

# ATTACHMENT A

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

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

**PARTIES TO THE AGREEMENT**

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

**PREAMBLE**

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

**DEFINITIONS**

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

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

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

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

11 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being  
12 married, single, separated, divorced or widowed as defined in Revised Code of Washington (RCW)  
13 49.60.040.

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

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

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

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

- 24 1. Both persons share a common residence;
- 25 2. Both persons are at least eighteen years of age and at least one of the persons is  
26 sixty-two years of age or older;
- 27 3. Neither person is married to anyone else, or in a state registered domestic  
28 partnership with any other person;

1           4. Both persons are capable of consenting to the domestic partnership; and

2           5. Both persons are not of any relation to each other nearer than second cousin and  
3 neither partner is a sibling, child, grandchild, aunt, uncle, niece or nephew to the other.

4 **CONVENTIONS**

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

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

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

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

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

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

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

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

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

20           ***SECTION 1 – SOLE BARGAINING AGENT***

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

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

28           C. METRO will notify the UNION of any change in any existing UNION job

1 description prior to the implementation of the change.

2 **SECTION 2 – UNION MEMBERSHIP**

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

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

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

20 D. Any Employee may revoke a written authorization for payroll deductions by  
21 written notice to the UNION in accordance with the terms and conditions of the written authorization.  
22 Every effort will be made to end the payroll deductions effective on the first payroll period, and not  
23 later than the second payroll period, after METRO receives written confirmation from the UNION  
24 that the terms for revocation of the Employee's authorization regarding payroll deduction have been  
25 met. METRO will refer all Employee inquiries regarding the UNION’s revocation process to the  
26 UNION. METRO may answer any Employee inquiry about process or timing of payroll deductions.

27 E. The UNION shall indemnify, defend, and hold METRO harmless against any  
28 claims made and any suit instituted against METRO as a result of payroll deductions from Employees

1 for UNION dues, fees, and assessments provided such deductions were made in accordance with  
2 METRO's good-faith reliance on the terms of a written payroll deduction authorization and at the  
3 direction of the UNION. If requested by the UNION in writing, METRO will surrender any such  
4 claim, demand, suit or other form of liability to the UNION for defense and resolution.

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

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

8 **SECTION 4 – UNION ACCESS**

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

16 **SECTION 5 – UNION INSIGNIA**

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

20 **SECTION 6 – MANAGEMENT RIGHTS**

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

26 **SECTION 7 – UNION BULLETIN BOARDS**

27 METRO agrees to provide space at work locations, as determined by the PARTIES, for  
28 UNION bulletin boards, which will not exceed 48 inches by 44 inches, unless otherwise agreed by

1 the PARTIES. All materials posted shall be signed by a full-time officer of the UNION or shall be  
2 on UNION letterhead. Copies of any materials posted will be sent to the appropriate manager and to  
3 Transit Human Resources. No material shall be posted on or in METRO property by, or on behalf of,  
4 the UNION or its members, except as provided above. However, during terms of general UNION  
5 election of officers, the PARTIES shall agree upon suitable space and conditions for the posting of  
6 campaign literature. In addition, METRO will provide adequate space adjacent to each UNION  
7 bulletin board for a clipboard.

8 **SECTION 8 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

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

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

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

21 **SECTION 9 – JOINT SAFETY AND HEALTH COMMITTEE**

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

27 METRO is committed to providing a safe workplace and wishes to increase communication  
28 about safety concerns to Employees through their UNION. METRO and the UNION shall convene

1 a special work group to assess the UNION's concerns about METRO's compliance with safety laws  
2 and regulations. The special work group shall consist of two members appointed by METRO and  
3 two members appointed by the UNION. The work group shall: 1) review METRO's compliance  
4 with safety laws and regulations; 2) make recommendations, as appropriate, for changing workplace  
5 processes and procedures; 3) assess what training may be required by law; 4) assess whether  
6 METRO's staff is conducting sufficient investigations into workplace accidents and assess what  
7 training may be required relating to investigations; and 5) make recommendations about how to  
8 enforce safety rules in the workplace.

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

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

19 ***SECTION 10 – JOINT SECURITY STEERING COMMITTEE***

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

24 ***SECTION 11 – JOINT SCHEDULING COMMITTEE***

25 The Joint Scheduling Committee shall meet once per service change. The committee shall  
26 consist of up to three members appointed by METRO and up to three members appointed by the  
27 UNION. Duties of the committee shall be restricted to discussing scheduling goals, concerns about  
28 schedules that the UNION believes have insufficient time at the end of the line to use a restroom,

1 and making recommendations to help METRO improve route scheduling and planning for the next  
2 practicable service change. Base-specific subcommittees with representatives from both PARTIES  
3 shall be formed to discuss scheduling issues pertaining to a specific base.

4 ***SECTION 12 – VEHICLE PROCUREMENT COMMITTEE***

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

8 ***SECTION 13 – OPERATOR UNIFORM COMMITTEE***

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

11 ***SECTION 14 – COMMITTEE TO ADDRESS EMPLOYEE FATIGUE***

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

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

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

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

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

26 6. The committee shall develop recommendations to address Employee fatigue that  
27 include, but are not limited to, changes to METRO’s policies and changes to the collective bargaining  
28 agreement. The committee’s recommendations are not binding on METRO or the UNION. Any

1 recommendations that lead to changes to the collective bargaining agreement must be negotiated by  
2 the PARTIES and agreed to by both the UNION and METRO.

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

6           **SECTION 15 – EMPLOYEE DEVELOPMENT COMMITTEE**

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

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

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

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

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

23           D. This Committee will have the power to review, evaluate, and make  
24 recommendations to improve METRO’s work rules, policies, procedures, contract language, and  
25 other practices related to employee development. The Committee’s recommendations shall be made  
26 to the Labor Management Relations Committee (referenced in Article 1.8 of this AGREEMENT and  
27 also known as the Joint Leadership Group) or referred to a collective bargaining process for  
28 consideration and are not binding. Any recommendations that lead to changes to this AGREEMENT

1 must be negotiated by the PARTIES and agreed to by both the UNION and METRO.

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

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

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

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

12 ***SECTION 16 – COMMITTEE SELECTIONS***

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

15 ***SECTION 17 – PRINTING OF THE AGREEMENT***

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

19 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

20 ***SECTION 1 – MERIT SYSTEM AND HIRING***

21 A. The PARTIES are committed to providing equal employment opportunity for all  
22 new applicants for employment, as well as for present Employees. METRO shall recruit, select and  
23 promote Employees and/or individuals from the community workforce on the basis of their relative  
24 knowledge, skills and abilities and in accordance with King County’s equal employment opportunity  
25 and affirmative action policies. Upon request, METRO will inform Employees of the knowledge,  
26 skills and abilities that are the subject of interviews or role-plays for UNION positions.

27 B. Career Service and Term-Limited Temporary (TLT) Employees, as defined in  
28 Article 26, who apply for a bargaining unit position and meet the minimum qualifications shall

1 proceed to the next step in the hiring process.

2 C. Employees are encouraged to apply for bargaining unit positions. They may apply  
3 and compete with external candidates. Employees will receive an additional 5% on any passing test  
4 scores. Employees who are advanced to the interview stage will receive an additional 5% added to  
5 their interview scores. If an external and internal candidate are equally qualified for a bargaining unit  
6 position, hiring preference will go to the internal candidate.

7 D. After the recruitment process is completed, METRO will offer to meet with the  
8 Employee to review the process and provide feedback on how to improve as a candidate and/or offer  
9 resources to better prepare for future requirements.

10 ***SECTION 2 – NONDISCRIMINATION***

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

23 **ARTICLE 3: GENERAL CONDITIONS**

24 ***SECTION 1 – CUSTOMER COMPLAINTS***

25 The PARTIES agree that Employees have a fundamental obligation to treat the public that  
26 they serve with courtesy and respect and to provide safe transport. METRO and the UNION reaffirm  
27 their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer  
28 complaints. METRO will not release Operator names to customers, or disclose names of customers

1 to Operators except as set forth in the Grievance Procedure.

2 **SECTION 2 – TECHNOLOGICAL CHANGE**

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

7 B. If a technological change results in the creation of a new job classification which is  
8 appropriately included in the 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 3 – 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 4 – 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 their entire paycheck to any financial institution  
18 affiliated with the National Automated Clearing House Association (NACHA).

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

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

1 request for action through the Comfort Station Coordinator and the Schedule Maker.

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

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

7 ***SECTION 6 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

16 ***SECTION 7 – DEFECTIVE EQUIPMENT***

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

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

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

26 No Employee shall be required to take a lie detector test or be subject to unlawful  
27 surveillance. Random or indiscriminate surveillance will not be made by means of recording  
28 equipment and/or telephones without advance consent from the President/Business Representative of

1 the UNION, unless such surveillance is for the security of the public and/or Employees or for the  
2 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be  
3 disciplined for work conduct observed on a security surveillance system, except for conduct  
4 constituting a major infraction as listed in Article 4, Section 3.

5 **SECTION 9 – SERVICE LETTER**

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

8 **SECTION 10 – METHOD OF NOTIFICATION**

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

14 **SECTION 11 – SUBCONTRACTING**

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

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

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

27 **D. Dial-a-ride services.** METRO may contract dial-a-ride service to a maximum of  
28 5% of total service hours.

1                   1. For the purpose of calculating this percentage, the following definitions  
2 apply:

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

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

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

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

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

21                   ***SECTION 12 – VENDING MACHINE PROCEEDS***

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

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

1           **SECTION 13 – PROBATIONARY PERIOD**

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

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

7           B. A PTO who has not completed probation and who becomes an FTO will complete  
8 an FTO probation, receiving one day of credit towards their FTO probation for every two days of  
9 PTO service.

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

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

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

17           **SECTION 14 – SPECIAL DUTY ASSIGNMENTS**

18           **A. Definitions:**

19           1. Special Duty Assignment – When an Employee in a Base Position is  
20 temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise  
21 the majority of the work performed for a minimum of 45 days. Term-Limited Temporary (TLT)  
22 Employees are not eligible for Special Duty Assignments.

23           2. Base Position – The Employee’s underlying position where they hold  
24 seniority, while on Special Duty Assignment.

25           3. Bargaining Unit Position – The bargaining unit position that represents the  
26 Employee’s regular Base Position.

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

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

4                   **6.** Working out of classification/upgrade – When an Employee in a Base  
5 Position is temporarily assigned the duties of a higher paid classification for less than 45 calendar  
6 days. Employees working out of classification may not be required to perform all the responsibilities  
7 of the higher-level classification.

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

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

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

20                   **D.** The posting obligation for a Special Duty Assignment shall be triggered when a  
21 vacancy is foreseen to be filled for 45 days or longer. In the interim, METRO may fill the work  
22 consistent with this AGREEMENT, until the Employee is selected from the posting process. The  
23 terms for Special Duty Assignments are as follows:

24                   **1.** 45 days to Twelve Months – Shall be approved by METRO to provide  
25 additional staffing:

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

28                                   **b.** Due to unforeseen work caused by unique circumstances, which are

1 not expected to reoccur; or

2 c. Needed to either develop and/or implement a new function, system  
3 or proposal.

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

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

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

12 2. Up to Two Years – Shall be approved by METRO to perform a significant  
13 or substantial body of work such as a non-routine project or related to the initiation or cessation of a  
14 County function, on a clearly defined grant-funded or capital project/In-Plant Inspectors.

15 E. Any Employee who is on a Special Duty Assignment for at least 6 months shall be  
16 required to spend at least 90 days in their Base Position before beginning another Special Duty  
17 Assignment. If an Employee is foreseen to be on Special Duty Assignment, they will be marked as a  
18 no-pick in their Base Position for the duration of the assignment until they have returned to their Base  
19 Position.

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

22 G. Compensation, hours of work, and applicable contractual working conditions shall  
23 be consistent with the Special Duty bargaining unit's collective bargaining agreement from the time  
24 the Employee is placed in the assignment until the time the Employee returns to their bargaining unit  
25 position. Contractual provisions relating to the base bargaining unit's position (i.e. reduction in force  
26 and seniority) shall continue to apply during the Special Duty Assignment.

27 H. An Employee on Special Duty Assignment will be placed at the first step of the  
28 Special Duty classification pay range or given a flat 5% above the Employee's bargaining unit

1 position rate of pay, whichever is higher. Shift differentials will not be included when calculating  
2 Special Duty pay rate. An Employee who accepts an assignment to a lower paid position shall receive  
3 the wage rate for such lower paid position.

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

7 J. Paid leave (e.g. vacation, sick, AC, bereavement) while on a Special Duty  
8 Assignment shall be paid at the Employees Special Duty pay rate. If the Special Duty Assignment is  
9 FLSA non-exempt, the Employee's Special Duty pay will be used for the computation of overtime  
10 and AC time.

11 K. An Employee on Special Duty Assignment will continue to advance through the  
12 pay steps of their Base Position pay range while on Special Duty. If an Employee who served in the  
13 Special Duty Assignment is hired into the position, the Employee shall be credited pay steps for time  
14 served on the Special Duty Assignment. When the Special Duty Assignment is completed, the  
15 Employee's pay shall revert to the Base Position pay rate the Employee would have received if the  
16 Employee had not been on a Special Duty Assignment.

17 L. If the Special Duty position is converted to a Career Service position, and the  
18 Employee who served in the Special Duty Assignment is hired into the Career Service position, the  
19 Employee shall receive credit towards their probationary period for time served in the Special Duty  
20 Assignment. If the time served in the Special Duty position was longer than the required probationary  
21 period for that position, an Employee who has 90 days or more continuous employment in the  
22 classification at the time of selection, probationary period shall be reduced by 90 days.

23 M. An Employee's Special Duty Assignment will end when METRO becomes aware  
24 that the Employee working the Special Duty Assignment will be absent exceeding 30 calendar days  
25 or at the conclusion of a 30-day absence, whichever occurs first.

1 **SECTION 15 – WORKING OUT OF CLASSIFICATION/UPGRADE**

2 A. Working out of classification/upgrade occurs when an Employee in a Base Position is  
3 temporarily assigned the duties of a higher paid classification for less than 45 calendar days.  
4 Employees working out classification/upgraded may not be required to perform all the  
5 responsibilities of the higher-level classification.

6 B. All assigned work performed in a higher paid classification as working out of  
7 classification or upgrade will be paid a minimum of two hours at the rate of the higher paid  
8 classification. When an Employee is assigned such work for more than two hours up to and  
9 including four hours, they will be paid at such rate for four hours. When an Employee is assigned  
10 such work for more than four hours, they will be paid at such rate for eight hours and will be paid at  
11 the overtime rate for such classification, if applicable, for time in excess of eight hours.

12 C. While working out of classification, the Employee will receive 5% working out of  
13 classification pay premium, however the increase may not exceed the top step of the position. Shift  
14 differentials will not be included when calculating 5% working out of classification pay premium.  
15 Any overtime earned while working out of classification will include the 5% premium. Paid leave  
16 (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the  
17 rate of the Employee’s bargaining unit position (without the 5% working out of classification pay  
18 premium).

19 D. If a working out of classification assignment exceeds 44 consecutive calendar  
20 days, the assignment will be converted prospectively to a Special Duty Assignment and must be  
21 posted for all bargaining unit members.

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

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

26 **SECTION 16 – VACATION, SICK LEAVE AND AC TIME DONATION**

27 A. Each calendar year, an Employee may donate up to 50% of their available vacation  
28 leave and up to 100% of their AC time, in eight-hour increments, to individuals employed by King

1 County.

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

4           **C.** Donated vacation, sick leave and AC time become the property of the recipient.  
5 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,  
6 sick leave, and AC time may be donated only to an individual employed by King County who has  
7 exhausted or will have exhausted, within five calendar days following receipt of the donation request  
8 in the Payroll Section, their sick leave, vacation leave and AC time.

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

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

17           ***SECTION 17 – NEGOTIATED MEAL AND REST PERIODS***

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

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

26           Bus-side Employees are encouraged to apply for Operator and Supervisor positions with  
27 RAIL. They may apply and compete with external candidates. Employees will receive an additional  
28 5% on any passing test scores. Employees who are advanced to the interview stage will receive an

1 additional 5% added to their interview scores. The ratio of Employees' preference compared to the  
2 preference given to other King County employees will remain in full force and effect throughout the  
3 duration of this AGREEMENT.

4 ***SECTION 19 – EMPLOYEE RECOGNITION***

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

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

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

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

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

22 **ARTICLE 4: DISCIPLINE**

23 ***SECTION 1 – GENERAL***

24 A. The PARTIES believe in the notion of positive intent, with all Employees striving  
25 to perform at their personal best. METRO and the UNION endeavor to create a work environment  
26 that is both Employee and service oriented. To best accomplish this goal, the PARTIES acknowledge  
27 that there are positive approaches to correct Employee job performance (e.g. coaching, counseling,  
28 training, etc.) that serve as an alternative approach to discipline.

1  
2 The intent of discipline is corrective, rather than punitive, in nature and is subject to just  
3 cause.

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

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

12 **C.** Upon request, all Employees are entitled to UNION representation during any  
13 formal discipline. Employees will be permitted to review their disciplinary record or attendance  
14 record upon advance notice to their immediate supervisor.

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

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

22 **F.** The Book, the official handbook for Transit Operators will specify the policies and  
23 procedures, provided such policies and procedures are not in conflict with provisions of this  
24 AGREEMENT or with applicable laws. If it is necessary to revise or change the Book, revisions or  
25 changes will be discussed as needed with the UNION before implementation, with the exception of  
26 changes that call for immediate implementation due to emergency situations. The Book will be  
27 available at all bases. All Operations Employees will receive a copy of The Book when it is  
28 republished, which will include a summary of significant policy or procedure changes from the

1 previous version, particularly those changes that affect working conditions.

2           **G.** A UNION-represented Employee will not issue discipline to another UNION-  
3 represented Employee.

4           **SECTION 2 – METHOD OF NOTIFICATION**

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

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

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

17           **SECTION 3 – CATEGORIES OF INFRACTIONS**

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

24           **A. MINOR INFRACTIONS**

25           Minor infractions are violations of work rules or behavioral issues where coaching/counseling  
26 normally can correct the behavior and formal discipline may not be necessary. When formal  
27 progressive disciplinary actions are issued for minor infractions, they will be in writing and signed by  
28 the Employee. Discipline should be issued in a respectful, positive manner, allowing the Employee

1 the opportunity to take responsibility and make the necessary changes for them to succeed. Minor  
2 infractions will not count against an Employee for promotional opportunities.

3  
4 Repeated violations of work rules and/or behavioral rules considered to be minor infractions will be  
5 subject to progressive discipline under the just cause standard.

6 **B. SERIOUS INFRACTIONS**

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

10 **C. MAJOR INFRACTIONS**

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

17 **D. ACCIDENTS**

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

25 ***SECTION 4 – TYPES OF DISCIPLINE***

26 **A.** Types of discipline shall include oral reminders, written reminders, disciplinary  
27 probation, demotion, suspension and discharge.

28 **B.** To determine the appropriate level of discipline, the seriousness of the infraction

1 should be considered as well as other factors, including, but not limited to: Liability, injury, threat  
2 and response, the Employee's state of mind, the Employee's record, repeated behavior, the  
3 Employee's tenure, etc. Factors may also include the Employee's training record, whether the  
4 actions of others contributed to the event, and whether the Employee's actions were willful.

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

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

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

16 **SECTION 5 – DECISION-MAKING LEAVE**

17 At METRO's discretion, an Employee may be offered a day of paid decision-making leave  
18 when METRO believes an Employee is at a critical juncture in their career, where they may be facing  
19 significant discipline, such as termination from employment. The purpose of this leave is to provide  
20 an Employee with an opportunity to consider their conduct in the workplace, to understand that they  
21 are facing significant discipline and consider their ongoing employment at METRO. Decision-  
22 making leave will typically be offered after METRO has completed an investigation and has  
23 proposed discipline.

24 During the day of decision-making leave, the Employee must create a plan for avoiding  
25 further misconduct or discipline. Upon return from leave, the Employee will be required to discuss  
26 that plan with their supervisor. As a result of this discussion, METRO may determine not to impose  
27 traditional discipline.

28 Decision-making leave will typically be offered to an Employee only once in their career,

1 with exceptions as appropriate. An Employee may reject the opportunity to take decision-making  
2 leave.

3 ***SECTION 6 – REMOVING INFRACTIONS***

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

11 ***SECTION 7 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE***

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

14 ***SECTION 8 – WRONGFULLY SUSPENDED OR DISCHARGED***

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

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

23 ***SECTION 9 – PROBATIONARY EMPLOYEES***

24 The discipline of probationary Employees is the sole responsibility of METRO. Any  
25 Employee who is not satisfactory, in the judgment of METRO, will be discharged. Discharges  
26 during the probationary period are not subject to the grievance and/or arbitration procedures in this  
27 AGREEMENT; however, the Employee will, upon request, have the right to a termination review.  
28 The termination review must be requested within 15 days of the notification of discharge. METRO

1 will schedule the termination review and respond to the UNION, in writing, within a reasonable  
2 time.

3 **SECTION 10 – LAST CHANCE AGREEMENTS**

4 Any last chance agreement or retention of employment agreement must be signed by the  
5 Employee and the President/Business Representative/designee of the UNION and METRO.

6 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

7 **SECTION 1 – CUSTOMER COMPLAINTS**

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

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

15 2. If the complainant consents to disclosure of their name and telephone number to  
16 the UNION, METRO shall provide that information to the UNION. If the complainant agrees to call  
17 the UNION, METRO shall provide the complainant with the UNION designee's name and telephone  
18 number. If METRO reasonably determines that the complainant is vulnerable by reason of age,  
19 disability, or some other reason, METRO shall provide to the UNION the name and telephone  
20 number of the complainant's parent or guardian.

21 3. If the complainant agrees to disclose their name and number to the UNION but not  
22 to the grievant, METRO shall provide the name and number to the UNION designee. The UNION  
23 designee shall not disclose the complainant's name or number to the grievant. When the UNION  
24 designee makes inquiries to the complainant, they shall explain that the complainant's name and  
25 number will not be disclosed to the grievant.

26 **SECTION 2 – GRIEVANCE PROCEDURE**

27 A. Employee grievances concerning the interpretation and application of this  
28 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except

1 as outlined in Paragraph E. A “grievance”, as used in this AGREEMENT, shall mean a claim by an  
2 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning  
3 the proper application or interpretation of this AGREEMENT.

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

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

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

28 **E.** As used in this Article, “/designee” refers to an individual who has been explicitly

1 identified by the appropriate Superintendent or Section Manager to handle the grievance in their  
2 place.

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

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

18 **Step 2 – The Employee’s Section Manager:** The grievance shall be  
19 presented to the Section Manager/designee. Thereafter, the Section Manager/designee shall meet  
20 with the Employee and the UNION Business Representative/designee to review and discuss the  
21 grievance within 15 days after receipt of the Step 2 referral, unless a later date is mutually agreed by  
22 the PARTIES. If a grievance involves discipline, the person who issued the discipline will not  
23 conduct the meeting. METRO shall, within 15 days following the meeting, notify the UNION in  
24 writing of its decision via the mutually agreed upon electronic method. The UNION Business  
25 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.  
26 Such referral must be in writing and sent via the mutually agreed upon electronic method.

27 **Step 3 – Transit Labor Relations:** The grievance shall be presented to  
28 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee

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

10 **G.** If a grievance arises that involves an Employee's discharge, it shall be handled in  
11 the following manner:

12 **Step 1 – The Employee's Section Manager:** Within 15 days of the act or  
13 knowledge of the act being grieved, the Employee shall present the written grievance to their  
14 immediate Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is  
15 unavailable, then to any Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged  
16 Employee may choose to appeal their discharge to the King County Personnel Board. Such appeal  
17 will withdraw and void any grievance filed through the UNION procedure. If the Employee chooses  
18 to be represented by the UNION, they waive any right to appeal to the King County Personnel Board.  
19 The Employee's Section Manager/designee shall meet with the Employee and, unless UNION  
20 representation is waived in writing by the Employee, the UNION Business Representative/designee  
21 within 15 days after receipt of the grievance to discuss the grievance. The meeting may be held at a  
22 later date by mutual agreement of the PARTIES. METRO shall, within 15 days after the meeting,  
23 notify the UNION in writing of its decision via the mutually agreed upon electronic method. Under  
24 no circumstances will METRO be relieved of the obligation to issue a written decision and if the  
25 deadline has been missed, METRO must issue the decision within five days of being notified of the  
26 missed deadline. Failure to comply with the 15 day response deadline shall result in in an additional  
27 day of back pay to the Employee for each day that METRO's response is late. This additional back  
28 pay shall be paid only in the event that an arbitrator returns the discharged Employee to work. If

1 after receiving METRO's response, the UNION Business Representative/designee determines that  
2 the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such  
3 referral must be in writing and sent via the mutually agreed upon electronic method.

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

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

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

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

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

3                           **SECTION 3 – ARBITRATION PROCEDURE**

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

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

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

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

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

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

28                           B. The submission of a grievance to the Arbitration Board shall be based on the

1 original written grievance.

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

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

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

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

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

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

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

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

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

28           **J.** In proceedings involving customer complaints, where a complainant refuses to

1 disclose their name to, call, or cooperate with the UNION, and the complainant is unwilling to testify,  
2 the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of  
3 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the  
4 admissibility of customer complaints shall not be binding upon another arbitrator in another  
5 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was  
6 unwilling to speak with the UNION and unwilling to testify. Nothing in this agreement restricts a  
7 PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a  
8 complainant.

9 **SECTION 4 – EXPEDITED ARBITRATION**

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

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

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

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

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

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

8                   4. The expense of the impartial arbitrator shall be borne equally by both  
9 PARTIES.

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

12                  6. Each PARTY shall be responsible for the cost of its own attorney fees.

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

15                  D. Any change to the mutually agreed upon electronic method of communication  
16 must be mutually agreed to by the PARTIES in writing.

17 **ARTICLE 6: SENIORITY**

18                   ***SECTION 1 – CALCULATING SENIORITY***

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

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

28                  C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs and

1 assignments will be determined by seniority earned in a specific job classification.

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

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

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

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

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

14           **I.** A former Employee rehired as a PTO, or a current Employee transferring to PTO  
15 who has never been a PTO, will be placed first in seniority within their PTO training class. If two or  
16 more such persons are in the same PTO training class, seniority will be determined by most recent  
17 date and time of application.

18           **J.** An Employee who has had a non-disciplinary medical separation and who returns  
19 to their same classification within three years from the date of medical separation shall be reinstated  
20 to the seniority that they previously held. An Employee who has had a non-disciplinary medical  
21 separation and who returns to their same classification beyond three years from the date of separation  
22 will have their seniority in the job classification start on the date of their rehire. The following  
23 additional rules shall apply when rehiring Employees who have had non-disciplinary medical  
24 separations (NDMSs):

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

1 has had an NDMS.

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

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

11                              4. The process for an Employee who has had an NDMS and who wishes to be  
12 rehired in their former classification shall be to notify the Reassignment Program of their medical  
13 release and renewed ability to work.

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

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

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

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

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

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

28                              **C.** Any Employee who demotes for any reason other than layoff will forfeit all rights

1 to the classification from which they were demoted.

2           **D.** An Employee who demotes to a previously held classification will be reinstated to  
3 the position in classification seniority order which they had formerly held in the classification to  
4 which they have been demoted.

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

11           ***SECTION 3 – TERM-LIMITED TEMPORARY (TLT) EMPLOYEES***

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

15           ***SECTION 4 – SENIORITY LISTS***

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

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

26           **ARTICLE 7: LAYOFF AND RECALL**

27           ***SECTION 1 – REASON FOR LAYOFF***

28           METRO will not lay off any Employee except due to reduction in service, lack of work, lack

1 of funds or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days  
2 or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for  
3 layoff may continue to be employed by METRO. If a reduction in the work force should prove  
4 unavoidable and provisions cannot be made to retain affected Employees at different job  
5 classifications within METRO, then such Employees will be referred to the King County Career  
6 Support Services. Should the King County Career Support Services cease to exist or to provide the  
7 necessary services, the PARTIES will form a relocation task force to seek alternate gainful  
8 employment for affected Employees. Former operators, including retirees, may only be rehired after  
9 all PTOs are rehired off of the layoff list.

10 ***SECTION 2 – METHOD OF REDUCTION***

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

13 **B.** A laid-off Employee who has attained regular status in another job classification  
14 may displace a less senior Employee in such classification, provided that the laid-off Employee has  
15 obtained all necessary certifications to perform the duties of such classification. A position in the  
16 highest-paying classification in which there is a less senior Employee and in which the Employee  
17 previously has attained regular status will be offered. No Employee shall be placed into a  
18 classification from which the Employee has demoted or failed to complete the probationary period.  
19 A laid-off Employee who exercises the right to return to a previous position will be reinstated to the  
20 position in classification seniority order which they had previously held, except as provided in Article  
21 6, 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 their classification seniority. To be eligible for  
25 reinstatement, a laid-off Employee must keep METRO informed of their current address. METRO's  
26 obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to the most  
27 recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO within  
28 15 days after such reinstatement offer has been mailed by METRO and report for work at the time

1 and place stipulated in the notice.

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

5           **SECTION 4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL**  
6 **SEPARATIONS (NDMS’s)**

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

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

13 **ARTICLE 8: HOLIDAYS**

14           **SECTION 1 – FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS**  
15 **AND 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 their regular work schedule, will receive  
20 eight hours pay for such day and will receive AC time for all time worked, calculated in the method  
21 provided in this AGREEMENT for work performed on non-holidays.

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

23           Each eligible PTO shall be granted the following holidays off with pay equal to their current  
24 picked assignment:

25           New Year’s Day

26           Martin Luther King, Jr. Day

27           Memorial Day

28           Independence Day

- 1 Labor Day
- 2 Thanksgiving Day
- 3 Mark McLaughlin Day (Day after Thanksgiving)
- 4 Christmas Day

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

7 **SECTION 3 – OTHER EMPLOYEES**

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

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

15 **SECTION 4 – DAYS OF OBSERVANCE**

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

- |    |                               |   |
|----|-------------------------------|---|
| 20 | New Year’s Day                | Labor Day                                       |
| 21 | Martin Luther King Junior Day | Veterans Day                                    |
| 22 | Lincoln’s Birthday            | Thanksgiving Day                                |
| 23 | Presidents’ Day               | Mark McLaughlin Day (Day<br>after Thanksgiving) |
| 24 | Memorial Day                  | Christmas Day                                   |
| 25 | Independence Day              |   |

26 **SECTION 5 – PERSONAL HOLIDAY**

27 A. Each regular full-time and part-time Employee, except FLSA-exempt Employees,  
28 may choose one personal holiday per payroll year. An Assigned CIS or an Assigned PSR, who

1 works at least 130 hours in any three separate months in a calendar year, will be entitled to choose a  
2 personal holiday in the following payroll year.

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

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

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

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

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

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

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

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

21 ***SECTION 6 – SHIFT DIFFERENTIAL***

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

23 ***SECTION 7 – ELIGIBILITY***

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

26 **1.** be on the payroll the scheduled workdays immediately before and after the  
27 holiday; and

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

1 immediately before or after the holiday.

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

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

6 **2.** not have received an unexcused absence on a scheduled workday  
7 immediately before or after the holiday.

8 **ARTICLE 9: 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 10, 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 Employees, except Transit Operators, will be  
16 based upon years of active service since the Employee’s most recent date of employment. The  
17 applicable accrual rate for all FTOs will be based on years of active, continuous, full-time service.  
18 Each full-time Employee will receive one day of vacation accrual service credit for each three  
19 calendar days of active, continuous service as an on-call or part-time Employee provided that any  
20 break in service between on-call or part-time and full-time service was less than seven calendar days.

21 **D.** Active service shall not include unpaid leaves of absence which exceed 30  
22 consecutive calendar days.

23 **E.** Scheduled increases in the accrual rate will begin with the first biweekly pay  
24 period following the completion of the necessary years of active service.

25 **F.** Vacation Accrual Table  
26  
27  
28

1. Completed Years of Active Service	2. Vacation Hours Accrued Per Paid Straight-Time Hour	3. Maximum Hours Per Biweekly Pay Period Based on 80 Hours	4. Maximum Hours Accrued Per Year	5. Maximum Days Accrued Per Year	6. Maximum Hours at End of Payroll Year
0-4	.0385	3.080	80	10	160
5-9	.0577	4.616	120	15	240
10-15	.0770	6.160	160	20	320
16	.0808	6.480	168	21	336
17	.0847	6.776	176	22	352
18	.0885	7.080	184	23	368
19	.0924	7.392	192	24	384
20	.0962	7.696	200	25	400
21	.1001	8.000	208	26	416
22	.1039	8.312	216	27	432
23	.1078	8.616	224	28	448
24	.1116	8.928	232	29	464
25+	.1154	9.232	240	30	480

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

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

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

J. A PTO, who becomes an FTO, may retain their vacation accrual. An FTO who becomes a PTO may cash out any accrued hours remaining in their vacation balance.

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

1                   **SECTION 2 – SCHEDULING VACATIONS**

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

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

11                   **SECTION 3 – SELECTION OF VACATIONS**

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

15                   **SECTION 4 – VACATION PICK LIMITS**

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

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

17  
18  
19  
20                   At pick, an Employee may elect not to select up to the number of hours contained in the table  
21 above. An Employee who desires to carry over vacation time must make their request at the time  
22 vacations are being scheduled.

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

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

1 Paragraph F.

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

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

8           ***SECTION 5 – VACATION CASH OUT***

9           With the exception noted below for Customer Communications and Services, a full-time  
10 Employee who has accrued more than 80 hours of vacation in a year may elect to cash out a portion  
11 of their vacation, provided they pick a minimum of 80 hours of vacation. During the first and second  
12 vacation picks of the year for an Employee’s work unit, an Employee may elect to cash out a yearly  
13 minimum of eight hours up to a yearly maximum of 60 hours of their current vacation balance.  
14 Employees may elect to receive the cash out payment following each vacation pick, provided each  
15 payment is of at least eight hours.

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

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

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

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

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

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

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

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

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

17                   **ARTICLE 10: LEAVES OF ABSENCE**

18                   **SECTION 1 – GENERAL**

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

1                   **SECTION 2 – BEREAVEMENT LEAVE**

2                   A. Employees eligible for leave benefits shall be granted up to five days, maximum  
3 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the  
4 Employee’s immediate family.

5                   B. Immediate family shall be defined as the Employee’s spouse or domestic partner,  
6 and the parent, grandparent, child, son or daughter-in-law, grandchild, sibling of the Employee,  
7 Employee’s spouse or the Employee’s domestic partner, or an Employee’s legal guardian, ward or  
8 any person over whom the Employee has legal custody.

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

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

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

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

18                   **SECTION 3 – UNION BUSINESS**

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

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

1 are performing work-related business.

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

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

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

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

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

17 **SECTION 4 – JURY DUTY**

18 A. Upon receiving notification to report to serve on jury duty, jury panel or jury test,  
19 an Employee shall immediately notify their immediate supervisor. If an Employee is used for jury  
20 duty and submits proof of report for same, they shall receive time off with pay at their regular rate of  
21 pay for their regular assignment, not to exceed eight hours per day for each day served.

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

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

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

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

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

9 **SECTION 5 – MILITARY LEAVE**

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

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

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

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

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

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

23 **SECTION 6 – PARENTAL LEAVE**

24 A. Twelve weeks of paid parental leave shall be granted to Employees pursuant to  
25 King County Code for the birth of an Employee's child, the Employee's adoption of a child or the  
26 foster-to-adopt placement of a child with the Employee.

27 B. In addition to the paid parental leave above, an Employee shall be granted a  
28 maximum of six months unpaid leave of absence, after exhausting all AC and vacation, in

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

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

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

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

21 **A.** An Employee may take up to a combined total of 18 weeks of unpaid leave for  
22 their own serious health condition (as defined by the King County Personnel Guidelines), or for  
23 family reasons as provided for in Section 9, Paragraph A, within a twelve-month period. To be  
24 eligible for leave under this Section, an Employee must have been employed by King County for  
25 twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months.  
26 However, PTOs and Assigned Employees shall be eligible for leave under this Section if they have  
27 been employed by King County for twelve months or more and have worked a minimum of 510  
28 hours in the preceding twelve months. The leave may be continuous (consecutive days or weeks), or

1 intermittent (taken in whole or partial days as needed).

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

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

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

12 ***SECTION 9 – CONCURRENT RUNNING OF LEAVE***

13 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run  
14 concurrently to the extent permitted by law. Leave taken under King County Family Medical Leave,  
15 as described in Section 8, shall run concurrently with any other leaves that are available under state or  
16 federal law.

17 ***SECTION 10 – WITNESS LEAVE***

18 **A.** Any Employee called as a witness on behalf of METRO during an investigation or  
19 trial shall receive regular compensation.

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

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

25 **ARTICLE 11: SICK LEAVE**

26 ***SECTION 1 – ACCRUAL OF SICK LEAVE***

27 **A.** Leave-eligible Employees shall accrue sick leave benefits at the rate of 0.04616  
28 hours for each hour in paid status, excluding overtime; except, an hourly Employee who works in

1 excess of 74 hours in one week shall accrue additional sick leave at the rate of 0.025 for each hour  
2 worked in excess of hour 74. Employees shall accrue sick leave from their date of hire in a leave-  
3 eligible position. An Employee is not entitled to use sick leave until after it is earned. During the  
4 first six months of service in a leave-eligible position, Employees eligible to accrue vacation leave  
5 may, at METRO's discretion, use accrued vacation days as an extension of sick leave.

6 **B.** Leave-eligible Employees shall not have any limit to the number of sick leave  
7 hours carried over each year.

## 8 ***SECTION 2 – PAYMENT OF SICK LEAVE***

9 **A.** Separation from or termination of County employment or layoff due to lack of  
10 work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued  
11 to leave-eligible Employees as of the date of separation or termination. Should an Employee return  
12 to County employment within two years, accrued sick leave shall be restored.

13 **B.** Leave-eligible Employees who have successfully completed at least five years of  
14 County service and who retire as a result of length of service, or who terminate by reason of death  
15 shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an amount equal to  
16 35% of their unused, accumulated sick leave multiplied by the Employee's hourly rate of pay in  
17 effect upon the date of leaving County employment, less mandatory withholdings. Retirement as a  
18 result of length of service means an Employee is eligible, applies for and begins drawing a pension  
19 from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County  
20 employment.

## 21 ***SECTION 3 – EXHAUSTION AND RESERVE OF SICK LEAVE BALANCES***

22 **A.** An Employee must use all of their sick leave before taking unpaid leave for their  
23 own health reasons. If the injury or illness is compensable under the METRO's workers  
24 compensation program, then the Employee has the option to augment or not augment wage  
25 replacement payments with the use of accrued sick leave.

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

1 accrued sick leave.

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

4 **SECTION 4 – ACCEPTABLE USAGE OF PAID SICK LEAVE**

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

6 1. An absence resulting from the Employee’s mental or physical illness, injury  
7 or health condition; to accommodate the Employee’s need for medical diagnosis, care or treatment of  
8 mental or physical illness, injury or health condition; or for Employee’s need for preventive medical  
9 care.

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

14 3. When a King County facility is closed by order of public official for any  
15 health-related reason, or when an Employee’s child’s school or place of care is closed by order of a  
16 public official for a health-related reason;

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

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

1 and

2                           6. For family and medical leave available under federal law, state law or King  
3 County ordinance.

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

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

8                   2. The parent of an Employee, Employee’s spouse or Employee’s domestic  
9 partner. Parent includes: a biological parent; an adoptive parent; a de facto parent; a foster parent; a  
10 stepparent; a legal guardian; or a person who stood or stands in loco parentis to the Employee,  
11 Employee’s spouse or Employee’s domestic partner;

12                   3. A spouse;

13                   4. A domestic partner;

14                   5. A grandparent;

15                   6. A grandchild; or

16                   7. A sibling.

17                   ***SECTION 5 – COORDINATION OF SICK LEAVE AND WORKERS COMPENSATION***

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

22                   **B.** An Employee who chooses to augment workers’ compensation payments with the  
23 use of accrued sick leave shall notify the workers’ compensation office in writing at the beginning of  
24 the leave. Absent such notification, sick leave will automatically be used to supplement such  
25 payments except where prohibited; and

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

1                   **SECTION 6 – PROCEDURES FOR USE OF SICK LEAVE**

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

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

8                   **C.** For unforeseeable absences, the Employee must contact the Employee’s supervisor  
9 or designee as soon as possible prior to the start of the Employee’s work shift. As a best practice, and  
10 if circumstances allow, an Employee should provide notice as soon as the Employee learns of the  
11 need for paid sick leave. If it is not practicable for the Employee to give timely notice, the Employee  
12 may ask someone to provide notice on their behalf. If possible, the notification should include the  
13 expected duration of the absence.

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

18                   **SECTION 7 – VERIFICATIONS**

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

23                   **B.** If the verification request results in an unreasonable burden or expense on the  
24 Employee, the Employee and the Employee’s supervisor will meet and discuss alternatives to  
25 providing the verification.

26                   **C.** If an Employee is taking paid sick leave for domestic violence reasons, the  
27 Employee must provide verification of the need for leave by providing the Employee’s supervisor  
28 with a police report indicating that the Employee or the Employee’s family member was a victim of

1 domestic violence; a court order or other evidence from the court or the prosecuting attorney that the  
2 Employee or the Employee's family member appeared or is scheduled to appear in court in  
3 connection with a domestic violence incident or the Employee's written statement that the Employee  
4 or the Employee's family member is a victim of domestic violence and that the leave was taken for a  
5 reason stated in RCW 49.76.030.

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

8 ***SECTION 8 – ADDITIONAL PROVISIONS RELATING TO SICK LEAVE***

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

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

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

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

23 **1.** An Employee is absent for more than five consecutive workdays, or

24 **2.** An Employee has insufficient accrued sick leave to cover an absence for a  
25 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or

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

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

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

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

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

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

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

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

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

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

25 ***SECTION 10 – FITNESS FOR DUTY***

26 **1.** When METRO believes that an Employee who has reported for work is too ill to be  
27 present at work, the Employee will be sent home on sick leave. However, if the Employee does not  
28 agree that they should go home on sick leave, METRO will put the Employee on Paid Administrative

1 Leave (PAL) for the day in order to allow the Employee to visit a medical provider for an assessment  
2 of fitness for duty.

3           2. When an Employee is under disciplinary investigation, METRO may, at its  
4 discretion, place the Employee on Paid Administrative Leave (PAL). During this time, if the  
5 Employee presents medical information that disqualifies the Employee from being able to work,  
6 METRO will place the Employee on medical leave (paid or unpaid, depending on their rights under  
7 this Article).

8 **ARTICLE 12: BENEFITS**

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

11           A. All full-time Employees, Full-Time Transit Operator Trainees, part-time and  
12 assigned Employees who are regularly scheduled to work half time or more, and their dependents  
13 will be covered by the medical, dental, vision, life, and long-term disability plans as described in  
14 MOA 410U1120, which appear as Exhibits E. King County shall make the following contributions  
15 on behalf of the Employer to the insured benefits plans:

16           2020: \$1,587 per Employee per month, which reflects no increase from the 2019 rate.

17           2021: \$1,587 per Employee per month.

18           2022: \$1,587 per Employee per month.

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

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

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

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

1 period.

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

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

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

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

16 **SECTION 3 – MEDICAL BENEFITS – RETIREES**

17 1. Effective January 1, 2021, Employees who retire from County service and who elect an  
18 ATU benefits plan upon retirement shall be eligible for a medical premium subsidy, as provided  
19 under Section 2 below, provided they meet the following terms and conditions:

20 a. The Employee retires from service with the County during the term of this  
21 Agreement; and

22 b. The Employee is covered by King County benefits on their last day of employment;  
23 and

24 c. The Employee is not eligible for Medicare.

25 2. The medical premium subsidy shall be the COBRA rate for each offered medical plan  
26 (e.g., PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren), retiree  
27 and full family).

28 3. The following rules apply to the phase-in of retiree medical subsidy on January 1, 2021:

1 a. The County will not reimburse unsubsidized retiree medical costs paid by retired  
2 Employees prior to January 1, 2021.

3 b. Any retired Employee who elected COBRA during the period when retiree  
4 medical was unsubsidized and is still covered by the plan will be given a one-time option during  
5 Open Enrollment in the Fall of 2020 to elect retiree medical at the subsidized rate, effective January  
6 1, 2021, until no longer eligible for retiree medical.

7 c. Any retired Employee currently enrolled in Retiree Medical and paying the  
8 unsubsidized rate will be charged the subsidized rate, effective January 1, 2021, until no longer  
9 eligible for retiree medical.

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

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

18 ***SECTION 5 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT***

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

23 ***SECTION 6 – PERSONAL PROPERTY LOSS BENEFIT***

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

- 26 1. The armed robbery, theft or assault occurs while the Employee is at work;  
27 and,  
28 2. The property was in the personal possession of the Employee at the time of

1 the theft or robbery or, in the case of Transit Operators, the property was on the coach and was not  
2 left unattended, except when the Operator was required to leave the driver's compartment to attend to  
3 official METRO duties; and,

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

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

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

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

16  
17                               **SECTION 7 – TRANSIT PASS**

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

20                               **SECTION 8 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE**

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

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

28                               **1.** METRO will provide an amount which, when added to the state-prescribed

1 payment and any alternative work wages, maintains the percentage set forth below of the Employee's  
2 net pay, based on 80 hours times their hourly rate minus any mandatory deductions per pay period.

3 The percentage shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

26 6. When notified at least 48 hours in advance, attend all meetings and  
27 independent medical examinations scheduled by METRO concerning the Employee's status or claim,  
28 unless other medical treatment conflicts with the METRO appointment and the Employee notifies

1 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours  
2 prior to such meeting or examination.

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

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

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

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

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

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

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

27 **SECTION 9 – LEGAL DEFENSE**

28 Whenever an Employee is named as a defendant in civil action arising out of the performance

1 of the Employee's duties and, such Employee was acting within the scope of employment, METRO  
2 shall, consistent with King County Code (KCC) 2.21.050 et seq., at the written request of such  
3 Employee, furnish counsel to represent such Employee to a final determination of the action, without  
4 cost to such Employee.

5 ***SECTION 10 – COMMERCIAL DRIVER LICENSE***

6 METRO agrees to pay for Commercial Driver License (CDL) renewals for all Employees  
7 who are required to have a CDL, all Supervisors, and Utility Service Workers per Article 17, Section  
8 2, Paragraph D.

9 ***SECTION 11 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

10 Medical examinations that are required for the purpose of obtaining or maintaining a  
11 Commercial Driver License will be covered by the health insurance plans. Costs to Employees shall  
12 not be subject to either deductibles or co-pays, provided the Employee uses an in-network provider.  
13 The costs shall be borne by King County and shall not be charged against ATU's costs in the  
14 Protected Fund Reserve. METRO will also reimburse these costs for Employees who are not  
15 receiving health benefits from King County.

16 ***SECTION 12 – GENERAL CONDITIONS***

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

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

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

25 ***SECTION 13 – ACCUMULATED COMPENSATORY TIME***

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

28 B. Except as provided in Paragraph C, and in Article 18, Section 11, Paragraph G,

1 each full-time Employee may choose to receive AC time instead of cash for all work performed at the  
2 overtime rate. An Employee will notify METRO of such choice by filing a METRO form on or  
3 before the first day of the pay period affected by the change.

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

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

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

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

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

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

20 **ARTICLE 13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

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

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

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

27 C. METRO and the UNION may define other types of Alternative Workweek  
28 Employee statuses, such as 9/80 schedules, and will amend this Article as needed to address issues

1 concerning the hours of Employees who work on these new schedules.

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

4           **SECTION 2 – REGULAR DAYS OFF**

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

7           **SECTION 3 – HOLIDAYS**

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

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

12           3. An Employee who is scheduled to work on the day of observance and who performs  
13 work: Shall receive 8 hours of AC time plus pay at the applicable rate for all time worked.

14           4. An Employee who is on an RDO on the day of observance and does not work: Shall  
15 receive 8 hours of AC time.

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

18           6. An Employee who is on vacation on the day of observance: Shall receive 8 hours of  
19 AC time and will use 10 hours of vacation pay.

20           **SECTION 4 – PERSONAL HOLIDAY**

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

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

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

26           **SECTION 6 – BEREAVEMENT LEAVE**

27           A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two  
28 hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who

1 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted  
2 additional time off in accordance with Article 10, Section 2 will be paid ten hours sick leave, AC  
3 time and/or vacation per workday for up to three additional days.

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

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

9 ***SECTION 8 – SICK LEAVE***

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

12 ***SECTION 9 – DISABILITY***

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

16 ***SECTION 10 – OVERTIME***

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

20 ***SECTION 11 – SHIFT CHANGE NOTIFICATION***

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

23 **ARTICLE 14: RATES OF PAY**

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

25 A. Effective on the start of the pay period that includes November 1, 2019, the top  
26 hourly wage rates for each job classification will be as shown in Exhibit A.

27 B. Wage progressions are as follows:

28 1. Except for Revenue Coordinators, Leads, Trainees, Equipment Dispatchers,

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

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

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

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

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

1 period of time worked in that step, rounding upward to the nearest one-half month and applying that  
2 period to the full-time qualification date.

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

8 **SECTION 2 – GENERAL WAGE INCREASES**

9 A. The general wage increases for the November 1, 2019 – October 31, 2022 contract  
10 term will be as follows:

- 11 1. On the start of the pay period that includes November 1, 2019: 3.00%.
- 12 2. On the start of the pay period that includes November 1, 2020: 3.00%.
- 13 3. On the start of the pay period that includes November 1, 2021: 2.00%.
- 14 4. On the start of the pay period that includes May 1, 2022: 2.00%.

15 B. **Cost of Living Adjustment formula.** The PARTIES have historically used a  
16 formula based on the Consumer Price Index to determine annual general wage increases. For the  
17 November 1, 2019, through October 31, 2022, term of this AGREEMENT, the PARTIES have  
18 agreed to fixed rate wage increases in Articles 14.1 and 14.2, in lieu of a formulaic COLA. The  
19 PARTIES retain the formula in Paragraphs 1 and 2 below as a record of their historical COLA  
20 formula.

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

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

1 Y = Current Year

2 Y-1 = 1 Year Ago

3 Y-2 = 2 Years Ago

4 2. The top step of each job classification shall be 95% of the number  
5 determined by the formula in Paragraph B times the base wage for such classification. Such  
6 adjustments shall never result in a wage reduction. The base wage for each classification for the cost  
7 of living adjustments, shall be the top step wage in effect October 1, each year, for that classification.  
8 Other steps in the wage progression for each classification will be recalculated according to Section  
9 1, based on the adjusted top step.

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

13 ***SECTION 3 – TLT HIRED AS CAREER SERVICE EMPLOYEE***

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

18 ***SECTION 4 – FLSA REQUIREMENTS***

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

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

25 ***SECTION 5 – DEMOTION***

26 Employees who accept a demotion into a lower paid UNION position because of poor health  
27 or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step  
28 within the new position’s wage range which most closely matches the Employee’s wage in their

1 former wage range, but does not exceed the rate of pay received by the Employee in their former  
2 classification.

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

4 ***SECTION 1 – DEFINITION OF EMPLOYEES***

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

13 B. There will be four kinds of FTOs:

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

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

18 3. An “Extra Board Operator” shall mean an FTO who picks the Extra Board  
19 or Report and works all assignments placed on the Extra Board for their eight-hour guarantee.

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

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

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

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

1 PTOs. However, Group D Operators who have not reached the top of the FTO salary schedule shall  
2 continue to progress through the salary schedule as FTOs.

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

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

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

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

11                    **a.** Must declare their intention to pick a Group D Extra Board position  
12 14 days prior to the first day of FTO pick.

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

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

19                    **d.** Must meet Extra Board Operator qualification requirements.

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

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

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

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

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

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

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

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

22                   **D.** The total number of FTOs will be at least 67% of the total number of Transit  
23 Operators. When calculating the percentage of the total number of Transit Operators, each Operator  
24 will be counted as one Transit Operator, including Extra Board, Report Operators, and DTA  
25 Operators.

26                   **E.** All runs and reports will be worked by FTOs.

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

28                   **G.** Work left vacant because of the absence of an FTO will be worked by an FTO,

1 unless otherwise specified in this AGREEMENT.

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

6           **I.** The Extra Board will be worked only by FTOs.

7           **SECTION 3 – GENERAL CONDITIONS**

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

10           **B.** The Base Dispatcher/Planner may use their judgment as to which Operator to use  
11 in an emergency.

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

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

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

27           **F.** If an FTO loses an RDO because of a change in schedule, they will be given time  
28 off to compensate for such day. No FTO may have more RDOs in any pay period than they would

1 have received had no change of schedule been made.

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

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

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

10 **1.** The revenue trip is less than 15 minutes long, or

11 **2.** The revenue trip is the last revenue trip before the coach returns to the base,

12 or

13 **3.** The revenue trip is live-looped or through-routed, in which case the  
14 guaranteed scheduled break shall not be less than 10% of the previous two trips, or

15 **4.** The layover has been reduced by mutual agreement of the PARTIES.

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

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

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

27 **L.** When an Operator working an assignment finds it does not provide the guaranteed  
28 break time, the Operator should notify METRO of such by filing an Operator Service and Facility

1 Report. METRO will review all reports that are submitted by Operators. METRO agrees to review  
2 routes or assignments identified by Operators as problematic and will address routes that have a  
3 pattern of insufficient break time.

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

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

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

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

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

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

21 **S.** Each day at each base, METRO guarantees that for every 40 FTOs normally  
22 scheduled to work on that day at that base, rounded to the nearest 40, one FTO from the day off book  
23 shall be excused from their assignment. However, the guarantee shall be a minimum of one each day  
24 for any base with FTOs and for the System Board. These guarantees shall not apply in the case of an  
25 extreme emergency. Priority for both guaranteed and non-guaranteed spots will be given to those  
26 Operators with AC or vacation hours sufficient to cover the requested time off. For Christmas Day,  
27 METRO and the UNION will jointly conduct a drawing at each base and for the System Board to  
28 determine which Operators will be excused. In addition to the minimum number of guaranteed

1 System Board slots, System Board Operators will be included in the base draw for non-guaranteed  
2 slots at their base of assignment.

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

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

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

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

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

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

22 **SECTION 4 – RUNS**

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

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

26 2. A run combination or “combo” will consist of two or three pieces of work  
27 associated with a single duty number which are at least seven hours and eleven minutes in total work  
28 time, including platform, report and travel time, and which are within a spread time of 13 hours.

1 Spread time shall be paid after 10 hours. Combos with more than one split will be paid straight-  
2 through for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-  
3 through and classified as a straight run. Combos which quit after 8:00 p.m. shall be paid straight-  
4 through and classified as a straight run.

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

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

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

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

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

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

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

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

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

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

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

27 **SECTION 5 – OPERATOR PICKS**

28 A. At pick, seniority for all FTOs shall prevail in the selection of runs, reports and/or

1 board positions, vacations, overtime trippers, bases, and RDOs.

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

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

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

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

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

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

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

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

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

28           **K.** An FTO who selects Regular or Report Operator status shall select five

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

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

17           **M.** UNION representatives shall be present during picks.

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

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

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

26           **Q.** Each FTO must pick a Regular, Report, Extra Board or System Board assignment  
27 which is compatible with any existing medical restrictions they have on file with METRO. Failure to  
28 do so will result in forfeiture of the FTO's daily or assignment guarantee for each day on which the

1 FTO has picked an incompatible assignment, unless no work is available within the FTO's  
2 restriction.

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

8 **SECTION 6 – MOVE-UPS**

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

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

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

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

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

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

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

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

1                   **SECTION 7 – SELECTING VACATIONS**

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

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

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

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

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

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

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

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

23                   **SECTION 8 – EXTRA BOARD**

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

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

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

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

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

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

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

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

19                               **1)** Straight day runs which quit at 8:00 p.m. or earlier.

20                               **2)** Day reports which have a quit time of 10:00 p.m. or earlier

21 as determined by a 13-hour spread.

22                               **3)** Combos which quit at 8:00 p.m. or earlier.

23                               **4)** Tripper combinations which quit at 8:00 p.m. or earlier.

24                               **5)** Tripper and report combinations which have a latest quit  
25 time of 8:00 p.m. or earlier as determined by a 13-hour spread.

26                               **6)** Special work which has an estimated quit time of 8:00 p.m.  
27 or earlier.

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

- 1) Runs which quit later than 8:00 p.m.
  - 2) Reports which have a quit time later than 10:00 p.m., as determined by a 13-hour spread.
  - 3) Combos or other combinations of work which quit later than 8:00 p.m.
  - 4) Special work which has an estimated quit time of later than 8:00 p.m.
2. Category B assignments shall be assigned first, beginning with the Night Board, from the bottom of the board, according to quit time, latest quit time assigned first.
- a. If there are more available Operators on the Night Board than assignments in Category B, then the remaining Night Board Operators shall be assigned Category A work with the latest start time assigned first.
  - b. If there are fewer available Operators on the Night Board than available assignments in Category B, then remaining Category B assignments shall be assigned to the Day Board, latest quit first, from the bottom up.
3. Category A work shall be assigned next to the Day Board, from the top of the board down, according to quit time, with the earliest quit assigned first.
4. Quit time of special work shall be estimated by METRO for the purpose of establishing assignment sequence. There is no guarantee that special work will quit at the estimated time.
5. If two or more Operator assignments within the same category quit at the same time, they shall be assigned as follows:
- a. A run will be assigned before a report.
  - b. An assignment with more pay will be assigned before an assignment with less pay.
  - c. If two assignments pay the same, the assignment with the lesser amount of work including report time and travel time will be assigned first.
  - d. If two assignments pay the same and have the same amount of work

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

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

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

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

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

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

1 be assigned in the normal sequence. This process may be repeated until the last available Operator is  
2 qualified on the last available assignment.

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

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

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

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

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

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

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

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

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

6                   **G.** No Operator’s RDO shall be cancelled or changed without the consent of the  
7 Operator, except in extreme emergency. Each Extra and System Board Operator shall have a  
8 minimum of 56 hours off for their two consecutive RDOs.

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

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

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

21                   **1.** At each pick, a volunteer list of Extra Board Operators willing to accept  
22 inter-base transfers will be established.

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

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

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

1 base(s) they have volunteered for and will be paid at the applicable rate.

2                   **5.** Each Inter-base Transfer Operator will be assigned overtime according to  
3 their pick option, at their home base.

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

6                   ***SECTION 9 – REPORT OPERATORS***

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

8                   **B.** FTOs shall pick reports according to the open pick system.

9                   **C.** An FTO picking reports must be qualified on 75% of all routes from their picked  
10 base by the first day of the shake-up. They must be qualified on all routes and foreign routes from  
11 that base, except for Center Park, 30 days after the effective date of the shake-up. No Report  
12 Operator will be required to qualify on routes not regularly assigned to they picked operating base.

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

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

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

23                   **G.** An Operator may voluntarily waive their 13-hour spread. An Operator may not  
24 waive the eight continuous hours off. The maximum spread will be 16 hours. A Report Operator  
25 who waives their 13-hour spread must still be available for their regular shift the next day.

26                   **H.** Except as otherwise provided in this AGREEMENT, all time served on report  
27 shall be paid. Any Operator required to report shall receive a minimum of two and one-half hours  
28 pay. However, an Operator serving on report shall be considered on report, regardless of assignment,

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

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

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

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

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

24 **M.** An Operator on paid report, who is not qualified but who has met the qualification  
25 requirements contained in Paragraph C, will be passed over and, if no further work opens for which  
26 they are qualified, will not lose their eight-hour guarantee for that day.

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

1 Saturday report shall serve continuous report until given work or released for the day.

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

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

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

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

19           ***SECTION 10 – OVERTIME***

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

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

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

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

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

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

15           **F.** No FTO shall be required to work on their RDO. No Regular Operator shall be  
16 assigned overtime work unless they volunteer for such work.

17           **G.** Any FTO volunteering for overtime shall be required to work the overtime  
18 assigned.

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

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

26           **J.** Any FTO, having completed a scheduled run of less than eight hours, who is used  
27 for any purpose whatsoever, not in connection with their completed run, shall be paid their eight  
28 hours and shall be paid at the overtime rate for all additional time worked. This shall apply also to

1 time worked due to failure of a road relief or to additional work assigned by a Supervisor. Such time  
2 will not reduce the spread pay of the run.

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

5 **1.** A Regular Operator may select one overtime tripper per day, including their  
6 RDO. An Extra Board Operator may select one overtime tripper for each RDO. System Board  
7 Operators may not pick overtime trippers.

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

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

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

20 **5.** An FTO may pick overtime trippers only at the base they picked.

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

1                   **SECTION 11 – SPECIAL ALLOWANCES**

2                   **A.** As a result of an audit by the Department of Labor that focused on whether  
3 METRO was properly compensating Operators for all time worked, METRO will be improving its  
4 record keeping of check-in and check-out times for Operators by installing an electronic check in/out  
5 system. The PARTIES agree to reopen negotiations on the impact of the implementation of the  
6 electronic sign in/out system, as soon as METRO is prepared to introduce the new system. METRO  
7 will involve the UNION in the implementation process for the new electronic sign in/out system.

8                   **B.** The appropriate amount of report time shall be determined as a matter of  
9 operations and scheduling policies. However, no less than 18 minutes report time shall be scheduled  
10 into an Operator’s run and paid at the applicable rate. As noted in Article 15.14.I.2, Operators may  
11 sign in up to three minutes late after their report time without being considered late; however, the  
12 Operator’s pay will be reduced for the missed minutes of work. Employees are directed to inform  
13 METRO of any excess time worked so METRO may enter that time into the payroll system and  
14 compensate the Employee for that work.

15                   **C.** Employees will receive pay for all time spent completing written reports if the  
16 time is beyond regular work hours. Notwithstanding any negotiated provisions in this  
17 AGREEMENT to pay Employees a fixed rate for certain activities, METRO shall always compensate  
18 Employees for any time actually worked and will pay overtime as required by both this  
19 AGREEMENT and by state and federal law.

20                   **D.** An FTO performing a coach change shall be paid at the applicable rate of pay for  
21 all time worked. However, an FTO who is not on report shall be guaranteed a minimum of one hour  
22 pay at the applicable rate for a coach change, if dispatched from an operations base. The minimum  
23 time guarantee in 15.11.G does not apply.

24                   **E.** In addition to receiving regular pay at the applicable rate, an FTO will also receive  
25 the equivalent of one additional hour of straight-time pay for each day instructing a student.

26                   **F.** If an FTO is working a tripper, extra or report, and the overtime rate applies, they  
27 will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.

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

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

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

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

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

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

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

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

21           ***SECTION 12 – QUALIFICATION***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **P.** Electronic Route Qualification (ERQ).

6 **1.** Transit Operators may continue to qualify for a route through the traditional  
7 methods of either riding an in-service coach, riding in a base car with a qualified operator, or riding a  
8 qualification coach. When offered by METRO, ERQ will be an additional way for an Operator to  
9 qualify for a route. The use of ERQ is a voluntary method for qualifying for a route and is not  
10 mandatory for qualification on any route.

11 **2.** If, after using ERQ to qualify for a route, an Operator still feels they need  
12 more training on the route, they can still use one of the traditional qualification methods, listed in  
13 paragraph P.1, to be qualified. The Operator will be paid by METRO for their requalification using  
14 the traditional method. Operators requalifying using the traditional method shall be paid by using the  
15 greater of the following: (1) The pre-determined route qualification time, or (2) The actual time they  
16 have worked to qualify for a route. In no event shall an Employee receive less pay than they would  
17 receive for the actual time worked to qualify for a route. Employees must report their actual time  
18 worked if it is greater than the pre-determined route qualification time. Operators who choose to  
19 requalify after viewing the ERQ will be required to qualify using the traditional methods listed in  
20 paragraph P.1, for all additional qualification thereafter.

21 **3.** Qualification coaches will be provided for qualification on routes in the  
22 following situations; (1) Route qualifications in conjunction with Full-Time Operator training, (2)  
23 Major route changes, and (3) Routes that are new to a base. Qualification coaches may be provided  
24 for qualification on routes in other situations. Training may also include classroom experiences of  
25 ERQ for major route changes, new routes or for occasions when a route moves between bases.

26 **4.** Operators using ERQ shall be paid by using the greater of the following: (1)  
27 The pre-determined route qualification time, or (2) The actual time they have worked to qualify for a  
28 route. In no event shall an Employee receive less pay than they would receive for the actual time

1 worked to qualify for a route. Employees must report their actual time worked if it is greater than the  
2 pre-determined route qualification time.

3 **5.** All contractual requirements, policies, and procedures apply to ERQ.

4 **SECTION 13 – UNIFORMS**

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

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

14 **C.** An Operator who moves from part-time to full-time status, or vice versa, will  
15 continue to receive their uniform allowance on their original qualification date.

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

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

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

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

1                   **SECTION 14 – ATTENDANCE**

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

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

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

9                   **D.** Misses include late reports, unexcused absences and absences. All misses shall be  
10 recorded. Unexcused absences recorded in a four-month period shall be subject to the following  
11 controls:

12                                 • First – Informational Notice.  
13                                 • Second – Oral Reminder.  
14                                 • Third – 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 referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
17 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
18 which will be specific to the Employee.

19                                 • Fourth – One-day suspension, unless the Employee has a five-year record of  
20 less than three misses per year, in which case another Written Reminder shall be issued. Whether  
21 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

22                                 • Fifth – Discharge, unless METRO determines that an additional suspension  
23 may be sufficient to correct the Employee’s attendance problem.

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

25                                 • First through third – Informational Notice.  
26                                 • Fourth – Oral Reminder and Employee will be offered a program of  
27 assistance from both PARTIES in developing a plan to improve attendance. This program will  
28 include a referral to the Employee Assistance Program (EAP). The METRO unit

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

- 3 • Fifth – Written Reminder.
- 4 • Sixth – Review of program of assistance; Explanation of Attendance

5 Probation.

6 • Seventh – One-day suspension. Placement on Attendance Probation. This  
7 counts as FIRST probationary absence.

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

10 **1.** The attendance probation will begin the calendar day following the  
11 Employee’s seventh miss.

12 **2.** The Employee will be offered a program of assistance from both the  
13 PARTIES in developing a plan to improve attendance. This program will include a referral to the  
14 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and UNION  
15 Officer/designee will meet with the Employee to write the details of the program, which will be  
16 specific to the Employee.

17 **3.** During the attendance probation, the language of Paragraph H will not  
18 apply.

19 **4.** For each miss that occurs during the attendance probation, the Employee  
20 will be informed in writing of their status.

21 **5.** The Employee will be allowed no more than three misses in each of the two  
22 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a  
23 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two  
24 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

25 An Employee who successfully completes the two twelve-month periods will no longer be on  
26 attendance probation.

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

1                               7. The attendance probation periods will be extended by any unpaid leave,  
2 industrial injury, or other protected leave in excess of ten consecutive days.

3                               **G.** Four consecutive workdays of absence without leave may be considered a  
4 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
5 circumstances.

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

13                               **I.** Misses for Transit Operators include:

14                                       **1.** Unexcused Absence – Failure to report within one hour after designated  
15 report time or an FTO's failure to accept late report, or calling in sick less than 30 minutes before an  
16 Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay for  
17 the day. However, if an Employee is incapable of complying with these requirements to timely report  
18 based on a condition listed in Article 11.4, they will be excused if the request is properly submitted.

19                                       **2.** Late Report – An FTO reporting to work late from three minutes up to one  
20 hour after designated report time. An FTO's pay will be reduced for the missed minutes of work.

21                                       **3.** Absence – An unexcused absence, which has been changed to an absence.

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

25                               **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a  
26 minor infraction, as defined in Article 4, Section 3.

27                               **L.** The procedure for late reports and absences for Transit Operators shall be as  
28 follows:

1                   1. If the assigned Operator signs in within three minutes after the report time  
2 they will be allowed to work their assignment and shall not receive a late report. The clock in the  
3 reporting area will be used to determine time. If there is a dispute as to the accuracy of the clock in  
4 the reporting area, the Communications Coordinator's clock will be the determinant.

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

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

12                   4. If an FTO on late report fails to report to the Base Dispatcher/Planner after  
13 one hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is given  
14 after the hour, the FTO will be paid from the beginning of the late report up to the beginning of the  
15 assignment. If an FTO on late report fails to report to the Base Dispatcher/Planner after one hour and  
16 is notified of such by the Base Dispatcher/Planner when being given the assignment, the FTO will be  
17 paid for one hour of late report and for the assignment, if it is worked. If an FTO on late report fails  
18 to report to the Base Dispatcher/Planner after one hour and is notified of such by the Base  
19 Dispatcher/Planner and is not used for an assignment, the FTO will receive pay only for one hour of  
20 late report.

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

23                   **M.** The procedures for changing misses to absences or excused absences for Full-  
24 Time Transit Operators shall be as follows:

25                   1. An FTO may provide a written request to the immediate supervisor the  
26 same day as their unexcused absence. If such request is granted, the FTO either will be placed at the  
27 bottom of the report list for work later in the day at minimum pay of two and one-half hours or will  
28 be released for the day.

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

5                   N. The procedures for Transit Operators going on or coming off the sick list shall be  
6 as follows: An Operator coming off the sick list must notify the base by 10:00 a.m. in order to be  
7 scheduled for work the next day. One continuous incident of sick leave will be charged to an  
8 Operator who anticipates returning to work and comes off the sick list prior to 10:00 a.m., but whose  
9 licensed practitioner will not release the Operator for duty the following day.

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

11                   ***SECTION 1 – DEFINITION OF EMPLOYEES***

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

16                   ***SECTION 2 – SPECIAL CONDITIONS***

17                   A. METRO shall conduct hiring of Full-Time Transit Operators by directly recruiting  
18 from PTOs and external applicants. Any PTO can apply during an FTO recruitment. METRO will  
19 consult with the UNION about the timing of recruitments and durations of hiring lists. Seniority, as  
20 determined by the UNION, shall determine the order that PTOs are placed on the hiring list. PTOs  
21 will be placed on the hiring list first, followed by the external applicants.

22                   B. METRO reserves the right to rehire former METRO FTOs to vacant FTO positions  
23 independent of the formal FTO recruitment process, subject to the limitations set forth in Article 7  
24 Section 1 of this AGREEMENT.

25                   C. Should the guarantee described in Paragraph A result in failure to meet METRO’s  
26 Affirmative Action objectives, the UNION agrees to meet and negotiate appropriate adjustments to  
27 the guarantee.

28                   D. METRO will determine the standards to be met by FTO trainees. A PTO who fails

1 to meet such standards will be returned to the PTO position.

2           **E.** An Operator who retires and is rehired as a PTO within one year of their retirement  
3 will not be required to serve a probationary period. However, any retired Operator not meeting rehire  
4 standards may, at METRO's discretion, be rehired and required to serve a probationary period.

5           **SECTION 3 – GENERAL CONDITIONS**

6           **A.** The provisions of Article 15, Section 3, Paragraphs A, B, C, D, G, H, I, J, K, L, M,  
7 N, O, P, Q, R, T, U, and V shall also apply to PTOs.

8           **B.** Each day at each base, METRO guarantees that for every 50 PTOs normally  
9 scheduled to work, rounded to the nearest 50, one PTO shall be excused from their assignment.  
10 However, the guarantee shall be at least two each day for any base with PTOs. These guarantees  
11 shall not apply in cases of extreme emergency. For Christmas Day, METRO and the UNION will  
12 jointly conduct a drawing at each base to determine which Operators will be excused. A PTO  
13 granted time off via the day off book may request payment from their available vacation balance.

14           **SECTION 4 – WORK ASSIGNMENTS**

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

17           **B.** No PTO will be allowed to work on Saturday or Sunday except as set forth in  
18 paragraphs C.4 and E of this Section. A PTO will work on a holiday only when their picked work is  
19 scheduled to be in service. On Sunday-schedule holidays, a PTO will be limited to working their  
20 picked work only. Each PTO must be scheduled off work by 8:30 p.m. except as set forth in  
21 paragraph E of this Section and will not be allowed to work an assignment that has a pull-out time  
22 prior to 3:55 a.m. PTOs may work outside the hours and days specified in this Paragraph only for  
23 non-driving work assignments such as assigned training and route qualification or as provided in  
24 Paragraph C.3 or C.4.

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

27                   **1.** To avoid a cancellation of service, a PTO's assignment may be, with the  
28 PTO's consent, traded with an assignment on the dispatching call record which has been left vacant

1 by a PTO, provided the sign-in time of such assignment is within 60 minutes of the sign-in time of  
2 the PTO's scheduled assignment for that day. Such Operator will be paid for time worked or their  
3 scheduled assignment, whichever is greater.

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

7                   3. A.M weekday trippers, specials, standbys or extras on the dispatching call  
8 record remaining open as of 6:00 p.m. the day prior to service may be offered to qualified PTO's, if  
9 there are no qualified FTO's available to work the assignment. P.M. weekday trippers, specials,  
10 standbys or extras on the dispatching call record remaining open within 90 minutes of the sign in time  
11 of the assignment may be offered to qualified PTOs, if there are no qualified FTOs available to work  
12 the assignment. METRO will maintain a list, at each base, of FTOs available to work open  
13 assignments on the dispatching call record. METRO will make reasonable efforts to exhaust the list  
14 before assigning available work to PTOs.

15                   4. If surplus weekend specials and/or extras remain after all FTO regular and  
16 overtime sequences identified in Article 15.8 and 15.10.E have been completed, they may be offered  
17 to qualified PTO's as of 6:00 p.m. the day prior to service. METRO will make reasonable efforts to  
18 assign available work to FTOs before assigning work to PTOs.

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

22                   1. DTAs must:

23                   a. Not exceed six hours and forty minutes in total pay time including  
24 report and travel time except as set forth in Paragraph E.1.d of this Section.

25                   b. Contain no more than one split.

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

27                   2. A PTO who picks a DTA will be guaranteed a minimum of four hours and  
28 forty minutes of pay for each set of a.m. and p.m. trippers worked.

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

3                   4. No layoffs or reductions in hours will occur as a result of this Paragraph.  
4 The conditions of this Paragraph will not be construed as full utilization of PTOs.

5                   E. PTO's must pick exclusively from either 5-Day Work OR 4-Day Work OR  
6 Tripper Work. The work is defined as:

7                   1. Five (5) Day Work Week

8                   a. An a la carte pick, including straight through work (includes  
9 weekday and weekend) and DTA's.

10                  b. DTA's are only scheduled on weekdays. There shall be no weekend  
11 DTA's.

12                  c. Work will be capped at 7 hours 10 minutes.

13                  d. Spread pay starts at 12.5 hours.

14                  e. Work must be scheduled off by 9:30 pm.

15                  f. Part-Time 5-Day Work Week assignments will be a mix of DTA's  
16 and/or weekday and weekend straight pieces that are guaranteed minimum 6 hours to 7 hours 10  
17 minutes maximum in length.

18                  g. Each Operator will have two consecutive RDO's.

19                  2. Four (4) Day Work Week

20                  a. A Rostered Pick for a minimum 22 hour weekly guarantee, capped  
21 at 32 hours per week.

22                  b. Weekday work is split, with a maximum 13 hour spread, 12.5 hour  
23 spread pay and is guaranteed a minimum of 6 hours and a maximum of 7 hours 29 minutes in length.

24 This weekly guarantee is satisfied by the daily guarantees of this duty type.

25                  c. Weekend work is straight through, guaranteed at 4 hours minimum.

26                  d. Work must be scheduled off by 9:30 pm.

27                  e. This work will have one or both weekend days off. RDO sequences  
28 will be one of 3 options: Sun/Mon/Tue, Thu/Fri/Sat, or Sat/Sun/Wed.

1                                   **3. Tripper Work**

2                                   **a.** Work is rostered.

3                                   **b.** This work shall have a 2 hour 30 minute guarantee, working  
4 weekdays Monday-Friday only. Work shall be straight through work only.

5                                   **c.** Tripper work has a pull-out time no earlier than 3:55am and ends no  
6 later than 8:30 pm.

7                                   **F.** Part Time Operator assignments are subject to the following caps: METRO will  
8 create no fewer than 33% or a minimum of 220 PTO assignments, whichever is greater, which pay at  
9 least 4 hours. The following additional caps shall apply:

10                                   **1.** 5-Day Work Week PTO's shall not exceed 12% of all weekly assignments,  
11 of which DTAs will comprise no more than 6%.

12                                   **2.** 4-Day Work Week PTO's shall not exceed 5% of all weekly assignments

13                                   **3.** Part Time Trippers under 4 hours in length shall not exceed 25% of all  
14 weekly assignments

15                                   **4.** PTO Operators as a percentage of Total Operators is set forth in Article  
16 15.2.D.

17                                   **5.** The PARTIES agree to a reopener if necessary to address changed  
18 circumstances impacting percentages.

19                                   **G.** A PTO may request to be added to, or removed from, the Additional Tripper List  
20 (ATL) at each pick or prior to 10:00 a.m. on Friday to be effective on Monday. Once on the ATL,  
21 the PTO shall be available to work during the times they have listed and on any routes on which they  
22 are qualified at the time of the assignment subject to the following conditions:

23                                   **1.** Assignment of work to the ATL will be in accordance with the provisions  
24 of Article 15, Section 10, Paragraph E.

25                                   **2.** Each PTO's assignment shall be within a 13-hour spread, unless they  
26 request a shorter or longer spread. No PTO's assignment shall exceed a 16-hour spread.

27                                   **3.** PTOs shall be assigned additional trippers by seniority. A PTO may work  
28 additional trippers only at the base they pick and shall receive no more than one ATL assignment per

1 day.

2                   **4.** A PTO may be assigned to work halves of combos, specials and shake-up  
3 reliefs after the work has been assigned to available FTOs in accordance with Article 15, Section 10,  
4 Paragraph E. Such work will be assigned first to Full-Time Extra Board Operators, then via the FTO  
5 overtime assignment sequence. Any remaining unassigned work may be assigned to the ATL.

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

10                   **6.** There shall be no weekend or Sunday schedule holiday ATL. PTOs who  
11 already have two assignments on a day (e.g. on a vacation relief) will not be eligible to work the ATL  
12 on that day. Operators who have a DTA/split work assignment where one portion is cancelled may  
13 only work vacation relief and are not eligible for ATL. Only tripper Operators are eligible to work  
14 the ATL. PT4 and PT5 Operators are not eligible to work the ATL. Tripper Operators may be  
15 assigned PT4 and PT5 work via the ATL process. ATL assignments will be the longest available  
16 piece of work, with ten minutes between assignments. ATL assignments will not be designated as  
17 AM or PM. The restrictions in this paragraph shall not apply to PT4s and PT5s who are assigned to  
18 Vashon Island. Any PT4 or PT5 Operator who is eligible to pick and has picked a Vashon Island  
19 assignment is eligible and allowed to work ATL assignments on Vashon Island.

20                   **H.** When a PTO's assignment has been modified temporarily due to a custom bus or  
21 school change such that the custom bus or school trip(s) is no longer contiguous with the rest of the  
22 assignment, such PTO will have the option of working the modified assignment or working their  
23 reduced regular assignment.

24                   **I.** If the start time and/or quit time of any assignment picked by a PTO is changed for  
25 the remainder of the shake-up or the assignment is cancelled for the remainder of the shake-up, the  
26 pay of the picked assignment will be guaranteed for the remainder of the shake-up. This guarantee  
27 shall be cancelled if the PTO refuses an alternate assignment offered by METRO. If, due to a  
28 verified personal hours restriction, a PTO cannot accept an alternate assignment offered by METRO

1 the guarantee shall remain intact.

2 **SECTION 5 – OPERATOR PICKS**

3 A. In conjunction with the FTO picks, PTOs will have two system-wide picks, at least  
4 22 weeks apart. An additional system-wide pick will occur at this time to take effect during June.  
5 METRO shall administer the Part-Time pick. METRO will use Operators, Operations administrative  
6 staff and a minimum of two First Line Supervisors for the pick. All established practices and  
7 procedures for the Operator picks shall be observed through this AGREEMENT. Work assignments  
8 will be selected at the pick for the following shake-up period.

9 B. PTOs may request to work only in the a.m. or p.m. for school, employment, self-  
10 employment, family care or medical reasons. The UNION will determine the validity of the  
11 restriction request, and their determination is not subject to the Grievance/Arbitration procedure. The  
12 restriction shall remain in effect for the entire shake up and the PTO shall not be eligible for the ATL.  
13 However, a PTO who selects an available assignment in a move up will be eligible to work the ATL.  
14 Before the last assignment which fits a PTO's a.m./p.m. restriction is picked, the PTO will be placed  
15 on that assignment, regardless of seniority.

16 C. A UNION representative shall be present during picks.

17 D. A PTO, who is unable to attend the pick, may leave an absentee pick form with the  
18 UNION indicating their work preferences. Failure to do so will result in the UNION representative  
19 selecting an assignment comparable, in start time, quit time, and base, to the assignment last selected  
20 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

21 E. Each PTO must pick an assignment which is compatible with any existing medical  
22 restrictions they have on file with METRO.

23 F. A PTO who returns to duty without a picked assignment will be placed on an  
24 assignment mutually agreeable to the PARTIES.

25 **SECTION 6 – MOVE-UPS**

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

28 B. All PTOs at the base will be eligible to participate in the move-up. Selection of

1 vacant work will be by seniority. The UNION will schedule the pick times.

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

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

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

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

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

14 B. A PTO who has accrued vacation hours in the payroll year may select five-day  
15 (Monday – Friday) blocks of vacation at pick. Picked vacation blocks shall begin and end with the  
16 PTO’s RDO’s. Vacation selections shall be for only one shake-up at a time. A request for a five-day  
17 block of vacation/leave submitted between picks must be submitted at least 14 days prior to the  
18 starting date.

19 C. A PTO granted time off via the day off book or approved single-day  
20 compassionate leave may request payment from their available vacation balance.

21 D. The minimum number of vacation days that a PTO may take will depend on the  
22 Employee’s total years of METRO service, as follows:

23

24 <b>Years of METRO service</b>	25 <b>Minimum Number of 26 Days</b>
27 1 - 4	28 10
5 - 9	15
10 - 14	20
15 - 19	25

Years of METRO service	Minimum Number of Days
20+	30

1  
2  
3  
4                   **1.** For each day of vacation taken, the amount of vacation time paid will equal  
5 the length of the PTO's regular assignment for that day, provided there are sufficient hours in the  
6 PTO's vacation balance to cover the vacation.

7                   **2.** If a PTO's vacation accrual is not sufficient to cover the minimum number  
8 of days, the PTO may elect to take fewer vacation weeks, or take the minimum days of vacation,  
9 being paid the full amount of their available vacation balance and taking the remaining time as  
10 approved unpaid leave.

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

13                   **F.** If a PTO has unused vacation at the end of the payroll year, the PTO may elect to  
14 cash out part or all of the unused hours. If the PTO elects to cash out less than the full number of  
15 unused hours, the number of hours cashed out must be in one-hour increments. All hours in excess of  
16 the allowable maximum hours in Article 9.1.F column 6 will be cashed out.

17                   **G.** Separate blocks of a.m. and p.m. vacation periods will be available for pick at each  
18 base. The number of periods available will be no less than 10% of the number of opposite (a.m. or  
19 p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m.  
20 and two p.m. vacation blocks shall be made available at each base. When a PTO whose assignment  
21 is a DTA picks vacation, they use both an a.m. and a p.m. guaranteed period.

22                   **H.** Vacation/leave trippers will be posted for pick twelve days prior to the start date.  
23 PTOs will be assigned to vacation/leave work by a rotating seniority bid system. Bids for  
24 vacation/leave work must be submitted at least seven days prior to the vacation/leave start date. The  
25 most senior PTO applying for the vacation relief, who has driven the least number of vacation reliefs  
26 for the current shake-up, will be assigned. It is the responsibility of the picking PTO to be qualified  
27 on any tripper assigned. Once a relief PTO is assigned, a vacation/leave may not be changed or  
28 cancelled. In instances where two or more periods of vacation/leave are taken consecutively, each

1 week will be assigned separately.

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

7           **J.** When a PTO's picked tripper does not operate for a week, they may pick one  
8 vacation relief tripper as part of the normal rotating seniority bid system. When one or both picked  
9 trippers of a PTO's DTA does not operate for a week, they may pick one vacation relief tripper as  
10 part of the normal rotating seniority bid system.

11           ***SECTION 8 – OVERTIME***

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

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

17           ***SECTION 9 – SPECIAL ALLOWANCES***

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

20           **B.** In addition to receiving regular pay at the applicable rate, a PTO will also receive  
21 the equivalent of thirty minutes of straight-time pay for each day instructing a student.

22           ***SECTION 10 – QUALIFICATION***

23           **A.** The provisions of Article 15, Section 12, Paragraphs A, D, E, J, L and P, shall also  
24 apply to PTOs.

25           **B.** PTOs who require route, equipment, coach, and/or tunnel qualification or other  
26 training as a result of a PTO pick or move-up must arrange to qualify before the effective date of the  
27 assignment and will be paid at the applicable rate of pay. For a move-up, METRO will determine the  
28 number of equipment/facility qualification slots available. When all slots are filled, a PTO not

1 qualified on such equipment/facility may not move to an assignment that requires such qualification.

2 C. A PTO required by METRO to change trippers will be paid to qualify at the  
3 applicable rate. A PTO qualifying on their picked work on an assigned vacation/annual leave relief  
4 assignment will be paid at the applicable rate. METRO will determine the qualification  
5 requirements.

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

8 1. A PTO will be paid to qualify only on routes that can be assigned within  
9 their ATL availability.

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

12 3. A PTO will be paid only for qualifying on a route if they are qualified on  
13 the equipment/facility necessary to operate that route.

14 E. A PTO who fails to qualify on their picked assignment or equipment will be placed  
15 on an assignment mutually agreed by the PARTIES, to be consistent with their seniority, until the  
16 next shake-up.

17 **SECTION 11 – UNIFORMS**

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

20 **SECTION 12 – VASHON ISLAND SERVICE**

21 A. “Vashon Operators” consist of those PTOs who pick Vashon Island assignments.

22 1. Each Vashon Operator must maintain a residence on Vashon Island.  
23 Failure to do so will result in removal from a Vashon assignment. A Vashon Operator shall inform  
24 METRO as soon as they know they will be moving off Vashon Island.

25 2. A Vashon Operator must be available and qualified to work any Vashon  
26 assignment unless they are on an authorized absence from work.

27 3. A Vashon Operator must install or remove chains as necessary.

28 4. Restrictions in this AGREEMENT on spread, actual time worked, start and

1 quit times, vacation relief and ATL limits do not apply to Vashon work assignments.

2                   **5.** A Vashon Operator who fails to meet the terms and conditions of this  
3 Section may be removed from Vashon service.

4                   **6.** Vashon Operators and their vacation requests will not count as part of the  
5 Section 7, Paragraph G, base vacation minimum guarantee.

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

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

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

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

18                   **E.** All vacation/annual leave reliefs will be offered first to Vashon Operators. Work  
19 which cannot be filled by Vashon Operators may be picked by PTOs on the Vashon ATL. Vashon  
20 Operators may share vacation/annual leave relief work as mutually agreed among Vashon Operators.  
21 An Operator who is assigned Vashon work in an emergency may, at their request, be removed from  
22 their regular assignment while working a Vashon assignment.

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

25                   ***SECTION 13 – ATTENDANCE***

26                   **A.** The PARTIES recognize that METRO provides an essential public service and  
27 that Employees have the responsibility and the obligation to report for all assignments unless  
28 previously excused.

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

3           **C.** An Employee requesting work on their RDO, who fails to report for work or who  
4 reports for work late, will be subject to the policies defined in this AGREEMENT.

5           **D.** Misses include unexcused absences and absences. All misses shall be recorded.  
6 Unexcused absences recorded in a four-month period shall be subject to the following controls:

7                   • First – Informational Notice.  
8                   • Second – Oral Reminder.  
9                   • Third – Written Reminder and the Employee will be offered a program of  
10 assistance from both PARTIES in developing a plan to improve attendance. This program will  
11 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
12 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
13 which will be specific to the Employee.

14                   • Fourth – One-day suspension, unless the Employee has a five-year record of  
15 less than three misses per year, in which case another Written Reminder shall be issued. Whether  
16 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

17                   • Fifth – Discharge, unless METRO determines that an additional suspension  
18 may be sufficient to correct the Employee’s attendance problem.

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

20                   • First through third – Informational Notice.  
21                   • Fourth – Oral Reminder and Employee will be offered a program of  
22 assistance from both PARTIES in developing a plan to improve attendance. This program will  
23 include a referral to the Employee Assistance Program (EAP). The METRO unit  
24 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
25 of the program, which will be specific to the Employee.

26                   • Fifth – Written Reminder.  
27                   • Sixth – Review of program of assistance; Explanation of Attendance

28 Probation.

1                   • Seventh – One-day suspension. Placement on Attendance Probation. This  
2 counts as FIRST probationary absence.

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

5                   **1.** The attendance probation will begin on the calendar day following the  
6 Employee’s seventh miss.

7                   **2.** The Employee will be offered a program of assistance from both  
8 PARTIES in developing a plan to improve attendance. This program will include a referral to the  
9 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION  
10 Officer/designee will meet with the Employee to write the details of the program, which will be  
11 specific to the Employee.

12                   **3.** During the attendance probation, the language of Paragraph H will not  
13 apply.

14                   **4.** For each miss that occurs during the attendance probation, the Employee  
15 will be informed in writing of their status.

16                   **5.** The Employee will be allowed no more than three misses in each of the two  
17 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a  
18 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two  
19 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).  
20 An Employee who successfully completes the two twelve-month periods will no longer be on  
21 attendance probation.

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

24                   **7.** The attendance probation periods will be extended by any unpaid leave,  
25 industrial injury, or other protected leave in excess of ten consecutive days.

26                   **G.** Four consecutive workdays of absence without leave may be considered a  
27 resignation or termination, as appropriate, taking into consideration mitigating circumstances.

28                   **H.** A continuous record of 60 days without a miss will cancel the first absence that is

1 less than twelve months old. Thereafter, each continuous 30 days without a miss will cancel the next  
2 absence on the Employee's record, until all are cancelled. Should the Employee have a miss, another  
3 60-day period must be completed before more cancellations will be made. For the purpose of  
4 administering this Paragraph, any time missed from work due to unpaid leaves of absence or  
5 suspension will not be counted toward a continuous record of 60 and/or 30 days without a miss.

6 **I. Misses for Part-Time Transit Operators include:**

7 **1. Unexcused Absence – Failure to report within one hour after designated**  
8 **report time or calling in sick less than 30 minutes before an Employee is scheduled to report. An**  
9 **unexcused absence will result in loss of assignment and pay for the day. However, if an Employee is**  
10 **incapable of complying with these requirements to timely report based on a condition listed in Article**  
11 **11.4, they will be excused if the request is properly submitted.**

12 **2. Absence – An unexcused absence, which has been changed to an absence,**  
13 **or calling the base up to 30 minutes after their report time or reporting in person up to one hour after**  
14 **their report time.**

15 **J. A request for a miss to be changed to an absence or an excused absence must be**  
16 **presented, in writing, to the immediate supervisor within five workdays of the occurrence. The**  
17 **immediate supervisor shall determine whether the miss shall be reduced to an absence or excused**  
18 **absence. A miss, which the immediate supervisor determines was an incident of tardiness beyond the**  
19 **control of the Employee, will be changed to an excused absence and shall not be used for disciplinary**  
20 **purposes.**

21 **K. The failure to sign in, when unaccompanied by tardiness, shall be treated as a**  
22 **minor infraction, as defined in Article 4, Section 3.**

23 **L. The procedure for absences for PTOs shall be as follows:**

24 **1. If the assigned PTO signs in within three minutes after the report time they**  
25 **will be allowed to work their assignment and shall not receive an absence. The clock in the reporting**  
26 **area will be used to determine time. If there is a dispute as to the accuracy of the clock in the**  
27 **reporting area, the Communications Coordinator's clock will be determinant.**

28 **2. A PTO who has an absence will lose their assignment and pay for that day,**

1 except a PTO who has an absence on their first piece of work may be assigned to work their second  
2 piece of work.

3 **M.** The procedures for changing misses to absences or excused absences for PTOs  
4 shall be as follows:

5 A request for a miss to be changed to an absence or excused absence must be presented, in writing, to  
6 the immediate supervisor, within five workdays of the occurrence. The immediate supervisor shall  
7 determine whether the miss shall be reduced to an absence or excused absence.

8 **N.** The procedures for Part-Time Transit Operators coming off the sick list shall be as  
9 follows:

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

14 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

15 ***SECTION 1 – DEFINITION OF EMPLOYEES***

16 “Vehicle Maintenance Employees” shall mean all Employees in the following job  
17 classifications:

- 18 • Assistant Utility Service Worker
- 19 • Electronic Technician
- 20 • Equipment Dispatcher
- 21 • Equipment Painter
- 22 • Equipment Service Worker – Stores Driver
- 23 • Equipment Service Worker
- 24 • Lead Electronic Technician
- 25 • Lead Equipment Painter
- 26 • Lead Equipment Service Worker
- 27 • Lead Maintenance Machinist
- 28 • Lead Mechanic

- 1 • Lead Sheet Metal Worker
- 2 • Lead Transit Parts Specialist
- 3 • Lead Purchasing Specialist
- 4 • Lead Vehicle Upholsterer
- 5 • Maintenance Machinist
- 6 • Mechanic
- 7 • Mechanic Apprentice
- 8 • Metal Constructor
- 9 • Paint Preparation Technician
- 10 • Purchasing Specialist
- 11 • Purchasing Specialist-NRV
- 12 • Senior Stores Clerk
- 13 • Sheet Metal Worker
- 14 • Transit Electronic Communication Technician
- 15 • Transit Parts Specialist
- 16 • Utility Service Worker
- 17 • Vehicle Damage Estimator
- 18 • VM Technical Information Process Specialist III
- 19 • VM Technical Information Process Specialist III - Stores
- 20 • Vehicle Upholsterer

21 ***SECTION 2 – GENERAL CONDITIONS***

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

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

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

1           **D.** A Utility Service Worker (USW) who agrees to drive a vehicle in the performance  
2 of their fundamental duties, who acquires a Washington state Class B CDL, and who successfully  
3 completes METRO’s driver training, will have an additional \$2.00 per hour added to their base USW  
4 wage rate for all hours worked. Such Employee also will be subject to METRO’s Accident Point  
5 System and federally mandated random drug/alcohol tests. A USW who is earning a \$.70 premium  
6 as of November 1, 2004, and who fails to get a CDL will continue to be paid the \$.70 premium as  
7 long as they continue in that classification. A USW who fails to maintain their CDL shall lose their  
8 premium pay.

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

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

21           **G.** Aside from repairs covered by warranty or recall of Non-Revenue Vehicles (NRV)  
22 and equipment, METRO will make every reasonable effort to have Revenue Vehicles (RV) and Non-  
23 Revenue Vehicles (NRV) and equipment, repaired by Vehicle Maintenance Employees. METRO’s  
24 reasonable efforts shall be in accordance with the following procedure:

25                   **1.** METRO shall first seek journey-level Employees to repair the RV, NRV  
26 and/or equipment at the base where it is maintained at.

27                   **2.** If the Base Leadership Team (Superintendent and/or Chief and the Lead at  
28 the base the RV, NRV and/or equipment is normally maintained at) is unable to find journey-level

1 Employees at the Base where the RV, NRV and/or equipment is normally maintained at to make the  
2 repair in a timely and cost-effective manner, the Base Leadership Team will inquire if the Component  
3 Supply Center (CSC) or journey-level Employees at other bases can make the repair in a timely and  
4 cost-effective manner.

5                   3. If the Base Leadership Team determines that no journey-level Employee is  
6 able to make the repair in a timely and cost-effective manner at any base or CSC, Base Management  
7 shall meet with the UNION's Vehicle Maintenance Vice President to discuss the reasonable efforts  
8 made to complete the repair in-house prior to entering into any subcontracting arrangement or  
9 contracting the Vendor.

10                   4. If the UNION's Vehicle Maintenance Vice President is not available to  
11 meet, METRO shall meet with the UNION's President, and if the President is not available, METRO  
12 shall meet the UNION's Vice President. At that time, a mutual determination will be made between  
13 METRO and the UNION as how best to proceed.

14                   H. No Employee acting as or upgraded to chief shall issue discipline to other  
15 Employees or perform formal evaluations.

16                   I. When outside contractors install advertising on METRO's vehicles, their work will  
17 not displace any Employee from their work area. METRO will make efforts to schedule this work in  
18 a time and location that minimizes impacts on Employees.

19                   ***SECTION 3 – WORK ASSIGNMENTS***

20                   A. The workweek shall consist of five consecutive days, except when an Employee's  
21 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each  
22 regular workday. Day shift and swing shift will be completed within a continuous eight and one-half  
23 hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest  
24 breaks. Graveyard shift will be completed within a continuous eight hour period, and will include a  
25 paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the "straight  
26 through" graveyard shift, there is an expectation that quantity of work will not decrease partly  
27 because the overlap/turnover time at the ends of the graveyard shift will be shortened. Employees  
28 who pick a regular schedule consisting of an alternative workweek will be governed by the provisions

1 in Article 13.

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

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

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

7 **E.** Should it become necessary to alter a shift anytime during a shake-up and such  
8 alteration imposes a serious hardship on an Employee, or should an Employee have a serious  
9 hardship or request for accommodation, which requires an alteration in the start or quit times of a  
10 shift, such Employee may request that METRO consider their request. METRO will then contact the  
11 UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual  
12 consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated  
13 by mutual agreement of the Employee and their Base Management team (Superintendent/Chief).

14 **F.** For holiday work assignments, METRO will determine the staffing needs for each  
15 shift. When METRO has determined which classifications will be required to work, Employees in  
16 those classifications will be offered the holiday assignment in seniority order, first to Employees that  
17 are scheduled to work that day as part of their regular work assignment. If after offering the holiday  
18 assignment, by seniority, to Employees who are regularly scheduled to work that day and there are  
19 more assignments available, it will then be offered to Employees on their RDO until assignments are  
20 filled. Should no Employee accept the holiday assignment, Employees from other shifts within the  
21 base will be offered the work before assignments are made by inverse seniority to Employees that are  
22 scheduled to work that day as part of their regular work assignment. Except in the classification of  
23 Transit Parts Specialist (TPS), holiday assignments shall be offered by seniority within the base.

24 **G.** METRO acknowledges the extraordinary work that the world-class technicians in  
25 the Component Supply Center (CSC) provide by rebuilding parts and components, as well as the cost  
26 efficiencies that are created by this work group. It is not METRO's intention to reduce the rebuild  
27 staff at the Component Supply Center (CSC) as a result of this agreement. At its discretion, METRO  
28 may choose to purchase new, used, or remanufactured parts or components. When METRO

1 purchases remanufactured parts or components, where it sends METRO-owned parts or components  
2 for repair or exchange, the following process will apply:

3           1. Prior to making a decision to purchase a remanufactured part or component  
4 that has historically been repaired by METRO Employees, METRO will share information about the  
5 factors it has considered in making its decision to purchase remanufactured parts. If requested,  
6 METRO will provide information about its estimates of cost savings of purchasing a remanufactured  
7 component or part, versus purchasing a new or used part or component. METRO shall also share  
8 information on how it has considered having parts or components repaired at the CSC or the various  
9 vehicle maintenance shops at the bases.

10           2. If the UNION disagrees with METRO's analysis or it has other reasons to  
11 disagree with purchasing a remanufactured part or component, it shall request an ad hoc labor-  
12 management meeting at which it may advocate for the continued in-house repair. METRO agrees to  
13 schedule the meeting and meet within 14 days of the request. After receiving information, should it  
14 continue to disagree with METRO's decision, the UNION must submit a cost analysis and bid for  
15 METRO to retain the work, within 14 days of the meeting with METRO.

16           3. METRO retains the right to make the final decision whether to purchase  
17 remanufactured parts and components, or to perform repairs on a part or component in-house. If the  
18 part or component is less expensive to rebuild in house, according to METRO's assessment, the work  
19 shall be performed by Employees. At the request of the UNION, METRO will provide information  
20 about its methodology for assessment of costs, consistent with paragraphs 1 and 2 above.

21           4. The purchase of remanufactured parts or components will not result in  
22 layoffs.

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

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

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

1                   2. For vacancies of less than 5 days, METRO may offer the work to any  
2 voluntary Employee within the base, utilizing volunteers on the sign-up list first.

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

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

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

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

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

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

20                   **F.** METRO will provide a minimum of 48 hours advance notice prior to any change  
21 in assignment for any rover.

22                   **G.** For the purpose of RDO overtime only, a rover shall be considered assigned to the  
23 base and shift at which they worked the day preceding their RDOs.

24                   **H.** A rover assigned to a different work shift, or a volunteer who has mutually agreed  
25 to adjust their work shift, will receive the shift differential, if any, associated with their picked shift or  
26 the shift differential associated with the shift to which they are assigned, whichever is greater.

27                   ***SECTION 5 – LEAD EMPLOYEES***

28                   **A.** When a permanent vacancy occurs within a Lead classification, the position shall

1 be filled by a recruitment. Applicants shall be current Employees in the classification being led and  
2 must have, as of the last day applications are accepted, a minimum of two years experience in that  
3 classification at METRO.

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

8 **C.** Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%  
9 premium above the top step of the existing wage rate and any shift differential of the classification for  
10 which they serve as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift  
11 differential, plus 10%.

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

18 **E.** No Lead Employee will discipline (as defined in Article 4, Section 2, Paragraph A)  
19 other Employees or perform formal Employee evaluations.

20 **F.** For overtime and holiday work assignments: When performing the regular work of  
21 the classification that they are leading, the Lead of that specific classification will be offered the  
22 assignment only after all the other Employees in that classification (by base, by shift, by seniority)  
23 have been asked first.

24 **G.** A Lead Employee may resign their Lead position at any time. The Employee will  
25 remain in the position until METRO is able to replace them, generally with a regular appointment.

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

27 **A.** Three times each year except at NRV, when a facility opens or closes, or when  
28 METRO schedules a system-wide pick, the number of Employees required on each shift at each base

1 shall be posted. Two picks will coincide with Operators' Spring and Fall picks and the third pick will  
2 be in June. NRV positions for Mechanic, Lead Mechanic, and Transit Parts Specialist will be picked  
3 once each year at the first pick of each year.

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

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

13 **2.** Employees in the classifications of Maintenance Machinist, Lead  
14 Maintenance Machinist, Mechanic Apprentice, Purchasing Specialist – NRV, Senior Stores Clerk,  
15 VM TIPS III - Stores, and Assistant Utility Service Worker will be considered stationary  
16 classifications and will not participate in the pick unless METRO establishes multiple shifts,  
17 alternative work schedules or work sites for these classifications.

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

22 **D.** METRO will make arrangements for each Employee to be available to report to an  
23 appropriate pick location at least ten minutes ahead of their pick time to examine available work  
24 assignments. An Employee shall be compensated for the time spent in the selection process when it  
25 is during their work hours.

26 **E.** UNION representatives for Vehicle Maintenance will be present and facilitate the  
27 pick.

28 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form

1 with the METRO designee, as identified on the pick schedules, indicating their work preferences.  
2 This form must be received by the METRO designee no less than 24 hours before the pick. Failure to  
3 do so will result in the UNION representative picking an assignment for the Employee. The UNION  
4 representative shall make an effort to select an assignment comparable to the last picked position  
5 (base, shift, and RDO), not to include any move-ups. Selections made by the UNION will not be  
6 subject to the grievance/arbitration procedure.

7           **G.** When METRO determines that an Employee will be unavailable for work for an  
8 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer for Vehicle  
9 Maintenance will be notified prior to the pick process. If such Employee returns to work during a  
10 shake-up, they may return to their previous picked position, if such still exists, or to a position as  
11 close as possible to the assignment they were working previously. METRO and the Employee may  
12 mutually agree to a different assignment, and the UNION will be notified.

13           **H.** Any Employee covered by this Article, who picks a position in which they do not  
14 properly perform may be placed on any available shift at any base until the next shake-up by their  
15 unit supervisor.

16           **I.** When a vacant position is filled or a new position is created and filled, Employees  
17 in that classification, at that base, will have a move-up if requested by the UNION. The UNION will  
18 be notified and effect the move-up. When such vacancy is a Lead position or in a job classification  
19 with 35 or fewer Employees, such move-up will be system-wide. Move-ups will be conducted only  
20 when they can be completed 28 days prior to the shakeup.

21           **J.** Stores Drivers hired before November 1, 2007, are grandfathered into Stores Driver  
22 assignments and will not be bumped during any subsequent pick. If a Stores Driver voluntarily  
23 chooses work other than a Stores Driver assignment, they will forfeit all rights to grandfathered  
24 Stores Driver status. Stores Drivers will pick Stores Driver assignments and vacation by Stores  
25 Driver seniority, independent of Equipment Service Workers.

26           **SECTION 7 – VACATION SELECTION**

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

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

5           **C.** Vacations may be selected in blocks consisting of one or more consecutive weeks  
6 of vacation.

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

13           **E.** In order to use the blocks, an Employee must have the time available at the time  
14 the vacation is to be used. That time can be in the form of vacation leave, AC time, or Personal  
15 Holiday. An Employee who has otherwise used their leave time prior to the dates picked for vacation  
16 shall not be permitted to use any time chosen for which they do not have available leave. An  
17 Employee will not be allowed leave without pay (LWOP) to cover for days they selected but for  
18 which they do not have the accruals available on the day requested, except with the express written  
19 consent of METRO in accordance with Article 10, Section 1 of this AGREEMENT. If such written  
20 consent is not granted, the Employee will be expected to be at work on their normal shift.

21           **F.** The selection of vacations by Vehicle Maintenance Employees shall be extended  
22 over the entire calendar year. An Employee who takes their vacation in two or more blocks shall  
23 select the second block of their vacation after all Employees in their classification have made their  
24 first selection; their third selection after all Employees in their classification have made their second  
25 selection; etc., until all blocks of the vacation have been selected. Picked vacation blocks will begin  
26 or end with the Employees' regular day off (RDO) at the Employee's discretion.

27           **G.** A Vehicle Maintenance Employee may otherwise use vacation in increments of  
28 one or more hours, provided they have vacation available and subject to advance approval by their

1 supervisor.

2 **SECTION 8 – OVERTIME**

3 A. All hours worked in excess of eight in the scheduled workday or work on an  
4 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-  
5 time rate of pay for the classification for actual overtime hours worked. No Employee shall receive  
6 overtime until they have worked eight hours, not to include any approved time-off (i.e. sick leave,  
7 A/C or vacation).

8 B. An overtime assignment of four hours or less shall be offered within a base, shift  
9 and job classification, by seniority to qualified Employees who are working the shift preceding or  
10 succeeding the shift where the work is to be performed, including any Employees working on their  
11 RDO. If contacted prior to the end of their regular work shift, an Employee may return within two  
12 hours to complete an OT assignment that is considered to be directly succeeding their shift. This  
13 Employee will not be subject to Article 17.8.K and will be paid for all hours worked, not to exceed  
14 12 hours in any workday.

15 C. Once METRO has determined the staffing needs for an overtime assignment of  
16 more than four hours the assignment shall be offered within a base, shift and job classification, by  
17 seniority, to qualified Employees (including Lead and Apprentice Employees in accordance with  
18 Section 5, Paragraph F and Section 8, Paragraph M). Once METRO offers an overtime assignment  
19 of eight hours to any Employee, it will offer it to all eligible Employees including Employees on an  
20 RDO before it is split into smaller pieces.

21 D. With at least two-hour notice to an Employee, METRO may cancel an overtime  
22 assignment in its entirety.

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

26 F. Overtime in the classification of Transit Parts Specialist (TPS) shall be offered by  
27 seniority within the base. Unplanned overtime in blocks up to four hours shall be offered to the  
28 senior TPS on the preceding or succeeding shift. All overtime assignments of four hours or more or

1 those that are preplanned, shall be offered by seniority within a base to qualified TPSs. Should no  
2 TPS at the base accept the overtime assignment, it shall be offered by seniority system wide to an  
3 available TPS.

4 **G.** An Employee who does not want to be offered overtime opportunities on their  
5 RDOs preceding or succeeding any paid time off or holidays must provide written notice to their  
6 immediate supervisor. This provision does not apply to forced overtime. An Employee shall not be  
7 eligible to work overtime on RDOs between their consecutive vacation blocks.

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

10 Rebuild - Mechanical

11 Rebuild - Electrical

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

15 **I.** Overtime on any shift shall be computed at the rate paid for the Employee's  
16 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no  
17 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing  
18 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave  
19 shift overtime rate of pay.

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

25 **K.** A Vehicle Maintenance Employee, who has gone home after their regular shift and  
26 who is called back to work and reports for work, will be guaranteed at least four hours pay at the  
27 overtime rate. If an Employee is contacted prior to their regular scheduled shift end-time, the  
28 Employee may leave work at their regularly scheduled end-time and return to perform overtime

1 worked in their classification (provided the work falls within their shift times as defined by Article  
2 17, Section 9) and will not receive the guaranteed four hour minimum.

3 L. A Vehicle Maintenance Employee called in before their regularly scheduled report  
4 time and in conjunction with their regular shift will be paid for actual hours worked.

5 M. An Apprentice will be offered an overtime or holiday work assignment (by base,  
6 by shift, by seniority) only after Employees and Leads in that classification have been asked first.  
7 Apprentices will not be subject to inverse seniority to fill work assignments for overtime or on  
8 holidays.

9 N. Overtime assignments in the classification of Equipment Service Worker (ESW)-  
10 Stores Driver, when performing the traditional and historical duties of the Stores Driver  
11 classification, will first be offered to the Employee grandfathered in the ESW-Stores Driver  
12 classification before being offered by shift, by seniority to ESW's within the base. In the case of an  
13 emergency an overtime assignment may be offered to ESW's by shift, by seniority within the base  
14 before offering the overtime assignment to the ESW-Stores Driver.

15 **SECTION 9 – SHIFT DIFFERENTIAL**

16 Shift differential will be 5.00% per hour for swing shift and 7.5% 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,  
21 not later than March of each year, to Employees permanently assigned as of January 1st the same  
22 year to the classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic  
23 Apprentice, Metal Constructor, Sheet Metal Worker, Transit Electronic Communications Technician,  
24 Vehicle Upholsterer, and to Leads in those classifications. The amounts shall be as follows:

25

Year	Allowance
2020	\$903
2021	\$903
2022	\$903

26  
27  
28

1  
2 METRO agrees to provide those tools necessary to perform all mechanical work assigned to  
3 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who  
4 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives  
5 under its tool contracts, in accordance with procedures established by METRO. Tools purchased  
6 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be  
7 purchased for an Employee's personal use. Tools purchased or replaced using the tool  
8 allowance/discount shall be the personal property of the Employee.

9 **B.** METRO shall provide tool insurance to those Employees who receive an annual  
10 tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the  
11 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police  
12 report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO  
13 property. Each Employee shall have on file with their immediate supervisor an up-to-date inventory  
14 of tools designating the type, size and manufacturer. Photographs will be accepted. METRO shall  
15 have the right to inspect the inventory of tools. However, an Employee shall be allowed three days  
16 after the inspection to locate any tools which they claim are missing.

17 **C.** Each Vehicle Maintenance Employee shall receive their choice of coveralls or a  
18 clean uniform (pants and shirt) daily.

19 **D.** Any Employee who is required to work in inclement weather or hazardous areas  
20 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
21 to, a high-visibility cold weather jacket, rainset, hat, and boots. Each Employee is required to wear  
22 footgear approved by METRO. At the commencement of the 2019-2022 Collective Bargaining  
23 Agreement, the new benefit for high-visibility cold weather jackets will be implemented on a  
24 schedule according to the regular replacement policy. Each Employee shall be entitled to a METRO  
25 voucher to be applied toward purchases of footgear (one pair of boots, socks and cushioned inserts  
26 identified on the METRO voucher at time of purchase). The maximum METRO contribution paid by  
27 such voucher shall be \$200 (plus sales tax) per Employee as provided in Paragraph E. Employees  
28 may use up to \$50.00 of the voucher amount to purchase work socks.

1           **E.** METRO shall provide and maintain necessary safety clothing, uniforms and  
2 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

3           **F.** When an Employee is informed during their regular shift that overtime in excess of  
4 two hours beyond the end of the regular shift will be required, or when an Employee is called at  
5 home to perform work commencing in excess of two hours before their shift, METRO will provide a  
6 30-minute unpaid meal period or a 15-minute paid break, upon request, at the Employees' preference.

7           **G.** Except where modified by historical practice, duties traditionally performed by the  
8 Employees in the job classifications listed in Section 1, will be performed only by Employees  
9 working in those classifications.

10           **H.** METRO shall respect the classification boundaries that are established in the  
11 classification specifications for Vehicle Maintenance jobs; however it is agreed that the incidental  
12 assignment of cross-classification work is allowed. No Employee shall be expected to perform work  
13 for which they have not been adequately trained or which is unsafe. If the UNION believes that  
14 cross-classification work has exceeded an incidental amount, the PARTIES shall convene special  
15 Labor-Management discussion to attempt to address the UNION's concerns over staffing levels and  
16 work assignments.

17           **I.** Vehicle Maintenance Employees may use the ten minutes prior to the end of their  
18 workday for personal clean-up.

19           **J.** When upgraded to a Lead or Equipment Dispatcher position, the Employee shall  
20 receive the Lead or Equipment Dispatcher rate of pay. When upgraded to any other classification, an  
21 Employee shall be paid according to Article 3. . However, no upgraded Employee shall be paid more  
22 than the top step of the classification to which they have been upgraded.

23           **K.** METRO will provide a secure area at each work location for UNION-related  
24 materials accessible to all UNION representatives at that location.

25           **L.** When METRO determines that an Employee will be upgraded to Chief for more  
26 than four hours and the upgrade creates a vacancy in the Lead classification, that vacancy will be  
27 filled through upgrade or overtime assignment in accordance with Article 17.

28           **M.** A Vehicle Maintenance Employee who works on the day of observance, as part of

1 their regular work schedule, will receive eight hours of pay for such day and will receive their choice  
2 of either AC time or overtime pay at the rate of time and one half for all time worked.

3 N. An Employee who is assigned to train an Intern or Apprentice will receive a 10%  
4 premium under the following circumstances, and is only paid for actual time spent training. Leads  
5 are not eligible for training pay. Time spent training an Apprentice or Intern must be pre-authorized  
6 in writing and involve active instruction. Training pay will not be offered for any other types of  
7 intern, apprentice, or for peer-to-peer training or orienting new Employees.

8 O. For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees  
9 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair  
10 of prescription safety glasses.

11 **SECTION 11 – ATTENDANCE**

12 A. The PARTIES recognize that Vehicle Maintenance duties and functions are time  
13 critical and that Employees have the responsibility and obligation to be at work on time each day.  
14 Vehicle Maintenance Employees will be subject to the following terms, which supersede any  
15 conflicting provisions elsewhere in the AGREEMENT.

16 B. Vehicle Maintenance will monitor and record attendance using the terms of late  
17 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to an  
18 Employee who calls one-half hour before their shift to request unscheduled leave and then is  
19 requested to come to work, provided they report to work in a reasonable time. An Employee can use  
20 AC time or vacation time to make up lost time.

21 C. A late occurrence (six minutes to two hours) shall be managed and recorded as  
22 follows:

- 23 1. An Employee may complete any time left on their shift.
- 24 2. An Employee may work a full eight hours, or ten hours for 4/40 Employees,  
25 even though this work would continue into the next shift.
- 26 3. An Employee may not use AC time or vacation to make up lost time.
- 27 4. An Employee will be paid for actual hours worked at their scheduled rate of  
28 pay.



1 Employee who had a late occurrence or unexcused absence removed from the attendance  
2 management record has the option to use vacation leave, AC time, or sick leave as appropriate to  
3 make up the lost time.

4 G. The PARTIES agree to review this Section on an annual basis.

5 **SECTION 12 – APPRENTICESHIP PROGRAM**

6 The purpose of this program is to establish an on-the-job apprenticeship training program  
7 leading to the status of journey level in the classification to which they are apprenticed. The  
8 classification of apprentice shall be covered under all the terms and conditions of this AGREEMENT,  
9 unless otherwise specified under the specific Apprenticeship Standards for such classification.

10 A. All Employees are eligible to apply for and participate in the Apprenticeship  
11 Program.

12 B. Qualified Employees in Vehicle Maintenance shall be selected before other  
13 qualified Employees.

14 C. Should no Employee be qualified, METRO may hire through an open and  
15 competitive recruiting process.

16 **SECTION 13 – TRAINING**

17 A. When possible, training will be scheduled to minimally impact swing and  
18 graveyard Employees. Efforts will be made to conduct training on all shifts. If training is off the  
19 Employee’s normally picked shift, flexible schedules will be allowed by mutual agreement of the  
20 Employee and their Base Management team (Superintendent/Chief). If mutual agreement cannot be  
21 reached, the process in Article 17.3.E will be used to resolve the issue. Except for CDL training,  
22 under no circumstances will an Employee be forced to alter their shift to attend training.

23 B. If the training session is cancelled, the Employee will be required to return to their  
24 base to complete their shift or request paid time off for the remainder of the day.

25 C. If a training that is not during the Employee’s normally picked shift is cancelled,  
26 the Employee shall not suffer loss of pay.

27 **SECTION 14 – VEHICLE MAINTENANCE PAYROLL PROCESSING**

28 A. TIPS IIIs will remain the principal payroll processors at Vehicle Maintenance

1 bases, with the exception of the Non-Revenue Vehicle base. At the Non-Revenue Vehicle base,  
2 Transit Administrative Support Specialist III will remain the principal payroll processors.

3 **B.** The UNION and METRO agree that the prompt processing of payroll is extremely  
4 important. To ensure payroll is processed in a timely manner, METRO and the UNION agree to the  
5 following procedure for the assignment of Vehicle Maintenance payroll:

6 **1.** If the TIPS III at a base is unavailable to process payroll on the first day of  
7 a payroll processing week (usually Monday), METRO will offer the work via email to other TIPS IIIs  
8 to cover the work on either straight time or overtime. TIPS IIIs will be given two hours to volunteer  
9 for the assignment, and selection will be based on seniority order within the TIPS III classification.

10 **2.** If no TIPS III accepts the work within the two hour deadline, METRO may  
11 then assign payroll work to any qualified timekeeper.

12 **3.** After the first day of a payroll processing week (usually Tuesday), if a TIPS  
13 III at a base is unavailable to process payroll, METRO will assign payroll processing to any qualified  
14 timekeeper.

15 **C.** In order to ensure Administrative Specialists are trained to process base payroll  
16 and their skills are refreshed, METRO may assign Administrative Specialists to perform base payroll  
17 quarterly.

18 **D.** In the case of an emergency, as defined in this AGREEMENT, METRO can assign  
19 payroll work to any qualified timekeeper.

20 **E.** METRO may assign Administrative Specialists or other qualified employees to  
21 conduct payroll quality assurance audits.

22 **F.** The PARTIES agree King County email is the correct and contractually sufficient  
23 method of notification of the TIPS III payroll work opportunities, including overtime.

24 **G.** The PARTIES agree to meet to attempt to resolve any problems that occur in the  
25 implementation of or application of this section of the AGREEMENT.

26 **H.** The PARTIES agree that this section of the AGREEMENT may not be used to  
27 assert a dilution of the work historically performed by the TIPS III job classification.  
28

1           **SECTION 15 – 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  
5 respect, trust, understanding and effective communication. This committee shall meet for the  
6 purpose of 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           **SECTION 16 – SAFETY COMMITTEE**

13           The VM Safety Committee shall meet quarterly or more frequently when requested by either  
14 the UNION or METRO. The committee shall consist of each base’s elected VM safety officer and  
15 one appointee from the UNION. The Employer shall appoint an Industrial Safety Officer and four  
16 representatives from the maintenance section representing METRO. Duties of the committee shall be  
17 restricted to discussing safety goals and making recommendations to help METRO improve safety  
18 standards and training for all the VM job classifications. The committee shall work on the following  
19 issues:

20                   1. The PARTIES shall add overall Vehicle Maintenance safety concerns as a new  
21 area of focus to the committee.

22                   2. The committee may enlist the help of subject matter experts from time to time.

23                   3. The committee shall improve its organization and processes by keeping minutes,  
24 using a spreadsheet of items that it is addressing, and addressing urgent issues on an expedited basis.

25                   4. Recommendation of the committee should be shared with both METRO’s and the  
26 UNION leadership for action, pursuing solutions, and evaluating urgent issues.

27                   5. Make recommendations to improve the training program for safe work on Electric  
28 Propulsion systems.

1           **SECTION 17 – COOPERATIVE INTERNSHIP/LEARNING PROGRAM**

2           The following terms apply to the Cooperative Internship/Learning Program:

- 3                     1. No more than six students shall be allowed to work at any given time, or work  
4                             on Saturday or Sunday.
- 5                     2. No Employee in the bargaining unit shall be responsible for any actions of the  
6                             students.
- 7                     3. This program shall not reduce the amount of work available to bargaining unit  
8                             Employees, nor shall it reduce the scope of UNION work.
- 9                     4. Students involved in this program shall not be members of the bargaining unit,  
10                            nor shall they be required to join the UNION.
- 11                    5. METRO will fund these positions through King County’s internship program.
- 12                    6. The UNION and METRO shall meet, at the request of either PARTY to discuss  
13                            and resolve any issue(s) that arise related to this program.

14           **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

15                    **SECTION 1 – DEFINITION OF EMPLOYEES**

16                    “Facilities Maintenance Employees” shall mean all Employees in the following job  
17                    classifications, and their respective lead positions where applicable:

- 18                           • Building Operating Engineer
- 19                           • Building Operating Engineer – Apprentice
- 20                           • Carpenter
- 21                           • Equipment Operator
- 22                           • Facilities Maintenance Trainee
- 23                           • Facilities Maintenance Worker
- 24                           • Grounds Specialist
- 25                           • Lead Building Operating Engineer
- 26                           • Lead Carpenter
- 27                           • Lead Grounds Specialist
- 28                           • Lead Maintenance Constructor

- 1 • Lead Maintenance Painter
- 2 • Lead Maintenance Signage Specialist
- 3 • Lead Transit Facilities Millwright
- 4 • Lead Transit Purchasing Specialist
- 5 • Lead Transit Custodian
- 6 • Lead Transit Radio and Communication Systems Specialist
- 7 • Lead Utility Laborer
- 8 • Maintenance Constructor
- 9 • Maintenance Painter
- 10 • Maintenance Signage Specialist
- 11 • Millwright
- 12 • Purchasing Specialist
- 13 • Transit Custodian I
- 14 • Transit Custodian II
- 15 • Transit Electronic Communications Technician
- 16 • Transit Radio and Communication Systems Specialist
- 17 • Utility Laborer

18 ***SECTION 2 – GENERAL CONDITIONS***

19 If the UNION wishes to discuss concerns about the movement of a chief that does not  
20 coincide with the pick posting, the PARTIES will discuss whether there is a need for a shake-up or  
21 move-up.

22 ***SECTION 3 – SUBCONTRACTING***

23 A. METRO shall not subcontract work historically performed by members of the  
24 UNION, except that METRO may contract the maintenance of up to ten park-and-ride lots during the  
25 term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and  
26 other work that does not require power tools except weed eaters.

27 B. Prior to each shakeup, PARTIES representatives will establish, by mutual  
28 agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

1 C. METRO may allow unpaid volunteers or unpaid community groups to clean or  
2 otherwise maintain METRO shelters and park-and-ride lots.

3 **SECTION 4 – CAREER PATHS – PERMANENT APPOINTMENTS**

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

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

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

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

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

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

18 G. Vacancies in the Lead Transit Radio and Communications System Specialist  
19 classification will first be filled by Transit Radio and Communications System Specialist applicants,  
20 by qualification.

21 **SECTION 5 – WORK ASSIGNMENTS**

22 A. The workweek shall consist of five consecutive days, except when an Employee's  
23 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular  
24 workday. Each shift will be completed within a continuous eight and one-half hour period and will  
25 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift  
26 will be completed within a continuous eight hour period, and will include a paid one-half hour lunch  
27 break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting of an  
28 alternative workweek will be governed by the provisions in Article 13. The PARTIES understand that

1 straight-through work is not intended to result in a loss of productivity for the shift.

2           **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious  
3 hardship on the Employee, such Employee may request that the PARTIES review the matter.

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

7           **D.** The term “complex”, as used in this Article, shall mean a group of specific  
8 worksites within a defined geographical area, as described in Exhibit C, except as modified by the  
9 Facilities Labor-Management Relations Committee.

10           **E.** For holiday work assignments, METRO will determine the staffing needs for each  
11 shift. After METRO determines how many Employees in each classification shall be required to  
12 work, holiday assignments shall be offered consistent with the overtime language in Section 11. For  
13 those Employees working a graveyard shift, they may discuss with their Chief or designee as to  
14 whether the night before or the night after is preferred for their holiday off, assuming business needs  
15 are met and with the understanding that this is not intended to increase overtime, but rather to allow  
16 Employees to spend more time with their families on holidays.

17           **F.** Assignment of specific duties on any shift shall be at the sole discretion of  
18 METRO.

19           **G.** METRO will attempt to provide written notice or other official notification one  
20 week in advance to any Employee regarding any shift changes made due to backfilling or vacancies.  
21 However, notice shall not be less than 48 hours.

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

23           **I.** METRO will attempt to provide written notice or other official notification one  
24 week in advance for required training outside of an Employee’s regularly scheduled shift. A  
25 minimum of 48 hours notice shall be given to the Employee. The Employee may agree to shorter  
26 notice.

27           ***SECTION 6 – UPGRADES***

28           **A.** The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities

1 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the  
2 higher rate of pay for four hours. Assigned work in a higher paid classification in excess of four  
3 hours will be paid at the higher rate of pay for the entire shift. Overtime will be paid at the overtime  
4 rate for the higher paid classification.

5 **B.** Upgrades to classifications of Signage Specialist or above will be based on  
6 qualifications, as determined by METRO.

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

9 **1.** For positions lasting less than 30 days, upgrades shall be offered by  
10 worksite, complex and system-wide.

11 **2.** For positions lasting 30 days or more, upgrades will be offered system-  
12 wide.

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

15 **E.** Upgrade work will be assigned to qualified Employees, by seniority, within a  
16 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training  
17 sign-up sheets.

18 **F.** An Employee upgraded to a Lead position shall receive 10% above the top step of  
19 the wage rate of the classification for which they serve as a Lead.

20 **1.** If METRO determines that a Lead position will be needed for a project or  
21 crew which has three or more Employees and/or will last for more than 90 days, and/or when  
22 justified by the additional responsibilities and coordination, METRO will assign a Lead.

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

25 **3.** Each Lead will be considered a working Lead. In addition to their Lead  
26 duties, a Lead shall continue to perform their assigned duties.

27 **4.** No Lead will discipline other Employees.

28 **G.** A Lead will be assigned by the immediate supervisor when three or more

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

4 **H.** An Employee who is assigned to train an Intern or Apprentice will receive a 10%  
5 premium under the following circumstances, and is only paid for actual time spent training. Leads  
6 are not eligible for training pay. Time spent training an Apprentice or Intern must be pre-authorized  
7 in writing and involve active instruction. Training pay will not be offered for any other types of  
8 intern, apprentice, or for peer-to-peer training or orienting new Employees. Additionally, any  
9 Employee who trains a newly hired Employee will receive designated Lead pay. Lead pay shall be  
10 paid only for actual time spent training and must be pre-authorized in writing and involve actual  
11 instruction.

12 **I.** Any time worked as a Lead in excess of eight hours, or ten hours for a 4/40  
13 Employee, will be paid at one and one-half times the Lead rate of pay.

14 ***SECTION 7 – LEADS***

15 **A.** When a permanent vacancy occurs within a Lead classification, the position will  
16 be filled by a recruitment from Employees in the classification being led having a minimum of two  
17 years experience in that classification at METRO or Employees with at least two years of similar  
18 experience. If a suitable candidate is not identified for hire, then METRO shall conduct an open and  
19 competitive recruitment and shall provide additional consideration to any internal candidates.

20 **B.** Lead Employees shall be selected on the basis of ability, training, education,  
21 experience, seniority, and job performance with UNION input, through appropriate testing  
22 procedures and/or evaluations.

23 **C.** Each Lead Employee in the Facilities Maintenance Section shall receive a ten  
24 percent differential above the top step of the highest wage rate of classification(s) for which they  
25 serve as a Lead.

26 **D.** 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. A Lead will be considered a working

1 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the  
2 classification from which they were originally recruited.

3 E. No Lead Employee will discipline, as defined in Article 4, Section 4 other  
4 Employees or perform formal Employee evaluations.

5 F. For Overtime and Holiday work assignments: When performing the regular work  
6 of the classification that they are leading, the Lead of that specific classification will be offered the  
7 assignment only after Employees in that classification have been asked in each step of the overtime  
8 process.

9 G. The Shelter Refurb Crew will be assigned a Lead and the Lead will be recruited  
10 from the journey-level trades (currently Carpenter and Maintenance Constructor) of this work group.  
11 They will act as Lead only for Employees assigned to the Shelter Refurb Crew, and are eligible for all  
12 associated training and certifications. Should the Shelter Refurb Program terminate, the Lead will  
13 revert back to their original classification and seniority.

14 **SECTION 8 – PICKS AND MOVE-UPS**

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

18 B. If a permanent or long-term vacant position is to be filled, a system-wide move-up  
19 in that classification will be permitted. Move-ups will be conducted only when they can be  
20 completed 28 days prior to a shake-up.

21 C. All Facilities picks will show the usual openings in each classification for each  
22 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or  
23 for adjusting workloads, METRO will solicit volunteers from the classification needed within the  
24 complex. If no Employee volunteers, the least senior Employee available in the classification, within  
25 the worksite, will be assigned from positions that have supplemental listed on the pick sheets stating  
26 that those positions will be used to backfill vacancies and/or adjusting workloads. METRO retains  
27 the right to move the least senior Employee to another worksite, shift or RDO combination.

28 D. All Employees listed in Section 1 may select by classification seniority, complex,

1 worksite, shift (when applicable) and two consecutive RDOs. Specific duties within a classification  
2 may also be picked to the extent specified by METRO on the pick sheets.

3           **E.** Copies of the proposed pick schedule and shifts will be posted for review no later  
4 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than  
5 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks  
6 after the pick.

7           **F.** METRO will make arrangements for each Employee who is working on a shift to  
8 be available to pick their assignment a minimum of ten minutes prior to their designated pick time.

9           **G.** An Employee who wishes to select an assignment will report to an appropriate  
10 pick location at least ten minutes ahead of their pick time to examine available work assignments.  
11 No Employee shall be compensated for time spent in the selection process, unless it is during their  
12 regular work hours.

13           **H.** A UNION representative for Facilities Maintenance Employees shall be present  
14 during each pick, including vacation picks.

15           **I.** An Employee who is unable to attend the pick may leave an absentee pick form  
16 with the UNION indicating their work preferences. Failure to do so will result in the UNION  
17 representative picking an assignment for the Employee. The UNION representative shall make an  
18 effort to select an assignment comparable to the assignment most recently worked. Selections made  
19 by the UNION will not be subject to the grievance/arbitration procedure.

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

23           ***SECTION 9 – VACATION SELECTION***

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

27           **B.** At the first pick of the calendar year, each Facilities Maintenance Employee, after  
28 having first selected a worksite and complex, may select a maximum of five blocks of vacation in a

1 calendar year. Each block shall consist of one or more consecutive weeks of vacation, beginning and  
2 ending with an Employee's RDOs. Vacation selections shall be made by seniority within a job  
3 classification. An Employee who takes their vacation in two or more non-consecutive blocks shall  
4 select the second vacation block(s) of their vacation after all Employees in their classification have  
5 made their first selection; their third selection after all Employees in their classification have made  
6 their second, etc. METRO shall post a calendar/list within one week of the conclusion of the pick at  
7 each worksite with all approved vacation selections indicated. Vacation changes shall not be allowed  
8 except in emergencies, as determined by METRO.

9 C. After the vacation pick, with the approval of their immediate supervisor, vacation  
10 requests of one hour or more will be processed on a first come, first served basis.

11 D. An Employee who does not select vacation at the first pick of the year must  
12 request vacation at least two weeks prior to the first effective day of requested leave, unless otherwise  
13 approved by METRO.

14 E. An Employee who has not filed a vacation request according to the above  
15 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

16 F. METRO will respond to a written request for any vacation or leave within seven  
17 days of receipt.

18 **SECTION 10 – OVERTIME**

19 A. All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the  
20 scheduled workday and on an Employee's RDO shall be paid at the overtime rate of one and one-half  
21 times the existing straight-time rate of pay for the classification for actual overtime hours worked.

22 B. When unscheduled overtime is requested to complete a special task, the overtime  
23 will first be offered to the Employee within the classification responsible for the work. A "special  
24 task" shall mean:

- 25 1. non-ordinary circumstances in which the work cannot wait to be completed; or
  - 26 2. the work is unreasonable to have anyone but the existing Employee
- 27 performing the work be the one to complete the special task.

28 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or

1 request to be put on, an overtime list posted at their complex on a weekly basis. Each overtime list  
2 will be posted on Monday and pulled at 2:00 p.m. on Wednesday for the following Friday through  
3 Thursday overtime period. If Wednesday is a Holiday, the list shall be pulled at 2:00 p.m. on  
4 Tuesday. An Employee who is not on the overtime list will not be eligible for the planned and  
5 scheduled overtime, except in the case of an emergency or if overtime must be assigned in inverse  
6 order of seniority. METRO will not call an Employee who is on an authorized leave for overtime,  
7 unless it is an extreme emergency.

8 **1.** Overtime shall be assigned to Employees on the list by picked position, by  
9 shift, then by seniority in the classification according to Exhibit C at the end of this AGREEMENT.  
10 Employees must be qualified and reasonably available, which includes the Employee having eight  
11 hours off between shifts.

12 **a.** Custodians— First, within the area of responsibility/picked position;  
13 second, by positions assigned to the same building within the complex, same shift, by seniority; third,  
14 by the positions assigned to the same building within the complex, by seniority; fourth, by the  
15 positions assigned to the entire complex, including crews, by seniority; fifth, by positions assigned to  
16 the chief, by seniority; and sixth, system-wide, by seniority.

17 **b.** All other classifications— Within the classification, first to the area  
18 of responsibility/picked position; second, within the work program, same shift, by seniority; third,  
19 within the work program, by seniority; fourth, by positions assigned to the chief, by seniority; and  
20 fifth, system-wide, by seniority.

21 **2.** If the overtime assignment is not filled from the classification, it may be  
22 offered, by seniority, to Employees on the list in the next lower job classification(s) before it is  
23 offered to Employees on the list in a higher classification at the worksite where the overtime is  
24 required, provided the Employee is qualified for the upgrade and reasonably available to do the work,  
25 including having eight hours off between shifts.

26 **3.** If the overtime has not been filled after all of the procedures outlined above  
27 have been followed, then it will be assigned in inverse order of seniority in the affected job  
28 classification, at the worksite where the overtime is required. If the least senior Employee is not

1 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in  
2 seniority. In the event of an emergency, METRO may assign overtime to any qualified Employee.

3           **D.** A Facilities Maintenance Employee, who has gone home after their regular shift,  
4 and who is called back to work and reports for work, will be guaranteed four hours of pay at the  
5 overtime rate. An Employee who works overtime before their regularly scheduled report time and in  
6 conjunction with their regular shift will be paid for actual hours worked. If a Facilities Maintenance  
7 Employee can correct the situation without having to report to the worksite, they will be guaranteed  
8 two hours of pay at the overtime rate. A Facilities Maintenance Employee who is required to be on  
9 standby on their RDO, including holidays, will receive four hours of standby pay at their overtime  
10 rate for each set of RDOs, including holidays, or on a holiday not connected to their RDOs, that they  
11 are on standby. “Standby” shall mean the time from the quit time of the Employee’s shift to the start  
12 time of the Employee’s next scheduled shift, during which the Employee is required to be available  
13 for work.

14           **E.** A Facilities Maintenance Employee called in before their scheduled report time  
15 and in conjunction with their regular shift will not be sent home early to avoid overtime payment and  
16 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home  
17 early may request permission from their immediate supervisor.

18           **F.** Overtime on any shift shall be computed at the rate paid for the Employee’s  
19 regularly scheduled shift even if it occurs or extends into a different shift.

20           **G.** “Reimbursable overtime” shall be identified by METRO at the time of offering,  
21 and shall mean labor costs being recovered by Facilities from funding sources other than Facilities’  
22 annual budget, and will be paid as overtime rather than as AC time.

23           ***SECTION 11 – SHIFT DIFFERENTIAL***

24           Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for graveyard  
25 shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift.  
26 Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

27           ***SECTION 12 – SPECIAL BENEFITS***

28           **A.** A tool allowance shall be provided annually on Employees’ regular paychecks not

1 later than March of each year to Employees permanently assigned as of January 1st to the  
2 classifications of Building Operating Engineer, Carpenter, Maintenance Constructor, Millwright,  
3 Lead Transit Facilities Millwright, Transit Radio and Communication Systems Specialist, Transit  
4 Electronic Communications Technicians, Leads and to authorized Trainees/Apprentices in these  
5 classifications. Employees who are upgraded into positions that are eligible for a tool allowance shall  
6 not receive a tool allowance, unless their base classification is eligible for a tool allowance. The  
7 amounts shall be as follows:

Year	Allowance
2020	\$442
2021	\$442
2022	\$442

8  
9  
10  
11  
12  
13 METRO will provide those tools necessary to perform all assigned mechanical work to  
14 Facilities Maintenance Employees who are not provided the annual tool allowance.

15 **B.** METRO shall provide tool insurance to those Employees who receive an annual  
16 tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no  
17 claim shall be honored without evidence of forcible entry unless a police report has been filed.  
18 Payment is contingent upon the Employee having on file with their immediate supervisor an up-to-  
19 date inventory of tools designating the type, size and manufacturer. METRO shall have the right to  
20 inspect the inventory of tools; however, an Employee shall be allowed three days after the inspection  
21 to locate any tools which are missing.

22 **C.** Each Facilities Maintenance Employee shall receive eight uniforms.

23 **D.** Each Employee who is required to work in inclement weather or hazardous areas  
24 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
25 to Personal Protective Equipment (PPE), a rainset, hat and boots.

26 **E.** METRO shall provide and maintain necessary safety clothing, uniforms and  
27 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be  
28 entitled to a METRO voucher to be applied toward purchases of such footgear (one pair of boots,

1 socks, and cushioned inserts identified on the METRO voucher at the time of purchase). The  
2 maximum METRO contribution paid by such voucher shall be \$200 (plus sales tax) per Employee.  
3 Employees may use up to \$50.00 of the voucher to purchase work socks. A replacement item will be  
4 issued when the item is lost, stolen, damaged or worn out.

5 **F.** When an Employee works two or more hours of overtime in conjunction with their  
6 regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

7 **G.** METRO shall reimburse each Employee for the cost of any license(s) required in  
8 relation to their job classification or job duties, excluding the cost of the state-issued driver license.

9 **H.** For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees  
10 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair  
11 of prescription safety glasses.

12 ***SECTION 13 – ATTENDANCE***

13 **A.** The PARTIES recognize that Facilities Maintenance duties and functions are  
14 critical and that Employees have the responsibility and obligation to be at work on time each day.  
15 Facilities Maintenance Employees will be subject to the following terms, which supersede any  
16 conflicting provisions elsewhere in the AGREEMENT.

17 **B.** Facilities Maintenance will monitor and record attendance using the terms of late  
18 occurrence and unexcused absence.

19 **C.** A late occurrence:

20 **1.** of up to one hour shall be managed and recorded as follows:

- 21 **a.** An Employee may complete any time left on their shift.
- 22 **b.** An Employee may work a full eight or ten hours even though this  
23 work would continue into the next shift.
- 24 **c.** An Employee may not use AC time or vacation to make up lost  
25 time.
- 26 **d.** An Employee will be paid for actual hours worked at their  
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 their 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 their 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 their 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 their 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 as appropriate, to make up lost time.

10 G. The PARTIES agree to review this Section on an annual basis.

11 ***SECTION 14 – SPECIAL PROVISIONS CONCERNING MILLWRIGHTS***

12 1. METRO shall conduct a study to determine whether the full-time equivalent  
13 employees (“FTE”) count of Millwrights is sufficient and to determine if additional Millwright  
14 staffing is justified.

15 2. METRO will end the swing shift until it has staffed each transit Maintenance base  
16 with one Millwright in a picked Day Shift with SS RDO position and will report to work at that  
17 Transit Base. Once each transit Maintenance base is staffed with one Millwright in a picked Day  
18 Shift with SS RDO, METRO may create additional Millwrights positions that are picked as day,  
19 swing, or grave shift positions. These additional picked positions may either be at a particular base or  
20 may serve as “rovers” between bases.

21 3. If there is a need to call a Millwright back to their picked Base after their regular  
22 shift, and a Millwright Rover is not available, the Millwright at the base must be called before  
23 offering the call back work to other Millwrights by seniority.

24 4. Millwrights in the Millwright job classification on or before March 9, 2016, shall  
25 retain their “fallback” rights to their prior positions in Vehicle Maintenance.

26 ***SECTION 15 – FACILITIES TRAINING COMMITTEE***

27 A. The purposes of the Facilities Training Program are to maintain an on-the-job  
28 training program for Transit Employees leading to journey level status or promotional opportunities

1 in selected classifications within Facilities Maintenance Sections and to offer these Employees an  
2 opportunity to advance into skilled positions at a high level of proficiency.

3 **B.** The start date of an Employee’s Facilities Training Program/Apprenticeship will  
4 be their classification seniority date.

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

9 **D.** A trainee who is successful in the program will be retained in their original  
10 classification until an opening occurs in the journey level classification for which they trained. Such  
11 Employee will be used to back fill in the journey level classification by classification seniority.

12 **E.** A trainee who is not successful in the program will be retained on the payroll and  
13 returned to their former job classification with no loss of seniority, rights or benefits.

14 ***SECTION 16 – LABOR-MANAGEMENT RELATIONS COMMITTEE***

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

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

1 the implementation of said changes.

2 **SECTION 17 – BUILDING OPERATING ENGINEER APPRENTICE PROGRAM**

3 **1. Selection into the Apprentice Program:** Eligibility criteria for selection into the  
4 Apprentice Program shall be governed by Memorandum of Agreement 410U0419 for hiring of the  
5 first two Apprentices.

6 **2. Step Placement:** For internal hires, per Article 14.1.C of the CBA, step placement  
7 will be calculated when an Employee enters the Apprentice Program by using their “Current Pay”  
8 plus 2-1/2%. The term “Current Pay” is defined as the pay the apprentice received in the  
9 classification they held before becoming an apprentice. “Current Pay” will not include shift  
10 differential or upgrades into other classifications to calculate step placement.

11 **3. Wage Progression:** Following entrance into the program, an apprentice will have  
12 five wage increments, as outlined in the following table, which is based on the Building Operating  
13 Engineer classification. Wage progressions shall be granted by the Apprenticeship Committee based  
14 on the Committee’s determination that the Apprentice has satisfied competencies. The progression  
15 for the Building Operating Engineer – Apprentice shall be:

16

Step	Approximate Hour Range Or Competency Step	Percentage of Journey Level Wages
1	0000 – 2000 hours/0-12 months	70%
2	2001 – 4000 hours/12-24 months	80%
3	4001 – 6000 hours/24-36 months	90%
4	6001 – 8000 hours/36-48 months	95%
5	Graduation	100%

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21 **4. Probation:** The probationary period for a BOE apprentice is the first six months or  
22 1040 hours of time in the program, whichever comes first. During this probationary period, the  
23 apprentice is at-will and may be removed from the Apprentice Program at the sole discretion of  
24 METRO.

25 **5. Apprentice Progression:** The Apprentice will progress based on the requirements  
26 outlined in the BOE Apprenticeship Standards and the Program Manual.

27 **6. Graduation:** “Graduation” from the Apprentice Program shall mean completion of  
28 all Apprentice Program requirements, including completing assigned task hours, passing relevant

1 coursework, receiving satisfactory appraisals, and obtaining licenses required for the BOE  
2 classification as outlined in the BOE Apprenticeship Standards and the Program Manual.

3 **7. Placement following graduation:** An apprentice shall be placed in a BOE position  
4 upon graduation. The entry salary step shall be Step 5 of the BOE wage rate.

5 **8. Seniority:** Once a person is hired as a BOE apprentice, they will be placed on the  
6 BOE seniority list based on their starting date in the BOE Apprentice Program. The Union will  
7 determine seniority placement among the BOE apprentices.

8 **9. Shifts:** The apprentice position is a no-pick position. Apprentice assignments shall  
9 be determined by task hour needs and will take into account school schedules. Work assignments,  
10 shifts, and locations will be assigned by the apprentice's immediate supervisor during weekly check-  
11 ins. Apprentices will work five 8-hour shifts, or four 10-hour shifts (if approved by the supervisor).  
12 In order to accommodate school and work schedules, apprentices should arrange appropriate report  
13 times and departure times with their immediate supervisors.

14 **10. Vacation:** Apprentices should arrange vacations with the approval of their  
15 immediate supervisors in order to avoid conflicts with classes, testing, or Apprentice hours  
16 requirements.

17 **11. Performance:** The Metro Facilities Apprentice Committee will review  
18 performance appraisals completed by immediate supervisors of apprentices. The purpose of these  
19 reviews is to ensure that the apprentice is capable of performing adequately in the program and is on  
20 track to complete the requirements and timetables set forth in the BOE Apprenticeship Standards and  
21 Program Manual. An apprentice must comply with the policies and procedures outlined in the BOE  
22 Apprenticeship Standards and Program Manual. If it is determined by the Metro Facilities Apprentice  
23 Committee that an apprentice is not adequately performing their duties, or is not on track to complete  
24 the requirements or timetables as set forth in the Apprenticeship Standards, then the Apprentice  
25 Committee will decide the appropriate action. This could include, but is not limited to, an extension  
26 of the apprentice's probationary period or removal from the program. The Metro Facilities  
27 Apprentice Committee shall not have authority over matters concerning employee discipline.

28 **12. Removal from the Apprentice Program:** If an apprentice is removed from the

1 Apprentice Program by the Metro Facilities Apprentice Committee, they will return to the  
2 classification that they previously held, if any. However, an apprentice will not be returned to a prior  
3 position if they have been removed from the Apprentice Program due to misconduct as defined in the  
4 CBA.

5 **13. Initial tools:** Metro will provide apprentices with a list of required tools. An  
6 apprentice must provide their own tools within the first month of their start date. Apprentices may  
7 purchase the starter set of tools through a payroll deduction, per the procedures that are outlined in  
8 the program guidelines.

9 **14. Annual tool allowance:** Apprentices shall be provided with the tool allowance  
10 according to the schedule described in Article 18 of the CBA.

11 **15. Metro Facilities Maintenance Apprentice Committee:** Metro Facilities  
12 Maintenance and the Union shall form a committee to include the Facilities Union Executive Board  
13 Officer, with equal representation from management and labor, to address any issues concerning the  
14 BOE Apprentice Program, including any changes to the Apprentice Program curriculum. Among  
15 other things, this Committee shall be responsible for reviewing disagreements about whether an  
16 apprentice has successfully completed a task or educational requirement that is required for passage  
17 of the BOE Apprentice Program. The decisions of the Committee are not grievable; however, a  
18 decision may be appealed, for a recommendation only, to the Superintendent who supervises the  
19 BOEs and the Union's Second Vice President/Assistant Business Representative - Maintenance, or  
20 their designees. The final decision in the appeals process is vested solely in the Manager of the  
21 Transit Facilities Division or their designee. For any appeals specified in the Apprenticeship  
22 Standards or Program Manual, the Apprentice will follow the appeals procedures outlined in the  
23 Apprenticeship Standards or Program Manual.

24 **16.** This Agreement does not require Metro to hire Apprentices or continue the  
25 program.

26 **ARTICLE 19: REVENUE COORDINATORS**

27 ***SECTION 1 – DEFINITION OF EMPLOYEES***

28 **A.** "Revenue Coordinators" shall include all Employees in the classification of

1 Revenue Coordinator.

2           **B.** Work historically or traditionally performed by Revenue Coordinators will be  
3 performed by Employees assigned to that classification.

4           **SECTION 2 – WORK ASSIGNMENTS**

5           **A.** All shifts in the classification of Revenue Coordinator shall be completed within a  
6 continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half  
7 hour lunch break and two paid 15-minute rest breaks.

8           **B.** The workweek shall consist of five consecutive days with each workday  
9 guaranteed at eight hours. There shall be two consecutive RDOs.

10           **C.** Employees who pick a regular weekly schedule consisting of four 10-hour shifts  
11 will be governed by the provisions in Article 13.

12           **D.** All shifts in the Revenue Coordinator classification, once picked, will not be  
13 altered or changed during a shake-up without approval of the affected Employee and the UNION.

14           **E.** A Revenue Coordinator who is called back to work after their regular shift will be  
15 guaranteed at least three hours pay at the overtime rate.

16           **F.** On-call responsibility will be offered by seniority on a rotating basis among regular  
17 full-time RPC Employees only. Employees on on-call duty will receive one hour of overtime at time-  
18 and-a-half rate for each day of on-call duty. If the on-call Employee can respond to an RPC issue by  
19 phone from home, the Employee will be paid at time-and-a-half rate for the amount of time required  
20 to resolve the issue, or a minimum of 15 minutes, whichever is greater. If the on-call Employee is  
21 called to come in to the on-site location, the Employee will receive a minimum of three hours of  
22 overtime at time-and-a-half rate.

23           **SECTION 3 – PICKS**

24           **A.** Three times each year, at the request of the UNION, METRO shall post all shifts  
25 required for the classification of Revenue Coordinator. Each Employee shall be permitted to select  
26 their shifts and RDOs in accordance with individual classification seniority.

27           **B.** A UNION representative for Revenue Coordinators shall be present during pick.

28           **C.** A Revenue Coordinator, who is unable to attend pick, must leave their shift

1 preference with the UNION or a shift will be picked for them by the UNION. An Employee shall not  
2 be compensated for time spent in the pick unless it is during their regular work hours. An assignment  
3 selected via absentee pick shall not be subject to the grievance/arbitration procedure.

4 **SECTION 4 – VACATION SELECTION**

5 A Revenue Coordinator taking their vacation in two or more blocks may select the second  
6 block of their vacation after all Employees in their classification have made their first selection; their  
7 third selection after all Employees in their classification have made their second selection, etc., until  
8 all blocks of vacation have been selected.

9 **SECTION 5 – SPECIAL BENEFITS**

10 **A.** Each Revenue Coordinator will be provided clean coveralls daily.

11 **B.** Each Employee who is required to wear safety footwear shall be entitled to a  
12 METRO voucher to be applied toward purchases of footwear (one pair of boots, socks and cushioned  
13 inserts identified on the METRO voucher at time of purchase). The maximum METRO contribution  
14 paid by such voucher shall be \$200 (plus sales tax) per Employee per year. Replacement items shall  
15 be issued when the item is lost, stolen, damaged or worn out. Employees may use up to \$50.00 of the  
16 voucher amount to purchase work socks.

17 **SECTION 6 – APPOINTMENTS AND TRAINING**

18 **A.** When METRO requires additional Revenue Coordinators, candidates for these  
19 promotional opportunities shall be selected from Employees on the basis of ability, training,  
20 education, experience and job performance, as determined by appropriate testing procedures. Such  
21 vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Once selected,  
22 the candidates shall be placed on the Intermittent Revenue Coordinator (IRC) List in seniority order  
23 as determined by the UNION.

24 **B.** METRO, with input from the Revenue Coordinators, will establish and publish  
25 standards for qualification. METRO will determine in each case whether an Intermittent has  
26 successfully qualified. Failure to qualify as an IRC will result in removal from the IRC List and  
27 return to the Employee's previous job classification with no loss in seniority.

28 **C.** When a permanent vacancy occurs within the Revenue Coordinator classification,

1 the position will be filled by qualified IRCs from the IRC List, by seniority. IRCs who receive  
2 regular appointments as Revenue Coordinators shall be subject to a one-year probationary period.

3 **D.** When a vacancy occurs in the Revenue Coordinator classification between picks,  
4 Employees working in that classification will be allowed a move-up by seniority. The remaining  
5 vacancy will then be filled from the IRC List, by seniority, with first right of refusal.

6 **E.** Revenue Coordinators shall receive a straight-time premium for assignments  
7 instructing another Employee as follows:

8 **1.** One hour of pay at the Revenue Coordinator Employee's current rate for  
9 four hours or less of instruction in one day.

10 **2.** Two hours of pay at the Revenue Coordinator Employee's current rate for  
11 more than four hours of instruction in one day.

12 ***SECTION 7 – EFFICIENCY BONUS***

13 **A.** The PARTIES established an efficiency bonus system in 1992 to incentivize the  
14 Employees of the Revenue Processing Center to increase their efficiency, reduce overtime, and  
15 reduce the need for additional FTEs to be assigned to the task of processing paper currency from fare  
16 boxes. All efficiency bonuses are shared equally between METRO and the Employees. The  
17 Employee share of the efficiency bonus is earned as a workgroup and distributed quarterly to all  
18 Employees who process paper currency on a pro rata basis.

19 **B.** The efficiency bonus is calculated for each week of the quarter and can be a  
20 positive or negative number, the sum of which is the quarterly efficiency bonus. Each quarter is  
21 evaluated individually to determine if an efficiency bonus has been earned or not for that quarter.

22 **C.** The efficiency bonus is earned when the weekly Employee average for processing  
23 paper currency (individual bills, not denomination value of bills) exceeds 2400 bills per Employee  
24 per hour spent processing paper currency, as follows:

25  
26 
$$\frac{((\text{Actual bills counted}/2400) - \text{table time hours}) \times \text{fully loaded straight time hourly labor rate}}{2}$$

27 2

28 "Fully loaded straight time hourly labor rate" includes the Employee hourly rate plus PERS, FICA,

1 Worker's Comp and medical benefits (medical benefits shall be calculated by dividing the annual  
2 flex rate by 2080 hours).

3 **D.** In no event shall the cumulative annual (calendar year) efficiency bonus paid to  
4 Employees exceed \$50,000.00.

5 ***SECTION 8 - ATTENDANCE DEFINITIONS***

6 **A.** The following are attendance definitions of misses for all Revenue Coordinator  
7 Employees:

8 **1.** Late Report – Reporting to work late from two minutes up to one hour after  
9 designated report time.

10 **2.** Unexcused Absence – Failure to report for work within one hour of designated  
11 report time.

12 **3.** Absence – Any unexcused absence that has been changed to an absence by the  
13 immediate supervisor/designee.

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

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

18 ***SECTION 9 - ATTENDANCE***

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

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

23 **C.** An Employee requesting work on their RDO, who fails to report for work or who reports  
24 for work late, will be subject to the policies defined in this AGREEMENT.

25 **D.** Misses include late reports, unexcused absences and absences. All misses shall be  
26 recorded. Unexcused absences recorded in a four-month period shall be subject to the following controls:

- 27 • First – Informational Notice.
- 28 • Second – Oral Reminder.

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

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

9 • Fifth – Discharge, unless METRO determines that an additional suspension may be  
10 sufficient to correct the Employee’s attendance problem.

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 and Employee will be offered a program of assistance from  
14 both PARTIES in developing a plan to improve attendance. This program will include a referral to the  
15 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and UNION Officer/designee  
16 will meet with the Employee to write the details of the program, which will be specific to the Employee.

17 • Fifth – Written Reminder.  
18 • Sixth – Review of program of assistance; explanation of Attendance Probation.  
19 • Seventh – One-day suspension. Placement on Attendance Probation. This counts  
20 as FIRST probationary absence.

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

23 1. The attendance probation will begin on the calendar day following the Employee’s  
24 seventh miss.

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

- 1                           3. During the attendance probation, the language of Paragraph H will not apply.
- 2                           4. For each miss that occurs during the attendance probation, the Employee will be
- 3 informed in writing of their status.
- 4                           5. The Employee will be allowed no more than three misses in each of the two
- 5 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a seventh
- 6 miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two misses allowed
- 7 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016). An Employee who
- 8 successfully completes the two twelve-month periods will no longer be on attendance probation.
- 9                           6. An Employee who has a fourth miss during either twelve-month attendance
- 10 probation period will be subject to discharge.
- 11                           7. The attendance probation periods will be extended by any unpaid leave, industrial
- 12 injury, or other protected leave in excess of ten consecutive days.
- 13                           G. Four consecutive workdays of absence without leave may be considered a resignation or
- 14 grounds for termination, as appropriate, taking into consideration mitigating circumstances.
- 15                           H. A continuous record of 60 days without a miss will cancel the first late report or absence
- 16 that is less than twelve months old. Thereafter, each continuous 30 days without a miss will cancel the next
- 17 late report or absence on the Employee’s record, until all are cancelled. Should the Employee have a miss,
- 18 another 60-day period must be completed before more cancellations will be made. For the purpose of
- 19 administering this Paragraph, any time missed from work due to unpaid leaves of absence or suspension will
- 20 not be counted toward a continuous record of 60 and/or 30 days without a miss.

21 **ARTICLE 20: SPECIAL CLASSIFICATIONS**

22                           ***SECTION 1 – DEFINITION OF EMPLOYEES***

23 “Special Classification Employees” shall mean all Employees in the following classifications:

- 24                           • Accounting Technician I
- 25                           • Accounting Technician II
- 26                           • Information Distributor
- 27                           • Operations Security Liaison
- 28                           • Transfer Room/Warehouse Worker

1                   **SECTION 2 – WORK ASSIGNMENTS**

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 a  
5 continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and  
6 two paid 15-minute rest breaks.

7                   B. The graveyard shift shall be considered the first shift of the day; the day shift shall  
8 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting  
9 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from  
10 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

11                  C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight  
12 hours off between shifts and at least 60 hours off for RDOs.

13                   **SECTION 3 – PICKS**

14                  Employees within a classification which has any combination of day, swing and/or graveyard  
15 shifts shall be entitled to select their worksite and shift by seniority in conjunction with Transit  
16 Operator picks.

17                   **SECTION 4 – VACATION SELECTION**

18                  A. Vacations may be split into periods of one or more full weeks when this can be  
19 arranged at no additional cost to METRO. An Employee may take their vacation in one day or one-  
20 hour increments. Requests for use of such vacation must be approved, in advance, by their  
21 immediate supervisor.

22                  B. Vacations will be picked by seniority.

23                  C. An Employee, who takes their vacation in two or more periods shall select the  
24 second period of their vacation after all Employees in their classification have made their first  
25 selection; their third selection after all Employees in their classification have made their second  
26 selection; etc., until all periods of vacation have been selected.

27                  D. The vacation pick shall be completed by November 15th each year. The vacation  
28 calendar shall remain posted and shall be kept current.

1 E. Any picked vacation period not used will be offered to other Employees by  
2 seniority in the same classification if METRO determines business reasons permit.

3 **SECTION 5 – OVERTIME**

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

7 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift  
8 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift  
9 differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard  
10 shift differential.

11 **SECTION 6 – SPECIAL ALLOWANCES**

12 A. Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for  
13 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a  
14 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a  
15 graveyard shift.

16 B. An Employee who has gone home after their regular shift, and who is called back  
17 to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate. An  
18 Employee called in before their scheduled report time and in conjunction with their regular shift will  
19 be paid for actual hours worked.

20 C. Special Classifications Employees shall receive a straight-time premium for  
21 instructing individuals as follows:

22 1. One hour of pay at the Employee’s current rate for four hours or less of  
23 instruction in one day.

24 2. Two hours of pay at the Employee’s current rate for more than four hours of  
25 instruction in one day.

26 **SECTION 7 – SPECIAL BENEFITS**

27 A. Each Employee who is required to work in inclement weather will be provided the  
28 necessary foul weather gear which includes, but is not limited to, a rainset, hat and boots.

1           **B.** When an Employee is informed during their regular shift that overtime in excess of  
2 two hours beyond the end of their regular shift will be required, METRO will provide a 30 minute  
3 unpaid meal period or a 15-minute paid break, upon request.

4           **C.** When an Employee is called in for emergency work two or more hours prior to the  
5 start of their regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute paid  
6 break, upon request.

7           ***SECTION 8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE***  
8 ***WORKER AND SUPPLY DISTRIBUTORS***

9           **A.** Two smocks or two coveralls will be made available to Information Distributors,  
10 Transfer Room/Warehouse Workers and Supply Distributors.

11           **B.** METRO shall provide each Information Distributor, Transfer Room/Warehouse  
12 Worker and Supply Distributor with the necessary safety equipment, including but not limited to, an  
13 abdominal belt, gloves and/or dust masks.

14           **C.** “Information Distributors” shall mean all Special Classifications Employees in the  
15 classification of Information Distributor, whose historical and traditional work is the receipt,  
16 warehousing, record keeping and distribution throughout the METRO service area of transit-related  
17 items, principally informational or promotional materials and timetables. However, from time to  
18 time individuals other than Information Distributors may need to pick up or drop off informational or  
19 promotional materials and time-tables in small quantities.

20           **D.** Information Distributors’ overtime shall be offered by seniority, on a rotating  
21 basis, for extra work not assigned to an Employee.

22           **E.** METRO will reimburse each Information Distributor for telephone expenses  
23 incurred as part of their duties.

24           ***SECTION 9 – OPERATIONS SECURITY LIAISON***

25           **A.** Employees in this job classification will work 40 hours per week on a flexible  
26 work schedule approved by their immediate supervisor.

27           **B.** Overtime at the rate of time and one-half will be paid for all hours worked in  
28 excess of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at

1 midnight.

2 C. Future positions and vacancies in the Operations Security Liaison classification  
3 will be offered to qualified Employees represented by the UNION who have been an FTO for a  
4 minimum of three years.

5 D. If work is performed on a holiday, the Employee will not receive additional pay  
6 for such work beyond the Employee's regular weekly salary.

7 E. Sections 2 through 8 do not apply to the classification of Operations Security  
8 Liaison.

9 **SECTION 10 – ATTENDANCE DEFINITIONS**

10 A. The following are attendance definitions of misses for all Special Classification  
11 Employees:

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

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

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

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

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

22 **SECTION 11 - ATTENDANCE**

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

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

27 C. An Employee requesting work on their RDO, who fails to report for work or who reports  
28 for work late, will be subject to the policies defined in this AGREEMENT.

1                   **D.** Misses include late reports, unexcused absences and absences. All misses shall be  
2 recorded. Unexcused absences recorded in a four-month period shall be subject to the following controls:

3                   • First – Informational Notice.  
4                   • Second – Oral Reminder.  
5                   • Third – Written Reminder and the Employee will be offered a program of assistance  
6 from both PARTIES in developing a plan to improve attendance. This program will include referral to the  
7 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and the UNION  
8 Officer/designee will meet with the Employee to write the details of the program, which will be specific to the  
9 Employee.

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

13                  • Fifth – Discharge, unless METRO determines that an additional suspension may be  
14 sufficient to correct the Employee’s attendance problem.

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

16                  • First through third – Informational Notice.  
17                  • Fourth – Oral Reminder and Employee will be offered a program of assistance from  
18 both PARTIES in developing a plan to improve attendance. This program will include a referral to the  
19 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and UNION Officer/designee  
20 will meet with the Employee to write the details of the program, which will be specific to the Employee.

21                  • Fifth – Written Reminder.  
22                  • Sixth – Review of program of assistance; explanation of Attendance Probation,  
23                  • Seventh – One -day suspension Placement on Attendance Probation. This counts as  
24 FIRST probationary absence.

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

27                   **1.** The attendance probation will begin on the calendar day following the Employee’s  
28 seventh miss.

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

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

6                               4. For each miss that occurs during the attendance probation, the Employee will be  
7 informed in writing of their status.

8                               5. The Employee will be allowed no more than three misses in each of the two  
9 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a seventh  
10 miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two misses allowed  
11 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016). An Employee who  
12 successfully completes the two twelve-month periods will no longer be on attendance 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, industrial  
16 injury, or other protected leave in excess of ten consecutive days.

17                              G. Four consecutive workdays of absence without leave may be considered a resignation or  
18 grounds for termination, as appropriate, taking into consideration mitigating circumstances.

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

25 **ARTICLE 21: CUSTOMER INFORMATION OFFICE EMPLOYEES**

26                              ***SECTION 1 – DEFINITION OF EMPLOYEES***

27                              “Customer Information Office Employees (CIO Employees)” shall mean all Employees in the  
28 following classifications:

- 1 • Assigned Customer Information Specialist (Assigned CIS)
- 2 • Customer Information Specialist (CIS)
- 3 • Senior Customer Information Specialist (including a.m. Senior, Weekend Senior
- 4 and p.m. Senior) (Senior CIS)

5 **SECTION 2 – GENERAL CONDITIONS**

6 A. All routine update work dealing with information provided exclusively for, or  
7 historically in, the CIO shall be performed by CIO Employees as long as the information continues to  
8 be provided in the same manner.

9 B. Senior CIS, CIS and Assigned CIS shall be considered as one classification for the  
10 purposes of layoff.

11 C. The PARTIES agree to establish a joint Working Conditions Committee  
12 comprised of equal number of METRO-appointed and UNION-appointed Customer Communications  
13 and Services Office representatives. The purpose of this committee will be to improve working  
14 conditions and work processes in Customer Communications and Services. The committee will meet  
15 regularly and during the planning phase of any project that will impact working conditions. The  
16 UNION-appointed representatives on the committee shall be paid by METRO at the appropriate rate.

17 **SECTION 3 – WORK ASSIGNMENTS**

18 A. The day shift shall be considered the first shift of the day; the swing shift will be  
19 considered the second; and the graveyard shift will be considered the third. Any shift with a quitting  
20 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from  
21 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

22 B. The workweek shall consist of five consecutive days, except when a CIO  
23 Employee's pick makes this impossible. Each CIO Employee will be guaranteed eight hours pay for  
24 each regular workday. Each shift will be completed within either a continuous nine-hour period that  
25 will include an unpaid hour lunch and two paid fifteen minute breaks, a continuous eight and one-half  
26 hour period that will include an unpaid one-half hour lunch and two paid 15-minute breaks.

27 Exceptions to this rule are:

- 28 • Graveyard shift, which shall be completed within a continuous eight-hour

1 period, so long as it is staffed by only one CIO Employee.

2                   • Assigned Weekend shifts on Saturday or Sunday shall be completed within  
3 either a continuous eleven-hour period that will include an unpaid hour lunch and two paid fifteen  
4 minute breaks, or a continuous 10-1/2 hour period that will include an unpaid one half-hour lunch  
5 break and two paid 15-minute rest breaks.

6                   • A CIO Employee who picks a regular weekly schedule consisting of four  
7 ten-hour shifts will be governed by the provisions in Article 13.

8                   C. Shifts and RDOs shall be arranged so that each CIO Employee shall have at least  
9 eight hours off between shifts and at least 60 hours off for RDOs; except that CISs, who select extra  
10 positions, and Assigned CISs shall have at least 54 hours off for RDOs.

11                   D. No more than 20% of all full-time CIS assignments shall be extra positions. A  
12 CIS who selects an extra position shall be guaranteed eight hours pay each day.

13                   E. Work schedules for extra person and Assigned CIS positions shall be posted on  
14 Tuesday of the week prior to the effective date of the assignment.

15                   F. No regular, full-time continuous shift in the CIO shall be split during the life of this  
16 AGREEMENT. No full-time CIS will be required to accept assigned status. No Assigned CIS will  
17 be required to accept a split shift without mutual agreement between the PARTIES.

18                   METRO may create telecommuting shifts, which will be assigned and administered according  
19 to the guidelines below, which have been mutually agreed by the PARTIES:

20                   • Telecommuting shall be offered by mutual agreement between METRO and an  
21 Employee.

22                   • So long as there is mutual agreement between METRO and the Employee to  
23 telecommute, there shall be no limit on the number of telecommuting shifts that may be offered.

24                   • Employees who select telecommuting shifts will be subject to current King  
25 County's Telecommuting Policy, # PER 18-4 (AEP) – Effective October 15, 2001, unless specifically  
26 modified by this agreement.

27                   • Employees picking telecommuting shifts will be entitled to a minimum of one-hour  
28 of call back pay.

1           • In the event an Employee is denied or removed from telecommuting, the UNION  
2 will be notified and informed of the reason(s).

3           **SECTION 4 – PICKS**

4           **A.** Each CIS and Assigned CIS shall select, by seniority, a shift, assigned position or  
5 an extra position at each pick. Each CIS and Assigned CIS, who selects a shift, also will be entitled  
6 to select, by seniority, their two consecutive RDOs, breaks and lunch hours by seniority at the pick.  
7 Each CIS and Assigned CIS, who picks an extra position, will be assigned their two consecutive  
8 RDOs, breaks, and lunch hour.

9           **B.** Senior CISs in positions that have been designated by METRO as permanent  
10 assignments, shall not be subject to the pick.

11           **C.** Selection of shift and vacation for CISs and Senior CISs will be determined by  
12 seniority earned within the specific classification.

13           **D.** CIS picks will be scheduled in conjunction with Transit Operator picks. Copies of  
14 the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted and  
15 sent to the UNION at least two weeks prior to the date of the pick.

16           **E.** A UNION representative shall be present during pick.

17           **F.** No change or alteration to any shift which was picked shall be made during a  
18 shake-up without consent from the affected CIO Employee and the UNION.

19           **G.** Vacancies in the position of Senior CIS will be filled by a CIO Employee with at  
20 least two years of experience as a CIO Employee. When qualifications and experience are equal,  
21 current continuous service as a CIS will be the determining factor.

22           **H.** All available acting weekend Senior CIS positions will be posted at the pick. Two  
23 years experience as a CIO Employee is preferred. The acting weekend Senior CISs will be selected  
24 by seniority on a rotating basis. Such acting assignments will last one shake-up.

25           **I.** A CIO Employee who is unable to attend the pick may leave, with the UNION, an  
26 absentee pick form indicating their work preferences. Failure to do so will result in the UNION  
27 representative picking an assignment for the CIO Employee. The UNION representative shall make  
28 an effort to select an assignment comparable to the assignment last selected at a pick. Selections

1 made by the UNION will not be subject to the grievance/arbitration procedure.

2           **J.** No CIO Employee shall be compensated for time spent in the pick unless it is  
3 during their regular work hours.

4           **K.** When a permanent vacancy occurs, CIO Employees working in such classification  
5 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next  
6 shake-up.

7           **L.** When METRO determines that a CIO Employee will be unavailable for work for  
8 an entire shake-up, for any reason, such CIO Employee shall not pick a shift. This provision shall  
9 include any CIO Employee who is detailed or upgraded into job classifications other than their own.

10           **M.** Once per year, there will be a move option, in seniority order, to vacant work  
11 stations.

12           ***SECTION 5 – VACATION SELECTION***

13           **A.** Vacations will be picked by seniority as outlined in this Section. Senior CISs will  
14 pick from a separate vacation list.

15           **B.** The vacation pick shall be completed by November 15th each year. The vacation  
16 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation  
17 they are projected to have in their accrual bank at the beginning of the payroll year.

18           **C.** Vacations may be split into periods of one or more full weeks when this can be  
19 arranged at no additional cost to METRO. A CIO Employee may elect to take 50% of their vacation  
20 in one-day or one-hour increments. Requests for use of such vacation must be approved in advance  
21 by the immediate supervisor.

22           **D.** A CIO Employee who takes their vacation in two or more periods shall select the  
23 second period of their vacation after all CIO Employees in their classification have made their first  
24 selection; their third selection after all CIO Employees in their classification have made their second  
25 selection; etc., until all periods of vacation have been selected.

26           **E.** At the vacation pick, a CIO Employee may select vacation combined with AC in  
27 consecutive blocks. A CIO Employee may not pick AC unless it is accrued at the time of the  
28 vacation pick.

1 F. Any picked vacation periods not used will be offered to other CIO Employees by  
2 seniority in the same classification if METRO determines business reasons permit.

3 G. The Customer Information Office will maintain separate vacation lists for CISs  
4 and Senior CISs. The vacation pick shall be completed by November 15th each year. At least two  
5 weeks prior to each vacation pick, METRO will indicate the number of CISs and Senior CISs that  
6 may be off from work on particular days. METRO and the UNION agree that both the CIS vacation  
7 list and Senior CIS vacation list will each permit a minimum of one slot for each calendar day. The  
8 number of Employees otherwise permitted to be on vacation at one time shall be regulated by  
9 METRO.

10 **SECTION 6 – OVERTIME**

11 A. All hours worked in excess of eight hours in the scheduled workday or on a CIO  
12 Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-  
13 time rate of pay for actual overtime hours worked.

14 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift  
15 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift  
16 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift  
17 differential.

18 C. Overtime will be offered on a rotating basis from a CIO Employee overtime list. If  
19 the list is exhausted or if no CIO Employee on the list is reasonably available, overtime will be  
20 offered to eligible Pass Sales Office (“PSO”) Employees by seniority on a rotating basis. If no PSO  
21 Employee is reasonably available, METRO may assign overtime to CIO Employees by inverse  
22 seniority.

23 **SECTION 7 – SPECIAL ALLOWANCES**

24 A. Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for  
25 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a  
26 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a  
27 graveyard shift.

28 B. A CIO Employee, who has gone home after their regular shift, and who is called

1 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.  
2 A CIO Employee called in before their scheduled report time and in conjunction with their regular  
3 shift will be paid for actual hours worked. An exception shall be telecommuters, who will be  
4 guaranteed one hour of pay at the overtime rate.

5 C. CISs and Assigned CISs shall receive a straight-time premium for assignments  
6 instructing another Employee as follows:

7 1. One hour of pay at the CIO Employee's current rate for four hours or less of  
8 instruction in one day.

9 2. Two hours of pay at the CIO Employee's current rate for more than four  
10 hours of instruction in one day.

11 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time  
12 out of classification work in the PSO.

13 E. CIS trainees will receive at least 50% of the current top step hourly wage for CISs  
14 for actual hours worked until successfully completing training.

15 **SECTION 8 – SPECIAL BENEFITS**

16 A. When a CIO Employee is informed during their regular shifts that overtime in  
17 excess of two hours beyond the end of their regular shift will be required, METRO will provide a 30-  
18 minute unpaid meal period or a 15-minute paid break, upon request.

19 B. When a CIO Employee is called in for emergency work two or more hours prior to  
20 the start of their regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute  
21 paid break, upon request.

22 **SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS**

23 A. Each Assigned CIS shall receive their work assignments from METRO and may  
24 work less than an eight hour day and/or 40-hour workweek.

25 B. If the PARTIES agree to split shifts, up to one-third of Assigned CIS shifts may be  
26 split, with a maximum spread of 12-1/2 hours. The Assigned CIS will be paid at a rate equivalent to  
27 time and one-half for spread time in excess of 10-1/2 hours.

28 C. An Assigned CIS who is on active pay status at least 80 hours in one calendar

1 month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are  
2 observed in the succeeding month. In addition, an Assigned CIS may be eligible for a personal  
3 holiday, as provided in Article 8, Section 5. An Assigned CIS who works less than 80 hours in one  
4 calendar month will not be eligible for holiday pay in the succeeding month. However, such  
5 Employee, who works on the day of observance of any of the holidays listed in Article 8, Section 4,  
6 will be paid at the overtime rate.

7           D. An Assigned CIS will accrue sick leave per Article 11.1.

8           E. Not more than 40% of all CIS positions shall be Assigned CISs.

9           F. METRO shall offer all new or vacant full-time CIS positions to qualified Assigned  
10 CISs. If no qualified Assigned CIS is available, METRO then shall offer the new or vacant CIS  
11 positions to qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned  
12 CIS positions to qualified PSO Employees. If there are no qualified PSO applicants, METRO may  
13 conduct an open and competitive recruitment to fill the vacancy. Seniority shall determine the order  
14 of selection after qualifications have been determined through appropriate criteria and testing  
15 methods as determined by METRO. METRO shall determine qualification criteria.

16           G. A Senior CIS shall notify CISs of infractions but will not issue discipline or  
17 perform formal performance evaluations of Employees.

18           H. Senior CISs may monitor CISs on an ongoing/rotating basis. An observation  
19 report will be placed in the CIO Employee's file only upon request of the Employee.

20           I. Vacancies in Senior CIS positions will be filled from qualified CIS applicants.

21           ***SECTION 10 - ATTENDANCE DEFINITIONS***

22           A. The following are attendance definitions of misses for all Customer Information Office  
23 Employees:

24                   1. Late Report – Reporting to work late from two minutes up to one hour after  
25 designated report time.

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

28                   3. Absence – Any unexcused absence that has been changed to an absence by the

1 immediate supervisor/designee.

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

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

6           ***SECTION 11 - ATTENDANCE***

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

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

11           **C.** An Employee requesting work on their RDO, who fails to report for work or who reports  
12 for work late, will be subject to the policies defined in this AGREEMENT.

13           **D.** Misses include late reports, unexcused absences and absences. All misses shall be  
14 recorded. Unexcused absences recorded in a four-month period shall be subject to the following controls:

15                           • First – Informational Notice.  
16                           • Second – Oral Reminder.  
17                           • Third – Written Reminder and the Employee will be offered a program of assistance  
18 from both PARTIES in developing a plan to improve attendance. This program will include referral to the  
19 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and the UNION  
20 Officer/designee will meet with the Employee to write the details of the program, which will be specific to the  
21 Employee.

22                           • Fourth – One-day suspension, unless the Employee has a five-year record of less  
23 than three misses per year, in which case another Written Reminder shall be issued. Whether suspended or  
24 not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

25                           • Fifth – Discharge, unless METRO determines that an additional suspension may be  
26 sufficient to correct the Employee’s attendance problem.

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

28                           • First through third – Informational Notice.

1 • Fourth – Oral Reminder and Employee will be offered a program of assistance from  
2 both PARTIES in developing a plan to improve attendance. This program will include a referral to the  
3 Employee Assistance Program (EAP). The METRO unit Superintendent/Chief and UNION Officer/designee  
4 will meet with the Employee to write the details of the program, which will be specific to the Employee.

5 • Fifth – Written Reminder.

6 • Sixth – Review of program of assistance; explanation of Attendance Probation.

7 • Seventh – One-day suspension Placement on Attendance Probation. This counts as  
8 FIRST probationary absence.

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

11 1. The attendance probation will begin on the calendar day following the Employee's  
12 seventh miss.

13 2. The Employee will be offered a program of assistance from both the PARTIES in  
14 developing a plan to improve attendance. This program will include a referral to the Employee Assistance  
15 Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee will meet with the  
16 Employee to write the details of the program, which will be specific to the Employee.

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

18 4. For each miss that occurs during the attendance probation, the Employee will be  
19 informed in writing of their status.

20 5. The Employee will be allowed no more than three misses in each of the two  
21 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a seventh  
22 miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two misses allowed  
23 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016). An Employee who  
24 successfully completes the two twelve-month periods will no longer be on attendance probation.

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

27 7. The attendance probation periods will be extended by any unpaid leave, industrial  
28 injury, or other protected leave in excess of ten consecutive days.

1 G. Four consecutive workdays of absence without leave may be considered a resignation or  
2 termination, as appropriate, taking into consideration mitigating circumstances.

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

9 **ARTICLE 22: SUPERVISORS**

10 ***SECTION 1 – DEFINITION OF EMPLOYEES***

11 A. A “First-Line Supervisor (Supervisor)” shall mean a person employed by METRO  
12 on a regular full-time continuing basis in any one of the following classifications:

- 13 • Base Dispatcher/Planner
- 14 • Communications Coordinator
- 15 • Schedule Maker
- 16 • Service Supervisor
- 17 • Transit Instructor

18 B. A “Supervisor-in-Training (SIT)” shall mean an Employee who is training to  
19 become a Supervisor.

20 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

21 The management and direction of the work force, which includes, but is not limited to,  
22 assigning work, clarifying all job specifications with regard to duties and setting performance  
23 standards with input from Supervisors, is vested exclusively in METRO. This is limited only by the  
24 stated conditions in this Article. No changes in existing rights or related conditions shall be made  
25 without first negotiating with the UNION.

26 ***SECTION 3 – SUPERVISOR-IN-TRAINING***

27 A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at  
28 least two calendar weeks. Candidates for these positions shall be selected from:

1                   **1.** METRO FTOs, Rail Operators, Streetcar Operators, O & M Supervisors,  
2 and Rail Supervisors who were not previously Bus Supervisors and have at least two and one-half  
3 years of full-time service as an FTO in the five years preceding the closing date for applications.

4                   **2.** METRO PTOs with five years of service as a PTO in the five years  
5 preceding the closing date for applications.

6           Interested Employees must formally apply through METRO's Transit Human Resources  
7 Office within the specific time frame listed. Selection of SIT candidates shall be the sole  
8 responsibility of METRO. Candidates shall be selected in accordance with METRO's Merit System  
9 on the basis of ability, training, education, experience and job performance, as determined by  
10 appropriate testing procedures and evaluations. A Supervisor-In-Training Advisory Committee  
11 (SITAC) consisting of two First Line Supervisors, one UNION Executive Board Member, and at  
12 least three METRO representatives (i.e. Transit HR, Supervisor Training Chief, and the Training  
13 Superintendent) will provide advice to training staff regarding the SIT program's training, testing,  
14 and evaluation process.

15                   **B.** Successful candidates will be placed on a list by seniority. The SIT candidate list  
16 will remain in effect until exhausted. Candidates must meet eligibility criteria used for the  
17 recruitment process at the time of appointment or they will be removed from the list. Once removed  
18 from the list, an Operator must wait until the next recruitment and reapply. In the case when more  
19 than one SIT is hired at the same time, SITs will be placed on the training seniority list in order of  
20 their classification seniority. The UNION will certify the seniority order of the candidates.

21                   **1.** There will be four classifications of SIT First Line Supervisor: Service  
22 Supervisor, Base Dispatcher/Planner, Communications Coordinator, and Transit Instructor. As  
23 openings arise, SITs will be selected in seniority order. Each SIT must accept an initial appointment  
24 from among the classification(s) then available or they will be removed from the SIT list. The  
25 UNION will certify the seniority order of the candidates.

26                   **2.** SIT candidates will participate in an orientation program designed to give  
27 candidates an understanding of the skills that will be required to be successful in each classification.

28                   **3.** If any SITs remain on a SIT list when a new SIT list is created, they shall be

1 placed above all new SIT candidates.

2                   4. The PARTIES agree to regularly discuss the progress of the SIT program  
3 during First Line Supervisor LMRC meetings.

4                   C. Unless otherwise stated in the job posting, SITs will be placed in the training  
5 program for a minimum of twelve months. Upon appointment, an SIT shall be subject to a twelve  
6 month probationary period.

7                   1. During the training program, each SIT will be required to qualify in at least  
8 two of the four following classifications (as stated in the job announcement): Base  
9 Dispatcher/Planner, Service Supervisor, Communications Coordinator, and/or Transit Instructor.  
10 Upon completion of training in any classification, the SIT or First Line Supervisor will receive a  
11 performance evaluation. Upon completion of the 12 month SIT probation period and qualification in  
12 the classifications stated on the job announcement, the SIT will receive a formal review with  
13 METRO.

14                   2. If an SIT fails to qualify in any classification stated in the job  
15 announcement, they will be removed from the SIT program. An SIT who is removed or withdraws  
16 from any of the required classifications during training will be returned to their prior classification  
17 with no loss of seniority.

18                   3 At the end of the SIT's training program, an evaluation of the SIT's  
19 performance will be conducted. If the SIT successfully completes the training program, they become  
20 a Supervisor. If the SIT does not successfully complete the training program, they may appeal their  
21 case to the Supervisor-In-Training Advisory Committee (SITAC). The SITAC will provide training  
22 staff with its opinion as to whether or not an additional training period of up to 60 days will likely  
23 result in the SIT's successful completion of the training program. The ultimate decision to end or  
24 extend an SIT's training program rests solely with METRO. In the case when the training period is  
25 extended, the probationary period shall be extended for an equal duration. An SIT removed from the  
26 program for failure to meet qualification standards will receive a probation termination review with  
27 the Section Manager and/or their designee within 15 business days.

28                   4. Upon qualification and successful completion of the SIT probation period,

1 the SIT will become a First Line Supervisor, be placed on the First Line Supervisor seniority list, and  
2 be eligible to pick at the next scheduled pick. In the case that more than one Supervisor is added to  
3 the First Line Supervisor seniority list at the same time, the Supervisor will be placed in order of their  
4 SIT Training seniority.

5 **D.** METRO will consider input from instructing Supervisors and the SITAC to  
6 establish and publish standards for qualification. METRO will also consider input from the  
7 instructing Supervisors to determine in each case whether the SIT has successfully qualified in any  
8 classification.

9 **E.** SIT candidates may be trained before an appointment is available. If such training  
10 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT  
11 probation requirement and will be credited day for day for purposes of leave accruals, salary step  
12 placement and future salary step increases.

13 **F.** An SIT shall not formally train another SIT at any time.

14 **G.** 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 **H.** An SIT may be assigned to work as Service Supervisor, Base Dispatcher/Planner,  
19 Communications Coordinator, or Transit Instructor shifts under direct supervision of a Supervisor.

20 **I.** Upon successful completion of training in a classification, the SIT may  
21 independently work shifts in any qualified classification as assigned by METRO.

22 **J.** Upon qualification in a classification other than the Training classification, the SIT  
23 shall be placed at the bottom of the relief list in that classification, in seniority order, for the  
24 remainder of the time they are assigned to that classification. When assigned to a relief list, the  
25 SIT's assignments will be governed by the provisions of Section 6, Paragraphs E, F and G. Upon  
26 qualification in the Training classification, the SIT will pick a set of RDOs and a work location for  
27 each biweekly in seniority order for the remainder of time they are assigned to training. The SIT's  
28 assignments will then be governed by the provisions of Section 6, paragraphs B and H.

1                   K. Upon qualification in a classification, and by mutual agreement between the  
2 PARTIES, an SIT may be eligible to fill a vacant Supervisor position by seniority.

3                   L. Upon qualification in a classification, an SIT will be eligible to bid on overtime in  
4 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

5                   M. Requests for vacation or other paid time off will be granted, as staffing levels  
6 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training  
7 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the  
8 classification in which the SIT is being trained at the time of vacation.

9                   N. The following provisions of this Article shall also apply to SITs: Section 6,  
10 Paragraphs I and N; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

11                   **SECTION 4 – PICKS**

12                   A. In the spring and fall of each year, when a facility opens or closes, or when  
13 mutually agreed by the PARTIES, all shifts or positions required in the job classifications of  
14 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker (when  
15 a Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph C), and Transit  
16 Instructor, will be posted for a general pick. The two general picks will be held unless a special pick  
17 has occurred or is scheduled to occur within 45 days of the general pick. Copies of schedules and  
18 assignments to be picked will be posted at all work sites 14 days prior to the pick. METRO also will  
19 issue each Supervisor, and the UNION, a copy of this information. After the posting, there will be a  
20 review period in which changes may be made by METRO. No changes will be made five days prior  
21 to the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will  
22 occur between April 1 and April 15 and implementation of the fall pick will occur between October 1  
23 and October 15.

24                   B. Shifts will be classified as regular and relief. Supervisors will be permitted to  
25 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be  
26 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the  
27 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 their  
4 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 their 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 will be limited to two in each classification. However, the unit Superintendent and/or designee may  
20 exceed this number at their discretion. For picks due to the opening or closing of a facility, or  
21 changes in facility hours, nonqualified Supervisors will not be allowed to pick into the Transit  
22 Instructor, Schedule Maker or Communications Coordinator classifications without prior approval of  
23 the unit Superintendent and/or designee.

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  
26 required, in inverse order of seniority, to pick shifts in that classification. When a Supervisor is  
27 forced into a classification because of the language in this Paragraph, there will be a re-pick for all  
28 Supervisors with less seniority than the Supervisor who is being forced, only after the two lowest in

1 seniority, non-qualified Supervisors have been forced in inverse order of seniority into that  
2 classification. These non-qualified Supervisors shall be considered in the total count of nonqualified  
3 Supervisors in Section 4.I above.

4           **K.** If a nonqualified Supervisor picks a classification and fails to qualify, a move-up  
5 will be conducted, starting with the most senior qualified Supervisor who was not able to pick into  
6 that classification. If a Supervisor picks and/or is forced in inverse seniority into that classification,  
7 they will be inserted into that classification in seniority order and a classification re-pick of  
8 assignments will be conducted, starting with the inserted Supervisor. If the Supervisor who fails to  
9 qualify in their picked assignment has more seniority than the Supervisor who picked and/or was  
10 forced in inverse seniority into the classification of the failed classification, they will be inserted into  
11 the vacating Supervisor's classification if they are qualified. If the Supervisor who failed to qualify  
12 in their picked assignment is not qualified in the remaining vacancy, there will be a move up from  
13 that vacancy until a vacancy becomes available for which they are qualified. They will be inserted  
14 into that classification in seniority order and a classification re-pick of assignments will be conducted,  
15 starting with the inserted Supervisor. If the Supervisor who fails to qualify in their picked assignment  
16 has less seniority than the Supervisor who picked and/or was forced in inverse seniority into the  
17 classification of the failed classification, there will be a move-up between the vacating Supervisor's  
18 work down to the Supervisor who failed to qualify. The Supervisor who failed to qualify will be  
19 inserted into the remaining vacancy. If the Supervisor who failed to qualify is not qualified in a  
20 vacant position which occurs as a result of the move-up, the move-up will continue past the  
21 Supervisor who failed to qualify until a classification they are qualified in becomes available. If there  
22 are no vacancies in a classification in which the Supervisor who failed to qualify is qualified, at  
23 METRO's discretion, after consultation with the UNION, they will be placed at the bottom of the  
24 relief list in a classification in which they are qualified or in a class for qualification in one of the  
25 remaining classifications for which the Supervisor has not qualified. Failure to qualify will not be  
26 subject to the review process.

27           **L.** To be considered qualified in a classification, a Supervisor must successfully  
28 complete a qualification process consisting of a training period and a minimum of two weeks of

1 independent performance of the duties of the position. METRO will determine qualification based on  
2 job performance. Supervisors who fail to qualify in this classification will not participate in the  
3 qualification process for a period of two years without permission of the unit Superintendent and/or  
4 designee.

5 **M.** In order for a Supervisor to pick the Service Quality or Training Classifications or  
6 to be on an overtime list in either classification, the Supervisor must have a valid CDL with required  
7 endorsement, medical certification or waiver of certification at the time of the pick. Licenses,  
8 waivers and endorsements will be checked at the pick.

9 **N.** A Supervisor picking the Transit Instructor classification will pick their work  
10 location by seniority.

11 **O.** All block assignments shall have ten hours off between consecutive day's  
12 assignments except that in one instance per week per blocked assignment, there may be a minimum  
13 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three  
14 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize  
15 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block  
16 assignments shall select one set of the same posted assignment for two consecutive days, a different  
17 set of the same posted assignment for another two consecutive days, and a third posted assignment  
18 for a single day. Supervisors' selection of blocks may require inclusion of a one-day floating  
19 assignment. Should either PARTY be adversely affected by this Paragraph, the PARTIES agree to  
20 meet and negotiate necessary changes.

21 **P.** Pick will be governed by the provisions of this Section and by guidelines mutually  
22 developed and agreed by the PARTIES.

### 23 ***SECTION 5 – MOVE-UPS***

24 **A.** When a permanent vacancy occurs during a shake-up in any Supervisor  
25 classification, a system-wide seniority move-up will be held by the UNION as soon as possible. A  
26 vacant assignment may only be picked by a Supervisor qualified in that classification. Remaining  
27 vacant assignments may be offered in seniority order to SITs who have completed their qualifications  
28 outlined in their recruitment and qualified in the open area. If there is a remaining vacancy not filled

1 by a move-up, METRO may fill the vacancy with the lowest seniority Supervisor who is qualified in  
2 the classification and who is not already assigned to that classification. Once a Supervisor is forced  
3 into the classification because of the language of this Paragraph, shifts will be picked by seniority  
4 starting with the forced Supervisor.

5 **B.** Move-ups may not be requested during the last eight weeks of the current shake-  
6 up.

7 **C.** A Supervisor qualifying in a classification may participate in move-ups; but they  
8 will not move into the new assignment until their training requirements have been completed.

9 **D.** A Supervisor forced into a classification as a result of a move-up will have their  
10 picked vacation carried over to that classification.

11 ***SECTION 6 – WORK ASSIGNMENTS***

12 **A.** All job classifications except for Transit Instructor, SIT and Schedule Maker shall  
13 have regular shifts and relief shifts. All shifts will be available for pick according to the pick  
14 guidelines.

15 **B.** All assignments in the classification of Schedule Maker and Transit Instructor shall  
16 be completed within a continuous eight hour period, unless the assignment is designated for an  
17 unpaid 30-minute lunch break.

18 **C.** All Base Dispatcher/Planner shifts shall be straight through, unless mutually  
19 agreed by the PARTIES. Communications Coordinator assignments shall have no more than one  
20 split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service  
21 Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-  
22 through on nights (any shift completed after 8:00 p.m.), weekends and holidays when Sunday  
23 schedules are operating. Relief Supervisors in the Service Quality Classification shall be guaranteed  
24 70% straight-through shifts on weekdays, unless waived by the Relief Supervisor, and 100% straight-  
25 through on nights, weekends and holidays when Sunday schedules are operating. Temporary split  
26 extra assignments may be assigned to the relief list, however, a Relief Supervisor cannot be required  
27 to work a split extra assignment for more than two consecutive weeks.

28 **D.** Regular shifts shall consist of five consecutive days of work within a specific

1 classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall  
2 be two consecutive days. 4/40 shifts shall consist of four consecutive days of work within a specific  
3 classification, with each workday guaranteed ten hours. All regular shifts in the classifications of  
4 Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will be assigned in  
5 their entirety unless otherwise approved by the unit Superintendent or designee. When a shift is  
6 cancelled, the unit Superintendent or designee will notify the UNION.

7           **E.** Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-  
8 hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each  
9 pay period for the following pay period. There will be two consecutive RDOs for each 40-hour  
10 week, except for Relief Supervisors with Friday and Saturday RDO combinations switching to  
11 another RDO combination or vice versa. RDOs will not be changed or cancelled without the consent  
12 of the affected Supervisor, except in an emergency. The RDOs for Relief Supervisors may change  
13 each pay period as a result of the availability of assignments.

14           **F.** Prior to the end of each pay period, each Relief Supervisor will pick their  
15 assignment for the next pay period from the known available assignments and available RDOs, by  
16 seniority. SITs can be assigned shifts prior to the relief pick. Assignments with five days of the same  
17 shift number available in one pay week (Saturday through Friday) must be picked in their entirety  
18 with their RDOs. Assignments with four days of the same shift number available in one pay week  
19 (Saturday through Friday) must be picked in their entirety with their RDOs. If the four days are part  
20 of a 5-day work schedule, an additional open shift must be picked on the remaining workday. Each  
21 pay week will be picked separately. Assignments selected the first week will not affect selections in  
22 the second week, except where minimum time off between shifts and/or 54 hours off for RDOs  
23 would be compromised. Block assignments may be broken up with shifts selected individually by  
24 the Relief Supervisor.

25           **G.** If there are not enough work assignments for all Relief Supervisors to choose  
26 from, extra assignments may be created. METRO may change a Relief Supervisor's extra  
27 assignment by up to eight hours, provided the change is made at least twelve hours before the start  
28 time of the Supervisor's extra assignment, except as provided in Paragraph J. In an emergency, or

1 with the Relief Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more  
2 than four hours and with less than twelve hours notice. Relief Supervisors who have picked extra  
3 assignments must check in between twelve and eight hours prior to the scheduled start of the extra  
4 assignment to find out if there is a change.

5 **H** Scheduled Transit Instructor work will be selected by seniority by qualified Transit  
6 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested  
7 change is approved by the unit supervisor. METRO may modify a Transit Instructor's work  
8 assignments to meet training needs. To balance workload, METRO may require one or more Transit  
9 Instructors from one worksite to work at a different worksite. Such assignments will be made to  
10 qualified Transit Instructors in inverse seniority, unless a more senior, qualified Transit Instructor  
11 volunteers for the assignment.

12 **I.** All Supervisors shall have at least 54 hours scheduled off for their two consecutive  
13 RDOs.

14 **J.** METRO will determine the number of relief shifts in each classification, but the  
15 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all  
16 shifts in that classification; however, not less than three at METRO's option.

17 **K.** METRO agrees to assign all special assignments, tasks and projects by giving  
18 equal consideration to the Supervisor's education, ability and experience as it applies to each  
19 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply;  
20 and selection shall be based on the above criteria if the special assignment, task or project is to exist  
21 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special  
22 assignment, task or project will be rotated among those Supervisors who applied and who meet the  
23 above criteria, provided the rotation does not result in project delay. METRO also recognizes the  
24 need for ongoing optional training programs which will allow Supervisors to become better qualified  
25 for their present work assignments or for advancement.

26 **L.** Any work that has been historically or traditionally performed by Supervisors will  
27 not be performed by any other individual.

28 **M.** On a holiday when METRO operates a Sunday schedule, Base Operations Utility

1 and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as  
2 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each  
3 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled  
4 Supervisor for that shift will be off with holiday pay. If a Utility or Planner/Utility shift is not  
5 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift  
6 or taking the day off with holiday pay. If the regularly scheduled Supervisor chooses not to work that  
7 shift, the shift will be filled by the normal Relief Supervisor assignment process, then through the  
8 overtime assignment processes. If a relief Supervisor's weekly picked assignment includes a  
9 regularly scheduled shift that is canceled due to a Sunday scheduled holiday, the relief Supervisor  
10 shall be required to select from available open shifts for the holiday.

11           **N.** When a shift remains unfilled within one hour of the start time of the shift and  
12 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with  
13 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The  
14 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual  
15 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,  
16 Supervisor qualification, business requirements and the Supervisor's desire to change work  
17 assignments.

18           **O.** METRO may require up to four Supervisors to train in the Communication  
19 Coordinator and classification during each shake-up. Volunteers, in seniority order, will be selected  
20 for the training. If there are not enough volunteers to fill designated training requirements,  
21 Supervisors may be required to train. If a Supervisor is required to train as a Communications  
22 Coordinator, they will be selected in inverse seniority order from Supervisors who have at least one  
23 year of seniority and who have not had a previous opportunity to train as a Communications  
24 Coordinator. A Supervisor who fails to qualify will return to their picked assignment. For the  
25 purpose of this Paragraph, years of seniority will be calculated from the date of qualification as a  
26 First Line Supervisor and adjusted day-for-day for any time spent in excess of 90 consecutive  
27 calendar days on either military leave (unless required otherwise by law) and/or in a layoff status.  
28

1                   **SECTION 7 – SPECIAL ALLOWANCES**

2                   A. Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one  
3 workday, providing that premium time is not already being paid, in which case spread time will be  
4 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread  
5 assignment.

6                   B. A Supervisor shall receive two hours straight-time pay in addition to regular pay  
7 for each shift during which they instruct a new or nonqualified Supervisor or a Supervisor who  
8 requires a refresher or retraining for which METRO requires a written evaluation. This pay will be  
9 contingent on the completion of an evaluation of the trainee’s performance.

10                  C. A Supervisor shall receive a 5% pay premium for all hours worked as a  
11 Communications Coordinator.

12                   **SECTION 8 – OVERTIME**

13                  A. For a five-day work week, all hours worked in excess of eight hours on a regular  
14 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of  
15 pay for actual hours worked. For a four-day work week, all hours in excess of ten hours on a regular  
16 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of  
17 pay for actual hours worked.

18                  B. Any work performed on a RDO shall be paid at the overtime rate of one and one-  
19 half times the existing straight-time rate of pay with minimum pay of four hours. No Supervisor will  
20 be required to work on their RDO except in an extreme emergency, unless designated by the Director  
21 of Bus Operations and/or their designee.

22                  C. All overtime will be assigned according to guidelines mutually developed and  
23 agreed by the PARTIES.

24                  D. Posted special event assignments will be available for pick by those Supervisors  
25 selecting either the Service Supervisor or Communications Coordinator classifications. These  
26 assignments will be known as future overtime and will be credited to the Supervisor in advance and  
27 combined with hours actually worked.

1           **SECTION 9 – VACATION SELECTION**

2           The selection of vacation will follow those guidelines set for vacation selection and accrual in  
3 Article 9 with the following exceptions:

4           A. At the spring pick, Supervisors will select vacations in increments of no less than  
5 five days for a 5-day work week and four days for a 4-day work week, in order of Supervisor  
6 seniority in each classification. After all first choices are filled by seniority, second, third, fourth and  
7 fifth choices will be selected in that order by seniority within each classification. Appropriately  
8 accrued vacation will be used in the selection of these periods. Supervisors shall use the same  
9 Vacation Period Table as Transit Operators. Vacation weeks picked during the spring pick may only  
10 be canceled in increments of full workweeks (5 days for 5/8 schedules and 4 days for 4/40  
11 schedules).

12           B. At the fall pick, if a Supervisor picks into a classification, listed in Section 1, other  
13 than the one for which they have selected their fall vacation, and their fall vacation period is full in  
14 the newly picked classification, they may not bump a person with lower seniority who has already  
15 selected that period in that classification. Such Supervisor will select another vacation period from  
16 the remaining periods in the new classification. Appropriately accrued vacation will be used in the  
17 selection periods.

18           C. The number of Supervisors within a classification allowed on vacation during the  
19 same period shall be at least 14% of the number of Supervisors in that classification, including SITs  
20 projected to be qualified and working independently in the classification on June 30. However,  
21 during pick for Transit Operators, the minimum number of Base Dispatcher/Planners allowed on  
22 vacation shall be reduced by two except during the August Transit Operator pick when it will be  
23 reduced by one. Qualified Relief Supervisors and/or one-third of all Transit Instructors may be  
24 required to work in other classifications to fill vacation reliefs, by inverse seniority.

25           D. A Supervisor may use their current vacation accrual in single-day increments with  
26 the approval of their immediate supervisor and/or their designee.

27           **SECTION 10 – SPECIAL BENEFITS**

28           A. Upon the approval of the unit supervisor, at least one Supervisor per day in each

1 classification shall be allowed to use a personal holiday.

2           **B.** Annually, on the fourth Monday in January, a uniform allowance payable by  
3 voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year  
4 shall be available for each Supervisor. The maximum uniform allowance balance which may be  
5 carried over into the next year is twenty times the top step of the Service Supervisor wage rate in  
6 effect on January 1. The uniform voucher may be used only to purchase authorized uniform items.  
7 When a Supervisor needs to replace their all-weather parka or jacket due to normal wear and tear,  
8 METRO will issue a voucher for its replacement. In addition to the above allowances, a Supervisor  
9 may be reimbursed once each calendar year for one pair of personal work shoes costing up to an  
10 amount of six times the top step of the Base Dispatcher/Planner wage. To receive reimbursement the  
11 shoes must meet the current standards of uniform footwear for Supervisors.

12                   1. A Supervisors' Uniform Committee shall be appointed to maintain or  
13 modify all Supervisors' clothing and appearance standards.

14                   2. All necessary safety and foul weather gear will be provided by METRO.

15           **SECTION 11 – GENERAL**

16           **A.** All Supervisors working in the classifications of Transit Instructor,  
17 Communications Coordinator, and/or Service Supervisor will receive hands-on orientation on all  
18 coach or coach-related equipment within 90 days of its use in service. Those Supervisors who are  
19 directly involved in the operation/service of the special equipment will receive orientation or training  
20 on such equipment.

21           **B.** It is METRO's responsibility that all Supervisors will be trained and certification  
22 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary  
23 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

24           **C.** The PARTIES will establish a Supervisors Labor-Management Relations  
25 Committee for the purpose of exploring and responding to issues of mutual concern to METRO and  
26 the Supervisors.

27           **D.** METRO and the 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. For all classifications as set forth in Section 1: there will be a minimum of at least  
2 one Supervisor allowed to have time off through day off book procedures in each classification, and  
3 METRO will accommodate Supervisor requests consistent with daily staffing requirements. Day off  
4 book procedures will be consistent in all classifications. Requests for AC days may not be entered  
5 into the day off book more than one calendar month in advance of the day(s) off desired.

6 **SECTION 12 - ATTENDANCE DEFINITIONS**

7 A. The following are attendance definitions of misses for all Supervisors:

8 1. Late Report – Reporting to work late from two minutes up to one hour after  
9 designated report time.

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

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

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

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

19 **SECTION 13 - ATTENDANCE**

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

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

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

27 D. Misses include late reports, unexcused absences and absences. All misses shall be  
28 recorded. Unexcused absences recorded in a four-month period shall be subject to the following

1 controls:

- 2 • First – Informational Notice.
- 3 • Second – Oral Reminder.
- 4 • Third – Written Reminder and the Employee will be offered a program of

5 assistance from both PARTIES in developing a plan to improve attendance. This program will  
6 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
7 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
8 which will be specific to the Employee.

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

12 • Fifth – Discharge, unless METRO determines that an additional suspension  
13 may be sufficient to correct the Employee’s attendance problem.

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

- 15 • First through third – Informational Notice.
- 16 • Fourth – Oral Reminder and Employee will be offered a program of

17 assistance from both PARTIES in developing a plan to improve attendance. This program will  
18 include a referral to the Employee Assistance Program (EAP). The METRO unit  
19 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
20 of the program, which will be specific to the Employee.

- 21 • Fifth – Written Reminder.
- 22 • Sixth – Review of program of assistance; Explanation of Attendance

23 Probation.

24 • Seventh – One-day suspension Placement on Attendance Probation. This  
25 counts as FIRST probationary absence.

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

- 28 **1.** The attendance probation will begin on the calendar day following the

1 Employee's seventh miss.

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

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

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

11                              **5.** The Employee will be allowed no more than three misses in each of the two  
12 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a  
13 seventh miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two  
14 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).  
15 An Employee who successfully completes the two twelve-month periods will no longer be on  
16 attendance probation.

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

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

21                              **G.** Four consecutive workdays of absence without leave may be considered a  
22 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
23 circumstances.

24                              **H.** A continuous record of 60 days without a miss will cancel the first late report or  
25 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will  
26 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the  
27 Employee have a miss, another 60-day period must be completed before more cancellations will be  
28 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid

1 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days  
2 without a miss.

3 **ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**

4 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 5 • Operations Support System (OSS) Coordinator
- 6 • Scheduling Technical Information Processing Specialist III
- 7 • Senior Schedule Planner
- 8 • Transit Information Planner

9 ***SECTION 2 – GENERAL CONDITIONS***

10 **A.** Senior Schedule Planners, Transit Information Planners and OSS Coordinators are  
11 presently classified as salaried Employees and as such may work flexible schedules. The decision of  
12 whether to classify Employees as FLSA-exempt is solely within the discretion of King County.

13 Should King County change the salaried status of Employees under this Article, it shall negotiate the  
14 effects of this change with the UNION. An Employee may work an alternative work schedule, which  
15 may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting  
16 and/or job share arrangements upon approval of their unit supervisor. FLSA-exempt Employees may  
17 be granted up to a maximum of ten days executive leave annually, to be administered according to  
18 King County policy.

19 **B.** When there is a regular vacancy in the Senior Schedule Planner classification, it  
20 will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the  
21 vacancy based on seniority, work knowledge and work performance. The remaining vacant  
22 assignment will be subject to recruitment and will be filled by a Bus Supervisor, Rail Supervisor or  
23 O&M Supervisor who has previous Bus Supervisor seniority or an OSS Coordinator, based on merit.  
24 If no Bus Supervisor, Rail Supervisor, or O&M Supervisor who has previous Bus Supervisor  
25 Seniority or OSS Coordinator applies during a recruitment to fill a regular vacancy, METRO may  
26 then recruit for and select from other qualified Employees.

27 **C.** At every regular Supervisor pick, one Senior Schedule Planner position will be  
28 used for training. METRO will solicit letters of interest from Bus Supervisors, Rail Supervisors and

1 an O&M Supervisor who has previous Bus Supervisor seniority and OSS Coordinators to temporarily  
2 fill this Senior Schedule Planner position. The Senior Schedule Planner position is intended to  
3 provide Supervisors or OSS Coordinators with training opportunities in the Schedule Unit. If there  
4 are multiple candidates for this training position, METRO will make a selection using a merit-based  
5 selection process. If there are no applicants for this training position, the position will be filled as a  
6 Schedule Maker position and posted no later than six days prior to Supervisor pick, in accordance  
7 with Supervisor pick guidelines. In order to provide for an orderly transition, there will be a brief  
8 period of overlap between the Supervisor completing their training period and the next Supervisor  
9 selected to begin their training, in order for the new trainee to become qualified.

10 **D.** When there is a regular vacancy in the OSS Coordinator classification it will be  
11 filled by a Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor  
12 experience or a Senior Schedule Planner. METRO will use a merit-based selection process to  
13 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule  
14 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select  
15 from qualified Employees.

16 **E.** When an OSS Coordinator is required to work on a holiday, they will have another  
17 day off with pay on a day mutually agreed by the Employee and their unit supervisor.

18 **F.** Employees listed in Section 1 will receive a second personal holiday to be used in  
19 the payroll year in lieu of the holiday for Lincoln’s Birthday specified in Article 8, Section 4. The  
20 use of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

21 ***SECTION 3 – USE OF CONSULTANTS TO CONDUCT CONFIDENTIAL ANALYSIS***

22 **A.** METRO may engage outside consultants to conduct confidential  
23 scheduling/HASTUS-related analysis when such work will be used to support collective bargaining  
24 negotiations or for lawsuit purposes.

25 **B.** “Confidential” analysis shall mean analysis performed on behalf of the Employer  
26 in preparation for collective bargaining or in connection with litigation.

27 **C.** If King County has not presented the contractor’s analysis during the course of  
28 collective bargaining or during a lawsuit, the UNION may request the results of the analysis after

1 bargaining or the lawsuit is concluded, provided that attorney-client communications and work  
2 product are protected from disclosure.

3           **D.** METRO agrees that the Scheduling Supervisor will inform the Senior Schedule  
4 Planners that a consultant has been engaged.

5           **E.** This agreement does not change the role of Senior Schedule Planners in analyzing,  
6 developing and creating schedules for METRO service.

7           **F.** This AGREEMENT does not bar METRO from using Senior Schedule Planners  
8 from performing analysis relating to collective bargaining or lawsuits.

9 **ARTICLE 24: 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.

1                   **SECTION 3 – WORK ASSIGNMENTS**

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.

14                   **SECTION 4 – PICKS**

15                  A. Each PSR will select their position at a time scheduled in conjunction with Transit  
16 Operator picks. Positions at the Sales Counter, Metro Customer Stop, ORCA-To-Go and ORCA  
17 Mail Center will be available for pick. At pick a volunteer list for qualified PSRs will be posted for  
18 backfill purposes for short term vacancies.

19                  B. During their probationary period, each PSR will receive training in each of the  
20 following areas: Sales Counter or Metro Customer Stop, ORCA-To-Go and ORCA Mail Center. A  
21 PSR will not participate in the pick until their training period is completed and they are qualified in  
22 all work areas. A PSR trainee who completes their training and is qualified in all work areas will  
23 pick a vacant position by 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 their 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 use the following process to fill all new or vacant full-time PSR  
25 positions. First, the position will be offered to qualified Assigned PSRs. Second, if no qualified  
26 Assigned PSR is available, METRO then shall offer the new or vacant PSR positions to qualified  
27 CIO Employees. Seniority shall determine the order of selection. Third, if there are no qualified CIO  
28 applicants, then METRO shall offer all new or vacant PSR positions to qualified Term-Limited

1 Temporary (TLT) PSRs, provided they were initially hired through a competitive hiring process and  
2 are deemed qualified through a testing/selection process. Fourth, if there are no qualified Term-  
3 Limited Temporary (TLT) PSRs, then METRO may conduct an open and competitive recruitment to  
4 fill the vacancy. For all hiring paths above, METRO shall determine the appropriate hiring process,  
5 criteria, qualifications, and testing methods, all of which shall be consistent with King County's  
6 Career Service rules.

7           E. When a permanent vacancy occurs, PSO Employees working in such classification  
8 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next  
9 shake-up.

10           ***SECTION 6 – OVERTIME***

11           A. Overtime in each job classification will be offered by seniority on a rotating basis  
12 from an Employee overtime list. If no Employee in the job classification is available, overtime will  
13 be offered to eligible PSO Employees by seniority on a rotating basis. If no PSO Employee is  
14 reasonably available, overtime will be offered to eligible CIO Employees. If no CIO Employee is  
15 reasonably available, METRO may assign overtime to PSO Employees by inverse seniority or on a  
16 rotating basis.

17           B. All hours worked in excess of eight hours in the scheduled workday or work on a  
18 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing  
19 straight-time rate of pay of the classification for actual overtime hours worked.

20           C. Overtime on day shift extending into swing shift shall be paid with no hourly shift  
21 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift  
22 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift  
23 differential.

24           ***SECTION 7 – SPECIAL ALLOWANCES***

25           A. Shift differential shall be 5.00% per hour for swing shift and 7.5% per hour for  
26 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a  
27 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a  
28 graveyard shift.

1           **B.** A PSO Employee who has gone home after their regular shift, and who is called  
2 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.  
3 A PSO Employee called in before their scheduled report time and in conjunction with their regular  
4 shift will be paid for actual hours worked.

5           **C.** PSRs and Assigned PSRs shall receive a straight-time premium for instructing  
6 individuals as follows:

7                   **1.** One hour of pay at the PSO Employee’s current rate for four hours or less  
8 of instruction in one day.

9                   **2.** Two hours of pay at the PSO Employee’s current rate for more than four  
10 hours of instruction in one day.

11           **D.** PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour  
12 for out of classification work in the CIO.

13           ***SECTION 8 – SPECIAL BENEFITS***

14           **A.** When a PSO Employee is informed during their regular shift that overtime in  
15 excess of two hours beyond the end of their regular shift will be required, METRO will provide a 30-  
16 minute unpaid meal period or a 15-minute paid break, upon request.

17           **B.** When a PSO Employee is called in for emergency work two or more hours prior to  
18 the start of their regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute  
19 paid break, upon request.

20           **C.** Each PSO Employee required to work in a transit center or at a satellite customer  
21 stop will be provided with a telephone.

22           **D.** METRO shall maintain a silent alarm system at all METRO-operated PSO  
23 counters.

24           ***SECTION 9 – VACATION SELECTION***

25           **A.** Vacations will be picked by seniority as outlined in this Section. Senior  
26 Accounting Representatives and Pass Sales Representatives will pick from a separate vacation list.

27           **B.** The vacation pick shall be completed by November 15th each year. The vacation  
28 calendar shall remain posted and shall be kept current. Employees may pick the amount of vacation

1 they are projected to have in their accrual bank at the beginning of the payroll year.

2 C. Vacations may be split into periods of one or more full weeks when this can be  
3 arranged at no additional cost to METRO. A PSO Employee may elect to take 50% of his/her  
4 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in  
5 advance by the immediate supervisor.

6 D. A PSO Employee who takes their vacation in two or more periods shall select the  
7 second period of their vacation after all PSO Employees in their classification have made their first  
8 selection; their third selection after all PSO Employees in their classification have made their second  
9 selection; etc., until all periods of vacation have been selected.

10 E. At the vacation pick, a PSO Employee may select vacation combined with AC in  
11 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the  
12 vacation pick.

13 F. Any picked vacation periods not used will be offered to other PSO Employees by  
14 seniority in the same classification if METRO determines business reasons permit.

15 G. The Pass Sales Office will maintain separate vacation lists for PSRs and Senior  
16 Account Representatives. The vacation pick shall be completed by November 15th each year. At  
17 least two weeks prior to each vacation pick, METRO will indicate the number of PSRs and Senior  
18 Account Representatives that may be off from work on particular days. METRO and the UNION  
19 agree that both the PSR vacation list and Senior Account Representative vacation list will each permit  
20 a minimum of one slot for each calendar day. The number of Employees otherwise permitted to be  
21 on vacation at one time shall be regulated by METRO.

22 ***SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING***

23 ***REPRESENTATIVES***

24 A. Each Assigned PSR shall receive their work assignments from METRO and may  
25 work less than an eight-hour day and/or 40-hour workweek.

26 B. No regular, full-time, continuous shift in the PSO shall be split during the life of  
27 this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR will be  
28 required to accept a split shift without mutual agreement between the PARTIES.

1 C. An Assigned PSR, who is on active pay status at least 80 hours in one calendar  
2 month, also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which  
3 are observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal  
4 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one  
5 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR  
6 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid  
7 at the overtime rate.

8 D. An Assigned PSR will accrue sick leave per Article 11.1.

9 E. Not more than 25% of all PSO positions shall be Assigned PSRs.

10 F. If the PARTIES agree to split shifts, up to one-third of Assigned PSR shifts may be  
11 split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate equivalent to  
12 time and one-half for spread time in excess of 10-1/2 hours.

13 G. Senior Accounting Representatives shall notify PSRs and Assigned PSRs of  
14 infractions but will not issue discipline or perform formal performance evaluations of PSO  
15 Employees.

16 H. Vacancies in the position of Senior Accounting Representative will be filled by a  
17 PSO Employee with at least two years of experience as a PSR. When qualifications and experience  
18 are equal, continuous service as a PSR will be the determining factor.

19 **SECTION 11 - ATTENDANCE DEFINITIONS**

20 A. The following are attendance definitions of misses for all Pass Sales Office  
21 Employees:

22 1. Late Report – Reporting to work late from two minutes up to one hour after  
23 designated report time.

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

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

28 B. The immediate supervisor can assign an Employee work, paying only for time

1 worked, in six-minute increments.

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

5 **SECTION 12 - ATTENDANCE**

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

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

11 C. An Employee requesting work on their RDO, who fails to report for work or who  
12 reports for work late, will be subject to the policies defined in this AGREEMENT.

13 D. Misses include late reports, unexcused absences and absences. All misses shall be  
14 recorded. Unexcused absences recorded in a four-month period shall be subject to the following  
15 controls:

16 • First – Informational Notice.  
17 • Second – Oral Reminder.  
18 • Third – Written Reminder and the Employee will be offered a program of  
19 assistance from both PARTIES in developing a plan to improve attendance. This program will  
20 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
21 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
22 which will be specific to the Employee.

23 • Fourth – One-day suspension, unless the Employee has a five-year record of  
24 less than three misses per year, in which case another Written Reminder shall be issued. Whether  
25 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

26 • Fifth – Discharge, unless METRO determines that an additional suspension  
27 may be sufficient to correct the Employee's attendance problem.

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

1 • First through third – Informational Notice.  
2 • Fourth – Oral Reminder and Employee will be offered a program of  
3 assistance from both PARTIES in developing a plan to improve attendance. This program will  
4 include a referral to the Employee Assistance Program (EAP). The METRO unit  
5 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
6 of the program, which will be specific to the Employee.

7 • Fifth – Written Reminder.  
8 • Sixth – Review of program of assistance; explanation of Attendance  
9 Probation.

10 • Seventh – One-day suspension Placement on Attendance Probation. This  
11 counts as FIRST probationary absence.

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

14 1. The attendance probation will begin on the calendar day following the  
15 Employee's seventh miss.

16 2. The Employee will be offered a program of assistance from both the  
17 PARTIES in developing a plan to improve attendance. This program will include a referral to the  
18 Employee Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION  
19 Officer/designee will meet with the Employee to write the details of the program, which will be  
20 specific to the Employee.

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

23 4. For each miss that occurs during the attendance probation, the Employee  
24 will be informed in writing of their status.

25 5. The Employee will be allowed no more than three misses in each of the two  
26 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a  
27 seventh miss, with a one-day suspension on 7/22/2014 would be on probation with no more than two  
28 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

1 An Employee who successfully completes the two twelve-month periods will no longer be on  
2 attendance probation.

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

5                   7. The attendance probation periods will be extended by any unpaid leave,  
6 industrial injury, or other protected leave in excess of ten consecutive days.

7                   G. Four consecutive workdays of absence without leave may be considered a  
8 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
9 circumstances.

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

17 **ARTICLE 25: SUPPORTED EMPLOYMENT PROGRAM**

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

19                   A. This Article applies to Employees who are hired through the King County  
20 Supported Employment Program, which provides Career Service positions, for paid, competitive  
21 employment opportunities for individuals with intellectual and developmental disabilities in  
22 integrated work settings.

23                   B. Employees in the Supported Employment Program will be placed  
24 in the following two job classifications:

- 25                   • Supported Employment Program (SEP) Associate I
- 26                   • Supported Employment Program (SEP) Associate II

27                   ***SECTION 2 – TERMS AND CONDITIONS OF EMPLOYMENT***

28 A. With respect to Article 7 (Layoff and Recall), only those in Supported Employee classifications

1 may bump others in Supported Employee classifications. Additionally, because the jobs are tailored  
2 to individuals' abilities and experience, the Program Manager and the King County Department of  
3 Human Resources Director or designee must review and approve any bumping decisions involving  
4 Supported Employees and notify the UNION of the decision.

5 **B.** The job duties of a Supported Employee may cross job classifications, bargaining  
6 units and/or union jurisdiction boundaries. The PARTIES understand that the process used to assign  
7 duties will reflect a "customized employment process" wherein job duties may be "carved" from  
8 various assignments and places to create a single Supported Employee assignment with agreement  
9 from the UNION. Because a key component to a successful program includes flexibility in assigning  
10 job duties based on operational need and Employee growth, as well as the ability to increase  
11 responsibility as skills grow, duties will vary and may change over time.

12 **C.** Supported Employee Program Associates are represented by the UNION and will  
13 have all rights afforded to them under this AGREEMENT.

14 **D.** When a job assignment crosses union lines to a significant degree, the unions will  
15 be consulted and agreement between the union will be sought. The union representing the majority of  
16 the work will represent the employee. Issues, concerns or disputes regarding the representation of  
17 bargaining unit work assigned to Supported Employees will be discussed by the unions jointly with  
18 the Supported Employment Program Manager and the appropriate representative of the Office of  
19 Labor Relations. Employees will be allowed and expected to continue performing their duties, newly  
20 identified and/or previously assigned, while the dispute is discussed. The parties may involve the  
21 King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes.

22 **E.** The PARTIES acknowledge the possibility that a Supported Employee may be  
23 assigned to perform work that is currently non-represented. If, however, the Employee is assigned  
24 both non-represented and represented work, the Employee will be treated as a member of the  
25 bargaining unit. The assignment of non-represented work to a Supported Employee will not change  
26 the characterization of the work as non-represented work.

27 **F.** The assignment of a Supported Employee to the bargaining unit will not result the  
28 loss of bargaining unit positions, modification of the process for selection of assignments, alteration

1 of schedules, less overtime opportunities, or any other right provided by this AGREEMENT or  
2 practices developed thereunder.

3           G. Supported Employees may be reclassified from current County classifications to  
4 the appropriate new classifications if the Department of Human Resources determines reclassification  
5 to be appropriate, with consultation with the UNION. If such reclassification occurs, the reclassified  
6 Employees will suffer no loss in pay and no loss of seniority. Participation in Supported  
7 Employment Program does not prohibit an Employee from working in a non-supported employment  
8 classification when the Employee is able to perform all the essential functions of that classification as  
9 long as seniority rules are honored.

10           H. The PARTIES will meet to assess the Supported Employment Program when  
11 needed. The PARTIES will discuss any issues or concerns that have arisen since the start of the  
12 program and commit to working to resolve those issues, which may include modifications to this  
13 AGREEMENT.

14           I. Supported Employees will be assigned to a regular work schedule of no less than  
15 20 hours per week and will be eligible for full benefits.

16 **ARTICLE 26: TEMPORARY EMPLOYEES**

17           ***SECTION 1 – DEFINITIONS***

18           A. “Term-Limited Temporary (TLT) Employee” shall mean a person who is employed  
19 for a period of time at least half-time for more than 6 months with a clearly identifiable end date not  
20 to exceed 3 years. Work performed by Term-Limited Temporary (TLT) Employees include Grant-  
21 Funded Projects, Information Systems Technology Projects, Capital Improvement Projects, and  
22 Miscellaneous Projects and/or Non-Routine Assignments (such as backfilling for Career Service  
23 Employees absent from work due to leave, or Special Duty Assignment).

24           B. “Short-Term Temporary (STT) Employee” shall mean a person who is employed  
25 for less than half-time in a rolling twelve month period (i.e. less than 1040 hours in a rolling twelve  
26 month period). Work that is appropriate for Short-Term Temporary (STT) Employees is temporary  
27 and short-term in nature and an STT assignment will not exceed two years. Work performed by  
28 Short-Term Temporary (STT) Employees include peak workloads, short-term needs, project-related

1 or seasonal work.

2 C. Employees covered by this Article:

- 3 1. Will not be used in lieu of filling budgeted Career Service positions.  
4 2. Shall be considered at-will Employees for the duration of their employment.

5 Employees shall be eligible for a termination review hearing at their request. The termination of an  
6 Employee under this article is not grievable.

- 7 3. Are not subject to the layoff and recall provisions of the AGREEMENT.  
8 4. Will be assigned to work locations, shifts, and regular days off by METRO.  
9 5. Will be provided with those tools necessary to perform their jobs.  
10 6. Term-Limited Temporary (TLT) Employees and Short-Term Temporary

11 (STT) Employees are not eligible for Special Duty Assignments (SDA).

12 D. Positions filled by Employees covered by this Article will not be part of the regular  
13 pick process for Career Service Employees.

14 E. METRO and the UNION will periodically meet to discuss the use of Employees  
15 under this Article and whether the work should properly be performed by other Employees.  
16 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would  
17 employ a substantial number of Employees under this article.

18 **SECTION 2 – SELECTION AS A CAREER SERVICE EMPLOYEE**

19 A. All Term-Limited Temporary (TLT) Employee postings shall also be posted as  
20 Special Duty Assignments (SDA) for the entire bargaining unit on King County’s website.

21 B. A Term-Limited Temporary (TLT) Employee or Short-Term Temporary (STT)  
22 Employee who is selected by METRO for a Career Service position in the same classification shall  
23 serve the probationary period that is required by the position; however, if the Employee has 90 or  
24 more days of continuous TLT employment in the classification at the time of selection, the  
25 probationary period shall be reduced by 90 days and they will receive a seniority date, vacation  
26 service credits and wage progression which reflects their continuous service.

1           **SECTION 3 – WAGES AND BENEFITS FOR SHORT-TERM TEMPORARY (STT)**

2 **EMPLOYEES**

3           **A.** A Short-Term Temporary (STT) non-exempt Employee shall be paid for actual  
4 hours worked at the current rate in effect for their classification and length of service. Such  
5 Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-  
6 time hours in one workweek, or for hours worked on holidays.

7           **B.** A Short-Term Temporary (STT) Employee is not eligible for any Employee  
8 benefits, except as described in Paragraph E below. However, Short-Term Temporary (STT)  
9 Employees working on a full-time basis as defined by the Affordable Care Act, as amended, will  
10 receive insured benefits to the extent required by law and King County Code.

11           **C.** A Short-Term Temporary (STT) Employee whose employment is extended  
12 beyond 1,040 hours in a rolling twelve-month period shall receive applicable retroactive benefits to  
13 the date of hire (based on established start dates of benefits).

14           **D.** Short-Term Temporary (STT) Employees shall accrue sick leave at the rate of  
15 0.025 hours for each hour in pay status. Temporary Employees may use accrued sick leave  
16 beginning on their 61<sup>st</sup> day of employment. Short-Term Temporary (STT) Employees may carry  
17 over forty hours of unused sick leave to the following year, all other unused sick leave shall be  
18 forfeited. For Short-Term Temporary (STT) Employees, separation for any reason, including  
19 retirement, shall cancel all of the Employee’s accrued sick leave as of the date of the separation,  
20 except as otherwise provided by law.

21           **SECTION 4 – WAGES AND BENEFITS FOR TERM-LIMITED (TLT) TEMPORARY**

22 **EMPLOYEES**

23           **A.** Term-Limited Temporary (TLT) Employees will have seniority only within a  
24 group of Term-Limited Temporary (TLT) Employees in the same classification for picking vacation,  
25 overtime opportunities, and for forced overtime.

26           **B.** A Term-Limited Temporary (TLT) Employee may serve as a lead for other Term-  
27 Limited Temporary (TLT) Employees. Selection for such lead positions shall be based on merit.

28           **C.** When METRO needs to separate one or more Term-Limited Temporary (TLT)

1 Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to  
2 change that order. METRO will provide the plan for the order of separation to the UNION prior to  
3 providing formal notice to the Employees.

4 **D.** A Term-Limited Temporary (TLT) Employee is eligible for benefits as stated in  
5 Articles 8-12.

6 **E.** Term-Limited Temporary (TLT) Employees will follow the wage progression as  
7 stated in Article 14.1–14.2.

8 **ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

9 ***SECTION 1 – MODIFICATION PROVISION***

10 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,  
11 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified  
12 as such, and signed by the Director of the King County Office of Labor Relations/designee and the  
13 UNION President/Business Representative/designee.

14 ***SECTION 2 – SAVINGS CLAUSE***

15 Should any provision of this AGREEMENT be rendered or declared invalid because of any  
16 existing or subsequent legislation or by any court decision, the remaining provisions of this  
17 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt  
18 to renegotiate such invalidated provisions to comply with the law.

19 **ARTICLE 28: TERM OF AGREEMENT**

20 This AGREEMENT shall become effective November 1, 2019, and shall remain in full force  
21 and effect until October 31, 2022. Not later than August 1, 2022, either PARTY wishing to modify  
22 the terms of this AGREEMENT shall notify the other PARTY in writing setting forth their proposal  
23 for modification.  
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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
King County Executive

AMALGAMATED TRANSIT UNION  
LOCAL 587

  
\_\_\_\_\_  
Ken Price  
President/Business Representative

**EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES**

<b>TITLE</b>	<b>11/01/2019 +3.00%</b>	<b>11/01/2020 +3.00%</b>	<b>11/01/2021 +2.00%</b>	<b>5/1/2022 +2.00%</b>
<b>Operators</b>				
Transit Operators	\$35.43	\$36.49	\$37.22	\$37.96
<b>Vehicle Maintenance</b>				
Assistant Utility Service Worker	\$21.45	\$22.09	\$22.53	\$22.98
Electronic Technician	\$40.55	\$41.77	\$42.61	\$43.46
Equipment Dispatcher	\$36.22	\$37.31	\$38.06	\$38.82
Equipment Painter	\$40.55	\$41.77	\$42.61	\$43.46
Equipment Service Worker/Stores Driver	\$32.93	\$33.92	\$34.60	\$35.29
Equipment Service Worker	\$32.93	\$33.92	\$34.60	\$35.29
Lead Electronic Technician	\$44.61	\$45.95	\$46.87	\$47.81
Lead Equipment Painter	\$44.61	\$45.95	\$46.87	\$47.81
Lead Equipment Service Worker	\$36.22	\$37.31	\$38.06	\$38.82
Lead Maintenance Machinist	\$44.61	\$45.95	\$46.87	\$47.81
Lead Mechanic	\$44.61	\$45.95	\$46.87	\$47.81
Lead Purchasing Specialist	\$38.89	\$40.05	\$40.85	\$41.67
Lead Sheet Metal Worker	\$44.61	\$45.95	\$46.87	\$47.81
Lead Transit Parts Specialist	\$37.68	\$38.81	\$39.59	\$40.38
Lead Vehicle Upholsterer	\$44.61	\$45.95	\$46.87	\$47.81
Maintenance Machinist	\$40.55	\$41.77	\$42.61	\$43.46
Mechanic	\$40.55	\$41.77	\$42.61	\$43.46
Mechanic Apprentice (5 Step Wage Progression)	\$40.55	\$41.77	\$42.61	\$43.46
Metal Constructor	\$40.55	\$41.77	\$42.61	\$43.46
Paint Preparation Technician (85% of Equipment Painter)	\$34.47	\$35.50	\$36.22	\$36.94
Purchasing Specialist	\$35.35	\$36.41	\$37.14	\$37.88
Purchasing Specialist NRV	\$35.35	\$36.41	\$37.14	\$37.88

	<b>TITLE</b>	<b>11/01/2019 +3.00%</b>	<b>11/01/2020 +3.00%</b>	<b>11/01/2021 +2.00%</b>	<b>5/1/2022 +2.00%</b>
1					
2	Senior Stores Clerk	\$32.49	\$33.46	\$34.13	\$34.81
3	Sheet Metal Worker	\$40.55	\$41.77	\$42.61	\$43.46
4	Transit Parts Specialist	\$34.25	\$35.28	\$35.99	\$36.71
5	Utility Service Worker	\$26.56	\$27.36	\$27.91	\$28.47
6	USW/Driver (\$.70 above USW)	\$27.26	\$28.06	\$28.61	\$29.17
7	USW/Driver CDL (\$2.00 above USW)	\$28.56	\$29.36	\$29.91	\$30.47
8	Vehicle Damage Estimator	\$44.61	\$45.95	\$46.87	\$47.81
9	(10% above Sheet Metal Worker)				
10	VM Technical Information Process Specialist III	\$32.49	\$33.46	\$34.13	\$34.81
11	VM Technical Information Process Specialist III Stores	\$32.49	\$33.46	\$34.13	\$34.81
12	Vehicle Upholsterer	\$40.55	\$41.77	\$42.61	\$43.46
13	<b>Facilities Maintenance</b>				
14	Building Operating Engineer	\$40.55	\$41.77	\$42.61	\$43.46
15	Building Operating Engineer, Apprentice (5 Step Wage				
16	Progression)	\$40.55	\$41.77	\$42.61	\$43.46
17	Carpenter	\$40.55	\$41.77	\$42.61	\$43.46
18	Equipment Operator	\$35.59	\$36.66	\$37.39	\$38.14
19	Facilities Maintenance Trainee	\$32.01	\$32.97	\$33.63	\$34.30
20	Facilities Maintenance Worker	\$25.78	\$26.55	\$27.08	\$27.62
21	Grounds Specialist	\$34.28	\$35.31	\$36.02	\$36.74
22	Lead Building Operating Engineer	\$44.61	\$45.95	\$46.87	\$47.81
23	Lead Carpenter	\$44.61	\$45.95	\$46.87	\$47.81
24	Lead Ground Specialist	\$37.71	\$38.84	\$39.62	\$40.41
25	Lead Maintenance Constructor	\$44.61	\$45.95	\$46.87	\$47.81
26	Lead Maintenance Painter	\$44.61	\$45.95	\$46.87	\$47.81
27	Lead Maintenance Signage Specialist	\$36.77	\$37.87	\$38.63	\$39.40
28	Lead Transit Facilities Millwright	\$44.61	\$45.95	\$46.87	\$47.81

	<b>TITLE</b>	<b>11/01/2019 +3.00%</b>	<b>11/01/2020 +3.00%</b>	<b>11/01/2021 +2.00%</b>	<b>5/1/2022 +2.00%</b>
1					
2	Lead Transit Radio and Communication Systems				
3	Specialist	\$48.48	\$49.93	\$50.93	\$51.95
4	Lead Transit Custodian	\$31.85	\$32.80	\$33.46	\$34.13
5	Lead Utility Laborer	\$35.23	\$36.29	\$37.02	\$37.75
6	Maintenance Constructor	\$40.55	\$41.77	\$42.61	\$43.46
7	Maintenance Painter	\$40.55	\$41.77	\$42.61	\$43.46
8	Maintenance Signage Specialist	\$33.43	\$34.43	\$35.12	\$35.82
9	Millwright	\$40.55	\$41.77	\$42.61	\$43.46
10	Purchasing Specialist	\$35.35	\$36.41	\$37.14	\$37.88
11	Transit Custodian I	\$26.25	\$27.04	\$27.58	\$28.13
12	Transit Custodian II	\$28.95	\$29.82	\$30.42	\$31.03
13	Transit Electronics Communication Technician	\$31.68	\$32.63	\$33.28	\$33.95
14	Transit Radio and Communications Systems Specialist	\$44.07	\$45.39	\$46.30	\$47.23
15	Utility Laborer	\$32.03	\$32.99	\$33.65	\$34.32
16	<b>Revenue Coordinators</b>				
17	Revenue Coordinator	\$36.42	\$37.51	\$38.26	\$39.03
18	<b>Special Classifications</b>				
19	Accounting Technician I	\$27.87	\$28.71	\$29.28	\$29.87
20	Accounting Technician II	\$31.63	\$32.58	\$33.23	\$33.89
21	Information Distributor	\$29.36	\$30.24	\$30.84	\$31.46
22	Operations Security Liaison	\$43.57	\$44.88	\$45.78	\$46.70
23	Transfer Room/Warehouse Worker	\$34.25	\$35.28	\$35.99	\$36.71
24	<b>Customer Communications and Services</b>				
25	Assigned Transit Customer Information Specialist	\$30.57	\$31.49	\$32.12	\$32.76
26	Assigned Transit Customer Information Specialist	\$30.57	\$31.49	\$32.12	\$32.76
27	Transit Customer Information Specialist	\$30.57	\$31.49	\$32.12	\$32.76
28	Transit Pass Sales Representative	\$30.57	\$31.49	\$32.12	\$32.76

	<b>TITLE</b>	<b>11/01/2019 +3.00%</b>	<b>11/01/2020 +3.00%</b>	<b>11/01/2021 +2.00%</b>	<b>5/1/2022 +2.00%</b>
1					
2	Senior Accounting Representative	\$33.69	\$34.70	\$35.39	\$36.10
3	Senior Transit Customer Information Specialist	\$33.49	\$34.49	\$35.18	\$35.88
4	<b>Supervisors</b>				
5	Transit Communications Coordinator	\$46.43	\$47.82	\$48.78	\$49.75
6	Transit Base Dispatcher	\$46.43	\$47.82	\$48.78	\$49.75
7	Transit Instructor	\$46.43	\$47.82	\$48.78	\$49.75
8	Supervisor-in-Training (Start at 85% of Supervisor,				
9	After 6 months 90% of Supervisor)	\$41.79	\$43.04	\$43.90	\$44.78
10	Transit Service Supervisor	\$46.43	\$47.82	\$48.78	\$49.75
11	<b>Schedule Section and OSS Coordinators</b>				
12	OSS Coordinator	\$57.11	\$58.82	\$60.00	\$61.20
13	Scheduling Technical Information Processing Specialist				
14	III	\$32.49	\$33.46	\$34.13	\$34.81
15	Senior Schedule Planner	\$57.11	\$58.82	\$60.00	\$61.20
16	Transit Information Planner	\$45.92	\$47.30	\$48.25	\$49.22
17	Transit Schedule Planner	\$45.90	\$47.28	\$48.23	\$49.19
18	<b>Supported Employee Associate</b>				
19	Supported Employee Associate - 1	\$22.01	\$22.67	\$23.12	\$23.58
20	Supported Employee Associate - 2	\$24.78	\$25.52	\$26.03	\$26.55
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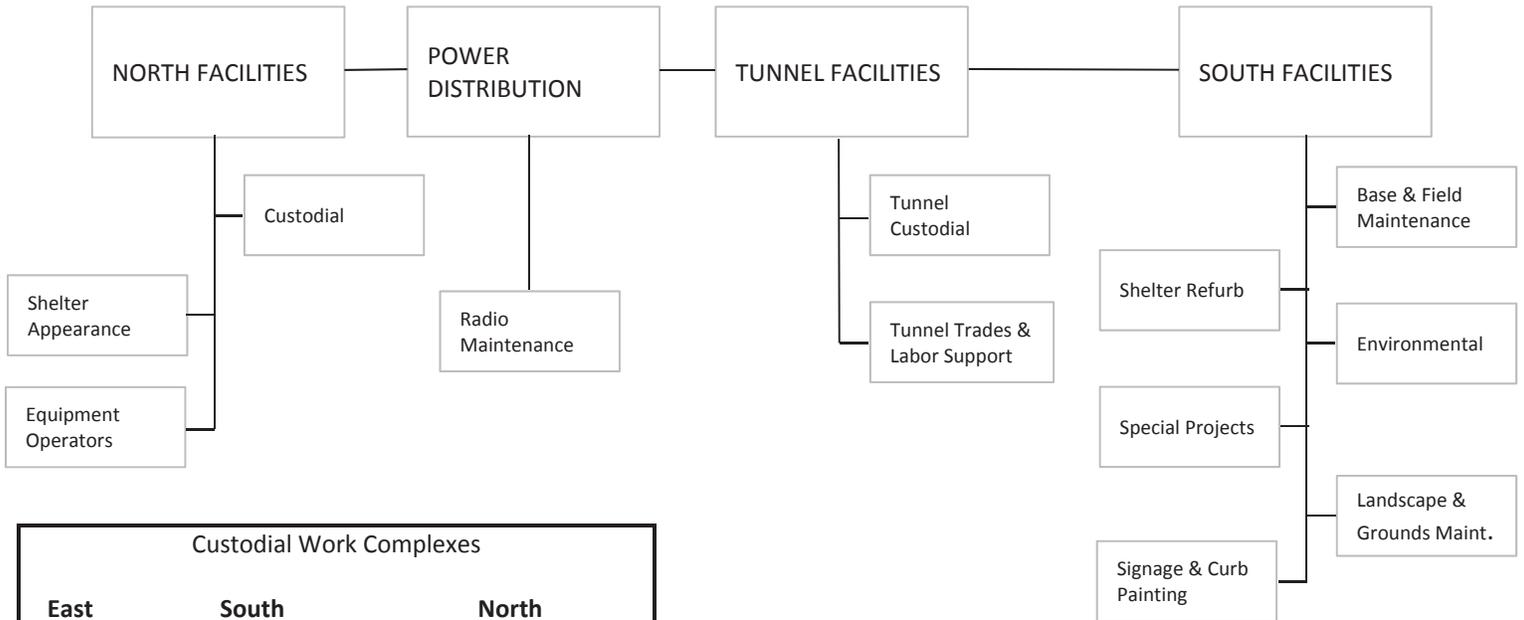
**EXHIBIT B – STATE AND CITY RETIREMENT PLANS**

Questions regarding state or city retirement should be directed to King County’s Benefits Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers are as follows:

Department of Retirement Systems  
Public Employees Retirement System  
P.O. Box 48380  
Olympia, WA 98504-8380  
(360) 664-7000  
(800) 547-6657  
[www.drs.wa.gov](http://www.drs.wa.gov)

City Retirement Office  
720 Third Avenue, Suite 900  
Seattle, WA 98104-1829  
(206) 386-1293  
[www.seattle.gov/retirement](http://www.seattle.gov/retirement)

## EXHIBIT C – FACILITIES ADMINISTRATIVE HEADQUARTERS



Custodial Work Complexes		
East	South	North
East Base	South Base	North Base
Bellevue Base	Safety/Training	North Fac.
Van Center	South Facilities	
	Component Supply Ctr	
	Construction Trailer	
Central		Tunnel
Central & Atlantic Base		IDS
Revenue Processing		PSS
Power Distribution		USS
Ryerson Base		WLS
Marketing		CPS
Transit Control Center		SLUS
NRV		

Scheduled overtime will be assigned to Employees who have signed the "Overtime List" first by shift, then by seniority.

<p><b>Non-Custodial Classifications:</b></p> <ul style="list-style-type: none"> <li>1st-within the area of responsibility / pick position</li> <li>2nd-within the work program, same shift, by seniority</li> <li>3rd-within the work program, by seniority</li> <li>4th-by positions assigned to the chief, by seniority</li> <li>5th-system wide, by seniority</li> </ul>	<p><b>Custodial Classifications:</b></p> <ul style="list-style-type: none"> <li>1st-within area of responsibility / pick position</li> <li>2nd-positions assigned to the same building within the complex, same shift, by seniority</li> <li>3rd-by the positions assigned to the same building within the complex, by seniority</li> <li>4th-by the positions assigned to the entire complex, including crews, by seniority</li> <li>5th-by positions assigned to the chief, by seniority</li> <li>6th-system wide, by seniority</li> </ul>
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\*On holidays, employees usually scheduled to work that day take precedence over employees on RDO's.

**EXHIBIT D**  
**TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES**

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**EXHIBIT D**  
**AGREEMENT BETWEEN**  
**AMALGAMATED TRANSIT UNION, LOCAL 587**  
**AND**  
**KING COUNTY METRO TRANSIT**  
**TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES**

**PARTIES TO THE AGREEMENT**

This AGREEMENT is made and entered into by and between KING COUNTY DEPARTMENT OF METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, 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 Division, and the UNION. When the term “this AGREEMENT” is used herein, it refers to Exhibit D, the Terms and Conditions of Employment for Rail Employees.

**PREAMBLE**

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees who work in the RAIL Division. The PARTIES agree that the Collective Bargaining Agreement, of which this AGREEMENT is Exhibit D, does not apply to Employees in the RAIL Division except to the extent that provisions of that AGREEMENT , in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the PARTIES agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a 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 term “negotiate”, as used in this AGREEMENT, shall mean the duty to meet upon  
4 request and negotiate with an intention of arriving at an agreement. Unless specifically stated, the  
5 use of this term does not require that the issue be submitted to arbitration if no agreement is reached.

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

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

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

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

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

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

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

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

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

10 **CONVENTIONS**

11           The PARTIES agree that the term “Employee” (upper case E), whenever used, whether

12 singular or plural, means and applies to those employees of METRO included within the UNION,

13 and that this AGREEMENT covers only those Employees.

14           References to an Article shall mean the respective Article of this AGREEMENT, unless

15 otherwise specified.

16           References to a Section shall mean the respective Section of the Article of this AGREEMENT

17 in which the reference is contained, unless otherwise specified.

18           References to a Paragraph shall mean the respective Paragraph of the Section and Article of

19 this AGREEMENT in which the reference is contained, unless otherwise specified.

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

21           The term “Bus”, as used in “Bus position”, “Bus Employee”, etc., shall refer to positions,

22 Employees, etc., involved in the provision of bus transit services, and excluding RAIL positions,

23 RAIL Employees, etc., involved in the provision of RAIL services.

24           The term “RAIL” shall refer to the Rail Division of METRO as created to operate the light

25 rail and streetcar service.

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

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

28           The abbreviation “LCC” stands for Link Control Center.

1 The term “Streetcar” shall refer to the South Lake Union Streetcar (“SLUS”) and the First Hill  
2 Streetcar (“FHSC”).

3 The term “Link Light Rail” (LLR) shall refer to Sound Transit Link Light Rail.

4 DOCUMENTS:

5 a. The “COLLECTIVE BARGAINING AGREEMENT” shall mean the  
6 AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING  
7 COUNTY METRO TRANSIT, of which this 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 Division of the King County Department of Metro Transit, (henceforth referred  
14 to as RAIL) which are listed in Exhibit RA (to Exhibit D). Current or future Employees assigned to  
15 perform work which historically or traditionally has been UNION work at RAIL or its successors, or  
16 which is agreed or legally determined to be UNION work, also shall be covered by the terms of this  
17 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. All Employees covered under the terms of this AGREEMENT may voluntarily  
24 join the UNION. METRO, including its directors, managers and supervisors, shall remain neutral on  
25 the issue of whether any Employee should join the UNION or otherwise participate in UNION  
26 activities.

27 B. Upon a written authorization by an individual Employee, METRO shall deduct  
28 from the pay of such Employee the amount of dues, fees, and assessments, including COPE (or

1 similar funds), as certified by the UNION, and remit such amount to the UNION. METRO shall  
2 honor the terms and conditions of each Employee's written payroll deduction authorization(s). If the  
3 UNION makes a material modification to its current payroll deduction authorization card, the  
4 UNION agrees to provide METRO with the new card at least 30 days prior to its use. Upon request,  
5 the UNION shall meet with METRO, no less than 14 days prior to the use of the new card, to discuss  
6 any objections to the payroll deduction authorization card that METRO may have.

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

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

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

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

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

27           ***SECTION 4 – UNION ACCESS***

28           METRO shall provide the UNION with access to its facilities for the purpose of presenting

1 membership information to new employees, consistent with the requirements of RCW 41.56.037.  
2 Duly authorized UNION officials shall be allowed to engage in membership outreach activities on  
3 METRO's property, provided the UNION officials do not interfere with the business of METRO. If  
4 either PARTY has concerns about access to the property, a UNION official's conduct or attire, or  
5 METRO's responses to the UNION official's presence, they will notify the PARTY's upper  
6 leadership and they will take immediate action to address the concerns.

7 **SECTION 5 – UNION INSIGNIA**

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

11 **SECTION 6 – MANAGEMENT RIGHTS**

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

17 **SECTION 7 – UNION BULLETIN BOARDS**

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

27 **SECTION 8 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

28 A. The PARTIES agree to maintain a committee to be known as the "Labor-

1 Management Relations Committee". This committee shall be scheduled to meet monthly for the  
2 purpose of discussing, approving, and/or proposing resolutions to:

3                   1. Issues or problems of RAIL policy which affect the UNION and which  
4 either PARTY requests be placed on the agenda.

5                   2. Issues or problems of contract administration, other than formal grievances  
6 which are being processed, unless mutually agreed by the PARTIES.

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

8                   4. Other matters of mutual concern.

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

12                   C. The PARTIES will also charter the following Joint Labor-Management Relations  
13 Committees:

14                   1. LLR Operations.

15                   2. Streetcar Operations.

16                   3. Other Joint Labor-Management Relations Committees on an as-needed  
17 basis by mutual agreement.

18                   **SECTION 9 – JOINT SAFETY AND HEALTH COMMITTEE**

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

24                   METRO is committed to providing a safe workplace and wishes to increase communication  
25 about safety concerns to Employees through their UNION. METRO and the UNION shall convene  
26 a special work group to assess the UNION's concerns about METRO's compliance with safety laws  
27 and regulations. The special work group shall consist of two members appointed by METRO and  
28 two members appointed by the UNION. The work group shall: 1) review METRO's compliance

1 with safety laws and regulations; 2) make recommendations, as appropriate, for changing workplace  
2 processes and procedures; 3) assess what training may be required by law; 4) assess whether  
3 METRO's staff is conducting sufficient investigations into workplace accidents and assess what  
4 training may be required relating to investigations; and 5) make recommendations about how to  
5 enforce safety rules in the workplace.

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

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

16 ***SECTION 10 – JOINT SECURITY STEERING COMMITTEE***

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

21 ***SECTION 11 – ONGOING NEGOTIATIONS CONCERNING THE GROWTH OF***  
22 ***STREETCAR AND LINK LIGHT RAIL***

23 A. During negotiations, the PARTIES discussed the growth of Streetcar operations  
24 in Seattle.

25 1. The City of Seattle is currently planning a connection between the South  
26 Lake Union Streetcar and the First Hill Streetcar, informally known as the Connector.

27 2. The PARTIES concluded that several areas of Exhibit D of the Collective  
28 Bargaining Agreement (the RAIL AGREEMENT) should be revisited and possibly updated to

1 account for the growth of the Streetcar operations.

2                   3. Upon the finalization of plans for the Connector, the PARTIES agree to  
3 reopen the provisions of Exhibit D (the RAIL AGREEMENT) in order to evaluate whether the needs  
4 of the UNION and RAIL are met, given the expansions of Streetcar operations in Seattle. A special  
5 negotiations committee will be formed for the purpose of negotiating changes to the Collective  
6 Bargaining Agreement to address this growth.

7                   4. Additionally, the PARTIES shall reopen and negotiate in good faith any  
8 changes that are needed in order to facilitate the opening of service on the Connector line.

9                   B. During negotiations, the PARTIES discussed the growth of Link Light Rail  
10 operations.

11                   1. Sound Transit is currently planning the expansion of Link Light Rail.

12                   2. The PARTIES concluded that several areas of Exhibit D of the Collective  
13 Bargaining Agreement (the RAIL AGREEMENT) should be reopened to account for the growth of  
14 Link operations.

15                   3. Additionally, the PARTIES shall reopen and negotiate in good faith any  
16 changes that are needed in order to facilitate the opening of service for the Northgate Link Light Rail  
17 Extension.

18                   **SECTION 12 – COMMITTEE SELECTIONS**

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

21                   **SECTION 13 – PRINTING OF THE AGREEMENT**

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

25                   **SECTION 14 – COMMITTEE TO ADDRESS EMPLOYEE FATIGUE**

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

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

4                   3. This Committee will be responsible for identifying its own goals, timelines, and  
5 deliverables.

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

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

12                   6. The Committee shall develop recommendations to address Employee fatigue that  
13 include, but are not limited to, changes to METRO's policies and changes to the Collective  
14 Bargaining Agreement. The Committee's recommendations are not binding on METRO or the  
15 UNION. Any recommendations that lead to changes to the Collective Bargaining Agreement must  
16 be negotiated by the PARTIES and agreed to by both the UNION and METRO.

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

20                   **SECTION 15 – EMPLOYEE DEVELOPMENT COMMITTEE**

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

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

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

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

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

9                   D. This Committee will have the power to review, evaluate, and make  
10 recommendations to improve METRO's work rules, policies, procedures, contract language, and  
11 other practices related to employee development. The Committee's recommendations shall be made  
12 to the Labor Management Relations Committee (referenced in Article R1.8 of this AGREEMENT  
13 and also known as the Joint Leadership Group) or referred to a collective bargaining process for  
14 consideration and are not binding. Any recommendations that lead to changes to this AGREEMENT  
15 must be negotiated by the PARTIES and agreed to by both the UNION and METRO.

16                   E. This Committee will make a quarterly report of its actions to a meeting of  
17 the LMRC (referenced in Article R1.8). This report shall, at a minimum, include a summary of all  
18 meetings held, and an outline of progress made with regard to topics or tasks assigned by the LMRC.

19                   F. METRO will provide Employees sufficient time to perform their duties as  
20 Committee members. Instances of denied detail time should be reported to the LMRC (referenced in  
21 Article R1.8).

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

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

26 **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

27                   ***SECTION 1 – MERIT SYSTEM AND HIRING***

28                   A. The PARTIES are committed to providing equal employment opportunity for all

1 new applicants for employment, as well as for present Employees. METRO shall recruit, select, and  
2 promote employees and/or individuals from the community workforce on the basis of their relative  
3 knowledge, skills and abilities, and in accordance with King County’s equal employment opportunity  
4 and affirmative action policies. Upon request, METRO will inform Employees of the knowledge,  
5 skills and abilities that are the subject of interviews or role-plays for UNION positions.

6           **B.** Career Service and Term-Limited Temporary (TLT) Employees, as defined in  
7 Article R26, who apply for a bargaining unit position and meet the minimum qualifications shall  
8 proceed to the next step in the hiring process.

9           **C.** Employees are encouraged to apply for bargaining unit positions. They may apply  
10 and compete with external candidates. Employees will receive an additional 5% on any passing test  
11 scores. Employees who are advanced to the interview stage will receive an additional 5% added to  
12 their interview scores. If an external and internal candidate are equally qualified for a bargaining unit  
13 position, hiring preference will go to the internal candidate.

14           **D.** After the recruitment process is completed, METRO will offer to meet with the  
15 Employee to review the process and provide feedback on how to improve as a candidate and/or offer  
16 resources to better prepare for future requirements.

17           ***SECTION 2 – NONDISCRIMINATION***

18           Personnel policies concerning hiring and placement, conditions and privileges of  
19 employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other  
20 related programs are administered on the basis of merit and without regard to an Employee’s race,  
21 creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status,  
22 disability, or liability for service in the Armed Forces of the United States. The PARTIES pledge to  
23 comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of  
24 1972, the State Law Against Discrimination, and any similar or related federal and state laws and  
25 regulations which prohibit discrimination based on an Employee’s race, creed, color, religion,  
26 national origin, political affiliation, age, sex, sexual orientation, marital status, or disability, except as  
27 specifically exempted by a bona fide occupational qualification. Any employee of METRO who  
28 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary

1 action.

2 **ARTICLE R3: GENERAL CONDITIONS**

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

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

9 ***SECTION 2 – TECHNOLOGICAL CHANGE***

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

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

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

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

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

22 ***SECTION 4 – PAYROLL DEDUCTIONS***

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

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

27 A. On Routes: RAIL will arrange for access to adequate restrooms to be used by  
28 Employees in Link Light Rail and Streetcar shall take all reasonable steps to ensure each restroom's

1 sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to  
2 each LINK terminal, and at least one terminal of the Streetcar line. Employees shall have sufficient  
3 time to walk to and use the restroom. If Employees have concerns about the distance to or adequacy  
4 or restroom facilities along a route, or concerns about schedules that they believe have insufficient  
5 time at the end of the line to access and use a restroom, then Employees should submit a request for  
6 action through the Comfort Station Coordinator and the Schedule Maker.

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

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

#### 12 ***SECTION 6 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

#### 21 ***SECTION 7 – DEFECTIVE EQUIPMENT***

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

24 If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for the  
25 Employee's reasonable attorney fees for litigating the fine. If an Employee receives a fine for  
26 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees  
27 for litigating the fine. This shall not apply where an Employee was aware of or should have been  
28 aware of and failed to report the defective equipment and/or missing equipment for which the fine

1 was issued.

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

3 No Employee shall be required to take a lie detector test or be subject to unlawful  
4 surveillance. Random or indiscriminate surveillance will not be made by means of recording  
5 equipment and/or telephones without advance consent from the President/Business Representative of  
6 the UNION, unless such surveillance is for the security of the public and/or Employees or for the  
7 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be  
8 disciplined for work conduct observed on a security surveillance system, except for conduct  
9 constituting a major infraction as listed in Article R4, Section 3.

10 **SECTION 9 – SERVICE LETTER**

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

13 **SECTION 10 – METHOD OF NOTIFICATION**

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

19 **SECTION 11 – SUBCONTRACTING**

20 **A.** RAIL’s choice to use METRO Employees to perform RAIL work does not  
21 constrain RAIL from selecting outside contractors in other instances. However, prior to RAIL  
22 contracting out work that has been normally and historically performed by Employees, the PARTIES  
23 acknowledge that they must reach an agreement to do so. RAIL affirms the value of having  
24 Employees performing regular ongoing work associated with King County’s role to operate and  
25 maintain Link Light Rail.

26 **B.** Nothing in the AGREEMENT affects the rights and remedies that are available to  
27 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)  
28 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this

1 AGREEMENT.

2 **SECTION 12 – VENDING MACHINE PROCEEDS**

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

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

10 **SECTION 13 – PROBATIONARY PERIOD**

11 A. Each RAIL Employee shall have a probationary period commencing with their  
12 date of employment. Upon satisfactory completion of probation, the Employee will enjoy all rights  
13 of regular Employee status. Any Employee who came from a Bus position to RAIL and who fails  
14 probation for any reason, other than committing a major infraction, will be returned to their Bus  
15 position. Any Employee hired from the street who fails probation will be terminated from METRO.

16 B. All RAIL classifications shall have a six-month probationary period. However,  
17 Rail Supervisors shall have a twelve-month probationary period.

18 **SECTION 14 – SPECIAL DUTY ASSIGNMENTS**

19 A. Definitions:

20 1. Special Duty Assignment – When an Employee in a Base Position is  
21 temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise  
22 the majority of the work performed for a minimum of 45 days. Term-Limited Temporary (TLT)  
23 Employees are not eligible for Special Duty Assignments.

24 2. Base Position – The Employee’s underlying position where they hold seniority, while on  
25 Special Duty Assignment.

26 3. Bargaining Unit Position – The bargaining unit position that represents the Employee’s  
27 regular Base Position.

28 4. Special Duty Bargaining Unit Position – The bargaining unit that represents the special

1 duty position or body of work, outside the bargaining unit.

2           **5. Detail Assignment** – When a UNION member is chosen to perform work by the UNION  
3 and work is paid for by the UNION. A UNION detail will be in accordance with Article R10,  
4 Section 3.

5           **6. Working out of classification/upgrade** – When an Employee in a Base Position is  
6 temporarily assigned the duties of a higher paid classification for less than 45 calendar days.  
7 Employees working out of classification may not be required to perform all the responsibilities of the  
8 higher-level classification.

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

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

16                   **C.** Where a vacancy occurs in any position within in the bargaining unit, which is to  
17 be filled by a Special Duty Assignment, Employees of METRO who are capable and desirous of  
18 doing the work shall be given first consideration before any outside help is employed. Such vacancy  
19 shall be posted and filled in accordance with METRO’s Merit System per Article R2, Section 1.  
20 Among Employees seeking any such position, seniority shall be considered in filling the position.

21                   **D.** The posting obligation for a Special Duty Assignment shall be triggered when a  
22 vacancy is foreseen to be filled for 45 days or longer. In the interim, METRO may fill the work  
23 consistent with this AGREEMENT, until the Employee is selected from the posting process. The  
24 terms for Special Duty Assignments are as follows:

25                           **1.** 45 days to Twelve Months – Shall be approved by METRO to provide  
26 additional staffing:

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

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

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

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

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

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

13                                  **2.** Up to Two Years – Shall be approved by METRO to perform a significant  
14 or substantial body of work such as a non-routine project or related to the initiation or cessation of a  
15 County function, on a clearly defined grant-funded or capital project.

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

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

23                                  **G.** Compensation, hours of work, and applicable contractual working conditions shall  
24 be consistent with the Special Duty bargaining unit's collective bargaining agreement from the time  
25 the Employee is placed in the assignment until the time the Employee returns to their bargaining unit  
26 position. Contractual provisions relating to the base bargaining unit's position (i.e. reduction in force  
27 and seniority) shall continue to apply during the Special Duty Assignment.

28                                  **H.** An Employee on Special Duty Assignment will be placed at the first step of the

1 Special Duty classification pay range or given a flat 5% above the Employee's bargaining unit  
2 position rate of pay, whichever is higher. Shift differentials will not be included when calculating  
3 Special Duty pay rate. An Employee who accepts a Special Duty Assignment to a lower paid  
4 position shall receive the wage rate for such lower paid position.

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

8 J. Paid leave (e.g. vacation, sick, AC, bereavement) while on a Special Duty  
9 Assignment shall be at the Employee's Special Duty pay rate. If the Special Duty Assignment is  
10 FLSA non-exempt, the Employee's Special Duty pay will be used for the computation of overtime  
11 and AC time.

12 K. An Employee on Special Duty Assignment will continue to advance through the  
13 pay steps of their Base Position pay range while on Special Duty. If an Employee who served in the  
14 Special Duty Assignment is hired into the position, the Employee shall be credited pay steps for time  
15 served on the Special Duty Assignment. When the Special Duty Assignment is completed, the  
16 Employee's pay shall revert to the Base Position pay rate the Employee would have received if the  
17 Employee had not been on a Special Duty Assignment.

18 L. If the Special Duty position is converted to a Career Service position, and the  
19 Employee who served in the Special Duty Assignment is hired into the Career Service position, the  
20 Employee shall receive credit towards their probationary period for time served in the Special Duty  
21 Assignment. If the time served in the Special Duty position was longer than the required  
22 probationary period for that position, an Employee who has 90 days or more of continuous  
23 employment in the classification at the time of selection, the probationary period shall be reduced by  
24 90 days.

25 M. An Employee's Special Duty Assignment will end when METRO becomes aware  
26 that the Employee working the Special Duty Assignment will be absent exceeding 30 calendar days  
27 or at the conclusion of a 30-day absence, whichever occurs first.

28 **SECTION 15 – WORKING OUT OF CLASSIFICATION/UPGRADE**

1           **A. Working** out of classification/upgrade occurs when an Employee in a Base Position is  
2 temporarily assigned the duties of a higher paid classification for less than 45 calendar days.  
3 Employees working out classification/upgraded may not be required to perform all the  
4 responsibilities of the higher-level classification.

5           **B.** All assigned work performed in a higher paid classification as working out of  
6 classification or upgrade will be paid a minimum of two hours at the rate of the higher paid  
7 classification. When an Employee is assigned such work for more than two hours up to and  
8 including four hours, they will be paid at such rate for four hours. When an Employee is assigned  
9 such work for more than four hours, they will be paid at such rate for eight hours and will be paid at  
10 the overtime rate for such classification, if applicable, for time in excess of eight hours.

11           **C.** While working out of classification, the Employee will receive 5% working out of  
12 classification pay premium, however the increase may not exceed the top step of the position. Shift  
13 differentials will not be included when calculating 5% working out of classification pay premium.  
14 Any overtime earned while working out of classification will include the 5% premium. Paid leave  
15 (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the  
16 rate of the Employee's bargaining unit position (without the 5% working out of classification pay  
17 premium).

18           **D.** If a working out of classification assignment exceeds 44 consecutive calendar  
19 days, the assignment will be converted prospectively to a Special Duty Assignment and must be  
20 posted for all bargaining unit members.

21           **E.** If an Employee is assigned work in a lower paid classification, such Employee  
22 shall not suffer any reduction in wages.

23           **F.** While working out of classification, this AGREEMENT shall continue to apply  
24 with the exception of specific work rules associated with the out-of-classification bargaining unit.

25           ***SECTION 16 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATORY***  
26 ***(AC) DONATION***

27           **A.** Each calendar year, an Employee may donate up to 50% of their available vacation  
28 leave and up to 100% of their AC time, in eight-hour increments, to individuals employed by King

1 County.

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

4           **C.** Donated vacation, sick leave and AC time become the property of the recipient.  
5 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,  
6 sick leave, and AC time may be donated only to an individual employed by King County who has  
7 exhausted or will have exhausted, within five calendar days following receipt of the donation request  
8 in the Payroll Section, their sick leave, vacation leave and AC time.

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

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

17           ***SECTION 17 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR***

18           **A.** The PARTIES agree that because of the small size of the Streetcar operation, there  
19 shall be variations from the usual, customary and historic work jurisdiction rules and practices that  
20 have been established in the Bus AGREEMENT. RAIL shall generally respect the classification  
21 boundaries that are established in the classification specifications for Streetcar jobs; however it is  
22 agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be  
23 expected to perform work for which they have not been adequately trained or which is unsafe.

24           **B.** If the UNION believes that cross-classification work has exceeded an incidental  
25 amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the  
26 UNION's concerns over staffing levels and work assignments. Following growth of the Streetcar  
27 operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the  
28 larger, more established workforce.

1           **SECTION 18 – 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. LLR Operators, LLR  
4 Supervisors, Streetcar Operators, O&M Supervisors, and Rail Signal and Communications  
5 Technicians do not receive a designated meal period. Additionally, Employees in these job  
6 classifications will be entitled to meal and rest periods only as described in this AGREEMENT, and  
7 not those provided by state law. Meal and rest periods for other Employees covered by this  
8 AGREEMENT have also been negotiated in ways that supersede State provisions in whole, or in part.

9           **SECTION 19 – EMPLOYEE RECOGNITION**

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

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

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

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

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

1 **ARTICLE R4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

3 A. The PARTIES believe in the notion of positive intent, with all Employees striving  
4 to perform at their personal best. RAIL and the UNION endeavor to create a work environment that  
5 is both Employee and service oriented. To best accomplish this goal, the PARTIES acknowledge that  
6 there are positive approaches to correct Employee job performance (e.g. coaching, counseling,  
7 training, etc.) that serve as an alternative approach to discipline.

8 The intent of discipline is corrective, rather than punitive, in nature and is subject to just  
9 cause.

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

14 B. The intent of this Article is to provide Employees the opportunity to take  
15 responsibility for performance and attendance issues while maintaining positive, two-way  
16 communication with RAIL. METRO shall not discipline Employees based on anonymous or  
17 unsubstantiated complaints.

18 C. Upon request, all Employees are entitled to UNION representation during any  
19 formal discipline. Employees will be permitted to review their disciplinary record or attendance  
20 record upon advance notice to their Chief/Superintendent.

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

26 E. An Employee called as a witness by RAIL, during an investigation or hearing,  
27 shall receive regular compensation as set forth in Article R10, Section 10.

28 F. The RAIL Manager is responsible for identifying the procedures governing RAIL

1 Operations. These processes will be defined in the issuance, control and modification of Directives,  
2 Rules, Standard Operating Procedures (SOPs), Standard Maintenance Procedures (SMPs), Notices,  
3 Long-Term Special Instructions and Train Orders.

4 **G.** *The Rulebook*, the official handbook of the RAIL Division will specify the rules,  
5 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.  
6 If it is necessary to revise or change *The Rulebook*, the revisions or changes will be discussed with  
7 the UNION before implementation. *The Rulebook* will be available at RAIL bases.

8 **H.** A UNION-represented Employee will not issue discipline to another UNION-  
9 represented Employee.

10 ***SECTION 2 – METHOD OF NOTIFICATION***

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

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

21 **B.** During an investigation, at the discretion of RAIL, an Employee may be placed on  
22 Paid Administrative Leave (PAL).

23 ***SECTION 3 – CATEGORIES OF INFRACTIONS***

24 When an Employee’s behavior rises to the level of an infraction, RAIL shall categorize the  
25 infraction as a minor, serious, or major infraction. The level of infraction shall serve as a basis for  
26 evaluating the appropriate level of progressive discipline under the principles of just cause.

27 Employee infractions shall be categorized for the purpose of ensuring that METRO issues fair,  
28 consistent, and unbiased levels of discipline, and so that discipline can be corrective, rather than

1 punitive, where appropriate.

2 **A. MINOR INFRACTIONS**

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

11 **B. SERIOUS INFRACTIONS**

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

15 **2.** Additionally, in recognition of the stringent industry requirements, RAIL  
16 may determine that an infraction is misconduct, negligence, or a serious performance problem, which  
17 warrants discipline under the just cause standard. Discipline in this category will result in  
18 suspension, as described below, with subsequent violations resulting in additional suspensions of  
19 greater length, return to a prior Bus-side position, or termination from METRO.

20 **a.** The following will be considered examples of serious infractions –  
21 negligence and will result in a one-day suspension, except as noted, for the first violation. Additional  
22 violation(s) in a one-year period will result in further discipline up to and including termination from  
23 RAIL with return to the Employee's Bus position or termination from METRO based on the just  
24 cause standard.

25 **1.** Signal violation\*

26 **2.** Switch violation\*

27 \* Signal and switch violations related to the same move may be considered a single infraction. The  
28 first one-day suspension in any twelve month period for either a signal or switch violation will be

1 held in abeyance for one year. If no further serious infraction occurs in the twelve month period, the  
2 suspension will be converted to a written reprimand and all reference to the one-day suspension will  
3 be expunged from the Employee's personnel file.

- 4 3. Opening the door on the wrong side of the vehicle.
- 5 4. Opening the door away from a platform without  
6 authorization.
- 7 5. Reverse running a train on the mainline without LCC  
8 authorization.
- 9 6. Violation of the conditions of a work zone, walking  
10 inspection, slow zone,  
11 Failure to check under and
- 12 7. Train wayside error resulting in a conflicting move.
- 13 8. Backing a train on the mainline without LCC authorization  
14 and a flagger.
- 15 9. Violation of a Train Order or Special Instruction.
- 16 10. Violations of any operating rule which requires notification  
17 to and permission from LCC prior to proceeding.
- 18 11. Operating in excess of the posted speed.
- 19 12. Failure to check under and around an LRV prior to  
20 movement.

21 **b.** In recognition of the stringent industry requirements, for the purpose  
22 of evaluating an Employee's eligibility for promotion, a first one-day suspension in the following  
23 categories will be treated by King County as a written reprimand: opening the door on the wrong  
24 side of the vehicle, opening the door away from a platform without authorization and train wayside  
25 error resulting in a conflicting move. A one-day suspension notice under this paragraph shall contain  
26 this discipline equivalency disclaimer.

27 **c.** A RAIL Employee discharged for a serious infraction will be  
28 returned to their former Bus classification on an assignment mutually agreed by the PARTIES. All

1 RAIL infractions shall remain on such Employee's permanent METRO record.

2 **C. MAJOR INFRACTIONS**

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

9 **D. ACCIDENTS**

10 Discipline for accidents will be issued according to the rules, procedures, and review process  
11 contained in the Accident Preventability Determination procedure. Any additional work rules or  
12 behavioral issues in conjunction with an accident may result in coaching/counseling if the accident is  
13 deemed non-preventable, unless the conduct rises to the level of a major infraction. In situations  
14 where there has been a preventable accident as well as a separate infraction, an Employee will not be  
15 subject to double jeopardy (receiving accident points and being additionally disciplined for the same  
16 infraction).

17 **SECTION 4 – TYPES OF DISCIPLINE**

18 **A.** Types of discipline shall include oral reminders, written reminders, disciplinary  
19 probation, demotion, suspension and discharge.

20 **B.** To determine the appropriate level of discipline, the seriousness of the infraction  
21 should be considered as well as other factors, including, but not limited to: Liability, injury, threat  
22 and response, the Employee's state of mind, the Employee's record, repeated behavior, the  
23 Employee's tenure, etc. Factors may also include the Employee's training record, whether the  
24 actions of others contributed to the event, and whether the Employee's actions were willful.

25 **C.** Oral and written reminders will be given to the Employee by their immediate  
26 supervisor for infractions. For an oral reminder, the immediate supervisor will file a memo (copy) in  
27 the Employee's service record covering the contents and cause for the reminder within a reasonable  
28 time after the infraction. The Employee shall sign the memo to acknowledge receipt of the oral

1 reminder. For written reminders, an explanation will be given to the Employee in writing, with a  
2 copy filed in the Employee's service record within a reasonable time after the infraction. The  
3 Employee shall sign the written reminder to acknowledge receipt of same.

4           **D.** Explanation of the suspension of any Employee by RAIL shall be given to the  
5 Employee in writing.

6           **E.** Whenever RAIL discharges an Employee, explanation of the discharge will be  
7 given to the Employee in writing.

8           ***SECTION 5 – DECISION MAKING LEAVE***

9           At RAIL's discretion, an Employee may be offered a day of paid decision-making leave when  
10 RAIL believes an Employee is at a critical juncture in their career, where they may be facing  
11 significant discipline, such as termination from employment. The purpose of this leave is to provide  
12 an Employee with the opportunity to consider their conduct in the workplace, to understand that they  
13 are facing significant discipline, and consider their ongoing employment at RAIL. Decision-making  
14 leave will typically be offered after RAIL has completed an investigation and has proposed  
15 discipline.

16           During the day of decision-making leave, the Employee must create a plan for avoiding  
17 further misconduct or discipline. Upon return from leave the Employee will be required to discuss  
18 that plan with their supervisor. As a result of this discussion, RAIL may determine not to impose  
19 traditional discipline.

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

23           ***SECTION 6 – REMOVING INFRACTIONS***

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

1 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be  
2 maintained.

3 **SECTION 7 – PROBATION AND RAIL CARDS**

4 A. Except as noted below for former Bus Employees, probationary Employees who  
5 are not satisfactory, in the judgement of RAIL, will be discharged from METRO. A RAIL Employee  
6 who has come from Bus and who is not satisfactory, in the judgement of RAIL, or who quits RAIL  
7 during probation, shall be returned to their former Bus position. Operators will be returned to their  
8 last picked base per Article 15, Section 5 and Article 16, Section 5 of the Bus AGREEMENT. The  
9 Employee will not be off work without pay for more than five weekdays. Any RAIL infractions will  
10 remain on their METRO record. This Paragraph does not apply to a RAIL Employee who is  
11 discharged for committing a major infraction.

12 B. A RAIL Operator who comes from Bus and is required to have a Rail card, and  
13 who fails to recertify their Rail Card will be removed from RAIL and returned to Bus. Unless  
14 mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section  
15 5, or Article 16, Section 5 of the Bus AGREEMENT. The Employee will not be off work without  
16 pay for more than five weekdays.

17 C. Discharges and removals during the probationary period are not subject to the  
18 grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon  
19 request, have the right to a termination review. The termination review must be requested within 15  
20 days of the notification of discharge. RAIL will schedule the termination review and respond to the  
21 UNION, in writing, within a reasonable time.

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

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

25 **SECTION 9 – WRONGFULLY SUSPENDED OR DISCHARGED**

26 A. If, after review of a suspension or discharge, it is mutually agreed that an  
27 Employee who was suspended or discharged was completely blameless of charges regarding the  
28 offense, they shall be reinstated to their former position without loss of seniority and will be paid

1 wages lost as though they had not been suspended or discharged. No entry shall be made on the  
2 Employee's record of such suspension or discharge.

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

6 ***SECTION 10 – LAST CHANCE AGREEMENTS***

7 Any last chance agreement or retention of employment agreement must be signed by the  
8 Employee and the President/Business Representative/designee of the UNION and METRO.

9 **ARTICLE R5: GRIEVANCE AND ARBITRATION**

10 ***SECTION 1 – CUSTOMER COMPLAINTS***

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

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

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

24 **C.** If the complainant agrees to disclose their name and number to the UNION but not  
25 to the grievant, RAIL shall provide the name and number to the UNION designee. The UNION  
26 designee shall not disclose the complainant's name or number to the grievant. When the UNION  
27 designee makes inquiries to the complainant, they shall explain that the complainant's name and  
28 number will not be disclosed to the grievant.

1                   **SECTION 2- GRIEVANCE PROCEDURE**

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

7                   **B.** If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as  
8 specified in Article R8, Section 3, the time limit will be extended until 5:00 p.m. on the following  
9 business day. Time limits defined in this Section may be extended by a written agreement between  
10 the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit  
11 all rights and claims to the grievance; and the grievance shall be considered resolved in the other  
12 PARTY’s favor; it being understood that such forfeiture does not decide the merits or establish a  
13 precedent. This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the  
14 response deadline, the UNION has the right to move the grievance to the next step. If the UNION  
15 fails to move the grievance to the next step by the deadline or notify RAIL of its intent to not pursue  
16 the grievance, RAIL will send a written notice requiring the UNION to respond or withdraw within  
17 30 days of the notice.

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

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

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

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

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

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

21 **Step 2 – The Employee’s Section Manager:** The grievance shall be presented  
22 to the Section Manager/designee. Thereafter, the Section Manager/designee shall meet with the  
23 Employee and the UNION Business Representative/designee to review and discuss the grievance  
24 within 15 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the  
25 PARTIES. If a grievance involves discipline, the person who issued the discipline will not conduct  
26 the meeting. METRO shall, within 15 days following the meeting, notify the UNION in writing of  
27 its decision via the mutually agreed upon electronic method. The UNION Business  
28 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.

1 Such referral must be in writing and sent via the mutually agreed upon electronic method.

2                   **Step 3 – Transit Labor Relations:** The grievance shall be presented to Transit  
3 Labor Relations. Thereafter, the Employee and UNION Business Representative/designee will meet  
4 with a committee consisting of a Transit Labor Relations designee, Section Manager/designee and  
5 other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall  
6 be held within 15 days after receipt of the Step 3 referral, unless a later date is mutually agreed by the  
7 PARTIES. METRO shall, within 15 days from the meeting, notify the UNION in writing of its  
8 decision via the mutually agreed upon electronic method. If no agreement can be reached at Step 3,  
9 the UNION Business Representative/designee may appeal to arbitration by notifying Transit Labor  
10 Relations in writing. Such referral must be in writing and sent via the mutually agreed upon  
11 electronic method, within 60 days after the UNION receives the Step 3 decision.

12                   **G.** If a grievance arises that involves an Employee’s discharge, it shall be handled in  
13 the following manner:

14                   **Step 1 – The Employee’s Section Manager:** Within 15 days of the act or  
15 knowledge of the act being grieved, the Employee shall present the written grievance to their  
16 immediate Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is  
17 unavailable, then to any Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged  
18 Employee may choose to appeal their discharge to the King County Personnel Board. Such appeal  
19 will withdraw and void any grievance filed through the UNION procedure. If the Employee chooses  
20 to be represented by the UNION, they waive any right to appeal to the King County Personnel Board.  
21 The Employee’s immediate Section Manager/designee shall meet with the Employee and, unless  
22 UNION representation is waived in writing by the Employee, the UNION Business  
23 Representative/designee within 15 days after receipt of the grievance to discuss the grievance. The  
24 meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 15  
25 days after the meeting, notify the UNION in writing of its decision via the mutually agreed upon  
26 electronic method. Under no circumstances will METRO be relieved of the obligation to issue a  
27 written decision and if the deadline has been missed, METRO must issue the decision within five  
28 days of being notified of the missed deadline. Failure to comply with the 15 day response deadline

1 shall result in an additional day of back pay to the Employee for each day that METRO's response is  
2 late. This additional back pay shall be paid only in the event that an arbitrator returns the discharged  
3 Employee to work. If after receiving METRO's response, the UNION Business  
4 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within  
5 15 days of such notification. Such referral must be in writing and sent via the mutually agreed upon  
6 electronic method.

7           **Step 2 – Transit Labor Relations:** The grievance shall be presented to Transit Labor  
8 Relations. Thereafter, the Employee and UNION Business Representative/designee will meet with a  
9 committee consisting of a Transit Labor Relations designee, Section Manager/designee and other  
10 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held  
11 within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the  
12 PARTIES. A written decision shall be sent to the UNION within 15 days after the meeting via the  
13 mutually agreed upon electronic method. Under no circumstances will METRO be relieved of the  
14 obligation to issue a written decision and if the deadline has been missed, METRO must issue the  
15 decision within five days of being notified of the missed deadline. Failure to comply with the 15 day  
16 response deadline shall result in an additional day of back pay to the Employee for each day that  
17 METRO's response is late. This additional back pay shall be paid only in the event that an arbitrator  
18 returns the discharged Employee to work. If after receiving METRO's Step 2 response and no  
19 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to  
20 arbitration by notifying Transit Human Resources in writing. Such referral must be in writing and  
21 sent via the mutually agreed upon electronic method within 60 days after the UNION receives the  
22 Step 2 decision.

23           **H.** Time spent by Employees adjusting grievances and/or pursuing arbitration is not  
24 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during  
25 the Employee's normal working hours, the Employee will not suffer a loss in compensation.  
26 Grievances shall be heard during management's normal working hours unless stipulated otherwise by  
27 both PARTIES.

28           ***SECTION 3 – ARBITRATION PROCEDURE***

1           A. If any grievance, including discharge, cannot be amicably resolved in accordance  
2 with the provisions of the grievance procedure defined in Section 1, it may be submitted to the  
3 Arbitration Board. The Arbitration Board shall consist of one member appointed by the UNION  
4 Business Representative, one member appointed by METRO's Transit Human Resources, and an  
5 impartial arbitrator selected using the following procedure:

6                   1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators  
7 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list  
8 referred in Article 5, Section 2, Paragraph A.1 of the Bus AGREEMENT.

9                   2. The names on such list of arbitrators shall rotate and the next three  
10 arbitrators starting from the top of the list shall be polled by the UNION to determine their next two  
11 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.  
12 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.  
13 The UNION will contact the arbitrator to confirm their availability and will schedule the arbitration.  
14 The selected arbitrator will then be placed at the bottom of the list.

15                   3. The selected impartial arbitrator may hear more than one case, if mutually  
16 agreed by the PARTIES, provided said arbitrator hears and decides each case independently before  
17 proceeding to the next case.

18                   4. If the PARTIES determine that an arbitrator is unacceptable and should be  
19 removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled  
20 for more arbitrations.

21                   5. When the rotating list of arbitrators is reduced below eight names, the  
22 PARTIES must mutually select, within 10 calendar days after receipt of the Federal Mediation and  
23 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before  
24 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed  
25 at the bottom of the list.

26           B. The submission of a grievance to the Arbitration Board shall be based on the  
27 original written grievance.

28           C. No more than one grievance shall be submitted before the same arbitrator at one

1 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

2 **D.** The Arbitration Board shall settle or decide a grievance submitted for arbitration  
3 within 30 days after the date of the submission of post-hearing briefs, or after the date of the  
4 arbitration hearing if no briefs are submitted.

5 **E.** The power and authority of the Arbitration Board shall be to hear and decide each  
6 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of  
7 this AGREEMENT.

8 **1.** The Arbitration Board shall not have the authority to add to, subtract from,  
9 or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the  
10 UNION. The Arbitration Board's decision, including upholding, modifying or setting aside any  
11 disciplinary action or the award of lost wages and benefits, shall be in accordance with federal and  
12 state laws, and shall be final and binding on all parties.

13 **2.** The decision of the Arbitration Board shall be based solely on the evidence  
14 and arguments presented by the PARTIES in the presence of each other.

15 **F.** The PARTIES agree that the power and jurisdiction of any arbitrator who is chosen  
16 shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

17 **G.** If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.  
18 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each PARTY shall be  
19 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,  
20 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

21 **H.** The PARTIES agree to attend a pre-arbitration conference not later than 30 days  
22 after the arbitration is requested. The purpose of such conference shall be to discuss and narrow  
23 issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

24 **I.** The arbitration hearing shall be conducted under the rules and regulations set forth  
25 by the American Arbitration Association.

26 **J.** In proceedings involving customer complaints, where a complainant refuses to  
27 disclose their name to, call, or cooperate with the UNION, and the complainant is unwilling to testify,  
28 the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of

1 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the  
2 admissibility of customer complaints shall not be binding upon another arbitrator in another  
3 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was  
4 unwilling to speak with the UNION and unwilling to testify. Nothing in this AGREEMENT restricts  
5 a PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a  
6 complainant.

7 **SECTION 4 – EXPEDITED ARBITRATION**

8 **A.** As an alternative to the arbitration procedure outlined in Section 2, the PARTIES  
9 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either  
10 PARTY may request an expedited arbitration process. At the time of the request, the PARTY  
11 requesting an expedited arbitration shall outline the process desired. The requested expedited  
12 arbitration process may include, but is not limited to, some or all of the following characteristics as  
13 agreed by both PARTIES:

- 14 1. The PARTIES will not be represented at the hearing by attorneys;
- 15 2. The hearing will be informal and conducted under the rules and regulations  
16 set forth by the American Arbitration Association;
- 17 3. No briefs will be filed;
- 18 4. The hearing will be completed in one day with neither side being allowed  
19 more than a half a day for their presentation;
- 20 5. The arbitrator will issue a decision within two business days of the hearing  
21 with a written opinion within 30 days;
- 22 6. The arbitrator shall be mutually selected by the PARTIES.

23 **B.** If the PARTIES agree on an expedited arbitration process:

- 24 1. The power and authority of the arbitrator shall be to hear and decide each  
25 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of  
26 the AGREEMENT;
- 27 2. The arbitrator shall not have the authority to add to, subtract from, or  
28 modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.

1 The arbitrator’s decision, including upholding, modifying, or setting aside any disciplinary action  
2 and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and  
3 shall be final and binding on all parties.

4                   3. The decision of the arbitrator shall be based solely on the evidence and  
5 arguments presented by the PARTIES at the hearing.

6                   4. The expense of the impartial arbitrator shall be borne equally by both  
7 PARTIES.

8                   5. The PARTIES agree that the power and jurisdiction of the arbitrator shall  
9 be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

10                  6. Each PARTY shall be responsible for the cost of its own attorney fees.

11                  C. If the PARTIES are unable to agree within 14 calendar days of notification on an  
12 expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

13                  D. Any change to the mutually agreed upon electronic method of communication  
14 must be mutually agreed to by the PARTIES in writing.

15 **ARTICLE R6: SENIORITY**

16                   ***SECTION 1 – CALCULATING SENIORITY***

17                  A. Seniority is based on date of hire or qualification in a classification, except as  
18 otherwise provided herein. 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, in  
23 any ATU position with King County Metro or its predecessor organizations will determine seniority.  
24 New hires not currently employed in ATU positions at King County Metro will be placed after  
25 current Employees. The entire new hire group will be placed at the bottom of the seniority list for the  
26 classification. This also applies to Employees who start work in the new position on different days  
27 due to different RDO combinations.

28                  C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,

1 and assignments will be determined by seniority earned in a specific job classification.

2 **D.** For the purpose of seniority, PTO, FTO, LLR Operator and Streetcar Operator  
3 shall be considered separate classifications. All certified LLR Operators will have seniority based on  
4 their respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have  
5 seniority based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be  
6 separate classification seniority for both Streetcar and LLR Operators established as follows:

7 **1.** Streetcar Operators will have classification seniority separate from other  
8 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31,  
9 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.

10 **2.** LLR Operators will have classification seniority separate from other  
11 Operators based on FTO seniority. Anyone hired into the position of LLR Operator after October 31,  
12 2012, shall have LLR Operator seniority based on date of hire as an LLR Operator.

13 **E.** Bus Supervisors and LLR Supervisors will have separate classification seniority,  
14 within the respective section (Bus or LLR). LLR Supervisor seniority will be based on date of hire  
15 as an LLR Supervisor or LLR Supervisor-in-Training.

16 **F.** Streetcar O&M Supervisors will have seniority separate from other Supervisors.  
17 The first four O&M Supervisors have seniority based on their original date of hire into METRO.  
18 Subsequent hires will have seniority based on date of hire as Streetcar O&M Supervisor.

19 **G.** Seniority in all other RAIL classifications shall be established by date of hire into  
20 that RAIL classification, with ties broken per Paragraphs A and B.

21 **H.** An Employee who has promoted or transferred to a different classification, who  
22 returns to a previous classification, shall be reinstated to the position in seniority order that s/he  
23 previously held, except as provided in Section 2, Paragraph E.

24 **I.** An Employee who has had a non-disciplinary medical separation and who returns  
25 to their same classification within three years from the date of medical separation shall be reinstated  
26 to the seniority that they previously held. An Employee who has had a non-disciplinary medical  
27 separation and who returns to their same classification beyond three years from the date of separation  
28 will have their seniority in the job classification start on the date of their rehire. The following

1 additional rules shall apply when rehiring Employees who have had non-disciplinary medical  
2 separations (NDMSs):

3                   1. METRO shall use terminology requested by the County’s Human  
4 Resources Division (presently stated in Resources Bulletin 06-LER-01, Revised August 18, 2006) but  
5 subject to change) regarding rehire or reinstatement. However, nothing in this AGREEMENT shall  
6 prohibit METRO from negotiating a reinstatement agreement with the UNION for an Employee who  
7 has had an NDMS.

8                   2. The UNION’s Constitution and Bylaws shall determine Employee’s  
9 UNION seniority. METRO’s use of rehire or reinstatement terminology shall not be determinative in  
10 decisions as to seniority.

11                   3. A rehired Employee who had an NDMS and who returns to their same  
12 classification within one year from date of separation shall have their pay step and vacation accrual  
13 rate restored to the step or rate held at the time of separation. Pay step progression and vacation  
14 accrual progression shall continue with the date of rehire, with “time-in-service” credit being given  
15 for the time spent in the pay step or vacation accrual rate prior to separation. However, no “time-in-  
16 service” credit shall be given during the period of separation itself.

17                   4. The process for an Employee who has had an NDMS and who wishes to be  
18 rehired in their former classification shall be to notify the Reassignment Program of their medical  
19 release and renewed ability to work.

20                   5. The County retains all rights to determine whether a former Employee is  
21 eligible for rehire.

22                   J. Temporary Employees will be governed by the provisions of Article R26.

23                   **SECTION 2 – PROMOTION, TRANSFER, DEMOTION, AND LAYOFF**

24                   A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted  
25 or transferred to a position in King County outside of the UNION shall retain their classification  
26 seniority for all purposes for one year from the date of promotion or transfer.

27                   B. Any King County employee not represented by the UNION who previously has  
28 attained permanent status in a UNION job classification, and who demotes, for any reason other than

1 layoff, back to such classification after one year will not be eligible for reinstatement of classification  
2 seniority. In no case shall such a demotion displace any Employee. The UNION will be notified  
3 before an Employee returns to a UNION-represented position.

4 C. Any Employee who demotes for any reason other than layoff, will forfeit all rights  
5 to the classification from which they were demoted.

6 D. An Employee who demotes to a previously held classification will be reinstated to  
7 the position in classification seniority order which they had formerly held in the classification to  
8 which they have been demoted.

9 E. An employee who returns to a UNION classification due to layoff after more than  
10 one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be  
11 given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such  
12 employee will be credited for actual days spent in any classification to which they return. If such  
13 credit would give the employee the same seniority date as other Employees, they shall be placed  
14 below the other Employees in seniority order for that date.

15 **SECTION 3 – TERM-LIMITED TEMPORARY (TLT) EMPLOYEES**

16 A Term-Limited Temporary (TLT) Employee who is separated from METRO and  
17 rehired as a Career Service Employee within 60 days into the same classification they left, will have  
18 their seniority reinstated.

19 **SECTION 4 – SENIORITY LISTS**

20 A. Seniority for all Employees shall be recorded on lists certified by the UNION and  
21 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or  
22 grievances pertaining to seniority shall be settled by the UNION.

23 B. The UNION agrees to provide METRO with certified seniority lists by job  
24 classification showing name(s) and seniority for picks, move-ups, promotions, and layoffs; provided  
25 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date  
26 list of all new hires, showing their application times and dates, and job classifications. METRO will  
27 also provide a list of all terminations, retirements, promotions, demotions and transfers on at least a  
28 monthly basis. The UNION will provide, as a courtesy to METRO, an explanation of any

1 discrepancies appearing on these lists.

2 **SECTION 5 – COMMITMENT TO RAIL**

3 A. Per the rules below, LLR or Streetcar Employees may return to Bus classifications.  
4 Right of return will be by classification seniority. Returning Employees will be integrated into the  
5 next Bus pick for their classification.

6 1. Annually, on a date established by METRO, LLR Operators or Streetcar  
7 Operators may declare that they wish to return to FTO/PTO positions. No more than 5% of the  
8 Employees in the LLR Operator classification or Streetcar Operator classification, respectively, will  
9 be allowed to return to FTO/PTO positions at that time. Additional Employees may be allowed to  
10 return to FTO/PTO positions at METRO’s sole discretion. The annual opt-out language for Streetcar  
11 Operator or LLR Operator in this paragraph is only available to Employees who have been in a  
12 Streetcar or LLR Operator position for a full year. For Employees who spend time on the reserve list,  
13 the year does not start until they are returned to Streetcar or LLR and start to work in those jobs.  
14 LLR Operator Trainees and Streetcar Operator Trainees may not return to FTO/PTO positions until  
15 the first annual opt-out period after completion of training, probation and one full year in a Streetcar  
16 or LLR Operator position.

17 2. Employees opting back to Bus side during this period will return to Bus  
18 with their full classification seniority that includes all their time spent in Bus, LLR and Streetcar  
19 positions.

20 3. Employees who opt back to Bus must have a valid CDL if required for  
21 their position. Employees who have let their CDLs lapse will be retrained by Bus; if the Employee  
22 fails to obtain a CDL, they may keep their position in RAIL. Employees returning to Bus will be  
23 provided the training needed on new equipment, routes and/or rules.

24 4. FTOs/PTOs who have satisfactorily completed LLR or Streetcar training  
25 and have left LLR or Streetcar in good standing and for non-disciplinary reasons may return to LLR  
26 Operator or Streetcar Operator positions, respectively, at METRO’s discretion. Returning LLR or  
27 Streetcar Operators will be required to successfully complete recertification. Returning FTOs/PTOs  
28 may not otherwise exercise their seniority to bump LLR or Streetcar Operators from their positions

1 and will have their seniority based on their most recent hire date as an LLR or Streetcar Operator.

2                   5. Annually, on a date established by METRO, LLR Supervisors may  
3 announce their intentions to return to Bus Supervisor positions. No more than one LLR Supervisor  
4 may return to Bus Supervisor classifications at that time. This option is available only to those LLR  
5 Supervisors who were previously Bus Supervisors.

6                   6. Bus Supervisors who have previously qualified as LLR Supervisors and left  
7 in good standing may return to LLR Supervisor positions. Returning LLR Supervisors will be  
8 required to successfully complete recertification. Bus Supervisors may not otherwise exercise their  
9 seniority to bump LLR Supervisors from their positions.

10                  7. Electromechanics can return to their former classification at any time by  
11 mutual agreement between the PARTIES.

12                  8. Following RAIL training and probation, Facilities Employees who have  
13 moved to Track and Signals positions may request to return to their Bus classification. Such  
14 Employees will be returned if RAIL is willing to release the Employee and Bus is willing to accept  
15 the Employee.

16                  9. Annually, on a date established by METRO, Streetcar O&M Supervisors or  
17 Electromechanics may declare that they wish to return to Bus positions. Each year, the number of  
18 Streetcar O&M Supervisors or Electromechanics who shall be allowed to return to Bus positions  
19 shall be limited to one of the Employees in the O&M Supervisor or Electromechanic classifications,  
20 respectively with a minimum of one Employee for each classification. Additional Employees may be  
21 allowed to return to Bus at METRO's sole discretion.

22                  10. Any Employee who fails Streetcar training or Streetcar probation, or  
23 returns to Bus or LLR in any manner other than through the annual system, shall not be permitted to  
24 return to Streetcar for two years, except at METRO's discretion.

25                  11. LLR and Streetcar Employees may return to their former classifications in  
26 LLR or Streetcar if a vacancy exists. The timing of the Employee's return will be at METRO's  
27 discretion to accommodate the need to recruit and train to backfill the vacancy now created by the  
28 returning Employee.

1           **B.** Any Employee who fails LLR or Streetcar training, probation or recertification, for  
2 any reason other than a major infraction, will be returned to their previous Bus or RAIL  
3 classification. Bus side Employees who enter the RAIL training program, and either fail the training  
4 program or fail the established probation period, will not lose their seniority when they are returned  
5 to the Bus side.

6 **ARTICLE R7: LAYOFF AND RECALL**

7           ***SECTION 1 – REASON FOR LAYOFF***

8           METRO will not lay off any Employee except due to reduction in service, lack of work, lack  
9 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days  
10 or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for  
11 layoff may continue to be employed by METRO. If a reduction in the work force should prove  
12 unavoidable and provisions cannot be made to retain affected Employees at different job  
13 classifications within METRO, then such Employees will be referred to the King County Career  
14 Support Services Section. Should the King County Career Support Services Section cease to exist or  
15 to provide the necessary services, the PARTIES will form a relocation task force to seek alternate  
16 gainful employment for affected Employees.

17           ***SECTION 2 – METHOD OF REDUCTION***

18           **A.** METRO shall determine the positions to be eliminated. Layoffs shall occur by  
19 inverse classification seniority, except as otherwise specified in this AGREEMENT.

20           **B.** A laid-off Employee who has attained regular status in another job classification  
21 may displace a less senior Employee in such classification, provided that the laid-off Employee has  
22 obtained all necessary certifications to perform the duties of such classification. No Employee shall  
23 be placed into a classification from which the Employee has demoted or failed to complete the  
24 probationary period. A laid-off Employee who exercises the right to return to a previous position will  
25 be reinstated to the position in classification seniority order which they had previously held, except as  
26 provided in Article R6, Section 2, Paragraph E.

27           ***SECTION 3 – RECALLING LAID-OFF EMPLOYEES***

28           **A.** An Employee shall be eligible for reinstatement for 24 months following layoff

1 and shall be recalled to service in the order of their classification seniority. To be eligible for  
2 reinstatement, a laid-off Employee must keep METRO informed of their current address. METRO's  
3 obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to the most  
4 recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO within  
5 15 days after such reinstatement offer has been mailed by METRO and report for work at the time  
6 and place stipulated in the notice.

7 **B.** An Employee, who fails to respond to the reinstatement offer or who fails to report  
8 to work when and where notified, shall be deleted from the recall list. METRO will send a letter to  
9 such Employee notifying them of the loss of reinstatement rights.

10 ***SECTION 4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL***  
11 ***SEPARATIONS (NDMS's)***

12 **1.** If an Employee who was separated by NDMS enters the Reassignment Program at  
13 a time when a layoff list is in place, they cannot be returned to work until all the Employees on the  
14 layoff list with more seniority have been returned to work.

15 **2.** If a former Employee's six months in the King County Reassignment Program  
16 expires before they are returned to work, they will then only be eligible for rehire through the normal  
17 rehire process. If a layoff list exists, these Employees will be integrated into the list in seniority  
18 order.

19 **ARTICLE R8: HOLIDAYS**

20 ***SECTION 1 – LLR OPERATORS, STREETCAR OPERATORS, O&M SUPERVISORS,***  
21 ***AND LLR SUPERVISORS***

22 Eligible Employees in the classifications of LLR Operator, Streetcar Operator, O&M  
23 Supervisor, and LLR Supervisor shall be granted the eleven holidays specified in Section 3 as days  
24 off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall  
25 receive eight hours AC time. An Employee who works on the day of observance, as a part of their  
26 regular work schedule, will receive eight hours pay for such day and will receive AC time for all time  
27 worked, calculated in the method provided in this AGREEMENT for work performed on non-  
28 holidays.

1                   **SECTION 2 – OTHER EMPLOYEES**

2                   **A.** Eligible Employees, except Employees in the classifications of LLR Operator,  
3 Streetcar Operator, O&M Supervisor, and LLR Supervisor, shall be granted the eleven holidays  
4 specified in Section 3, as days off with eight hours pay. An Employee, who is on RDO or vacation  
5 on the day of observance, shall receive eight hours AC time. An Employee who works on the day of  
6 observance, as part of their regular work schedule, will receive eight hours pay for such day and will  
7 receive AC time at the rate of time and one-half for all time worked.

8                   **B.** The provision of Paragraph A shall not apply to FLSA-exempt Employees.

9                   **SECTION 3 – DAYS OF OBSERVANCE**

10                  Each listed holiday shall be observed once each calendar year on the date established by state  
11 law or, if there is no such law, on the date established by METRO. When one of the holidays  
12 designated below falls on Sunday, the holiday shall be observed on Monday. When one of the  
13 holidays designated below falls on Saturday, the holiday shall be observed on Friday.

14

New Year’s Day	Labor Day
Martin Luther King Junior Day	Veterans Day
Lincoln’s Birthday	Thanksgiving Day
Presidents’ Day	Mark McLaughlin Day (Day after Thanksgiving)
Memorial Day	Christmas Day
Independence Day	

15  
16  
17  
18  
19

20                  **SECTION 4 – PERSONAL HOLIDAY**

21                  **A.** Each Employee, except FLSA-exempt Employees, may choose one personal  
22 holiday per payroll year.

23                  **B.** RAIL must approve or deny the day selected. The following govern use of the  
24 personal holiday:

25                               **1.** When an Employee has not used their personal holiday during a payroll  
26 year, the holiday will be converted to eight hours of vacation or ten hours of vacation if they are  
27 working a regularly picked four forty (4/40) assignment.

28                               **2.** The personal holiday will be paid upon termination or retirement, provided

1 the Employee has not taken the personal holiday during the payroll year.

2                   3. The personal holiday cannot be taken while an Employee is on leave of  
3 absence without pay or on a day for which the Employee would otherwise receive holiday pay.

4                   C. An Employee must complete the initial 90 calendar days of employment before  
5 taking a personal holiday, except former Bus Employees.

6                   ***SECTION 5 – SHIFT DIFFERENTIAL***

7                   An Employee shall be paid on a holiday at the hourly rate paid for the shift they are working.

8                   ***SECTION 6 – ELIGIBILITY***

9                   A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee  
10 must:

11                               1. Be on the payroll the scheduled workdays immediately before and after the  
12 holiday; and;

13                               2. Not have received an unexcused absence on a scheduled workday  
14 immediately before or after the holiday.

15                   **ARTICLE R9: VACATION**

16                   ***SECTION 1 – VACATION ENTITLEMENT***

17                   A. Paid vacation accruals shall be granted to eligible Employees based upon straight-  
18 time hours paid. Vacation accrual credit will be given to Employees for unpaid time off granted by  
19 METRO to conduct official UNION business, except as limited by Article R10, Section 3.

20                   B. Each Employee shall accrue vacation according to the applicable accrual rate, and  
21 be subject to applicable maximum biweekly vacation accruals, per Paragraph F.

22                   C. The applicable accrual rate for all RAIL Employees will be based upon years of  
23 active service since the Employee’s most recent date of employment with METRO. A RAIL  
24 Employee who comes from a Full-Time Bus position will retain their vacation accrual date. PTO  
25 vacation accrual credit will be carried over from METRO in the manner historically counted by  
26 METRO.

27                   D. Active service shall not include unpaid leaves of absence which exceed 30  
28 consecutive calendar days.

1 E. Scheduled increases in the accrual rate will begin with the first biweekly pay  
2 period following the completion of the necessary years of active service.

3 F. Vacation Accrual Table

4

5 1. Completed 6 Years of 7 Active Service	8 2. Vacation 9 Hours Accrued 10 Per Paid 11 Straight-Time 12 Hour	13 3. Maximum 14 Hours Per 15 Biweekly 16 Pay Period 17 Based on 80 18 Hours	19 4. Maximum 20 Hours 21 Accrued Per 22 Year	23 5. Maximum 24 Days 25 Accrued Per 26 Year	27 6. Maximum 28 Hours at End of Payroll Year
0-4	.0385	3.080	80	10	160
5-9	.0577	4.616	120	15	240
10-15	.0770	6.160	160	20	320
16	.0808	6.480	168	21	336
17	.0847	6.776	176	22	352
18	.0885	7.080	184	23	368
19	.0924	7.392	192	24	384
20	.0962	7.696	200	25	400
21	.1001	8.000	208	26	416
22	.1039	8.312	216	27	432
23	.1078	8.616	224	28	448
24	.1116	8.928	232	29	464
25+	.1154	9.232	240	30	480

19 G. Each Employee shall be paid for accrued vacation to a maximum of eight hours  
20 per day, except as provided elsewhere in this AGREEMENT.

21 H. Employees will accrue vacation each payroll period, and that vacation, along with  
22 un-picked vacation, will be available for use as provided in the AGREEMENT and the practices of  
23 the 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 J. Employees shall not be eligible to take or be paid for vacation leave until they have  
27 successfully completed their first six months of service with METRO, and if they leave METRO  
28

1 prior to successfully completing their first six months of METRO service, shall forfeit and not be  
2 paid for accrued vacation leave.

3 **SECTION 2 – SCHEDULING VACATIONS**

4 RAIL will arrange with Employees to take their vacations during the calendar year at such  
5 time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday  
6 that an Employee normally would have received falls within their vacation period, such Employee  
7 shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of holiday  
8 pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere with the  
9 function of RAIL; but which provides a minimum amount of picked vacation time approximately  
10 equal to the amount of annual vacation accrued by the workforce by classification.

11 **SECTION 3 – SELECTION OF VACATIONS**

12 Selection of vacation shall be by RAIL seniority within the work group the Employee is  
13 working. Employees may only pick vacation hours they have accrued at the time of the vacation  
14 pick.

15 **SECTION 4 – VACATION PICK LIMITS**

16 A. An LLR or Streetcar Operator may carry over vacation based on the following  
17 schedule:

18

19

<u>Completed</u> <u>Calendar Years of</u> <u>Service</u>	<u>Maximum Hours</u> <u>Allowed To Not</u> <u>Pick</u>
1 - 4	16
5 - 9	24
10 - 14	32
14 +	40

20

21

22

23

24

25

26 At pick, an Employee may elect not to select up to the number of hours contained in the table above.

27 B. For all Employees, the number of vacation hours carried over at the end of the  
28 payroll year shall not exceed the maximum hours in Section 1.F Column 6 above.

1 C. Any vacation that is accrued in excess of the allowable amounts in Article R9,  
2 Sections 1(G) Column 6 and 4(B) shall be considered “use it or lose it”. This means that any  
3 vacation hours in excess of the allowable hours, at the end of the payroll year, shall be forfeited and  
4 removed from the Employee’s vacation balance.

5 D. Except as otherwise provided in this AGREEMENT, an Employee desiring to use  
6 accumulated vacation which they have not picked may use it in single- or multiple-day increments  
7 with the prior approval of their immediate supervisor.

8 E. An Employee may carry over unused vacation time to the next succeeding year  
9 when METRO verifies that the Employee has been prevented from using said vacation because of  
10 injury, illness or work schedules.

11 ***SECTION 5 – VACATION CASH OUT***

12 RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to cash  
13 out a portion of their vacation, provided they pick a minimum of 80 hours of vacation. During the  
14 first and second vacation picks of the year for an Employee’s work unit, an Employee may elect to  
15 cash out a yearly minimum of eight hours up to a yearly maximum of 60 hours of their current  
16 vacation balance. Employees may elect to receive the cash out payment at each vacation pick of the  
17 year.

18 ***SECTION 6 – VACATION PAY UPON EMPLOYEE TERMINATION***

19 Upon an Employee’s termination or retirement from METRO, they shall be paid for all  
20 accrued hours remaining in their vacation balance.

21 ***SECTION 7 – VACATION AFTER MILITARY LEAVE OF ABSENCE***

22 A. An Employee entering active military service will be paid for all accrued vacation.

23 B. A regular Employee who leaves METRO to enter active military service and who  
24 returns to work with METRO within 90 days after satisfactory completion of military service, shall  
25 begin accruing vacation at the applicable rate. Time spent on such military leave shall count as active  
26 service in determining the applicable accrual rate.

27 C. An Employee entering active military service will continue to accrue vacation for  
28 time spent in military service up to a maximum of one year. Such accrual will be credited to the

1 Employee upon return to METRO from military leave.

2 **SECTION 8 – VACATION – UNION BUSINESS LEAVE**

3 An Employee elected to full-time UNION office, who takes an extended leave of absence  
4 under the provisions of Article R10, Section 3, shall be paid for whatever vacation they have earned  
5 by the effective date of leave before taking such leave. Alternatively, they may retain credit for all  
6 accumulated vacation, to be used after the leave of absence, in accordance with the procedures  
7 contained in Article R10, Section 3. However, should such UNION Officer not resume their  
8 employment with METRO, they will be paid at the rate in effect when the leave of absence began.

9 **ARTICLE R10: LEAVES OF ABSENCE**

10 **SECTION 1 – GENERAL**

11 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as  
12 limited by this AGREEMENT. At RAIL’s option, such unpaid leaves of absence, not to exceed one  
13 calendar year, may be granted, for reasons other than those described in this Article. A reasonable  
14 amount of compassionate leave will be available to Employees under warranting circumstances as  
15 determined by RAIL. Requests must be submitted in writing to an Employee’s immediate supervisor  
16 before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to  
17 accept employment with another employer, except leaves for UNION business or leaves for  
18 government service in the public interest. The decision to grant or deny an unpaid leave of absence is  
19 not subject to the grievance/arbitration procedures in Article R5.

20 **SECTION 2 – BEREAVEMENT LEAVE**

21 **A.** Employees eligible for leave benefits shall be granted up to five days, maximum  
22 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the  
23 employee’s immediate family.

24 **B.** Immediate family shall be defined as the employee’s spouse or domestic partner,  
25 and the parent, grandparent, child, son or daughter-in-law, grandchild, sibling of the employee,  
26 employee’s spouse or the employee’s domestic partner, or an employee’s legal guardian, ward or any  
27 person over whom the employee has legal custody.

28 **C.** Employees who are not eligible for paid leaves may be granted leave without pay,

1 or may be allowed to use compensatory time, if available, for bereavement leave.

2 **D.** When a holiday or regular day off falls during the leave, it shall not be charged as  
3 bereavement leave.

4 **E.** Any additional paid leave may be approved by mutual agreement between the  
5 County and the employee.

6 **F.** An Employee on bereavement leave will be paid their regular rate of pay for days  
7 on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum  
8 of eight hours per day, except as provided in Article R13.

9 ***SECTION 3 – UNION BUSINESS***

10 **A.** Pay for time granted to an Employee for a leave of absence to conduct UNION  
11 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT  
12 relating to benefit costs, accruals and holiday eligibility shall remain in force for up to 30 consecutive  
13 calendar days during any period an Employee is on UNION business leave to a maximum of 30  
14 consecutive calendar days during each calendar year. For UNION business leave in excess of the 30  
15 calendar days, no benefits shall accrue (i.e., vacation and sick leave) and costs of benefit premiums  
16 (i.e., medical, dental, optical and disability) shall be the responsibility of the UNION. For purpose of  
17 calculating the 30-day limitation, RDOs and holidays shall be included only if the Employee was on  
18 UNION business leave the day preceding and the day after the RDO/holiday.

19 **B.** RAIL may authorize compensation for UNION Executive Board Officers who are  
20 performing work-related business.

21 **C.** The 30-day limitation for determining payment and accrual of benefits shall not  
22 include UNION Executive Board members while attending the regularly-scheduled monthly  
23 Executive Board meeting, while attending membership meetings, while working on picks, while  
24 participating on a UNION negotiating committee or while replacing the full-time UNION Officers  
25 during contract negotiations.

26 **D.** All full-time Local 587 UNION Officers, one International UNION Officer and/or  
27 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

28 **E.** If an Employee is granted a leave of absence, they will continue to accrue all types

1 of seniority, including vacation accrual credit, during the effective period.

2           **F.** The UNION agrees to provide METRO with correct lists of all UNION Officers,  
3 Stewards, and committee members as soon as practicable after the effective date of this  
4 AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any  
5 UNION election or appointment.

6           **G.** During days of general UNION election, additional members not to exceed seven  
7 shall be granted leave to act as tellers.

8           ***SECTION 4 – JURY DUTY***

9           **A.** Upon receiving notification to report to serve on jury duty, jury panel, or jury test,  
10 an Employee shall immediately notify their immediate supervisor. If an Employee is used for jury  
11 duty and submits proof of report for same, they shall receive time off with pay at their regular rate of  
12 pay for their regular assignment, not to exceed eight hours per day for each day served.

13 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for  
14 travel expenses may be retained by the Employee.

15           **B.** Any Employee excused from jury duty less than four hours after their jury duty  
16 reporting time, shall promptly notify their immediate supervisor and may be required to report back  
17 to work. An Employee also shall have at least twelve hours off between the completion of their  
18 scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes  
19 before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report  
20 time.

21           **C.** Except as provided above, no LLR or Streetcar Operator shall be required to report  
22 back to work. Such Operator may accept work if work is available.

23           ***SECTION 5 – MILITARY LEAVE***

24           **A.** Any Employee who is called into, or enlists in, the Armed Forces of the United  
25 States or its allies, shall be given an unpaid leave of absence in accordance with applicable laws  
26 affecting military leave.

27           **B.** Any Employee who is a member of an organized reserve unit of the Armed Forces  
28 of the United States shall be granted necessary time off for military training as follows:

1                   1. An Employee will be granted such paid military training leave per calendar  
2 year as is required by law.

3                   2. The Employee must present their orders for active training duty to their  
4 immediate supervisor prior to taking such leave.

5                   3. The Employee will be paid for those days they normally would be  
6 scheduled to work during such leave up to a maximum of eight hours per day.

7                   4. Employees covered by this Paragraph shall be granted all seniority rights  
8 and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

9                   ***SECTION 6 – PARENTAL LEAVE***

10                  A. Twelve weeks of paid parental leave shall be granted to Employees pursuant to  
11 King County Code 3.12 et al. for the birth of an Employee’s child, the Employee’s adoption of a  
12 child or the foster-to-adopt placement of a child with the Employee.

13                  B. In addition to the paid parental leave above, an Employee shall be granted a  
14 maximum of six months unpaid leave of absence, after exhausting all AC and vacation, in  
15 conjunction with the birth of an Employee’s child, the Employee’s adoption of a child or the foster-  
16 to-adopt placement of a child with the Employee. A request for such leave shall be filed with the  
17 Employee’s immediate supervisor at least 60 days in advance of the anticipated leave  
18 commencement. An Employee on FMLA/KCFML leave will continue to have medical, dental and  
19 vision benefits premiums paid by METRO. The Employee may elect to self-pay basic or enhanced  
20 Life, Accidental Death and Dismemberment (AD&D) and Long Term Disability (LTD) insurance  
21 coverage during any unpaid leave.

22                  ***SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT***

23                  As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee  
24 may take up to a combined total of twelve weeks of leave for their own serious health condition (as  
25 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster  
26 care of a child, or for the serious health condition of an immediate family member (an Employee’s  
27 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section,  
28 an Employee must have been employed by King County for twelve months or more and have worked

1 a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or  
2 intermittent.

3 **SECTION 8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT**

4 A. An Employee may take up to a combined total of 18 weeks of unpaid leave for  
5 their own serious health condition (as defined by the King County Personnel Guidelines), or for  
6 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month  
7 period. To be eligible for leave under this Section, an Employee must have been employed by King  
8 County for twelve months or more and have worked a minimum of 1,040 hours in the preceding  
9 twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in  
10 whole or partial days as needed).

11 B. Intermittent leave is subject to the following conditions:

12 1. When leave is taken after the birth or placement of a child by adoption or  
13 foster care, an Employee may take leave intermittently or on a reduced leave schedule only if  
14 authorized by the Employee’s immediate supervisor;

15 2. An Employee may take leave intermittently or on a reduced schedule when  
16 medically necessary due to a serious health condition of the Employee or family member of the  
17 Employee. If this leave is foreseeable based on planned medical treatment, the immediate supervisor  
18 or their designee may require the Employee to transfer temporarily to an available alternate position  
19 for which the Employee is qualified, that has equivalent pay and benefits, and that accommodates  
20 recurring periods of leave.

21 **SECTION 9 – CONCURRENT RUNNING OF LEAVE**

22 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run  
23 concurrently to the extent permitted by law. Leave taken under King County Family and Medical  
24 Leave, as described in Section 8, shall run concurrently with any other leaves that are available under  
25 state or federal law.

26 **SECTION 10 – WITNESS LEAVE**

27 A. Any Employee called as a witness on behalf of METRO during an investigation or  
28 trial shall receive regular compensation.

1           **B.** Any Employee who receives a subpoena to testify in a METRO-related case or  
2 receives a subpoena for any incident witnessed on duty shall receive regular compensation.

3           **C.** No Employee called as a witness in a METRO-related case by another Employee  
4 under investigation for an infraction, during an investigation or trial, shall receive regular  
5 compensation.

6 **ARTICLE R11: SICK LEAVE**

7           ***SECTION 1 – ACCRUAL OF SICK LEAVE***

8           **A.** Leave-eligible Employees shall accrue sick leave benefits at the rate of 0.04616  
9 hours for each hour in paid status, excluding overtime; except, an hourly Employee who works in  
10 excess of 74 hours in one week shall accrue additional sick leave at the rate of 0.025 for each hour  
11 worked in excess of hour 74. Employees shall accrue sick leave from their date of hire in a leave-  
12 eligible position. An Employee is not entitled to use sick leave until after it is earned. During the  
13 first six months of service in a leave-eligible position, Employees eligible to accrue vacation leave  
14 may, at METRO’s discretion, use accrued vacation days as an extension of sick leave.

15           **B.** Leave-eligible Employees shall not have any limit to the number of sick leave  
16 hours carried over each year.

17           ***SECTION 2 – PAYMENT OF SICK LEAVE***

18           **A.** Separation from or termination of County employment or layoff due to lack of  
19 work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued  
20 to leave-eligible Employees as of the date of separation or termination. Should an Employee return  
21 to County employment within two years, accrued sick leave shall be restored.

22           **B.** Leave-eligible Employees who have successfully completed at least five years of  
23 County service and who retire as a result of length of service or who terminate by reason of death  
24 shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an amount equal to  
25 35% of their unused, accumulated sick leave multiplied by the Employee’s hourly rate of pay in  
26 effect upon the date of leaving County employment, less mandatory withholdings. Retirement as a  
27 result of length of service means an Employee is eligible, applies for and begins drawing a pension  
28 from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County

1 employment.

2 **SECTION 3 – EXHAUSTION AND RESERVE OF SICK LEAVE BALANCES**

3 A. An Employee must use all of their sick leave before taking unpaid leave for their  
4 own health reasons. If the injury or illness is compensable under the METRO’s workers  
5 compensation program, then the Employee has the option to augment or not augment wage  
6 replacement payments with the use of accrued sick leave.

7 B. When sick leave is taken to care for a family member, the Employee shall choose  
8 at the start of the leave whether the particular leave will be paid or unpaid; but when an Employee  
9 chooses to take paid leave for family reasons, they may set aside a reserve of up to 80 hours of  
10 accrued sick leave.

11 **SECTION 4 – ACCEPTABLE USAGE OF PAID SICK LEAVE**

12 A. Paid sick leave may be used for the following reasons:

13 1. An absence resulting from the Employee’s mental or physical illness, injury  
14 or health condition; to accommodate the Employee’s need for medical diagnosis, care or treatment of  
15 mental or physical illness, injury or health condition; or for Employee’s need for preventive medical  
16 care.

17 2. To allow the Employee to provide care for a family member (definition  
18 below) with a mental or physical illness, injury or health condition; for a family member who needs  
19 medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or for  
20 a family member who need preventive medical care.

21 3. When a King County facility is closed by order of public official for any  
22 health-related reason, or when an Employee’s child’s school or place of care is closed by order of a  
23 public official for a health-related reason;

24 4. For absences that qualify for leave under the Domestic Violence Leave Act,  
25 Chapter 49.76 RCW. The intent of this law is to reduce domestic violence, sexual assault, and  
26 stalking by enabling victims to maintain the financial independence necessary to leave abusive  
27 situations, achieve safety, and minimize physical and emotional injuries, and to reduce the  
28 devastating economic consequences of domestic violence, sexual assault, and stalking to employers

1 and Employees. This law was designed to allow victims of domestic violence, sexual assault, and  
2 stalking to be able to recover from and cope with the effects of such violence and participate in  
3 criminal and civil justice processes without fear of adverse economic consequences. The law was  
4 also enacted to allow victims of domestic violence, sexual assault, or stalking to be able to seek and  
5 maintain employment without fear that they will face discrimination;

6                   5. For absences to increase the safety of the Employee or a family member  
7 when the Employee or a family member has been a victim of trafficking under RCW 9A.40.100; and

8                   6. For family and medical leave available under federal law, state law or King  
9 County ordinance.

10                   **B.** For purposes of sick leave, “family member” means any of the following:

11                   1. A child, including a biological, adopted or foster child, a stepchild or a child  
12 to whom the Employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of  
13 age or dependency status, or the child of the Employee’s domestic partner;

14                   2. The parent of an Employee, Employee’s spouse or Employee’s domestic  
15 partner. Parent includes: a biological parent; an adoptive parent; a de facto parent; a foster parent; a  
16 stepparent; a legal guardian; or a person who stood or stands in loco parentis to the Employee,  
17 Employee’s spouse or Employee’s domestic partner.

18                   3. A spouse;

19                   4. A domestic partner;

20                   5. A grandparent;

21                   6. A grandchild; or

22                   7. A sibling.

23                   ***SECTION 5 – COORDINATION OF SICK LEAVE AND WORKERS COMPENSATION***

24                   **A.** An Employee injured on the job may not simultaneously collect sick leave and  
25 workers’ compensation payments in a total amount greater than the net regular pay of the Employee,  
26 though an Employee who chooses not to augment the Employee’s workers’ compensation time loss  
27 pay through the use of sick leave shall be deemed on unpaid leave status.

28                   **B.** An Employee who chooses to augment workers’ compensation payments with the

1 use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of  
2 the leave. Absent such notification, sick leave will automatically be used to supplement such  
3 payments except where prohibited; and

4 C. An Employee may not collect sick leave and workers' compensation wage  
5 replacement pay for physical incapacity due to any injury or occupational illness that is directly  
6 traceable to employment other than with the County.

7 **SECTION 6 – PROCEDURES FOR USE OF SICK LEAVE**

8 A. METRO is responsible for proper administration of the sick leave benefits.  
9 Employees must provide reasonable notice of an absence from work that qualifies for paid sick leave.  
10 Such notice must not interfere with an Employee's lawful use of paid sick leave.

11 B. If the need for sick leave is foreseeable, the Employee must provide at least ten  
12 days' notice, or as early as practicable, to the Employee's supervisor or designee in advance of the  
13 sick leave. If possible, notification should include the expected duration of the absence.

14 C. For unforeseeable absences, the Employee must contact the Employee's supervisor  
15 or designee as soon as possible prior to the start of the Employee's work shift. As a best practice, and  
16 if circumstances allow, an Employee should provide notice as soon as the Employee learns of the  
17 need for paid sick leave. If it is not practicable for the Employee to give timely notice, the Employee  
18 may ask someone to provide notice on their behalf. If possible, the notification should include the  
19 expected duration of the absence.

20 D. If an Employee is taking sick leave for domestic violence related reasons and  
21 advance notice cannot be given because of an emergency of unforeseen circumstances due to the  
22 domestic violence, the Employee or the Employee's designee must give notice no later than the end  
23 of the first day that the Employee takes such leave.

24 **SECTION 7 – VERIFICATIONS**

25 A. A supervisor will not require an Employee to provide a medical verification of a  
26 paid sick leave absence until the Employee has been on leave for more than five consecutive work  
27 days. The verification should not reference the Employee's medical condition, unless otherwise  
28 required by law, but must confirm that the absence was for an authorized purpose.

1           **B.** If the verification request results in an unreasonable burden or expense on the  
2 Employee, the Employee and the Employee’s supervisor will meet and discuss alternatives to  
3 providing the verification.

4           **C.** If an Employee is taking paid sick leave for domestic violence reasons, the  
5 Employee must provide verification of the need for leave by providing the Employee’s supervisor  
6 with a police report indicating that the Employee or the Employee’s family member was a victim of  
7 domestic violence; a court order or other evidence from the court or the prosecuting attorney that the  
8 Employee or the Employee’s family member appeared or is scheduled to appear in court in  
9 connection with a domestic violence incident or the Employee’s written statement that the Employee  
10 or the Employee’s family member is a victim of domestic violence and that the leave was taken for a  
11 reason stated in RCW 49.76.030.

12           **D.** An Employee has 10 calendar days from the first day of paid sick leave to provide  
13 verification to the Employee’s supervisor.

14           ***SECTION 8 – ADDITIONAL PROVISIONS RELATING TO SICK LEAVE***

15           **A.** Absences for sick leave must be reported at least 30 minutes before the Employee  
16 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to  
17 report will be considered unexcused. However, if an Employee is incapable of complying with these  
18 requirements to timely report based on a condition listed in Article R11, they will be excused if the  
19 request is properly submitted.

20           **B.** The ability to work regularly is a requirement of continued employment.

21           **C.** Each Employee must sign an annual acknowledgement of sick leave policy. The  
22 form confirms that the Employee’s absence is for a reason permitted by Paragraph A, and that the  
23 Employee understands use of sick leave in a manner inconsistent with Paragraph A constitutes a  
24 falsification of a sick report, which is a major infraction per Article R4, Section 3. An Employee who  
25 refuses to sign the annual acknowledgment of sick leave policy shall receive an unexcused absence  
26 for each day or partial day of absence for which there is no signed certification.

27           **D.** METRO may require medical verifications in the following circumstances (in  
28 addition to those verifications that are needed to conform with federal or state leave laws) whenever:

- 1                   1. An Employee is absent for more than five consecutive workdays, or  
2                   2. An Employee has insufficient accrued sick leave to cover an absence for a  
3 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave.

4                   E. When a medical verification is required, it shall be on a medical report acceptable  
5 to METRO, from a licensed practitioner.

6                   F. An Employee who is receiving Workers' Compensation supplemental benefits for  
7 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in  
8 Article R12, Section 6. An Employee will continue to accrue sick leave on straight-time hours  
9 missed, up to a maximum of 90 workdays for each industrial injury.

10                  G. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick  
11 leave.

12                  H. After all accrued sick leave has been exhausted, AC time may be used for an illness  
13 when a medical statement, acceptable to METRO, has been submitted verifying that the Employee  
14 was unable to perform the duties of their position.

15                   **SECTION 9 – PROCESS FOR REQUESTING SICK LEAVE**

16                  A. An Employee, who calls in sick less than 30 minutes before their report time, will  
17 be put on the sick list and will be given an unexcused absence. However, if an Employee is incapable  
18 of complying with these requirements to timely report based on a condition listed in Article 11, they  
19 will be excused if the request is properly submitted.

20                  B. An Employee may make a written request to their immediate supervisor, within  
21 five workdays of the Employee's return to work for unpaid leave, to change the unexcused absence to  
22 an excused absence. The immediate supervisor shall determine whether the circumstances warrant a  
23 change from an unexcused absence. However, the unexcused absence will be excused in all cases  
24 where the Employee received medical treatment and was unable to report the absence as required.

25                   **SECTION 10 – FITNESS FOR DUTY**

26                  1. When METRO believes that an Employee who has reported for work is too ill to be  
27 present at work, the Employee will be sent home on sick leave. However, if the Employee does not  
28 agree that they should go home on sick leave, METRO will put the Employee on Paid Administrative

1 Leave (PAL) for the day in order to allow the Employee to visit a medical provider for an assessment  
2 of fitness for duty.

3       2. When an Employee is under disciplinary investigation, METRO may, at its discretion,  
4 place the Employee on Paid Administrative Leave (PAL). During this time, if the Employee presents  
5 medical information that disqualifies the Employee from being able to work, METRO will place the  
6 Employee on medical leave (paid or unpaid, depending on their rights under this Article).

7 **ARTICLE R12: BENEFITS**

8       ***SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY***

9 ***BENEFITS***

10       A. All regular Employees and their dependents will be covered by the medical, dental,  
11 vision, life, and long-term disability plans as described in MOA 410U1120, which appear as Exhibit  
12 E. King County shall make the following contributions on behalf of the Employer to the insured  
13 benefits plans:

14           2020: \$1,587 per Employee per month, which reflects no increase from the 2019 rate.

15           2021: \$1,587 per Employee per month.

16           2022: \$1,587 per Employee per month.

17       B. An Employee will be eligible for the insurance benefits on the first calendar day of  
18 the month following his or her hire date or the day after their qualification date, whichever is the later  
19 date. However, if the later date is the first calendar day of the month, the Employee will be eligible  
20 for the insurance benefits on that date.

21       C. METRO will hold an open enrollment at least once during each calendar year.  
22 Employees will be allowed to make changes in their benefit selections during that open enrollment  
23 period.

24       ***SECTION 2 – MEDICAL BENEFITS – RETIREES***

25       1. Effective January 1, 2021, Employees who retire from County service and who elect an  
26 ATU benefits plan upon retirement shall be eligible for a medical premium subsidy, as provided  
27 under Section 2 below, provided they meet the following terms and conditions:

28           a. The Employee retires from service with the County during the term of this

1 Agreement; and

2           **b.** The Employee is covered by King County benefits on their last day of  
3 employment; and

4           **c.** The Employee is not eligible for Medicare.

5           **2.** The medical premium subsidy shall be the COBRA rate for each offered medical plan  
6 (e.g., PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren), retiree  
7 and full family).

8           **3.** The following rules apply to the phase-in of retiree medical subsidy on January 1, 2021:

9           **a.** The County will not reimburse unsubsidized retiree medical costs paid by retired  
10 Employees prior to January 1, 2021.

11           **b.** Any retired Employee who elected COBRA during the period when retiree  
12 medical was unsubsidized and is still covered by the plan will be given a one-time option during  
13 Open Enrollment in the Fall of 2020 to elect retiree medical at the subsidized rate, effective  
14 January 1, 2021, until no longer eligible for retiree medical.

15           **c.** Any retired Employee currently enrolled in Retiree Medical and paying the  
16 unsubsidized rate will be charged the subsidized rate, effective January 1, 2021, until no longer  
17 eligible for retiree medical.

18           ***SECTION 3 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT***

19           METRO provides, for all Employees, special coverage in the event of a felonious assault.  
20 The maximum benefits payable are \$50,000 for death, dismemberment, loss of sight, or permanent  
21 total disability, less any amount payable under a group life or accidental death and dismemberment  
22 policy.

23           ***SECTION 4 – PERSONAL PROPERTY LOSS BENEFIT***

24           **A.** Employees shall be reimbursed for loss of certain personal property due to armed  
25 robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:

- 26                   **1.** The armed robbery, theft or assault occurs while the Employee is at work;  
27 and,  
28                   **2.** The property was in the personal possession of the Employee at the time of

1 the theft or robbery or, in the case of LLR or Streetcar Operators, the property was on the train and  
2 was not left unattended, except when the Operator was required to leave the driver's compartment to  
3 attend to official METRO duties; and,

4                   3. The Employee makes a robbery, theft or assault report to the Police  
5 Department; and,

6                   4. The Employee files a claim with METRO and provides receipted bills to  
7 substantiate that replacements have been purchased or repairs made.

8                   **B.** The items covered by this AGREEMENT and the maximum values to be  
9 reimbursed are:

<b>Item</b>	<b>Maximum Value</b>
Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag, Purse or Backpack	\$55.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement
Prescription Eyeglasses	\$200.00
Cell Phone	Replacement value up to \$150.00

19                   ***SECTION 5 – TRANSIT PASS***

20                   Each current Employee is eligible for an annual transit pass. Each retired Employee is  
21 eligible for a Metro transit pass.

22                   ***SECTION 6 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE***

23                   **A.** METRO, pursuant to Washington State Industrial Insurance laws (Title 51 RCW),  
24 will maintain workers' compensation procedures and payments consistent with all state laws,  
25 administrative rules, and guidelines, as promulgated by the State Legislature and Department of  
26 Labor and Industries.

27                   **B.** In addition to benefits accruing to Employees under State Industrial Insurance  
28 laws, METRO will maintain a program of supplemental payments for full-time Employees as

1 follows:

2                   1. METRO will provide an amount which, when added to the state prescribed  
3 payment and any alternative work wages, maintains the percentage set forth below of the Employee's  
4 net pay, based on 80 hours times their hourly rate minus any mandatory deductions per pay period.

5 The percentage shall be as follows:

6                   a. For the first 60 workdays missed – 100%.

7                   b. For the next 60 workdays missed – 90%.

8                   c. For the next 140 workdays missed – 80%.

9                   2. Such supplemental payment program will continue for a period not to  
10 exceed 260 workdays, or two calendar years from the date of injury, whichever comes first.

11                   3. To determine net take-home pay, the Payroll Section will calculate the  
12 Employee's hourly wage at the time of injury times 80 hours minus mandatory deductions.

13                   4. A full-time Employee who is otherwise eligible for supplemental payment,  
14 but who is not receiving any actual supplemental payment because the total payments they are  
15 receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall  
16 continue to be benefit eligible.

17                   C. To be eligible for METRO's supplemental payments, the Employee must:

18                   1. Notify METRO's Workers' Compensation Office if unavailable for more  
19 than 24 hours during a Monday through Friday period.

20                   2. Notify METRO's Workers' Compensation Office of other employment or  
21 compensation received while being paid workers' compensation.

22                   3. Be available for medical treatment and/or vocational rehabilitation,  
23 consultation, or services.

24                   4. Accept alternative work assignments which are offered by METRO and  
25 which meet medical restrictions identified by the Employee's physician. METRO shall contact the  
26 Employee's physician if identified restrictions require clarification.

27                   5. Maintain eligibility for workers' compensation under state regulations.

28                   6. When notified at least 48 hours in advance, attend all meetings and

1 independent medical examinations scheduled by METRO concerning the Employee's status or claim,  
2 unless other medical treatment conflicts with the METRO appointment and the Employee notifies  
3 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours  
4 prior to such meeting or examination.

5                   7. If records indicate two "no shows" for scheduled medical or vocational  
6 services, supplemental payments may be terminated, provided such Employee and the UNION are  
7 notified seven days in advance.

8                   **D.** An Employee who misses work due to an on-the-job injury will continue to accrue  
9 vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during  
10 each calendar year. One such 90-day accrual will be allowed for each industrial injury.

11                   **E.** If an Employee exhausts supplemental payments, they may use sick leave,  
12 vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B.  
13 If such Employee is working an alternative work assignment, such payments will be at the hourly rate  
14 of the alternative work assignment.

15                   **F.** Each Employee, who files a claim for workers' compensation, will be provided a  
16 copy of the rules in this Section.

17                   **G.** If an Employee is required by METRO to be cleared by the Workers'  
18 Compensation Office before returning to work, but they are not on pay status or receiving  
19 compensation from any source including short-term or long-term disability, such Employee will  
20 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be  
21 paid an additional one hour of straight-time pay.

22                   **H.** METRO is required to recover any overpayment. An Employee, who has received  
23 an overpayment, shall repay it in a manner which assures METRO's recovery and does not  
24 unnecessarily burden such Employee.

25                   **I.** An Employee with an open Worker's Compensation claim who is working an  
26 alternative work assignment or is working in their regular classification at less than full duty must use  
27 accrued leave or take approved leave without pay for medical appointments associated with the  
28 Employee's claim.

1           **SECTION 7 – LEGAL DEFENSE**

2           Whenever an Employee is named as a defendant in civil action arising out of the performance  
3 of the Employee’s duties and, such Employee was acting within the scope of employment, METRO  
4 shall, consistent with King County Code (KCC) 2.21.050 et seq., at the written request of such  
5 Employee, furnish counsel to represent such Employee to a final determination of the action, without  
6 cost to such Employee.

7           **SECTION 8 – COMMERCIAL DRIVER LICENSE**

8           METRO agrees to pay for Commercial Driver License (CDL) renewals for all Employees  
9 who are required by RAIL to have a CDL or wish to maintain their CDL.

10          **SECTION 9 – GENERAL CONDITIONS**

11                   A. Benefit premiums paid by an Employee shall be deducted in equal installments  
12 from the first and second paycheck of every month.

13                   B. Upon request, METRO will provide available medical usage data regarding  
14 Employees to the UNION.

15                   C. METRO shall not make its monthly contribution for medical, dental, group life  
16 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence  
17 or other unpaid status for 30 consecutive days or more, except as provided by applicable family  
18 medical leave laws or Article R10, Section 3, Paragraph B.

19          **SECTION 10 – ACCUMULATED COMPENSATORY TIME**

20                   A. Accumulated Compensatory (“AC”) time is defined to mean all time earned by an  
21 Employee, which may be paid by compensatory time off instead of by cash.

22                   B. Except as provided in Paragraph C, each Employee may choose to receive AC time  
23 instead of cash for all work performed at the overtime rate. An Employee will notify METRO of  
24 such choice by filing a METRO form on or before the first day of the pay period affected by the  
25 change.

26                   C. AC time in excess of 80 hours shall be paid in cash at the end of each pay period.

27                   D. Except as provided elsewhere in this AGREEMENT, and consistent with daily  
28 staffing requirements, RAIL will determine the number of Employees allowed to have time off. An

1 Employee may use AC time for a reasonable amount of compassionate leave under warranting  
2 circumstances, as determined by RAIL.

3 E. By written request, an Employee may cash out any portion of their AC bank,  
4 provided they cash out at least eight hours. Payment will be made as part of the next possible payroll  
5 following METRO's receipt of the request.

6 F. No shift differential will be allowed on AC time earned. When AC time is taken or  
7 cashed out, it will be paid at the rate of the shift on which the Employee is working.

8 G. Bus Employees coming to RAIL may bring a maximum of 40 hours of AC time to  
9 their new employment in RAIL.

#### 10 ***SECTION 11 – 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 their name imprinted on it if they  
16 worked on the Bus-side and a Rail plaque.

#### 17 ***SECTION 12 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

18 Medical examinations that are required for the purpose of obtaining or maintaining a  
19 Commercial Driver License will be covered by the health insurance plans. Costs to Employees shall  
20 not be subject to either deductibles or co-pays, provided the Employee uses an in-network provider.  
21 The costs shall be borne by King County and shall not be charged against ATU's costs in the  
22 Protected Fund Reserve. METRO will also reimburse these costs for Employees who are not  
23 receiving health benefits from King County.

### 24 **ARTICLE R13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

#### 25 ***SECTION 1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES***

26 A. An "Alternative Workweek Employee" shall mean a regular full-time Employee  
27 whose regular assignment is not eight work hours per day, five days per week.

28 B. A "4/40 Employee" shall mean a regular full-time Employee whose assignment is

1 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight  
2 hours straight-time pay per day for five days per week.

3 C. RAIL and the UNION may define other types of Alternative Workweek Employee  
4 statuses, such as 9/80 schedules, and will amend this Article as needed to address issues concerning  
5 the hours of Employees who work on these new schedules.

6 D. Each Alternative Workweek Employee shall be subject to the provisions of this  
7 Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

8 **SECTION 2 – REGULAR DAYS OFF**

9 Each 4/40 Employee shall have three RDOs per week, including at least two consecutive  
10 days.

11 **SECTION 3 – HOLIDAYS**

12 1. Each 4/40 Employee shall be granted the same holidays as other Employees in their  
13 classification.

14 2. An Employee who is scheduled to work on the day of observance and who does not  
15 work: Shall receive 10 hours of holiday pay.

16 3. An Employee who is scheduled to work on the day of observance and who  
17 performs work: Shall receive 8 hours of AC time plus pay at the applicable rate for all time worked.

18 4. An Employee who is on an RDO on the day of observance and does not work:  
19 Shall receive 8 hours of AC time.

20 5. An Employee who is on an RDO on the day of observance but performs work:  
21 Shall receive 8 hours of AC time plus pay at the applicable rate for all time worked.

22 6. An Employee who is on vacation on the day of observance: Shall receive 8 hours  
23 of AC time and will use 10 hours of vacation pay.

24 **SECTION 4 – PERSONAL HOLIDAY**

25 A 4/40 Employee who chooses a personal holiday will receive ten hours of personal holiday  
26 pay.

27 **SECTION 5 – VACATION AND AC TIME**

28 While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten

1 hours per day for each regular workday.

2 **SECTION 6 – BEREAVEMENT LEAVE**

3 A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two  
4 hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who  
5 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted  
6 additional time off in accordance with Article R10, Section 2 will be paid ten hours sick leave, AC  
7 time and/or vacation per workday for up to three additional days.

8 **SECTION 7 – JURY DUTY/MILITARY LEAVE**

9 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive their  
10 regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively.  
11 An Employee may be required to revert to a work schedule of eight hours per day, five days per week  
12 for each pay week in which the leave is taken.

13 **SECTION 8 – SICK LEAVE**

14 A 4/40 Employee on sick leave will be paid a maximum of ten hours at straight-time for each  
15 workday absent.

16 **SECTION 9 – DISABILITY**

17 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of  
18 disability according to hours normally scheduled to work. For any full weeks of disability, such  
19 Employee shall be considered as if they are an eight hour per day, five day per week Employee.

20 **SECTION 10 – OVERTIME**

21 All hours worked in excess of ten hours in the scheduled workday or work on any of the three  
22 RDOs shall be paid at the overtime rate of one and one-half times the existing straight-time rate of  
23 pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.

24 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

25 Employees will be provided with a minimum 30 days notice prior to cancellation of a 4/40  
26 shift, except in LLR Operations. The availability of 4/40 shifts shall be determined by RAIL.

27 **ARTICLE R14: RATES OF PAY**

28 **SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS**

1           A. Effective on the start of the pay period that includes November 1, 2019, the top  
2 hourly wage rates for each job classification will be as shown in Exhibit RA.

3           B. Wage progressions are as follows:

4                   1. Except for LLR Supervisors, LLR Supervisors-in-Training, O&M  
5 Supervisors, and O&M Supervisors-in-Training, each job classification will have five step increments  
6 as follows: first step will be 70% of the top rate of the classification; upon completion of twelve  
7 months, the second step will be 80%; upon completion of the next twelve months, the third step will  
8 be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion  
9 of the next six months, the fifth step will be 100%. A new hire or an Employee who is promoted in  
10 the position of LLR Supervisor, O&M Supervisor, Electromechanic, Maintenance Service Center  
11 (MSC) Worker, Track and Right of Way (ROW) Maintainer, Rail Facilities Mechanic, and Signal  
12 and Communications Technician may be hired above the first step and up to the top step at METRO's  
13 sole discretion. The UNION will be notified of each hire at above entry step.

14                   2. LLR Supervisors-in-Training will have two step increments as follows:  
15 first step will be 85% of the top pay rate for the LLR Supervisor classification. Upon completion of  
16 six months, the second step will be 90% of the top pay rate for the LLR Supervisor classification.  
17 LLR Supervisors will have five step increments as follows: first step will be 90% of the top rate of  
18 the classification; upon completion of six months, the second step will be 92.5%; upon completion of  
19 the next six months, the third step will be 95%; upon completion of the next six months, the fourth  
20 step will be 97.5%; and upon completion of the next six months, the fifth step will be 100%. O&M  
21 Supervisors-in-Training will have two step increments as follows: first step will be 85% of the top  
22 pay rate for the O&M Supervisor classification. Upon completion of six months, the second step will  
23 be 90% of the top pay rate for the O&M Supervisor classification. O&M Supervisors will have five  
24 step increments as follows: first step will be 90% of the top rate of the classification; upon  
25 completion of six months, the second step will be 92.5%; upon completion of the next six months, the  
26 third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and  
27 upon completion of the next six months, the fifth step will be 100%.

28                   3. Lead classifications have a single wage rate and are not subject to wage

1 progression.

2 C. An Employee who is promoted into a classification with a higher top-step hourly  
3 rate shall be placed at the lowest step in the salary schedule for the new classification which results in  
4 an increase of 5%. Thereafter, a promoted Employee shall progress to any subsequent wage steps  
5 based on completion of the required service periods. Service in the new classification on a temporary  
6 upgrade status prior to promotion shall not be counted toward progression on the schedule.

7 **SECTION 2 – GENERAL WAGE INCREASE**

8 A. The general wage increases for the November 1, 2019 – October 31, 2022 contract  
9 term will be as follows:

- 10 1. On the start of the pay period that includes November 1, 2019: 3.00%.
- 11 2. On the start of the pay period that includes November 1, 2020: 3.00%.
- 12 3. On the start of the pay period that includes November 1, 2021: 2.00%.
- 13 4. On the start of the pay period that includes May 1, 2022: 2.00%.

14 B. **Cost of Living Adjustment formula.** The PARTIES have historically used a  
15 formula based on the Consumer Price Index to determine annual general wage increases. For the  
16 November 1, 2019, through October 31, 2022, term of this AGREEMENT, the PARTIES have  
17 agreed to fixed rate wage increases in Articles R14.1 and R14.2, in lieu of a formulaic COLA. The  
18 PARTIES retain the formula in Paragraphs 1 and 2 below as a record of their historical COLA  
19 formula.

20 1. All cost-of-living adjustments will be based on the annual average growth  
21 rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage  
22 Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). These  
23 adjustments will be based on the following formula:

$$24 \frac{(\text{Aug}_{y-1} + \text{Oct}_{y-1} + \text{Dec}_{y-1} + \text{Feb}_y + \text{Apr}_y + \text{June}_y)}{(\text{Aug}_{y-2} + \text{Oct}_{y-2} + \text{Dec}_{y-2} + \text{Feb}_{y-1} + \text{Apr}_{y-1} + \text{June}_{y-1})} - 1$$

25 Y = Current Year  
26 Y-1 = 1 Year Ago  
27 Y-2 = 2 Years Ago

28 2. The top step of each job classification shall be 95% of the number

1 determined by the formula in Paragraph B times the base wage for such classification. Such  
2 adjustments shall never result in a wage reduction. The base wage for each classification for the cost  
3 of living adjustments, shall be the top step wage in effect October 1, each year, for that classification.  
4 Other steps in the wage progression for each classification will be recalculated according to Section  
5 1, based on the adjusted top step.

6 C. Computations of all wage rates will be carried out to the tenth of a cent (\$.001).  
7 Amounts less than five-tenths of a cent (\$.005) will be rounded down to the nearest cent (\$.01); and  
8 amounts greater or equal to five-tenths of a cent (\$.005) will be rounded up to the nearest cent (\$.01).

9 ***SECTION 3 – TLT HIRED AS CAREER SERVICE EMPLOYEE***

10 A Term-Limited Temporary (TLT) Employee who is separated from METRO and  
11 rehired as a Career Service Employee within one year into the same classification they left will  
12 receive wage progression credit and vacation service credits for time served as a Term-Limited  
13 Temporary (TLT) Employee. All forfeited sick leave will be reinstated.

14 ***SECTION 4 – FLSA REQUIREMENTS***

15 A. All applicable non-overtime premiums received (e.g., spread pay and student pay)  
16 will be added into an Employee’s total compensation for the calculation of the “regular rate of pay”.

17 B. A Rover, extra person, or a Relief LLR Supervisor who has their RDOs changed,  
18 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40. RAIL  
19 will attempt, whenever possible, to provide such Employee with two days off during each scheduled  
20 workweek.

21 ***SECTION 5 – DEMOTION***

22 Employees who accept a demotion into a lower paid UNION position because of poor health  
23 or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step  
24 within the new position’s wage range which most closely matches the Employee’s wage in their  
25 former wage range, but does not exceed the rate of pay received by the Employee in their former  
26 classification.

1 **ARTICLE R15: STREETCAR OPERATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A “Streetcar Operator” shall mean a person employed by METRO on a continuing  
4 basis to operate the South Lake Union Streetcar or First Hill Streetcar who receives an eight-hour  
5 minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour  
6 minimum guarantee of straight-time pay per day not to exceed four days per week, provided they  
7 have accepted all work assigned as specified in this Article. For each regularly-scheduled workday  
8 or portion thereof on which a Streetcar Operator does not perform their assignment, they shall lose  
9 their guarantee for that day and they shall be paid only for actual time worked, unless otherwise  
10 provided in this AGREEMENT. A “regularly-scheduled workday” shall mean a day on which an  
11 Employee is normally required to work.

12 B. There will be three kinds of Streetcar Operators: Regular Streetcar Operators,  
13 Extra Board Streetcar Operators, and Report Streetcar Operators. A “Regular Streetcar Operator”  
14 shall mean a Streetcar Operator who picks runs as a work assignment for their eight or ten-hour  
15 guarantee. An “Extra Board Streetcar Operator” shall mean a Streetcar Operator who picks the Extra  
16 Board and works as assigned for their eight-hour guarantee. A “Report Streetcar Operator” shall  
17 mean a Streetcar Operator who picks report assignments for their eight-hour guarantee.

18 C. “Loader” shall refer to an Employee who picks, or is assigned on the Extra Board,  
19 the task of selling passage; but who does not drive the conveyance for which the passage is sold. A  
20 Streetcar Operator who is assigned to loading duties may be assigned other duties during their shift.

21 ***SECTION 2 – HIRING OF STREETCAR OPERATORS***

22 A. RAIL will post and conduct recruitments for Streetcar Operators to fill Career  
23 Service vacancies and to maintain a sufficient number of Reserve Streetcar Operators. This  
24 recruitment will be limited to Full-Time and Part-Time Bus Operators. Full-Time and Part-Time Bus  
25 Operators who are selected and meet the qualifications through this process will be placed on a  
26 trainee list and receive training.

27 B. If at the end of a Streetcar Operator training class, RAIL has insufficient positions  
28 for all trainees who pass the class, those who are not placed in a Career Service Streetcar Operator

1 position will return to their Bus positions until RAIL can appoint them to a position. Employees who  
2 complete the training and become certified will be placed on a reserve list in seniority order. When a  
3 Career Service position becomes available, it will be offered to those on the reserve list by seniority.

4 C. A Reserve Operator who becomes a Career Service Streetcar Operator shall be  
5 committed to their position in Streetcar per the terms of Article R6, Section 5 – Commitment to Rail.

6 D. If RAIL or METRO is unable to meet the staffing needs under the provisions in  
7 Paragraphs A and B, RAIL may post and run a competitive recruitment open to external candidates.  
8 Current Career Service bargaining unit Employees deemed qualified through this recruitment process  
9 will be offered Streetcar Operator positions before hiring from outside the bargaining unit.

10 **SECTION 3 – PROMOTIONAL LISTS**

11 1. If a Reserve Streetcar Operator accepts a Career Service Streetcar Operator  
12 position, they will be removed from any of the other Operator lists (LLR, and PTO to FTO) and will  
13 be ineligible to apply for any other Operator selection process for a period of six months from the  
14 date of hire at Streetcar.

15 2. If a Reserve Streetcar Operator turns down an offer of appointment to a Career  
16 Service Streetcar Operator position, they will be removed from the Streetcar Operator Reserve list.

17 3. The provisions of this AGREEMENT apply to job offers for training classes.

18 4. Transit Human Resources will notify candidates for the positions covered by this  
19 AGREEMENT about the provisions of this section of the AGREEMENT.

20 **SECTION 4 – STREETCAR OPERATOR GUARANTEES**

21 A. Streetcar Operators will not be required to accept Part-Time status.

22 B. All runs and reports will be worked by Streetcar Operators, except as provided  
23 elsewhere in this AGREEMENT.

24 C. All vacation reliefs will be worked by Streetcar Operators, except as provided  
25 elsewhere in this AGREEMENT.

26 D. The Extra Board will be worked only by Streetcar Operators, except as provided  
27 elsewhere in this AGREEMENT.

28 E. Except as provided in Section 10, O&M Supervisors will be limited to working no

1 more than 120 hours platform time per calendar year. When the total hours worked by O&M  
2 Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours  
3 worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds  
4 the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident  
5 one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL  
6 agrees to provide the UNION with an accounting monthly or when requested, for the purpose of  
7 enforcing this AGREEMENT.

8           **F.** All Streetcar Operators on their regular workdays will be paid straight through on  
9 Saturdays, Sunday and modified schedule days.

10           **G.** Assignment of specials and extras will be made to Streetcar Operators before  
11 being assigned to another classification.

12           **H.** Other Rail certified employees may operate in service in order to retain Rail  
13 certification or in an emergency.

14           ***SECTION 5 – GENERAL CONDITIONS***

15           **A.** Each Streetcar Operator will sign in for their work. When a Streetcar Operator  
16 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator  
17 to take the assignment.

18           **B.** If no Streetcar Operator is available to work, other certified employees may be  
19 used to sustain service until a Streetcar Operator is located to perform the work.

20           **C.** Any Streetcar Operator not being relieved when arriving at the relief point will call  
21 the O&M Supervisor and inform them that no relief Streetcar Operator is present. If the Streetcar  
22 Operator does not wish to continue working, they shall request to be relieved. RAIL must relieve the  
23 Streetcar Operator within one and one-half hours.

24           **D.** An “assignment” shall mean any work or duties that the Employee is required to  
25 perform.

26           **E.** The cutoff time for calling to be removed from the sick list, and for signing the day  
27 off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., they  
28 may retain their following day’s full assignment by calling off the sick list at least one hour prior to

1 the start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.

2 **F.** At each pick, a Streetcar Operator may indicate their preference regarding training  
3 assignments. RAIL will attempt to accommodate a Streetcar Operator’s preference when assigning  
4 students; however, any Streetcar Operator may be given a training assignment if necessary. Trainees  
5 shall drive during all training assignments unless RAIL or the instructing Streetcar Operator  
6 determines that safety would be jeopardized.

7 **G.** RAIL shall provide a minimum five-minute scheduled layover after each revenue  
8 trip, except when:

- 9 **1.** The revenue trip is less than 15 minutes long, or
- 10 **2.** The revenue trip is the last revenue trip before the streetcar returns to the  
11 base, or
- 12 **3.** The revenue trip is live-looped or through-routed, or
- 13 **4.** The layover has been reduced by mutual agreement of the PARTIES.

14 When circumstances beyond the Streetcar Operator’s control result in less than five minutes  
15 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at  
16 the next southern terminal, except on their last trip, provided the Streetcar Operator attempts to notify  
17 the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION as  
18 having insufficient layover time.

19 **H.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute  
20 layover in assignments over five hours in length and an additional 15-minute layover in weekday  
21 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it  
22 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a  
23 service report. “Length” equals report, travel and platform time, but does not include bonus time.

24 **I.** Each day at each base, METRO guarantees that for every 45 Operators normally  
25 scheduled to work on that day, rounded to the nearest 45, one Operator shall be excused from their  
26 assignment. However, the guarantee shall be a minimum of one each day at each base. Request for  
27 AC days off may not be entered into the day off book more than one calendar month in advance of  
28 the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day prior. An

1 Operator who has had the same day of the week off in the last three (3) weeks and/or has no vacation  
2 leave or AC time shall be moved to the bottom of the list. If workforce allows, more than one  
3 Operator can be excused for the day. These guarantees are subject to Article R12, Section 10,  
4 Paragraph D.

5 **J.** All assignments shall be completed within a maximum 14-hour spread or up to 16  
6 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start  
7 time of the first assignment following at least ten continuous hours off.

8 **K.** When a Streetcar Operator presents a valid medical restriction which prevents  
9 operation of the equipment or in the facility of their assignment, METRO will work with the UNION  
10 to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-up.

11 ***SECTION 6 – RUNS***

12 **A.** There shall be two types of Streetcar Operator runs.

13 **1.** A “straight run” will consist of straight-through work including platform,  
14 report, travel time and other duties as assigned (within the Employee’s job classification).

15 **2.** A run combination or “combo” will consist of two or three pieces of work  
16 which are at least seven hours and eleven minutes in total work time, including platform, report,  
17 travel time, and other duties as assigned (within the Employee’s job classification), and which are  
18 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through  
19 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and  
20 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

21 **B.** At least 75% of all runs Monday through Saturday will be straight runs. Combos  
22 on Saturdays shall be paid straight through. There shall be no combos on Sundays.

23 **C.** Runs shall be determined by RAIL in accordance with the provisions in this  
24 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be  
25 defined as a “tripper”.

26 **D.** Any Extra Board Streetcar Operator working a regularly-scheduled run shall be  
27 paid the regularly-scheduled run pay.

28 **E.** Runs and combos may be broken into trippers on the same day in order to allow

1 RAIL to fill all work.

2 **SECTION 7 – STREETCAR OPERATOR PICKS**

3 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of  
4 packaged assignments and RDOs, Extra Board positions, and vacations.

5 B. Streetcar Operators will have two system wide picks, at least 22 weeks apart. An  
6 additional system wide pick will occur at a time to take effect during June.

7 C. Copies of the pick schedule will be posted in the base and in the UNION office at  
8 least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,  
9 certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

10 D. A Streetcar Operator who wishes to select an assignment must select an  
11 assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree  
12 otherwise.

13 E. RAIL will determine the Regular work assignments and the number of Extra Board  
14 positions and Extra Board RDO combinations. Copies of all assignments will be posted in the base  
15 six days prior to the start of the assignment selection.

16 F. The UNION shall be supplied a copy of the final work assignments to be used for  
17 the pick at least two weeks prior to the first day of the pick.

18 G. Each Streetcar Operator shall have two consecutive RDOs, or in case of a 4/40  
19 Streetcar Operator three consecutive RDOs, in every seven-day period, except when Streetcar  
20 Operator shake-ups or move-ups make this impossible.

21 H. No Streetcar Operator will be forced to pick an assignment of runs which would  
22 result in less than ten hours off between consecutive workday assignments, or less than 56 hours off  
23 on their two consecutive RDOs.

24 I. The pick will be conducted by guidelines mutually established by the PARTIES.  
25 No Streetcar Operator shall be compensated for time spent in the selection process, unless it is during  
26 their regular work hours. A UNION representative shall be present and shall certify the pick.

27 J. A Streetcar Operator, who fails to appear at their scheduled pick time and who does  
28 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected

1 for them by the UNION representative. The UNION representative shall make an effort to select an  
2 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will  
3 not be subject to the grievance/arbitration procedure.

4 **K.** Each Streetcar Operator must pick work which is compatible with any existing  
5 medical restrictions they have on file with METRO. Failure to do so will result in a forfeiture of the  
6 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has  
7 picked an incompatible assignment, unless no work is available within the Streetcar Operator's  
8 restriction.

9 **L.** To meet specific service needs, RAIL may identify specific days on which  
10 Streetcar service will operate on a schedule different than the regular schedule. Such schedule  
11 deviation days may include a change in the hours of service, the frequency of service, and/or the  
12 number of cars in service during any portion of the service day. Any day identified by RAIL that will  
13 have a schedule deviation will be posted at the pick. Each Regular Streetcar Operator working on  
14 their regular workday will pick their assignment, by seniority. Regular Streetcar Operators may  
15 select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned  
16 work will go to the Extra Board Streetcar Operators scheduled to work that day.

17 **M.** A Streetcar Operator who has been unable to work for 30 days or more must be  
18 medically released for full duty effective the first day of the shake-up to be on the pick schedule.  
19 Such Streetcar Operator will not be allowed to pick an assignment except by mutual agreement  
20 between the PARTIES. A Streetcar Operator who returns to duty without a picked assignment will  
21 be placed on an assignment mutually agreeable to the PARTIES.

22 ***SECTION 8 – MOVE-UPS***

23 **A.** If regular or Extra Board assignments become vacant, less senior Streetcar  
24 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the  
25 entire assignment (including RDO combination) of the Streetcar Operator who vacated the  
26 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator  
27 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations or  
28 positions become available, Extra Board Streetcar Operators at the base who could not have picked

1 these RDO combinations or positions may choose the new RDO combinations or positions. Streetcar  
2 Operator move-ups will be conducted only when they can be implemented at least 28 days prior to a  
3 shake-up.

4 **B.** Move-ups will be conducted by Shop Stewards at the affected base at the direction  
5 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the  
6 grievance/arbitration procedure.

7 **SECTION 9 – VACATION SELECTION**

8 **A.** Vacations will be picked once per year. Available vacation blocks will be for a  
9 full year.

10 **B.** Vacations may be split into periods of one or more full weeks.

11 **C.** METRO shall determine the number of vacations offered in each period. Each  
12 year, METRO shall furnish the UNION with a list of vacation periods.

13 **D.** Employees may only pick vacation hours totaling up to their balance at the time of  
14 the pick. After the vacation pick, any other vacation requests will be considered on a first come, first  
15 served basis.

16 **E.** Future pick and shake-up dates occurring during the vacation periods that Streetcar  
17 Operators can select at the current pick shall be posted in the pick room by METRO.

18 **F.** After a vacation relief has been assigned to an Extra Board Streetcar Operator,  
19 there shall be no changes in vacation unless agreed by the Streetcar Operator who is assigned the  
20 vacation relief.

21 **G.** A Streetcar Operator may, with METRO approval, change their vacation at the  
22 base to a period which they did not have the seniority to pick provided the available period(s) are  
23 posted at least one week in advance.

24 **H.** A Streetcar Operator may otherwise use vacation in increments of one or more  
25 hours, provided they have vacation available and subject to advance approval by their Chief.

26 **SECTION 10 – EXTRA BOARD**

27 **A.** Extra Board Streetcar Operators shall bid three times a year (with other Streetcar  
28 Operators).

- 1                   **B.** Extra Board Streetcar Operators shall bid for two consecutive RDOs.
- 2                   **C.** Extra Board Streetcar Operators shall bid on chronological position on the Extra  
3 Board (“1”, “2” or “3”).
- 4                   **D.** Extra Board Streetcar Operators may exercise classification seniority to work  
5 regular runs that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained  
6 absence of more than one week.
- 7                   **E.** At RAIL’s discretion, FTOs and PTOs (Streetcar Reserve Operators) who have  
8 been trained as Streetcar Operators may be added one up from the bottom of the Extra Board.
- 9                   **F.** During a shake-up, any newly hired Streetcar Operators shall be placed two  
10 positions up from the bottom of the Extra Board at First Hill Streetcar and one up from the bottom at  
11 South Lake Union Streetcar. Selection of open positions shall be by seniority.
- 12                   **G.** All work assigned to an Extra Board Streetcar Operator as part of their regular  
13 workday assignment will be within a spread of 14 hours except in the case of an emergency.
- 14                   **H.** The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be  
15 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar  
16 Operator who is available the following day will receive one hour of straight-time pay, except in case  
17 of extreme emergency.
- 18                   **I.** The Extra Board work shall be assigned according to the following rules:
- 19                           **1.** Extra Board Streetcar Operators shall work all assignments as assigned by  
20 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular  
21 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job  
22 description. Assignments may include “Report” time assignments as determined by an O&M  
23 Supervisor.
- 24                           **2.** All work shall be assigned to the Extra Board, from the top of the board  
25 down, according to quit time, with the earliest quit assigned first.
- 26                           **3.** Quit time of special work shall be estimated by RAIL for the purpose of  
27 establishing assignment sequence. There is no guarantee that special work will quit at the estimated  
28 time.

1                                   4. If two or more Streetcar Operator assignments quit at the same time, they  
2 shall be assigned as follows:

- 3                                   a. A run will be assigned before a report.
- 4                                   b. An assignment with more pay will be assigned before an assignment  
5 with less pay.
- 6                                   c. If two assignments pay the same, the assignment with the lesser  
7 amount of work including report time and travel time will be assigned first.
- 8                                   d. If two assignments pay the same and have the same amount of work  
9 including report time and travel time, they will be assigned at the discretion of RAIL.

10                               5. If the number of Extra Board Operators available for work on a regular  
11 workday is greater than the number of available runs, reports and special work which fits the  
12 definition of a run, then tripper combinations may be inserted in the assignment sequence according  
13 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work  
14 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than  
15 one split will be paid straight-through for the lesser split. Any tripper combination split of 29  
16 minutes or less will be paid straight-through.

17                               6. If the number of Extra Board Streetcar Operators available for work on a  
18 regular workday is less than the number of available runs and special work which fits the definition  
19 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

20                               7. On holidays, a Streetcar Operator left without an assignment shall receive the  
21 day off at holiday pay. All Streetcar Operators who request the holiday off via the day off book will  
22 be excused before any Streetcar Operator is forced to take the day off.

23                               8. Any Extra Board Streetcar Operator who receives an assignment out of  
24 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-  
25 time pay, except in case of extreme emergency. Any Streetcar Operator who receives an overtime  
26 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive  
27 pay to equal the assignment they should have had or the assignment they received, whichever is  
28 greater.

1                   **9.** The following provisions shall apply to Extra Board Streetcar Operators who  
2 choose vacation reliefs:

3                               **a.** Extra Board Streetcar Operators may request to work the runs of  
4 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, unpaid leave  
5 of absence of one week or more or other long term absences. Vacant runs may be picked as vacation  
6 reliefs until they are filled by a move-up. Streetcar Operators will pick this work by seniority.

7                               **b.** When a vacation relief assignment ends, the Extra Board Streetcar  
8 Operator shall revert to their regular picked position on the Extra Board without any penalty to RAIL.  
9 This Streetcar Operator then becomes eligible for the next available vacation relief, or remainder of  
10 an unpicked vacation relief, according to seniority. Such Streetcar Operators shall retain the RDOs of  
11 the vacation relief through the remainder of the pay week.

12                               **c.** Extra Board overtime policies remain unchanged.

13                               **d.** An Extra Board Streetcar Operator picking a vacation assignment  
14 must work the entire vacation assignment, except as provided in Subparagraph b.

15                               **10.** If an Extra Board Streetcar Operator's normal sequence assignment  
16 conflicts with their partial absence or non-driving assignment, then such Streetcar Operator will be  
17 given an assignment which is not a straight run. RAIL will attempt to maximize straight-time paid  
18 work hours for such Streetcar Operators.

19                               **J.** No Streetcar Operator's RDO shall be cancelled or changed without the consent of  
20 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall  
21 have a minimum of 56 hours off for their two consecutive RDOs.

22                               **K.** Extra Board Streetcar Operators working a report assignment:

23                                       **1.** Extra Board Streetcar Operators will be available for a spread of 13 hours  
24 and must accept all work according to Extra Board Streetcar Operator work rules set forth in this  
25 AGREEMENT.

26                                       **2.** A Streetcar Operator may voluntarily waive their 13-hour spread. A  
27 Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14  
28 hours.

1                   3. The Streetcar Operator with the earliest first report time gets the first piece  
2 of work that is or becomes available within their spread, except in cases of emergency. If the  
3 assignment is less than eight hours work time, the Streetcar Operator may be assigned additional  
4 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules  
5 of Section 10, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late  
6 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

7                   4. At the discretion of the O&M Supervisor, assignments that become  
8 available for Extra Board Streetcar Operators may be broken up if necessary to keep service in  
9 operation.

10                  5. Work available at the time an Extra Board Streetcar Operator working on  
11 report is released from an a.m. assignment may be assigned at that time for the remainder of the day  
12 at the discretion of the O&M Supervisor.

13                  6. No Extra Board Streetcar Operator will be required to work prior to report  
14 time.

15                  L. When an Extra Board or Report Streetcar Operator is sent to work at a base they  
16 did not pick, also known as “inter-basing,” the following will apply:

- 17                   1. Employees will report to the base where they picked and sign-in for work.
- 18                   2. RAIL is responsible for transporting the Employee to and from the other  
19                   base assignment.
- 20                   3. Employees will sign out from the base they picked.
- 21                   4. Employees are paid for all time between sign-in and sign-out, including  
22                   travel time.

23                  ***SECTION 11 – OVERTIME***

24                  A. All hours worked in excess of eight hours in the scheduled workday or work on a  
25 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the  
26 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified  
27 in this AGREEMENT.

28                  B. Any Streetcar Operator working a regular run on their RDO shall be paid for eight

1 hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Streetcar  
2 Operator who works two separate and complete runs on the same day will be paid such guarantee for  
3 each run. A Streetcar Operator assigned overtime on their RDO, per Paragraph C.2 and C.4, shall be  
4 guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.

5 C. If overtime is available it shall be assigned by seniority with the greatest pay time  
6 first, according to the following Streetcar Operator sequence:

- 7 1. Extra Board Streetcar Operators on regular workday within their stated  
8 preference.
- 9 2. Extra Board Streetcar Operators on an RDO.
- 10 3. Regular Streetcar Operators on regular workday.
- 11 4. Regular Streetcar Operators on an RDO.
- 12 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding  
13 their stated preference, except as provided in Section 5, Paragraph J.
- 14 6. Available O&M Supervisors shall be offered an opportunity to work  
15 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have  
16 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on  
17 both their regular workdays or on their regular days off.
- 18 7. Extra Board Streetcar Operators on regular workday forced in inverse order  
19 of seniority.

20 D. No Streetcar Operator shall be required to work on their RDO. No Regular  
21 Streetcar Operator shall be assigned overtime work unless they volunteer for such work.

22 E. Any Streetcar Operator volunteering for overtime shall be required to work the  
23 overtime assigned.

24 F. An Extra Board Streetcar Operator may request to add or remove overtime  
25 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.  
26 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance  
27 with Paragraph C.7.

28 G. A Regular Streetcar Operator may request to be added to or removed from the

1 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be  
2 effective Saturday.

3 **H.** During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar  
4 Operator to remain available to continue to perform work within their job classification.

5 **SECTION 12 – SPECIAL ALLOWANCES**

6 **A.** No less than ten minutes report time shall be paid at the applicable rate.

7 **B.** Employees will receive pay for all time spent completing written reports if the time  
8 is beyond regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to  
9 pay Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any  
10 time actually worked and will pay overtime as required by both this AGREEMENT and by state and  
11 federal law.

12 **C.** A Streetcar Operator who is not on report shall be paid a minimum of one hour  
13 straight-time pay for a streetcar change.

14 **D.** One hour straight-time pay shall be paid to a Streetcar Operator for each day spent  
15 instructing a student.

16 **E.** If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the  
17 overtime rate applies, they will be paid at the overtime rate or receive the minimum tripper time,  
18 whichever is greater.

19 **F.** The minimum time paid, including report and travel time, for regularly-scheduled  
20 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half  
21 hours straight-time pay (one hour forty minutes overtime pay).

22 **G.** An Extra Board Streetcar 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 **H.** Each Regular or Extra Board Streetcar Operator, who works a combo or frag  
27 having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the  
28 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-

1 half for time in excess of 10-1/2 hours.

2 I. Road relief travel time shall be paid at the applicable rate based upon the maximum  
3 time required for travel from the base to a relief point during the applicable period of the day.

4 J. A Streetcar Operator who is relieved on the road and is directed by METRO to  
5 return to the base to submit an accident or incident report or a found item will be paid travel time at  
6 the applicable rate.

7 **SECTION 13 – UNIFORMS**

8 A. If Streetcar Operators are required to wear uniforms that are different from those  
9 of FTOs, then upon completion of training and after certification, a newly hired Streetcar Operator  
10 shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to the extent that  
11 these articles of clothing differ from Bus uniforms. Thereafter, the uniform allowance shall be  
12 available annually on the Streetcar Operator’s anniversary date.

13 B. A uniform allowance of twelve times the top step FTO wage rate on January 1 of  
14 each year shall be available annually on each Streetcar Operator’s certification date. FTOs who  
15 move from Bus to Streetcar, will continue to receive their uniform allowance on their original Bus  
16 qualification date. The uniform allowance may be used only to purchase authorized uniform items.  
17 A Streetcar Operator who does not pick an assignment and who is not required to be in uniform will  
18 have their uniform allowance for the following year reduced by one-third of the annual allowance for  
19 each shake-up on such status.

20 C. Uniform allowance balances may be carried over if unused. A Streetcar  
21 Operator’s accrued allowance may not exceed 25 times the top step FTO wage rate as shown in  
22 Exhibit RA.

23 D. Streetcar Operators are required to be in uniform while on duty. When uniform  
24 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M  
25 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from  
26 work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall  
27 be considered acceptable uniform attire.

28 E. Footwear designated by RAIL may be purchased with the uniform allowance.

1 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel  
2 over two inches high.

3 F. All uniform items will be union made, unless mutually agreed between the  
4 PARTIES.

5 **SECTION 14 – RESERVE STAFF FOR STREETCAR OPERATORS**

6 A. When there is no immediate need to fill regular vacancies in Streetcar, Reserve  
7 Streetcar Operators will return to their Bus positions. Reserve Streetcar Operators shall remain  
8 classified as Bus Employees after their certification at Streetcar.

9 B. As needed, RAIL will offer temporary Streetcar assignments of two weeks or  
10 longer to Employees on the Reserve list in order to fill temporary RAIL workforce shortages. The  
11 temporary assignment will be offered to Operators on the Streetcar Operator Reserve list in seniority  
12 order. Such work will be assigned to Reserve Streetcar Operators who are available for the  
13 assignment.

14 **SECTION 15 – ATTENDANCE**

15 A. The PARTIES recognize that RAIL provides an essential public service and that  
16 Employees have the responsibility and the obligation to report for all assignments unless previously  
17 excused.

18 B. If an Employee is late, the Employee is encouraged to report for possible  
19 assignments if work is available under other conditions, as noted in this AGREEMENT.

20 C. An Employee requesting work on their RDO, who fails to report for work or who  
21 reports for work late, will be subject to the policies defined in this AGREEMENT.

22 D. Misses include late reports, unexcused absences and absences. All misses shall be  
23 recorded. Unexcused absences recorded in a four-month period shall be subject to the following  
24 controls:

- 25 • First – Informational Notice.
- 26 • Second – Oral Reminder.
- 27 • Third – Written Reminder and the Employee will be offered a program of  
28 assistance from both PARTIES in developing a plan to improve attendance. This program will

1 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
2 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
3 which will be specific to the Employee.

4 • Fourth – One-day suspension, unless the Employee has a five-year record of  
5 less than three misses per year, in which case another Written Reminder shall be issued. Whether  
6 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

7 • Fifth – Discharge, unless RAIL determines that an additional suspension  
8 may be sufficient to correct the Employee’s attendance problem.

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 and Employee will be offered a program of  
12 assistance from both PARTIES in developing a plan to improve attendance. This program will  
13 include a referral to the Employee Assistance Program (EAP). The METRO unit  
14 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
15 of the program, which will be specific to the Employee.

16 • Fifth – Written Reminder.  
17 • Sixth – Review of program of assistance; Explanation of Attendance  
18 Probation.

19 • Seventh – One-day suspension. Placement on Attendance Probation. This  
20 counts as FIRST probationary absence.

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 on the calendar day following the  
24 Employee’s seventh miss.

25 2. The Employee will be offered a program of assistance from the PARTIES  
26 in developing a plan to improve attendance. This program will include a referral to the Employee  
27 Assistance Program (EAP). 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 their 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 7/17/2014 that they had a  
8 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two  
9 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

10 An Employee who successfully completes the two twelve-month periods will no longer be on  
11 attendance 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,  
15 industrial injury, or other protected leave in excess of ten consecutive days.

16 G. Four consecutive workdays of absence without leave may be considered a  
17 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
18 circumstances.

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 Streetcar Operators include:

27 1. Unexcused Absence – Failure to report within one hour after designated  
28 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before

1 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay  
2 for the day. However, if an Employee is incapable of complying with these requirements to timely  
3 report based on a condition listed in Article R11.4, they will be excused if the request is properly  
4 submitted.

5                   2. Late Report – Reporting to work late from two minutes up to one hour after  
6 designated report time.

7                   3. Absence – An unexcused absence which has been changed to an absence.

8                   **J.** 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                   **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a  
12 minor infraction, as defined in Article R4, Section 3.

13                   **L.** The procedure for late reports and absences for Streetcar Operators shall be as  
14 follows:

15                   1. If the assigned Operator signs in or reports to their assigned work location  
16 within two minutes after the report time they will be allowed to work their assignment and shall not  
17 receive a late report. The clock in the reporting area will be used to determine time. If there is a  
18 dispute as to the accuracy of the clock in the reporting area, the LCC's clock will be determinant.

19                   2. If the first Report Operator is assigned to work, the Dispatcher/Planner will  
20 verbally notify the next Report Operator to be available to sign in for work.

21                   3. Each Operator on late report will be assigned to the bottom of the report list  
22 in order of arrival. One hour of pay will be guaranteed to Operators who are assigned to late report.  
23 If an assignment can be made, normal procedures shall prevail.

24                   4. At the end of one hour, an Operator on late report will report to the  
25 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on  
26 report. If such Operator is continued on report, the one hour guaranteed pay will be included in the  
27 two and one-half hour report guarantee.

28                   5. If an Operator on late report fails to report to the Dispatcher/Planner after

1 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the  
2 hour, the Operator will be paid from the beginning of the late report up to the beginning of the  
3 assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and  
4 is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be  
5 paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report  
6 fails to report to the Dispatcher/Planner after one hour and is notified of such by the  
7 Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour  
8 of late report.

9                   6. If, after one hour, no work is available, the Operator will be released, or  
10 placed at the bottom of the report list for work later in the day at a minimum pay of two and one-half  
11 hours.

12                   M. The procedures for changing misses to absences or excused absences shall be as  
13 follows:

14                   1. A Streetcar Operator may provide a written request to the immediate  
15 supervisor the same day as their unexcused absence. If such request is granted, the Streetcar  
16 Operator either will be placed at the bottom of the report list for work later in the day at minimum  
17 pay of two and one-half hours or will be told to return home.

18                   2. For a Streetcar Operator, a request for a miss to be changed to an absence or  
19 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of  
20 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an  
21 absence or excused absence.

22                   N. The procedure for Streetcar Operators coming off the sick list shall be as follows:

23                   A Streetcar Operator coming off the sick list must notify the Streetcar base that they are  
24 assigned to by 10:00 a.m. in order to be scheduled for work the next day. One continuous incident of  
25 sick leave will be charged to an Operator who anticipates returning to work and comes off the sick  
26 list prior to 10:00 a.m., but whose licensed practitioner will not release the Operator for duty the  
27 following day.

1 **ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A “Streetcar Maintenance Employee” shall mean a person employed by RAIL on a regular  
4 full-time continuing basis to service and maintain streetcar equipment and/or facilities and other  
5 duties as determined by RAIL in the following classifications.

- 6 • Electromechanics
- 7 • Maintenance Service Center Worker
- 8 • Rail Service Worker
- 9 • Track and Right of Way Maintainer

10 ***SECTION 2 – HIRING***

11 Streetcar Maintenance Employees shall be hired through an open and competitive recruiting  
12 process.

13 ***SECTION 3 – GENERAL CONDITIONS***

14 A. RAIL shall not adopt time estimates contained in flat-rate books for scheduling or  
15 evaluation purposes. METRO work standards are exempted from this provision.

16 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified  
17 Employee. No Employee will be required to perform an unsafe procedure.

18 C. When an Electromechanic is sent to work at a base they did not pick, also known  
19 as “inter-basing”, the following will apply:

20 1. Electromechanics will report to the base where they picked and sign-in for  
21 work.

22 2. RAIL is responsible for transporting the Employee to and from the other  
23 base assignment.

24 3. Electromechanics will sign out from the base they picked.

25 4. Electromechanics are paid for all time between sign-in and sign-out,  
26 including travel time.

27 ***SECTION 4 – WORK ASSIGNMENTS***

28 A. The workweek shall consist of five consecutive days, except when an Employee’s

1 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each  
2 regular workday. Each shift will be completed within a continuous eight and one-half hour period,  
3 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard  
4 shift will be completed within a continuous eight hour period, and will include a paid one-half hour  
5 lunch break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard  
6 shift, there is an expectation that quantity of work will not decrease partly because the  
7 overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a  
8 regular schedule consisting of an alternative workweek will be governed by the provisions in Article  
9 R13.

10 **B.** A new Employee shall be assigned by RAIL until the next pick or move-up.

11 **C.** Assignment of specific duties on any shift shall be at the discretion of RAIL.

12 **D.** For the purposes of the pick and subsequent work assignments, the graveyard shift  
13 shall be considered the first shift of the workday; the day shift shall be considered the second; and the  
14 swing shift shall be considered the third.

15 **E.** Should it become necessary to alter a shift during a shake-up and such alteration  
16 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or  
17 request for accommodation which requires an alteration in the start or quit times of a shift, such  
18 Employee may request that RAIL consider their request. METRO will then contact the UNION to  
19 review the matter.

20 **F.** For holiday work assignments, RAIL will determine the staffing needs for each  
21 shift. When RAIL has determined which classifications will be required to work, Employees in those  
22 classifications will be offered the holiday assignment in seniority order, as follows:

- 23 1. Employees on regular workday.
- 24 2. Employees on their RDO
- 25 3. By inverse seniority to Employees on regular workday.

26 ***SECTION 5 – PICKS AND MOVE-UPS***

27 **A.** Three times each year, consistent with Streetcar Operator picks or when a facility  
28 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each

1 shift shall be posted.

2           **B.** At the pick, each Employee listed in Section 1 will be permitted to select shift  
3 (when applicable), and their two consecutive RDOs. Specific duties within a classification also may  
4 be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL  
5 Manager/designee will meet with the UNION Executive Board Officer for Rail and the  
6 President/Business Representative/designee to discuss and identify any ongoing or planned special  
7 projects that may be appropriate for posting on the pick sheets.

8           **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of  
9 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,  
10 RAIL will notify the UNION before the modification is posted. No changes will be made less than  
11 five days prior to the pick.

12           **D.** An Employee shall be compensated for the time spent in the selection process  
13 when it is during their work hours.

14           **E.** UNION representatives for Maintenance will be present and facilitate the pick.

15           **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form  
16 with the RAIL designee, as identified on the pick schedules, indicating their work preferences. The  
17 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will  
18 result in the UNION representative picking an assignment for the Employee. The UNION  
19 representative shall make an effort to select an assignment comparable to the last picked position  
20 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to  
21 the grievance/arbitration procedure.

22           **G.** When RAIL determines that an Employee will be unavailable for work for an  
23 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail  
24 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they  
25 may return to their previous picked position, if such still exists, or to a position as close as possible to  
26 the assignment they were working previously. RAIL and the Employee may mutually agree to a  
27 different assignment, and the UNION will be notified.

28           **H.** If a vacant position is to be filled, Employees in that classification at that base may

1 have a move-up. The UNION will be notified and effect the move-up.

2 I. The Streetcar Electromechanics shall pick from among the positions at Streetcar.

3 J. For a two week block, Rail Service Workers shall be assigned to report to a  
4 particular base to sign in. However, on a daily basis, Rail Service Workers may be assigned to work  
5 any base. If RAIL expands to hire more than one RSW, the RSWs will pick at a specific base.

6 **SECTION 6 – VACATION SELECTION**

7 A. A once yearly vacation pick will be held during the first pick of the year.  
8 Available vacation blocks will be for a full year.

9 B. A minimum of one Employee per base will be allowed on vacation at any one  
10 time.

11 C. Vacation may be split into blocks of one or more full weeks. The selection of  
12 vacations by Employees shall be extended over the entire payroll year. An Employee who takes their  
13 vacation in two or more blocks shall select the second block of their vacation after all Employees in  
14 their classification have made their first selection; their third selection after all Employees in their  
15 classification have made their second selection; etc., until all blocks of the vacation have been  
16 selected. Picked vacation blocks will begin or end with the Employee's RDO.

17 D. Employees may use vacation or accumulated accruals in increments of one or  
18 more hours, provided they have available vacation or accumulated time and subject to advance  
19 approval by their immediate supervisor.

20 **SECTION 7 – OVERTIME**

21 A. All hours worked in excess of eight in the scheduled workday or work on an  
22 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-  
23 time rate of pay for the classification for actual overtime hours worked.

24 B. 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 graveyard shift shall be paid at the  
27 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at  
28 the graveyard shift overtime rate of pay.

1 C. Overtime assignment of four hours or less will be offered, by seniority at a  
2 location, to qualified Employees who are working the shift preceding or succeeding the shift where  
3 the work is to be accomplished and/or performed.

4 D. Overtime assignments of more than four hours will be offered, by seniority at a  
5 location, to qualified Employees, including Employees on their RDO.

6 E. Overtime assignments of eight or more hours will first be offered to qualified  
7 Employees at a location who are on their RDO before it is split and offered in smaller pieces.

8 F. Should no Employee at a location accept the overtime assignment, it may be  
9 offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign  
10 the work at a location to a qualified Employee, it may choose to assign the overtime to the least  
11 senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the  
12 overtime may be assigned to the next least senior qualified Employee who is reasonably available.

13 G. An Employee who is scheduled for paid time off, and who is interested in working  
14 on the RDOs preceding or succeeding their paid time off, must provide written notice to their  
15 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to  
16 these RDO's also require this notice. For overtime assignment, they will be considered in seniority  
17 order in accordance with Paragraphs D and E.

18 H. In the case of an extreme emergency, RAIL can assign overtime work to any  
19 certified Employee. An Employee who works overtime during an extreme emergency shall be  
20 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-  
21 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-  
22 day period. An Employee may voluntarily waive the time off required in this Paragraph.

23 I. An Employee, who has gone home after their regular shift and who is called back to  
24 work and reports for work, will be guaranteed at least four hours pay at the overtime rate.

25 J. An Employee called in before their regularly-scheduled report time and in  
26 conjunction with their regular shift will be paid for actual hours worked.

27 **SECTION 8 – SHIFT DIFFERENTIAL**

28 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.

1 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift  
2 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

3 **SECTION 9 – SPECIAL BENEFITS**

4 **A.** A tool allowance shall be provided annually, on Employees’ regular paychecks,  
5 not later than March of each year, to Employees permanently assigned as of January 1st the same  
6 year to the Streetcar Maintenance Employees in the classification Electromechanic. No Employee  
7 may collect more than one tool allowance in a year. The amounts shall be as follows:

8

Year	Allowance
2020	\$903
2021	\$903
2022	\$903

9  
10  
11  
12

13 Employees who receive a tool allowance will be allowed to purchase tools at the discounted  
14 rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL.  
15 Tools purchased under RAIL’s tool contracts are for an Employee’s use during regular work hours  
16 and are not to be purchased for an Employee’s personal use. Tools purchased or replaced using the  
17 tool allowance/discount shall be the personal property of the Employee.

18 Shop tools shall be provided to Rail Service Workers, Maintenance Service Workers, and  
19 Track and Right of Way Maintainers who support the streetcars. These job classifications are not  
20 entitled to a tool allowance.

21 **B.** Each Streetcar Electromechanic shall receive their choice of coveralls or a clean  
22 uniform (pants and shirt) daily.

23 **C.** Any Employee who is required to work in inclement weather or hazardous areas  
24 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
25 to Personal Protective Equipment (PPE), a rain set, hat and boots. Each Employee is required to wear  
26 footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied  
27 toward purchases of footgear (one pair of boots, socks, and cushioned inserts as identified in the  
28 METRO voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase

1 work socks. The maximum METRO contribution paid by such voucher shall be \$200 (plus sales tax)  
2 per Employee as provided in Paragraph D.

3 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
4 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

5 **E.** When an Employee is informed during their regular shift that overtime in excess of  
6 two hours beyond the end of the regular shift will be required, or when an Employee is called at  
7 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-  
8 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

9 **F.** Except where modified by historical practice, agreement, or mutual understanding,  
10 duties traditionally performed by Streetcar Electromechanics, will be performed only by Employees  
11 working in that classification.

12 **G.** RAIL shall respect the classification boundaries that are established in the  
13 classification specifications for Streetcar Vehicle Maintenance jobs; however it is agreed that the  
14 incidental assignment of cross-classification work is allowed. No Employee shall be expected to  
15 perform work for which they have not been adequately trained or which is unsafe. If the UNION  
16 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall  
17 convene special Labor-Management discussion to attempt to address the UNION's concerns over  
18 staffing levels and work assignments.

19 **H.** Streetcar Electromechanics may use the ten minutes prior to the end of their  
20 workday for personal lean-up.

21 **I.** When upgraded to a Lead position, the Employee shall receive the Lead rate of pay.  
22 When upgraded to any other classification, an Employee shall be paid according to Article R3.  
23 However, no upgraded Employee shall be paid more than the top step of the classification to which  
24 they have been upgraded.

25 **J.** RAIL will provide a secure area at each work location for UNION related materials  
26 accessible to all UNION representatives at that location.

27 **K.** An Employee who is assigned to train an Intern, Apprentice, or O&M Supervisor-  
28 in-Training on Maintenance proficiency requirements, will receive a 10% premium under the

1 following circumstances, and is only paid for actual time spent training. Leads are not eligible for  
2 training pay. Time spent training an Apprentice, Intern, or O&M SIT must be pre-authorized in  
3 writing and involve active instruction. Training Pay will not be offered for any other types of intern,  
4 apprentices, or for peer-to-peer training or orienting new Employees.

5 L. For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees  
6 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair  
7 of prescription safety glasses.

8 **SECTION 10 – ATTENDANCE**

9 A. The PARTIES recognize that Maintenance duties and functions are time critical  
10 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar  
11 Electromechanics will be subject to the following terms, which supersede any conflicting provisions  
12 elsewhere in the AGREEMENT.

13 B. Maintenance will monitor and record attendance using the terms of late occurrence  
14 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that  
15 call one-half hour before their shift to request unscheduled leave and then are requested to come to  
16 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation  
17 time to make up lost time.

18 C. A late occurrence (six minutes to two hours) shall be managed and recorded as  
19 follows:

- 20 1. An Employee may complete any time left on their shift.
- 21 2. An Employee may work a full eight hours, or ten hours for a 4/40  
22 Employee, even though this work would continue into the next shift.
- 23 3. An Employee may not use AC time or vacation to make up lost time.
- 24 4. An Employee will be paid for actual hours worked at their scheduled rate of  
25 pay.
- 26 5. A late occurrence shall not create an overtime opportunity for the late  
27 Employee. No grievances will be filed by other Employees claiming overtime infringements should  
28 an Employee elect to work their full shift and the time worked extends into another shift.

1                                   **6.** Late occurrences will be recorded in a 180-day rolling time frame as  
2 follows:

- 3                                   **a.** 1st through 5th occurrence – Employee and immediate supervisor  
4   initial the attendance 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 their shift only.
- 11                                   **2.** An Employee may not use AC time or vacation to supplement their regular  
12 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 and 2nd occurrence – Employee and immediate supervisor initial  
17   the attendance card.
- 18                                   **b.** 3rd occurrence – One day suspension without pay.
- 19                                   **c.** 4th occurrence – Discharge, treated as a major infraction as defined  
20   in Article R4.

21                                   **E.** An occurrence which results in a second one-day suspension within 180 days of  
22 the occurrence that resulted in the first suspension shall result in discharge.

23                                   **F.** Extenuating circumstances will be considered. Any request by an Employee to  
24 have a late occurrence or unexcused absence removed from the attendance management record must  
25 be presented to the immediate supervisor in writing, within five workdays of the occurrence. An  
26 Employee who had a late occurrence or unexcused absence removed from the attendance  
27 management records has the option to use vacation leave or AC time, as appropriate, to make up lost  
28 time.

1 G. The PARTIES agree to review this Section on an annual basis.

2 **SECTION 11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS**

3 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management  
4 Relations Committee as needed.

5 **ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

6 **SECTION 1 – DEFINITION OF EMPLOYEES**

7 An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time  
8 continuing basis to supervise Streetcar Operations & Maintenance. An “Operations & Maintenance  
9 Supervisor-in-Training (O&MSIT)” shall mean an Employee who is training to become an O&M  
10 Supervisor.

11 **SECTION 2 – MUTUAL RESPONSIBILITIES**

12 The management and direction of the work force, which includes, but is not limited to,  
13 assigning work, clarifying all job specifications with regard to duties and setting performance  
14 standards with input from O&M Supervisors, is vested exclusively in RAIL. This is limited only by  
15 the stated conditions in this Article. No changes in existing rights or related conditions shall be made  
16 without first negotiating with the UNION.

17 **SECTION 3 – O&M SUPERVISOR-IN-TRAINING**

18 A. All hiring processes for Streetcar O&M Supervisors will be open to all bargaining  
19 unit Employees and outside applicants. If an insufficient number of Employees qualify through the  
20 selection process, METRO will then screen, test, interview and hire outside applicants to these  
21 positions. The qualification criteria will be the same for all applicants.

22 B. Employees are encouraged to apply for Streetcar O&M Supervisor positions. They  
23 may apply and compete with external candidates. Employees will receive an additional 5% on any  
24 passing test scores. Employees who are advanced to the interview stage will receive an additional  
25 5% added to their test scores. The ratio of Employee’s preference compared to the preference given  
26 to other King County employees will remain in full force and effect throughout the duration of this  
27 AGREEMENT.

28 C. The following process will go into effect upon the introduction of the O&M

1 Supervisor-In-Training Program.

2                   1. O&M Supervisor-In-Training vacancies shall be posted on METRO bulletin  
3 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-  
4 time service in the five years preceding the closing date for applications. Interested Employees must  
5 formally apply through METRO's Transit Human Resources Office within the specific time frame  
6 listed. Selection of O&MSIT candidates shall be the sole responsibility of METRO. The selection  
7 process for O&MSITs shall be based on an Employee's ability, training, education, experience and  
8 job performance, as determined by appropriate testing procedures and evaluations, which have been  
9 and will continue to be developed with input from O&M Supervisors. An O&M Supervisor, selected  
10 by Streetcar after consultation with the UNION, will be included in the O&MSIT candidate selection.

11                   2. Successful candidates will be placed on a list by seniority. The O&MSIT  
12 candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for  
13 the recruitment process at the time of appointment or they will be removed from the list. Once  
14 removed from the list, an Employee must wait until the next recruitment to reapply. If O&MSITs  
15 remain on an O&MSIT list when a new list is created, they shall be placed above all new O&MSIT  
16 candidates.

17                   3. When developed, O&MSIT candidates will participate in a selection  
18 orientation program. It will be designed to give candidates an understanding of the skills that will be  
19 required to be successful in the classification.

20                   D. Testing procedures for O&MSIT candidates shall be developed with input from  
21 O&M Supervisors.

22                   E. O&MSITs shall be placed in that classification for twelve months, during which  
23 time they shall be required to qualify as dispatcher, field supervisor, and operations controller.  
24 Failure to qualify shall result in termination as O&MSIT and return to previous classification with no  
25 loss in seniority. An O&MSIT removed from the program for failure to meet qualification standards  
26 will receive a probation termination review.

27                   F. Streetcar shall establish and publish standards for qualification and, with input  
28 from instructing O&M Supervisors, will determine in each case whether the O&MSIT has

1 successfully qualified.

2           **G.** Upon appointment, O&MSITs shall be subject to a twelve-month probationary  
3 period.

4           **H.** Upon appointment, O&MSITs shall receive a voucher for four pairs of uniform  
5 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be  
6 issued to O&M Supervisors newly hired from Bus Supervisor positions.

7           **I.** Upon qualification and successful completion of the O&MSIT probation period, the  
8 O&MSIT will become an O&M Supervisor and be eligible to pick at the next scheduled pick.

9           **J.** An O&MSIT shall not train another O&MSIT at any time.

10          **K.** An O&MSIT may be assigned to work shifts under direct supervision of an O&M  
11 Supervisor.

12          **L.** Upon successful completion of training in a classification, an O&MSIT may  
13 independently work shifts in that classification.

14          **M.** Upon qualification in all classifications, an O&MSIT will be assigned work in any  
15 classification, at Streetcar's discretion.

16          **N.** Upon qualification in a classification, and by mutual agreement between the  
17 PARTIES, an O&MSIT may be eligible to fill a vacant Supervisor position by seniority.

18          **O.** Upon qualification in a classification, an O&MSIT will be eligible to bid on  
19 overtime in that classification. Overtime will be assigned according to the overtime procedures for  
20 Supervisors.

21          **P.** The PARTIES agree to regularly discuss the progress of the O&MSIT program  
22 during Streetcar LMRC meetings.

23            ***SECTION 4 – PICKS***

24            **A.** In the spring and fall of each year or when mutually agreed by the PARTIES, all  
25 O&M Supervisor shifts will be posted for a general pick.

26            **1.** Copies of schedules and assignments to be picked will be posted at all work  
27 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy  
28 of this information.

1                   2. After the posting, there will be a review period in which changes may be  
2 made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by  
3 the PARTIES.

4                   3. Implementation of the spring pick will occur between April 1 and April 15  
5 and implementation of the fall pick will occur between October 1 and October 15.

6                   4. The two general picks will be held unless a special pick has occurred or is  
7 scheduled to occur within 45 days of the general pick.

8                   **B.** Shifts will be classified as regular and relief. O&M Supervisors will be permitted  
9 to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be  
10 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the  
11 PARTIES.

12                   **C.** An O&M Supervisor who does not pick must leave, with the UNION, at least three  
13 choices of assignments in order of preference. Failure to do so will result in the UNION  
14 representative making every effort to select an assignment comparable to the assignment last selected  
15 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.  
16 An Employee shall not be compensated for time spent in the pick unless it is during their regular  
17 working hours.

18                   **D.** A UNION representative shall be present and certify the pick.

19                   **E.** All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have  
20 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of  
21 the affected O&M Supervisor(s) and the UNION.

22                   **F.** At each pick, O&M Supervisors may volunteer in writing to work overtime.

23                   **G.** All block assignments shall have ten hours off between consecutive day's  
24 assignments. Block assignments may include floating assignments at RAIL's discretion.

25                   ***SECTION 5 – MOVE-UPS***

26                   **A.** When a permanent vacancy occurs during a shake-up in any O&M Supervisor  
27 position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in  
28 seniority order to fully qualified O&MSITs.

1                   B. Move-ups may not be requested during the last eight weeks of the current shake-  
2 up.

3                   **SECTION 6 – WORK ASSIGNMENTS**

4                   A. All O&M Supervisors shall have regular shifts or relief shifts. All shifts will be  
5 available for pick according to the pick guidelines.

6                   B. All assignments in the classification of O&M Supervisor shall be completed within  
7 a continuous eight- or ten- hour period, as applicable, unless the assignment is designated for an  
8 unpaid 30-minute lunch break.

9                   C. Regular shifts shall be in blocks consisting of five consecutive days of regular  
10 scheduled work (or four days if it is a 4/40 assignment) in a workweek, with each workday  
11 guaranteed eight hours. The RDOs for a regular shift block shall be two consecutive days (4/40  
12 assignments shall have three consecutive RDOs). All regular shifts in the classifications of O&M  
13 Supervisor will be assigned in their entirety unless otherwise approved by the Streetcar Section  
14 Manager. RAIL shall notify the UNION of such cancellations within 24 hours or the next business  
15 day.

16                   D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-  
17 hour guarantee each workday. The preliminary schedule listing available RDOs and shifts for Relief  
18 O&M Supervisors shall be posted by Friday of the week before each pay period ends for the  
19 following pay period. There will be two consecutive RDOs (or three consecutive RDOs for 4/40  
20 assignments) for each 40-hour week, except for Relief O&M Supervisors with Friday and Saturday  
21 RDO combinations switching to another RDO combination or vice versa. RDOs will not be changed  
22 or cancelled without the consent of the affected O&M Supervisor, except in an emergency. The  
23 RDOs for Relief O&M Supervisors may change each pay period as a result of the availability of the  
24 assignments.

25                   E. Monday prior to the end of each pay period, each Relief O&M Supervisor will  
26 pick their assignment for the next pay period from the known available assignments and available  
27 RDOs, by seniority. Available regular shift blocks consisting of a 40-hour week must be kept whole  
28 along with the affiliated RDOs. Available work that is not a whole regular shift block (including

1 RDOs) may be selected as individual pieces to create a 40-hour week with consecutive RDOs to be  
2 selected by the O&M Relief Supervisor. Each pay week will be picked separately. Assignments  
3 selected the first week will not affect selections in the second week, except where minimum time off  
4 between shifts and/or 54 hours off for RDOs would be compromised. All O&M Relief Supervisors  
5 will pick their bi-weekly work assignments before any overtime is sent out for bid.

6 **F.** If there are not enough work assignments for all Relief O&M Supervisors to  
7 choose from, extra assignments may be created. RAIL may change a Relief O&M Supervisor's extra  
8 assignment by up to four hours, provided the change is made at least twelve hours before the start  
9 time of the O&M Supervisor's extra assignment, except as provided in Paragraph H. In an  
10 emergency, or with the Relief O&M Supervisor's consent, a Relief O&M Supervisor's extra  
11 assignment may be changed by more than four hours and with less than twelve hours notice. Relief  
12 O&M Supervisors who have picked extra assignments must check in between twelve and eight hours  
13 prior to the scheduled start of the extra assignment to find out if there is a change. RAIL must notify  
14 Relief O&M Supervisors of any change to an extra assignment.

15 **G.** All O&M Supervisors shall have at least 54 hours scheduled off for their two  
16 consecutive RDOs.

17 **H.** RAIL agrees to assign all special assignments, tasks and projects by giving equal  
18 consideration to the O&M Supervisor's education, ability, and experience as it applies to each  
19 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply  
20 and selection shall be based on the above criteria if the special assignment, task or project is to exist  
21 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special  
22 assignment, task or project will be rotated among those O&M Supervisors who applied and who meet  
23 the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the  
24 need for ongoing optional training programs which will allow O&M Supervisors to become better  
25 qualified for their present work assignments or for advancement.

26 **I.** Except where modified by historical practice, agreement or mutual understanding,  
27 any work that has been historically or traditionally performed by O&M Supervisors will not be  
28 performed by any other individual.

1                   **J.** When a shift remains unfilled within one hour of the start time of the shift and  
2 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift  
3 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.  
4 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by  
5 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider  
6 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to  
7 change work assignments.

8                   **K.** Should it become necessary to alter a shift during a shake-up and such alteration  
9 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which  
10 requires an alteration in the start or quit times, such Employee may request that the PARTIES review  
11 the matter.

12                   **L.** RAIL will determine the staffing needs for each special event day shift. When  
13 RAIL has determined which shifts will be required to work, O&M Supervisors in those  
14 classifications will be offered the special event assignment in seniority order, first to O&M  
15 Supervisors that are scheduled to work that day as part of their regular work assignments. If after  
16 offering the special event assignment to O&M Supervisors, by seniority, who are regularly scheduled  
17 to work that day and there are more assignments available, it will then be offered to O&M  
18 Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the  
19 special event assignment it may be assigned, by inverse seniority, to O&M Supervisors that are  
20 scheduled to work that day as part of their regular assignment. Special event assignments shall be  
21 posted at the pick. Other special event service that is not posted at the pick shall be made available  
22 through the assignment/overtime process.

23                   ***SECTION 7 – SPECIAL ALLOWANCES***

24                   An O&M Supervisor shall receive two hours straight-time pay in addition to regular  
25 pay for each shift during which they instruct a new or nonqualified O&M Supervisor or an O&M  
26 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This  
27 pay will be contingent on the completion of an evaluation of the trainee's performance.

28                   ***SECTION 8 – OVERTIME***

1           A. All hours worked in excess of eight hours on a regular workday shall be paid at the  
2 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

3           B. Any work performed on a RDO shall be paid at the overtime rate with minimum  
4 pay of four hours. No O&M Supervisor will be required to work on their RDO except in an extreme  
5 emergency.

6           C. All overtime will be assigned according to guidelines mutually developed and  
7 agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment  
8 sequence.

9           ***SECTION 9 – VACATION SELECTION***

10          The selection of vacation will follow those guidelines set for vacation selection and accrual in  
11 Article R9 with the following exceptions:

12           A. At each pick, O&M Supervisors will select vacations in increments of no less than  
13 five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second, third,  
14 fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation  
15 will be used in the selection of these periods.

16           B. The number of O&M Supervisors allowed on vacation during any period shall be  
17 at least one.

18           C. Employees may use vacation or accumulated accruals in increments of one or  
19 more hours provided they have available vacation or accumulated time and subject to advance  
20 approval by their immediate supervisor.

21           ***SECTION 10 – SPECIAL BENEFITS***

22           A. Upon the approval of RAIL, at least one O&M Supervisor per day may be allowed  
23 to use a personal holiday.

24           B. Annually, on the fourth Monday in January, a uniform allowance payable by  
25 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year  
26 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may  
27 be carried over into the next year is \$500. The uniform voucher may be used only to purchase  
28 authorized uniform items. When an O&M Supervisor needs to replace their all-weather parka or

1 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the  
2 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of  
3 personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor  
4 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for  
5 Supervisors.

- 6                   1. All necessary foul weather gear will be provided by RAIL.
- 7                   2. RAIL will stock tools at the worksite that are necessary for O&M  
8 Supervisors to perform their jobs.

9                   **SECTION 11 – GENERAL**

10                   A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment  
11 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the  
12 operation/service of the special equipment will receive orientation or training on such equipment.

13                   B. It is METRO’s responsibility that all O&M Supervisors will be trained and  
14 certification kept current in first aid, Automated Emergency Defibrillator (AED) and  
15 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate  
16 of pay.

17                   C. O&M Supervisors will participate in the Streetcar LMRC as needed.

18                   D. RAIL and the O&M Supervisors will develop a complete written description of the  
19 duties and responsibilities of each shift, to be made available at each pick.

20                   E. For all classifications as set forth in Section 1: There will be a minimum of at least  
21 one O&M Supervisor allowed to have time off through day off book procedures and RAIL will  
22 accommodate O&M Supervisor requests consistent with daily staffing requirements. Day off book  
23 procedures will be consistent in all classifications. Requests for AC days may not be entered into the  
24 day off book more than one calendar month in advance of the day(s) off desired.

25                   F. If no Streetcar O&M Supervisor is available to work, other certified employees  
26 may be used to sustain service until a Streetcar O&M Supervisor is located to perform the work. If  
27 the UNION believes that the usage of this provision has become excessive, the PARTIES shall meet  
28 in a special Labor-Management setting to discuss staffing concerns, and to identify long-term

1 solutions.

2 **SECTION 12 – ATTENDANCE**

3 A. The PARTIES recognize that RAIL provides an essential public service and that  
4 Employees have the responsibility and the obligation to report for all assignments unless previously  
5 excused.

6 B. If an Employee is late, the Employee is encouraged to report for possible  
7 assignments if work is available under other conditions, as noted in this AGREEMENT.

8 C. An Employee requesting work on their RDO, who fails to report for work or who  
9 reports for work late, will be subject to the policies defined in this AGREEMENT.

10 D. Misses include late reports, unexcused absences and absences. All misses shall be  
11 recorded. Unexcused absences recorded in a four-month period shall be subject to the following  
12 controls:

13 • First – Informational Notice.  
14 • Second – Oral Reminder.  
15 • Third – Written Reminder and the Employee will be offered a program of  
16 assistance from both PARTIES in developing a plan to improve attendance. This program will  
17 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
18 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
19 which will be specific to the Employee.

20 • Fourth – One-day suspension, unless the Employee has a five-year record of  
21 less than three misses per year, in which case another Written Reminder shall be issued. Whether  
22 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

23 • Fifth – Discharge, unless RAIL determines that an additional suspension  
24 may be sufficient to correct the Employee’s attendance problem.

25 E. All misses in a twelve-month period will be subject to the following:

26 • First through third – Informational Notice.  
27 • Fourth – Oral Reminder and Employee will be offered a program of  
28 assistance from both PARTIES in developing a plan to improve attendance. This program will

1 include a referral to the Employee Assistance Program (EAP). The METRO unit  
2 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
3 of the program, which will be specific to the Employee.

- 4 • Fifth – Written Reminder.
- 5 • Sixth – Review of program of assistance; Explanation of Attendance

6 Probation.

7 • Seventh – One-day suspension. Placement on Attendance Probation. This  
8 counts as FIRST probationary absence.

9 F. Any Employee who has acquired seven misses in a twelve-month period will be  
10 placed on attendance probation.

11 1. The attendance probation will begin on the calendar day following the  
12 Employee's seventh miss.

13 2. The Employee will be offered a program of assistance from the PARTIES  
14 in developing a plan to improve attendance. This program will include a referral to the Employee  
15 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee  
16 will meet with the Employee to write the details of the program, which will be specific to the  
17 Employee.

18 3. During the attendance probation, the language of Paragraph H will not  
19 apply.

20 4. For each miss that occurs during the attendance probation, the Employee  
21 will be informed in writing of their status.

22 5. The Employee will be allowed no more than three misses in each of the two  
23 following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that they had a  
24 seventh miss, with a one-day suspension on 7/22/14, would be on probation with no more than two  
25 misses allowed 7/18/14-7/17/15 and no more than three misses allowed 7/18/15-7/17/16). An  
26 Employee who successfully completes the two twelve-month periods will no longer be on attendance  
27 probation.

28 6. An Employee who has a fourth miss during either twelve-month attendance

1 probation period will be subject to discharge.

2                   7. The attendance probation periods will be extended by any unpaid leave,  
3 industrial injury, or other protected leave in excess of ten consecutive days.

4                   **G.** Four consecutive workdays of absence without leave will be considered a  
5 resignation or termination as appropriate, taking into consideration mitigating circumstances.

6                   **H.** A continuous record of 60 days without a miss will cancel the first late report or  
7 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will  
8 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the  
9 Employee have a miss, another 60-day period must be completed before more cancellations will be  
10 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid  
11 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days  
12 without a miss.

13                   **I.** Misses for O&M Supervisors include:

14                   1. Unexcused Absence – Failure to report within one hour after designated  
15 report time or an O&M Supervisor's failure to accept late report, or calling in sick less than 30  
16 minutes before an Employee is scheduled to report. An unexcused absence will result in loss of  
17 assignment and pay for the day. However, if an Employee is incapable of complying with these  
18 requirements to timely report based on a condition listed in Article R11.4, they will be excused if the  
19 request is properly submitted.

20                   2. Late Report – Reporting to work late from two minutes up to one hour after  
21 designated report time.

22                   3. Absence – An unexcused absence which has been changed to an absence.

23                   **J.** A miss, which the immediate supervisor determines was an incident of tardiness  
24 beyond the control of the Employee, will be changed to an excused absence and shall not be used for  
25 disciplinary purposes.

26                   **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a  
27 minor infraction, as defined in Article R4, Section 3.

28                   **L.** The procedures for changing misses to absences or excused absences shall be as

1 follows:

2 For a Streetcar O&M Supervisor, a request for a miss to be changed to an absence or  
3 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of  
4 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an  
5 absence or excused absence.

6 M. The immediate supervisor can assign a Streetcar O&M Supervisor work, paying  
7 only for actual time worked.

8 **ARTICLE R18: STREETCAR TRAINING**

9 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 10 ● Rail Technical Trainer

11 ***SECTION 2 – GENERAL CONDITIONS***

12 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer  
13 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work  
14 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their  
15 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days  
16 executive leave annually, to be administered according to King County policy.

17 B. The Rail Technical Trainer position will be filled through an open and competitive  
18 recruiting process.

19 C. When the Rail Technical Trainer is required to work on a holiday, they will have  
20 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

21 D. Rail Technical Trainers will receive a second personal holiday to be used in the  
22 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of  
23 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

24 **ARTICLE R19: LINK LIGHT RAIL OPERATORS**

25 ***SECTION 1 – DEFINITION OF EMPLOYEES***

26 A. A “Link Light Rail (LLR) Operator” shall mean a person employed by RAIL on a  
27 continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to  
28 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to

1 exceed four days per week, provided they have accepted all work assigned as specified in the  
2 remainder of this Article. For each regularly-scheduled workday or portion thereof on which an LLR  
3 Operator does not perform their assignment, they shall lose their guarantee for that day and they shall  
4 be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly-  
5 scheduled workday” shall mean a day on which an Employee is normally required to work.

6 **B.** There will be three kinds of LLR Operators: Regular LLR Operators, Report LLR  
7 Operators and Extra Board LLR Operators.

8 **1.** A “Regular LLR Operator” shall mean an LLR Operator who picks runs as  
9 a work assignment for their eight or ten-hour guarantee.

10 **2.** A “Report LLR Operator” shall mean an LLR Operator who picks report  
11 assignments for their eight hour guarantee.

12 **3.** An “Extra Board LLR Operator” shall mean an LLR Operator who picks  
13 the Extra Board or Report and works all assignments placed on the Extra Board for their eight-hour  
14 guarantee.

15 ***SECTION 2 – HIRING OF LINK LIGHT RAIL OPERATORS***

16 **A.** All hiring processes for LLR Operators will be open to all bargaining unit  
17 Employees and outside applicants. The qualification criteria will be the same for all applicants.

18 **B.** Employees are encouraged to apply for LLR Operator positions. They may apply  
19 and compete with external candidates. Employees will receive an additional 5 % on any passing test  
20 scores. Employees who are advanced to the interview stage will receive an additional 5 % added to  
21 their test scores. The ratio of Employee’s preference compared to the preference given to other King  
22 County employees will remain in full force and effect throughout the duration of this AGREEMENT.

23 ***SECTION 3 – PROMOTIONAL LISTS***

24 **1.** If an Employee accepts an LLR Operator or Streetcar Operator position, they will  
25 be removed from any of the other operator lists (LLR, Streetcar, PTO to FTO) and will be ineligible  
26 to apply for any other Operator selection process for a period of six months from the qualification  
27 date of the training class they accepted.

28 **2.** If an Employee turns down an offer of appointment to any Operator position, they

1 will be removed from that list.

2           3. The provisions of this AGREEMENT apply to job offers for training classes which  
3 start after the date of this AGREEMENT.

4           4. For Employees on two lists, who have already been offered a job at the time this  
5 AGREEMENT is signed, but the class will not start for at least one week, Transit HR will contact the  
6 Employee and afford them the option of continuing with the training class or withdrawing and  
7 remaining on the other list.

8           5. Transit Human Resources will notify candidates for the positions covered by this  
9 AGREEMENT about the provisions of this Section of the AGREEMENT.

10           **SECTION 4 – LINK LIGHT RAIL OPERATOR GUARANTEES**

11           A. Assignment of specials and extras will be made to LLR Operators only, except as  
12 otherwise provided in this AGREEMENT.

13           B. All runs and reports will be worked by LLR Operators, except as provided  
14 elsewhere in this AGREEMENT.

15           C. All vacation reliefs will be worked by LLR Operators.

16           D. Work left vacant because of the absence of an LLR Operator will be worked by an  
17 LLR Operator, unless otherwise specified in this AGREEMENT.

18           E. “Weekday day base units” shall mean the number of trains operating regularly-  
19 scheduled service at noon each weekday.

20           F. The Extra Board will be worked only by LLR Operators.

21           G. It shall not be a violation of this AGREEMENT for other rail-certified employees  
22 to operate in service in order to retain rail certification or in an emergency.

23           H. Any RAIL employee operating service in order to maintain rail certification will  
24 be accompanied by an LLR Operator.

25           **SECTION 5 – GENERAL CONDITIONS**

26           A. Each LLR Operator may be required to sign in for their work. When an LLR  
27 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate LLR  
28 Report Operator to take the assignment.

1           **B.** The LLR Supervisor may use their judgment as to which LLR Operator to use in  
2 an emergency. In all situations, if no LLR Operator is available to work, other certified employees  
3 may be used to sustain service until an LLR Operator is located to perform the work.

4           **C.** Any LLR Operator not being relieved when arriving at the relief point will call the  
5 LCC and state that no relief LLR Operator is present. If the LLR Operator does not wish to continue  
6 working, they shall request to be relieved. RAIL must relieve the LLR Operator within one and one  
7 half hours.

8           **D.** An “assignment” shall mean any work or duties that the Employee is required to  
9 perform, limited to those job duties that are enumerated in the job classification. “Other duties as  
10 assigned” are limited to those job duties that are normally associated with the work of an LLR  
11 Operator.

12           **E.** If an LLR Operator loses an RDO because of a change in schedule, they will be  
13 given time off to compensate for such day. No LLR Operator may have more RDOs in any pay  
14 period than they would have received had no change of schedule been made.

15           **F.** The cutoff time for calling to be removed from the sick list, and for signing the day  
16 off book for time off, is 10:00 a.m. Should an LLR Operator report sick after 10:00 a.m., they may  
17 retain their following day’s full assignment by calling off the sick list at least one hour prior to the  
18 start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.

19           **G.** At each pick, an LLR Operator may indicate their preference regarding training  
20 assignments. RAIL will attempt to accommodate an LLR Operator’s preference when assigning  
21 students; however, any LLR Operator may be given a training assignment if necessary. LLR trainees  
22 shall drive during all training assignments unless RAIL or the instructing LLR Operator determines  
23 that safety would be jeopardized.

24           **H.** RAIL shall provide a minimum five-minute scheduled layover after each revenue  
25 trip, except when:

- 26                   1. The revenue trip is less than 15 minutes long, or
- 27                   2. The revenue trip is the last revenue trip before the train returns to the base,

28                   or

1                                   3. The revenue trip is live-looped or through-routed, or

2                                   4. The layover has been reduced by mutual agreement of the PARTIES.

3                   When circumstances beyond the LLR Operator’s control result in less than five minutes  
4 layover in the previous two hours, the LLR Operator shall be entitled to a five-minute layover at the  
5 next outer terminal, except on their last trip, provided the LLR Operator attempts to notify the LCC.  
6 RAIL agrees to review routes or assignments identified by the UNION as having insufficient layover  
7 time.

8                   **I.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute  
9 layover in assignments over five hours in length and an additional 15-minute layover in weekday  
10 assignments over eight hours in length. When an LLR Operator working an assignment finds it does  
11 not provide reasonable break time, the LLR Operator should notify RAIL of such by filing a service  
12 report. “Length” equals report, travel and platform time, but does not include bonus time.

13                   **J.** When a Sunday schedule is operated on a holiday, an LLR Operator who has  
14 picked a Sunday run and whose regular workday falls on the holiday will work their Sunday run. A  
15 Regular LLR Operator on a regular workday without a Sunday run shall have the day off at holiday  
16 pay.

17                   **K.** Each day at each base, METRO guarantees that for every 45 LLR Operators  
18 normally scheduled to work on that day, rounded to the nearest 45, one LLR Operator shall be  
19 excused from their assignment. However, the guarantee shall be a minimum of one each day at each  
20 base. Request for AC days may not be entered into the day off book more than one calendar month  
21 in advance of the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day  
22 prior. An LLR Operator who has had the same day of the week off in the last three weeks shall be  
23 moved to the bottom of the list. If workforce allows, more LLR. Operators than the guarantee can be  
24 excused for the day. These guarantees shall not apply in the case of an extreme emergency.

25                   **L.** All assignments shall be completed within a maximum 14-hour spread or up to 16  
26 hours with mutual consent of RAIL and the LLR Operator. Such spread will begin with the start time  
27 of the first assignment following at least ten continuous hours off.

28                   **M.** When an LLR Operator presents a valid medical restriction which prevents

1 operation of the equipment or in the facility of their assignment, RAIL will work with the UNION to  
2 find a mutually agreeable alternate assignment for the remainder of the shake-up.

3 **SECTION 6 – RUNS**

4 **A.** There shall be two types of LLR Operator runs.

5 **1.** A “straight run” will consist of straight-through work which is at least seven  
6 hours including platform, report, travel time, and other duties as assigned.

7 **2.** A run combination or “combo” will consist of two or three pieces of work  
8 which are at least seven hours in total work time, including platform, report, travel time, and other  
9 duties as assigned and which are within a spread time of 12-1/2 hours. Combos with more than one  
10 split will be paid straight through for the lesser split. Any combo with a split of 29 minutes or less  
11 will be paid straight through and classified as a straight run. Combos which quit after 8:00 p.m. shall  
12 be paid straight through.

13 **B.** A “day run” shall mean any run which is completed by 8:00 p.m.

14 **C.** A “night run” shall mean any run that is completed after 8:00 p.m.

15 **D.** At the discretion of RAIL, “frags”, meaning assignments less than seven hours,  
16 including platform, report, travel time, and other duties as assigned may be posted and selected at the  
17 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall  
18 apply to frags.

19 **E.** The total number of straight day runs for the system on weekdays shall be  
20 equivalent to at least 80% of the day base units on weekdays.

21 **F.** Straight day runs shall comprise at least 54% of all straight runs.

22 **G.** There shall be no combos on Saturday or Sunday.

23 **H.** Runs shall be determined by RAIL in accordance with the provisions in this  
24 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be  
25 defined as a “tripper”.

26 **I.** Any Extra Board LLR Operator working a regularly-scheduled run shall be paid the  
27 regularly-scheduled run pay.

28 **J.** Runs and combos may be broken into trippers on the same day in order to allow

1 RAIL to fill all work.

2 **SECTION 7 – LINK LIGHT RAIL OPERATOR PICKS**

3 A. At pick, seniority for all LLR Operators shall prevail in the selection of runs,  
4 reports and/or board positions, vacations, overtime trippers, and RDOs.

5 B. Link Light Rail Operators will have two system wide picks, at least 22 weeks  
6 apart. An additional system wide pick will occur at a time to take effect during June. Work  
7 assignments will be selected at the pick for the following shake-up period.

8 C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION  
9 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a  
10 signed, certified LLR Operator seniority list three weeks prior to the first day of the pick.

11 D. An LLR Operator who wishes to select an assignment must select an assignment  
12 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

13 E. RAIL will determine the work and possible RDO combinations. Copies of all  
14 assignment sheets showing the runs, reports, Extra Board positions, and available RDO combinations  
15 will be posted in the pick room six days prior to the start of assignment selection. The UNION  
16 agrees to staff the pick room on weekend days.

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. A Regular LLR Operator who has Saturday off may pick a vacant Saturday  
20 assignment, by seniority, for work on any Saturday-schedule holiday. A Regular LLR Operator who  
21 has Sunday off may pick a vacant Sunday assignment, by seniority, for work on any Sunday-schedule  
22 holiday. This selection will take place at the base after the LLR Operator pick and after Report and  
23 vacation relief LLR Operators have made their selections. If vacant Saturday/Sunday assignments  
24 are still available, they may be offered for pick, by seniority, to all LLR Operators at the base whose  
25 RDO falls on the holiday. Assignments shall be posted 7 days prior to the holiday.

26 H. Each LLR Operator shall have two consecutive RDOs, or in case of a 4/40 LLR  
27 Operator three consecutive RDOs, in every seven-day period, except when LLR Operator shake-ups  
28 or move-ups make this impossible.

1           **I.** An LLR Operator who selects Regular or Report Operator status shall select five  
2 consecutive workday assignments. Each LLR Operator's selections must be all runs or all reports  
3 and must be exclusively day assignments or exclusively night assignments. If an LLR Operator  
4 selects runs, there must be at least ten hours off between assignments on consecutive days. If an LLR  
5 Operator selects reports, there must be at least ten hours off between assignments on consecutive  
6 workdays in addition to the spread time. No LLR Operator will be forced to pick an assignment of  
7 runs or reports which would result in less than 10-1/2 hours off between consecutive workday  
8 assignments, or less than 56 hours off on their two consecutive RDOs.

9           **J.** UNION representatives shall be present during picks.

10           **K.** An LLR Operator, who fails to appear at their scheduled pick time and who does  
11 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected  
12 for them by the UNION representative. The UNION representative shall make an effort to select an  
13 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will  
14 not be subject to the grievance/arbitration procedure.

15           **L.** When a new operating base or LLR segment opens or an existing operating base  
16 closes and that base has/had LLR Operator assignments, a section-wide pick will occur.

17           **M.** Each LLR Operator must pick a Regular, Report, or Extra Board assignment  
18 which is compatible with any existing medical restrictions they have on file with METRO. Failure to  
19 do so will result in forfeiture of the LLR Operator's daily or assignment guarantee for each day on  
20 which the LLR Operator has picked an incompatible assignment, unless no work is available within  
21 the LLR Operator's restriction.

22           **N.** To meet specific service needs, RAIL may identify specific days on which Rail  
23 service will operate on a schedule different than the regular schedule. Such schedule deviation days  
24 may include a change in the hours of service, the frequency of service, and/or the number of cars in  
25 service during any portion of the service day. Any day identified by RAIL that will have a schedule  
26 deviation will be posted at the pick. Regular LLR Operators working their regular workday will pick  
27 their assignments by seniority. Regular LLR Operators may select from available work, or if posted,  
28 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board LLR

1 Operators scheduled to work that day.

2           **O.** An LLR Operator who has been unable to work for 30 days or more must be  
3 medically released for full duty effective the first day of the shake-up to be on the pick schedule.  
4 Such LLR Operator will not be allowed to pick an assignment except by mutual agreement between  
5 the PARTIES. An LLR Operator who returns to duty without a picked assignment will be placed on  
6 an assignment mutually agreed by the PARTIES.

7           **SECTION 8 – MOVE-UPS**

8           **A.** If regular or report assignments become vacant, less senior LLR Operators at the  
9 base may request a move-up. An LLR Operator who moves up must pick the entire assignment of  
10 the LLR Operator who vacated the run or report. If a Regular LLR Operator moves up to a report  
11 assignment, such LLR Operator will be placed on the same line as the LLR Operator who vacated.  
12 An Extra Board LLR Operator who moves up to a report assignment will remain on their picked  
13 board position. If new Day Extra Board RDO combinations or board positions become available,  
14 Day Extra Board LLR Operators at the base who could not have picked these RDO combinations or  
15 board positions may request a move-up; such move-up will be limited to the Extra Board LLR  
16 Operators. LLR Operator move-ups will be conducted only when they can be implemented at least  
17 28 days prior to a shake-up.

18           **B.** Move-ups will be conducted by Shop Stewards at the direction of the UNION. An  
19 assignment selected at a move-up via absentee pick will not be subject to the grievance/arbitration  
20 procedure.

21           **SECTION 9 – SELECTING VACATIONS**

22           **A.** Vacations will be picked twice per year at Spring and Fall Picks.

23           **B.** Vacations may be split into periods of one or more full weeks. After the required  
24 minimum number of hours have been picked, remaining hours may be taken as one-day vacations  
25 throughout the payroll year as specified in R9.4.D. One-day vacations may be consecutive.

26           **C.** LLR Operators may pick only one prime time vacation per year. RAIL shall  
27 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION  
28 with a list of vacation periods.

1           D. The UNION shall determine the prime periods for the following year and inform  
2 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

3           E. Future pick and shake-up dates occurring during the vacation periods that LLR  
4 Operators can select at the current pick shall be posted in the pick room by RAIL.

5           F. After a vacation relief has been assigned to an LLR Extra Board Operator, there  
6 shall be no changes in vacation unless agreed by the LLR Operator who is assigned the vacation  
7 relief.

8           G. An LLR Operator may, with RAIL approval, change their vacation to a period  
9 which they did not have the seniority to pick provided the available period(s) are posted at least one  
10 week in advance.

11           **SECTION 10 – LINK LIGHT RAIL EXTRA BOARD**

12           A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those  
13 assignments left open, to fill any special work, and to fill overtime assignments according to the  
14 overtime assignment process. Board positions shall be open for selection at the pick by all LLR  
15 Operators by seniority. LLR Operators may select any available position on either Extra Board.

16           B. During a shake-up, any newly hired LLR Operators shall be placed two positions  
17 up from the bottom of the Day Board. Selection of position shall be by seniority.

18           C. All work assigned to an Extra Board LLR Operator as part of their regular  
19 workday assignment will be within a spread of 13 hours unless voluntarily waived by the LLR  
20 Operator or in the case of an extreme emergency.

21           D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be  
22 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board LLR Operator  
23 who is available the following day will receive one hour of straight-time pay, except in case of  
24 extreme emergency.

25           E. The Extra Boards shall be assigned according to the following rules:

26           1. All available work will be sorted into two categories as follows:

27           a. Category A shall include:

28           1) Straight day runs which quit at 8:00 p.m. or earlier.

1 2) Day reports which have a quit time of 10:00 p.m. or earlier  
2 as determined by a 13-hour spread.

3 3) Combos which quit at 8:00 p.m. or earlier.

4 4) Tripper combinations which quit at 8:00 p.m. or earlier.

5 5) Tripper and report combinations which have a latest quit  
6 time of 8:00 p.m. or earlier as determined by a 13-hour spread.

7 6) Special work which has an estimated quit time of 8:00 p.m.  
8 or earlier.

9 **b. Category B shall include:**

10 1) Runs which quit later than 8:00 p.m.

11 2) Reports which have a quit time later than 10:00 p.m., as  
12 determined by a 13-hour spread.

13 3) Combos or other combinations of work which quit later than  
14 8:00 p.m.

15 4) Special work which has an estimated quit time of later than  
16 8:00 p.m.

17 **2. Category B assignments shall be assigned first, beginning with the Night  
18 Board, from the bottom of the board, according to quit time, latest quit time assigned first.**

19 **a. If there are more available LLR Operators on the Night Board than  
20 assignments in Category B, then the remaining Night Board LLR Operators shall be assigned  
21 Category A work with the latest start time assigned first.**

22 **b. If there are fewer available LLR Operators on the Night Board than  
23 available assignments in Category B, then remaining Category B assignments shall be assigned to the  
24 Day Board, latest quit first, from the bottom up.**

25 **3. Category A work shall be assigned next to the Day Board, from the top of  
26 the board down, according to quit time, with the earliest quit assigned first.**

27 **4. Quit time of special work shall be estimated by RAIL for the purpose of  
28 establishing assignment sequence. There is no guarantee that special work will quit at the estimated**

1 time.

2 **5.** If two or more LLR Operator assignments within the same category quit at  
3 the same time, they shall be assigned as follows:

4 **a.** A run will be assigned before a report.

5 **b.** An assignment with more pay will be assigned before an assignment  
6 with less pay.

7 **c.** If two assignments pay the same, the assignment with the lesser  
8 amount of work including report time and travel time will be assigned first.

9 **d.** If two assignments pay the same and have the same amount of work  
10 including report time and travel time, they will be assigned at the discretion of RAIL.

11 **6.** If the number of Extra Board LLR Operators available for work on a  
12 regular workday is greater than the number of available runs, reports and special work which fits the  
13 definition of a run, then tripper combinations may be inserted in the assignment sequence according  
14 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work  
15 under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than  
16 one split will be paid straight-through for the lesser split. Any tripper combination split of 29  
17 minutes or less will be paid straight-through. LLR Operators may be required to perform duties  
18 within the LLR Operator job description during paid splits.

19 **7.** If the number of Extra Board LLR Operators available for work on a  
20 regular workday is less than the number of available runs, reports and special work which fits the  
21 definition of a run, runs may be taken out of the assignment sequence and assigned according to the  
22 overtime provisions. The runs to be removed from the assignment sequence will be combos, late day  
23 runs with a quit time from 6:01 p.m. to 8:00 p.m., and early quit relief runs with a quit time of 8:01  
24 p.m. to 9:59 p.m., in that order.

25 **8.** All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be  
26 assigned to Extra Board LLR Operators, who are certified and available, as a regular assignment.  
27 Any remaining work will be assigned according to the overtime assignment sequence.

28 **9.** On holidays, an LLR Operator left without an assignment shall receive the

1 day off at holiday pay. All LLR Operators who request the holiday off via the day off book will be  
2 excused before any LLR Operator is forced to take the day off.

3 **10.** Any Extra Board LLR Operator who receives an assignment out of  
4 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-  
5 time pay, except in case of extreme emergency. Any LLR Operator who receives an overtime  
6 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive  
7 pay to equal the assignment they should have had or the assignment they received, whichever is  
8 greater.

9 **11.** The following provisions shall apply to Extra Board LLR Operators who  
10 choose vacation reliefs:

11 **a.** Extra Board LLR Operators, except Report LLR Operators, may  
12 request to work the runs or reports of LLR Operators who are on vacation, sick leave, detail, Special  
13 Duty Assignment, industrial injury, disability leave, or unpaid leave of absence of one week or more.  
14 Vacant runs or reports may be picked as vacation reliefs until they are filled by a move-up. An LLR  
15 Operator will be allowed to pick vacation reliefs only on assignments that have the same RDOs as the  
16 LLR Operator on vacation. LLR Operators will pick this work by seniority.

17 **b.** For a Saturday or Sunday-schedule holiday, all Extra Board LLR  
18 Operators who regularly work that day, and who are working vacation reliefs which have no Saturday  
19 or Sunday assignment respectively, shall pick from all vacant Saturday or Sunday assignments  
20 available after Report LLR Operators have picked.

21 **c.** When a vacation relief assignment ends, the Extra Board LLR  
22 Operator shall revert to their regular picked position on the Extra Board without any penalty to RAIL.  
23 This LLR Operator then becomes eligible for the next available vacation relief, or remainder of an  
24 unpicked vacation relief, according to seniority.

25 **d.** Extra Board overtime policies remain unchanged.

26 **e.** An Extra Board LLR Operator picking a vacation assignment must  
27 work the entire vacation assignment, not including any picked RDO overtime, except as provided in  
28 Paragraph c.

1                   **12.** If an Extra Board LLR Operator’s normal sequence assignment conflicts  
2 with their partial absence or non-driving assignment, then such LLR Operator will be given an  
3 assignment which is not a straight run and which has a quit time within one hour of their normal  
4 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such LLR  
5 Operator.

6                   **F.** No LLR Operator’s RDO shall be cancelled or changed without the consent of the  
7 LLR Operator, except in extreme emergency. Each Extra Board LLR Operator shall have a  
8 minimum of 56 hours off for their two consecutive RDOs.

9                   **G.** Any Extra Board LLR Operator may request to add or remove a guarantee of 10-  
10 1/2 hours off between consecutive days’ assignments, provided this is requested in writing at the  
11 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board LLR Operator  
12 requesting the 10-1/2 hours off between consecutive days’ assignments and who would not receive  
13 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,  
14 and will receive the first available assignment after his/her 10-1/2 hours off.

15                   **H.** An Extra Board LLR Operator who, for any reason, does not receive their  
16 requested 10-1/2 hours off, may elect to “pass up” by submitting a written statement at the  
17 completion of the day’s assignment. An LLR Operator electing to pass up will report to the base  
18 after his/her 10-1/2 hours off, unless notified to report later.

19                   ***SECTION 11 – REPORT LINK LIGHT RAIL OPERATORS***

20                   **A.** Report assignments will be posted and selected at the LLR Operator pick.

21                   **B.** LLR Operators shall pick reports according to the open pick system.

22                   **C.** Report LLR Operators will be available for a spread of 13 hours and must accept  
23 all work according to Report LLR Operator work rules set forth in this AGREEMENT.

24                   **D.** For a Sunday-schedule holiday, a Report LLR Operator having a Sunday report  
25 and who regularly works on that day will work their Sunday report. A Report LLR Operator on their  
26 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by  
27 seniority, or to revert to their position on the Extra Board for assignment.

28                   **E.** RAIL may adjust picked report times by a maximum of 30 minutes when a change

1 is needed. RAIL shall give five days' notice to an LLR Operator whose report will be affected.  
2 When changes adversely affect an LLR Operator's personal life or impose serious hardship in  
3 reporting to work, the LLR Operator may request that the Operations Superintendent and the UNION  
4 review the matter.

5 **F.** An LLR Operator may voluntarily waive their 13-hour spread. An LLR Operator  
6 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours  
7 with mutual consent of RAIL and the LLR Operator. A Report LLR Operator who waives their 13-  
8 hour spread must still be available for their regular shift the next day.

9 **G.** Except as otherwise provided in this AGREEMENT, all time served on report  
10 shall be paid. Any LLR Operator required to report shall receive a minimum of two and one-half  
11 hours pay. However, an LLR Operator serving on report shall be considered on report, regardless of  
12 assignment, until released. Two and one-half hours shall be paid when released from report and  
13 assigned work starting more than two and one-half hours after reporting. At the completion of an  
14 assignment, an LLR Operator may be released or assigned to further duties. If report time and tripper  
15 time are consecutive, report time will be used to make up the tripper guarantee. Report time will stop  
16 at the beginning of pay time.

17 **H.** At the beginning of each shake-up, RAIL shall define the number of report  
18 positions and the report time of each position. Additional report assignments may be added at the  
19 discretion of RAIL, provided that any assigned or picked report shall not share the same report time.  
20 If RAIL determines that it is necessary to continue these additional report times for the remainder of  
21 the shake-up, they will be subject to a move-up.

22 **I.** The LLR Operator with the earliest first report time gets the first piece of work that  
23 is or becomes available within their 13-hour spread, except in cases of emergency. If the assignment  
24 is less than eight hours work time, the LLR Operator may be assigned additional work within the  
25 terms of this AGREEMENT. When assignments have the same quit time, the rules of Section 10,  
26 Paragraph E.5 also apply to LLR Operators on report. LLR Operators on late report follow the last  
27 Report LLR Operator and the last LLR Operator on pass-up.

28 **J.** At the discretion of the Dispatcher, assignments that become available for Report

1 LLR Operators may be broken up if necessary to keep service in operation.

2           **K.** Work available at the time a Report LLR Operator is released from an a.m.  
3 assignment may be assigned at that time for the remainder of the day at the discretion of the  
4 Dispatcher.

5           **L.** An LLR Operator required to serve on report on a Saturday, Sunday or Sunday-  
6 schedule holiday, shall serve continuous report until given work or released for the day.

7           **M.** Should an LLR Operator who has picked a regular report, and another LLR  
8 Operator who has a non-regular report share the same initial report time, the LLR Operator who must  
9 be off earliest will be first up. If both LLR Operators must be off at the same time, the LLR Operator  
10 with the regular report will have first right of refusal for the assignment. Should two or more Extra  
11 Board LLR Operators have the same initial report time, the most senior LLR Operator will have first  
12 right of refusal on an available assignment.

13           **N.** No Report LLR Operator will be required to work prior to report time.

14           **O.** A Report LLR Operator with a partial absence or non-driving work assignment  
15 that is within their 13-hour spread will be removed from their report and given an assignment that  
16 starts no earlier than the start time of their report assignment and has a scheduled quit time within  
17 their normal spread or within 13 hours of their non-driving work assignment, whichever is earlier.  
18 RAIL will attempt to maximize straight-time paid work hours for such LLR Operator.

19           ***SECTION 12 – OVERTIME***

20           **A.** All hours worked in excess of eight hours in the scheduled workday or work on a  
21 RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the  
22 existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified  
23 in this AGREEMENT.

24           **B.** An LLR Operator working a regular run on their RDO shall be paid for eight hours  
25 at the overtime rate or for actual overtime hours worked, whichever is greater. An LLR Operator  
26 who works two separate and complete runs on the same day will be paid such guarantee for each run.  
27 An LLR Operator assigned overtime on their RDO, per Paragraph D.2 and D.4, shall be guaranteed a  
28 minimum for the day of two hours and forty minutes pay at the overtime rate.

1 C. All runs shall be assigned and every available LLR Operator shall have work  
2 before any overtime assignment is made.

3 D. If overtime is available it shall be assigned by seniority with the greatest pay time  
4 first, according to the following LLR Operator sequence.

- 5 1. Extra Board LLR Operators on regular workday, within spread.
- 6 2. Extra Board LLR Operators and Report LLR Operators on an RDO.
- 7 3. Regular LLR Operators on regular workday.
- 8 4. Regular LLR Operators on an RDO.
- 9 5. Extra Board LLR Operators on regular workday voluntarily exceeding their  
10 spread time, except as provided in Section 5, Paragraph L.

11 6. Extra Board LLR Operators on regular workday and Report LLR Operators  
12 who have reverted to their positions on the Extra Board, forced in inverse order of seniority.

13 E. No LLR Operator shall be required to work on their RDO. No Regular LLR  
14 Operator shall be assigned overtime work unless they volunteer for such work.

15 F. If no LLR Operator is available to work, other certified Employees may be used to  
16 sustain service until an LLR Operator is located to perform the work. If no other certified Employee  
17 is available to work, other certified employees may be used to sustain service until a certified  
18 Employee is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper  
19 case "Employee" denotes ATU Local 587 members and lower case "employee" denotes other  
20 employees.)

21 G. Any LLR Operator volunteering for overtime shall be required to work the  
22 overtime assigned.

23 H. An Extra Board LLR Operator may request to add or remove overtime availability  
24 for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. LLR  
25 Operators who remove overtime availability may be assigned overtime only in accordance with  
26 Paragraph D.6.

27 I. A Regular LLR Operator may request to be added to or removed from the overtime  
28 list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective

1 Saturday.

2 **J.** RAIL may post overtime trippers for pick.

3 1. A Regular LLR Operator may select one overtime tripper per day, including  
4 their RDO. An Extra Board LLR Operator may select one overtime tripper for each RDO.

5 2. If all posted trippers are not picked, the balance shall be offered for pick to  
6 all LLR Operators by LLR Operator seniority. An LLR Operator may pick a second tripper per day  
7 at this time. An Extra Board LLR Operator may not pick a tripper on their regular day to work. Any  
8 remaining trippers shall be assigned according to the work rules.

9 3. An LLR Operator who has picked an overtime tripper will be assigned that  
10 tripper on the day(s) picked unless excused.

11 ***SECTION 13 – SPECIAL ALLOWANCES***

12 **A.** No less than twenty minutes report time shall be paid for pre-departure check-out.  
13 However, this provision does not apply to mainline reliefs.

14 **B.** Employees will receive pay for all time spent completing written reports if the time  
15 is beyond regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to  
16 pay Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any  
17 time actually worked and will pay overtime as required by both this AGREEMENT and by state and  
18 federal law.

19 **C.** An LLR Operator who is not on report shall be paid a minimum of one hour  
20 straight-time pay for a train change.

21 **D.** One hour straight-time pay shall be paid to an LLR Operator for each day spent  
22 instructing a student.

23 **E.** If an LLR Operator is working an overtime assignment, and the overtime rate  
24 applies, they will be paid at the overtime rate or receive a minimum of two hours and thirty minutes  
25 of straight time pay, whichever is greater.

26 **F.** The minimum time paid for extra assignments for LLR Operators shall be the  
27 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

28 **G.** An Extra Board LLR Operator, who works past a twelve-hour spread on a

1 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,  
2 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve  
3 hours.

4 **H.** Each Regular, Report or Extra Board Operator, who works a combo or frag having  
5 a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the  
6 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-  
7 half for time in excess of 10-1/2 hours.

8 **I.** Mainline relief travel time shall be paid at the applicable rate based upon the  
9 maximum time required for travel from the base to a relief point during the applicable period of the  
10 day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility  
11 relief shack.

12 **J.** An LLR Operator who is relieved on the road and is directed by RAIL to return to  
13 the base to submit an accident or incident report or a found item will be paid travel time at the  
14 applicable rate.

15 ***SECTION 14 – UNIFORMS***

16 **A.** Upon completion of training and after certification, a newly hired LLR Operator  
17 shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter,  
18 the uniform allowance shall be available annually on the LLR Operator’s anniversary of rail  
19 certification.

20 **B.** A uniform allowance of twelve times the top step LLR Operator wage rate on  
21 January 1 of each year shall be available annually on each LLR Operator’s certification date. The  
22 uniform allowance may be used only to purchase authorized uniform items. An LLR Operator who  
23 does not pick an assignment and who is not required to be in uniform will have their uniform  
24 allowance for the following year reduced by one-third of the annual allowance for each shake-up on  
25 such status.

26 **C.** Uniform allowance balances may be carried over if unused. An LLR Operator’s  
27 accrued allowance may not exceed 25 times the top step LLR Operator wage rate that will be in  
28 effect on January 1st immediately following the effective date of this AGREEMENT.

1                   **D.** LLR Operators are required to be in uniform while on duty. When uniform  
2 garments are not available, an out of uniform slip will be given to the LLR Operator by the  
3 Supervisor before the LLR Operator goes on duty. Uniforms shall be worn only to and from work  
4 and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be  
5 considered acceptable uniform attire

6                   **E.** Footwear designated by METRO may be purchased with the uniform allowance.  
7 Footwear must meet the current standards of uniform footwear for LLR Operators.

8                   **F.** All uniform items will be union made, unless mutually agreed between the  
9 PARTIES.

10                   **G.** LLR Operators who leave RAIL in good standing shall not be required to return  
11 items which came with a Sound Transit insignia.

12                   ***SECTION 15 – ATTENDANCE***

13                   **A.** The PARTIES recognize that RAIL provides an essential public service and that  
14 Employees have the responsibility and the obligation to report for all assignments unless previously  
15 excused.

16                   **B.** If an Employee is late, the Employee is encouraged to report for possible  
17 assignments if work is available under other conditions, as noted in this AGREEMENT.

18                   **C.** An Employee requesting work on their RDO, who fails to report for work or who  
19 reports for work late, will be subject to the policies defined in this AGREEMENT.

20                   **D.** Misses include late reports, unexcused absences and absences. All misses shall be  
21 recorded. Unexcused absences recorded in a four-month period shall be subject to the following  
22 controls:

- 23                                 • First – Informational Notice.
- 24                                 • Second – Oral Reminder.
- 25                                 • Third – Written Reminder and the Employee will be offered a program of  
26 assistance from both PARTIES in developing a plan to improve attendance. This program will  
27 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
28 and the UNION Officer/designee will meet with the Employee to write the details of the program,

1 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

2                     • Fifth – Discharge, unless RAIL determines that an additional suspension  
3 may be sufficient to correct the Employee’s attendance problem.

4                     **E.** All misses in a twelve-month period will be subject to the following:

5                     • First through third – Informational Notice.  
6                     • Fourth – Oral Reminder and Employee will be offered a program of  
7 assistance from both PARTIES in developing a plan to improve attendance. This program will  
8 include a referral to the Employee Assistance Program (EAP). The METRO unit  
9 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
10 of the program, which will be specific to the Employee.

11                     • Fifth – Written Reminder.  
12                     • Sixth – Review of program of assistance; Explanation of Attendance  
13 Probation.  
14                     • Seventh – One-day suspension. Placement on Attendance Probation. This  
15 counts as FIRST probationary absence.

16                     **F.** Any Employee who has acquired seven misses in a twelve-month period will be  
17 placed on attendance probation.

18                     **1.** The attendance probation will begin on the calendar day following the  
19 Employee’s seventh miss.

20                     **2.** The Employee will be offered a program of assistance from the PARTIES  
21 in developing a plan to improve attendance. This program will include a referral to the Employee  
22 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee  
23 will meet with the Employee to write the details of the program, which will be specific to the  
24 Employee.

25                     **3.** During the attendance probation, the language of Paragraph H will not  
26 apply.

27                     **4.** For each miss that occurs during the attendance probation, the Employee  
28 will be informed in writing of their status.

1                   **5.** The Employee will be allowed no more than three misses in each of the two  
2 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a  
3 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two  
4 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).  
5 An Employee who successfully completes the two twelve-month periods will no longer be on  
6 attendance probation.

7                   **6.** An Employee who has a fourth miss during either twelve-month attendance  
8 probation period will be subject to discharge.

9                   **7.** The attendance probation periods will be extended by any unpaid leave,  
10 industrial injury, or other protected leave in excess of ten consecutive days.

11                   **G.** Four consecutive workdays of absence without leave will be considered a  
12 resignation may be considered a resignation or grounds for termination, as appropriate, taking into  
13 consideration mitigating circumstances.

14                   **H.** A continuous record of 60 days without a miss will cancel the first late report or  
15 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will  
16 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the  
17 Employee have a miss, another 60-day period must be completed before more cancellations will be  
18 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid  
19 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days  
20 without a miss.

21                   **I.** Misses for LLR Operators include:

22                   **1.** Unexcused Absence – Failure to report within one hour after designated  
23 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before  
24 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay  
25 for the day. However, if an Employee is incapable of complying with these requirements to timely  
26 report based on a condition listed in Article R11.4, they will be excused if the request is properly  
27 submitted.

28                   **2.** Late Report – Reporting to work late from two minutes up to one hour after

1 designated report time.

2 **3.** Absence – An unexcused absence which has been changed to an absence.

3 **J.** A miss, which the immediate supervisor determines was an incident of tardiness  
4 beyond the control of the Employee, will be changed to an excused absence and shall not be used for  
5 disciplinary purposes.

6 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a  
7 minor infraction, as defined in Article R4, Section 3.

8 **L.** The procedure for late reports and absences for LLR Operators shall be as follows:

9 **1.** If the assigned Operator signs in or reports to their assigned work location  
10 within two minutes after the report time they will be allowed to work their assignment and shall not  
11 receive a late report. The clock in the reporting area will be used to determine time. If there is a  
12 dispute as to the accuracy of the clock in the reporting area, the LCC's clock will be determinant.

13 **2.** If the first Report Operator is assigned to work, the Dispatcher/Planner will  
14 verbally notify the next Report Operator to be available to sign in for work.

15 **3.** Each Operator on late report will be assigned to the bottom of the report list  
16 in order of arrival. One hour of pay will be guaranteed to Operators who are assigned to late report.  
17 If an assignment can be made, normal procedures shall prevail.

18 **4.** At the end of one hour, an Operator on late report will report to the  
19 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on  
20 report. If such Operator is continued on report, the one hour guaranteed pay will be included in the  
21 two and one-half hour report guarantee.

22 **5.** If an Operator on late report fails to report to the Dispatcher/Planner after  
23 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the  
24 hour, the Operator will be paid from the beginning of the late report up to the beginning of the  
25 assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and  
26 is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be  
27 paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report  
28 fails to report to the Dispatcher/Planner after one hour and is notified of such by the

1 Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour  
2 of late report.

3                   6. If, after one hour, no work is available, the Operator will be released, or  
4 placed at the bottom of the report list for work later in the day at a minimum pay of two and one-half  
5 hours.

6                   M. The procedures for changing misses to absences or excused absences shall be as  
7 follows:

8                   1. An LLR Operator may provide a written request to the immediate  
9 supervisor the same day as their unexcused absence. If such request is granted, the LLR Operator  
10 either will be placed at the bottom of the report list for work later in the day at minimum pay of two  
11 and one-half hours or will be told to return home.

12                   2. For an LLR Operator, a request for a miss to be changed to an absence or  
13 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of  
14 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an  
15 absence or excused absence.

16                   N. The procedure for LLR Operators coming off the sick list shall be as follows:  
17 An LLR Operator coming off the sick list must notify the OMF by 10:00 a.m. in order to be  
18 scheduled for work the next day. One continuous incident of sick leave will be charged to an  
19 Operator who anticipates returning to work and comes off the sick list prior to 10:00 a.m., but whose  
20 licensed practitioner will not release the Operator for duty the following day.

21 **ARTICLE R20: LINK LIGHT RAIL SUPERVISORS**

22                   ***SECTION 1 – DEFINITION OF EMPLOYEES***

23                   A. A “LLR Supervisor” shall mean a person employed by RAIL on a regular full-time  
24 continuing basis who may perform the job duties of, including but not limited to:

- 25                   ● Dispatcher
- 26                   ● Field supervisor
- 27                   ● Operations controller
- 28                   ● LLR instructor

1 If either PARTY requests a reopener to negotiate separating LCC into its own job classification, the  
2 PARTIES shall meet to bargain in good faith.

3           **B.** A “LLR Supervisor-in-Training (LLRSIT)” shall mean an Employee who is  
4 training to become an LLR Supervisor.

5           ***SECTION 2 – MUTUAL RESPONSIBILITIES***

6           The management and direction of the work force, which includes, but is not limited to,  
7 assigning work, clarifying all job specifications with regard to duties and setting performance  
8 standards with input from LLR Supervisors, is vested exclusively in RAIL. This is limited only by  
9 the stated conditions in this Article. Items not specifically addressed in this Article but covered in the  
10 general Articles of this AGREEMENT shall also apply to LLR Supervisors. No changes in existing  
11 rights or related conditions shall be made without first negotiating with the UNION.

12           ***SECTION 3 – LINK LIGHT RAIL SUPERVISOR-IN-TRAINING***

13           **A.** All hiring processes for LLR Supervisors will be open to all bargaining unit  
14 Employees and outside applicants. If an insufficient number of Employees qualify through the  
15 selection process, METRO will then screen, test, interview and hire outside applicants to these  
16 positions. The qualification criteria will be the same for all applicants.

17           **B.** Employees are encouraged to apply for LLR Supervisor positions. They may  
18 apply and compete with external candidates. Employees will receive an additional 5% on any  
19 passing test scores. Employees who are advanced to the interview stage will receive an additional  
20 5% added to their test scores. The ratio of Employee’s preference compared to the preference given  
21 to other King County employees will remain in full force and effect throughout the duration of this  
22 AGREEMENT.

23           **C.** The following process will go into effect January 1, 2019.

24           **1.** LLR Supervisor-In-Training vacancies shall be posted on METRO bulletin  
25 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-  
26 time service in the five years preceding the closing date for applications. Interested Employees must  
27 formally apply through METRO’s Transit Human Resources Office within the specific time frame  
28 listed. Selection of LLRSIT candidates shall be the sole responsibility of METRO. The selection

1 process for LLRSITs shall be based on an Employee's ability, training, education, experience and job  
2 performance, as determined by appropriate testing procedures and evaluations, which have been and  
3 will continue to be developed with input from LLR Supervisors. An LLR Supervisor, selected by  
4 RAIL after consultation with the UNION, will be included in the LLRSIT candidate selection.

5                   2. Successful candidates will be placed on a list by seniority. The LLRSIT  
6 candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for  
7 the recruitment process at the time of appointment or they will be removed from the list. Once  
8 removed from the list, an Employee must wait until the next recruitment to reapply.

9                   D. Testing procedures for LLRSIT candidates shall be developed with input from  
10 LLR Supervisors.

11                   E. LLRSITs shall be placed in that classification for twelve months, during which  
12 time they shall be required to qualify as Dispatcher, Field Supervisor, and Operations Controller.  
13 Once qualified in all three areas, all LLRSITs are eligible to participate in regular picks and move-  
14 ups. Failure to qualify shall result in termination as LLRSIT and return to previous classification  
15 with no loss in seniority. RAIL shall establish and publish standards for qualification and, with input  
16 from instructing LLR Supervisors, will determine in each case whether the LLRSIT has successfully  
17 qualified.

18                   F. Upon appointment, LLRSITs shall be subject to a twelve-month probationary  
19 period.

20                   G. Upon appointment, LLRSITs shall receive a voucher for four pairs of uniform  
21 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be  
22 issued to LLR Supervisors newly hired from Bus Supervisor positions.

23                   **SECTION 4 – PICKS**

24                   A. In the spring and fall of each year, when a facility opens or closes, or when  
25 mutually agreed by the PARTIES, all shifts required in the job classification of LLR Supervisor will  
26 be posted for a general pick. Copies of shifts to be picked will be posted at all work sites 14 days  
27 prior to the pick. RAIL also will issue each LLR Supervisor and the UNION a copy of this  
28 information. After the posting, there will be a review period in which changes may be made by

1 RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the  
2 PARTIES. Implementation of the spring pick will occur between April 1 and April 15 and  
3 implementation of the fall pick will occur between October 1 and October 15. The two general picks  
4 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general  
5 pick.

6 **B.** LLR Supervisor shifts will be classified as regular and relief. Employees will be  
7 permitted to select shifts and vacations in accordance with individual seniority. All shifts will be  
8 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the  
9 PARTIES.

10 **C.** An LLR Supervisor who will not be available to pick must leave, with the UNION,  
11 their choices of shifts in order of preference. Failure to do so will result in the UNION representative  
12 making every effort to select a shift comparable to the assignment last selected at a pick. Selections  
13 made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall  
14 not be compensated for time spent in the pick unless it is during their regular working hours.

15 **D.** A UNION representative shall certify the pick.

16 **E.** All LLR Supervisors' shifts, excluding relief shifts, once picked, will not have  
17 hours, significant duties, or RDOs changed during a shake-up without approval of the affected LLR  
18 Supervisor(s) and the UNION.

19 **F.** At each pick, LLR Supervisors may volunteer in writing to work overtime.

20 **G.** All regular shifts shall have at least ten hours off between consecutive day's shifts.  
21 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere  
22 in this AGREEMENT. Should either PARTY be adversely affected by this Paragraph, the PARTIES  
23 agree to meet and negotiate necessary changes.

24 **H.** Any deviation to shift schedules for holidays will be posted at pick.

25 **I.** Pick will be governed by the provision of this Section and by guidelines mutually  
26 developed and agreed by the PARTIES.

27 ***SECTION 5 – MOVE-UPS***

28 **A.** When a permanent vacancy occurs during a shake-up in any LLR Supervisor

1 position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in  
2 seniority order to fully qualified LLRSITs.

3 **B.** Move-ups may not be requested during the last eight weeks of the current shake-  
4 up.

5 **SECTION 6 – WORK ASSIGNMENTS**

6 **A.** The LLR Supervisor job classification, except for LLRSIT, shall have regular  
7 shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.

8 **B.** All shifts for LLR Supervisors shall be completed within a continuous eight or ten  
9 hour period.

10 **C.** Regular shifts shall consist of five consecutive days of work (or four days if it is a  
11 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively.  
12 Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive  
13 RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit  
14 supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the  
15 UNION.

16 **D.** Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-  
17 hour guarantee each workday. RDOs and shifts for Relief LLR Supervisors shall be posted by Friday  
18 of the week before each pay period ends for each pay period. There will be two consecutive RDOs  
19 (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief LLR  
20 Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or  
21 vice versa. RDOs will not be changed or cancelled without the consent of the affected LLR  
22 Supervisor, except in an emergency. The RDOs for Relief LLR Supervisors may change each pay  
23 period as a result of the availability of assignments.

24 **E.** Prior to the end of each pay period, each Relief LLR Supervisor will pick their  
25 assignment for the next pay period from the known available assignments and available RDOs, by  
26 seniority. Each pay week will be picked separately. Assignments selected the first week will not  
27 affect selections in the second week, except where minimum time off between shifts and/or 54 hours  
28 off for RDOs would be compromised.

1           **F.** If there are not enough work assignments for all Relief LLR Supervisors to choose  
2 from, extra assignments may be created. RAIL may change a Relief LLR Supervisor's extra  
3 assignment by up to eight hours, provided the change is made at least twelve hours before the start  
4 time of the LLR Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,  
5 or with the Relief LLR Supervisor's consent, a Relief LLR Supervisor's extra assignment may be  
6 changed by more than four hours and with less than twelve hours notice. Relief LLR Supervisors  
7 who have picked extra assignments must check in between twelve and eight hours prior to the  
8 scheduled start of the extra assignment to find out if there is a change.

9           **G.** All LLR Supervisors shall have at least 54 hours scheduled off for their two  
10 consecutive RDOs.

11           **H.** RAIL will determine the number of relief shifts, but the number of relief shifts will  
12 not exceed one-third of the total of all shifts with a minimum of three.

13           **I.** RAIL agrees to assign all special project assignments by giving equal consideration  
14 to the LLR Supervisor's education, ability and experience as it applies to each assignment. Special  
15 project assignments will be posted for regular LLR Supervisors to apply for and selection shall be  
16 based on the above criteria if the special project assignment is to exist for 30 days or more. If the  
17 special project assignment is in excess of 90 days, the special project assignment will be rotated  
18 among those LLR Supervisors who applied and who meet the above criteria, provided the rotation  
19 does not result in project delay. METRO also recognizes the need for ongoing optional training  
20 programs which will allow LLR Supervisors to become better qualified for their present work  
21 assignments or for advancement.

22           **J.** Except where modified by historical practice, agreement or mutual understanding,  
23 any work that has been historically or traditionally performed only by LLR Supervisors will not be  
24 performed by any other individual.

25           **K.** When a shift remains unfilled within one hour of the start time of the shift and  
26 RAIL determines that the shift cannot be cancelled, an LLR Supervisor working a different shift with  
27 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The  
28 hours worked by the LLR Supervisor cannot be changed more than 30 minutes except by mutual

1 agreement. When determining which LLR Supervisor will fill the shift, RAIL will consider seniority,  
2 LLR Supervisor qualification, business requirements and the LLR Supervisor's desire to change work  
3 assignments.

4           **L.** To meet service needs, LLR Supervisors may be assigned to other duties within  
5 their job classification. Any wage differential included in a shift will be maintained if an LLR  
6 Supervisor is assigned other duties during their shift.

7           **M.** RAIL will determine the staffing needs for each special event day. When RAIL  
8 has determined which shifts will be required to work, LLR Supervisors will be offered the special  
9 event assignment in seniority order, as follows:

- 10                   1. LLR Supervisors on regular workday
- 11                   2. LLR Supervisors on their RDO
- 12                   3. Should no LLR Supervisor accept the special event assignments, they may  
13 be assigned by inverse seniority to LLR Supervisors on regular day to work.

14           **N.** Known special event assignments shall be posted at the pick. Special event service  
15 that is not posted at the pick shall be made available through the assignment/overtime process.

16           ***SECTION 7 – SPECIAL ALLOWANCES***

17           **A.** LLR Supervisors will be paid a 5% premium above the LLR Supervisor wage for  
18 all time paid when assigned as an Operations Controller.

19           **B.** An LLR Supervisor shall receive two hours straight-time pay in addition to regular  
20 pay for each shift during which they instruct an LLRSIT or non-qualified LLR Supervisor or an LLR  
21 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This  
22 pay will be contingent on the completion of an evaluation of the trainee's performance.

23           ***SECTION 8 – OVERTIME***

24           **A.** All hours worked in excess of an LLR Supervisor's daily guarantee on a regular  
25 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of  
26 pay for actual hours worked.

27           **B.** Any work performed on a RDO shall be paid at the overtime rate with minimum  
28 pay of four hours. No LLR Supervisor will be required to work on their RDO except in an extreme

1 emergency. Should no LLR Supervisor accept an overtime assignment, it may be assigned by inverse  
2 seniority to LLR Supervisors who are scheduled to work that day as part of their regular assignment.

3 C. All overtime will be assigned according to guidelines mutually developed and  
4 agreed by the PARTIES.

5 D. Posted special event assignments will be available for pick by LLR Supervisors.  
6 These assignments will be known as future overtime and will be credited to the LLR Supervisor in  
7 advance and combined with overtime hours actually worked.

8 **SECTION 9 – VACATION SELECTION**

9 The selection of vacation will follow those guidelines set for vacation selection and accrual in  
10 Article R9 with the following exceptions:

11 A. LLR Supervisors will pick vacations by LLR Supervisor seniority order once per  
12 year. At the spring pick, LLR Supervisors will select vacations in increments of no less than five  
13 days, by seniority. After all first choices are filled, by seniority, second, third, fourth and fifth  
14 choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the  
15 selection of these periods.

16 B. The number of LLR Supervisors allowed on vacation during the same period shall  
17 be at least one.

18 C. An LLR Supervisor may use their current vacation accrual in single-day  
19 increments with the approval of their immediate supervisor.

20 **SECTION 10 – GENERAL AND SPECIAL BENEFITS**

21 A. Upon the approval of RAIL, at least one LLR Supervisor per day shall be allowed  
22 to use a personal holiday.

23 B. Annually, on the fourth Monday in January, a uniform allowance payable by  
24 voucher of twelve times the top step of the LLR Supervisor wage rate on January 1 of each year shall  
25 be available for each LLR Supervisor. The maximum uniform allowance balance, which may be  
26 carried over into the next year is \$500. The uniform voucher may be used only to purchase  
27 authorized uniform items. When an LLR Supervisor needs to replace their all-weather parka or  
28 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the

1 above allowances, an LLR Supervisor may be reimbursed once each calendar year for one pair of  
2 personal work shoes costing up to an amount of six times the top step of the LLR Supervisor wage.  
3 To receive reimbursement the shoes must meet the current standards of uniform footwear for LLR  
4 Supervisors.

5 C. All necessary safety and foul weather gear will be provided by RAIL.

6 D. LLR Supervisors will receive hands-on orientation on all LLR equipment within  
7 90 days of its use in service. Those LLR Supervisors who are directly involved in the  
8 operation/service of the special equipment will receive orientation or training on such equipment.

9 E. It is RAIL's responsibility that all LLR Supervisors will be trained and  
10 certification kept current in first aid, Automated Emergency Defibrillator (AED) and  
11 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate  
12 of pay.

13 F. LLR Supervisors selected by the UNION will participate in the LLR Labor-  
14 Management Relations Committee as needed.

15 G. RAIL will complete a written description of the duties and responsibilities of each  
16 shift.

17 H. For all classifications as set forth in Section 1: There will be a minimum of at  
18 least one LLR Supervisor allowed to have time off through day off book procedures and RAIL will  
19 accommodate LLR Supervisor requests consistent with daily staffing requirements. Day off book  
20 procedures will be consistent in all classifications. Requests for AC days may not be entered into the  
21 day off book more than one calendar month in advance of the day(s) off desired.

22 **SECTION 11 – ATTENDANCE**

23 A. The PARTIES recognize that RAIL provides an essential public service and that  
24 Employees have the responsibility and the obligation to report for all assignments unless previously  
25 excused.

26 B. If an Employee is late, the Employee is encouraged to report for possible  
27 assignments if work is available under other conditions, as noted in this AGREEMENT.

28 C. An Employee requesting work on their RDO, who fails to report for work or who

1 reports for work late, will be subject to the policies defined in this AGREEMENT.

2           **D.** Misses include late reports, unexcused absences and absences. All misses shall be  
3 recorded. Unexcused absences recorded in a four-month period shall be subject to the following  
4 controls:

5                           • First – Informational Notice.  
6                           • Second – Oral Reminder.  
7                           • Third – Written Reminder and the Employee will be offered a program of  
8 assistance from both PARTIES in developing a plan to improve attendance. This program will  
9 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
10 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
11 which will be specific to the Employee.

12                           • Fourth – One-day suspension, unless the Employee has a five-year record of  
13 less than three misses per year, in which case another Written Reminder shall be issued. Whether  
14 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

15                           • Fifth – Discharge, unless RAIL determines that an additional suspension  
16 may be sufficient to correct the Employee’s attendance problem.

17           **E.** All misses in a twelve-month period will be subject to the following:

18                           • First through third – Informational Notice.  
19                           • Fourth – Oral Reminder and Employee will be offered a program of  
20 assistance from both PARTIES in developing a plan to improve attendance. This program will  
21 include a referral to the Employee Assistance Program (EAP). The METRO unit  
22 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
23 of the program, which will be specific to the Employee.

24                           • Fifth – Written Reminder.  
25                           • Sixth – Review of program of assistance; Explanation of Attendance

26 Probation.

27                           • Seventh – One-day suspension. Placement on Attendance Probation. This  
28 counts as FIRST probationary absence.

1                   **F.** Any Employee who has acquired seven misses in a twelve-month period will be  
2 placed on attendance probation.

3                   **1.** The attendance probation will begin on the calendar day following the  
4 Employee's seventh miss.

5                   **2.** The Employee will be offered a program of assistance from the PARTIES  
6 in developing a plan to improve attendance. This program will include a referral to the Employee  
7 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee  
8 will meet with the Employee to write the details of the program, which will be specific to the  
9 Employee.

10                   **3.** During the attendance probation, the language of Paragraph H will not  
11 apply.

12                   **4.** For each miss that occurs during the attendance probation, the Employee  
13 will be informed in writing of their status.

14                   **5.** The Employee will be allowed no more than three misses in each of the two  
15 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a  
16 seventh miss, with a five-day suspension on 7/22/2014, would be on probation with no more than two  
17 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).  
18 An Employee who successfully completes the two twelve-month periods will no longer be on  
19 attendance probation.

20                   **6.** An Employee who has a fourth miss during either twelve-month attendance  
21 probation period will be subject to discharge.

22                   **7.** The attendance probation periods will be extended by any unpaid leave,  
23 industrial injury, or other protected leave in excess of ten consecutive days.

24                   **G.** Four consecutive workdays of absence without leave may be considered a  
25 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
26 circumstances.

27                   **H.** A continuous record of 60 days without a miss will cancel the first late report or  
28 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will

1 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the  
2 Employee have a miss, another 60-day period must be completed before more cancellations will be  
3 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid  
4 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days  
5 without a miss.

6 **I. Misses for LLR Supervisors include:**

7 **1. Unexcused Absence – Failure to report within one hour after designated**  
8 **report time or a Supervisor's failure to accept late report, or calling in sick less than 30 minutes**  
9 **before an Employee is scheduled to report. An unexcused absence will result in loss of assignment**  
10 **and pay for the day. However, if an Employee is incapable of complying with these requirements to**  
11 **timely report based on a condition listed in Article R11.4, they will be excused if the request is**  
12 **properly submitted.**

13 **2. Late Report – Reporting to work late from two minutes up to one hour after**  
14 **designated report time.**

15 **3. Absence – An unexcused absence which has been changed to an absence.**

16 **J. A miss, which the immediate supervisor determines was an incident of tardiness**  
17 **beyond the control of the Employee, will be changed to an excused absence and shall not be used for**  
18 **disciplinary purposes.**

19 **K. The failure to sign in, when unaccompanied by tardiness, shall be treated as a**  
20 **minor infraction, as defined in Article R4, Section 3.**

21 **L. The procedures for changing misses to absences or excused absences shall be as**  
22 **follows:**

23 **For an LLR Supervisor, a request for a miss to be changed to an absence or excused absence**  
24 **must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence.**  
25 **The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused**  
26 **absence.**

27 **M. The immediate supervisor can assign an LLR Supervisor work, paying only for**  
28 **actual time worked.**

1 **ARTICLE R21: LINK LIGHT RAIL VEHICLE MAINTENANCE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Link Light Rail Vehicle Maintenance Employees” shall mean all Employees in the following  
4 job classifications:

- 5 ● Electromechanic
- 6 ● Electromechanic Trainee
- 7 ● Electromechanic – Lead
- 8 ● Maintenance Service Center (MSC) Worker
- 9 ● Lead Maintenance Service Center (MSC) Worker
- 10 ● Rail Service Worker
- 11 ● Rail Service Worker – Lead

12 ***SECTION 2 – GENERAL CONDITIONS***

13 A. RAIL shall not adopt time estimates contained in flat-rate mechanics books for  
14 scheduling or evaluation purposes. RAIL work standards are exempted from this provision.

15 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified  
16 Employee. No Employee will be required to perform an unsafe procedure.

17 ***SECTION 3 – WORK ASSIGNMENTS***

18 A. The workweek shall consist of five consecutive days, except when an Employee’s  
19 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each  
20 regular workday. Each shift will be completed within a continuous eight and one-half hour period,  
21 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard  
22 shift will be completed within a continuous eight hour period, and will include a paid one-half hour  
23 lunch break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard  
24 shift, there is an expectation that quantity of work will not decrease partly because the  
25 overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a  
26 regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.

27 B. A new Employee shall be assigned by RAIL until the next pick or move-up.

28 C. Employees may be detailed for training until fully qualified. The training time will

1 be determined by the PARTIES.

2 **D.** Assignment of specific duties on any shift shall be at the discretion of RAIL.

3 **E.** An Employee who is required to attend training will be given at least seven days'  
4 notice if the training is outside their normal shift hours.

5 **F.** For the purposes of the pick and subsequent work assignments, the graveyard shift  
6 shall be considered the first shift of the workday; the day shift shall be considered the second; and the  
7 swing shift shall be considered the third.

8 **G.** Should it become necessary to alter a shift during a shake-up and such alteration  
9 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or  
10 request for accommodation which requires an alteration in the start or quit times of a shift, such  
11 Employee may request that RAIL consider their request. RAIL will then contact the UNION to  
12 review the matter. Should a personnel dispute occur, either PARTY can submit the dispute to the  
13 King County Alternative Dispute Resolution Program.

14 **H.** For holiday work assignments, RAIL will determine the staffing needs for each  
15 shift. When RAIL has determined which classifications will be required to work, Employees in those  
16 classifications will be offered the holiday assignment, within base, by shift, and by seniority, as  
17 follows:

- 18 1. Employees on regular day to work
- 19 2. Employees on their RDO
- 20 3. By inverse seniority, to Employees on regular day to work

21 ***SECTION 4 – VOLUNTEER ASSIGNMENTS***

22 **A.** If a vacancy/assignment occurs within RAIL Vehicle Maintenance, RAIL may fill  
23 the vacancy/assignment in seniority order with a volunteer from the classification where the vacancy  
24 occurs.

25 **B.** A volunteer assigned to a different work shift will continue to receive the shift  
26 differential, if any, associated with their picked shift or the shift differential associated with the shift  
27 to which the volunteer is assigned, whichever is greater.

28 ***SECTION 5 – LEAD EMPLOYEES***

1           A. When a permanent vacancy occurs within a Lead classification, the position will  
2 be filled by a recruitment. Applicants must be current Employees in the classification being led and  
3 must have, as of the last day applications are accepted, a minimum of two years experience in that  
4 classification at RAIL.

5           B. Lead Employees shall be selected on the basis of ability, training, education,  
6 experience, and job performance as determined by appropriate testing procedures and/or evaluations  
7 which will be developed with input from the Leads and the UNION.

8           C. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%  
9 differential above the top step of the existing wage rate and any shift differential of the classification  
10 for which they serve as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus  
11 shift differential, plus 10%.

12           D. Lead workers have the responsibility of coordinating the work of the Employees to  
13 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct  
14 Employees' efforts to ensure that work gets done effectively while treating all Employees with  
15 respect and in a fair and consistent manner. A Rail Vehicle Maintenance Lead will be considered a  
16 working Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of  
17 the classification they are leading.

18           E. No Lead Employee will discipline other Employees or perform formal Employee  
19 evaluations.

20           F. For overtime and holiday work assignments: When performing the regular work of  
21 the classification that they are leading, the Lead of that specific classification will be offered the  
22 assignment (by base, by shift, by seniority) only after Employees in that classification have been  
23 asked first.

24           ***SECTION 6 – UPGRADE LEADS***

25           A. RAIL may upgrade Employees to Lead status at its discretion.

26           B. Upgrade Lead Employees shall be selected on the basis of ability, training,  
27 education, experience, and job performance as determined by appropriate testing procedures and/or  
28 evaluations which will be developed with input from the UNION.

1 C. Each Upgrade Lead Employee in the Rail Vehicle Maintenance Division shall  
2 receive a 10% differential above the top step of the existing wage rate and any shift differential of the  
3 classification for which they serve as an Upgrade Lead. Lead pay shall be calculated as follows:  
4 regular hourly rate, plus shift differential, plus 10%.

5 D. Upgrade Lead workers have the responsibility of coordinating the work of the  
6 Employees to whom they are assigned to provide lead direction. Upgrade Lead workers assign job  
7 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all  
8 Employees with respect and in a fair and consistent manner. A Rail Vehicle Maintenance Upgrade  
9 Lead will be considered a working Lead. In addition to their Lead duties, an Upgrade Lead shall  
10 continue to perform the regular work of the classification they are leading.

11 E. No Upgrade Lead Employee will discipline other Employees or perform formal  
12 Employee evaluations.

13 ***SECTION 7 – PICKS AND MOVE-UPS***

14 A. Consistent with LLR Operator picks, three times each year, when a facility opens  
15 or closes, or when RAIL schedules a section-wide pick, the number of Employees required on each  
16 shift shall be posted.

17 B. At the pick, each Employee listed in Section 1 will be permitted to select, by  
18 classification seniority, their base and shift (when applicable), and their two consecutive RDOs.  
19 Specific duties within a classification also may be picked to the extent specified by RAIL on the pick  
20 sheets. Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board  
21 Officer for Rail and the Vice President/Assistant Business Representative - Maintenance/designee to  
22 discuss and identify any ongoing or planned special projects that may be appropriate for posting on  
23 the pick sheets.

24 1. All permanent Lead Employees shall pick once annually prior to the first  
25 pick of the year for other Rail Vehicle Maintenance Employees.

26 C. Copies of the pick schedules and shifts will be posted ten days prior to the start of  
27 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,  
28 RAIL will notify the UNION before the modification is posted. No changes will be made less than

1 five days prior to the pick.

2           **D.** RAIL will make arrangements for each Employee to be available to report to an  
3 appropriate pick location at least ten minutes ahead of their pick time to examine available work  
4 assignments. An Employee shall be compensated for the time spent in the selection process when it  
5 is during their work hours.

6           **E.** A UNION representative for Rail will be present and facilitate the pick.

7           **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form  
8 with the RAIL designee, as identified on the pick schedules, indicating their work preferences. The  
9 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will  
10 result in the UNION representative picking an assignment for the Employee. The UNION  
11 representative shall make an effort to select an assignment comparable to the last picked position  
12 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to  
13 the grievance/arbitration procedure.

14           **G.** When RAIL determines that an Employee will be unavailable for work for an  
15 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail  
16 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they  
17 may return to their previous picked position, if such still exists, or to a position as close as possible to  
18 the assignment they were working previously. RAIL and the Employee may mutually agree to a  
19 different assignment, and the UNION will be notified.

20           **H.** If a vacant position is to be filled or a new position is created, Employees in that  
21 classification will have a move-up if requested by the UNION. Move-ups will be conducted only  
22 when they can be implemented at least 28 days prior to the end of the current shake-up.

23           ***SECTION 8 – VACATION SELECTION***

24           **A.** Vacations will be picked by classification once each year no later than March 15th.

25           **B.** The number of Employees allowed to take vacation shall be 10% of the Employees  
26 in that classification, rounded to the nearest whole number. However, the number of Employees in  
27 each job classification allowed on vacation shall not be less than two Electromechanics, one MSC  
28 Worker, and one Rail Service Worker.

1 C. Vacation may be selected in blocks of one or more full weeks. The selection of  
2 vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year.  
3 An Employee who takes their vacation in two or more blocks shall select the second block of their  
4 vacation after all Employees in their classification have made their first selection; their third selection  
5 after all Employees in their classification have made their second selection; etc., until all blocks of  
6 the vacation have been selected. Picked vacation blocks will begin or end with the Employee's  
7 RDOs.

8 D. A Rail Vehicle Maintenance Employee may use vacation or accumulated time in  
9 increments of one or more hours, provided they have available vacation or accumulated time and  
10 subject to advance approval by their immediate supervisor.

11 **SECTION 9 – OVERTIME**

12 A. All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the  
13 scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-  
14 half times the existing straight-time rate of pay for the classification for actual overtime hours  
15 worked.

16 B. An overtime assignment of four hours or less will be offered to a job classification  
17 within a base, shift and by seniority, to qualified Employees who are working the shift preceding or  
18 succeeding the shift where the work is to be accomplished and/or performed.

19 C. Overtime assignments of more than four hours will be offered to a job  
20 classification within a base, shift and by seniority, to qualified Employees, including Employees on  
21 their RDO.

22 D. Scheduled or planned overtime will be posted for a minimum of 48 hours. An  
23 Employee who wishes to receive scheduled overtime shall sign up on an overtime sign-up sheet  
24 posted at their workplace, or email a Chief/Lead and have their name added to the sheet. Each  
25 overtime sign-up sheet will close at the beginning of the specified shift on the designated close date.  
26 An Employee who is not on the overtime list will not be eligible for scheduled overtime.

27 E. A full shift overtime assignment shall first be offered in its entirety before it is split  
28 and offered in smaller pieces.

1                   **F.** An Employee who is awarded the overtime on the list will be subject to the Section  
2 12 – Attendance Management procedures of this AGREEMENT.

3                   **1.** If the Employee awarded the overtime calls sick, the overtime shall be  
4 offered first to Employees that volunteered for the assignment during its original post time-frame.

5                   **2.** The Employee awarded the overtime shall submit a leave request for  
6 approval if they no longer wish to volunteer for that assignment. The overtime will be offered first to  
7 Employees that volunteered for the assignment during its original post time-frame.

8                   **G.** Should no Employee accept the overtime assignment, it may be assigned by  
9 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime  
10 may be assigned to the next least senior Employee.

11                   **H.** An Employee on light duty status shall not be eligible for overtime.

12                   **I.** An Employee who is scheduled for paid time off and who is interested in working  
13 on the RDOs preceding or succeeding their paid time off, must provide written notice to their  
14 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to  
15 these RDO's also require this notice. For overtime assignment, they will be considered in seniority  
16 order in accordance with Paragraphs C and D.

17                   **J.** Overtime on any shift shall be computed at the rate paid for the Employee's  
18 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no  
19 hourly shift differential. Overtime on swing shift extending to graveyard shift shall be paid at the  
20 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at  
21 the graveyard shift overtime rate of pay.

22                   **K.** In the case of an extreme emergency, RAIL can assign overtime work to any  
23 qualified Employee. An Employee who works overtime during an extreme emergency shall be  
24 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-  
25 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-  
26 day period. An Employee may voluntarily waive the time off required in this Paragraph.

27                   **L.** An LLR Vehicle Maintenance Employee, who has gone home after their regular  
28 shift and who is called back to work and reports for work, will be guaranteed at least four hours pay

1 at the overtime rate.

2 **M.** An LLR Vehicle Maintenance Employee called in before their regularly-  
3 scheduled report time and in conjunction with their regular shift will be paid for actual hours worked.

4 **N.** The following governs Electromechanics-in-Training overtime and holiday work  
5 assignments. When performing the regular work of the classification of Electromechanic, an  
6 Electromechanic-in-Training will be offered a work assignment, by seniority, only after  
7 Electromechanics and Lead Electromechanics in that classification have been asked first.  
8 Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the  
9 Electromechanic classification for overtime or holidays work assignments.

10 ***SECTION 10 – SHIFT DIFFERENTIAL***

11 Shift differentials shall be paid as a percentage above an Employee’s hourly base wage rate.  
12 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift  
13 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

14

15 <b>Classification</b>	16 <b>Swing Shift (percentage above hourly base wage rate)</b>	17 <b>Graveyard Shift (percentage above hourly base wage rate)</b>
18 Electromechanic	5.00%	7.5%
19 Rail Service Worker	5.00%	7.5%
20 Maintenance Service Center Worker	5.00%	7.5%
21 Lead Maintenance Service Center Worker	5.00%	7.5%

22 ***SECTION 11 – SPECIAL BENEFITS***

23 **A.** A tool allowance shall be provided annually, on Employees’ regular paychecks,  
24 not later than March of each year, to Employees permanently assigned as of January 1st the same  
25 year to the classification of Electromechanic and Electromechanic Trainees who have successfully  
26 completed their education modules and passed the Electromechanic exam. No Employee may collect  
27 more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2020	\$903
2021	\$903
2022	\$903

RAIL agrees to provide those tools necessary to perform all mechanical work assigned to Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

**B.** RAIL shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the worksite. Each Employee shall have on file with their immediate supervisor an up-to-date inventory of tools designating the type, size and manufacturer. Photographs will also be acceptable. RAIL shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three days after the inspection to locate any tools which they claim are missing.

**C.** Each Rail Vehicle Maintenance Employee shall receive their choice of coveralls or a clean uniform (pants and shirt) daily.

**D.** Any Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, a rain set, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of boots, socks, and cushioned inserts identified on the RAIL voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid

1 by such voucher shall be \$200 (plus sales tax) per Employee as provided in Paragraph E.

2 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
3 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

4 **F.** When an Employee is informed during their regular shift that overtime in excess of  
5 two hours beyond the end of the regular shift will be required, or when an Employee is called at  
6 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-  
7 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

8 **G.** Except where modified by historical practice, agreement, or mutual understanding,  
9 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be  
10 performed only by Employees working in those classifications.

11 **H.** RAIL shall respect the classification boundaries that are established in the  
12 classification specifications for Link Light Rail Vehicle Maintenance jobs; however it is agreed that  
13 the incidental assignment of cross-classification work is allowed. No Employee shall be expected to  
14 perform work for which they have not been adequately trained or which is unsafe. If the UNION  
15 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall  
16 convene special Labor-Management discussion to attempt to address the UNION's concerns over  
17 staffing levels and work assignments in a timely manner, not to exceed 15 calendar days.

18 **I.** Link Light Rail Vehicle Maintenance Employees may use the ten minutes prior to  
19 the end of their workday for personal clean-up.

20 **J.** When upgraded to a Lead position, the Employee shall receive the Lead rate of  
21 pay. When upgraded to any other classification, an Employee shall be paid according to Article R3.  
22 However, no upgraded Employee shall be paid more than the top step of the classification to which  
23 they have been upgraded.

24 **K.** RAIL will provide a secure area at each work location for UNION related  
25 materials accessible to all UNION representatives at that location.

26 **L.** An Employee who is assigned to train an Intern, Apprentice, or Electromechanic  
27 Trainee will receive a 10% premium under the following circumstances, and is only paid for actual  
28 time spent training. Leads are not eligible for training pay. Time spent training an Apprentice,

1 Intern, or Electromechanic Trainee must be pre-authorized in writing and involve active instruction.  
2 Training pay will not be offered for any other types of intern, apprentice, or peer-to-peer training or  
3 orienting new Employees.

4 **M.** For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees  
5 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair  
6 of prescription safety glasses.

7 **SECTION 12 – ATTENDANCE**

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. Link Light Rail Vehicle Maintenance Employees will be subject to the following terms, which  
11 supersede 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 their 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 their 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 their scheduled rate of  
24 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 their full shift  
28 and the time worked extends into another shift.

1                                   6. Late occurrences will be recorded in a 180-day rolling time frame as  
2 follows:

- 3                                   a. 1st through 5th occurrence – Employee and immediate supervisor  
4                                   initial the attendance 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 their shift only.
- 11                                   2. An Employee may not use AC time or vacation to supplement their regular  
12                                   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 and 2nd occurrence – Employee and immediate supervisor initial  
17                                   the attendance card.
- 18                                   b. 3rd occurrence – One-day suspension without pay.
- 19                                   c. 4th occurrence – Discharge, treated as a major infraction as defined  
20                                   in Article R4.

21                                   **E.** An occurrence which results in a second one-day suspension within 180 days of  
22 the occurrence that resulted in the first suspension shall result in discharge.

23                                   **F.** Extenuating circumstances will be considered. Any request by an Employee to  
24 have a late occurrence or unexcused absence removed from the attendance management record must  
25 be presented to the immediate supervisor in writing, within five working days of the occurrence.

26                                   **G.** An Employee who had a late occurrence or unexcused absence removed from the  
27 attendance management record has the option to use vacation leave or AC time as appropriate, to  
28 make up lost time.

1 H. The PARTIES agree to review this Section on an annual basis.

2 **SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM**

3 A. **Training Committee.** A joint Electromechanic Training Committee shall consist  
4 of equal members of the UNION and RAIL management. The UNION’s Second Vice President -  
5 Maintenance shall assign the UNION’s committee members.

6 B. **Ongoing Program Evaluation:**

7 1. The Electromechanic Training Committee will evaluate the  
8 Electromechanic Training Program on an ongoing basis to determine its value and effectiveness.  
9 Input from the Rail Vehicle Maintenance Superintendents, Chiefs, Leads and the Electromechanic  
10 Trainees will be used to assist in evaluating the program. The Committee will vote on recommended  
11 changes and adjustments to the program.

12 2. Any issues that cannot be agreed upon by the Committee shall be moved  
13 forward to the Rail Vehicle Maintenance Superintendent and the UNION’s Second Vice President -  
14 Maintenance for resolution.

15 C. **Meetings:**

16 The Electromechanic Training Committee shall meet at least once each shake-  
17 up. Each meeting shall consist of at least one committee from RAIL and one from the UNION.  
18 During these meetings the Committee shall review the curriculum changes, task hours and review  
19 Trainee feedback, to ensure the best development of the Electromechanic Trainee throughout the  
20 program.

21 D. **Rate of pay upon completion of training program:**

22 When an Electromechanic Trainee has graduated from the training program  
23 and has been placed in a regular Electromechanic position, the Employee’s salary will be moved to  
24 the 90% step of the Electromechanic pay scale.

25 E. **Seniority:**

26 When candidates have been selected to join the Electromechanic Training  
27 Program, they will be added to the Electromechanic seniority list for future placement. Upon  
28 graduation from the program, the Employee will assume this position of seniority as an

1 Electromechanic.

2 **SECTION 14 – HIRING OF ELECTROMECHANICS**

3 If an insufficient number of qualified internal candidates apply for a vacant  
4 Electromechanic position, METRO may conduct an external recruitment.

5 **SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

6 Employees will participate in the Rail Labor-Management Relations Committee.

7 **ARTICLE R22: TRACK AND SIGNALS EMPLOYEES**

8 **SECTION 1 – DEFINITION OF EMPLOYEES**

9 “Track and Signals Employees” shall mean all Employees in the following job classifications,  
10 and their respective lead positions where applicable:

- 11 ● Rail Laborer
- 12 ● Rail Signal and Communications Technician
- 13 ● Rail Signal and Communications Technician – Lead
- 14 ● Rail Track and Right of Way Maintainer
- 15 ● Rail Track and Right of Way Maintainer – Lead

16 **SECTION 2 – SUBCONTRACTING**

17 RAIL shall not subcontract work historically performed by members of the UNION;  
18 however, the UNION understands that the scope of work performed by RAIL Employees is  
19 determined by Sound Transit.

20 **SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS**

21 If no internal applicants are qualified for a promotional opportunity, RAIL shall use an  
22 open and competitive hiring process.

23 **SECTION 4 – VOLUNTEER ASSIGNMENTS**

24 **A.** If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority  
25 order with a volunteer.

26 **B.** A volunteer assigned to a different work shift will continue to receive the shift  
27 differential, if any, associated with their picked shift or the shift differential associated with the shift  
28 to which the volunteer is assigned, whichever is greater.

1                   **SECTION 5 – WORK ASSIGNMENTS**

2                   A. The workweek shall consist of five consecutive days, except when an Employee’s  
3 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular  
4 workday. Each shift will be completed within a continuous eight and one-half hour period and will  
5 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift  
6 will be completed within a continuous eight-hour period, and will include a paid one-half hour lunch  
7 break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard shift,  
8 there is an expectation that quantity of work will not decrease partly because the overlap/turnover  
9 time at the ends of the graveyard shift will be shortened. Employees who pick a regular weekly  
10 schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

11                   B. If it becomes necessary to alter a shift, and such alteration imposes a serious  
12 hardship on the Employee, such Employee may request that the PARTIES review the matter.

13                   C. For the purposes of the pick and subsequent work assignments, the graveyard shift  
14 shall be considered the first shift of the workday, the day shift the second, and the swing shift the  
15 third.

16                   D. For holiday work assignments, RAIL will determine the staffing needs for each  
17 shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

18                   E. Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

19                   **SECTION 6 – UPGRADES**

20                   A. The provisions of Article R3, Section 15, Paragraph C, shall not apply to Track  
21 and Signals Employees. Instead, all assigned work in a higher paid classification will be paid at the  
22 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid  
23 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.  
24 Overtime will be paid at the overtime rate for the higher paid classification.

25                   B. Upgrades will be based on qualifications, as determined by RAIL.

26                   C. Seniority will determine which Employee is upgraded among equally qualified  
27 Employees.

28                   D. An Employee who declines a temporary upgrade opportunity may not displace the

1 Employee who accepted it, regardless of seniority.

2 E. Training opportunities for upgrade qualification will be offered on a rotating basis  
3 using a sign up sheet established by seniority.

4 F. An Employee upgraded to a regular Lead position shall receive 10% above the top  
5 step of the wage rate of the classification for which they serve as a Lead.

6 If RAIL determines that a Lead position will be needed for a project or crew which  
7 has three or more Employees and/or will last for more than 90 days, and/or when justified by the  
8 additional responsibilities and coordination, RAIL may assign a regular journey-level Lead instead of  
9 a designated Lead.

10 1. Employees upgraded to a regular Lead position will be selected from  
11 Employees on the project or crew who have completed probation.

12 2. Each regular Lead will be considered a working Lead. In addition to their  
13 Lead duties, a regular Lead shall continue to perform their assigned duties.

14 3. No regular Lead will discipline other Employees (as defined by Article R4,  
15 Section 2(A)).

16 **SECTION 7 – DESIGNATED LEADS**

17 A. Each designated Lead in the Track and Signals sections shall receive a 10%  
18 differential above their existing wage rate for their classification.

19 B. A designated Lead will be assigned by the immediate supervisor or chief at the  
20 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and  
21 opportunities to experience Lead work assignments, and taking into account Employees' abilities,  
22 training, education, experience, seniority, and job performance.

23 C. Any Employee who trains a newly hired Employee will receive designated Lead  
24 pay. Lead pay for training shall be assigned at the discretion of RAIL.

25 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up  
26 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for  
27 the entire shift.

28 E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a

1 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

2 F. A designated Lead will be considered a working Lead. In addition to their  
3 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

4 G. No designated Lead will discipline other Employees (as defined by Article R4,  
5 Section 2(A)).

6 **SECTION 8 – LEADS**

7 A. When a permanent vacancy occurs within a Lead classification, the position will  
8 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,  
9 Bus-side Employees, other King County employees, and outside applicants. First preference will be  
10 given to current Career Service (non-probationary) Employees in the classification being led. Should  
11 METRO determine that no Employees in the classification qualify for a Lead position, it will notify  
12 the UNION of its determination prior to moving to the next two hiring steps that follow. Should no  
13 Employees in the classification qualify for the Lead position, Bus-Side Employees and other King  
14 County employees with at least two years of similar experience within King County will be  
15 considered. Lastly, RAIL will hire from the remaining applicants. The criteria in Paragraph B below  
16 shall apply to both internal and external applicants.

17 B. Lead Employees shall be selected on the basis of ability, training, education,  
18 experience, and job performance through appropriate testing procedures and/or evaluations that will  
19 be developed with union input.

20 C. Each Lead Employee in Track & Signals shall receive a 10% differential above the  
21 top step of the existing wage rate and any shift differential of the classification for which they serve  
22 as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift differential, plus  
23 10%.

24 D. Lead workers have the responsibility of coordinating the work of the Employees to  
25 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct  
26 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working  
27 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the  
28 classification from which they lead.

1 E. No Lead Employee will discipline, as defined in Article R4, Section 3, other  
2 Employees or perform formal Employee evaluations.

3 F. For Overtime and Holiday work assignments: When performing the regular work  
4 of the classification that they are leading, the Lead of that specific classification will be offered the  
5 assignment only after Employees in that classification have been asked in each step of the overtime  
6 process.

7 **SECTION 9 – PICKS AND MOVE-UPS**

8 A. Two picks shall be held annually for Track and Signals Employees to be effective  
9 on the start of the closest pay period to March 15 and September 15. When a facility opens or closes,  
10 a section-wide pick will occur for those job classifications affected.

11 B. All Employees listed in Section 1 may select by classification seniority their shift  
12 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be  
13 picked to the extent specified by RAIL on the pick sheets.

14 C. A once-yearly vacation pick will be held during the first pick of the year. When  
15 the pick schedule is posted, RAIL will inform the UNION of the number of Employees to be off on  
16 picked vacation per block.

17 D. Copies of the proposed pick schedule and shifts will be posted for review no later  
18 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than  
19 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks  
20 after the pick.

21 E. An Employee who is unable to attend the pick may leave an absentee pick form  
22 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so  
23 will result in the UNION representative picking an assignment for the Employee. The UNION  
24 representative shall make an effort to select an assignment comparable to the assignment most  
25 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration  
26 procedure.

27 F. When RAIL determines that an Employee will be unavailable for work for an  
28 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of

1 the pick process.

2           **G.** If a vacant position is to be filled or a new position is created, Employees in that  
3 classification will have a move-up if requested by the UNION. Move-ups will be conducted only  
4 when they can be implemented at least 28 days prior to the end of the current shake-up.

5           **H.** Rail Laborers who were hired before June 15, 2015, will have the right in the  
6 second pick of each year to choose between working in LLR Facilities or Track & Signals.

7           ***SECTION 10 – VACATION SELECTION***

8           **A.** At least one Employee or 10% rounded to the next highest whole number,  
9 whichever is greater, in each job classification shall be allowed to use vacation in each vacation  
10 period, provided that RAIL has sufficient staffing to provide service and Employees can work under  
11 safe conditions. The UNION representatives shall conduct the vacation pick.

12           **B.** During the annual vacation selection each Track and Signals Employee may select  
13 a maximum of five separate blocks of vacation, in the following payroll year, each consisting of one  
14 or more full weeks. Vacation selections shall be made by seniority within a job classification. An  
15 Employee who takes their vacation in two or more blocks shall select the second block of their  
16 vacation after all Employees in their classification have made their first selection; their third selection  
17 after all Employees in their classification have made their second, etc. Employees may only pick  
18 vacation hours totaling up to their balance at time of the pick. RAIL shall post a calendar with all  
19 approved vacation selections indicated. Vacation changes shall not be allowed less than 30 days  
20 prior to the effective day of requested leave except in emergencies, as determined by RAIL.

21           After the vacation pick, any other vacation requests will be honored on a first come, first  
22 served basis.

23           **C.** An Employee who does not select vacation at the annual vacation pick must  
24 request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise  
25 approved by management.

26           **D.** An Employee who has not filed a vacation request according to the above  
27 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

28           **E.** On September 15 of each year, RAIL will notify each Employee who has a

1 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee  
2 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

3           **F.** An Employee may use vacation leave in one-hour increments with the approval of  
4 their immediate supervisor.

5           **G.** Management will respond to a written request for any vacation or leave within  
6 seven days of receipt.

7           ***SECTION 11 – OVERTIME***

8           **A.** All hours worked in excess of eight or ten hours for a 4/40 Employee, in the  
9 scheduled workday, except as provided in Article R13, and on an Employee’s RDO shall be paid at  
10 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification  
11 for actual overtime hours worked.

12           **B.** When unscheduled overtime is requested to complete a special task, the overtime  
13 will first be offered to the Employee within the classification responsible for the work. A special task  
14 shall mean:

- 15                   1. non-ordinary circumstances in which the work cannot wait to be completed; or  
16                   2. work deemed unreasonable to have anyone but the existing Employee  
17 performing the work.

18           **C.** An Employee who wishes to receive planned or scheduled overtime shall sign, or  
19 request to be put on, an overtime list posted on a weekly basis. Each overtime list will be posted on  
20 Monday and pulled at noon on Thursday (or Wednesday if Thursday is a holiday). Employees who  
21 are on vacation or RDO must call in by 2:30pm on Wednesday (or Tuesday if Thursday is a holiday)  
22 to sign up to be eligible. An Employee who is not on the overtime list will not be eligible for the  
23 planned and scheduled overtime, except in the case of an emergency or if overtime must be assigned  
24 in inverse order of seniority. RAIL will not call an Employee who is on an authorized leave for  
25 overtime, unless it is an extreme emergency.

- 26                   1. Overtime will be assigned to Employees on the list, first by base, then by  
27 shift, then by seniority within a classification provided the Employee is qualified and reasonably  
28 available.

1                   2. If the overtime is not filled from the list, it may be offered, by seniority, to  
2 Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade  
3 and available on site to do the work.

4                   3. If the overtime has not been filled after all of the procedures outlined in  
5 Paragraph 2 have been followed, the assignment can be altered, split or then it may be assigned in  
6 inverse order of seniority in the affected job classification. If the least senior Employee is not  
7 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in  
8 seniority. In the event of an emergency, RAIL may assign overtime to any qualified Employee.

9                   4. If an overtime assignment is greater than 4 hours in length and the majority  
10 of the assignment is between the hours of 6:01 am and 6:00 pm, it shall be offered to dayshift  
11 Employees first. If the majority of the work is between 6:01pm and 6:00 am, it shall be offered to  
12 graveyard Employees first.

13                   **D.** Overtime assignments of 4 hours or less, in conjunction to a shift will be offered to  
14 qualified Employees who are working the shift preceding or succeeding the shift where the work is to  
15 be performed.

16                   **E.** All overtime provisions will be exhausted within a base before overtime  
17 opportunities are offered to Employees at other bases.

18                   **F.** A Track and Signals Employee, who has gone home after their regular shift, and  
19 who is called back to work and reports for work, will be guaranteed four hours of pay at the overtime  
20 rate. If a Track and Signals Employee can correct the situation without having to report to the  
21 worksite, they will be guaranteed two hours of pay at the overtime rate.

22                   **G.** If RAIL calls an Employee and offers overtime to report to work immediately and  
23 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the  
24 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two  
25 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours  
26 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to  
27 work, the four hours referenced in Paragraph F will apply, timed from the first phone call.

28                   **H.** A Track and Signals Employee called in before their scheduled report time and in

1 conjunction with their regular shift will not be sent home early to avoid overtime payment and will  
2 not be required to work beyond a spread of twelve hours. An Employee desiring to go home early  
3 may request permission from their immediate supervisor.

4 **I.** Overtime on any shift shall be computed at the rate paid for the Employee's  
5 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the  
6 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift  
7 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending  
8 into the day shift will be paid at the overtime rate with graveyard shift differential.

9 **1.** Employees must have at least one eight hour continuous rest period in any  
10 24 hour period and must have at least one ten hour continuous rest period in any 48 hour period.

11 ***SECTION 12 – SHIFT DIFFERENTIAL***

12 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate.  
13 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift  
14 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

15

16 <b>Classification</b>	17 <b>Swing Shift (percentage above hourly base wage rate)</b>	18 <b>Graveyard Shift (percentage above hourly base wage rate)</b>
19 Signal and Communications 20 Technician	5%	7.5%
21 Signal and Communications 22 Technician - Lead	5%	7.5%
23 Track and Right of Way 24 Maintainer	5%	7.5%
25 Track and Right of Way 26 Maintainer – Lead	5%	7.5%
27 Rail Laborer	5%	7.5%

28 ***SECTION 13 – SPECIAL BENEFITS***

**A.** RAIL will provide any and all tools necessary to perform all assigned mechanical  
work to Track and Signals Employees.

1           **B.** Each Track and Signals Employee shall receive eleven uniforms and shall wear a  
2 uniform during all work hours.

3           **C.** Each Employee who is required to work in inclement weather or hazardous areas  
4 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
5 to Personal Protective Equipment (PPE), a rain set, hat and boots.

6           **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
7 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be  
8 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up  
9 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such  
10 voucher shall be \$200 (plus sales tax) per Employee. A replacement item will be issued when the  
11 item is lost, stolen, damaged or worn out.

12           **E.** When an Employee works two or more hours of overtime in conjunction with their  
13 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the  
14 Employee's preference.

15           **F.** RAIL shall reimburse each Employee for the cost of any license(s) required in  
16 relation to their job classification or job duties, excluding the cost of the state-issued driver's license.

17           **G.** For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees  
18 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair  
19 of prescription safety glasses.

20           ***SECTION 14 – ATTENDANCE***

21           **A.** The PARTIES recognize that Track and Signals duties and functions are critical  
22 and that Employees have the responsibility and obligation to be at work on time each day. Track and  
23 Signals Employees will be subject to the following terms, which supersede any conflicting provisions  
24 elsewhere in the AGREEMENT.

25           **B.** Track and Signals will monitor and record attendance using the terms of late  
26 occurrence and unexcused absence.

27           **C.** A late occurrence:

28           **1.** of up to one hour shall be managed and recorded as follows:

- 1 a. An Employee may complete any time left on their shift.
- 2 b. An Employee may work a full eight or ten hours even though this
- 3 work would continue into the next shift.
- 4 c. An Employee may not use AC time or vacation to make up lost
- 5 time.
- 6 d. An Employee will be paid for actual hours worked at their
- 7 scheduled rate of pay.
- 8 e. A late occurrence shall not create an overtime opportunity for the
- 9 late Employee. No grievances will be filed by other Employees claiming overtime infringements
- 10 should an Employee elect to work their full shift and the time worked extends into another shift.
- 11 2. of between one and two hours shall be managed and recorded as follows:
- 12 a. An Employee may complete any time left on their shift only.
- 13 b. An Employee may not use AC time or vacation to make up lost
- 14 time.
- 15 c. An Employee will be paid for hours worked at their scheduled rate
- 16 of pay.
- 17 3. Late occurrences will be recorded in a 180 day rolling time frame as
- 18 follows:
- 19 a. 1st through 5th occurrence – Employee and chief initial the time
- 20 sheet/late report card.
- 21 b. 6th occurrence – one-day suspension without pay.
- 22 c. 7th occurrence – discharge, treated as a major infraction as defined
- 23 in Article R4.
- 24 D. Unexcused absences (over two hours late) shall be managed and recorded as
- 25 follows:
- 26 1. An Employee may complete their shift only.
- 27 2. An Employee may not use AC time or vacation to supplement their regular
- 28 shift pay.

- 1                                   3. Such Employee is not eligible for overtime that day.
- 2                                   4. Unexcused absences will be recorded in a twelve-month rolling time frame
- 3 as follows:
- 4                                   a. 1st occurrence – Employee will receive Oral Reminder; chief will
- 5 initial the late report card.
- 6                                   b. 2nd occurrence – Employee will receive Written Reminder; chief
- 7 will initial the late report card.
- 8                                   c. 3rd occurrence – One-day suspension without pay.
- 9                                   d. 4th occurrence – Discharge, treated as a major infraction as defined
- 10 in Article R4.

11                               E. An occurrence which results in a second one day suspension within 180 days of the

12 occurrence that resulted in the first suspension shall result in discharge.

13                               F. Extenuating circumstances will be considered. Any request by an Employee to

14 have a late occurrence or unexcused absence removed from the attendance management record must

15 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a

16 late occurrence or unexcused absence that has been removed from the attendance management record

17 has the option to use vacation leave or AC time, as appropriate to make up lost time.

18                               G. The PARTIES agree to review this Section on an annual basis.

19                               **SECTION 15 – TRAINING**

20                               The PARTIES shall develop training programs in selected trade classifications. The

21 PARTIES will jointly determine the implementation of the programs. The programs will recognize

22 that workforce diversity is valued and encouraged.

23                               **SECTION 16 – LINK LIGHT RAIL LABOR-MANAGEMENT RELATIONS**

24 **COMMITTEE**

25                               Track and Signals Employees will participate in the Rail Labor-Management Relations

26 Committee.

27                               **SECTION 17 – UPGRADES TO CHIEFS**

28                               No Employee acting as or upgraded to Chief shall issue discipline to other Employees or

1 perform formal annual performance appraisals.

2 **ARTICLE R23: LINK LIGHT RAIL FACILITIES EMPLOYEES**

3 ***SECTION 1 – DEFINITION OF EMPLOYEES***

4 “Link Light Rail Facilities Employees” shall mean all Employees in the following job  
5 classifications, and their respective lead positions where applicable:

- 6 ● Grounds Specialist
- 7 ● Lead Rail Facilities Custodian
- 8 ● Lead Rail Station Custodian (Lead Transit Custodian)
- 9 ● Lead Transit Grounds Specialist
- 10 ● Lead Transit Maintenance Painter
- 11 ● Lead Transit Building Operating Engineer
- 12 ● Rail Facilities Custodian
- 13 ● Rail Facilities Mechanic
- 14 ● Rail Facilities Mechanic – Lead
- 15 ● Rail Laborer
- 16 ● Rail Station Custodian
- 17 ● Transit Maintenance Painter
- 18 ● Building Operating Engineer

19 ***SECTION 2 – SUBCONTRACTING***

20 RAIL shall not subcontract work historically performed by members of the UNION;  
21 however, the UNION understands that the scope of work performed by RAIL Employees is  
22 determined by Sound Transit.

23 ***SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS***

24 If no internal applicants are qualified for a promotional opportunity, RAIL shall use an  
25 open and competitive hiring process.

26 ***SECTION 4 – VOLUNTEER ASSIGNMENTS***

27 **A.** If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority  
28 order with a volunteer.

1           **B.** A volunteer assigned to a different work shift will continue to receive the shift  
2 differential, if any, associated with their picked shift or the shift differential associated with the shift  
3 to which the volunteer is assigned, whichever is greater.

4           **SECTION 5 – WORK ASSIGNMENTS**

5           **A.** The workweek shall consist of five consecutive days, except when an Employee’s  
6 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular  
7 workday. Each shift will be completed within a continuous eight and one-half hour period and will  
8 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift  
9 will be completed within a continuous eight-hour period, and will include a paid one-half hour lunch  
10 break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard shift,  
11 there is an expectation that quantity of work will not decrease partly because the overlap/turnover  
12 time at the ends of the graveyard shift will be shortened. Employees who pick a regular weekly  
13 schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

14           **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious  
15 hardship on the Employee, such Employee may request that the PARTIES review the matter.

16           **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift  
17 shall be considered the first shift of the workday, the day shift the second, and the swing shift the  
18 third.

19           **D.** For holiday work assignments, RAIL will determine the staffing needs for each  
20 shift. Holiday work assignments will be subject to language in Section 11.

21           **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

22           **SECTION 6 – UPGRADES**

23           **A.** The provisions of Article R14, Section 3, Paragraph A, shall not apply to Rail  
24 Facilities Employees. Instead, all assigned work in a higher paid classification will be paid at the  
25 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid  
26 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.  
27 Overtime will be paid at the overtime rate for the higher paid classification.

28           **B.** Upgrades will be based on qualifications, as determined by RAIL.

1 C. Seniority will determine which Employee is upgraded among equally qualified  
2 Employees.

3 D. An Employee who declines a temporary upgrade opportunity may not displace the  
4 Employee who accepted it, regardless of seniority.

5 E. Training opportunities for upgrade qualification will be offered on a rotating basis  
6 using a sign up sheet established by seniority.

7 F. An Employee upgraded to a regular Lead position shall receive 10% above the top  
8 step of the wage rate of the classification for which they serve as a Lead.

9 If RAIL determines that a Lead position will be needed for a project or crew which  
10 has three or more Employees and/or will last for more than 90 days, and/or when justified by the  
11 additional responsibilities and coordination, RAIL may assign a regular journey-level Lead instead of  
12 a designated Lead.

13 1. Employees upgraded to a regular Lead position will be selected from  
14 Employees on the project or crew who have completed probation.

15 2. Each regular Lead will be considered a working Lead. In addition to their  
16 Lead duties, a regular Lead shall continue to perform their assigned duties.

17 3. No regular Lead will discipline other Employees (as defined by Article R4,  
18 Section 2(A)).

19 **SECTION 7 – DESIGNATED LEADS**

20 A. Each designated Lead in the Link Light Rail Facilities sections shall receive a 10%  
21 differential above their existing wage rate for their classification.

22 B. A designated Lead will be assigned by the immediate supervisor or chief at the  
23 discretion of RAIL, bearing in mind Employees’ interests in receiving training opportunities and  
24 opportunities to experience Lead work assignments, and taking into account Employees’ abilities,  
25 training, education, experience, seniority, and job performance.

26 C. Any Employee who trains a newly hired Employee will receive designated Lead  
27 pay. Lead pay for training shall be assigned at the discretion of RAIL.

28 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up

1 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for  
2 the entire shift.

3 **E.** Any time worked as a designated Lead in excess of eight hours, or ten hours for a  
4 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

5 **F.** A designated Lead will be considered a working Lead. In addition to their  
6 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

7 **G.** No designated Lead will discipline other Employees (as defined by Article R4,  
8 Section 3).

9 **SECTION 8 – LEADS**

10 **A.** When a permanent vacancy occurs within a Lead classification, the position will  
11 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,  
12 Bus-side Employees, other King County employees, and outside applicants. First preference will be  
13 given to current Employees in the classification being led and must have, as of the last day  
14 applications are accepted, a minimum of two years experience in that classification at RAIL. Should  
15 METRO determine that no Employees in the classification qualify for a Lead position, it will notify  
16 the UNION of its determination prior to moving to the next two hiring steps that follow. Should no  
17 Employees in the classification qualify for the Lead position, Bus-Side Employees and other King  
18 County employees with at least two years of similar experience within King County will be  
19 considered. Lastly, RAIL will hire from the remaining applicants. The criteria in Paragraph B below  
20 shall apply to both internal and external applicants.

21 **B.** Lead Employees shall be selected on the basis of ability, training, education,  
22 experience, and job performance, through appropriate testing procedures and/or evaluations that will  
23 be developed with Union input.

24 **C.** Each Lead Employee in Rail Facilities shall receive a 10% differential above the  
25 top step of the existing wage rate and any shift differential of the classification for which they serve  
26 as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift differential, plus  
27 10%.

28 **D.** Lead workers have the responsibility of coordinating the work of the Employees to

1 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct  
2 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working  
3 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the  
4 classification from which they lead.

5 **E.** No Lead Employee will discipline, as defined in Article R4, Section 2, Paragraph  
6 A, other Employees or perform formal Employee evaluations.

7 **F.** For Overtime and Holiday work assignments: When performing the regular work  
8 of the classification that they are leading, the Lead of that specific classification will be offered the  
9 assignment only after Employees in that classification have been asked in each step of the overtime  
10 process.

11 ***SECTION 9 – PICKS AND MOVE-UPS***

12 **A.** Two picks shall be held annually for Link Light Rail Facilities Employees to be  
13 effective on the start of the closest pay period to March 15 and September 15. When a facility opens  
14 or closes, a section-wide pick will occur for those job classifications affected.

15 **B.** All Employees listed in Section 1 may select by classification seniority their shift  
16 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be  
17 picked to the extent specified by RAIL on the pick sheets.

18 **C.** A once-yearly vacation pick will be held during the first pick of the year. When  
19 the pick schedule is posted, RAIL will inform the UNION of the number of Employees to be off on  
20 picked vacation per block.

21 **D.** 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 **E.** An Employee who is unable to attend the pick may leave an absentee pick form  
26 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so  
27 will result in the UNION representative picking an assignment for the Employee. The UNION  
28 representative shall make an effort to select an assignment comparable to the assignment most

1 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration  
2 procedure.

3           **F.** When RAIL determines that an Employee will be unavailable for work for an  
4 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of  
5 the pick process.

6           **G.** If a vacant position is to be filled or a new position is created, Employees in that  
7 classification will have a move-up if requested by the UNION. Move-ups will be conducted only  
8 when they can be implemented at least 28 days prior to the end of the current shake-up.

9           **H.** Rail Laborers who were hired before June 15, 2015, will have the right in the  
10 second pick of each year to choose between working in LLR Facilities or Track & Signals.

11           ***SECTION 10 – VACATION SELECTION***

12           **A.** At least one Employee or 10% rounded up to the next higher whole number,  
13 whichever is greater, in each job classification shall be allowed to use vacation in each vacation  
14 period, provided that RAIL has sufficient staffing to provide service and Employees can work under  
15 safe conditions. The UNION representatives shall conduct these vacation picks.

16           **B.** During the annual vacation selection, each Link Light Rail Facilities Employee  
17 may select a maximum of five separate blocks of vacation, in the following payroll year, each  
18 consisting of one or more full weeks. Vacation selections shall be made by seniority within a job  
19 classification. An Employee who takes their vacation in two or more blocks shall select the second  
20 block of their vacation after all Employees in their classification have made their first selection; their  
21 third selection after all Employees in their classification have made their second, etc. Employees  
22 may only pick vacation hours totaling up to their balance at the time of pick. RAIL shall post a  
23 calendar with all approved vacation selections indicated. Vacation changes shall not be allowed less  
24 than 30 days prior to the first effective day of requested leave except in emergencies, as determined  
25 by RAIL.

26           After the vacation pick, any other vacation requests will be honored on a first come, first  
27 served basis.

28           **C.** An Employee who does not select vacation at the annual vacation pick must

1 request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise  
2 approved by management.

3 **D.** An Employee who has not filed a vacation request according to the above  
4 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

5 **E.** On September 15 of each year, RAIL will notify each Employee who has a  
6 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee  
7 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

8 **F.** An Employee may use vacation leave in one-hour increments with the approval of  
9 their immediate supervisor.

10 **G.** Management will respond to a written request for any vacation or leave within  
11 seven days of receipt.

12 ***SECTION 11 – OVERTIME***

13 **A. Definitions:** For the purpose of Article R23 the following definitions apply:

14 **1.** “Scheduled overtime” shall mean overtime that is being offered  
15 more than 24 hours in advance from the start of the overtime shift

16 **2.** “Unscheduled overtime” shall mean an overtime shift that will begin  
17 in less than 24 hours after RAIL has become aware of the need for overtime.

18 **B.** All hours worked in excess of eight or ten hours for a 4/40 Employee, in the  
19 scheduled workday, except as provided in Article R13, and on an Employee’s RDO shall be paid at  
20 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification  
21 for actual overtime hours worked.

22 **C.** When unscheduled overtime is requested to complete a special task, the overtime  
23 will first be offered to the Employee within the classification responsible for the work. A special task  
24 shall mean:

25 **1.** non-ordinary circumstances in which the work cannot wait to be completed; or  
26 **2.** work deemed unreasonable to have anyone but the existing Employee  
27 performing the work.

28 **D.** Unscheduled overtime call procedures will be as follows: For unscheduled

1 overtime assignments, RAIL will call a qualified Employee using the overtime contact list, by  
2 seniority, for the classification affected at the Base where overtime is needed. RAIL will then call  
3 down the list until the number of Employees needed have agreed to cover overtime. RAIL is not  
4 required to give a call-back grace period when calling down the list to staff unscheduled overtime.  
5 Employees on authorized leave will not be called for unscheduled overtime, unless it is an extreme  
6 emergency. The provisions of this section shall not apply to overtime involving inclement weather or  
7 hazardous areas in R23, Section 11.B.

8           **E.** Scheduled overtime should be posted on or before Monday, and closed not before  
9 noon on Thursday of the week prior to the scheduled overtime, if possible. If Thursday is a holiday,  
10 the posting will close on the preceding Wednesday using the same procedure.

11                   **1.** Scheduled overtime will be assigned to Employees on the posting, first by  
12 base, then by shift, then by seniority within a classification provided the Employee is qualified and  
13 reasonably available.

14                   **2.** If scheduled overtime is not filled from the posting, it may be offered, first  
15 by base, then by shift, then by seniority, to Employees in the next lower job classification(s),  
16 provided the Employee is qualified for the upgrade.

17                   **3.** If scheduled overtime has not been filled after all of the procedures outlined  
18 in Paragraph 2 have been followed, then it may be assigned in inverse order of seniority in the  
19 affected job classification. If the least senior Employee is not qualified or reasonably available, the  
20 overtime will be assigned to the Employee next lowest in seniority. In the event of an emergency,  
21 RAIL may assign overtime to any qualified Employee.

22                   **4.** If RAIL is unable to post for scheduled overtime on Monday, scheduled  
23 overtime shall be offered to qualified Employees first by base, then by shift, then by seniority within  
24 classification. The offer shall be made by RAIL either in person or over the phone using the contact  
25 information provided by each Employee on the overtime contact list. Employees shall be given a  
26 minimum of 20 minutes to provide an answer to RAIL before the next Employee is offered scheduled  
27 overtime. RAIL shall call Employees on leave or vacation to offer non-posted scheduled overtime if  
28 the Employee is due to return to work before the date and time of the scheduled overtime shift.

1           **F.** A Link Light Rail Facilities Employee, who has gone home after their regular shift,  
2 and who is called back to work and reports for work, will be guaranteed four hours of pay at the  
3 overtime rate. If a Link Light Rail Facilities Employee can correct the situation without having to  
4 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

5           **G.** If RAIL calls an Employee and offers overtime to report to work immediately and  
6 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the  
7 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two  
8 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours  
9 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to  
10 work, the four hours referenced in Paragraph E will apply, timed from the first phone call.

11           **H.** A Link Light Rail Facilities Employee called in before their scheduled report time  
12 and in conjunction with their regular shift will not be sent home early to avoid overtime payment and  
13 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home  
14 early may request permission from their immediate supervisor.

15           **I.** An Employee who works an overtime shift that ends four hours or less before the  
16 start of their regular shift, with their immediate supervisor's prior approval, shall be allowed to begin  
17 their regular shift immediately following the end of their overtime. The change in schedule will then  
18 change the ending time of the Employee's shift for that day ending early by the amount of time that  
19 the Employee began their shift early.

20           **J.** All overtime provisions will be exhausted within a base before overtime  
21 opportunities are offered to Employees at other bases.

22           **K.** Overtime on any shift shall be computed at the rate paid for the Employee's  
23 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the  
24 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift  
25 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending  
26 into the day shift will be paid at the overtime rate with graveyard shift differential.

27           **L.** Employees must have at least one eight hour continuous rest period in any 24 hour  
28 period and must have at least one ten hour continuous break in any 48 hour period.

**SECTION 12 – 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.

<b>Classification</b>	<b>Swing Shift (percentage above hourly base wage rate)</b>	<b>Graveyard Shift (percentage above hourly base wage rate)</b>
Facilities Custodian	5%	7.5%
Station Custodian	5%	7.5%
Facilities Mechanic	5%	7.5%
Facilities Mechanic – Lead	5%	7.5%
Rail Laborer	5%	7.5%
Transit Maintenance Painter	5%	7.5%
Building Operating Engineer	5%	7.5%
Lead Building Operating Engineer	5%	7.5%
Lead Transit Grounds Specialist	5%	7.5%
Lead Transit Maintenance Painter	5%	7.5%

**SECTION 13 – SPECIAL BENEFITS**

RAIL will provide any and all tools necessary to perform all assigned mechanical work to Link Light Rail Facilities Employees.

**A.** Each Link Light Rail Facilities Employee shall receive eleven uniforms and shall wear a uniform during all work hours.

**B.** Each Employee who is required to work in inclement weather or hazardous areas

1 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
2 to Personal Protective Equipment (PPE), a rain set, hat and boots.

3           **C.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
4 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be  
5 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up  
6 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such  
7 voucher shall be \$200 (plus sales tax) per Employee. A replacement item will be issued when the  
8 item is lost, stolen, damaged or worn out.

9           **D.** When an Employee works two or more hours of overtime in conjunction with their  
10 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the  
11 Employee's preference.

12           **E.** RAIL shall reimburse each Employee for the cost of any license(s) required in  
13 relation to their job classification or job duties, excluding the cost of the state-issued driver license.

14           **F.** For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees  
15 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair  
16 of prescription safety glasses.

17           ***SECTION 14 – ATTENDANCE***

18           **A.** The PARTIES recognize that Link Light Rail Facilities duties and functions are  
19 critical and that Employees have the responsibility and obligation to be at work on time each day.  
20 Link Light Rail Facilities Employees will be subject to the following terms, which supersede any  
21 conflicting provisions elsewhere in the AGREEMENT.

22           **B.** Link Light Rail Facilities will monitor and record attendance using the terms of  
23 late occurrence and unexcused absence.

24           **C.** A late occurrence:

25                   **1.** of up to one hour shall be managed and recorded as follows:

26                           **a.** An Employee may complete any time left on their shift.

27                           **b.** An Employee may work a full eight or ten hours even though this

28 work would continue into the next shift.

- 1 c. An Employee may not use AC time or vacation to make up lost  
2 time.
- 3 d. An Employee will be paid for actual hours worked at their  
4 scheduled rate of pay.
- 5 e. A late occurrence shall not create an overtime opportunity for the  
6 late Employee. No grievances will be filed by other Employees claiming overtime infringements  
7 should an Employee elect to work their full shift and the time worked extends into another shift.
- 8 2. of between one and two hours shall be managed and recorded as follows:
- 9 a. An Employee may complete any time left on their shift only.
- 10 b. An Employee may not use AC time or vacation to make up lost  
11 time.
- 12 c. An Employee will be paid for hours worked at their scheduled rate  
13 of pay.
- 14 3. Late occurrences will be recorded in a 180 day rolling time frame as  
15 follows:
- 16 a. 1st through 5th occurrence – Employee and chief initial the time  
17 sheet/late report card.
- 18 b. 6th occurrence – one-day suspension without pay.
- 19 c. 7th occurrence – discharge, treated as a major infraction as defined  
20 in Article R4.
- 21 D. Unexcused absences (over two hours late) shall be managed and recorded as  
22 follows:
- 23 1. An Employee may complete their shift only.
- 24 2. An Employee may not use AC time or vacation to supplement their regular  
25 shift pay.
- 26 3. Such Employee is not eligible for overtime that day.
- 27 4. Unexcused absences will be recorded in a twelve-month rolling time frame  
28 as follows:

1 a. 1st occurrence – Employee will receive Oral Reminder; chief will  
2 initial the late report card.

3 b. 2nd occurrence – Employee will receive Written Reminder; chief  
4 will initial the late report card.

5 c. 3rd occurrence – One-day suspension without pay.

6 d. 4th occurrence – Discharge, treated as a major infraction as defined  
7 in Article R4.

8 E. An occurrence which results in a second one day suspension within 180 days of the  
9 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 chief in writing, within five workdays of the occurrence. An Employee that has a  
13 late occurrence or unexcused absence that has been removed from the attendance management record  
14 has the option to use vacation leave or AC time, as appropriate to make up lost time.

15 G. The PARTIES agree to review this Section on an annual basis.

16 **SECTION 15 – TRAINING**

17 The PARTIES shall develop training programs in selected trade classifications. The  
18 PARTIES will jointly determine the implementation of the programs. The programs will recognize  
19 that workforce diversity is valued and encouraged.

20 **SECTION 16 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE**

21 Link Light Rail Facilities Employees will participate in the Rail Labor-Management Relations  
22 Committee.

23 **SECTION 17 – UPGRADES TO CHIEF**

24 No Employee acting as or upgraded to Chief shall issue discipline to other Employees or  
25 perform formal annual performance evaluations.

26 **ARTICLE R24: LINK LIGHT RAIL TRAINING**

27 **SECTION 1 – DEFINITION OF EMPLOYEES**

- 28 ● Rail Technical Trainer

1                   **SECTION 2 – GENERAL CONDITIONS**

2                   A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer  
3 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work  
4 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their  
5 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days  
6 executive leave annually, to be administered according to King County policy.

7                   B. The Rail Technical Trainer position will be filled through an open and competitive  
8 recruiting process.

9                   C. When a Rail Technical Trainer is required to work on a holiday, they will have  
10 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

11                  D. Rail Technical Trainers will receive a second personal holiday to be used in the  
12 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of  
13 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

14                   **SECTION 3 – SPECIAL BENEFITS**

15                  All necessary safety and foul weather gear will be provided by RAIL. Each Employee  
16 is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher  
17 to be applied toward purchases of footgear (one pair of boots, socks and cushioned inserts identified  
18 on the RAIL voucher at time of purchase). Employees may use up to \$50.00 of the voucher amount  
19 to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$200 (plus  
20 sales tax) per Employee.

21                  **ARTICLE R25: SUPPORTED EMPLOYMENT PROGRAM**

22                   **SECTION 1 – DEFINITION OF EMPLOYEES**

23                  A. This Article applies to Employees who are hired through the King County  
24 Supported Employment Program, which provides Career Service positions, for paid, competitive  
25 employment opportunities for individuals with intellectual and developmental disabilities in  
26 integrated work settings.

27                  B. Employees in the Supported Employment Program will be placed in the following  
28 two job classifications:

1 Supported Employment Program (SEP) Associate I

2 Supported Employment Program (SEP) Associate II

3 **SECTION 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

4 A. With respect to Article 7 (Layoff and Recall), only those in Supported Employee  
5 classifications may bump others in Supported Employee classifications. Additionally, because the  
6 jobs are tailored to individuals’ abilities and experience, the Program Manager and the King County  
7 Department of Human Resources Director or designee must review and approve any bumping  
8 decisions involving Supported Employees and notify the UNION of the decision.

9 B. The job duties of a Supported Employee may cross job classifications, bargaining  
10 units and/or union jurisdiction boundaries. The PARTIES understand that the process used to assign  
11 duties will reflect a “customized employment process” wherein job duties may be “carved” from  
12 various assignments and places to create a single Supported Employee assignment with agreement  
13 from the UNION. Because a key component to a successful program includes flexibility in assigning  
14 job duties based on operational need and Employee growth, as well as the ability to increase  
15 responsibility as skills grow, duties will vary and may change over time.

16 C. Supported Employee Program Associates are represented by the UNION and will  
17 have all rights afforded to them under this AGREEMENT.

18 D. When a job assignment crosses union lines to a significant degree, the unions will  
19 be consulted and agreement between the union will be sought. The union representing the majority of  
20 the work will represent the employee. Issues, concerns or disputes regarding the representation of  
21 bargaining unit work assigned to Supported Employees will be discussed by the unions jointly with  
22 the Supported Employment Program Manager and the appropriate representative of the Office of  
23 Labor Relations. Employees will be allowed and expected to continue performing their duties, newly  
24 identified and/or previously assigned, while the dispute is discussed. The parties may involve the  
25 King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes.

26 E. The PARTIES acknowledge the possibility that a Supported Employee may be  
27 assigned to perform work that is currently non-represented. If, however, the Employee is assigned  
28 both non-represented and represented work, the Employee will be treated as a member of the

1 bargaining unit. The assignment of non-represented work to a Supported Employee will not change  
2 the characterization of the work as non-represented work.

3 F. The assignment of a Supported Employee to the bargaining unit will not result in  
4 the loss of bargaining unit positions, modification of the process for selection of assignments,  
5 alteration of schedules, less overtime opportunities, or any other right provided by this  
6 AGREEMENT or practices developed thereunder.

7 G. Supported Employees may be reclassified from current County classifications to  
8 the appropriate new classifications if the Department of Human Resources determines reclassification  
9 to be appropriate, with consultation with the UNION. If such reclassification occurs, the reclassified  
10 Employees will suffer no loss in pay and no loss of seniority. Participation in Supported  
11 Employment Program does not prohibit an Employee from working in a non-supported employment  
12 classification when the Employee is able to perform all the essential functions of that classification as  
13 long as seniority rules are honored.

14 H. The PARTIES will meet to assess the Supported Employment Program when  
15 needed. The PARTIES will discuss any issues or concerns that have arisen since the start of the  
16 program and commit to working to resolve those issues, which may include modifications to this  
17 AGREEMENT.

18 I. Supported Employees will be assigned to a regular work schedule of no less than 20  
19 hours per week and will be eligible for full benefits.

20 **ARTICLE R26: TEMPORARY EMPLOYEES**

21 ***SECTION 1 – DEFINITIONS***

22 A. “Term-Limited Temporary (TLT) Employee” shall mean a person who is  
23 employed for a period of time at least half-time for more than 6 months with a clearly identifiable end  
24 date not to exceed 3 years. Work performed by Term-Limited Temporary (TLT) Employees include  
25 Grant-Funded Projects, Information Systems Technology Projects, Capital Improvement Projects,  
26 and Miscellaneous Projects and/or Non-Routine Assignments (such as backfilling for Career Service  
27 Employees absent from work due to leave, or Special Duty Assignment.

28 B. “Short-Term Temporary (STT) Employee” shall mean a person who is employed

1 for less than half-time in a rolling twelve month period. Work performed by Short-Term Temporary  
2 (STT) Employees include peak workloads, short-term needs, project-related or seasonal work.

3 C. Employees covered by this Article:

4 1. Will not be used in lieu of filling budgeted Career Service positions.  
5 2. Shall be considered at-will Employees for the duration of their  
6 employment. Employees shall be eligible for a termination review hearing at their request. The  
7 termination of an Employee under this article is not grievable.

8 3. Are not subject to the layoff and recall provisions of the AGREEMENT.  
9 4. Will be assigned to work locations, shifts, and regular days off by METRO.  
10 5. Will be provided with those tools necessary to perform their jobs.  
11 6. Term-Limited Temporary (TLT) Employees and Short-Term Temporary  
12 (STT) Employees are not eligible for Special Duty Assignments (SDA).

13 D. Positions filled by Employees covered by this Article will not be part of the regular  
14 pick process for Career Service Employees.

15 E. METRO and the UNION will periodically meet to discuss the use of Employees  
16 under this Article and whether the work should properly be performed by other Employees.  
17 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would  
18 employ a substantial number of Employees under this article.

19 **SECTION 2 – SELECTION AS A CAREER SERVICE EMPLOYEE**

20 A. All Term-Limited Temporary (TLT) Employee postings shall also be posted as  
21 Special Duty Assignments (SDA) for the entire bargaining unit on King County’s website.

22 B. A Term-Limited Temporary (TLT) Employee or Short-Term Temporary (STT)  
23 Employee who is selected by METRO for a Career Service position in the same classification shall  
24 serve the probationary period that is required by the position; however, if the Employee has 90 or  
25 more days of continuous TLT employment in the classification at the time of selection, the  
26 probationary period shall be reduced by 90 days and they will receive a seniority date, vacation  
27 service credits and wage progression which reflects their continuous service.

28 **SECTION 3 – WAGES AND BENEFITS FOR SHORT-TERM TEMPORARY (STT)**

1 **EMPLOYEES**

2           A. A Short-Term Temporary (STT) non-exempt Employee shall be paid for actual  
3 hours worked at the current rate in effect for their classification and length of service. Such  
4 Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-  
5 time hours in one workweek, or for hours worked on holidays.

6           B. A Short-Term Temporary (STT) Employee is not eligible for any Employee  
7 benefits, except as described in Paragraph E below. However, Short-Term Temporary (STT)  
8 Employees working on a full-time basis as defined by the Affordable Care Act, as amended, will  
9 receive insured benefits to the extend required by law and King County Code.

10           C. A Short-Term Temporary (STT) Employee whose employment is extended  
11 beyond 1,040 hours in a rolling twelve-month period shall receive applicable retroactive benefits to  
12 the date of hire (based on established start dates of benefits).

13           D. Short-Term Temporary (STT) Employees shall accrue sick leave at the rate of  
14 0.025 hours for each hour in pay status. Short-Term Temporary (STT) Employees may use accrued  
15 sick leave beginning on their 61st day of employment. Short-Term Temporary (STT) Employees  
16 may carry over forty hours of unused sick leave to the following year, all other unused sick leave  
17 shall be forfeited. For Short-Term Temporary (STT) Employees, separation for any reason, including  
18 retirement, shall cancel all of the Employee’s accrued sick leave as of the date of the separation,  
19 except as otherwise provided by law.

20           **SECTION 4 – WAGES AND BENEFITS FOR TERM-LIMITED TEMPORARY (TLT)**

21 **EMPLOYEES**

22           A. Term-Limited Temporary (TLT) Employees will have seniority only within a  
23 group of Term-Limited Temporary (TLT) Employees in the same classification for picking vacation,  
24 overtime opportunities, and for forced overtime.

25           B. A Term-Limited Temporary (TLT) Employee may serve as a lead for other Term-  
26 Limited Temporary Employees. Selection for such lead positions shall be based on merit.

27           C. When METRO needs to separate one or more Term-Limited Temporary (TLT)  
28 Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to

1 change that order. METRO will provide the plan for the order of separation to the UNION prior to  
2 providing formal notice to the Employees.

3           **D.** A Term-Limited Temporary (TLT) Employee is eligible for benefits as stated in  
4 Articles R8-R12.

5           **E.** Term-Limited Temporary (TLT) Employees will follow the wage progression as  
6 stated in Articles R14.1 – R14.2.

7 **ARTICLE R27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

8           ***SECTION 1 – MODIFICATION PROVISION***

9           No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,  
10 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified  
11 as such, and signed by the Director of the King County Office of Labor Relations/designee and the  
12 UNION President/Business Representative/designee.

13           ***SECTION 2 – SAVINGS CLAUSE***

14           Should any provision of this AGREEMENT be rendered or declared invalid because of any  
15 existing or subsequent legislation or by any court decision, the remaining provisions of this  
16 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt  
17 to renegotiate such invalidated provisions to comply with the law.

**EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES**

<b>TITLE</b>	<b>11/01/2019 +3.00%</b>	<b>11/01/2020 +3.00%</b>	<b>11/01/2021 +2.00%</b>	<b>5/1/2222 +2.00%</b>
<b>Rail Section</b>				
Building Operations Engineer	\$40.55	\$41.77	\$42.61	\$43.46
Electromechanic	\$40.55	\$41.77	\$42.61	\$43.46
Electromechanic Trainee	\$32.44	\$33.42	\$34.09	\$34.77
Facilities Custodian	\$26.25	\$27.04	\$27.58	\$28.13
Facilities Mechanic	\$40.55	\$41.77	\$42.61	\$43.46
Facilities Mechanic Lead	\$44.61	\$45.95	\$46.87	\$47.81
Grounds Specialist	\$34.28	\$35.31	\$36.02	\$36.74
Lead Rail Facilities Custodian	\$28.88	\$29.74	\$30.34	\$30.94
Lead Electromechanic	\$44.61	\$45.95	\$46.87	\$47.81
Lead Rail Service Worker	\$36.22	\$37.31	\$38.06	\$38.82
Lead Rail Station Custodian	\$31.85	\$32.80	\$33.46	\$34.13
Lead Ground Specialist	\$37.71	\$38.84	\$39.62	\$40.41
Lead Maintenance Painter	\$44.61	\$45.95	\$46.87	\$47.81
Lead Building Operating Engineer	\$44.61	\$45.95	\$46.87	\$47.81
Lead Rail Maintenance Service Worker	\$38.89	\$40.05	\$40.85	\$41.67
Maintenance Service Center Worker	\$35.35	\$36.41	\$37.14	\$37.88
Rail Laborer	\$32.03	\$32.99	\$33.65	\$34.32
Rail Laborer Lead	\$35.23	\$36.29	\$37.02	\$37.75
Rail Operator	\$35.43	\$36.49	\$37.22	\$37.96
Rail Service Worker	\$32.93	\$33.92	\$34.60	\$35.29
Rail Technical Trainer	\$47.71	\$49.14	\$50.12	\$51.12
Signal Communications Technician	\$44.07	\$45.39	\$46.30	\$47.23
Signal Communications Technician Lead	\$48.48	\$49.93	\$50.93	\$51.95
Station Custodian	\$28.95	\$29.82	\$30.42	\$31.03
Track and ROW Maintainer	\$40.55	\$41.77	\$42.61	\$43.46
Track and ROW Maintainer Lead	\$44.61	\$45.95	\$46.87	\$47.81
Rail Supervisor	\$44.64	\$45.98	\$46.90	\$47.84

	<b>TITLE</b>	<b>11/01/2019</b>	<b>11/01/2020</b>	<b>11/01/2021</b>	<b>5/1/2222</b>
		<b>+3.00%</b>	<b>+3.00%</b>	<b>+2.00%</b>	<b>+2.00%</b>
1	Rail Supervisor (Operations Control Controller)	\$46.87	\$48.28	\$49.25	\$50.23
2	<b>Streetcar Section</b>				
3					
4	Streetcar Maintainer	\$40.55	\$41.77	\$42.61	\$43.46
5	Streetcar Operator	\$35.43	\$36.49	\$37.22	\$37.96
6					
7	Streetcar Operations and Maintenance Supervisor	\$46.87	\$48.28	\$49.25	\$50.23
8	Streetcar Operations and Maintenance Sp Trainee	\$42.18	\$43.45	\$44.33	\$45.21
9	<b>Supported Employee Associate</b>				
10	Supported Employee Associate - 1	\$22.01	\$22.67	\$23.12	\$23.58
11	Supported Employee Associate - 2	\$24.78	\$25.52	\$26.03	\$26.55
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1 **EXHIBIT RB – STATE AND CITY RETIREMENT PLANS**

2 Questions regarding state or city retirement should be directed to King County’s Benefits  
3 Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers  
4 are as follows:

5  
6 Department of Retirement Systems  
7 Public Employees Retirement System  
8 P.O. Box 48380  
9 Olympia, WA 98504-8380  
10 (360) 664-7000  
11 (800) 547-6657  
12 [www.drs.wa.gov](http://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](http://www.seattle.gov/retirement)

**Memorandum of Agreement (MOA)**  
**By and Between**  
**King County Metro Transit Department (Metro)**  
**and**  
**Amalgamated Transit Union, Local 587 (Union)**

**Subject: Insured Benefits Agreement for Represented Benefits-Eligible Employees, 2021-2022**

**Agreement:**

**1. 2021-2022 Insured Benefits Agreement.** On January 1, 2021, this Agreement will follow and replace a Memorandum of Agreement between King County (“County”) and Amalgamated Transit Union, Local 587 (“ATU”) on the subject of insured benefits, which will expire on December 31, 2019, and was coded by the Office of Labor Relations as 410U0117 (the “2018-2019 Benefits Agreement”).

**2. Scope of Agreement.** This 2021-2022 Benefits Agreement shall apply to all employees represented by the ATU who are eligible for insured benefits under Article 12 and R12 of the Collective Bargaining Agreement and Memoranda of Agreement relating to the health care plan and eligibility for insured benefits. All employees that this Agreement applies to shall be referred to as “Employees.”

**3. ATU Protected Fund Reserve.** The ATU Protected Fund Reserve (“PFR”), which supports the County’s defined contribution to ATU’s benefits, shall continue under this Agreement. The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to cover increases in the cost of those benefits for Employees. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that the PFR funds are being used solely for the insured benefits for Employees.

**4. County Funding Rate.** The County and ATU have negotiated funding rates of \$1,587 for the years 2020, 2021, and 2022. This is memorialized in Articles 12 and R12 of the Collective Bargaining Agreement.

**5. Insufficient County Funding.** To the extent that the County’s funding identified in paragraph 4 and other yearly non-flex rate revenue (interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to Employees covered under the terms of this Agreement, is at any time inadequate to fully fund the cost of providing insured benefits for Employees, the parties agree that the PFR will be used to fund the difference.

**6. Excess County Funding.** To the extent that the County’s funding identified in paragraph 4, and other yearly non-flex rate revenue (interest earnings, participant benefit access

fees, and other plan participant contributions such as COBRA payments), attributed proportionally to Employees covered under the terms of this Agreement, provides greater funding than is necessary to fully fund the cost of insured benefits for Employees, the parties agree that the excess shall be added to the PFR.

**7. Calculations.** All calculations that must be made under this Agreement will be based on ATU-specific costs.

**8. Plan Provisions.** Insured benefits provisions (i.e. plan features) and plan designs (i.e. Employee costs) for Employees commencing January 1, 2021 and through December 31, 2022, are listed in Exhibit A to this Agreement.

**9. Scope and Purpose of the Annual Reconciliation Meeting.** The parties will convene an annual reconciliation meeting (the “True Up Meeting”) no later than April 15th of each year of this Agreement to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), insured benefits provisions and plan designs for Employees, and any other information or factors that the parties deem relevant.

**10. Modification to Plan Provisions, Plan Designs, and Administration of the Protected Fund Reserve.** If at the annual True Up Meeting, the PFR is projected to fall below four million dollars (\$4,000,000) for the following year, the parties are empowered to negotiate and implement modifications to the County’s funding rate, insured benefits provisions, plan designs for Employees, and any Employee premium(s) share to be effective on January 1 of the following year.

**11. Dispute Resolution Process.** If Paragraph 10 is triggered, but the parties are unable to reach agreement on the Employee premium(s) share, insured benefits provisions, and the plan designs for Employees to bring the projected PFR above four million dollars (\$4,000,000), then the parties may refer the only the unresolved issues of premium(s) share, insured benefits provisions, and the plan designed to either a dispute resolution process (if jointly agreed) or to an interest arbitrator with an expectation of a ruling issued by August 15.

**12. Deferred Compensation – Automatic Enrollment.** Effective upon prospective implementation of this Agreement, new Employees represented by the UNION will be automatically enrolled in the Deferred Compensation Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. Employees have the option to “opt out” at any time after they are auto-enrolled in the deferred compensation program. They may also opt out of the program at any other time after they have enrolled.

**13. Total Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

**14. Term.** This Agreement shall be in effect, after approval of the King County Council, from January 1, 2021, through December 31, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
King County Executive

AMALGAMATED TRANSIT UNION  
LOCAL 587

  
\_\_\_\_\_  
Kenneth Price  
President/Business Representative

# 2021 Medical Plan Quick Comparison: Transit ATU 587 Employees

Plan Feature (In-network)	SmartCare (Kaiser)	KingCare Select (Regence & CVS)	KingCare (Regence & CVS)
<b>Provider Choice</b>	A primary care provider coordinates care through the plan network. You may self-refer to many Kaiser specialists. No coverage for out-of-network care unless approved/referred.	A primary care doctor helps you coordinate your care within your network. Referrals are not required. You save the most by staying in-network, but you can go out-of-network for a higher cost.	You may choose any qualified provider, but your out-of-pocket costs are lowest when you use network providers.
<b>Out-of-area coverage</b>	See next page.	See next page.	See next page.
<b>Benefit Access Fee<sup>1</sup></b>	\$0 per month	\$75 per month	\$150 per month
<b>Deductible<sup>2</sup></b>	Single \$0 Family \$0	Single \$200 Family \$600	Single \$350 Family \$1,050
<b>Out-of-Pocket Limit<sup>3</sup></b>	Single \$1,000 Family \$2,000	Single \$1,100 Family \$2,400	Single \$1,350 Family \$3,050
<b>Prescription Out-of-Pocket Limit</b>	Single & Family \$0 Copays apply to out of pocket maximum	Single \$1,500 Family \$3,000	Single \$1,500 Family \$3,000
<b>Your cost—after deductible—using in-network providers<sup>4</sup></b>			
<b>Emergency Room</b>	\$100 copay	10% after \$200 copay	15% after \$200 copay
<b>Hospital–Inpatient</b>	\$200 copay	10%	15%
<b>Labs, X-ray, Tests</b>	0%	10%	15%
<b>Mental Health</b>	Outpatient: \$20 copay Inpatient: \$200 copay	Outpatient therapy services: \$20 copay Outpt non-therapy services & inpt services: 10%	15%
<b>Office Visits</b>	\$20 copay	\$20 (no deductible)	15%
<b>Prescription Drugs (retail 30-day supply)</b>	Generic: \$10 copay Preferred brand: \$20 copay Non-preferred brand: \$30 copay	Generic: \$5 copay Preferred brand: \$25 copay Non-preferred brand: \$75 copay	Generic: \$8 copay Preferred brand: \$33 copay Non-preferred brand: \$67 copay
<b>Urgent Care</b>	\$20 copay	10%	15%

02242020

**DISCLAIMER:** This chart should be used as a general guide only. For specific plan details, refer to the governing documents at [KingCounty.gov/Plan-Details](http://KingCounty.gov/Plan-Details).

1. Benefit Access Fee: The cost to add a spouse/state-registered domestic partner who has access to medical coverage through an employer.
2. Deductible: The amount you pay per year before the plan begins to pay.
3. Out-of-pocket limit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.
4. All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.

Benefits, Payroll & Retirement Operations 206-684-1556 [KC.Benefits@KingCounty.gov](mailto:KC.Benefits@KingCounty.gov)



# 2021 Out-of-Network Coverage: Transit ATU 587 Employees

Plan Feature (Out-of-network)	SmartCare (Kaiser)	KingCare Select (Regence & CVS)	KingCare (Regence & CVS)
<b>Out-of-Area Coverage</b>	Covered care is available at out-of-area Kaiser Permanente facilities—call Member Services to set up access. No coverage for out-of-network care unless approved/referred. If outside the Kaiser area, urgent and emergency care is covered at any provider.	When seeking care outside your network, covered services are reimbursed at the out-of-network benefit level, which is significantly lower. Emergency care is covered the same anywhere.	Same coverage as when home, through Regence and CVS Caremark® national provider networks. Your out-of-pocket costs are lowest when you use network providers. Emergency care is covered the same anywhere.
<b>Deductible<sup>1</sup></b>	Single \$0 Family \$0	Single \$500 Family \$1,500	Single \$350 Family \$1050
<b>Out-of-Pocket Limit<sup>2</sup></b>	Single \$1,000 Family \$2,000	Single \$2,500 Family \$5,500	Single \$2,350 Family \$5,050
<b>Emergency Room</b>	\$100 copay	10% after \$200 copay	15% after \$200 copay
<b>What you pay for most covered services<sup>3</sup></b>	100% (Plan pays 0%)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)	35% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 65%.)

02242020

**DISCLAIMER:** This chart should be used as a general guide only. For specific plan details, refer to the governing documents at [KingCounty.gov/Plan-Details](http://KingCounty.gov/Plan-Details).

1. Deductible: The amount you pay per year before the plan begins to pay.
2. Out-of-pocket limit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.
3. All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.

Benefits, Payroll & Retirement Operations 206-684-1556 [KC.Benefits@KingCounty.gov](mailto:KC.Benefits@KingCounty.gov)



**Memorandum of Agreement (MOA)**  
**By and Between**  
**King County Metro Transit Department (Metro)**  
**and**  
**Amalgamated Transit Union, Local 587 (Union)**

**Subject: Part-Time Operator Benefits Eligibility**

**Background:**

1. Article 12.1 establishes a “fully-paid” benefits plan for all full-time Employees, Full-Time Transit Operator Trainees, part-time and assigned Employees who are regularly scheduled to work half time or more. Article 12.1.G defines “half-time” employment as 20 paid hours per week and states that “Eligibility requirements for part-time and on-call Employees will be defined by policy mutually developed and agreed upon by the PARTIES.” Employees who do not qualify for fully-paid benefits receive benefits under Article 12.2.

2. This Memorandum of Agreement reflects the mutual agreement of the PARTIES for the purpose of establishing eligibility for fully-paid benefits.

**Agreement:**

King County and Amalgamated Transit Union, Local 587, have agreed to the following standards of eligibility for benefits for part-time operators.

A. Part-Time Operators (“PTOs”) ineligible for fully-paid medical benefits will be eligible for the following benefits:

- County subsidized employee-only medical coverage, as defined in Article 12, Section 2 of the Labor Agreement;
- If the PTO enrolls in medical coverage, the Employee will also receive County fully-paid basic life (\$25,000), AD&D (\$25,000) and LTD coverage. He/she will be eligible to purchase enhanced life insurance, AD&D and/or LTD coverage.

B. New Plan Term Eligibility (January 1, 2020 – December 31, 2022)

1. If a PTO picks 4:00 or more hours of work in fall pick, s/he will be eligible for fully-paid benefits from October 1 of that year through December 31 of the following year. If a PTO picks 4:00 or more hours of work in any subsequent pick, s/he will receive fully-paid benefits beginning the first day of the month after s/he starts the 4:00 or more hours of work through December 31 of the same year.

2. Alternatively for 2020 through 2022, if a PTO receives 1040 paid hours or more in the 26 pay periods ending with the pay period that includes June 30, s/he will be eligible for fully-paid benefits effective the following year beginning January 1 through December 31.

3. All PTOs with ten or more years of part-time seniority as of December 31 of the prior year, who pick 4:00 or more hours of work for any shake-up in the calendar year 2020, 2021, or 2022 will be eligible for fully-paid benefits through December 31 of the following year. The intent is that high seniority PTOs may qualify for benefits by picking 4:00 or more hours once per year through the term of this agreement.

### C. Other Agreements

1. For the purposes of this agreement, a move-up is not considered to be a pick. In other words, a change in hours due to a move-up will not qualify an employee for fully-paid benefits.

2. Per previous policy, average pay time will be used to determine whether an assignment is 4:00 hours or more. Some assignments have significant additions or deletions scheduled during the shake-up. In these cases, the assignment will be designated an average pay-time for the shake-up. If the average pay time is different than the picked time, the average pay time will be noted on the pick postings. A posted average pay time of 4:00 hours or more guarantees benefits. A posted average pay time of 3:59 hours or less does not guarantee benefits regardless of actual time operated.

3. Also per previous policy, Metro will record all hours paid during the review period in order to determine the 1040 hour threshold. Paid hours include hours worked and paid time off as a Transit Operator.

- If an Employee retires or resigns, and then is rehired as a PTO, the hours that the Employee worked prior to the retirement shall not count toward PTO benefits eligibility.
- No credit is given for hours paid as a PTO Trainee.
- If the PTO is detailed out of classification during the review period, the hours paid in the out-of-class position will be included.
- PTOs will receive credit for their picked assignment for the first 30 days of unpaid Union Leave.
- Cash outs and premium pay are not included.
- No credit is given for job-injury time loss.

5. Nothing in this Agreement alters the regular rules determining eligibility for benefits while on approved leaves of absence.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
King County Executive

AMALGAMATED TRANSIT UNION  
LOCAL 587

  
\_\_\_\_\_  
Kenneth Price  
President/Business Representative

**Memorandum of Agreement (MOA)**  
**By and Between**  
**King County Metro Transit Department (Metro)**  
**and**  
**Amalgamated Transit Union, Local 587 (Union)**

**Subject: Ratification incentive for 2019-2022 Collective Bargaining Agreement**

**Background:**

1. On February 20, 2020, the Parties reached a comprehensive tentative agreement for a Collective Bargaining Agreement (CBA) covering November 1, 2019, through October 31, 2022.
2. In order to incentivize Employees to ratify the new CBA on the first vote, Metro has made a contingent offer to the Union's membership.

**Agreement:**

1. Provided that the Union's membership ratifies the November 1, 2019, through October 31, 2022 tentative agreement reached on February 20, 2020, on its first ratification vote, King County will offer a one-time \$1000 ratification incentive.
2. This ratification incentive will only be paid to Employees who are active on the date of the Union ratification vote. "Active" includes Employees who are on paid or unpaid leave.
3. King County will issue the payment as soon as practicable following the passage of the Collective Bargaining Agreement through its legislative process.
4. This Agreement expires upon either the payment of the ratification incentive or the rejection of the of the February 20, 2020, tentative agreement on the first vote. The Parties understand that King County withdraws its offer of a ratification incentive if the February 20,

2020, tentative agreement is rejected on the first vote.

5. This Agreement does not establish precedent in any way.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
King County Executive

AMALGAMATED TRANSIT UNION  
LOCAL 587

Ken Price  
Kenneth Price  
President/Business Representative