for work.

17 E. A Facilities Maintenance Employee called in before his/her scheduled report time
18 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment
19 and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
20 early may request permission from his/her immediate supervisor.

21 F. Overtime on any shift shall be computed at the rate paid for the Employee's
22 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
23 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
24 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
25 into the day shift will be paid at the overtime rate with graveyard shift differential.

26 G. "Reimbursable overtime" shall be identified by METRO at the time of offering,
27 and shall mean labor costs being recovered by Facilities from funding sources other than Facilities'
28 annual budget, and will be paid as overtime rather than as AC time.

1 **SECTION 12 – SHIFT DIFFERENTIAL**

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

5 **SECTION 13 – SPECIAL BENEFITS**

6 A. A tool allowance shall be provided annually on Employees' regular paychecks not
7 later than March of each year to Employees permanently assigned as of January 1st to the
8 classifications of Building Operating Engineer, Carpenter, Maintenance Constructor, Transit Radio
9 and Communication Systems Specialist, Transit Electronic Communications Technicians, Leads and
10 to authorized Trainees in these classifications. Employees who are upgraded into positions that are
11 eligible for a tool allowance shall not receive a tool allowance, unless their base classification is
12 eligible for a tool allowance. The amounts shall be as follows:

Year	Allowance
2014	\$405
2015	\$405
2016	\$405

13
14
15
16
17
18 METRO will provide those tools necessary to perform all assigned mechanical work to
19 Facilities Maintenance Employees who are not provided the annual tool allowance.

20 B. METRO shall provide tool insurance to those Employees who receive an annual
21 tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no
22 claim shall be honored without evidence of forcible entry unless a police report has been filed.
23 Payment is contingent upon the Employee having on file with his/her immediate supervisor an up-to-
24 date inventory of tools designating the type, size and manufacturer. METRO shall have the right to
25 inspect the inventory of tools; however, an Employee shall be allowed three days after the inspection
26 to locate any tools which are missing.

27 C. Each Facilities Maintenance Employee shall receive eight uniforms.

28 D. Each Employee who is required to work in inclement weather or hazardous areas

1 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
2 to Personal Protective Equipment (PPE), a rainset, hat and boots.

3 E. METRO shall provide and maintain necessary safety clothing, uniforms and
4 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be
5 entitled to a METRO voucher to be applied toward purchases of such footgear. The maximum
6 METRO contribution paid by such voucher shall be \$200 per Employee. A replacement item will be
7 issued when the item is lost, stolen, damaged or worn out.

8 F. When an Employee works two or more hours of overtime in conjunction with
9 his/her regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

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

13 ***SECTION 14 – ATTENDANCE MANAGEMENT***

14 A. The PARTIES recognize that Facilities Maintenance duties and functions are
15 critical and that Employees have the responsibility and obligation to be at work on time each day.
16 Facilities Maintenance Employees will be subject to the following terms, which supersede any
17 conflicting provisions elsewhere in the AGREEMENT.

18 B. Facilities Maintenance will monitor and record attendance using the terms of late
19 occurrence and unexcused absence.

20 C. A late occurrence:

21 1. of up to one hour shall be managed and recorded as follows:

- 22 a. An Employee may complete any time left on his/her shift.
23 b. An Employee may work a full eight or ten hours even though this
24 work would continue into the next shift.
25 c. An Employee may not use AC time or vacation to make up lost time.
26 d. An Employee will be paid for actual hours worked at his/her
27 scheduled rate of pay.
28 e. A late occurrence shall not create an overtime opportunity for the

1 late Employee. No grievances will be filed by other Employees
2 claiming overtime infringements should an Employee elect to work
3 his/her full shift and the time worked extends into another shift.

4 2. of between one and two hours shall be managed and recorded as follows:

- 5 a. An Employee may complete any time left on his/her shift only.
6 b. An Employee may not use AC time or vacation to make up lost
7 time.
8 c. An Employee will be paid for hours worked at his/her scheduled rate
9 of pay.

10 3. Late occurrences will be recorded in a 180-day, rolling time frame as
11 follows:

- 12 a. 1st through 5th occurrence – Employee and chief initial the time
13 sheet/late report card.
14 b. 6th occurrence – one day suspension without pay.
15 c. 7th occurrence – discharge, treated as a major infraction as defined
16 in Article 4.

17 **D. Unexcused absences (over two hours) shall be managed and recorded as follows:**

- 18 1. An Employee may complete his/her shift only.
19 2. An Employee may not use AC time or vacation to supplement their regular
20 shift pay.
21 3. Such Employee is not eligible for overtime that day.
22 4. Unexcused absences will be recorded in a twelve-month, rolling time frame
23 as follows:
24 a. 1st occurrence – Employee will receive Oral Reminder; chief will
25 initial the time sheet/late report card.
26 b. 2nd occurrence – Employee will receive Written Reminder; chief
27 will initial the time sheet/late report card.
28 c. 3rd occurrence – One day suspension without pay.

1 d. 4th occurrence – Discharge, treated as a major infraction as defined
2 in Article 4.

3 E. An occurrence which results in a second one day suspension within 180 days of the
4 occurrence that resulted in the first suspension may result in discharge.

5 F. Extenuating circumstances will be considered. Any request by an Employee to
6 have a late occurrence or unexcused absence removed from the attendance management record must
7 be presented to the chief in writing, within five working days of the occurrence. An Employee that
8 has a late occurrence or unexcused absence that has been removed from the attendance management
9 record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost
10 time.

11 G. The PARTIES agree to review this Section on an annual basis.

12 ***SECTION 15 – FACILITIES TRAINING COMMITTEE***

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

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

19 C. The details of the Facilities Training Program will be developed by the Facilities
20 Training Committee comprised of an equal number of representatives from the PARTIES. If the
21 committee foresees a vacancy in a journey level classification, it may establish a trainee position in
22 such classification.

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

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

SECTION 16 – LABOR-MANAGEMENT RELATIONS COMMITTEE

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

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

ARTICLE 19: REVENUE COORDINATORS**SECTION 1 – DEFINITION OF EMPLOYEES**

A. "Revenue Coordinators" shall include all Employees in the classification of Revenue Coordinator.

B. Work historically or traditionally performed by Revenue Coordinators will be performed by Employees assigned to that classification.

SECTION 2 – WORK ASSIGNMENTS

A. All shifts in the classification of Revenue Coordinator shall be completed within a continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half hour lunch break.

B. The workweek shall consist of five consecutive days with each workday guaranteed at eight hours. There shall be two consecutive RDOs.

1 C. Employees who pick a regular weekly schedule consisting of four 10-hour shifts
2 will be governed by the provisions in Article 13.

3 D. All shifts in the Revenue Coordinator classification, once picked, will not be
4 altered or changed during a shake-up without approval of the affected Employee and the UNION.

5 E. A Revenue Coordinator who is called back to work after his/her regular shift will
6 be guaranteed at least three hours pay at the overtime 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 Each Revenue Coordinator will be provided clean coveralls daily.

23 **SECTION 6 – APPOINTMENTS AND TRAINING**

24 A. When METRO requires additional Revenue Coordinators, candidates for these
25 promotional opportunities shall be selected from Employees on the basis of ability, training,
26 education, experience and job performance, as determined by appropriate testing procedures. Such
27 vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Once selected,
28 the candidates shall be placed on the Intermittent Revenue Coordinator (IRC) List in seniority order

1 as determined by the UNION.

2 B. METRO, with input from the Revenue Coordinators, will establish and publish
3 standards for qualification. METRO will determine in each case whether an Intermittent has
4 successfully qualified. Failure to qualify as an IRC will result in removal from the IRC List and
5 return to the Employee's previous job classification with no loss in seniority.

6 C. When a permanent vacancy occurs within the Revenue Coordinator classification,
7 the position will be filled by qualified IRCs from the IRC List, by seniority. IRCs who receive
8 regular appointments as Revenue Coordinators shall be subject to a one-year probationary period.

9 D. When a vacancy occurs in the Revenue Coordinator classification between picks,
10 Employees working in that classification will be allowed a move-up by seniority. The remaining
11 vacancy will then be filled from the IRC List, by seniority, with first right of refusal.

12 E. Revenue Coordinators shall receive a straight-time premium for assignments
13 instructing another Employee as follows:

14 1. One hour of pay at the Revenue Coordinator Employee's current rate for
15 four hours or less of instruction in one day.

16 2. Two hours of pay at the Revenue Coordinator Employee's current rate for
17 more than four hours of instruction in one day.

18 **ARTICLE 20: SPECIAL CLASSIFICATIONS**

19 ***SECTION 1 – DEFINITION OF EMPLOYEES***

20 "Special Classification Employees" shall mean all Employees in the following classifications:

- 21 • Accounting Technician I
- 22 • Accounting Technician II
- 23 • Information Distributor
- 24 • Operations Security Liaison
- 25 • Transfer Room/Warehouse Worker

26 ***SECTION 2 – WORK ASSIGNMENTS***

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

1 workday. Each shift, except where modified by historical practice, will be completed within a
2 continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and
3 two paid 15-minute rest breaks.

4 **B.** The graveyard shift shall be considered the first shift of the day; the day shift shall
5 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
6 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
7 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

8 **C.** Shifts and RDOs shall be arranged so that each Employee shall have at least eight
9 hours off between shifts and at least 60 hours off for RDOs.

10 ***SECTION 3 – PICKS***

11 Employees within a classification which has any combination of day, swing and/or graveyard
12 shifts shall be entitled to select their worksite and shift by seniority in conjunction with Transit
13 Operator picks.

14 ***SECTION 4 – VACATION SELECTION***

15 **A.** Vacations may be split into periods of one or more full weeks when this can be
16 arranged at no additional cost to METRO. An Employee may take his/her vacation in one day or one-
17 hour increments. Requests for use of such vacation must be approved, in advance, by his/her
18 immediate supervisor.

19 **B.** Vacations will be picked by seniority.

20 **C.** An Employee, who takes his/her vacation in two or more periods shall select the
21 second period of his/her vacation after all Employees in his/her classification have made their first
22 selection; his/her third selection after all Employees in his/her classification have made their second
23 selection; etc., until all periods of vacation have been selected.

24 **D.** The vacation pick shall be completed by November 15th each year. The vacation
25 calendar shall remain posted and shall be kept current.

26 **E.** Any picked vacation period not used will be offered to other Employees by
27 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 time
14 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.

1 D. If work is performed on a holiday, the Employee will not receive additional pay for
2 such work beyond the Employee's regular weekly salary.

3 E. Sections 2 through 8 do not apply to the classification of Operations Security
4 Liaison.

5 **ARTICLE 21: CUSTOMER INFORMATION OFFICE EMPLOYEES**

6 ***SECTION 1 – DEFINITION OF EMPLOYEES***

7 “Customer Information Office Employees (CIO Employees)” shall mean all Employees in the
8 following classifications:

- 9 • Assigned Customer Information Specialist (Assigned CIS)
- 10 • Customer Information Specialist (CIS)
- 11 • Senior Customer Information Specialist (including a.m. Senior, Weekend Senior
12 and p.m. Senior) (Senior CIS)

13 ***SECTION 2 – GENERAL CONDITIONS***

14 A. All routine update work dealing with information provided exclusively for, or
15 historically in, the CIO shall be performed by CIO Employees as long as the information continues to
16 be provided in the same manner.

17 B. Senior CIS, CIS and Assigned CIS shall be considered as one classification for the
18 purposes of layoff.

19 C. The PARTIES agree to establish a joint Working Conditions Committee
20 comprised of equal number of METRO-appointed and UNION-appointed Customer Communications
21 and Services Office representatives. The purpose of this committee will be to improve working
22 conditions and work processes in Customer Communications and Services. The committee will meet
23 regularly and during the planning phase of any project that will impact working conditions. The
24 UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

25 ***SECTION 3 – WORK ASSIGNMENTS***

26 A. The day shift shall be considered the first shift of the day; the swing shift will be
27 considered the second; and the graveyard shift will be considered the third. Any shift with a quitting
28 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 CIS
20 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 to the
27 guidelines below, which have been mutually agreed by the PARTIES:

- 28 • Telecommuting shall be offered by mutual agreement between METRO and an Employee.

- 1 • So long as there is mutual agreement between METRO and the Employee to telecommute,
2 there shall be no limit on the number of telecommuting shifts that may be offered.
- 3 • Employees who select telecommuting shifts will be subject to current King County's
4 Telecommuting Policy, # PER 18-4 (AEP) – Effective October 15, 2001, unless specifically
5 modified by this agreement.
- 6 • Employees picking telecommuting shifts will be entitled to a minimum of one-hour of call
7 back pay.
- 8 • In the event an Employee is denied or removed from telecommuting, the UNION will be
9 notified and informed of the reason(s).

10 **SECTION 4 – PICKS**

11 A. Each CIS and Assigned CIS shall select, by seniority, a shift, assigned position or
12 an extra position at each pick. Each CIS and Assigned CIS, who selects a shift, also will be entitled
13 to select, by seniority, his/her two consecutive RDOs, breaks and lunch hours by seniority at the pick.
14 Each CIS and Assigned CIS, who picks an extra position, will be assigned his/her two consecutive
15 RDOs, breaks, and lunch hour.

16 B. Senior CISs in positions that have been designated by METRO as permanent
17 assignments, shall not be subject to the pick.

18 C. Selection of shift and vacation for CISs and Senior CISs will be determined by
19 seniority earned within the specific classification.

20 D. CIS picks will be scheduled in conjunction with Transit Operator picks. Copies of
21 the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted and
22 sent to the UNION at least two weeks prior to the date of the pick.

23 E. A UNION representative shall be present during pick.

24 F. No change or alteration to any shift which was picked shall be made during a
25 shake-up without consent from the affected CIO Employee and the UNION.

26 G. Vacancies in the position of Senior CIS will be filled by a CIO Employee with at
27 least two years of experience as a CIO Employee. When qualifications and experience are equal,
28 current continuous service as a CIS will be the determining factor.

1 H. All available acting weekend Senior CIS positions will be posted at the pick. Two
2 years experience as a CIO Employee is preferred. The acting weekend Senior CISs will be selected
3 by seniority on a rotating basis. Such acting assignments will last one shake-up.

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

9 J. No CIO Employee shall be compensated for time spent in the pick unless it is
10 during his/her regular work hours.

11 K. When a permanent vacancy occurs, CIO Employees working in such classification
12 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
13 shake-up.

14 L. When METRO determines that a CIO Employee will be unavailable for work for
15 an entire shake-up, for any reason, such CIO Employee shall not pick a shift. This provision shall
16 include any CIO Employee who is detailed or upgraded into job classifications other than his/her
17 own.

18 M. Once per year, there will be a move option, in seniority order, to vacant work
19 stations.

20 **SECTION 5 – VACATION SELECTION**

21 A. Vacations will be picked by seniority as outlined in this Section. Senior CISs will
22 pick from a separate vacation list.

23 B. The vacation pick shall be completed by November 15th each year. The vacation
24 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation
25 they are projected to have in their accrual bank at the beginning of the payroll year.

26 C. Vacations may be split into periods of one or more full weeks when this can be
27 arranged at no additional cost to METRO. A CIO Employee may elect to take 50% of his/her
28 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in

1 advance by the immediate supervisor.

2 D. A CIO Employee who takes his/her vacation in two or more periods shall select the
3 second period of his/her vacation after all CIO Employees in his/her classification have made their
4 first selection; his/her third selection after all CIO Employees in his/her classification have made their
5 second selection; etc., until all periods of vacation have been selected.

6 E. At the vacation pick, a CIO Employee may select vacation combined with AC in
7 consecutive blocks. A CIO Employee may not pick AC unless it is accrued at the time of the
8 vacation pick.

9 F. Any picked vacation periods not used will be offered to other CIO Employees by
10 seniority in the same classification if METRO determines business reasons permit.

11 **SECTION 6 – OVERTIME**

12 A. All hours worked in excess of eight hours in the scheduled workday or on a CIO
13 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
14 time rate of pay for actual overtime hours worked.

15 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
16 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
17 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
18 differential.

19 C. Overtime will be offered on a rotating basis from a CIO Employee overtime list. If
20 the list is exhausted or if no CIO Employee on the list is reasonably available, overtime will be
21 offered to eligible Pass Sales Office ("PSO") Employees by seniority on a rotating basis. If no PSO
22 Employee is reasonably available, METRO may assign overtime to CIO Employees by inverse
23 seniority.

24 **SECTION 7 – SPECIAL ALLOWANCES**

25 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
26 graveyard shift.

27 B. A CIO Employee, who has gone home after his/her regular shift, and who is called
28 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.

1 A CIO Employee called in before his/her scheduled report time and in conjunction with his/her
2 regular shift will be paid for actual hours worked. An exception shall be telecommuters, who will be
3 guaranteed one hour of pay at the overtime rate.

4 C. CISs and Assigned CISs shall receive a straight-time premium for assignments
5 instructing another Employee as follows:

6 1. One hour of pay at the CIO Employee's current rate for four hours or less of
7 instruction in one day.

8 2. Two hours of pay at the CIO Employee's current rate for more than four
9 hours of instruction in one day.

10 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
11 out of classification work in the PSO.

12 E. CIS trainees will receive at least 50% of the current top step hourly wage for CISs
13 for actual hours worked until successfully completing training.

14 ***SECTION 8 – SPECIAL BENEFITS***

15 A. When a CIO Employee is informed during his/her regular shifts that overtime in
16 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
17 30-minute unpaid meal period or a 15-minute paid break, upon request.

18 B. When a CIO Employee is called in for emergency work two or more hours prior to
19 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
20 paid break, upon request.

21 ***SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS***

22 A. Each Assigned CIS shall receive his/her work assignments from METRO and may
23 work less than an eight hour day and/or 40-hour workweek.

24 B. If the PARTIES agree to split shifts, up to one-third of Assigned CIS shifts may be
25 split, with a maximum spread of 12-1/2 hours. The Assigned CIS will be paid at a rate equivalent to
26 time and one-half for spread time in excess of 10-1/2 hours.

27 C. An Assigned CIS who is on active pay status at least 80 hours in one calendar
28 month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are

1 observed in the succeeding month. In addition, an Assigned CIS may be eligible for a personal
 2 holiday, as provided in Article 8, Section 5. An Assigned CIS who works less than 80 hours in one
 3 calendar month will not be eligible for holiday pay in the succeeding month. However, such
 4 Employee, who works on the day of observance of any of the holidays listed in Article 8, Section 4,
 5 will be paid at the overtime rate.

6 D. An Assigned CIS will accrue sick leave upon qualification.

7 E. Not more than 40% of all CIS positions shall be Assigned CISs.

8 F. METRO shall offer all new or vacant full-time CIS positions to qualified Assigned
 9 CISs. If no qualified Assigned CIS is available, METRO then shall offer the new or vacant CIS
 10 positions to qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned CIS
 11 positions to qualified PSO Employees. If there are no qualified PSO applicants, METRO may
 12 conduct an open and competitive recruitment to fill the vacancy. Seniority shall determine the order
 13 of selection after qualifications have been determined through appropriate criteria and testing
 14 methods as determined by METRO. METRO shall determine qualification criteria.

15 G. A Senior CIS shall notify CISs of infractions but will not issue discipline or
 16 perform formal performance evaluations of Employees.

17 H. Senior CISs may monitor CISs on an ongoing/rotating basis. An observation
 18 report will be placed in the CIO Employee's file only upon request of the Employee.

19 I. Vacancies in Senior CIS positions will be filled from qualified CIS applicants.

20 **ARTICLE 22: SUPERVISORS**

21 ***SECTION 1 – DEFINITION OF EMPLOYEES***

22 A. A "First-Line Supervisor (Supervisor)" shall mean a person employed by METRO
 23 on a regular full-time continuing basis in any one of the following classifications:

- 24 • Base Dispatcher/Planner
- 25 • Communications Coordinator
- 26 • Schedule Maker
- 27 • Service Supervisor
- 28 • Transit Instructor

1 B. A "Supervisor-in-Training (SIT)" shall mean an Employee who is training to
2 become a Supervisor.

3 **SECTION 2 – MUTUAL RESPONSIBILITIES**

4 The management and direction of the work force, which includes, but is not limited to,
5 assigning work, clarifying all job specifications with regard to duties and setting performance
6 standards with input from Supervisors, is vested exclusively in METRO, limited only by the stated
7 conditions in this Article. No changes in existing rights or related conditions shall be made without
8 first negotiating with the UNION.

9 **SECTION 3 – SUPERVISOR-IN-TRAINING**

10 A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at
11 least two calendar weeks. Candidates for these positions shall be selected from METRO FTOs, Rail
12 Operators, Streetcar Operators and Rail Supervisors, who were not previously Bus Supervisors.
13 Operator candidates must have at least two and one-half years of full-time bus driving service in the
14 five years preceding the closing date for applications. Interested Employees must formally apply
15 through METRO's Transit Human Resources Office within the specific time frame listed. Selection
16 of SIT candidates shall be the sole responsibility of METRO. Candidates shall be selected in
17 accordance with METRO's Merit System on the basis of ability, training, education, experience and
18 job performance, as determined by appropriate testing procedures and evaluations, which have been,
19 and will continue to be, developed with input from the Supervisors. Whenever possible, a
20 Supervisor, selected by METRO after consultation with the UNION, will be included in the SIT
21 candidate selection process.

22 B. Successful candidates will be placed on a list by seniority. The SIT candidate list
23 will remain in effect until exhausted. Candidates must meet eligibility criteria used for the
24 recruitment process at the time of appointment or they will be removed from the list. Once removed
25 from the list, an Operator must wait until the next recruitment and reapply.

26 C. SITs will be placed in that classification for twelve months. During the twelve-
27 month period, each SIT will be required to qualify in the Base Dispatcher/Planner and Service
28 Supervisor classifications. Failure to qualify will result in termination as an SIT. Upon completion

1 of training in each area, the SIT will receive a performance evaluation. Upon qualification in all
2 required areas, the SIT will receive a formal review with METRO. An SIT who is terminated or
3 withdraws from any of the required classifications during training will be returned to FTO with no
4 loss of seniority.

5 D. METRO will establish and publish standards for qualification and, with input from
6 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
7 each required classification.

8 E. SIT candidates may be trained before an appointment is available. If such training
9 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT
10 probation requirement and will be credited day for day for purposes of leave accruals, salary step
11 placement and future salary step increases.

12 F. An SIT shall not formally train another SIT at any time.

13 G. Upon appointment, an SIT shall be subject to a twelve-month probationary period.

14 H. An SIT, upon hire date, will receive a voucher for four pairs of uniform pants, six
15 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
16 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
17 allowance according to the provision in Section 10, Paragraph B.

18 I. An SIT may be assigned to work Service Supervisor or Base Dispatcher/Planner
19 shifts under direct supervision of a Supervisor. Upon successful completion of training in either
20 classification, the SIT may independently work shifts in that classification.

21 J. Upon qualification in either Service Supervisor or Base Dispatcher/Planner
22 classification, the SIT may be placed at the bottom of the relief list in that classification for the
23 remainder of the time s/he is assigned to that classification. Upon qualification in both
24 classifications, an SIT will be assigned work in either classification, at METRO's discretion. When
25 assigned to a relief list, the SIT's assignments will be governed by the provisions of Section 6,
26 Paragraphs E, F and G.

27 K. Upon qualification in both classifications, and by mutual agreement between the
28 PARTIES, an SIT may be eligible to fill a vacant Supervisor position by seniority.

1 L. At METRO's discretion, an SIT who has successfully qualified in the Service
2 Quality and Base Dispatcher/Planner classifications may volunteer to qualify in the Transit Instructor
3 or Communication Coordinator classification.

4 M. Upon qualification in a classification, an SIT will be eligible to bid on overtime in
5 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

6 N. Requests for vacation or other paid time off will be granted, as staffing levels
7 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
8 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
9 classification in which the SIT is being trained at the time of vacation.

10 O. The following provisions of this Article shall also apply to SITs: Section 6,
11 Paragraphs J and O; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

12 **SECTION 4 – PICKS**

13 A. In the spring and fall of each year, when a facility opens or closes, or when
14 mutually agreed by the PARTIES, all shifts or positions required in the job classifications of
15 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker (when a
16 Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph C), and Transit
17 Instructor, will be posted for a general pick. The two general picks will be held unless a special pick
18 has occurred or is scheduled to occur within 45 days of the general pick. Copies of schedules and
19 assignments to be picked will be posted at all work sites 14 days prior to the pick. METRO also will
20 issue each Supervisor, and the UNION, a copy of this information. After the posting, there will be a
21 review period in which changes may be made by METRO. No changes will be made five days prior
22 to the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will
23 occur between April 1 and April 15 and implementation of the fall pick will occur between October 1
24 and October 15.

25 B. Shifts will be classified as regular and relief. Supervisors will be permitted to
26 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available
27 for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the PARTIES.

28 C. Supervisors who have not worked in a classification for twelve months may

1 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
2 be considered permanently qualified unless mutually agreed by the PARTIES.

3 **D.** A Supervisor may report to the pick room no earlier than 20 minutes prior to
4 his/her pick time to examine available work assignments.

5 **E.** A Supervisor who does not attend the pick must leave, with the UNION, at least
6 four choices of assignments in order of preference. Failure to do so will result in the UNION
7 representative making every effort to select an assignment comparable to the assignment last selected
8 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
9 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
10 working hours.

11 **F.** UNION representation for the Supervisors shall be present during the pick.

12 **G.** All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
13 significant duties, RDOs, or job classification changed during a shake-up without approval of the
14 affected Supervisor(s) and the UNION.

15 **H.** At each pick, Supervisors may volunteer in writing to work overtime.

16 **I.** There will be no restriction, except as provided elsewhere in this Article, on the
17 number of Supervisors picking in or out of a particular classification except that the number of
18 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years,
19 picking into the Transit Instructor, or Communications Coordinator classifications will be limited to
20 two in each classification. However, the unit supervisor may exceed this number at his/her discretion.
21 For picks due to the opening or closing of a facility, or changes in facility hours, nonqualified
22 Supervisors will not be allowed to pick into the Transit Instructor, Schedule Maker or
23 Communications Coordinator classifications without prior approval of the unit supervisor.

24 **J.** If a sufficient number of qualified Supervisors do not voluntarily pick into a
25 particular classification, Supervisors who are currently qualified in that classification will be required,
26 in inverse order of seniority, to pick shifts in that classification. When a Supervisor is forced into a
27 classification because of the language in this Paragraph, there will be a re-pick for all Supervisors
28 with less seniority than the Supervisor who is being forced.

1 **K.** If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor or
2 Communications Coordinator classification and fails to qualify, his/her vacant shift will be filled by
3 the next most senior Supervisor who desires it, who will be inserted into the section in seniority
4 order. There will be a repick of assignments within the section, starting with the inserted Supervisor.
5 The Supervisor who fails to qualify will fill the resulting vacancy if s/he is qualified to do so. If not,
6 this process will be repeated until there is a vacancy in a classification in which s/he is qualified. S/he
7 may repick the classification in which s/he failed to qualify after a period of two years or with the
8 approval of the unit supervisor.

9 **L.** To be considered qualified as a Communications Coordinator, a Supervisor must
10 successfully complete a qualification process consisting of a training period and two weeks of
11 independent performance of the duties of the position. METRO will determine qualification based on
12 job performance. Supervisors who fail to qualify in this classification will not participate in the
13 qualification process for a period of two years without permission of the unit supervisor.

14 **M.** In order for a Supervisor to pick the Service Quality or Training Sections or to be
15 on an overtime list in either classification, the Supervisor must have a valid CDL with required
16 endorsement, medical certification or waiver of certification at the time of the pick. Licenses,
17 waivers and endorsements will be checked at the pick.

18 **N.** A Supervisor picking the Transit Instructor classification will pick his/her work
19 location by seniority.

20 **O.** All block assignments shall have ten hours off between consecutive day's
21 assignments except that in one instance per week per blocked assignment, there may be a minimum
22 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
23 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
24 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
25 assignments shall select one set of the same posted assignment for two consecutive days, a different
26 set of the same posted assignment for another two consecutive days, and a third posted assignment for
27 a single day. Supervisors' selection of blocks may require inclusion of a one-day floating assignment.
28 Should either party be adversely affected by this Paragraph, the PARTIES agree to meet and negotiate

1 necessary changes.

2 P. Pick will be governed by the provisions of this Section and by guidelines mutually
3 developed and agreed by the PARTIES.

4 **SECTION 5 – MOVE-UPS**

5 A. When a vacancy occurs during a shake-up in any Supervisor classification and
6 METRO elects to fill the vacant shift, a system-wide seniority move-up will be held by the UNION as
7 soon as possible. Remaining vacant assignments may be offered in seniority order to SITs who are
8 qualified in all required classifications. If there is a remaining vacancy in the Communications
9 Coordinator or Transit Instructor classification not filled by a move-up, METRO may fill the vacancy
10 with the lowest seniority Supervisor who is qualified in the classification and who is not already
11 assigned to the Communications Coordinator or Transit Instructor classification. Once a Supervisor
12 is forced into the classification because of the language of this Paragraph, shifts will be picked by
13 seniority starting with the forced Supervisor.

14 B. Move-ups may not be requested during the last eight weeks of the current shake-
15 up.

16 C. A Supervisor qualifying in the Communications Coordinator or Transit Instructor
17 classification may participate in move-ups; but s/he will not move into the new assignment until s/he
18 has completed or been released from the training requirement.

19 **SECTION 6 – WORK ASSIGNMENTS**

20 A. All job classifications except for Transit Instructor, SIT and Schedule Maker shall
21 have regular shifts and relief shifts. All shifts will be available for pick according to the pick
22 guidelines.

23 B. All assignments in the classification of Schedule Maker and Transit Instructor shall
24 be completed within a continuous eight hour period, unless the assignment is designated for an
25 unpaid 30-minute lunch break.

26 C. All Base Dispatcher/Planner shifts shall be straight through, unless mutually
27 agreed by the PARTIES. Communications Coordinator assignments shall have no more than one
28 split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service

1 Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-
2 through on nights (any shift completed after 8:00 P.M.), weekends and holidays when Sunday
3 schedules are operating. Relief Supervisors in the Service Quality Section shall be guaranteed 70%
4 straight-through shifts on weekdays, unless waived by the Relief Supervisor, and 100% straight-
5 through on nights, weekends and holidays when Sunday schedules are operating. Temporary split
6 extra assignments may be assigned to the relief list, however, a Relief Supervisor cannot be required
7 to work a split extra assignment for more than two consecutive weeks.

8 **D.** Regular shifts shall consist of five consecutive days of work within a specific
9 classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall be
10 two consecutive days. 4/40 shifts shall consist of four consecutive days of work within a specific
11 classification, with each workday guaranteed ten hours. All regular shifts in the classifications of
12 Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will be assigned in
13 their entirety unless otherwise approved by the unit supervisor. When a shift is cancelled, the unit
14 supervisor will notify the UNION.

15 **E.** Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-hour
16 guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each pay
17 period for the following pay period. There will be two consecutive RDOs for each 40-hour week,
18 except for Relief Supervisors with Friday and Saturday RDO combinations switching to another RDO
19 combination or vice versa. RDOs will not be changed or cancelled without the consent of the
20 affected Supervisor, except in an emergency. The RDOs for Relief Supervisors may change each pay
21 period as a result of the availability of assignments.

22 **F.** Prior to the end of each pay period, each Relief Supervisor will pick his/her
23 assignment for the next pay period from the known available assignments and available RDOs, by
24 seniority. Assignments with four or five days of the same shift number available in one pay week
25 (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week will be
26 picked separately. Assignments selected the first week will not affect selections in the second week,
27 except where minimum time off between shifts and/or 54 hours off for RDOs would be
28 compromised. Block assignments may be broken up with shifts selected individually by the Relief

1 Supervisor.

2 **G.** If there are not enough work assignments for all Relief Supervisors to choose
3 from, extra assignments may be created. METRO may change a Relief Supervisor's extra assignment
4 by up to eight hours, provided the change is made at least twelve hours before the start time of the
5 Supervisor's extra assignment, except as provided in Paragraph J. In an emergency, or with the
6 Relief Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more than
7 four hours and with less than twelve hours notice. Relief Supervisors who have picked extra
8 assignments must check in between twelve and eight hours prior to the scheduled start of the extra
9 assignment to find out if there is a change.

10 **H.** METRO may post assignments that may be open for more than two weeks for
11 selection by Relief Supervisors within the work unit. Vacant assignments may be posted until filled
12 by a move-up.

13 **I.** Scheduled Transit Instructor work will be selected by seniority by qualified Transit
14 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested
15 change is approved by the unit supervisor. METRO may modify a Transit Instructor's work
16 assignments to meet training needs. To balance workload, METRO may require one or more Transit
17 Instructors from one worksite to work at a different worksite. Such assignments will be made to
18 qualified Transit Instructors in inverse seniority, unless a more senior, qualified Transit Instructor
19 volunteers for the assignment.

20 **J.** All Supervisors shall have at least 54 hours scheduled off for their two consecutive
21 RDOs.

22 **K.** METRO will determine the number of relief shifts in each classification, but the
23 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all
24 shifts in that classification; however, not less than three at METRO's option.

25 **L.** METRO agrees to assign all special assignments, tasks and projects by giving
26 equal consideration to the Supervisor's education, ability and experience as it applies to each
27 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply;
28 and selection shall be based on the above criteria if the special assignment, task or project is to exist

1 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
2 assignment, task or project will be rotated among those Supervisors who applied and who meet the
3 above criteria, provided the rotation does not result in project delay. METRO also recognizes the
4 need for ongoing optional training programs which will allow Supervisors to become better qualified
5 for their present work assignments or for advancement.

6 M. Any work that has been historically or traditionally performed by Supervisors will
7 not be performed by any other individual.

8 N. On a holiday when METRO operates a Sunday schedule, Base Operations Utility
9 and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
10 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each
11 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled
12 Supervisor for that shift will be off with holiday pay. If a Utility or Planner/Utility shift is not
13 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift or
14 taking the day off with holiday pay. If the regularly scheduled Supervisor chooses not to work that
15 shift, the shift will be filled by the normal Relief Supervisor assignment process, then through the
16 overtime assignment processes.

17 O. When a shift remains unfilled within one hour of the start time of the shift and
18 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
19 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
20 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
21 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,
22 Supervisor qualification, business requirements and the Supervisor's desire to change work
23 assignments.

24 P. METRO may require up to four Supervisors to train in each of the Communication
25 Coordinator and Transit Instructor classifications during each shake-up. Volunteers, in seniority
26 order, will be selected for the training. If there are not enough volunteers to fill designated training
27 requirements, Supervisors may be required to train. If a Supervisor is required to train as a
28 Communications Coordinator, s/he will be selected in inverse seniority order from Supervisors who

1 have three or more years of seniority and who have not had a previous opportunity to train as a
2 Communications Coordinator. If a Supervisor is required to train as a Transit Instructor, s/he will be
3 selected in inverse seniority order from Supervisors who have not had a previous opportunity to train
4 as a Transit Instructor. A Supervisor who fails to qualify will return to his/her picked assignment.
5 For the purpose of this Paragraph, years of seniority will be calculated from the date of appointment
6 as an SIT and adjusted day-for-day for any time spent in excess of 90 consecutive calendar days on
7 either military leave (unless required otherwise by law) and/or in a layoff status. If a Supervisor has
8 volunteered to train and successfully qualifies as a Communications Coordinator, either through the
9 pick process or in response to an offer to train, the Supervisor can be forced to remain in the Control
10 Center per the provisions in Article 22.4.J and 22.5.A for up to one year only.

11 **SECTION 7 – SPECIAL ALLOWANCES**

12 A. Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one
13 workday, providing that premium time is not already being paid, in which case spread time will be
14 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread
15 assignment.

16 B. Any Supervisor working in the Communications Coordinator classification will
17 receive a 5% differential added to his/her wage rate for all time worked in that classification. Any
18 Supervisor working a window shift as a Base Dispatcher/Planner will receive a 5% differential added
19 to his/her wage rate for all time worked in that capacity.

20 C. A Supervisor shall receive two hours straight-time pay for each shift during which
21 s/he instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or retraining
22 for which METRO requires a written evaluation. This pay will be contingent on the completion of an
23 evaluation of the trainee's performance.

24 **SECTION 8 – OVERTIME**

25 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
26 overtime rate of one and one-half times the existing straight-time rate of 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 Supervisor will be required to work on his/her RDO except in an extreme

1 emergency.

2 C. All overtime will be assigned according to guidelines mutually developed and
3 agreed by the PARTIES.

4 D. Posted special event assignments will be available for pick by those Supervisors
5 selecting either the Service Supervisor or Communications Coordinator classifications. These
6 assignments will be known as future overtime and will be credited to the Supervisor in advance and
7 combined with 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 9 with the following exceptions:

11 A. At the spring pick, Supervisors will select vacations in increments of no less than
12 five days, in order of Supervisor seniority in each classification. After all first choices are filled by
13 seniority, second, third, fourth and fifth choices will be selected in that order by seniority within each
14 classification. Appropriately accrued vacation will be used in the selection of these periods.

15 Supervisors shall use the same Vacation Period Table as Transit Operators.

16 B. At the fall pick, if a Supervisor picks into a classification, listed in Section 1, other
17 than the one for which s/he has selected his/her fall vacation, and his/her fall vacation period is full in
18 the newly picked classification, s/he may not bump a person with lower seniority who has already
19 selected that period in that classification. Such Supervisor will select another vacation period from
20 the remaining periods in the new classification. Appropriately accrued vacation will be used in the
21 selection periods.

22 C. The number of Supervisors within a classification allowed on vacation during the
23 same period shall be at least 14% of the number of Supervisors in that classification, including SITs
24 projected to be in the classification on June 30. However, during FTO pick, the minimum number of
25 Base Dispatcher/Planners allowed on vacation shall be reduced by two except during the August FTO
26 pick when it will be reduced by one. Qualified Relief Supervisors and/or one-third of all Transit
27 Instructors may be required to work in other classifications to fill vacation reliefs, by inverse
28 seniority.

1 D. A Supervisor may use his/her current vacation accrual in single-day increments
2 with the approval of his/her immediate supervisor.

3 **SECTION 10 – SPECIAL BENEFITS**

4 A. Upon the approval of the unit supervisor, at least one Supervisor per day in each
5 classification shall be allowed to use a personal holiday.

6 B. Annually, on the fourth Monday in January, a uniform allowance payable by
7 voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year
8 shall be available for each Supervisor. The maximum uniform allowance balance which may be
9 carried over into the next year is twenty times the top step of the Service Supervisor wage rate in
10 effect on January 1. The uniform voucher may be used only to purchase authorized uniform items.
11 When a Supervisor needs to replace his/her all-weather parka or jacket due to normal wear and tear,
12 METRO will issue a voucher for its replacement. In addition to the above allowances, a Supervisor
13 may be reimbursed once each calendar year for one pair of personal work shoes costing up to an
14 amount of six times the top step of the Base Dispatcher/Planner wage. To receive reimbursement the
15 shoes must meet the current standards of uniform footwear for Supervisors.

16 1. A Supervisors' Uniform Committee shall be appointed to maintain or
17 modify all Supervisors' clothing and appearance standards.

18 2. All necessary safety and foul weather gear will be provided by METRO.

19 **SECTION 11 – GENERAL**

20 A. All Supervisors working in the classifications of Transit Instructor,
21 Communications Coordinator, Service Supervisor and SIT will receive hands-on orientation on all
22 coach or coach-related equipment within 90 days of its use in service. Those Supervisors who are
23 directly involved in the operation/service of the special equipment will receive orientation or training
24 on such equipment.

25 B. It is METRO's responsibility that all Supervisors will be trained and certification
26 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
27 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

28 C. The PARTIES will establish a Supervisors Labor-Management Relations

1 Committee for the purpose of exploring and responding to issues of mutual concern to METRO and
2 the Supervisors.

3 D. METRO and the Supervisors will develop a complete written description of the
4 duties and responsibilities of each shift, to be made available at each pick.

5 E. For all classifications as set forth in Section 1: METRO will determine the number
6 of Supervisors allowed to have time off through day off book procedures and will accommodate
7 Supervisor requests consistent with daily staffing requirements. Day off book procedures will be
8 consistent in all classifications. Requests for AC days may not be entered into the day off book more
9 than one calendar month in advance of the day(s) off desired.

10 **ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**

11 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 12 • Operations Support System (OSS) Coordinator
- 13 • Scheduling Technical Information Processing Specialist III
- 14 • Senior Schedule Planner
- 15 • Transit Information Planner

16 ***SECTION 2 – GENERAL CONDITIONS***

17 A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators are
18 presently classified as salaried Employees and as such may work flexible schedules. The decision of
19 whether to classify Employees as FLSA-exempt is solely within the discretion of King County.
20 Should King County change the salaried status of Employees under this Article, it shall negotiate the
21 effects of this change with the UNION. An Employee may work an alternative work schedule, which
22 may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting
23 and/or job share arrangements upon approval of his/her unit supervisor. FLSA-exempt Employees
24 may be granted up to a maximum of ten days executive leave annually, to be administered according
25 to King County policy.

26 B. When there is a regular vacancy in the Senior Schedule Planner classification, it
27 will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the
28 vacancy based on seniority, work knowledge and work performance. The remaining vacant

1 assignment will be subject to recruitment and will be filled by a Bus Supervisor, Rail Supervisor or
2 O&M Supervisor who has previous Bus Supervisor seniority or an OSS Coordinator, based on merit.
3 If no Bus Supervisor, Rail Supervisor, or O&M Supervisor who has previous Bus Supervisor
4 Seniority or OSS Coordinator applies during a recruitment to fill a regular vacancy, METRO may
5 then recruit for and select from other qualified Employees.

6 C. At every regular Supervisor pick, one Senior Schedule Planner position will be
7 used for training. METRO will solicit letters of interest from Bus Supervisors, Rail Supervisors and
8 an O&M Supervisor who has previous Bus Supervisor seniority and OSS Coordinators to temporarily
9 fill this Senior Schedule Planner position. The Senior Schedule Planner position is intended to
10 provide Supervisors or OSS Coordinators with training opportunities in the Schedule Unit. If there
11 are multiple candidates for this training position, METRO will make a selection using a merit-based
12 selection process. If there are no applicants for this training position, the position will be filled as a
13 Schedule Maker position and posted no later than six days prior to Supervisor pick, in accordance
14 with Supervisor pick guidelines. In order to provide for an orderly transition, there will be a brief
15 period of overlap between the Supervisor completing his/her training period and the next Supervisor
16 selected to begin his/her training, in order for the new trainee to become qualified.

17 D. When there is a regular vacancy in the OSS Coordinator classification it will be
18 filled by a Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor
19 experience or a Senior Schedule Planner. METRO will use a merit-based selection process to
20 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
21 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select
22 from qualified Employees.

23 E. When an OSS Coordinator is required to work on a holiday, s/he will have another
24 day off with pay on a day mutually agreed by the Employee and his/her unit supervisor.

25 F. Employees listed in Section 1 will receive a second personal holiday to be used in
26 the payroll year in lieu of the holiday for Lincoln's Birthday specified in Article 8, Section 4. The use
27 of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

28

1 **ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS (WFSC)**

2 When the WFSC resumes service, Employees who work on the WFSC will become part of
3 METRO's Rail Section. In anticipation of this change, the PARTIES agree that Article 24 of the
4 collective bargaining agreement that was in effect between November 1, 2004, and October 31, 2007,
5 is hereby removed from this AGREEMENT. It is understood that deleted text of former Article 24
6 will serve as a starting point for negotiations for a future article for Conductors in Exhibit D. Unless
7 mutually agreed otherwise, negotiations to establish the contents of an article for Conductors will
8 begin at least six months prior to METRO reinstating service on the WFSC.

9 **ARTICLE 25: PASS SALES OFFICE EMPLOYEES**

10 ***SECTION 1 – DEFINITION OF EMPLOYEES***

11 "Pass Sales Office (PSO) Employees" shall mean all Employees in the following
12 classifications:

- 13 • Assigned Pass Sales Representative (Assigned PSR)
- 14 • Pass Sales Representative (PSR)
- 15 • Senior Accounting Representative

16 ***SECTION 2 – GENERAL CONDITIONS***

17 A. An operations manual for each area of PSO will specify applicable policies and
18 procedures. Such policies and procedures shall not conflict with the provisions of this
19 AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete,
20 updated manual will be available to all PSO Employees.

21 B. The PARTIES agree to establish a Joint Working Conditions Committee
22 comprised of equal numbers of METRO management and UNION-appointed Customer
23 Communications and Services representatives. The purpose of this committee will be to improve
24 working conditions and work processes in Customer Communications and Services. The committee
25 will meet regularly and during the planning phase of any project that will impact working conditions.
26 The UNION-appointed representatives on the committee shall be paid by METRO at the appropriate
27 rate.

SECTION 3 – WORK ASSIGNMENTS

1
2 A. The workweek shall consist of five consecutive days, except when an Employee's
3 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
4 workday. Each shift, except where modified by historical practice, will be completed within either a
5 continuous nine hour period with an unpaid one-hour lunch period and will include two paid fifteen
6 minute breaks, or a continuous eight and one-half hour period and will include an unpaid one-half
7 hour lunch and two paid 15-minute breaks.

8 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
9 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
10 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
11 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

12 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
13 hours off between shifts and at least 60 hours off for RDOs.

SECTION 4 – PICKS

14
15 A. Each PSR will select his/her position at a time scheduled in conjunction with
16 Transit Operator picks. Positions at the Sales Counter, Metro Customer Stop and 624-PASS will be
17 available for pick. At pick a volunteer list for qualified PSRs will be posted for backfill purposes for
18 short term vacancies.

19 B. During his/her probationary period, each PSR will receive training in each of the
20 following areas: Sales Counter or Metro Customer Stop and 624-PASS. A PSR will not participate
21 in the pick until his/her training period is completed and s/he is qualified in all work areas. A PSR
22 trainee who completes his/her training and is qualified in all work areas will pick a vacant position by
23 seniority for the remainder of the current shake-up.

24 C. Copies of the proposed pick schedules and shifts will be posted for review 21
25 calendar days prior to the start of the pick. Changes in the posting may not be made less than five
26 days prior to the pick.

27 D. A UNION representative shall be present during the pick.

28 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 will be offered by seniority on a rotating basis from a PSO Employee
8 overtime list. If the list is exhausted or if no PSO Employee on the list is reasonably available,
9 overtime will be offered to eligible CIO Employees by seniority on a rotating basis. If no CIO
10 Employee is reasonably available, METRO may assign overtime to PSO Employees by inverse
11 seniority.

12 B. All hours worked in excess of eight hours in the scheduled workday or work on a
13 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
14 straight-time rate of pay of the classification for actual overtime hours worked.

15 C. Overtime on day shift extending into swing shift shall be paid with no hourly shift
16 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
17 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
18 differential.

19 **SECTION 7 – SPECIAL ALLOWANCES**

20 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
21 graveyard shift.

22 B. A PSO Employee who has gone home after his/her regular shift, and who is called
23 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
24 A PSO Employee called in before his/her scheduled report time and in conjunction with his/her
25 regular shift will be paid for actual hours worked.

26 C. PSRs and Assigned PSRs shall receive a straight-time premium for instructing
27 individuals as follows:

- 28 1. One hour of pay at the PSO Employee's current rate for four hours or less of

1 instruction in one day.

2 2. Two hours of pay at the PSO Employee's current rate for more than four
3 hours of instruction in one day.

4 D. PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour
5 for out of classification work in the CIO.

6 **SECTION 8 – SPECIAL BENEFITS**

7 A. When a PSO Employee is informed during his/her regular shift that overtime in
8 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
9 30-minute unpaid meal period or a 15-minute paid break, upon request.

10 B. When a PSO Employee is called in for emergency work two or more hours prior to
11 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
12 paid break, upon request.

13 C. Each PSO Employee required to work in a transit center or at a satellite customer
14 stop will be provided with a telephone.

15 D. METRO shall maintain a silent alarm system at all METRO-operated PSO
16 counters.

17 **SECTION 9 – VACATION SELECTION**

18 A. Vacations will be picked by seniority as outlined in this Section. Senior
19 Accounting Representatives will pick from a separate vacation list.

20 B. The vacation pick shall be completed by November 15th each year. The vacation
21 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation
22 they are projected to have in their accrual bank at the beginning of the payroll year.

23 C. Vacations may be split into periods of one or more full weeks when this can be
24 arranged at no additional cost to METRO. A PSO Employee may elect to take 50% of his/her
25 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
26 advance by the immediate supervisor.

27 D. A PSO Employee who takes his/her vacation in two or more periods shall select
28 the second period of his/her vacation after all PSO Employees in his/her classification have made

1 their first selection; his/her third selection after all PSO Employees in his/her classification have
2 made their second selection; etc., until all periods of vacation have been selected.

3 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
4 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the
5 vacation pick.

6 F. Any picked vacation periods not used will be offered to other PSO Employees by
7 seniority in the same classification if METRO determines business reasons permit.

8 **SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING**

9 **REPRESENTATIVES**

10 A. Each Assigned PSR shall receive his/her work assignments from METRO and may
11 work less than an eight-hour day and/or 40-hour workweek.

12 B. No regular, full-time, continuous shift in the PSO shall be split during the life of
13 this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR will be
14 required to accept a split shift without mutual agreement between the PARTIES.

15 C. An Assigned PSR, who is on active pay status at least 80 hours in one calendar
16 month, also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which
17 are observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
18 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
19 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR
20 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid
21 at the overtime rate.

22 D. An Assigned PSR will accrue sick leave upon qualification.

23 E. Not more than 25% of all PSO positions shall be Assigned PSRs.

24 F. If the PARTIES agree to split shifts, up to one-third of Assigned PSR shifts may be
25 split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate equivalent to
26 time and one-half for spread time in excess of 10-1/2 hours.

27 G. Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
28 infractions but will not issue discipline or perform formal performance evaluations of PSO

1 Employees.

2 H. Vacancies in the position of Senior Accounting Representative will be filled by a
3 PSO Employee with at least two years of experience as a PSR. When qualifications and experience
4 are equal, continuous service as a PSR will be the determining factor.

5 **ARTICLE 26: TEMPORARY EMPLOYEES**

6 ***SECTION 1 – DEFINITION***

7 A. “Temporary Employee” shall mean a person who is employed for a period of time
8 not to exceed 1040 hours in a rolling twelve-month period. However, Temporary Employees may be
9 used for a maximum period of 2080 hours in a rolling twelve-month period if mutually agreed by the
10 PARTIES.

11 B. “Project Temporary Employee” shall mean a person who is employed for a period
12 of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed the
13 duration of the project, the duration of a backfill for another Employee, or two years, whichever
14 comes first.

15 C. Employees covered by this Article:

16 1. Will not be used to fill regular, Career Service positions until after the
17 process provided in Article 3, Section 13 has been completed.

18 2. Do not become Career Service Employees and must be immediately
19 separated if their employment exceeds the limits established above; otherwise, a contract violation
20 has occurred.

21 3. Shall be considered probationary Employees for the duration of their
22 employment, whose instances of discharge will be covered by Article 4.9.

23 4. Are not subject to the layoff and recall provisions of the AGREEMENT.

24 5. Will be assigned to work locations, shifts, and regular days off by METRO.

25 6. Will either be provided with those tools necessary to perform their jobs, or
26 will receive one-third of the applicable tool allowance in effect at the time for the classification.

27 D. Positions filled by Employees covered by this Article will not be part of the regular
28 pick process for regular Employees.

1 E. METRO and the UNION will periodically meet to discuss the use of Employees
2 under this Article and whether the work should properly be performed by other Employees.
3 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would
4 employ a substantial number of Employees under this article.

5 **SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE**

6 A. A Temporary Employee or Project Temporary Employee who is selected by
7 METRO for a permanent position in the same classification shall serve a six-month probationary
8 period; however, if the Employee has 90 or more days of continuous temporary employment in the
9 classification at the time of selection, the probationary period shall be reduced to three months and
10 s/he will receive a seniority date, vacation service credits and wage progression which reflects his/her
11 continuous service.

12 B. A Temporary Employee or Project Temporary Employee who is separated from
13 METRO and rehired as a permanent Employee within 30 days will not receive seniority or vacation
14 service credits. However, such Employee rehired within a year will receive wage progression credit
15 for time served as a Temporary Employee or Project Temporary Employee.

16 **SECTION 3 – WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES**

17 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
18 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
19 after working more than eight hours in one day, 40 straight-time hours in one workweek, or for hours
20 worked on holidays.

21 B. A Temporary Employee who has less than 60 days of service is not eligible for any
22 Employee benefits.

23 C. A Temporary Employee who is employed for 60 days or longer continuous service
24 and who works full-time shall be eligible, beginning the first of the month following the 60-day
25 anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.

26 D. A Temporary Employee whose employment is extended beyond 1,040 hours in a
27 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
28 start dates of benefits).

1 **SECTION 4 – WAGES AND BENEFITS FOR PROJECT TEMPORARY EMPLOYEES**

2 A. Project Temporary Employees will have seniority only within a group of Project
3 Temporary Employees in the same classification for picking vacation, overtime opportunities, and for
4 forced overtime.

5 B. A Project Temporary Employee may serve as a lead for other Temporary
6 Employees or Project Temporary Employees. Selection for such lead positions shall be based on
7 merit.

8 C. When METRO needs to separate one or more Project Temporary Employees, it
9 will do so in inverse seniority order, unless METRO identifies an operational reason to change that
10 order. METRO will provide the plan for the order of separation to the UNION prior to providing
11 formal notice to the Employees.

12 D. A Project Temporary Employee is eligible for benefits from the date of hire (based
13 on established start dates).

14 **ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

15 **SECTION 1 – MODIFICATION PROVISION**

16 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
17 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
18 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
19 UNION President/Business Representative/designee.

20 **SECTION 2 – SAVINGS CLAUSE**

21 Should any provision of this AGREEMENT be rendered or declared invalid because of any
22 existing or subsequent legislation or by any court decision, the remaining provisions of this
23 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
24 to renegotiate such invalidated provisions to comply with the law.

1 **ARTICLE 28: TERM OF AGREEMENT**

2 This AGREEMENT shall become effective November 1, 2013, and shall remain in full force
3 and effect until October 31, 2016. Not later than August 1, 2016, either party wishing to modify the
4 terms of this AGREEMENT shall notify the other party in writing setting forth their proposal for
5 modification.

6
7 APPROVED this 29th day of April, 2015.

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9
10
11 By: [Signature]
12 King County Executive

13
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15
16 AMALGAMATED TRANSIT UNION
17 LOCAL 587

18 [Signature]
19 Paul J. Bachtel
20 President/Business Representative
21
22
23
24
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EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Operators

Transit Operator	\$30.71
Full-Time Transit Operator Trainee (50% of Top Step Transit Operator)	\$15.36

Vehicle Maintenance

Assistant Utility Service Worker (80% of USW)	\$18.42
Electronic Technician	\$35.15
Equipment Dispatcher	\$30.38
Equipment Painter	\$35.15
Equipment Service Worker - Stores Driver	\$28.53
Equipment Service Worker	\$28.53
*Lead Electronic Technician	\$38.67
*Lead Equipment Painter	\$38.67
*Lead Equipment Service Worker	\$31.38
*Lead Maintenance Machinist	\$38.67
*Lead Mechanic	\$38.67
*Lead Purchasing Specialist	\$33.69
*Lead Sheet Metal Worker	\$38.67
*Lead Transit Parts Specialist	\$32.64
*Lead Vehicle Upholsterer	\$38.67
Maintenance Machinist	\$35.15
Mechanic	\$35.15
Mechanic Apprentice (5 step wage progression)	\$35.15
Metal Constructor	\$35.15
Millwright	\$35.15
Paint Preparation Technician (85% of Equipment Painter)	\$29.88
Purchasing Specialist	\$30.63
Purchasing Specialist-NRV	\$30.63
Senior Stores Clerk	\$28.15
Sheet Metal Worker	\$35.15

1	TITLE	
2	Transit Parts Specialist	\$29.67
3	Utility Service Worker	\$23.02
4	Utility Service Worker (Driver - \$0.70 above USW)	\$23.72
5	Utility Service Worker (Driver CDL- \$1.00 above USW)	\$24.02
6	Vehicle Damage Estimator (10% above Sheet Metal Worker)	\$38.67
7	VM Technical Information Process Specialist III	\$28.15
8	VM Technical Information Process Specialist III Stores	\$28.15
9	Vehicle Upholsterer	\$35.15
10	<i>* 10% above non-lead positions</i>	
11	Facilities Maintenance	
12	Building Operating Engineer	\$35.15
13	Carpenter	\$35.15
14	Equipment Operator	\$30.83
15	Facilities Maintenance Worker	\$22.34
16	Grounds Specialist	\$29.70
17	*Lead Building Operating Engineer	\$38.67
18	*Lead Carpenter	\$38.67
19	*Lead Grounds Specialist	\$32.67
20	*Lead Maintenance Constructor	\$38.67
21	*Lead Maintenance Painter	\$38.67
22	*Lead Maintenance Signage Specialist	\$31.87
23	*Lead Transit Radio And Communication Systems Specialist	\$42.00
24	*Lead Transit Custodian	\$27.60
25	*Lead Utility Laborer	\$30.53
26	Maintenance Constructor	\$35.15
27	Maintenance Painter	\$35.15
28	Maintenance Signage Specialist	\$28.97
29	Purchasing Specialist	\$30.63
30	Transit Custodian I	\$22.75
31	Transit Custodian II	\$25.09
32	Transit Electronics Communication Technician	\$27.46
33	Transit Radio And Communication Systems Specialist	\$38.18

1	TITLE	
2	Utility Laborer	\$27.75
3	*10% above non-lead position	
4	Revenue Coordinators	
5	Revenue Coordinator	\$31.55
6	Special Classifications	
7	Accounting Technician I	\$24.14
8	Accounting Technician II	\$27.41
9	Information Distributor	\$25.43
10	Operations Security Liaison	\$37.76
11	Transfer Room/Warehouse Worker	\$29.67
12	Customer Communications and Services	
13	Assigned Customer Information Specialist	\$26.50
14	Assigned Pass Sales Representative	\$26.50
15	Customer Information Specialist	\$26.50
16	Pass Sales Representative	\$26.50
17	Senior Accounting Representative (Post-Reorganization)	\$29.19
18	Senior Customer Information Specialist	\$29.01
19	Supervisors	
20	*Base Dispatcher/Planner (when working the window)	\$40.62
21	Base Dispatcher/Planner (when working as utility or planner)	\$38.69
22	*Communications Coordinator	\$40.62
23	Schedule Maker	\$38.69
24	Service Supervisor	\$38.69
25	Supervisor-in-Training (90% of Supervisor)	\$34.82
26	Transit Instructor	\$38.69
27	* 5% above Service Supervisor	
28	Schedule Section and OSS Coordinators	
29	OSS Coordinator	\$49.49
30	Scheduling Technical Information Processing Specialist III	\$28.15
31	Senior Schedule Planner	\$49.49
32	Transit Information Planner	\$39.79

1 EXHIBIT B – 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

21

22

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EXHIBIT C – FACILITIES WORKSITE

Classification(s)	Complexes/Work program	Worksite
Equipment Operators		<ul style="list-style-type: none"> • North • South
Custodial	<ul style="list-style-type: none"> • Central 	<ul style="list-style-type: none"> • Central & Atlantic Base/Revenue Processing/Power Distribution • Ryerson/Base Marketing/Transit Control Center/NRV
	<ul style="list-style-type: none"> • East 	<ul style="list-style-type: none"> • East Base • Bellevue Base Van Center
	<ul style="list-style-type: none"> • North 	<ul style="list-style-type: none"> • North Base • North Facilities
	<ul style="list-style-type: none"> • South 	<ul style="list-style-type: none"> • South Base/Safety/Training • South Facilities/Component Supply Ctr/Construction Trailer
	<ul style="list-style-type: none"> • Tunnel/SLUS 	<ul style="list-style-type: none"> • Tunnel/SLUS
Tunnel Trades & Labor Support		<ul style="list-style-type: none"> • Tunnel
Maintenance Constructor Carpenters BOE	<ul style="list-style-type: none"> • Bases & Field 	
	Special Projects	
	Shelter Refurb	<ul style="list-style-type: none"> • North • South
	Shelter Appearance	<ul style="list-style-type: none"> • North • South
	Signage	<ul style="list-style-type: none"> • North • South
	Environmental	<ul style="list-style-type: none"> • South
	Landscape/Grounds Maintenance	<ul style="list-style-type: none"> • North • South

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EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY METRO TRANSIT
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

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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, usually as represented by the RAIL Section, and the UNION. When the term "this AGREEMENT" is used herein, it refers to Exhibit D, the Terms and Conditions of Employment for Rail Employees.

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PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees who work in the RAIL Section. The PARTIES agree that the collective bargaining agreement, of which this AGREEMENT is Exhibit D, does not apply to Employees in the RAIL Section except to the extent that provisions of that agreement, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the PARTIES agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, 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 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

- 1 2. Have a close personal relationship, and
- 2 3. Are jointly responsible for basic living expenses, and
- 3 4. Are not married to anyone, and
- 4 5. Are at least 18 years of age, and
- 5 6. Are not related by blood closer than would bar marriage in the State of
- 6 Washington, and
- 7 7. Are each other's sole domestic partner and are responsible for each other's
- 8 common welfare.

9 CONVENTIONS

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

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

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

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

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

20 The term "Bus", as used in "Bus position", "Bus Employee", etc., shall refer to positions,
 21 Employees, etc., involved in the provision of bus transit services, and excluding RAIL positions,
 22 RAIL employees, etc., involved in the provision of RAIL services.

23 The term "RAIL" shall refer to the Rail Section of METRO as created to operate the light rail
 24 and streetcar service.

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

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

27 The abbreviation "LCC" stands for Link Control Center.

28 The term "Streetcar" shall refer to the South Lake Union Streetcar ("SLUS") and the First Hill

1 Streetcar.

2 The term "Link Light Rail" 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, 2013 through October 31, 2016 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 prescribed
20 by the ATU International. The wearing of such insignia by a UNION member shall not be cause for
21 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.
28

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.

SECTION 8 – JOINT SAFETY COMMITTEE

RAIL will participate in the METRO Joint Safety Committee.

SECTION 9 – JOINT SECURITY STEERING COMMITTEE

RAIL will participate in the METRO Joint Security Steering Committee.

1 **SECTION 10 – COMMITTEE SELECTIONS**

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

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

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

8 **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

9 **SECTION 1 – MERIT SYSTEM**

10 The PARTIES are committed to providing equal employment opportunity for all new
11 applicants for employment, as well as for present Employees. METRO shall recruit, select, and
12 promote employees and/or individuals from the community workforce on the basis of their relative
13 knowledge, skills and abilities, and in accordance with King County's equal employment opportunity
14 and affirmative action policies. Upon request, METRO will inform Employees of the knowledge,
15 skills and abilities that are the subject of interviews or role-plays for UNION positions.

16 **SECTION 2 – NONDISCRIMINATION**

17 Personnel policies concerning hiring and placement, conditions and privileges of
18 employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other
19 related programs are administered on the basis of merit and without regard to an Employee's race,
20 creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status,
21 disability, or liability for service in the Armed Forces of the United States. The PARTIES pledge to
22 comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of
23 1972, the State Law Against Discrimination, and any similar or related federal and state laws and
24 regulations which prohibit discrimination based on an Employee's race, creed, color, religion,
25 national origin, political affiliation, age, sex, sexual orientation, marital status, or disability, except as
26 specifically exempted by a bona fide occupational qualification. Any employee of METRO who
27 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary
28 action.

1 **ARTICLE R3: GENERAL CONDITIONS**

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

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

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

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

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

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

15 ***SECTION 3 – PAYROLL DEDUCTIONS***

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

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

20 A. RAIL will arrange for adequate restrooms to be used by Employees on all Link
21 Light Rail and shall take all reasonable steps to ensure each restroom's sanitary condition. RAIL
22 shall arrange for and designate restroom facilities as near as possible to each LINK terminal, and at
23 least one terminal of the Streetcar line.

24 B. RAIL will provide sanitary and adequate toilet facilities, and a first aid area and
25 required equipment at all permanent work sites.

26 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

5 C. RAIL will not solicit complaints or comments from Employees concerning their
6 wages, hours or material working conditions without the approval of the UNION.

7 **SECTION 6 – DEFECTIVE EQUIPMENT**

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

10 If an Employee receives a fine for speeding and/or defective equipment as described above,
11 METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for litigating the fine.
12 No Employee is eligible for more than \$1,000 of reimbursement during the life of this
13 AGREEMENT. This shall not apply where an Employee was aware of or should have been aware of
14 and failed to report the defective equipment and/or missing equipment for which the fine was issued.

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

16 No Employee shall be required to take a lie detector test or be subject to unlawful
17 surveillance. Random or indiscriminate surveillance will not be made by means of recording
18 equipment and/or telephones without advance consent from the President/Business Representative of
19 the UNION, unless such surveillance is for the security of the public and/or Employees or for the
20 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
21 disciplined for work conduct observed on a security surveillance system, except for conduct
22 constituting a major infraction as listed in Article R4, Section 3.

23 **SECTION 8 – SERVICE LETTER**

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

26 **SECTION 9 – METHOD OF NOTIFICATION**

27 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
28 with an Employee, s/he shall notify the Employee in writing, of the purpose and time limitation for

1 having the meeting. RAIL will take the Employee's work schedule into account when making the
2 request. Any Employee required to meet with his/her immediate supervisor shall be paid for all time
3 spent with the immediate supervisor.

4 **SECTION 10 – SUBCONTRACTING**

5 A. RAIL's choice to use METRO employees to perform RAIL work does not
6 constrain RAIL from selecting outside contractors in other instances.

7 B. Nothing in the AGREEMENT affects the rights and remedies that are available to
8 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
9 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this
10 AGREEMENT.

11 **SECTION 11 – VENDING MACHINE PROCEEDS**

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

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

19 **SECTION 12 – PROBATIONARY PERIOD**

20 Each RAIL Employee shall have a probationary period commencing with his/her date of
21 employment or, if the position requires formal certification, the date of certification. Upon
22 satisfactory completion of probation, the Employee will enjoy all rights of regular Employee status.
23 Any Employee who came from a Bus position to RAIL and who fails probation for any reason, other
24 than committing a major infraction, will be returned to his/her Bus position.

25 A. Rail Supervisors, who came from a Bus Supervisor position, and all other
26 Employees not listed in Paragraph B or C, shall have a six-month probationary period.

27 B. The following classifications shall have a 120-day probationary period: Rail
28 Operator, Streetcar Operator, Streetcar O&M Supervisor, Electromechanic and Streetcar Maintainer.

1 C. Rail Supervisors who did not come from Bus Supervisor positions shall have a
2 twelve-month probationary period.

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

4 Where a vacancy occurs in any position in the UNION which is to be filled by detail or
5 temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall be
6 given first consideration before any outside help is employed. Such vacancy shall be posted and
7 filled in accordance with METRO's Merit System per Article 2, Section 1. Among Employees
8 seeking any such position, seniority shall be considered in filling the position.

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

13 **SECTION 14 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATORY**

14 **(AC) DONATION**

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

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

20 C. Donated vacation, sick leave and AC time become the property of the recipient.
21 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
22 sick leave, and AC time may be donated only to an individual employed by King County who has
23 exhausted or will have exhausted, within five calendar days following receipt of the donation request
24 in the Payroll Section, his/her sick leave, vacation leave and AC time.

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

28 E. If a UNION Employee donates leave to a King County employee who is not

1 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
2 to the recipient of the leave. If a King County employee who is not represented by the UNION
3 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
4 administered by the terms of this Section.

5 **SECTION 15 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR**

6 A. The PARTIES agree that because of the small size of the Streetcar operation, there
7 shall be variations from the usual, customary and historic work jurisdiction rules and practices that
8 have been established in the Bus agreement. RAIL shall generally respect the classification
9 boundaries that are established in the classification specifications for Streetcar jobs; however it is
10 agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be
11 expected to perform work for which s/he has not been adequately trained or which is unsafe.

12 B. If the UNION believes that cross-classification work has exceeded an incidental
13 amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the
14 UNION's concerns over staffing levels and work assignments. Following growth of the Streetcar
15 operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the
16 larger, more established workforce.

17 C. The PARTIES shall convene a Streetcar Joint Labor Management Committee on
18 an as-needed basis by mutual agreement.

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

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

1 **ARTICLE R4: DISCIPLINE**

2 **SECTION 1 – GENERAL**

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

8 B. An Employee called as a witness by METRO, during an investigation or hearing,
9 shall receive regular compensation as set forth in Article R10, Section 11.

10 C. The RAIL Manager is responsible for identifying the procedures governing RAIL
11 Operations. These processes will be defined in the issuance, control and modification of Directives,
12 Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train
13 Orders.

14 D. *The Rulebook*, the official handbook of the Rail section will specify the rules,
15 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.
16 If it is necessary to revise or change *The Rulebook*, the revisions or changes will be discussed with
17 the UNION before implementation. *The Rulebook* will be available at Rail bases.

18 E. Counseling that is given to Employees will not be considered to be discipline and
19 cannot be grieved. If an Employee disagrees with the counseling, s/he should provide a written
20 rebuttal to his/her chief, which will be included in the Employee's personnel file. A UNION-
21 represented Employee will not issue discipline to another UNION-represented Employee.

22 **SECTION 2 – TYPES OF DISCIPLINE**

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

25 B. Oral or written reminders will be given to the Employee by his/her immediate
26 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will
27 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder
28 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge

1 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in
 2 writing, with a copy filed in the Employee's service record within a reasonable time after the
 3 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

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

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

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

13 **A. Major infractions include:**

- 14 • Gross misconduct
- 15 • Insubordination
- 16 • Gross negligence
- 17 • Theft of RAIL funds or property or job related theft
- 18 • Misappropriation - the personal use of RAIL funds or property
- 19 • The use of intoxicants or the odor of intoxicants
- 20 • The use or odor of narcotics or abuse of controlled substances
- 21 • Severe preventable accidents in accordance with the RAIL accident
 22 evaluation point system
- 23 • Late reports, absences, and unexcused absences, in accordance with Section 6
- 24 • Falsification of sick reports
- 25 • Falsification of applications or any other official documents
- 26 • Willful failure to turn in lost articles
- 27 • Willful destruction or damage to RAIL property/possessions
- 28 • Serious or repeated harassment based on a legally protected class (see

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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.

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

1 flagger

2 i. Violation of a Train Order or Special Instruction.

3 j. Violations of any operating rule which requires notification to and
4 permission from LCC prior to proceeding

5 k. Minor Preventable Accident

6 l. Major Preventable Accident (three to five days)

7 m. Operating in excess of the posted speed.

8 n. Failure to check under and around an LRV prior to movement

9 2. Failure of an Employee to recertify his/her Rail Card will result in

10 termination from RAIL and return to his/her previous Bus position with no more than five weekdays
11 of being off work without pay. Unless mutually agreed by the PARTIES, a former FTO will be
12 returned at his/her last base on an assignment mutually agreed by the PARTIES.

13 3. A RAIL Employee discharged for a serious infraction will be returned to
14 his/her former Bus classification on an assignment mutually agreed by the PARTIES. All RAIL
15 infractions shall remain on such Employee's permanent METRO record.

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

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

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

19 Headlight/train light violation, passenger relations, failure to stop for passengers, failure to unload
20 passengers, failure to report a traffic violation, out of uniform violation, smoking in a RAIL facility
21 or vehicle.

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

24 1. First minor infraction – Oral Reminder.

25 2. Second minor infraction – Written Reminder.

26 3. Third minor infraction – Appropriate discipline for the severity of the
27 infraction, which could include a two-day suspension.

28 4. Fourth minor infraction – Five-day suspension.

1 5. Fifth minor infraction – Discharge.

2 **SECTION 5 – TRAINING**

3 Training may be required where it is deemed by management to be beneficial. An order to
4 participate in training is not punitive.

5 **SECTION 6 – REMOVING INFRACTIONS**

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

14 **SECTION 7 – MISSES-RAIL OPERATORS, STREETCAR OPERATORS, RAIL**
15 **SUPERVISORS AND O&M SUPERVISORS**

16 A. The PARTIES recognize that RAIL provides an essential public service and that
17 Employees have the responsibility and the obligation to report for all assignments unless previously
18 excused.

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

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

23 D. For Rail Operators and Rail Supervisors, misses include late reports, unexcused
24 absences and absences. All misses shall be recorded. Unexcused absences recorded in a four-month
25 period shall be subject to the following controls:

- 26 • First – Informational Notice.
27 • Second – Oral Reminder.
28 • Third – Written Reminder and the Employee will be offered a program of

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

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

8 • Fifth – Discharge, unless RAIL determines that there are circumstances
 9 which cause a greater suspension to be appropriate such as the first instance
 10 of consecutive days of unverified sick leave.

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

12 • First through third – Informational Notice.

13 • Fourth – Oral Reminder.

14 • Fifth – Written Reminder and the Employee will be offered a program of

15 assistance from both PARTIES in developing a plan to improve attendance. This program will
 16 include a referral to the Employee Assistance Program. The METRO unit superintendent/chief and
 17 UNION Officer/designee will meet with the Employee to write the details of the program, which will
 18 be specific to the Employee.

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

22 • Seventh – Five-day suspension.

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

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

27 2. The Employee will be offered a program of assistance from the PARTIES
 28 in developing a plan to improve attendance. This program will include a referral to the Employee

1 Assistance Program. The METRO Unit superintendent/chief and UNION Officer/designee will meet
2 with the Employee to write the details of the program, which will be specific to the Employee.

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

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

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

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

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

17 G. Four consecutive workdays of absence without leave will be considered a
18 resignation.

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

26 I. Misses for Rail Operators, Streetcar Operators, O&M Supervisors and Rail
27 Supervisors include:

28 1. Unexcused Absence – Failure to report within one hour after designated

1 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before
2 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
3 for the day.

4 2. Late Report – Reporting to work late from one minute up to one hour after
5 designated report time.

6 3. Absence – An unexcused absence which has been changed to an absence.

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

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

12 L. The procedure for late reports and absences for Rail and Streetcar Operators shall
13 be as follows:

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

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

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

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

27 5. If an Operator on late report fails to report to the Dispatcher/Planner after
28 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the

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

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

11 M. The procedures for changing misses to absences or excused absences shall be as
12 follows:

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

17 2. For a Rail Operator, Streetcar Operator, O&M Supervisor or Rail
18 Supervisor, a request for a miss to be changed to an absence or excused absence must be presented, in
19 writing, to the immediate supervisor, within five workdays of the occurrence. The immediate
20 supervisor shall determine whether the miss shall be reduced to an absence or excused absence.

21 N. The procedures for Rail Operators, Streetcar Operators, O&M Supervisors or Rail
22 Supervisors going on or coming off the sick list shall be as follows:

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

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

1 The immediate supervisor shall determine whether the circumstances warrant a change from an
2 unexcused absence. However, the unexcused absence will be excused in all cases where the
3 Employee received medical treatment and was unable to report the absence as required.

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

8 O. The immediate supervisor can assign a Rail Supervisor work, paying only for
9 actual time worked.

10 **SECTION 8 – PROBATIONARY EMPLOYEES**

11 A. Except as modified elsewhere in this AGREEMENT, the discipline of
12 probationary Employees is the sole responsibility of RAIL.

13 B. Except as noted below for former Bus Employees, probationary Employees who
14 are not satisfactory, in the judgment of RAIL, will be discharged from METRO.

15 C. A RAIL Employee who has come from Bus and who is not satisfactory, in the
16 judgment of RAIL or quits RAIL during probation, shall be returned to his/her former Bus position.
17 Operators will be returned to their last picked base per Article 15, Section 5, Paragraph G of the Bus
18 agreement. The Employee will not be off work without pay for more than five weekdays. Any RAIL
19 infractions will remain on his/her METRO record. This Paragraph does not apply to a RAIL
20 Employee who is discharged for committing a major infraction.

21 D. A RAIL Operator who comes from Bus and is required to have a Rail Card, and
22 who fails to recertify his/her Rail card will be removed from RAIL and returned to Bus. Unless
23 mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section
24 5, Paragraph G of the Bus agreement. The Employee will not be off work without pay for more than
25 five weekdays.

26 E. Discharges and removals during the probationary period are not subject to the
27 grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon
28 request, have the right to a termination review. The termination review must be requested within 15

1 days of the notification of discharge. RAIL will schedule the termination review and respond to the
2 UNION, in writing, within a reasonable time.

3 **SECTION 9 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE**

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

6 **SECTION 10 – WRONGFULLY SUSPENDED OR DISCHARGED**

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

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

15 **ARTICLE R5: GRIEVANCE AND ARBITRATION**

16 **SECTION 1 – GRIEVANCE PROCEDURE**

17 A. Employee grievances concerning the interpretation and application of this
18 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except
19 as outlined in Paragraph D. A "grievance", as used in this AGREEMENT, shall mean a claim by an
20 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning
21 the proper application or interpretation of this AGREEMENT.

22 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
23 specified in Article R8, Section 4, the time limit will be extended until 5:00 p.m. on the following
24 business day. Time limits defined in this Section may be extended by a written agreement between
25 the PARTIES. However, should either party breach the time limitation, that party shall forfeit all
26 rights and claims to the grievance; and the grievance shall be considered resolved in the other party's
27 favor; it being understood that such forfeiture does not decide the merits or establish a precedent.

28 This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the response

1 deadline, the UNION has the right to move the grievance to the next step. If the UNION fails to
2 move the grievance to the next step by the deadline or notify RAIL of its intent to not pursue the
3 grievance, RAIL will send a written notice requiring the UNION to respond or withdraw within 30
4 days of the notice.

5 C. Employees are encouraged to meet, whenever possible, with their chief or
6 supervisor/superintendent to discuss their claim that the contract has been violated prior to filing a
7 formal grievance. If an Employee initiates such a conversation, s/he must understand that the
8 timeline for filing a grievance is only extended if it is done by mutual written agreement with a chief
9 or unit supervisor/superintendent.

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

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

23 **Step 2:** The grievance shall be presented to the manager/designee. Thereafter,
24 the manager/designee shall meet with the Employee and the UNION Business
25 Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2
26 referral, unless a later date is mutually agreed by the PARTIES. If a grievance involves discipline,
27 the person who issued the discipline will not conduct the meeting. METRO shall, within 10 days
28 following the meeting, notify the UNION in writing of its decision. The UNION Business

1 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.
2 Such referral must be in writing.

3 **Step 3:** The grievance shall be presented to Transit Human Resources.
4 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee
5 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO
6 personnel for the purpose of resolving the grievance. The meeting shall be held within 15 days after
7 receipt of the Step 3 referral, unless a later date is mutually agreed by the PARTIES. METRO shall,
8 within 10 days from the meeting, notify the UNION in writing of its decision. If no agreement can be
9 reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by
10 notifying Transit Human Resources in writing. Such referral must be sent by registered mail,
11 certified mail or fax, within 60 days after the UNION receives the Step 3 decision.

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

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

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

1 personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after
2 receipt of the Step 2 referral, unless a later date is mutually agreed by the PARTIES. A written
3 decision shall be sent to the UNION within 10 days after the meeting. If no agreement can be
4 reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by
5 notifying Transit Human Resources in writing. Such referral must be sent by registered mail,
6 certified mail or fax within 60 days after the UNION receives the Step 2 decision.

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

12 **SECTION 2 – ARBITRATION PROCEDURE**

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

18 1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators
19 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list
20 referred in Article 5, Section 2, Paragraph A.1 of the Bus agreement.

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

27 3. The selected impartial arbitrator may hear more than one case, if mutually
28 agreed by the PARTIES, provided said arbitrator hears and decides each case independently before

1 proceeding to the next case.

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

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

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

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

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

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

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

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

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

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

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

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

10 **SECTION 3 – EXPEDITED ARBITRATION**

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

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

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

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

1 the AGREEMENT;

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

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

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

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

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

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

16 **ARTICLE R6: SENIORITY**

17 ***SECTION 1 – CALCULATING SENIORITY***

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

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

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

28 D. For the purpose of seniority, PTO, FTO, Rail Operator and Streetcar Operator shall

1 be considered separate classifications. All certified Rail Operators will have seniority based on their
2 respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have seniority
3 based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be separate
4 classification seniority for both Streetcar and Rail Operators established as follows:

5 1. Streetcar Operators will have classification seniority separate from other
6 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31,
7 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.

8 2. Rail Operators will have classification seniority separate from other
9 Operators based on FTO seniority. Anyone hired into the position of Rail Operator after October 31,
10 2012, shall have Rail Operator seniority based on date of hire as a Rail Operator.

11 E. Bus Supervisors and Rail Supervisors will have separate classification seniority,
12 within the respective section (Bus or Rail). Rail Supervisor seniority will be determined by the date
13 of original hire as a Rail Supervisor or Rail Supervisor-in-Training.

14 F. Streetcar O&M Supervisors will have seniority separate from other Supervisors.
15 The first four O&M Supervisors have seniority based on their original date of hire into METRO.
16 Subsequent hires will have seniority based on date of hire into this classification.

17 G. Seniority in all other Rail classifications shall be established by date of hire into
18 that Rail classification, with ties broken per Paragraphs A and B.

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

22 I. An Employee who has had a non-disciplinary medical termination and who returns
23 to his/her same classification within three years from the date of termination shall be reinstated to the
24 seniority that s/he previously held. An Employee who has had a non-disciplinary medical
25 termination and who returns to his/her same classification beyond three years from the date of
26 termination will have his/her seniority in the job classification start on the date of his/her rehire. This
27 provision shall be effective on the date of execution of this AGREEMENT and shall not be applied
28 retroactively.

1 J. Temporary Employees will be governed by the provisions of Article R23.

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

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

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

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

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

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

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

22 A. The PARTIES recognize the value provided to Employees by having detail and
23 upgrade opportunities available. The PARTIES also agree that detail and upgrade opportunities
24 should balance the desire of Employees to prepare for promotional opportunities with the need to
25 have an Employee accumulate experience in a position in order to be effective in that position.

26 B. An Employee, who is detailed or upgraded to work on a capital improvement
27 project, shall return to his/her regular position on a date mutually agreed by the PARTIES prior to the
28 start of the detail or upgrade. No detail or upgrade to a position outside the UNION, except for a

1 capital improvement project will exceed one year.

2 C. Any Employee who is in a detail or upgrade position for at least 90 days shall be
3 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
4 another position.

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

7 **SECTION 4 – SENIORITY LISTS**

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

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

18 **SECTION 5 – COMMITMENT TO RAIL**

19 A. Per the rules below, Rail or Streetcar Employees may return to Bus classifications.
20 Right of return will be by classification seniority. Returning Employees will be integrated into the
21 next Bus pick for their classification.

22 1. Annually, on a date established by METRO, Rail Operators or Streetcar
23 Operators may declare that they wish to return to FTO positions. No more than 10% of the
24 Employees in the Rail Operator classification or Streetcar Operator classification, respectively, will
25 be allowed to return to FTO positions at that time. Additional Employees may be allowed to return to
26 FTO positions at METRO's sole discretion.

27 2. FTOs who have satisfactorily completed Rail or Streetcar training and have
28 left Rail or Streetcar in good standing may fill up to 20% of the Rail Operator or Streetcar Operator

1 positions, respectively. Returning Rail or Streetcar Operators will be required to successfully
2 complete recertification. FTOs may not otherwise exercise their seniority to bump Rail or Streetcar
3 Operators from their positions.

4 3. Annually, on a date established by METRO, Rail Supervisors may
5 announce their intentions to return to Bus Supervisor positions. No more than 20% of Rail
6 Supervisors may return to Bus Supervisor classifications at that time. This option is available only to
7 those Rail Supervisors who were previously Bus Supervisors.

8 4. Bus Supervisors who have previously qualified as Rail Supervisors and left
9 in good standing may fill up to 20% of the Rail Supervisor positions. Returning Rail Supervisors will
10 be required to successfully complete recertification. Bus Supervisors may not otherwise exercise
11 their seniority to bump Rail Supervisors from their positions.

12 5. Electromechanics can return to their former classification at any time by
13 mutual agreement between the PARTIES.

14 6. Following Rail training and probation, Facilities Employees who have
15 moved to Way, Power and Signals positions may request to return to their Bus classification. Such
16 Employees will be returned if Rail is willing to release the Employee and Bus is willing to accept the
17 Employee.

18 7. Annually, on a date established by METRO, Streetcar O&M Supervisors or
19 Streetcar Maintainers may declare that they wish to return to Bus positions. Each year, the number of
20 Streetcar O&M Supervisors or Streetcar Maintainers who shall be allowed to return to Bus positions
21 shall be limited to 10% of the Employees in the O&M Supervisor or Streetcar Maintainer
22 classifications, respectively with a minimum of one Employee for each classification. Additional
23 Employees may be allowed to return to Bus at METRO's sole discretion.

24 8. Any Employee who fails Streetcar training or Streetcar probation, or returns
25 to Bus in any manner other than through the annual system, shall not be permitted to return to
26 Streetcar for two years, except at METRO's discretion.

27 B. Any Employee who fails Rail or Streetcar training, probation or recertification, for
28 any reason other than a major infraction, will be returned to his/her previous Bus classification.

1 **ARTICLE R7: LAYOFF AND RECALL**

2 ***SECTION 1 – REASON FOR LAYOFF***

3 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
4 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days
5 or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for
6 layoff may continue to be employed by METRO. If a reduction in the work force should prove
7 unavoidable and provisions cannot be made to retain affected Employees at different job
8 classifications within METRO, then such Employees will be referred to the King County Career
9 Support Services Section. Should the King County Career Support Services Section cease to exist or
10 to provide the necessary services, the PARTIES will form a relocation task force to seek alternate
11 gainful employment for affected Employees.

12 ***SECTION 2 – METHOD OF REDUCTION***

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

15 B. A laid-off Employee who has attained regular status in another job classification
16 may displace a less senior Employee in such classification, provided that the laid-off Employee has
17 obtained all necessary certifications to perform the duties of such classification. No Employee shall
18 be placed into a classification from which the Employee has demoted or failed to complete the
19 probationary period. A laid-off Employee who exercises the right to return to a previous position will
20 be reinstated to the position in classification seniority order which s/he had previously held, except as
21 provided in Article R6, Section 2, Paragraph E.

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

23 A. An Employee shall be eligible for reinstatement for 24 months following layoff
24 and shall be recalled to service in the order of his/her classification seniority. To be eligible for
25 reinstatement, a laid-off Employee must keep METRO informed of his/her current address.
26 METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to
27 the most recent address supplied by the laid-off Employee. A laid-off Employee must notify
28 METRO within 15 days after such reinstatement offer has been mailed by METRO and report for

1 work at the time and place stipulated in the notice.

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

5 **ARTICLE R8: HOLIDAYS**

6 ***SECTION 1 – RAIL OPERATORS, STREETCAR OPERATORS AND RAIL***

7 ***SUPERVISORS***

8 Eligible Employees in the classifications of Rail Operator, Streetcar Operator and Rail
9 Supervisor shall be granted the eleven holidays specified in Section 3 as days off with eight hours
10 pay. An Employee who is on RDO or vacation on the day of observance shall receive eight hours
11 AC time. An Employee who works on the day of observance, as a part of his/her regular work
12 schedule, will receive eight hours pay for such day and will receive AC time for all time worked,
13 calculated in the method provided in this AGREEMENT for work performed on non-holidays.

14 ***SECTION 2 – OTHER EMPLOYEES***

15 A. Eligible Employees, except Employees in the classifications of Rail Operator,
16 Streetcar Operator and Rail Supervisor, shall be granted the eleven holidays specified in Section 3, as
17 days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance,
18 shall receive eight hours AC time. An Employee who works on the day of observance, as part of
19 his/her regular work schedule, will receive eight hours pay for such day and will receive AC time at
20 the rate of time and one-half for all time worked.

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

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1 **SECTION 3 – DAYS OF OBSERVANCE**

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

6 New Year's Day	Labor Day
7 Martin Luther King Junior Day	Veterans Day
8 Lincoln's Birthday	Thanksgiving Day
9 Presidents' Day	Mark McLaughlin Day (Day after Thanksgiving)
10 Memorial Day	Christmas Day
11 Independence Day	

12 **SECTION 4 – PERSONAL HOLIDAY**

13 A. Each Employee, except FLSA-exempt Employees, may choose one personal
14 holiday per payroll year.

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

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

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

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

24 C. An Employee must complete the initial 90 calendar days of employment before
25 taking a personal holiday, except former Bus Employees.

26 **SECTION 5 – SHIFT DIFFERENTIAL**

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

1 **SECTION 6 – ELIGIBILITY**

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

4 1. Be on the payroll the scheduled workdays immediately before and after the
5 holiday; and;

6 2. Not have received an unexcused absence on a scheduled workday
7 immediately before or after the holiday.

8 **ARTICLE R9: VACATION**

9 **SECTION 1 – VACATION ENTITLEMENT**

10 A. Paid vacation accruals shall be granted to eligible Employees based upon straight-
11 time hours paid. Vacation accrual credit will be given to Employees for unpaid time off granted by
12 METRO to conduct official UNION business, except as limited by Article R10, Section 3.

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

15 C. The applicable accrual rate for all RAIL Employees will be based upon years of
16 active service since the Employee's most recent date of employment with METRO. A RAIL
17 Employee who comes from a Full-Time Bus position will retain his/her vacation accrual date. PTO
18 vacation accrual credit will be carried over from METRO in the manner historically counted by
19 METRO.

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

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

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1 F. Vacation Accrual Table

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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 Carryover 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

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17 G. Each Employee shall be paid for accrued vacation to a maximum of eight hours

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

19 H. Until the beginning of the 2016 payroll year, an Employee may take any vacation

20 earned in a payroll year, in the next payroll year. At the beginning of the 2016 payroll year,

21 Employees will accrue vacation each payroll period, and that vacation, along with un-picked

22 vacation, will be available for use as provided in the AGREEMENT and the practices of the

23 PARTIES.

24 I. An Employee, who is receiving Workers' Compensation supplemental benefits for

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

26 K. Employees shall not be eligible to take or be paid for vacation leave until they

27 have successfully completed their first six months of service with METRO, and if they leave

28 METRO prior to successfully completing their first six months of METRO service, shall forfeit and

1 not be paid for accrued vacation leave.

2 **SECTION 2 – SCHEDULING VACATIONS**

3 A. RAIL will arrange with Employees to take their vacations during the calendar year
4 at such time as will minimize the necessity of calling substitutes to carry on regular work. When a
5 holiday that an Employee normally would have received falls within his/her vacation period, such
6 Employee shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of
7 holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere
8 with the function of RAIL; but which accommodate the desires of the Employees to the greatest
9 degree feasible.

10 **SECTION 3 – SELECTION OF VACATIONS**

11 Selection of vacation shall be by RAIL seniority within the work group the Employee is
12 working. Employees may only pick vacation hours they have accrued at the time of the vacation
13 pick.

14 **SECTION 4 – VACATION CARRY OVER**

15 A. A Rail Operator may carry over vacation based on the following schedule:

Completed Calendar Years of Service	Days Allowed To Carry Over Each Year
1 - 4	2
5 - 9	3
10 - 14	4
14 +	5

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

25 B. For all Employees, the number of vacation hours carried over shall not exceed the
26 maximum carryover hours in Section 1.F Column 6 above.

27 C. Any vacation that is accrued in excess of the allowable carryover amounts in
28 Article R9, Sections 1(G) Column 6 and 4(B) shall be considered “use it or lose it”. This means that

1 any vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be
2 forfeited and removed from the Employee's vacation balance.

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

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

9 **SECTION 5 – VACATION CASH OUT**

10 A RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to
11 cash out a portion of his/her vacation, provided s/he picks a minimum of 80 hours of vacation. Once
12 a year, during the first vacation pick of the year for an Employee's work unit, an Employee may elect
13 to cash out a minimum of eight hours up to a maximum of 60 hours of their current vacation balance.
14 Employees may elect to receive the cash out payment following the first vacation pick of the year
15 and/or following November 1, provided each payment is at least eight hours.

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

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

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

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

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

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

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

2 An Employee elected to full-time UNION office, who takes an extended leave of absence
3 under the provisions of Article R10, Section 3, shall be paid for whatever vacation s/he has earned by
4 the effective date of leave before taking such leave. Alternatively, s/he may retain credit for all
5 accumulated vacation, to be used after the leave of absence, in accordance with the procedures
6 contained in Article R10, Section 3. However, should such UNION Officer not resume his/her
7 employment with METRO, s/he will be paid at the rate in effect when the leave of absence began.

8 **ARTICLE R10: LEAVES OF ABSENCE**

9 **SECTION 1 – GENERAL**

10 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as
11 limited by this AGREEMENT. At RAIL's option, such unpaid leaves of absence, not to exceed one
12 calendar year, may be granted, for reasons other than those described in this Article. A reasonable
13 amount of compassionate leave will be available to Employees under warranting circumstances as
14 determined by RAIL. Requests must be submitted in writing to an Employee's immediate supervisor
15 before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to
16 accept employment with another employer, except leaves for union business or leaves for
17 government service in the public interest. The decision to grant or deny an unpaid leave of absence is
18 not subject to the grievance/arbitration procedures in Article R5.

19 **SECTION 2 – BEREAVEMENT LEAVE**

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

1 verification requirements as specified in Article R11, Section 1.

2 B. An Employee on bereavement leave will be paid his/her regular rate of pay for
3 days on bereavement leave. Such pay shall be based on the Employee's regular assignment to a
4 maximum of eight hours per day, except as provided in Article R13.

5 **SECTION 3 – UNION BUSINESS**

6 A. Pay for time granted to an Employee for a leave of absence to conduct UNION
7 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT
8 relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is
9 on UNION business leave to a maximum of 30 calendar days during each calendar year. For UNION
10 business leave in excess of the 30 calendar days, no benefits shall accrue (i.e., vacation and sick
11 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
12 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
13 shall be included only if the Employee was on UNION business leave the day preceding and the day
14 after the RDO/holiday.

15 B. RAIL may authorize compensation for UNION Executive Board Officers who are
16 performing work-related business.

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

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

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

26 F. The UNION agrees to provide METRO with correct lists of all UNION Officers,
27 Stewards, and committee members as soon as practicable after the effective date of this
28 AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any

1 UNION election or appointment.

2 G. During days of general UNION election, additional members not to exceed seven
3 shall be granted leave to act as tellers.

4 **SECTION 4 – JURY DUTY**

5 A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
6 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
7 duty and submits proof of report for same, s/he shall receive time off with pay at his/her regular rate
8 of pay for his/her regular assignment, not to exceed eight hours per day for each day served.
9 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for
10 travel expenses may be retained by the Employee.

11 B. Any Employee excused from jury duty less than four hours after his/her jury duty
12 reporting time, shall promptly notify his/her immediate supervisor and may be required to report back
13 to work. An Employee also shall have at least twelve hours off between the completion of his/her
14 scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes
15 before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report
16 time.

17 C. Except as provided above, no Rail or Streetcar Operator shall be required to report
18 back to work. Such Operator may accept work if work is available.

19 **SECTION 5 – MILITARY LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

2 A. An Employee may take up to a combined total of 18 weeks of unpaid leave for
3 his/her own serious health condition (as defined by the King County Personnel Guidelines), or for
4 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month
5 period. To be eligible for leave under this Section, an Employee must have been employed by King
6 County for twelve months or more and have worked a minimum of 1,040 hours in the preceding
7 twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in
8 whole or partial days as needed).

9 B. Intermittent leave is subject to the following conditions:

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

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

19 **SECTION 9 – LEAVE USAGE**

20 A. Sick leave usage: In addition to those circumstances outlined in Article R11,
21 Section 1, Employees may use sick leave to care for family members provided the following two
22 conditions are met:

23 1. The Employee has been employed by King County for twelve months or
24 more and has worked a minimum of 1,040 hours in 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 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.

24 **SECTION 11 – WITNESS LEAVE**

25 **A.** Any Employee called as a witness on behalf of METRO during an investigation or
26 trial shall receive regular compensation.

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

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

4 **ARTICLE R11: SICK LEAVE**

5 ***SECTION 1 – PROCEDURES***

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

- 8 1. The Employee's bona fide illness or non-occupational injury.
- 9 2. Supplemental payment for an occupational injury when payments, as
10 specified in Article R12, Section 7, are exhausted.
- 11 3. A part-time Employee's occupational injury for up to three calendar days
12 immediately following the injury.
- 13 4. To care for the Employee's child if the following conditions are met:
 - 14 a. The child is under the age of 18.
 - 15 b. The Employee or the Employee's spouse/domestic partner is the
16 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in
17 place of the parent to the child.
 - 18 c. The Employee's child has a health condition requiring the
19 Employee's personal supervision during the hours of his/her absence from work.
 - 20 d. The Employee actually attends to the child's care during the absence
21 from work.
- 22 5. The care of an Employee's adult family member whose health condition
23 requires the Employee's personal supervision during his/her absence from work.
- 24 6. The Employee's personal appointment with a licensed health care provider.
- 25 7. Domestic violence leave that satisfies the conditions of RCW 49.76. An
26 Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave
27 and other paid time off, compensatory time, or unpaid leave time.

28 B. Absences for sick leave must be reported at least 30 minutes before the Employee

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

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

7 D. Each Employee who uses paid sick leave, or who takes other time off for a reason
8 permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the
9 Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands use
10 of sick leave in a manner inconsistent with Paragraph A constitutes a falsification of a sick report,
11 which is a major infraction per Article R4, Section 3. A certification will be turned in within five
12 calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide
13 the certification shall receive an unexcused absence for each day or partial day of absence for which
14 there is no signed certification.

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

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

28 F. An Employee who abuses sick leave may be subject to discipline. In addition to

1 the discipline, such Employee may be required to provide medical verification of all sick leave use
2 for a maximum period of one year from the most recent date of disciplinary action. METRO will not
3 consider approved FMLA/KCFML leaves in assessing discipline.

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

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

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

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

20 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
21 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
22 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
23 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
24 under the 250-hour threshold as the result of an illness/injury.

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

26 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
27 of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No
28 Employee shall be entitled to sick leave with pay during the first 30 days of employment, except

1 those former Bus Employees, or as may be provided by the Washington Family Care Act, RCW
2 49.12.270. There shall be no limit on the amount of sick leave that can be accumulated.

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

4 A. An Employee shall receive sick leave pay only for hours missed from a regular
5 assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each
6 workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day
7 missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time
8 Employee working a 4/40 schedule will be paid sick leave in accordance with Article R13, Section 8.

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

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

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

18 E. An Employee who is receiving Workers' Compensation supplemental benefits for
19 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in
20 Article R12, Section 7. An Employee will continue to accrue sick leave on straight-time hours
21 missed, up to a maximum of 90 workdays for each industrial injury.

22 F. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick
23 leave.

24 **SECTION 4 – USE OF AC TIME**

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

28

1 **SECTION 5 – RESERVE SICK LEAVE**

2 Rail Employees employed with METRO as of November 1, 1977, were credited with a
3 balance of sick leave known as reserve sick leave. Such reserve sick leave may be used only for an
4 illness during which the Rail Employee is hospitalized as an inpatient for at least 24 hours. No sick
5 leave shall be transferred from such reserve account to the active account. All regular sick leave in
6 the active account must be exhausted before sick leave in the reserve account may be used. The
7 provisions of Section 3, Paragraph C shall apply to reserve sick leave.

8 **ARTICLE R12: BENEFITS**

9 **SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY**
10 **BENEFITS**

11 A. King County presently participates in group medical, dental, vision, life, and long-
12 term disability insurance benefit programs. These programs, and the level of METRO premium
13 contribution to these programs is determined by the Joint Labor-Management Insurance Committee
14 (JLMIC). The JLMIC is comprised of representatives from King County and its labor unions. The
15 JLMIC's function shall be to review, study and make recommendations relative to existing medical,
16 dental, vision, life, and long-term disability insurance programs. King County agrees to continue the
17 JLMIC.

18 B. All regular Employees and their dependents will be covered by the medical, dental,
19 vision, life, and long-term disability plans developed by the JLMIC. METRO agrees to maintain the
20 level of benefits as provided by these plans and pay premiums as described in these programs through
21 2016. Benefits for 2017 will be the same unless modified by the JLMIC, in which case the UNION
22 may negotiate alternative benefits.

23 C. The PARTIES agree to incorporate changes to Employee insurance benefits which
24 King County may implement as a result of the agreement of the JLMIC, but otherwise METRO will
25 not make unilateral changes to existing benefits.

26 D. An Employee will be eligible for the insurance benefits on the first calendar day of
27 the month following his or her hire date or the day after his or her qualification date, whichever is the
28 later date. However, if the later date is the first calendar day of the month, the Employee will be

1 eligible for the insurance benefits on that date.

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

5 **SECTION 2 – MEDICAL BENEFITS – RETIREES**

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

10 **SECTION 3 – SHORT-TERM DISABILITY**

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

14 **SECTION 4 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

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

19 **SECTION 5 – PERSONAL PROPERTY LOSS BENEFIT**

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

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

23 and,

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

28 3. The Employee makes a robbery, theft or assault report to the Police

1 Department; and,

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

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

6	Item	Maximum Value
7	Watch	\$55.00
8	Uniform clothing	replacement
9	Wallet	\$25.00
10	Bag	\$55.00
11	Purse	\$35.00
12	Driver's License	replacement
13	Employee Transit Pass	replacement
14	Rail Certification Card	replacement
15	Prescription Eyeglasses	\$200.00

15 **SECTION 6 – TRANSIT PASS**

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

17 **SECTION 7 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE**

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

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

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

28

1 The percentage shall be as follows:

- 2 a. For the first 60 workdays missed – 100%.
- 3 b. For the next 60 workdays missed – 90%.
- 4 c. For the next 140 workdays missed – 80%.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **SECTION 8 – LEGAL DEFENSE**

26 Whenever an Employee is named as a defendant in civil action arising out of the performance
27 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
28 shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee,

1 furnish counsel to represent such Employee to a final determination of the action, without cost to
2 such Employee.

3 **SECTION 9 – COMMERCIAL DRIVERS LICENSE**

4 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
5 who are required by RAIL to have a CDL or wish to maintain their CDL.

6 **SECTION 10 – GENERAL CONDITIONS**

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

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

11 C. METRO shall not make its monthly contribution for medical, dental, group life
12 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence
13 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
14 medical leave laws or Article R10, Section 3, Paragraph B.

15 **SECTION 11 – ACCUMULATED COMPENSATORY TIME**

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

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

22 C. AC time in excess of 80 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 12 – 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.

16 **ARTICLE R13: 4/40 ASSIGNMENTS**

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

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

21 B. Each 4/40 Employee shall be subject to the provisions of this Article, which shall
22 supersede any conflicting provisions elsewhere in this AGREEMENT.

23 ***SECTION 2 – REGULAR DAYS OFF***

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

26 ***SECTION 3 – HOLIDAYS***

27 Each 4/40 Employee shall be granted the same holidays as other Employees in his/her
28 classification. An Employee who is on RDO or vacation on the day of observance, will receive eight

1 hours of AC time at the straight-time rate. An Employee who works on the day of observance, as
2 part of his/her regular work schedule, will receive eight hours AC time at the rate specified in Article
3 R8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the
4 Employee's regular day to work, but the Employee is not scheduled to work, the Employee will
5 receive ten hours of holiday pay.

6 ***SECTION 4 – PERSONAL HOLIDAY***

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

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

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

12 ***SECTION 6 – BEREAVEMENT LEAVE***

13 A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two
14 hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who
15 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted
16 additional time off in accordance with Article R10, Section 2 will be paid ten hours sick leave, AC
17 time and/or vacation per workday for up to three additional days.

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

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

23 ***SECTION 8 – SICK LEAVE***

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

26 ***SECTION 9 – DISABILITY***

27 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
28 disability according to hours normally scheduled to work. For any full weeks of disability, such

1 Employee shall be considered as if s/he is an eight hour per day, five day per week Employee.

2 **SECTION 10 – OVERTIME**

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

6 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

7 Employees will be provided with a minimum 30-days notice prior to cancellation of a 4/40
8 shift, except in Rail Operations. The availability of 4/40 shifts shall be determined by RAIL.

9 **ARTICLE R14: RATES OF PAY**

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

11 A. Effective on the start of the pay period that includes November 1, 2013, the top
12 hourly wage rate for each job classification will be as shown in Exhibit RA. These wages shall be
13 effective until the pay period that includes October 31, 2014. The wages in Exhibit RA reflect a
14 1.67% increase from the expiration of the prior collective bargaining agreement, which is derived
15 from the cost of living formula in Section 2 below.

16 B. Wage progressions are as follows:

17 1. Except for Rail Supervisors and Rail Supervisors-in-Training, each job
18 classification will have five step increments as follows: first step will be 70% of the top rate of the
19 classification; upon completion of twelve months, the second step will be 80%; upon completion of
20 the next twelve months, the third step will be 90%; upon completion of the next six months, the
21 fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A
22 new hire in the position of Rail Supervisor, Electromechanic, Streetcar Maintainer Maintenance
23 Service Center (MSC) Worker, Track and Right of Way (ROW) Maintainer, Rail Facilities Mechanic
24 and Signal and Communications Technician may be hired above the first step and up to the top step
25 at METRO's sole discretion. The UNION will be notified of each hire at above entry step.

26 2. Rail Supervisors-in-Training will have two step increments as follows: first
27 step will be 85% of the top pay rate for the Rail Supervisor classification. Upon completion of six
28 months, the second step will be 90% of the top pay rate for the Rail Supervisor classification. Rail

1 Supervisors will have five step increments as follows: first step will be 90% of the top rate of the
 2 classification; upon completion of six months, the second step will be 92.5%; upon completion of the
 3 next six months, the third step will be 95%; upon completion of the next six months, the fourth step
 4 will be 97.5%; and upon completion of the next six months, the fifth step will be 100%.

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 – COST OF LIVING**

12 A. In addition to the wage increase for November 1, 2013 set out in Article R14,
 13 Section 1(A), there will be two cost-of-living adjustments payable on the start of the pay period that
 14 includes November 1, 2014, and November 1, 2015.

15 B. All cost-of-living adjustments will be based on the annual average growth rate of
 16 the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
 17 Clerical Workers (CPI-W, July of the previous year to June of the current year). These adjustments
 18 will be based on the following formula:

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

19
20
21
22
23
24 Y = Current Year

25 Y-1 = 1 Year Ago

26 Y-2 = 2 Years Ago
27

28 C. For the cost-of-living adjustment on the pay period that includes November 1,

1 2014 and November 1, 2015: the top step of each job classification shall be 95% of the number
2 determined by the formula in Paragraph B times the base wage for such classification. Such
3 adjustments shall never result in a wage reduction. The base wage for each classification for the cost
4 of living adjustments, shall be the top step wage in effect October 1, each year, for that classification.
5 Other steps in the wage progression for each classification will be recalculated according to
6 Section 1, based on the adjusted top step.

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

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

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

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

20 **SECTION 4 – FLSA REQUIREMENTS**

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

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

27 **SECTION 5 – DEMOTION**

28 Employees who accept a demotion into a lower paid UNION position because of poor health

1 or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step
2 within the new position's wage range which most closely matches the Employee's wage in his or her
3 former wage range, but does not exceed the rate of pay received by the Employee in his/her former
4 classification.

5 **ARTICLE R15: STREETCAR OPERATORS**

6 ***SECTION 1 – DEFINITION OF EMPLOYEES***

7 A. A "Streetcar Operator" shall mean a person employed by METRO on a continuing
8 basis to operate the South Lake Union Streetcar or First Hill Streetcar who receives an eight-hour
9 minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour
10 minimum guarantee of straight-time pay per day not to exceed four days per week, provided s/he has
11 accepted all work assigned as specified in this Article. For each regularly-scheduled workday or
12 portion thereof on which a Streetcar Operator does not perform his/her assignment, s/he shall lose
13 his/her guarantee for that day and s/he shall be paid only for actual time worked, unless otherwise
14 provided in this AGREEMENT. A "regularly-scheduled workday" shall mean a day on which an
15 Employee is normally required to work.

16 B. There will be two kinds of Streetcar Operators: Regular Streetcar Operators and
17 Extra Board Streetcar Operators. A "Regular Streetcar Operator" shall mean a Streetcar Operator
18 who picks runs as a work assignment for his/her eight or ten-hour guarantee. An "Extra Board
19 Streetcar Operator" shall mean a Streetcar Operator who picks the Extra Board and works as assigned
20 for his/her eight-hour guarantee.

21 C. "Loader" shall refer to an Employee who picks, or is assigned on the Extra Board,
22 the task of selling passage; but who does not drive the conveyance for which the passage is sold. A
23 Streetcar Operator who is assigned to loading duties may be assigned other duties during his/her shift.

24 ***SECTION 2 – HIRING OF STREETCAR OPERATORS***

25 Vacant Streetcar Operator positions shall be offered through a competitive recruitment
26 process to FTOs and Rail Operators, then to PTOs. If no applications are received from the
27 Employees above, RAIL may conduct an open and competitive recruitment.

28

SECTION 3 – STREETCAR OPERATOR GUARANTEES

A. Streetcar Operators will not be required to accept Part-Time status.

B. All runs will be worked by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

C. All vacation reliefs will be worked by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

D. The Extra Board will be worked only by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

E. Except as provided in Section 10, O&M Supervisors will be limited to working no more than 120 hours platform time per calendar year. When the total hours worked by O&M Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL agrees to provide the UNION with an accounting monthly or when requested, for the purpose of enforcing this AGREEMENT.

F. All Streetcar Operators on their regular workdays will be paid straight through on Saturdays, Sunday and modified schedule days.

SECTION 4 – GENERAL CONDITIONS

A. Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator or O&M Supervisor to take the assignment.

B. The O&M Supervisor may use his/her judgment as to which employee to use in an emergency.

C. Any Streetcar Operator not being relieved when arriving at the relief point will call the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar Operator does not wish to continue working, s/he shall request to be relieved. RAIL must relieve the Streetcar Operator within one and one-half hours.

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

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

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

12 G. RAIL shall provide a minimum five-minute scheduled layover after each revenue
13 trip, except when:

- 14 1. The revenue trip is less than 15 minutes long, or
- 15 2. The revenue trip is the last revenue trip before the streetcar returns to the
16 base, or
- 17 3. The revenue trip is live-looped or through-routed, or
- 18 4. The layover has been reduced by mutual agreement of the PARTIES.

19 When circumstances beyond the Streetcar Operator's control result in less than five minutes
20 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
21 the next southern terminal, except on his/her last trip, provided the Streetcar Operator attempts to
22 notify the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION
23 as having insufficient layover time.

24 H. In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
25 layover in assignments over five hours in length and an additional 15-minute layover in weekday
26 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it
27 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a
28 service report. "Length" equals report, travel and platform time, but does not include bonus time.

1 I. RAIL guarantees one Streetcar Operator per week (on a date of the Employee's
2 choice) shall be excused from his/her assignment.

3 J. All assignments shall be completed within a maximum 14-hour spread or up to 16
4 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start
5 time of the first assignment following at least ten continuous hours off.

6 K. When a Streetcar Operator presents a valid medical restriction which prevents
7 operation of the equipment or in the facility of his/her assignment, METRO will work with the
8 UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-
9 up.

10 **SECTION 5 – RUNS**

11 A. There shall be two types of Streetcar Operator runs.

12 1. A "straight run" will consist of straight-through work including platform,
13 report, travel time and other duties as assigned (within the Employee's job classification).

14 2. A run combination or "combo" will consist of two or three pieces of work
15 which are at least seven hours and eleven minutes in total work time, including platform, report,
16 travel time, and other duties as assigned (within the Employee's job classification), and which are
17 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through
18 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and
19 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

20 B. At least 75% of all runs Monday through Saturday will be straight runs. Combos
21 on Saturdays shall be paid straight through. There shall be no combos on Sundays.

22 C. Runs shall be determined by RAIL in accordance with the provisions in this
23 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
24 defined as a "tripper".

25 D. Any Extra Board Streetcar Operator working a regularly-scheduled run shall be
26 paid the regularly-scheduled run pay.

27 E. Runs and combos may be broken into trippers on the same day in order to allow
28 RAIL to fill all work.

SECTION 6 – STREETCAR OPERATOR PICKS

1
2 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of
3 packaged assignments and RDOs, Extra Board positions, and vacations.

4 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
5 of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All
6 established practices and procedures for the Streetcar Operator picks shall be observed through this
7 AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

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 7 – 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 8 – 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 9 – 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 who have been trained as Streetcar Operators may be
8 added to the bottom of the Extra Board.

9 **F.** During a shake-up, any newly hired Streetcar Operators shall be placed at the
10 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

1 shall be assigned as follows:

- 2 a. A run will be assigned before a report.
- 3 b. An assignment with more pay will be assigned before an
- 4 assignment with less pay.
- 5 c. If two assignments pay the same, the assignment with the
- 6 lesser amount of work including report time and travel time will be assigned first.
- 7 d. If two assignments pay the same and have the same amount
- 8 of work including report time and travel time, they will be assigned at the discretion of RAIL.

9 5. If the number of Extra Board Operators available for work on a regular

10 workday is greater than the number of available runs, reports and special work which fits the

11 definition of a run, then tripper combinations may be inserted in the assignment sequence according

12 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work

13 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than

14 one split will be paid straight-through for the lesser split. Any tripper combination split of 29

15 minutes or less will be paid straight-through.

16 6. If the number of Extra Board Streetcar Operators available for work on a

17 regular workday is less than the number of available runs and special work which fits the definition

18 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

19 7. On holidays, a Streetcar Operator left without an assignment shall receive the

20 day off at holiday pay. All Streetcar Operators who request the holiday off via the day off book will

21 be excused before any Streetcar Operator is forced to take the day off.

22 8. Any Extra Board Streetcar Operator who receives an assignment out of

23 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-

24 time pay, except in case of extreme emergency. Any Streetcar Operator who receives an overtime

25 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive

26 pay to equal the assignment s/he should have had or the assignment s/he received, whichever is

27 greater.

28 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
3 runs of Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or
4 unpaid leave of absence of one week or more. Vacant runs may be picked as vacation reliefs until
5 they are filled by a move-up. Streetcar Operators will pick this work by seniority.

6 b. When a vacation relief assignment ends, the Extra Board
7 Streetcar Operator shall revert to his/her regular picked position on the Extra Board without any
8 penalty to RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief,
9 or 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
13 assignment 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 10 – 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 K.
- 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 11 – 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 12 – 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

1 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M
2 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from
3 work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall
4 be considered acceptable uniform attire.

5 E. Footwear designated by RAIL may be purchased with the uniform allowance.
6 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
7 over two inches high.

8 F. All uniform items will be union made, unless mutually agreed between the
9 PARTIES.

10 **SECTION 13 -- RESERVE STAFF FOR STREETCAR OPERATORS**

11 A. RAIL will, as needed, conduct recruitments for Streetcar Operators per the
12 relevant hiring provisions in this AGREEMENT. From the recruitments, RAIL will establish lists of
13 qualified Streetcar Operators for future transfers to Streetcar positions and will train them on the
14 Streetcar. Upon successful completion of Streetcar Operator training, these FTOs will be placed on
15 the Reserve Staff list.

16 B. If not immediately needed to fill regular vacancies in Streetcar, Reserve Staff
17 Employees will return to their Bus positions. The Reserve Staff shall remain classified as Bus
18 Employees after their certification in Streetcar.

19 C. During training on Streetcar, Reserve Staff in FTO positions may still work
20 overtime as FTOs.

21 D. As needed, RAIL will offer temporary Streetcar assignments of two weeks or
22 longer to Employees on the Reserve Staff list in order to fill temporary Rail workforce shortages.
23 Such work will only be assigned to Reserve Staff who are available for the entirety of the assignment.

24 E. Reserve Staff Employees will be able to volunteer for Reserve Staff assignments as
25 they become available. Rail will assign the position to the volunteer with the least amount of
26 previous hours on Reserve Staff assignments. If there are no volunteers, Rail may assign the work to
27 the Reserve Staff Employee with the least amount of previous hours on Reserve Staff assignments.

28 F. Reserve Staff shall enter the Streetcar classification at the bottom of the Extra

1 Board.

2 G. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
3 shall be entitled to keep their picked RDOs for the duration of the acting assignment; however, the
4 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
5 adequately cover staffing needs.

6 H. If RAIL needs a Reserve Staff Employee beyond the end of a shake-up, the
7 situation shall be considered two separate Reserve Staff assignments.

8 I. Once assigned to Streetcar, Reserve Staff may not concurrently work as FTOs for
9 the duration of their assignment to RAIL.

10 J. At RAIL's discretion, Employees may be removed from the Reserve Staff for
11 refusing more than one assignment to Streetcar within a period of one year. Employees who are
12 removed from Reserve Staff may be removed from the existing Streetcar applicant pool.

13 K. Reserve Staff shall be offered regular vacancies in Streetcar as they become
14 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
15 Employees who refuse an offer for a permanent Rail position.

16 L. If a Reserve Staff Employee becomes a regular Streetcar Employee, s/he shall be
17 committed to his/her job in Streetcar per the terms of Article R6, Section 5.

18 M. Reserve Staff Employees who have not accepted a regular Streetcar job maintain
19 their eligibility to apply for Rail Operator positions.

20 **ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES**

21 ***SECTION 1 – DEFINITION OF EMPLOYEES***

22 A "Streetcar Maintenance Employees" shall mean a person employed by RAIL on a regular
23 full-time continuing basis to service and maintain streetcar equipment and/or facilities and other
24 duties as determined by RAIL in the following classifications.

- 25
- Streetcar Maintainers
 - Electromechanics
- 26

27 As Streetcar Maintainer positions become vacant, they will be filled by Electromechanics.

28

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 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. 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 1. Employees on regular workday.
- 2 2. Employees on their RDO
- 3 3. By inverse seniority to Employees on regular workday.

4 **SECTION 5 – PICKS AND MOVE-UPS**

5 A. Three times each year, consistent with Streetcar Operator picks or when a facility
6 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each
7 shift shall be posted.

8 B. At the pick, each Employee listed in Section 1 will be permitted to select shift
9 (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also
10 may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
11 Manager/designee will meet with the UNION Executive Board Officer for Rail and the
12 President/Business Representative/designee to discuss and identify any ongoing or planned special
13 projects that may be appropriate for posting on the pick sheets.

14 C. Copies of the pick schedules and shifts will be posted ten days prior to the start of
15 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
16 RAIL will notify the UNION before the modification is posted. No changes will be made less than
17 five days prior to the pick.

18 D. An Employee shall be compensated for the time spent in the selection process
19 when it is during his/her work hours.

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

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

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

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

6 H. If a vacant position is to be filled, Employees in that classification at that base may
7 have a move-up. The UNION will be notified and effect the move-up.

8 I. The Streetcar Maintainers shall pick from among the positions at SLUS. When a
9 Streetcar Maintainer leaves and the position is filled with an Electromechanic, the remaining
10 Streetcar Maintainers shall continue to be able to pick from among all the positions at SLUS.

11 **SECTION 6 – VACATION SELECTION**

12 A. Vacations shall be picked once each year no later than December 15th for the
13 vacation in the following payroll year.

14 B. A minimum of one Employee per base will be allowed on vacation at any one
15 time.

16 C. Vacation may be split into blocks of one or more full weeks. If an Employee's
17 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in
18 one period. The selection of vacations by Employees shall be extended over the entire payroll year.
19 An Employee who takes his/her vacation in two or more blocks shall select the second block of
20 his/her vacation after all Employees in his/her classification have made their first selection; his/her
21 third selection after all Employees in his/her classification have made their second selection; etc.,
22 until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
23 Employee's RDO.

24 D. Employees may use vacation or accumulated accruals in increments of one or
25 more hours, provided s/he has available vacation or accumulated time and subject to advance
26 approval by his/her immediate supervisor.

27 **SECTION 7 – OVERTIME**

28 A. All hours worked in excess of eight in the scheduled workday or work on an

1 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
2 time rate of pay for the classification for actual overtime hours worked.

3 **B.** Overtime on any shift shall be computed at the rate paid for the Employee's
4 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
5 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
6 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
7 shift overtime rate of pay.

8 **C.** Overtime assignment of four hours or less will be offered, by seniority at a
9 location, to qualified Employees who are working the shift preceding or succeeding the shift where
10 the work is to be accomplished and/or performed.

11 **D.** Overtime assignments of more than four hours will be offered, by seniority at a
12 location, to qualified Employees, including Employees on their RDO.

13 **E.** Overtime assignments of eight or more hours will first be offered to qualified
14 Employees at a location who are on their RDO before it is split and offered in smaller pieces.

15 **F.** Should no Employee at a location accept the overtime assignment, it may be
16 offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign
17 the work at a location to a qualified Employee, it may choose to assign the overtime to the least
18 senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the
19 overtime may be assigned to the next least senior qualified Employee who is reasonably available.

20 **G.** An Employee who is scheduled for paid time off, and who is interested in working
21 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
22 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
23 these RDO's also require this notice. For overtime assignment, s/he will be considered in seniority
24 order in accordance with Paragraphs D and E.

25 **H.** In the case of an extreme emergency, RAIL can assign overtime work to any
26 certified Employee. An Employee who works overtime during an extreme emergency shall be
27 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
28 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each

1 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

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

4 J. An Employee called in before his/her regularly-scheduled report time and in
5 conjunction with his/her regular shift will be paid for actual hours worked.

6 **SECTION 8 – SHIFT DIFFERENTIAL**

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

10 **SECTION 9 – SPECIAL BENEFITS**

11 A. A tool allowance shall be provided annually, on Employees' regular paychecks,
12 not later than March of each year, to Employees permanently assigned as of January 1st the same
13 year to the Streetcar Maintenance Employees in the classifications of Streetcar Maintainer and
14 Electromechanic. No Employee may collect more than one tool allowance in a year. The amounts
15 shall be as follows:

Year	Allowance
2014	\$826
2015	\$826
2016	\$826

16
17
18
19
20 Employees who receive a tool allowance will be allowed to purchase tools at the discounted
21 rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL.
22 Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours
23 and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the
24 tool allowance/discount shall be the personal property of the Employee.

25 B. Each Streetcar Maintainer shall receive his/her choice of coveralls or a clean
26 uniform (pants and shirt) daily.

27 C. Any Employee who is required to work in inclement weather or hazardous areas
28 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited

1 to Personal Protective Equipment (PPE), a rainset, hat and boots. Each Employee is required to wear
2 footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied
3 toward purchases of footgear (one pair of boots and cushioned inserts as identified in the METRO
4 voucher at time of purchase). The maximum METRO contribution paid by such voucher shall be
5 \$200 per Employee as provided in Paragraph E.

6 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and
7 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

8 **E.** When an Employee is informed during his/her regular shift that overtime in excess
9 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
10 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
11 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

12 **F.** Except where modified by historical practice, agreement, or mutual understanding,
13 duties traditionally performed by Streetcar Maintainers, will be performed only by Employees
14 working in that classification.

15 **G.** Streetcar Maintainers may use the ten minutes prior to the end of their workday for
16 personal clean-up.

17 **H.** When upgraded to a higher paid classification, an Employee shall be paid at the
18 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
19 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
20 upgraded.

21 **I.** RAIL will provide a secure area at each work location for UNION related materials
22 accessible to all UNION representatives at that location.

23 ***SECTION 10 – ATTENDANCE MANAGEMENT***

24 **A.** The PARTIES recognize that Maintenance duties and functions are time critical
25 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar
26 Maintainers will be subject to the following terms, which supersede any conflicting provisions
27 elsewhere in the AGREEMENT.

28 **B.** Maintenance will monitor and record attendance using the terms of late occurrence

1 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
2 call one-half hour before his/her shift to request unscheduled leave and then are requested to come to
3 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
4 time to make up lost time.

5 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
6 follows:

- 7 1. An Employee may complete any time left on his/her shift.
- 8 2. An Employee may work a full eight hours, or ten hours for a 4/40
9 Employee, even though this work would continue into the next shift.
- 10 3. An Employee may not use AC time or vacation to make up lost time.
- 11 4. An Employee will be paid for actual hours worked at his/her scheduled rate
12 of pay.
- 13 5. A late occurrence shall not create an overtime opportunity for the late
14 Employee. No grievances will be filed by other Employees claiming overtime infringements should
15 an Employee elect to work his/her full shift and the time worked extends into another shift.

16 6. Late occurrences will be recorded in a 180-day rolling time frame as
17 follows:

18 1st through 5th occurrence – Employee and immediate supervisor
19 initial the attendance card.

20 6th occurrence – One-day suspension without pay.

21 7th occurrence – Discharge, treated as a major infraction as defined in
22 Article R4.

23 D. Unexcused absences (over two hours late) shall be managed and recorded as
24 follows:

- 25 1. An Employee may complete his/her shift only.
- 26 2. An Employee may not use AC time or vacation to supplement his/her
27 regular shift pay.
- 28 3. Such Employee is not eligible for overtime that day.

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

3 1st and 2nd occurrence – Employee and immediate supervisor initial
4 the attendance card.

5 3rd occurrence – One day suspension without pay.

6 4th occurrence – Discharge, treated as a major infraction as defined in
7 Article R4.

8 E. An occurrence which results in a second one-day suspension within 180 days of
9 the occurrence that resulted in the first suspension shall result in discharge:

10 F. Extenuating circumstances will be considered. Any request by an Employee to
11 have a late occurrence or unexcused absence removed from the attendance management record must
12 be presented to the immediate supervisor in writing, within five workdays of the occurrence. An
13 Employee who had a late occurrence or unexcused absence removed from the attendance
14 management records has the option to use vacation leave, AC time or sick leave, as appropriate, to
15 make up lost time.

16 G. The PARTIES agree to review this Section on an annual basis.

17 ***SECTION 11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS***

18 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management
19 Relations Committee as needed.

20 **ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

21 ***SECTION 1 – DEFINITION OF EMPLOYEES***

22 An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time
23 continuing basis to supervise Streetcar operations and maintenance.

24 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

25 The management and direction of the work force, which includes, but is not limited to,
26 assigning work, clarifying all job specifications with regard to duties and setting performance
27 standards with input from O&M Supervisors, is vested exclusively in RAIL, limited only by the
28 stated conditions in this Article. No changes in existing rights or related conditions shall be made

1 without first negotiating with the UNION.

2 **SECTION 3 – APPOINTMENT OF O&M SUPERVISORS**

3 Occasionally, RAIL may require additional O&M Supervisors. Candidates for these positions
4 shall be selected from qualified Employees.

5 **SECTION 4 – PICKS**

6 A. In the spring and fall of each year or when mutually agreed by the PARTIES, all
7 O&M Supervisor shifts will be posted for a general pick.

8 1. Copies of schedules and assignments to be picked will be posted at all work
9 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy
10 of this information.

11 2. After the posting, there will be a review period in which changes may be
12 made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by
13 the PARTIES.

14 3. Implementation of the spring pick will occur between April 1 and April 15
15 and implementation of the fall pick will occur between October 1 and October 15.

16 4. The two general picks will be held unless a special pick has occurred or is
17 scheduled to occur within 45 days of the general pick.

18 B. Shifts will be classified as regular and relief. O&M Supervisors will be permitted
19 to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
20 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
21 PARTIES.

22 C. An O&M Supervisor who does not pick must leave, with the UNION, at least three
23 choices of assignments in order of preference. Failure to do so will result in the UNION
24 representative making every effort to select an assignment comparable to the assignment last selected
25 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
26 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
27 working hours.

28 D. A UNION representative shall certify the pick.

1 E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
2 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
3 the affected O&M Supervisor(s) and the UNION.

4 F. At each pick, O&M Supervisors may volunteer in writing to work overtime.

5 G. All block assignments shall have ten hours off between consecutive day's
6 assignments. Block assignments may include floating assignments at RAIL's discretion.

7 **SECTION 5 – MOVE-UPS**

8 A. When a vacancy occurs during a shake-up in any O&M Supervisor position, a
9 seniority move-up will be held within 14 days.

10 B. Move-ups may not be requested during the last eight weeks of the current shake-
11 up.

12 **SECTION 6 – WORK ASSIGNMENTS**

13 A. All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be
14 available for pick according to the pick guidelines.

15 B. All assignments in the classification of O&M Supervisor shall be completed within
16 a continuous eight- or ten- hour period, as applicable, unless the assignment is designated for an
17 unpaid 30-minute lunch break.

18 C. Regular shifts shall consist of five consecutive days of work (or four days if it is a
19 4/40 assignment) in a workweek, with each workday guaranteed eight hours. Regular shift RDOs
20 shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular
21 shifts in the classifications of O&M Supervisor will be assigned in their entirety unless otherwise
22 approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations within
23 24 hours or the next business day.

24 D. All O&M Supervisors shall have at least 54 hours scheduled off for their two
25 consecutive RDOs.

26 E. RAIL agrees to assign all special assignments, tasks and projects by giving equal
27 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
28 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply

1 and selection shall be based on the above criteria if the special assignment, task or project is to exist
2 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
3 assignment, task or project will be rotated among those O&M Supervisors who applied and who meet
4 the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the
5 need for ongoing optional training programs which will allow O&M Supervisors to become better
6 qualified for their present work assignments or for advancement.

7 **F.** Except where modified by historical practice, agreement or mutual understanding,
8 any work that has been historically or traditionally performed by O&M Supervisors will not be
9 performed by any other individual.

10 **G.** When a shift remains unfilled within one hour of the start time of the shift and
11 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
12 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
13 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
14 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
15 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
16 change work assignments.

17 **H.** Should it become necessary to alter a shift during a shake-up and such alteration
18 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
19 requires an alteration in the start or quit times, such Employee may request that the PARTIES review
20 the matter.

21 **I.** RAIL will determine the staffing needs for each special event day shift. When
22 RAIL has determined which shifts will be required to work, O&M Supervisors in those
23 classifications will be offered the special event assignment in seniority order, first to O&M
24 Supervisors that are scheduled to work that day as part of their regular work assignments. If after
25 offering the special event assignment to O&M Supervisors, by seniority, who are regularly scheduled
26 to work that day and there are more assignments available, it will then be offered to O&M
27 Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the
28 special event assignment it may be assigned, by inverse seniority, to O&M Supervisors that are

1 scheduled to work that day as part of their regular assignment. Special event assignments shall be
2 posted at the pick. Other special event service that is not posted at the pick shall be made available
3 through the assignment/overtime process.

4 **SECTION 7 – SPECIAL ALLOWANCES**

5 An O&M Supervisor shall receive two hours straight-time pay for each shift during
6 which s/he instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who requires a
7 refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on
8 the completion of an evaluation of the trainee's performance.

9 **SECTION 8 – OVERTIME**

10 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
11 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

12 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
13 pay of four hours. No O&M Supervisor will be required to work on his/her RDO except in an
14 extreme emergency.

15 C. All overtime will be assigned according to guidelines mutually developed and
16 agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment
17 sequence.

18 **SECTION 9 – VACATION SELECTION**

19 The selection of vacation will follow those guidelines set for vacation selection and accrual in
20 Article R9 with the following exceptions:

21 A. At the spring pick, O&M Supervisors will select vacations in increments of no less
22 than five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second,
23 third, fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued
24 vacation will be used in the selection of these periods.

25 B. The number of O&M Supervisors allowed on vacation during any period shall be
26 at least one. At a point in time at which ten O&M Supervisors are scheduled to pick, the PARTIES
27 will open negotiations to discuss the number of O&M Supervisors who may be allowed on vacation.

28 C. An O&M Supervisor may use his/her current vacation accrual in single-day

1 increments with the approval of his/her immediate supervisor.

2 **SECTION 10 – SPECIAL BENEFITS**

3 A. Upon the approval of RAIL, at least one O&M Supervisor per day shall be allowed
4 to use a personal holiday.

5 B. Annually, on the fourth Monday in January, a uniform allowance payable by
6 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year
7 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may
8 be carried over into the next year is \$500. The uniform voucher may be used only to purchase
9 authorized uniform items. When an O&M Supervisor needs to replace his/her all-weather parka or
10 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
11 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of
12 personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor
13 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
14 Supervisors.

15 1. All necessary foul weather gear will be provided by RAIL.

16 2. RAIL will stock tools at the worksite that are necessary for O&M
17 Supervisors to perform their jobs.

18 **SECTION 11 – GENERAL**

19 A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
20 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the
21 operation/service of the special equipment will receive orientation or training on such equipment.

22 B. It is METRO's responsibility that all O&M Supervisors will be trained and
23 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
24 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
25 of pay.

26 C. O&M Supervisors will participate in the Streetcar LMRC as needed.

27 D. RAIL and the O&M Supervisors will develop a complete written description of the
28 duties and responsibilities of each shift, to be made available at each pick.

1 E. RAIL will determine the number of O&M Supervisors allowed to have time off
2 through day off book procedures and will accommodate O&M Supervisor requests consistent with
3 daily staffing requirements. Requests for AC days may not be entered into the day off book more
4 than one calendar month in advance of the day(s) off desired.

5 **ARTICLE R18: RAIL OPERATORS**

6 ***SECTION 1 – DEFINITION OF EMPLOYEES***

7 A. A “Rail Operator” shall mean a person employed by RAIL on a continuing basis
8 who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days
9 per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per
10 week, provided s/he has accepted all work assigned as specified in the remainder of this Article. For
11 each regularly-scheduled workday or portion thereof on which a Rail Operator does not perform
12 his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual
13 time worked, unless otherwise provided in this AGREEMENT. A “regularly-scheduled workday”
14 shall mean a day on which an Employee is normally required to work.

15 B. There will be three kinds of Rail Operators: Regular Rail Operators, Report Rail
16 Operators and Extra Board Rail Operators.

17 1. A “Regular Rail Operator” shall mean a Rail Operator who picks runs as a
18 work assignment for his/her eight or ten-hour guarantee.

19 2. A “Report Rail Operator” shall mean a Rail Operator who picks report
20 assignments for his/her eight hour guarantee.

21 3. An “Extra Board Rail Operator” shall mean a Rail Operator who picks the
22 Extra Board or Report and works all assignments placed on the Extra Board for his/her eight-hour
23 guarantee.

24 ***SECTION 2 – HIRING OF RAIL OPERATORS***

25 Vacant Rail Operator positions shall be offered through a competitive recruitment process to
26 FTOs and Streetcar Operators and then to PTOs. If no applications are received from the Employees
27 above, RAIL may conduct an open and competitive recruitment.

28

SECTION 3 – RAIL OPERATOR GUARANTEES

1 A. Assignment of specials and extras will be made to Rail Operators only, except as
2 otherwise provided in this AGREEMENT.
3

4 B. All runs and reports will be worked by Rail Operators, except as provided
5 elsewhere in this AGREEMENT.

6 C. All vacation reliefs will be worked by Rail Operators.

7 D. Work left vacant because of the absence of a Rail Operator will be worked by a
8 Rail Operator, unless otherwise specified in this AGREEMENT.

9 E. "Weekday day base units" shall mean the number of trains operating regularly-
10 scheduled service at noon each weekday.

11 F. The Extra Board will be worked only by Rail Operators.

12 G. It shall not be a violation of this AGREEMENT for other rail-certified employees
13 to operate in service in order to retain rail certification or in an emergency.

14 H. Any RAIL employee operating service in order to maintain rail certification will
15 be accompanied by a Rail Operator.

SECTION 4 – GENERAL CONDITIONS

16 A. Each Rail Operator may be required to sign in for his/her work. When a Rail
17 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate Rail
18 Report Operator to take the assignment.
19

20 B. The Rail Supervisor may use his/her judgment as to which Rail Operator to use in
21 an emergency; if no Rail Operator is available to work, other certified employees may be used to
22 sustain service until a Rail Operator is located to perform the work.

23 C. Any Rail Operator not being relieved when arriving at the relief point will call the
24 LCC and state that no relief Rail Operator is present. If the Rail Operator does not wish to continue
25 working, s/he shall request to be relieved. RAIL must relieve the Rail Operator within one and one
26 half hours.

27 D. An "assignment" shall mean any work or duties that the Employee is required to
28 perform, limited to those job duties that are enumerated in the job classification. "Other duties as

1 assigned” are limited to those job duties that are normally associated with the work of a Rail
2 Operator.

3 E. If a Rail Operator loses an RDO because of a change in schedule, s/he will be
4 given time off to compensate for such day. No Rail Operator may have more RDOs in any pay
5 period than s/he would have received had no change of schedule been made.

6 F. The cutoff time for calling to be removed from the sick list, and for signing the day
7 off book for time off, is 10:00 a.m. Should a Rail Operator report sick after 10:00 a.m., s/he may
8 retain his/her following day’s full assignment by calling off the sick list at least one hour prior to the
9 start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.

10 G. At each pick, a Rail Operator may indicate his/her preference regarding training
11 assignments. RAIL will attempt to accommodate a Rail Operator’s preference when assigning
12 students; however, any Rail Operator may be given a training assignment if necessary. Rail trainees
13 shall drive during all training assignments unless RAIL or the instructing Rail Operator determines
14 that safety would be jeopardized.

15 H. RAIL shall provide a minimum five-minute scheduled layover after each revenue
16 trip, except when:

- 17 1. The revenue trip is less than 15 minutes long, or
- 18 2. The revenue trip is the last revenue trip before the coach returns to the base,
- 19 or
- 20 3. The revenue trip is live-looped or through-routed, or
- 21 4. The layover has been reduced by mutual agreement of the PARTIES.

22 When circumstances beyond the Rail Operator’s control result in less than five minutes
23 layover in the previous two hours, the Rail Operator shall be entitled to a five-minute layover at the
24 next outer terminal, except on his/her last trip, provided the Rail Operator attempts to notify the LCC.
25 RAIL agrees to review routes or assignments identified by the UNION as having insufficient layover
26 time.

27 I. In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
28 layover in assignments over five hours in length and an additional 15-minute layover in weekday

1 assignments over eight hours in length. When a Rail Operator working an assignment finds it does
2 not provide reasonable break time, the Rail Operator should notify RAIL of such by filing a service
3 report. "Length" equals report, travel and platform time, but does not include bonus time.

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

8 K. Each day RAIL guarantees that for every 45 Rail Operators normally scheduled to
9 work on that day, rounded to the nearest 45, one Rail Operator from the day off book shall be
10 excused from his/her assignment. However, the guarantee shall be a minimum of one each day. If
11 the guarantee is one, and the Rail Operator holding that guaranteed spot is excused from his/her
12 picked overtime tripper only, then the next Rail Operator will also be guaranteed his/her day off book
13 request. These guarantees shall not apply in the case of an extreme emergency.

14 L. All assignments shall be completed within a maximum 14-hour spread or up to 16
15 hours with mutual consent of RAIL and the Rail Operator. Such spread will begin with the start time
16 of the first assignment following at least ten continuous hours off.

17 M. When a Rail Operator presents a valid medical restriction which prevents
18 operation of the equipment or in the facility of his/her assignment, RAIL will work with the UNION
19 to find a mutually agreeable alternate assignment for the remainder of the shake-up.

20 **SECTION 5 – RUNS**

21 A. There shall be two types of Rail Operator runs.

22 1. A "straight run" will consist of straight-through work which is at least seven
23 hours including platform, report, travel time, and other duties as assigned.

24 2. A run combination or "combo" will consist of two or three pieces of work
25 which are at least seven hours in total work time, including platform, report, travel time, and other
26 duties as assigned and which are within a spread time of 12-1/2 hours. Combos with more than one
27 split will be paid straight through for the lesser split. Any combo with a split of 29 minutes or less
28 will be paid straight through and classified as a straight run. Combos which quit after 8:00 p.m. shall

1 be paid straight through.

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

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

4 D. At the discretion of RAIL, "frags", meaning assignments less than seven hours,
5 including platform, report, travel time, and other duties as assigned may be posted and selected at the
6 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
7 apply to frags.

8 E. The total number of straight day runs for the system on weekdays shall be
9 equivalent to at least 80% of the day base units on weekdays.

10 F. Straight day runs shall comprise at least 54% of all straight runs.

11 G. There shall be no combos on Saturday or Sunday.

12 H. Runs shall be determined by RAIL in accordance with the provisions in this
13 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
14 defined as a "tripper".

15 I. Any Extra Board Rail Operator working a regularly-scheduled run shall be paid the
16 regularly-scheduled run pay.

17 J. Runs and combos may be broken into trippers on the same day in order to allow
18 RAIL to fill all work.

19 **SECTION 6 – RAIL OPERATOR PICKS**

20 A. At pick, seniority for all Rail Operators shall prevail in the selection of runs,
21 reports and/or board positions, vacations, overtime trippers, and RDOs.

22 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
23 of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All
24 established practices and procedures for the Rail Operator picks shall be observed through this
25 AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

26 C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION
27 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a
28 signed, certified Rail Operator seniority list three weeks prior to the first day of the pick.

1 **D.** A Rail Operator who wishes to select an assignment must select an assignment
2 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

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

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

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

14 **H.** Each Rail Operator shall have two consecutive RDOs, or in case of a 4/40 Rail
15 Operator three consecutive RDOs, in every seven-day period, except when Rail Operator shake-ups
16 or move-ups make this impossible.

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

25 **J.** UNION representatives shall be present during picks.

26 **K.** A Rail Operator, who fails to appear at his/her scheduled pick time and who does
27 not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected
28 for him/her by the UNION representative. The UNION representative shall make an effort to select

1 an assignment comparable to the assignment last selected at a pick. Selections made by the UNION
2 will not be subject to the grievance/arbitration procedure.

3 L. When a new operating base or rail segment opens or an existing operating base
4 closes and that base has/had Rail Operator assignments, a section-wide pick will occur.

5 M. Each Rail Operator must pick a Regular, Report, or Extra Board assignment which
6 is compatible with any existing medical restrictions s/he has on file with METRO. Failure to do so
7 will result in forfeiture of the Rail Operator's daily or assignment guarantee for each day on which
8 the Rail Operator has picked an incompatible assignment, unless no work is available within the Rail
9 Operator's restriction.

10 N. To meet specific service needs, RAIL may identify specific days on which Rail
11 service will operate on a schedule different than the regular schedule. Such schedule deviation days
12 may include a change in the hours of service, the frequency of service, and/or the number of cars in
13 service during any portion of the service day. Any day identified by RAIL that will have a schedule
14 deviation will be posted at the pick. Regular Rail Operators working their regular workday will pick
15 their assignments by seniority. Regular Rail Operators may select from available work, or if posted,
16 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board Rail
17 Operators scheduled to work that day.

18 O. A Rail 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 Rail Operator will not be allowed to pick an assignment except by mutual agreement between
21 the PARTIES. A Rail Operator who returns to duty without a picked assignment will be placed on an
22 assignment mutually agreed by the PARTIES.

23 **SECTION 7 – MOVE-UPS**

24 A. If regular or report assignments become vacant, less senior Rail Operators at the
25 base may request a move-up. A Rail Operator who moves up must pick the entire assignment of the
26 Rail Operator who vacated the run or report. If a Regular Rail Operator moves up to a report
27 assignment, such Rail Operator will be placed on the same line as the Rail Operator who vacated. An
28 Extra Board Rail Operator who moves up to a report assignment will remain on his/her picked board

1 position. If new Day Extra Board RDO combinations or board positions become available, Day
2 Extra Board Rail Operators at the base who could not have picked these RDO combinations or board
3 positions may request a move-up; such move-up will be limited to the Extra Board Rail Operators.
4 Rail Operator move-ups will be conducted only when they can be implemented at least 28 days prior
5 to a shake-up.

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

9 **SECTION 8 – SELECTING VACATIONS**

10 A. Vacations will be picked once per year.

11 B. Vacations may be split into periods of one or more full weeks. If a Rail
12 Employee's vacation is not evenly divisible into full weeks, the odd number of days may be taken as
13 one-day vacations to a maximum of four days per payroll year.

14 C. Rail Operators may pick only one prime time vacation per year. RAIL shall
15 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION
16 with a list of vacation periods.

17 D. The UNION shall determine the prime periods for the following year and inform
18 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

19 E. Future pick and shake-up dates occurring during the vacation periods that Rail
20 Operators can select at the current pick shall be posted in the pick room by RAIL.

21 F. After a vacation relief has been assigned to a Rail Extra Board Operator, there shall
22 be no changes in vacation unless agreed by the Rail Operator who is assigned the vacation relief.

23 G. A Rail Operator may, with RAIL approval, change his/her vacation to a period
24 which s/he did not have the seniority to pick provided the available period(s) are posted at least one
25 week in advance.

26 **SECTION 9 – RAIL EXTRA BOARD**

27 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those
28 assignments left open, to fill any special work, and to fill overtime assignments according to the

1 overtime assignment process. Board positions shall be open for selection at the pick by all Rail
2 Operators by seniority. Rail Operators may select any available position on either Extra Board.

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

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

8 **D.** The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
9 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Rail Operator
10 who is available the following day will receive one hour of straight-time pay, except in case of
11 extreme emergency.

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

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

14 **a.** Category A shall include:

- 15 **1)** Straight day runs which quit at 8:00 p.m. or earlier.
16 **2)** Day reports which have a quit time of 10:00 p.m. or earlier
17 as determined by a 13-hour spread.
18 **3)** Combos which quit at 8:00 p.m. or earlier.
19 **4)** Tripper combinations which quit at 8:00 p.m. or earlier.
20 **5)** Tripper and report combinations which have a latest quit
21 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
22 **6)** Special work which has an estimated quit time of 8:00 p.m.
23 or earlier.

24 **b.** Category B shall include:

- 25 **1)** Runs which quit later than 8:00 p.m.
26 **2)** Reports which have a quit time later than 10:00 p.m., as
27 determined by a 13-hour spread.
28 **3)** Combos or other combinations of work which quit later than

1 8:00 p.m.

2 4) Special work which has an estimated quit time of later than

3 8:00 p.m.

4 2. Category B assignments shall be assigned first, beginning with the Night
5 Board, from the bottom of the board, according to quit time, latest quit time assigned first.

6 a. If there are more available Rail Operators on the Night Board than
7 assignments in Category B, then the remaining Night Board Rail Operators shall be assigned
8 Category A work with the latest start time assigned first.

9 b. If there are fewer available Rail Operators on the Night Board than
10 available assignments in Category B, then remaining Category B assignments shall be assigned to the
11 Day Board, latest quit first, from the bottom up.

12 3. Category A work shall be assigned next to the Day Board, from the top of
13 the board down, according to quit time, with the earliest quit assigned first.

14 4. Quit time of special work shall be estimated by RAIL for the purpose of
15 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
16 time.

17 5. If two or more Rail Operator assignments within the same category quit at
18 the same time, they shall be assigned as follows:

19 a. A run will be assigned before a report.

20 b. An assignment with more pay will be assigned before an assignment
21 with less pay.

22 c. If two assignments pay the same, the assignment with the lesser
23 amount of work including report time and travel time will be assigned first.

24 d. If two assignments pay the same and have the same amount of work
25 including report time and travel time, they will be assigned at the discretion of RAIL.

26 6. If the number of Extra Board Rail Operators available for work on a regular
27 workday is greater than the number of available runs, reports and special work which fits the
28 definition of a run, then tripper combinations may be inserted in the assignment sequence according

1 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
2 under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than
3 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
4 minutes or less will be paid straight-through. Rail Operators may be required to perform duties
5 within the Rail Operator job description during paid splits.

6 7. If the number of Extra Board Rail Operators available for work on a regular
7 workday is less than the number of available runs, reports and special work which fits the definition
8 of a run, runs may be taken out of the assignment sequence and assigned according to the overtime
9 provisions. The runs to be removed from the assignment sequence will be combos, late day runs with
10 a quit time from 6:01 p.m. to 8:00 p.m., and early quit relief runs with a quit time of 8:01 p.m. to 9:59
11 p.m., in that order.

12 8. All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be
13 assigned to Extra Board Rail Operators, who are certified and available, as a regular assignment.
14 Any remaining work will be assigned according to the overtime assignment sequence.

15 9. On holidays, a Rail Operator left without an assignment shall receive the
16 day off at holiday pay. All Rail Operators who request the holiday off via the day off book will be
17 excused before any Rail Operator is forced to take the day off.

18 10. Any Extra Board Rail Operator who receives an assignment out of
19 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
20 time pay, except in case of extreme emergency. Any Rail Operator who receives an overtime
21 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive
22 pay to equal the assignment s/he should have had or the assignment s/he received, whichever is
23 greater.

24 11. The following provisions shall apply to Extra Board Rail Operators who
25 choose vacation reliefs:

26 a. Extra Board Rail Operators, except Report Rail Operators, may
27 request to work the runs or reports of Rail Operators who are on vacation, sick leave, industrial
28 injury, disability leave, or unpaid leave of absence of one week or more. Vacant runs or reports may

1 be picked as vacation reliefs until they are filled by a move-up. A Rail Operator will be allowed to
2 pick vacation reliefs only on assignments that have the same RDOs as the Rail Operator on vacation.
3 Rail Operators will pick this work by seniority.

4 **b.** For a Sunday-schedule holiday, all Extra Board Rail Operators who
5 regularly work that day, and who are working vacation reliefs which have no Sunday assignment,
6 shall pick from all vacant Sunday assignments available after Report Rail Operators have picked.

7 **c.** When a vacation relief assignment ends, the Extra Board Rail
8 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
9 RAIL. This Rail Operator then becomes eligible for the next available vacation relief, or remainder
10 of an unpicked vacation relief, according to seniority.

11 **d.** Extra Board overtime policies remain unchanged.

12 **e.** An Extra Board Rail Operator picking a vacation assignment must
13 work the entire vacation assignment, not including any picked RDO overtime, except as provided in
14 Paragraph c.

15 **12.** If an Extra Board Rail Operator's normal sequence assignment conflicts
16 with his/her partial absence or non-driving assignment, then such Rail Operator will be given an
17 assignment which is not a straight run and which has a quit time within one hour of his/her normal
18 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such Rail
19 Operator.

20 **F.** No Rail Operator's RDO shall be cancelled or changed without the consent of the
21 Rail Operator, except in extreme emergency. Each Extra Board Rail Operator shall have a minimum
22 of 56 hours off for his/her two consecutive RDOs.

23 **G.** Any Extra Board Rail Operator may request to add or remove a guarantee of 10-
24 1/2 hours off between consecutive days' assignments, provided this is requested in writing at the
25 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board Rail Operator
26 requesting the 10-1/2 hours off between consecutive days' assignments and who would not receive
27 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,
28 and will receive the first available assignment after his/her 10-1/2 hours off.

1 H. An Extra Board Rail Operator who, for any reason, does not receive his/her
2 requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the
3 completion of the day's assignment. An Rail Operator electing to pass up will report to the base after
4 his/her 10-1/2 hours off, unless notified to report later.

5 **SECTION 10 – REPORT RAIL OPERATORS**

6 A. Report assignments will be posted and selected at the Rail Operator pick.

7 B. Rail Operators shall pick reports according to the open pick system.

8 C. Report Rail Operators will be available for a spread of 13 hours and must accept
9 all work according to Report Rail Operator work rules set forth in this AGREEMENT.

10 D. For a Sunday-schedule holiday, a Report Rail Operator having a Sunday report and
11 who regularly works on that day will work his/her Sunday report. A Report Rail Operator on his/her
12 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
13 seniority, or to revert to his/her position on the Extra Board for assignment.

14 E. RAIL may adjust picked report times by a maximum of 30 minutes when a change
15 is needed. RAIL shall give five days notice to a Rail Operator whose report will be affected. When
16 changes adversely affect a Rail Operator's personal life or impose serious hardship in reporting to
17 work, the Rail Operator may request that the Operations Superintendent and the UNION review the
18 matter.

19 F. A Rail Operator may voluntarily waive his/her 13-hour spread. An Rail Operator
20 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours
21 with mutual consent of RAIL and the Rail Operator. A Report Rail Operator who waives his/her 13-
22 hour spread must still be available for his/her regular shift the next day.

23 G. Except as otherwise provided in this AGREEMENT, all time served on report
24 shall be paid. Any Rail Operator required to report shall receive a minimum of two and one-half
25 hours pay. However, a Rail Operator serving on report shall be considered on report, regardless of
26 assignment, until released. Two and one-half hours shall be paid when released from report and
27 assigned work starting more than two and one-half hours after reporting. At the completion of an
28 assignment, a Rail Operator may be released or assigned to further duties. If report time and tripper

1 time are consecutive, report time will be used to make up the tripper guarantee. Report time will stop
2 at the beginning of pay time.

3 H. At the beginning of each shake-up, RAIL shall define the number of report
4 positions and the report time of each position. Additional report assignments may be added at the
5 discretion of RAIL, provided that any assigned or picked report shall not share the same report time.
6 If RAIL determines that it is necessary to continue these additional report times for the remainder of
7 the shake-up, they will be subject to a move-up.

8 I. The Rail Operator with the earliest first report time gets the first piece of work that
9 is or becomes available within his/her 13-hour spread, except in cases of emergency. If the
10 assignment is less than eight hours work time, the Rail Operator may be assigned additional work
11 within the terms of this AGREEMENT. When assignments have the same quit time, the rules of
12 Section 9, Paragraph E.5 also apply to Rail Operators on report. Rail Operators on late report follow
13 the last Report Rail Operator and the last Rail Operator on pass-up.

14 J. At the discretion of the Dispatcher, assignments that become available for Report
15 Rail Operators may be broken up if necessary to keep service in operation.

16 K. Work available at the time a Report Rail Operator is released from an a.m.
17 assignment may be assigned at that time for the remainder of the day at the discretion of the
18 Dispatcher.

19 L. An Rail Operator required to serve on report on a Saturday, Sunday or Sunday-
20 schedule holiday, shall serve continuous report until given work or released for the day.

21 M. Should a Rail Operator who has picked a regular report, and another Rail Operator
22 who has a non-regular report share the same initial report time, the Rail Operator who must be off
23 earliest will be first up. If both Rail Operators must be off at the same time, the Rail Operator with
24 the regular report will have first right of refusal for the assignment. Should two or more Extra Board
25 Rail Operators have the same initial report time, the most senior Rail Operator will have first right of
26 refusal on an available assignment.

27 N. No Report Rail Operator will be required to work prior to report time.

28 O. A Report Rail Operator with a partial absence or non-driving work assignment that

1 is within his/her 13-hour spread will be removed from his/her report and given an assignment that
2 starts no earlier than the start time of his/her report assignment and has a scheduled quit time within
3 his/her normal spread or within 13 hours of his/her non-driving work assignment, whichever is
4 earlier. RAIL will attempt to maximize straight-time paid work hours for such Rail Operator.

5 **SECTION 11 – OVERTIME**

6 A. All hours worked in excess of eight hours in the scheduled workday or work on a
7 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the
8 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified
9 in this AGREEMENT.

10 B. A Rail Operator working a regular run on his/her RDO shall be paid for eight
11 hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Rail Operator
12 who works two separate and complete runs on the same day will be paid such guarantee for each run.
13 A Rail Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed a
14 minimum for the day of two hours and forty minutes pay at the overtime rate.

15 C. All runs shall be assigned and every available Rail Operator shall have work
16 before any overtime assignment is made.

17 D. If overtime is available it shall be assigned by seniority with the greatest pay time
18 first, according to the following Rail Operator sequence.

- 19 1. Extra Board Rail Operators on regular workday, within spread.
- 20 2. Extra Board Rail Operators and Report Rail Operators on an RDO.
- 21 3. Regular Rail Operators on regular workday.
- 22 4. Regular Rail Operators on an RDO.
- 23 5. Extra Board Rail Operators on regular workday voluntarily exceeding their
24 spread time, except as provided in Section 4, Paragraph O.

25 6. Extra Board Rail Operators on regular workday and Report Rail Operators
26 who have reverted to their positions on the Extra Board, forced in inverse order of seniority.

27 E. No Rail Operator shall be required to work on his/her RDO. No Regular Rail
28 Operator shall be assigned overtime work unless s/he volunteers for such work.

1 F. If no Rail Operator is available to work, other certified Employees may be used to
2 sustain service until a Rail Operator is located to perform the work. If no other certified Employee is
3 available to work, other certified employees may be used to sustain service until a certified Employee
4 is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper case
5 "Employee" denotes ATU Local 587 members and lower case "employee" denotes other employees.)

6 G. Any Rail Operator volunteering for overtime shall be required to work the
7 overtime assigned.

8 H. An Extra Board Rail Operator may request to add or remove overtime availability
9 for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. Rail
10 Operators who remove overtime availability may be assigned overtime only in accordance with
11 Paragraph D.6.

12 I. A Regular Rail Operator may request to be added to or removed from the overtime
13 list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective
14 Saturday.

15 J. RAIL may post overtime trippers for pick.

16 1. A Regular Rail Operator may select one overtime tripper per day, including
17 his/her RDO. An Extra Board Rail Operator may select one overtime tripper for each RDO.

18 2. If all posted trippers are not picked, the balance shall be offered for pick to
19 all Rail Operators by Rail Operator seniority. A Rail Operator may pick a second tripper per day at
20 this time. An Extra Board Rail Operator may not pick a tripper on his/her regular day to work. Any
21 remaining trippers shall be assigned according to the work rules.

22 3. A Rail Operator who has picked an overtime tripper will be assigned that
23 tripper on the day(s) picked unless excused.

24 **SECTION 12 – SPECIAL ALLOWANCES**

25 A. Twenty minutes report time shall be paid for pre-departure check-out. However,
26 this provision does not apply to mainline reliefs.

27 B. Thirty minutes straight-time pay shall be paid for the first report of each accident.
28 If a Rail Operator is required to fill out a separate report by the State of Washington or a local police

1 department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer approves
2 the first accident report and the Rail Operator is called in to fill out an additional report other than
3 those for the State of Washington or local police departments, an additional 30 minutes straight-time
4 pay shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be
5 paid for the first report of each accident involving a collision with another vehicle in which both
6 vehicles are moving or in any collision with a pedestrian.

7 C. The following straight-time premiums shall be paid only when these reports cannot
8 be completed during platform hours. To be paid, a Rail Operator must submit complete and accurate
9 reports:

- 10 1. Incident reports, except those involving Rail Operator assaults – 10
11 minutes.
- 12 2. Incident reports involving Rail Operator assaults – 20 minutes.
- 13 3. Vandalism reports – 5 minutes.
- 14 4. Found tags – 5 minutes.
- 15 5. Rail Operator Request slips – 5 minutes.
- 16 6. Safety reports, when requested by a supervisor – 5 minutes.
- 17 7. Service reports, when requested by a supervisor – 5 minutes.

18 D. A Rail Operator who is not on report shall be paid a minimum of one hour straight-
19 time pay for a train change.

20 E. One hour straight-time pay shall be paid to a Rail Operator for each day spent
21 instructing a student.

22 F. If a Rail Operator is working an overtime assignment, and the overtime rate
23 applies, s/he will be paid at the overtime rate or receive a minimum of two hours and thirty minutes
24 of straight time pay, whichever is greater.

25 G. The minimum time paid for extra assignments for Rail Operators shall be the
26 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

27 H. An Extra Board Rail 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, Report or Extra Board Operator, who works a combo or frag having
4 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. Mainline relief travel time shall be paid at the applicable rate based upon the
8 maximum time required for travel from the base to a relief point during the applicable period of the
9 day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility
10 relief shack.

11 K. A Rail Operator who is relieved on the road and is directed by RAIL to return to
12 the base to submit an accident or incident report or a found item will be paid travel time at the
13 applicable rate.

14 **SECTION 13 – UNIFORMS**

15 A. Upon completion of training and after certification, a newly hired Rail Operator
16 shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter,
17 the uniform allowance shall be available annually on the Rail Operator's anniversary of rail
18 certification.

19 B. A uniform allowance of twelve times the top step Rail Operator wage rate on
20 January 1 of each year shall be available annually on each Rail Operator's certification date. The
21 uniform allowance may be used only to purchase authorized uniform items. A Rail Operator who
22 does not pick an assignment and who is not required to be in uniform will have his/her uniform
23 allowance for the following year reduced by one-third of the annual allowance for each shake-up on
24 such status.

25 C. Uniform allowance balances may be carried over if unused. A Rail Operator's
26 accrued allowance may not exceed 25 times the top step Rail Operator wage rate that will be in effect
27 on January 1st immediately following the effective date of this AGREEMENT.

28 D. Rail Operators are required to be in uniform while on duty. When uniform

1 garments are not available, an out of uniform slip will be given to the Rail Operator by the Supervisor
 2 before the Rail Operator goes on duty. Uniforms shall be worn only to and from work and while on
 3 duty. Union garments and other items with ATU insignia approved by RAIL shall be considered
 4 acceptable uniform attire

5 E. Footwear designated by METRO may be purchased with the uniform allowance.
 6 Footwear must meet the current standards of uniform footwear for Rail Operators.

7 F. All uniform items will be union made, unless mutually agreed between the
 8 PARTIES.

9 G. Rail Operators who leave RAIL in good standing shall not be required to return
 10 items which came with a Sound Transit insignia.

11 **ARTICLE R19: RAIL SUPERVISORS**

12 ***SECTION 1 – DEFINITION OF EMPLOYEES***

13 A. A “Rail Supervisor” shall mean a person employed by RAIL on a regular full-time
 14 continuing basis who may perform the job duties of, including but not limited to:

- 15 ● Dispatcher
- 16 ● Field supervisor
- 17 ● Operations controller
- 18 ● Rail instructor

19 B. A “Rail Supervisor-in-Training (RSIT)” shall mean an Employee who is training
 20 to become a Rail Supervisor.

21 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

22 The management and direction of the work force, which includes, but is not limited to,
 23 assigning work, clarifying all job specifications with regard to duties and setting performance
 24 standards with input from Rail Supervisors, is vested exclusively in RAIL, limited only by the stated
 25 conditions in this Article. Items not specifically addressed in this Article but covered in the general
 26 Articles of this AGREEMENT shall also apply to Rail Supervisors. No changes in existing rights or
 27 related conditions shall be made without first negotiating with the UNION.

SECTION 3 – RAIL SUPERVISOR-IN-TRAINING

1
2 A. Appointment of Rail Supervisor-In-Training. Candidates for these positions shall
3 be selected from qualified Employees. The first class from the list will be appointed based on merit.
4 The remaining list of candidates resulting from each recruitment shall be supplied to the UNION for
5 seniority ranking, and will remain in effect until exhausted.

6 B. The selection process for RSITs shall be based on an Employee's ability, training,
7 education, experience, and job performance, as determined by appropriate testing procedures and
8 evaluation. Candidates on the list must meet the hiring criteria at the time they are offered a position
9 as RSIT. An Employee who does not meet the qualification requirements at the time of appointment,
10 or who declines an offer, will be removed from the list; such Employee may reapply during a
11 subsequent recruitment. The list will remain in effect until exhausted.

12 C. Testing procedures for RSIT candidates shall be developed with input from Rail
13 Supervisors. A Rail Supervisor, selected by Rail after consultation with the UNION, shall be
14 included in the RSIT candidate selection process.

15 D. RSITs shall be placed in that classification for twelve months, during which time
16 they shall be required to qualify as Dispatcher, Field Supervisor, and Operations Controller. Failure
17 to qualify shall result in termination as RSIT and return to previous classification with no loss in
18 seniority. Rail shall establish and publish standards for qualification and, with input from instructing
19 Rail Supervisors, will determine in each case whether the RSIT has successfully qualified.

20 E. Upon appointment, RSITs shall be subject to a twelve-month probationary period.

21 F. Upon appointment, RSITs shall receive a voucher for four pairs of uniform pants,
22 six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be issued to
23 Rail Supervisors newly hired from Bus Supervisor positions.

SECTION 4 – PICKS

24
25 A. In the spring and fall of each year, when a facility opens or closes, or when
26 mutually agreed by the PARTIES, all shifts required in the job classification of Rail Supervisor will
27 be posted for a general pick. Copies of shifts to be picked will be posted at all work sites 14 days
28 prior to the pick. RAIL also will issue each RAIL Supervisor and the UNION a copy of this

1 information. After the posting, there will be a review period in which changes may be made by
2 RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the
3 PARTIES. Implementation of the spring pick will occur between April 1 and April 15 and
4 implementation of the fall pick will occur between October 1 and October 15. The two general picks
5 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general
6 pick.

7 **B.** Rail Supervisor shifts will be classified as regular and relief. Employees will be
8 permitted to select shifts and vacations in accordance with individual seniority. All shifts will be
9 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
10 PARTIES.

11 **C.** A Rail Supervisor who will not be available to pick must leave, with the UNION,
12 his/her choices of shifts in order of preference. Failure to do so will result in the UNION
13 representative making every effort to select a shift comparable to the assignment last selected at a
14 pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An
15 Employee shall not be compensated for time spent in the pick unless it is during his/her regular
16 working hours.

17 **D.** A UNION representative shall certify the pick.

18 **E.** All Rail Supervisors' shifts, excluding relief shifts, once picked, will not have
19 hours, significant duties, or RDOs changed during a shake-up without approval of the affected Rail
20 Supervisor(s) and the UNION.

21 **F.** At each pick, Supervisors may volunteer in writing to work overtime.

22 **G.** All regular shifts shall have at least ten hours off between consecutive day's shifts.
23 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere
24 in this AGREEMENT. Should either party be adversely affected by this Paragraph, the PARTIES
25 agree to meet and negotiate necessary changes.

26 **H.** Any deviation to shift schedules for holidays will be posted at pick.

27 **I.** Pick will be governed by the provision of this Section and by guidelines mutually
28 developed and agreed by the PARTIES.

SECTION 5 – MOVE-UPS

A. When a vacancy occurs during a shake-up in any Rail Supervisor position, a seniority move-up will be held within 14 days if RAIL elects to fill the vacant shift. Remaining vacant shifts may be offered in seniority order to fully qualified RSITs.

B. Move-ups may not be requested during the last eight weeks of the current shake-up.

SECTION 6 – WORK ASSIGNMENTS

A. The Rail Supervisor job classification, except for RSIT, shall have regular shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.

B. All shifts for Rail Supervisors shall be completed within a continuous eight or ten hour period.

C. Regular shifts shall consist of five consecutive days of work (or four days if it is a 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively. Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the UNION.

D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-hour guarantee each workday. RDOs and shifts for Relief Rail Supervisors shall be posted by Friday of the week before each pay period ends for each pay period. There will be two consecutive RDOs (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief Rail Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or vice versa. RDOs will not be changed or cancelled without the consent of the affected Rail Supervisor, except in an emergency. The RDOs for Relief Rail Supervisors may change each pay period as a result of the availability of assignments.

E. Prior to the end of each pay period, each Relief Rail Supervisor will pick his/her assignment for the next pay period from the known available assignments and available RDOs, by seniority. Each pay week will be picked separately. Assignments selected the first week will not

1 affect selections in the second week, except where minimum time off between shifts and/or 54 hours
2 off for RDOs would be compromised.

3 F. If there are not enough work assignments for all Relief Rail Supervisors to choose
4 from, extra assignments may be created. RAIL may change a Relief Rail Supervisor's extra
5 assignment by up to four hours, provided the change is made at least twelve hours before the start
6 time of the Rail Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,
7 or with the Relief Rail Supervisor's consent, a Relief Rail Supervisor's extra assignment may be
8 changed by more than four hours and with less than twelve hours notice. Relief Rail Supervisors
9 who have picked extra assignments must check in between twelve and eight hours prior to the
10 scheduled start of the extra assignment to find out if there is a change.

11 G. All Rail Supervisors shall have at least 54 hours scheduled off for their two
12 consecutive RDOs.

13 H. RAIL will determine the number of relief shifts, but the number of relief shifts will
14 not exceed one-third of the total of all shifts with a minimum of three.

15 I. RAIL agrees to assign all special project assignments by giving equal consideration
16 to the Rail Supervisor's education, ability and experience as it applies to each assignment. Special
17 project assignments will be posted for regular Rail Supervisors to apply for and selection shall be
18 based on the above criteria if the special project assignment is to exist for 30 days or more. If the
19 special project assignment is in excess of 90 days, the special project assignment will be rotated
20 among those Rail Supervisors who applied and who meet the above criteria, provided the rotation
21 does not result in project delay. METRO also recognizes the need for ongoing optional training
22 programs which will allow Rail Supervisors to become better qualified for their present work
23 assignments or for advancement.

24 J. Except where modified by historical practice, agreement or mutual understanding,
25 any work that has been historically or traditionally performed only by Rail Supervisors will not be
26 performed by any other individual.

27 K. When a shift remains unfilled within one hour of the start time of the shift and
28 RAIL determines that the shift cannot be cancelled, a Rail Supervisor working a different shift with

1 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
2 hours worked by the Rail Supervisor cannot be changed more than 30 minutes except by mutual
3 agreement. When determining which Rail Supervisor will fill the shift, RAIL will consider seniority,
4 Rail Supervisor qualification, business requirements and the Rail Supervisor's desire to change work
5 assignments.

6 L. To meet service needs, Rail Supervisors may be assigned to other duties within
7 their job classification. Any wage differential included in a shift will be maintained if a Rail
8 Supervisor is assigned other duties during his/her shift.

9 M. RAIL will determine the staffing needs for each special event day. When RAIL
10 has determined which shifts will be required to work, Rail Supervisors will be offered the special
11 event assignment in seniority order, as follows:

- 12 1. Rail Supervisors on regular workday
- 13 2. Rail Supervisors on their RDO
- 14 3. Should no Rail Supervisor accept the special event assignments, they may
15 be assigned by inverse seniority to Rail Supervisors on regular day to work.

16 N. Known special event assignments shall be posted at the pick. Special event service
17 that is not posted at the pick shall be made available through the assignment/overtime process.

18 **SECTION 7 – SPECIAL ALLOWANCES**

19 A. Rail Supervisors will be paid a 5% premium above the Rail Supervisor wage for
20 all time paid when assigned as an Operations Controller.

21 B. A Rail Supervisor shall receive two hours straight-time pay for each shift during
22 which s/he instructs an RSIT or non-qualified Rail Supervisor or a Rail Supervisor who requires a
23 refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on
24 the completion of an evaluation of the trainee's performance.

25 **SECTION 8 – OVERTIME**

26 A. All hours worked in excess of a Rail Supervisor's daily guarantee on a regular
27 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
28 pay for actual hours worked.

1 **B.** Any work performed on a RDO shall be paid at the overtime rate with minimum
2 pay of four hours. No Rail Supervisor will be required to work on his/her RDO except in an extreme
3 emergency. Should no Rail Supervisor accept an overtime assignment, it may be assigned by inverse
4 seniority to Rail Supervisors who are scheduled to work that day as part of their regular assignment.

5 **C.** All overtime will be assigned according to guidelines mutually developed and
6 agreed by the PARTIES.

7 **D.** Posted special event assignments will be available for pick by Rail Supervisors.
8 These assignments will be known as future overtime and will be credited to the Rail Supervisor in
9 advance and combined with overtime hours actually worked.

10 ***SECTION 9- VACATION SELECTION***

11 The selection of vacation will follow those guidelines set for vacation selection and accrual in
12 Article R9 with the following exceptions:

13 **A.** Rail Supervisors will pick vacations by Rail Supervisor seniority order once per
14 year. At the spring pick, Rail Supervisors will select vacations in increments of no less than five
15 days, by seniority. After all first choices are filled, by seniority, second, third, fourth and fifth
16 choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the
17 selection of these periods.

18 **B.** The number of Rail Supervisors allowed on vacation during the same period shall
19 be at least one.

20 **C.** A Rail Supervisor may use his/her current vacation accrual in single-day
21 increments with the approval of his/her immediate supervisor.

22 ***SECTION 10 – GENERAL AND SPECIAL BENEFITS***

23 **A.** Upon the approval of RAIL, at least one Rail Supervisor per day shall be allowed
24 to use a personal holiday.

25 **B.** Annually, on the fourth Monday in January, a uniform allowance payable by
26 voucher of twelve times the top step of the Rail Supervisor wage rate on January 1 of each year shall
27 be available for each Rail Supervisor. The maximum uniform allowance balance, which may be
28 carried over into the next year is \$500. The uniform voucher may be used only to purchase

1 authorized uniform items. When a Rail Supervisor needs to replace his/her all-weather parka or
 2 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
 3 above allowances, a Rail Supervisor may be reimbursed once each calendar year for one pair of
 4 personal work shoes costing up to an amount of six times the top step of the Rail Supervisor wage.
 5 To receive reimbursement the shoes must meet the current standards of uniform footwear for Rail
 6 Supervisors.

7 C. All necessary safety and foul weather gear will be provided by RAIL.

8 D. Rail Supervisors will receive hands-on orientation on all Rail equipment within 90
 9 days of its use in service. Those Rail Supervisors who are directly involved in the operation/service
 10 of the special equipment will receive orientation or training on such equipment.

11 E. It is RAIL's responsibility that all Rail Supervisors will be trained and certification
 12 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
 13 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

14 F. Rail Supervisors selected by the UNION will participate in the Rail Labor-
 15 Management Relations Committee as needed.

16 G. RAIL will complete a written description of the duties and responsibilities of each
 17 shift.

18 H. RAIL will determine the number of Rail Supervisors allowed to have time off
 19 through day off book procedures and will accommodate Rail Supervisor requests consistent with
 20 daily staffing requirements. Requests for AC days may not be entered into the day off book more
 21 than one calendar month in advance of the day(s) off desired.

22 **ARTICLE R20: RAIL VEHICLE MAINTENANCE EMPLOYEES**

23 ***SECTION 1 – DEFINITION OF EMPLOYEES***

24 "Rail Vehicle Maintenance Employees" shall mean all Employees in the following job
 25 classifications:

- 26 ● Electromechanic
- 27 ● Maintenance Service Center (MSC) Worker
- 28 ● Rail Service Worker

1 **SECTION 2 – GENERAL CONDITIONS**

2 A. RAIL shall not adopt time estimates contained in flat-rate mechanics books for
3 scheduling or evaluation purposes. RAIL work standards are exempted from this provision.

4 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified
5 Employee. No Employee will be required to perform an unsafe procedure.

6 **SECTION 3 – WORK ASSIGNMENTS**

7 A. The workweek shall consist of five consecutive days, except when an Employee's
8 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
9 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
10 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
11 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
12 Article R13.

13 B. A new Employee shall be assigned by RAIL until the next pick or move-up.

14 C. Employees may be detailed for training until fully qualified. The training time will
15 be determined by the PARTIES.

16 D. Assignment of specific duties on any shift shall be at the discretion of RAIL.

17 E. An Employee who is required to attend training will be given at least seven days
18 notice if the training is outside his/her normal shift hours.

19 F. For the purposes of the pick and subsequent work assignments, the graveyard shift
20 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
21 swing shift shall be considered the third.

22 G. Should it become necessary to alter a shift during a shake-up and such alteration
23 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
24 request for accommodation which requires an alteration in the start or quit times of a shift, such
25 Employee may request that RAIL consider their request. RAIL will then contact the UNION to
26 review the matter. Should a personnel dispute occur, either party can submit the dispute to the King
27 County Alternative Dispute Resolution program.

28 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 Rail 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 Rail 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 RAIL 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 RAIL 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.

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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	2.40%	3.19%
Rail Service Worker	2.95%	3.93%
Maintenance Service Center Worker	2.75%	3.66%

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
2014	\$826
2015	\$826
2016	\$826

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 rainset, 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 and cushioned inserts identified on the RAIL voucher at time of purchase). The maximum
17 RAIL contribution paid by such voucher shall be \$200 per Employee as provided in Paragraph E.

18 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
19 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

20 **F.** When an Employee is informed during his/her regular shift that overtime in excess
21 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
22 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
23 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

24 **G.** Except where modified by historical practice, agreement, or mutual understanding,
25 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be
26 performed only by Employees working in those classifications.

27 **H.** Rail Vehicle Maintenance Employees may use the ten minutes prior to the end of
28 their workday for personal clean-up.

1 I. When upgraded to a higher paid classification, an Employee shall be paid at the
2 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
3 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
4 upgraded.

5 J. RAIL will provide a secure area at each work location for UNION related materials
6 accessible to all UNION representatives at that location.

7 **SECTION 12 – ATTENDANCE MANAGEMENT**

8 A. The PARTIES recognize that Rail Vehicle Maintenance duties and functions are
9 time critical and that Employees have the responsibility and obligation to be at work on time each
10 day. Rail Vehicle Maintenance Employees will be subject to the following terms, which supersede
11 any conflicting provisions elsewhere in the AGREEMENT.

12 B. Rail Vehicle Maintenance will monitor and record attendance using the terms of
13 late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
14 Employees that call one-half hour before his/her shift to request unscheduled leave and then are
15 requested to come to work, provided they report to work in a reasonable time. An Employee can use
16 AC time or vacation time to make up lost time.

17 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
18 follows:

- 19 1. An Employee may complete any time left on his/her shift.
- 20 2. An Employee may work a full eight hours or ten hours for 4/40 Employees
21 even though this work would continue into the next shift.
- 22 3. An Employee may not use AC time or vacation to make up lost time.
- 23 4. An Employee will be paid for actual hours worked at his/her scheduled rate
24 of pay.
- 25 5. A late occurrence shall not create an overtime opportunity for the late
26 Employee. No grievances will be filed by other Employees claiming
27 overtime infringements should an Employee elect to work his/her full shift
28 and the time worked extends into another shift.

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6. Late occurrences will be recorded in a 180-day rolling time frame as follows:

- 1st through 5th occurrence – Employee and immediate supervisor initial the attendance card.
- 6th occurrence – One-day suspension without pay.
- 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:

- 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.
- 3rd occurrence – One-day suspension without pay.
- 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.

1 H. The PARTIES agree to review this Section on an annual basis.

2 **SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM**

3 RAIL will create a training program for Bus Employees to be trained for
4 Electromechanic vacancies. Bus Vehicle Maintenance Employees, after successfully passing an
5 appropriate aptitude test, will be placed on the training eligibility list based on Vehicle Maintenance
6 seniority. If an insufficient number of Vehicle Maintenance employees apply, then other UNION
7 Employees shall be considered.

8 **SECTION 14 – HIRING OF ELECTROMECHANICS**

9 If an insufficient number of qualified internal candidates apply for a vacant
10 Electromechanic position, METRO may conduct an external recruitment.

11 **SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

12 Employees will participate in the Rail Labor-Management Relations Committee.

13 **ARTICLE R21: WAY, POWER AND SIGNALS EMPLOYEES**

14 **SECTION 1 – DEFINITION OF EMPLOYEES**

15 “Way, Power and Signals Employees” shall mean all Employees in the following job
16 classifications, and their respective lead positions where applicable:

- 17 ● Grounds Specialist
- 18 ● Lead Rail Facilities Custodian
- 19 ● Lead Rail Station Custodian (Lead Transit Custodian)
- 20 ● Rail Facilities Custodian
- 21 ● Rail Facilities Mechanic
- 22 ● Rail Laborer
- 23 ● Rail Signal and Communications Technician
- 24 ● Rail Station Custodian
- 25 ● Rail Track and Right of Way Maintainer

26 **SECTION 2 – SUBCONTRACTING**

27 RAIL shall not subcontract work historically performed by members of the UNION;
28 however, the UNION understands that the scope of work performed by RAIL employees is

1 determined by Sound Transit.

2 **SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS**

3 A. Until October 31, 2013, vacancies in the Rail Station Custodian classification shall
4 be filled by qualified Facilities Custodian applicants by seniority. Thereafter, METRO shall use the
5 regular, open, competitive process, which is used for most UNION positions.

6 B. If no internal applicants are qualified for the promotional opportunity, RAIL shall
7 use an open and competitive hiring process.

8 **SECTION 4 – WORK ASSIGNMENTS**

9 A. The workweek shall consist of five consecutive days, except when an Employee's
10 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
11 workday. Each shift will be completed within a continuous eight and one-half hour period and will
12 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who
13 pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions
14 in Article R13.

15 B. If it becomes necessary to alter a shift, and such alteration imposes a serious
16 hardship on the Employee, such Employee may request that the PARTIES review the matter.

17 C. For the purposes of the pick and subsequent work assignments, the graveyard shift
18 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
19 third.

20 D. For holiday work assignments, RAIL will determine the staffing needs for each
21 shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

22 E. Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

23 **SECTION 5 – UPGRADES**

24 A. The provisions of Article R14, Section 3, Paragraph A, shall not apply to Way,
25 Power and Signals Employees. Instead, all assigned work in a higher paid classification will be paid
26 at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
27 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.

28 Overtime will be paid at the overtime rate for the higher paid classification.

1 B. Upgrades will be based on qualifications, as determined by RAIL.

2 C. Seniority will determine which Employee is upgraded among equally qualified
3 Employees.

4 D. An Employee who declines a temporary upgrade opportunity may not displace the
5 Employee who accepted it, regardless of seniority.

6 E. Training opportunities for upgrade qualification will be offered on a rotating basis
7 using a sign up sheet established by seniority.

8 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
9 step of the wage rate of the classification for which s/he serves as a Lead.

10 1. If RAIL determines that a Lead position will be needed for a project or crew
11 which has three or more Employees and/or will last for more than 90 days, and/or when justified by
12 the additional responsibilities and coordination, RAIL will assign a regular journey-level Lead
13 instead of a designated Lead.

14 2. Employees upgraded to a regular Lead position will be selected from
15 Employees on the project or crew who have completed probation.

16 3. Each regular Lead will be considered a working Lead. In addition to his/her
17 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

18 4. No regular Lead will discipline other Employees (as defined by Article R4,
19 Section 2(A)).

20 **SECTION 6 – DESIGNATED LEADS**

21 A. Each designated Lead in the Way, Power and Signals sections shall receive a 10%
22 differential above his/her existing wage rate for his/her classification.

23 B. A designated Lead will be assigned by the immediate supervisor or chief at the
24 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and
25 opportunities to experience Lead work assignments, and taking into account Employees' abilities,
26 training, education, experience, seniority, and job performance.

27 C. Any Employee who trains a newly hired Employee will receive designated Lead
28 pay. Lead pay for training shall be assigned at the discretion of RAIL.

1 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
2 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
3 the entire shift.

4 E. A designated Lead will be considered a working Lead. In addition to his/her
5 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

6 F. No designated Lead will discipline other Employees (as defined by Article R4,
7 Section 2(A)).

8 **SECTION 7 – PICKS AND MOVE-UPS**

9 A. Two picks shall be held annually for Way, Power and Signals Employees to be
10 effective on the start of the closest pay period to March 15 and September 15. When a facility opens
11 or closes, a section-wide pick will occur for those job classifications affected.

12 B. Employees may select by classification seniority their shift and two consecutive
13 RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on
14 the pick sheets.

15 C. A once-yearly vacation pick will be held. Thereafter, the once-yearly vacation
16 pick shall occur before December 15th.

17 D. All Employees listed in Section 1 may select by classification seniority their shift
18 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be
19 picked to the extent specified by RAIL on the pick sheets.

20 E. Copies of the proposed pick schedule and shifts will be posted for review no later
21 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
22 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
23 after the pick.

24 F. An Employee who is unable to attend the pick may leave an absentee pick form
25 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
26 representative picking an assignment for the Employee. The UNION representative shall make an
27 effort to select an assignment comparable to the assignment most recently worked. Selections made
28 by the UNION will not be subject to the grievance/arbitration procedure.

1 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 will be notified prior to the start of
3 the pick process.

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 Way, Power and Signals 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 Way, Power and Signals 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 Way, Power and Signals 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 Way, Power and Signals 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.

17 **SECTION 10 – SHIFT DIFFERENTIAL**

18 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate.
19 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
20 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

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Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Signal and Communications Technician	2.21%	2.94%
Track and Right of Way Maintainer	2.40%	3.19%
Facilities Custodian	3.70%	4.93%
Station Custodian	3.36%	4.47%
Facilities Mechanic	2.40%	3.19%
Rail Laborer	3.04%	4.05%

SECTION 11 – SPECIAL BENEFITS

RAIL will provide any and all tools necessary to perform all assigned mechanical work to Way, Power and Signals Employees.

A. Each Way, Power and Signals 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 rainset, 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. The maximum RAIL contribution paid by such voucher shall be \$200 per Employee. A replacement item will be issued when the item is lost, stolen, damaged or worn out.

D. 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.

1 E. RAIL shall reimburse each Employee for the cost of any license(s) required in
2 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers
3 license.

4 **SECTION 12 – ATTENDANCE MANAGEMENT**

5 A. The PARTIES recognize that Way, Power and Signals duties and functions are
6 critical and that Employees have the responsibility and obligation to be at work on time each day.
7 Way, Power and Signals Employees will be subject to the following terms, which supersede any
8 conflicting provisions elsewhere in the AGREEMENT.

9 B. Way, Power and Signals will monitor and record attendance using the terms of late
10 occurrence and unexcused absence.

11 C. A late occurrence:

12 1. of up to one hour shall be managed and recorded as follows:

13 a. An Employee may complete any time left on his/her shift.

14 b. An Employee may work a full eight or ten hours even though this
15 work would continue into the next shift.

16 c. An Employee may not use AC time or vacation to make up lost
17 time.

18 d. An Employee will be paid for actual hours worked at his/her
19 scheduled rate of pay.

20 e. A late occurrence shall not create an overtime opportunity for the
21 late Employee. No grievances will be filed by other Employees claiming overtime infringements
22 should an Employee elect to work his/her full shift and the time worked extends into another shift.

23 2. of between one and two hours shall be managed and recorded as follows:

24 a. An Employee may complete any time left on his/her shift only.

25 b. An Employee may not use AC time or vacation to make up lost
26 time.

27 c. An Employee will be paid for hours worked at his/her scheduled rate
28 of pay.

1 3. Late occurrences will be recorded in a 180 day rolling time frame as
2 follows:

- 3 a. 1st through 5th occurrence – Employee and chief initial the time
4 sheet/late report card.
5 b. 6th occurrence – one-day suspension without pay.
6 c. 7th occurrence – discharge, treated as a major infraction as defined
7 in Article R4.

8 D. Unexcused absences (over two hours late) shall be managed and recorded as
9 follows:

- 10 1. An Employee may complete his/her shift only.
11 2. An Employee may not use AC time or vacation to supplement his/her
12 regular shift pay.
13 3. Such Employee is not eligible for overtime that day.
14 4. Unexcused absences will be recorded in a twelve-month rolling time frame
15 as follows:

- 16 a. 1st occurrence – Employee will receive Oral Reminder; chief will
17 initial the late report card.
18 b. 2nd occurrence – Employee will receive Written Reminder; chief
19 will initial the late report card.
20 c. 3rd occurrence – One-day suspension without pay.
21 d. 4th occurrence – Discharge, treated as a major infraction as defined
22 in Article R4.

23 E. An occurrence which results in a second one day suspension within 180 days of the
24 occurrence that resulted in the first suspension shall result in discharge.

25 F. Extenuating circumstances will be considered. Any request by an Employee to
26 have a late occurrence or unexcused absence removed from the attendance management record must
27 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a
28 late occurrence or unexcused absence that has been removed from the attendance management record

1 has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

2 G. The PARTIES agree to review this Section on an annual basis.

3 **SECTION 13 – TRAINING**

4 The PARTIES shall develop training programs in selected trade classifications. The
5 PARTIES will jointly determine the implementation of the programs. The programs will recognize
6 that workforce diversity is valued and encouraged.

7 **SECTION 14 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE**

8 Way, Power and Signals Employees will participate in the Rail Labor-Management Relations
9 Committee.

10 **ARTICLE R22: LIGHT RAIL TRAINING**

11 **SECTION 1 – DEFINITION OF EMPLOYEES**

- 12 • Rail Technical Trainer

13 **SECTION 2 – GENERAL CONDITIONS**

14 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer
15 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work
16 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her
17 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days
18 executive leave annually, to be administered according to King County policy.

19 B. The Rail Technical Trainer position will be filled through an open and competitive
20 recruiting process.

21 C. When Rail Technical Trainer is required to work on a holiday, s/he will have
22 another day off with pay on a day mutually agreed by the Employee and his/her immediate
23 supervisor.

24 D. Rail Technical Trainers will receive a second personal holiday to be used in the
25 payroll year in lieu of the holiday for Lincoln's Birthday defined in Article R8, Section 3. The use of
26 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

1 **ARTICLE R23: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3 A. “Temporary Employee” shall mean a person who is employed for a period of time
4 not to exceed 1040 hours in a rolling twelve-month period. However, Temporary Employees may be
5 used for a maximum period of 2080 hours in a rolling twelve-month period if mutually agreed by the
6 PARTIES.

7 B. “Project Temporary Employee” shall mean a person who is employed for a period
8 of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed the
9 duration of the project, the duration of a backfill for another Employee, or two years, whichever
10 comes first.

11 C. Employees covered by this Article:

12 1. Will not be used to fill regular, Career Service positions until after the process
13 provided in Article 3, Section 13 has been completed.

14 2. Do not become Career Service Employees and must be immediately separated if
15 their employment exceeds the limits established above; otherwise, a contract violation has occurred.

16 3. Shall be considered probationary Employees for the duration of their employment,
17 whose instances of discharge will be covered by Article 4.9.

18 4. Are not subject to the layoff and recall provisions of the AGREEMENT.

19 5. Will be assigned to work locations, shifts, and regular days off by METRO.

20 6. Will either be provided with those tools necessary to perform their jobs, or will
21 receive one-third of the applicable tool allowance in effect at the time for the classification.

22 D. Positions filled by Employees covered by this Article will not be part of the regular
23 pick process for regular Employees.

24 E. METRO and the UNION will periodically meet to discuss the use of Employees
25 under this Article and whether the work should properly be performed by other Employees.

26 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would
27 employ a substantial number of Employees under this article.

28

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 R24: 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.

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EXHIBIT RA – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Rail Section

Electromechanic	\$35.15
Grounds Specialist	\$29.70
Lead Rail Facilities Custodian	\$25.03
Lead Rail Station Custodian	\$27.60
Maintenance Service Center Worker	\$30.63
Rail Facilities Custodian	\$22.75
Rail Facilities Mechanic	\$35.15
Rail Laborer	\$27.75
Rail Operator	\$30.71
Rail Service Worker	\$28.53
Rail Signal and Communications Technician	\$38.18
Rail Station Custodian	\$25.09
Rail Supervisor	\$38.69
Rail Supervisor (Operations Control Controller)	\$40.62
Rail Supervisor-In-Training	\$34.82
Rail Technical Trainer	\$41.34
Track and Right of Way Maintainer	\$35.15
*Lead Rail Facilities Mechanic	\$38.67
*Lead Rail Laborer	\$30.53
*Lead Rail Signal and Communications Technician	\$42.00
*Lead Rail Track and Right of Way Maintainer	\$38.67

Streetcar Section

Streetcar Maintainer	\$35.15
Streetcar Operations and Maintenance Supervisor	\$40.62
Streetcar Operator	\$30.71

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
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16 City Retirement Office
17 720 Third Avenue, Suite 900
18 Seattle, WA 98104-1829
19 (206) 386-1293
20 www.seattle.gov/retirement
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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587 ("Union")
AND
KING COUNTY DEPARTMENT OF TRANSPORTATION ("Metro")

Subject: Annual Sick Leave Certification

Background:

1. The parties have come to understand that in a work group as large as Transit Operations, the requirement of per-incident sick leave self-certification in Article 11, Section 1, Paragraph D, has created an administrative burden for Operation's staff and previously resulted in unnecessary confusion among Employees. The parties believe that having Employees periodically sign a self-certification form affirming that their future use of sick leave will be for reasons allowed by the collective bargaining agreement will provide the same benefit as the per-incident form, while alleviating much of the administrative burden and Employee confusion caused by the per-incident requirement.

2. Effective upon execution of this Memorandum of Agreement and for the next contract cycle through October 31, 2016, the parties wish to modify the language in Article 11, Section 1, paragraph D, to ascertain whether yearly self-certification can achieve the desired results in sick leave management, while addressing the issues of administrative burden and Employee confusion. As such, the parties enter into this agreement through the next contract cycle, with this agreement concluding on October 31, 2016.

Agreement:

1. The parties agree to the following modifications of Article 11, Section 1 Paragraph D.

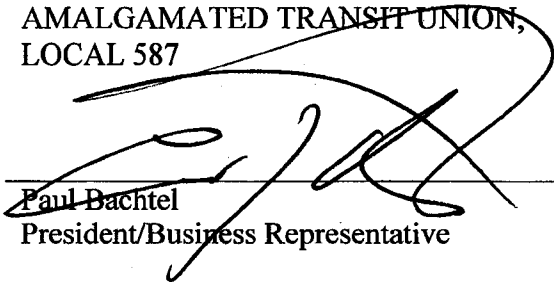
Each Employee who uses paid sick leave, or who takes other time off for a reason permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands use of sick leave in a manner inconsistent with paragraph A constitutes a falsification of a sick report, which is a major infraction per Article 4, Section 3. A certification will be turned in within five (5) calendar days of the day the Employee returns to work, except that Employees defined in Articles 15, 16, and 22, plus OSS Coordinators will receive and sign an annual sick leave certification instead of submitting a separate certification following each use of sick leave. An Employee who refuses to sign or provide the certification shall receive an unexcused absence for each day or partial day of absence for which there is no signed certification.

2. This modification of Article 11, Section 1, Paragraph D in the new collective bargaining agreement will become void on October 31, 2016, meaning that ~~current contract language that existed in the Sick Leave MOA will resume after that date~~ Article 11, Section 1, Paragraph D will apply to all Employees. The parties may negotiate an extension or modification of this Memorandum of Agreement upon its expiration.

APPROVED this 29th day of April, 2015.

By: 
The Honorable Dow Constantine
King County Executive

AMALGAMATED TRANSIT UNION,
LOCAL 587


Paul Bachtel
President/Business Representative

