

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587 (“Union”)
AND
KING COUNTY DEPARTMENT OF TRANSPORTATION (“Metro”)**

Subject: Investment in Service Reliability and Creation of Actual Time Operator system – Pilot Project

Background:

1. For the collective bargaining agreement that becomes effective on November 1, 2013, the parties have developed a one-year pilot project to evaluate a new classification of full time Transit Operator, known as the Actual Time Operator (“ATO”), in trade for an investment by METRO in service reliability. This investment is intended to improve scheduled breaks for Operators.

2. With the creation of the ATO position, the parties have reached an agreement that will preserve rights, benefits, and terms and conditions of employment for Full-Time Transit Operators. ATOs will be in addition to the current percentage of eight-hour guarantee Full Time Operators. All ATOs will receive full benefits, the FTO wage progression, AC time benefits, and all eleven FTO holidays. An ATO would be guaranteed a minimum of five hours per day, with assignments ranging from five hours to seven hours and 10 minutes. The pilot project will create about 120 weekend assignments and a larger number of weekday assignments, with 90% guaranteed straight-through. Assignments over seven hours and ten minutes will still be guaranteed eight hours pay. All Sunday work would still be straight-through.

3. Any Full Time Operator can choose to pick five ATO assignments; but no current FTO will be required to do so. All assignments will be picked by seniority. ATO assignments will not be mixed with eight-hour guarantee assignments for pick. Each Operator must choose either a set of eight-hour guarantee assignments or a set of ATO assignments.

4. The parties believe the creation of ATOs will increase choices for Full-Time Operators both in work and overtime available and generate cost-saving efficiencies for METRO.

5. The parties will strive to maximize the percentage of weekends off for ATOs.

6. Extra Board and report assignments will continue to only be worked by eight-hour guarantee Operators.

Agreement:

1. If METRO receives sufficient funding to avoid significant service cuts, the Actual Time Operator (ATO) pilot project will be implemented for a one-year period, with the following provisions.

2. METRO will invest \$500,000 in service reliability to improve operator schedules either prior to or for the service change in which the pilot project starts.
3. The attached revisions to Article 15 and 16 will replace the current contract language for the duration of the pilot project.
4. The pilot project may be terminated by either METRO or the UNION after it has been in effect for one year.
5. Three months prior to the expiration of the pilot project, the UNION will conduct a mail-out referendum vote of Operators to determine if ATO should be continued and incorporated into the labor agreement or discontinued with reversion to existing contract language.
6. Prior to the UNION's referendum, METRO will notify the UNION if it wishes to continue ATO as a part of the contract.
7. If both parties approve ATOs on a going forward basis, METRO will invest another \$500,000 in service reliability. METRO may, at its option, choose to invest this additional \$500,000 into service reliability prior to the parties agreeing to continue ATO.
8. If ATOs are to be continued, the contract language for Article 15 and 16 attached will replace the language in the collective bargaining agreement.
9. The parties acknowledge that the extensive modifications to the collective bargaining agreement to create the ATO may have omissions or unforeseen consequences. To ensure the success of this project, the parties agree to meet as needed to further modify the collective bargaining agreement to fix problems that may arise.
10. METRO will not apply probationary standards cited in Article 16.2.A for the pilot project so that any existing PTO may go to FTO for the pilot project.
11. If the pilot project is terminated, METRO may layoff FTOs and PTOs by inverse seniority up to the number of FTOs hired for the pilot project.

APPROVED this _____ day of _____, 2013

By: _____
 The Honorable Dow Constantine
 King County Executive

AMALGAMATED TRANSIT UNION,
 LOCAL 587

 Paul Bachtel
 President/Business Representative

ARTICLE 15: FULL-TIME TRANSIT OPERATORS

SECTION 1 – DEFINITION OF EMPLOYEES

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

B. There will be ~~four~~five kinds of FTOs:

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

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

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

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

5. An Actual Time Operator (ATO) shall mean an FTO who picks tripper assignments and who has a five-hour minimum guarantee.

C. An FTO who desires to work on a less than full-time basis while attending school or for compassionate reasons may, with METRO’s approval, be transferred to “Group D” status, provided s/he has completed one continuous year of service as an FTO immediately

preceding transfer to this group. Group D Operators will be subject to the following:

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

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

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

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

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

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

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

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

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

d. Must meet Extra Board Operator qualification requirements.

e. Shall be assigned from surplus work by Group D seniority

before any Additional Tripper List (“ATL”) or overtime assignments are made.

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

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

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

SECTION 2 – FULL-TIME GUARANTEES

A. FTOs will not be required to accept PTO status, except in the event of layoff.

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

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

D. The number of PTOs, with each DTA Operator counted as two PTOs, shall not exceed 39% of the total number of Transit Operators. ~~PTOs, with each DTA Operator counted as two PTOs, shall not exceed 45% of the total number of Transit Operators.~~ FTOs picking eight-hour guarantee assignments will always exceed 61% of the total number of Operators picking assignments.

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

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

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

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

I. The Extra Board will be worked only by eight-hour guarantee FTOs.

SECTION 3 – GENERAL CONDITIONS

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

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

C. Any Operator not being relieved when arriving at the relief point will call the Coordinator and inform him/her that no relief Operator is present. If the Operator does not wish to continue working, s/he shall follow the procedures set forth herein. If the coach is inbound the Operator will operate to Pine Street going northbound, to Main Street going southbound, or to

Third Avenue going westbound or eastbound, then return to the base. If the coach is outbound with passengers, the Operator will continue to the terminal if the round trip back to the relief point is less than one and one-half hours. If the round trip back to the relief point is more than one and one-half hours, METRO must dispatch a car with a relief Operator and must return the relieved Operator to the base. Coaches which do not operate through the Seattle central business district will be governed by the one and one-half hour rule.

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

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

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

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

H. METRO shall provide a minimum scheduled break of five-minutes or 10% of the scheduled trip time, whichever is greater, after each revenue trip, except when:

1. The revenue trip is less than 15 minutes long, or
2. The revenue trip is the last revenue trip before the coach returns to the base, or

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

4. The layover has been reduced by mutual agreement of the PARTIES. METRO shall include and separate the amount of time provided for deadheading and layover between each trip (unless the deadheading or layover is required) on Operator run cards.

I. When circumstances beyond the Operator's control result in less than five minutes break in the previous two hours, the Operator shall be entitled to a ten-minute break at the next outer terminal, except on his/her last trip, provided the Operator attempts to notify the Coordinator. METRO agrees to review routes or assignments identified by the UNION as having a pattern of insufficient break time.

J In order to provide reasonable breaks, METRO shall schedule at least one 15-minute layover in assignments over five hours in length. METRO shall schedule either an additional 15-minute layover or one 30-minute layover in weekday assignments over eight hours in length. When an Operator working an assignment finds it does not provide reasonable break time, the Operator should notify METRO of such by filing a service report. "Length" equals report, travel and platform time, but does not include bonus time.

K. An Operator may voluntarily install/remove chains if needed.

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

M. Each day at each base, METRO guarantees that for every 40 FTOs normally scheduled to work on that day at that base, rounded to the nearest 40, one FTO from the day off book shall be excused from his/her assignment. However, the guarantee shall be a minimum of one each day for any base with FTOs and for the System Board. These guarantees shall not

apply in the case of an extreme emergency. Priority for both guaranteed and non-guaranteed spots will be given to those Operators with AC hours sufficient to cover the requested time off.

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

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

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

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

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

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

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

SECTION 4 – RUNS

A. There shall be two types of FTO runs.

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

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

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

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

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

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

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

G. At least ~~70~~90% of all Saturday runs shall be straight runs. There shall be no combos on Sunday.

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

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

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

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

SECTION 5 – ACTUAL TIME OPERATORS(ATO's)

A. Assignments for ATOs will not be divided between day and night assignments.

B. All ATO assignments will quit no later than 10:00p.m.

C. 95% of all ATO assignments will be straight-through on weekdays and Saturdays.

D. All ATO assignments will be straight-through on Sundays.

SECTION 6 - OPERATOR PICKS

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

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

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

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

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

F. An FTO who has been unable to work for 30 days or more must be medically

released for full duty effective the first day of the shakeup to be on the pick schedule. Such Operator will not be allowed to pick an assignment except by mutual agreement between the PARTIES.

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

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

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

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

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

L. An FTO who selects ATO status shall select five consecutive workday assignments, each of which will be paid for actual time worked or five hours, whichever is more. There must be at least eight hours off between consecutive days' assignments. No ATO will be forced to pick an assignment which would result in less than 10-1/2 hours off between

consecutive workday assignments or less than 56 hours off on his/her two consecutive RDOs.

LM. An FTO picking the System Board will select a position on the Day Board at each of the operating bases, except that the FTO may select one suburban area (North, East/Bellevue, or South) for which the FTO does not have to select a board position; the number of exemptions for each region will be limited to no more than one-half of the total number of System Board Operators. System Board Operators will select an RDO combination which will be the same for every base at which they work. System Board Operators will indicate their assignment priority for each base. The maximum number of System Board positions posted will be 35. In no case will METRO assign more than 18 System Board Operators to any operating base per pay period, with one exception, that being Atlantic Base during the first three pay periods of each payroll year. In order to be eligible to pick the System Board, an Operator must have worked at least 85% of his/her scheduled assignments during the 16-week period ending three weeks prior to the pick. For purposes of this calculation, vacation and AC time taken will be considered as time worked.

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

NO. UNION representatives shall be present during picks.

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

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

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

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

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

SECTION ~~6-7~~ – MOVE-UPS

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

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

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

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

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

D. FTO move-ups will be conducted only when they can be implemented at least

28 days prior to the end of the current shake-up.

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

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

SECTION 7.8 – SELECTING VACATIONS

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

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

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

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

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

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

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

H. With METRO approval, an Operator may use his/her accumulated carry-over

vacation, which s/he has not picked, in single-day increments.

SECTION 8-9 – EXTRA BOARD

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

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

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

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

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

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

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

a. Category A shall include:

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

2) Day reports which have a quit time of 10:00 p.m. or earlier as determined by a 13-hour spread.

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

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

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

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

b. Category B shall include:

1) Runs which quit later than 8:00 p.m.

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

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

4) Special work which has an estimated quit time of later than 8:00 p.m.

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

a. If there are more available 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 including report time and travel time, they will be assigned at the discretion of METRO.

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

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

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

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

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

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

12. The following provisions shall apply to Extra Board Operators who

choose vacation reliefs:

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

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

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

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

e. Extra Board overtime policies remain unchanged.

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

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

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

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

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

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

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

2. Work assigned to volunteer inter-base transfer Operators will be in the following sequence: combos, early quit relief runs with a quit time from 8:01p.m. to 9:59 p.m., and late day runs with a quit time from 6:01p.m. to 8:00p.m.

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

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

5. Each Inter-base Transfer Operator will be assigned overtime according

to his/her pick option, at his/her home base.

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

SECTION 9-10 – REPORT OPERATORS

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

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

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

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

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

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

G. An Operator may voluntarily waive his/her 13-hour spread. An Operator may not waive the eight continuous hours off. The maximum spread will be 16 hours. A Report

Operator who waives his/her 13-hour spread must still be available for his/her regular shift the next day.

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

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

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

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

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

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

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

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

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

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

R. METRO shall determine which report positions at the applicable base shall be required to qualify on Center Park and will post this information in the pick room. An Operator who picks such a position and fails to qualify on this service will remain on his/her picked report

for the shake-up, but will be required to qualify on such service before again picking such a report. If an Operator fails to qualify on this service, s/he will be given an additional opportunity to qualify prior to the next FTO pick.

SECTION ~~10-11~~ – OVERTIME

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

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

C. The guarantees in paragraphs A and B shall not apply to ATOs. Instead, any daily assignment in excess of eight hours, not including qualifying time or holiday pay, shall be paid at the overtime rate of one and one-half times the Employee's existing straight-time rate of pay. In addition, all time worked in excess of 40 straight-time hours in a workweek shall be paid at the overtime rate.

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

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

1. Extra Board Operators on regular workday, within spread.
2. Extra Board Operators and Report Operators on an RDO.

3. Regular Operators and ATOs on regular workday.

4. Regular Operators and ATOs on an RDO.

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

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

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

FG. Any FTO volunteering for overtime shall be required to work the overtime assigned.

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

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

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

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

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

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

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

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

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

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

SECTION ~~H-12~~ – SPECIAL ALLOWANCES

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

B. Thirty minutes straight-time pay shall be paid for the first report of each accident. If an Operator is required to fill out a separate report by the State of Washington or a local police department, an additional 30 minutes straight-time pay shall be paid. If the Safety

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

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

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

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

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

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

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

H. An Extra or System Board Operator, who works past a twelve-hour spread on a workday, and who under the provisions of this AGREEMENT would not be paid at the

overtime rate, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve hours.

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

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

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

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

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

SECTION ~~12~~13 – QUALIFICATION

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

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

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

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

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

reasonable length of time on new equipment introduced to a base for those Operators desiring such training.

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

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

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

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

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

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

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

L. Any Operator picking a run/base which requires coach/tunnel qualification must have successfully completed the appropriate training before the effective date of shake-up,

unless METRO is unable to provide training. The appropriate training will be scheduled by METRO to meet the requirement. Operators will be responsible for requesting this training.

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

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

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

SECTION ~~13-14~~ – UNIFORMS

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

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

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

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

E. Operators are required to be in uniform while on duty. When uniform garments are not available, an out of uniform slip will be given to the Operator by the Supervisor

before the Operator goes on duty. Uniform items with insignia shall be worn only to and from work and while on duty. UNION garments and other items with ATU insignia approved by METRO shall be considered acceptable uniform attire.

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

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

ARTICLE 16: PART-TIME TRANSIT OPERATORS

SECTION 1 – DEFINITION OF EMPLOYEES

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

SECTION 2 – SPECIAL CONDITIONS

A. METRO shall offer all new FTO positions to qualified PTOs, provided there are sufficient qualified applicants. Seniority shall determine the order of selection, provided the PTO’s most recent twelve-month work record does not exceed METRO’s probationary standards for PTOs, with the exception that a minor infraction that does not result in discipline as defined in this AGREEMENT will not be used in determining the PTO’s qualification. PTOs with less than one year of service will be evaluated on a pro-rated probationary standard. A major infraction within the 24 months preceding the offer may result in disqualification.

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

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

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

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

SECTION 3 – GENERAL CONDITIONS

A. The provisions of Article 15, Section 3, Paragraphs A, B, C, D, F, G, H, I, J, M, O and P shall also apply to PTOs.

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

SECTION 4 – WORK ASSIGNMENTS

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

B. No PTO will be allowed to work on Saturday or Sunday. A PTO will work on a holiday only when his/her picked tripper is scheduled to be in service. On Sunday-schedule holidays, a PTO will be limited to working his/her picked tripper only. Each PTO must be scheduled off work by 8:30 p.m. and will not be allowed to work an assignment that starts prior to 3:45 a.m. PTOs may work outside the hours and days specified in this Paragraph only for non-driving work assignments such as assigned training and route qualification.

C. PTOs shall not work runs, portions of runs, reports, specials, standbys, or extras except as identified in Paragraph F.5.

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

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

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

1. DTAs must:

a. Not exceed six hours and ~~forty~~forty-nine minutes in total pay time including report and travel time.

b. Contain no more than one split.

c. Be within a spread time of 13 hours.

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

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

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

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

E. ~~METRO will create no~~No fewer than ~~220~~20% of all PTO assignments ~~which~~shall pay at least four hours.

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

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

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

Overspread assignments shall only be made on the 2nd pass of the ATL.

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

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

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

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

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

SECTION 5 – OPERATOR PICKS

A. The UNION shall administer a PTO pick, which shall be held three times a year in conjunction with the FTO pick.

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

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

D. A UNION representative shall be present during picks.

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

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

SECTION 6 – MOVE-UPS

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

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

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

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

E. Available work, as determined by METRO, will be posted at least five days prior to the move-up. No changes to the work will be made within the five days prior to the

move-up date, unless mutually agreed by the PARTIES.

SECTION 7 – SELECTING VACATION AND ANNUAL LEAVE

A. PTOs shall be subject to the vacation rights and responsibilities outlined in Article 9. A PTO who has completed twelve months of service shall be guaranteed an annual leave of absence of up to 20 days until such time as s/he is eligible to pick vacation, and thereafter ten days leave. However, a PTO who has more than twelve months of service but who is not eligible to take a vacation during the calendar year shall continue to be eligible for up to 20 days of unpaid leave.

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

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

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

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

1. For each day of vacation taken, the amount of vacation time paid will equal the length of the PTO’s regular assignment for that day, provided there are sufficient hours

in the PTO's vacation balance to cover the vacation.

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

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

F. If a PTO has unused vacation at the end of the payroll year, all hours, except those authorized as carryover by Article 9, Section 4, Paragraph A will be cashed out.

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

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

I. When no PTO is available and assigned to guaranteed vacation work at least five days prior to the first day of the vacation, the work will be assigned according to the normal assignment sequence as specified in Article 15, Section 8, Paragraph F.8. When no PTO is available and assigned to non-guaranteed vacation or annual leave work at least five days prior to

the first day of the leave, the vacation/leave may be postponed by METRO until such time as a PTO is available.

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

SECTION 8 – OVERTIME

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

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

SECTION 9 – SPECIAL ALLOWANCES

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

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

SECTION 10 – QUALIFICATION

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

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

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

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

1. A PTO will be paid to qualify only on routes that can be assigned within his/her ATL availability.
2. A PTO must be available for such routes on the ATL three or more days per week in order to receive qualification pay.
3. A PTO will be paid only for qualifying on a route if s/he is qualified on the equipment/facility necessary to operate that route.

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

SECTION 11 – UNIFORMS

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

SECTION 12 – VASHON ISLAND SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

E. All vacation/annual leave reliefs will be offered first to Vashon Operators. Work which cannot be filled by Vashon Operators may be picked by PTOs on the Vashon ATL.

Vashon Operators may share vacation/annual leave relief work as mutually agreed among Vashon Operators. An Operator who is assigned Vashon work in an emergency may, at his/her request, be removed from his/her regular assignment while working a Vashon assignment.

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