

**LABOR AGREEMENT  
BY AND BETWEEN  
AMALGAMATED TRANSIT UNION  
LOCAL 587  
&  
SOLID GROUND**

August 2, 2012 to December 31, 2015



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## **PARTIES TO THE AGREEMENT**

This AGREEMENT is made and entered into, by and between Solid Ground, its successors and assigns, hereinafter referred to as the "EMPLOYER", and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of Solid Ground covered by this AGREEMENT, hereinafter referred to as the "UNION".

## **PREAMBLE**

The purpose of this AGREEMENT is to provide a working understanding between the EMPLOYER 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 EMPLOYER and the UNION 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 due process and just cause with respect to Employee discipline.

## **DEFINITIONS**

The terms "negotiate" or "bargain", 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 these terms does not require that the issue be submitted to arbitration if no agreement is reached.

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

The term "Bargaining Unit", shall mean those Operators of Seattle Personal Transit.

## **CONVENTIONS**

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

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

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

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

### **ARTICLE 01 – NON DISCRIMINATION**

The EMPLOYER and the UNION pledge to comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972, the State Law Against Discrimination, and any similar or related federal and state laws and regulations which prohibit discrimination against any individual in hiring, compensation, terms and conditions of employment or advancement, based on an Employee's race, creed, color, religion, national origin, political affiliation, age, sex, sexual orientation, marital status, disability, Vietnam Era status, or any other class protected by law.

## **ARTICLE 02 – MANAGEMENT RIGHTS**

Any and all of the rights, powers and authority which the EMPLOYER possessed prior to entering into this Collective Bargaining Agreement are retained exclusively by the EMPLOYER unless specifically and explicitly surrendered by this AGREEMENT. The absence of the EMPLOYER's exercise of any non-surrendered right does not in any way limit such right. In the event of a major change of operation of the EMPLOYER, the EMPLOYER will meet and negotiate such change with the UNION. Management rights include but are not limited to the right of the EMPLOYER to direct the work force subject to the terms of the AGREEMENT, the right to hire, suspend, or terminate Employees for just cause and the right to relieve Employees from duty because of lack of work, budget restraints, regulatory or contractual reasons. The EMPLOYER retains any rights not specifically limited by the terms of the Collective Bargaining Agreement.

## **ARTICLE 03 – RECOGNITION**

### **Section 1. Employer Recognition Of Union**

The EMPLOYER recognizes Amalgamated Transit Union as the sole and exclusive representative for Operators.

### **Section 2. Union Recognition Of Employer**

The UNION recognizes the EMPLOYER as the sole and exclusive representative for the Solid Ground.

### **Section 3. Modification Of Agreement**

It is recognized by the Parties that no provision of this AGREEMENT is intended to violate any requirement or rule established by law. No modification of this AGREEMENT shall be made unless reduced to writing and signed by the EMPLOYER and the UNION.

## **ARTICLE 04 – UNION MEMBERSHIP**

### **Section 1. Union Membership**

All Employees within the scope of this AGREEMENT shall make application to become members of the UNION within thirty (30) days after their date of employment unless otherwise restricted by law.

### **Section 2. Cause For Dismissal**

Failure of any Employee to apply for and maintain a good standing membership in accordance with Section 1 of this Article shall constitute cause for dismissal; however, the EMPLOYER has no duty to act until the UNION makes a written request for discharge and verifies that the Employee received written notification of the delinquency, including the amount owing and method of calculation, and that non-payment within seven (7) days will result in discharge by the EMPLOYER.

### **Section 3. Dues Deduction**

The EMPLOYER agrees to deduct in the manner provided by law, the regular initiation fee, regular monthly dues, and assessments uniformly required of members of the UNION. The amounts deducted shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by the Employee shall be on a form approved by the Parties.

### **Section 4. Indemnity**

The UNION agrees to defend, indemnify, and hold the EMPLOYER harmless from any and all liabilities resulting from the compliance or non-compliance with the provisions of this Article.

### **Section 5. Notification**

The EMPLOYER agrees to furnish the UNION, on a monthly basis, the names of all new Employees and a list of all terminating Employees that are covered by this AGREEMENT.

### **Section 6. New Member Orientation**

A. The EMPLOYER will make available to the designated UNION representative(s) an opportunity to introduce themselves, explain her/his responsibilities as Union Representatives and provide a brief history and overview of Local 587 to newly hired Employees.

B. The new member orientation will occur during the initial training period for new Employees.

### **Section 7. Union Bulletin Boards**

A. The EMPLOYER will provide the UNION with a bulletin board, which shall be used by the UNION for posting of official notices, meetings and other matters pertinent to the UNION.

B. The UNION agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official UNION business. The UNION also agrees that no inflammatory or derogatory materials will be posted. The UNION indemnifies the EMPLOYER from any liability regarding materials posted on the UNION bulletin board.

### **Section 8. Shop Stewards**

A. From among Employees in the Bargaining Unit, the UNION may designate and the EMPLOYER will recognize, Shop Stewards to serve as the UNION's agent in the representation of Employees.

B. The UNION agrees to provide the EMPLOYER with correct lists of all UNION Officers and Shop Stewards as soon as practical after the effective date of this AGREEMENT, and to provide a new and corrected list of same as soon as practical following any UNION election or appointment.

### **Section 9. Access to Premises**

The EMPLOYER agrees to permit duly authorized representatives of the UNION to have access to the EMPLOYER'S premises for the purpose of adjusting grievances or conferring with other UNION members, subject to security regulations, provided that such representatives notify the EMPLOYER of the reason for their presence, and do not interfere with the EMPLOYER'S operations.

## ARTICLE 5 - GENERAL CONDITIONS

### Section 1. Definition of Employees

A. A regular Employee shall be defined as an Employee who has successfully completed her/his probationary period.

B. A newly hired Employee shall be required to serve a probationary period of six (6) months.

C. It is understood that Employees normally scheduled for less than twenty (20) hours per week will not be eligible for any benefits, except as provided in Article 14, dealing with Sick/Safe Leave.

D. It is understood Full-Time Employees who are available for all assigned work or on Paid Leave during the benefit review period will be eligible for fully paid medical/dental insurance.

E. "Full-Time Equivalent" (FTE) is defined as thirty-five (35) or more hours per week of paid time. For the purpose of paying for medical/dental insurance, calculating leave, or payment of wages for holidays, the average hours at or above thirty-five (35) hours per week is considered full-time.



## **ARTICLE 6 – HOURS OF WORK**

### **Section 1. Purpose of Article**

The Parties recognize both the difficult and complex scheduling problems confronting the EMPLOYER and the need for the EMPLOYER to provide the most cost-effective service to King County Metro.

### **Section 2. Workweek**

A. The workweek shall consist of seven (7) days beginning at 12:00 midnight on Sunday and ending at 11:59 p.m. the following Saturday. The EMPLOYER will endeavor in good faith to schedule full-time workweeks of either five (5) consecutive days of eight (8) consecutive hours and/or four (4) consecutive days of ten (10) consecutive hours (exclusive of a meal period).

B. No Employee will be required to work on a scheduled day off with the exception of training required by King County Metro. An Employee who misses the regularly scheduled mandatory training shall avail themselves to another training scheduled by the EMPLOYER. An Operator who is removed from her/his regularly scheduled work for a makeup training/meeting will be offered the option of driving if work is available.

### **Section 3. Part-time Employees**

The EMPLOYER may utilize part-time Employees up to twenty percent (20%) of the total number of Operators employed. The EMPLOYER will not require any full-time Employee to work part-time.

### **Section 4. Breaks or Rest Period**

A. The EMPLOYER will provide a rest period of ten (10) minutes on the EMPLOYER's time for each four (4) hours of working time. The EMPLOYER and the UNION agree that the goal is to have Operators receive rest periods of ten (10) consecutive minutes. No Employee may be required to work more than three (3) hours without a rest period.

B. The EMPLOYER shall provide a normal meal period of thirty (30) minutes and such meal period shall be reflected in the manifest. A normal meal period of greater than thirty (30) minutes may be scheduled by mutual agreement between the EMPLOYER and an Employee.

### **Section 5. Work Assignments**

Requests for time off will be granted in accordance with the following process:

1. Operations Manager accepts requests for Personal Leave by Operators
2. Operations Manager approves or denies requests based upon staffing needs beyond the 3 minimum approved off
3. Leave Requests are processed on a seniority basis on January 15 and then on a first-come first-served basis after January 15<sup>th</sup>

4. Multiple requests received the same day are processed by seniority
5. Every Thursday the following week's 'Weekly Schedule' will be posted. Operators with approved leave are removed from the Weekly Schedule.
6. The Daily Schedules are created from the Weekly Schedule
7. No-Pick Operators are scheduled into the vacant slots based on their seniority and their availability
  1. No-Pick Operators must be available to drive a full 8 or 10 hour route
  2. Every effort is made to give No-Pick Operators 2 consecutive days off work
  3. In the event of reduced service hours and route closures, No-Pick Operators may not be scheduled so that Operators with picked shifts have an opportunity to work
8. All operators scheduled are expected to call the Hotline after 7:00pm for the next day's work assignment
9. A minimum of 4 Extra Board Operators are scheduled Monday thru Friday
10. A minimum of 3 Extra Board are scheduled on Saturday and Sunday.

### **Extra Board Assignments**

1. The main purpose of extra board operators is to cover routes of operators who have called-in sick or are tardy.
2. Senior operators may be scheduled as an extra board if a route is closed and there is no other available start time which does not violate the operator's pick time

### **Procedure:**

1. Extra board operators are guaranteed 2 hours of paid work, and are assigned to routes in order of start time.
2. In the event that all operators have reported to work, Operations will offer the Extra Board operators to dispatch to assist the county as needed.
3. If Dispatch requires extra operators, the Extra Board operator must be available to work the entire shift.
4. If Dispatch does not require extra operators, the Extra Board operator may elect to work, if work is available, or leave for the day.
5. *If the Extra Board operator elects to leave for the day, Personal Leave Hours may be used for the balance of the day, if hours are available.*
6. If the operator wishes to work, every effort is made to meet the request.

7. In the event Dispatch has no need for extra operators, Operations may ask for volunteers to take the day off or end their shift early.
8. These volunteers are asked to respond *within the time specified in the page* and then taken in order of seniority and appropriateness of start time.
9. Any operator may request to be scheduled as an Extra Board for the purpose of leaving work early. In this case, Management cannot guarantee this operator will be able to leave after 2 hours if there are not enough operators to cover scheduled shifts.

### **Extra Board Duties**

1. Extra Board Drivers must be available to Operations at all times during their Extra Board shift and may be issued a Nextel radio so that contact can be made when needed.
2. An extra board driver is on duty and can be assigned tasks while waiting for the call to drive. Such duties such as pre-tripping extra vans, cleaning, or fueling vans are all acceptable tasks.

### **Covering Shifts/Extra Work**

*Operators may voluntarily sign up on the Extra Work list if they wish to be considered for extra work. Operators who sign-up on the Extra Work list are required to check the hotline to see if they have been scheduled to work. Missed shifts are subject to the attendance policy.*

Covering open shifts after the weekly schedule is produced:

1. First, review the Extra Work sign-up sheet for drivers volunteering to work on their day off.
2. Second, ask PT operators, in order of seniority, if they would take an extra shift.
3. Third, ask FT operators, in order of seniority, if they would take an extra shift.

Covering open shifts live day:

1. First, review the Extra Work sign-up sheet for any operator who may be available.
2. Second, call operators in order of seniority from the day-off list asking for volunteers. The first to respond is assigned the work.

## **ARTICLE 7 – OVERTIME AND OPEN WORK**

### **Section 1. Overtime Procedure**

Overtime shall be paid at the rate of time and one-half for all hours worked over forty (40) hours in a workweek as defined in Article 6 – Hours of Work, Section 2.

### **Section 2. Prescheduled Open Work**

The EMPLOYER will attempt to administer open work on a voluntary, rotated basis; however, the EMPLOYER reserves the right to assign open work by inverse seniority in the event there are not sufficient volunteers. In any event, no operator will be required to work more than seven consecutive days without a day off. When an Operator voluntarily signs up for open work and is assigned, the Operator is obligated to work. If the Operator does not show up for work, the Attendance Policy applies.

## **ARTICLE 08 – SENIORITY**

### **Section 1. Seniority**

A. An Employee's seniority shall be defined as Employee's most recent date of hire. In the event of simultaneous hire dates, the order shall be determined by the date the application was received by the EMPLOYER.

B. An Employee shall lose seniority rights for any of the following reasons:

1. Voluntarily leaves employment and does not request reinstatement within five (5) working days;
2. Resignation in lieu of termination for cause;
3. Termination and no longer in the grievance/arbitration process;
4. Work for the EMPLOYER outside the Bargaining Unit for a period of twelve (12) months or more.

### **Section 2. Transfers/Promotions/Temporary Assignments**

A. An Employee who accepts a permanent transfer or promotion to a position out of the Bargaining Unit, may choose to return within twelve (12) months or less to her/his previously held position in the Bargaining Unit with no loss in seniority. This is providing the Employee remains in the continuous employment of the EMPLOYER and in good standing with the UNION, and notwithstanding any other provision of this AGREEMENT.

1. If the transfer of such an Employee back to the Bargaining Unit requires the layoff of an Employee, the Employee with the least seniority will be laid off.
2. There is no seniority protection for an Employee permanently transferred or promoted out of the Bargaining Unit for a period in excess of twelve (12) months.

B. The EMPLOYER and the UNION recognize the value provided to both the EMPLOYER and the Employees by having temporary assignments available. Those assignments should balance the desire of many Employees to prepare for promotional opportunities with the EMPLOYER's need to have an Employee accumulate experience in such assignment in order to be effective in that position. An Employee who has accepted a temporary assignment may work in that assignment for up to six (6) months and maintain her/his classification as an Operator and her/his current seniority status.

C. Any Employee who is in a temporary assignment for at least ninety (90) days shall be required to spend at least ninety (90) days back in her/his regular position before being assigned to another temporary assignment.

### **Section 3. Layoff/Recall**

A. In the event of a layoff for any reason, Employees shall be laid off in the inverse order of their seniority.

B. Employees shall be called back from layoff according to seniority. An Employee shall be eligible for recall for twelve (12) months following layoff.

C. The Employee shall inform the EMPLOYER of current mailing address. Notice of recall from layoff shall be sent to the Employee at the last known address by certified return receipt mail. The Employee shall, within ten (10) days of receipt, notify the EMPLOYER of her/his intention to return to work. If any Employee fails to notify the EMPLOYER within said ten (10) days, and report for work at the time and place stipulated in the notice, the Employee waives her/his right to reinstatement and loses her/his seniority standing.

D. If an Employee's failure to report for work when recalled from layoff is on account of illness or injury, the Employee may retain her/his seniority and recall rights if the Employee has notified the EMPLOYER by registered mail and such notification is received prior to the deadline for reporting to work. It is recognized that the EMPLOYER may require verification of the illness or injury. If the verification is not submitted promptly to the EMPLOYER, and if it is not to the satisfaction of the EMPLOYER, the loss of seniority and recall rights shall stand.

**ARTICLE 09 – WAGES**

A. Effective August 1, 2012 the following wage scale will apply to Employees hired before March 1, 2013:

	<b>August 1, 2012</b>	<b>January 1, 2014</b>	<b>January 1, 2015</b>
0 - 1,000 hours worked	\$14.77	\$15.14	\$15.52
1,001 - 2,000 hours worked	\$15.05	\$15.43	\$15.82
2,001 - 3,000 hours worked	\$15.32	\$15.70	\$16.09
3,001 - 4,000 hours worked	\$15.61	\$16.00	\$16.40
4,001 - 5,000 hours worked	\$15.88	\$16.28	\$16.69
5,001 - 6,000 hours worked	\$16.16	\$16.56	\$16.97
6,001 - 7,000 hours worked	\$16.44	\$16.85	\$17.27
7,001 - 8,000 hours worked	\$16.72	\$17.14	\$17.57
8,001 - 9,000 hours worked	\$16.99	\$17.41	\$17.85
9,001 - 10,000 hours worked	\$17.28	\$17.71	\$18.15
10,000 plus hours worked	\$19.50	\$19.99	\$20.49

B. The following wage scale will apply to Employees hired after the pay period following ratification of this AGREEMENT:

	<b>TBD See Above</b>	<b>January 1, 2014</b>	<b>January 1, 2015</b>
Training Wage	\$13.00	\$13.33	\$13.66
Revenue Service - 2,000 hours worked	\$15.05	\$15.43	\$15.82
2,001 - 4,000 hours worked	\$15.32	\$15.70	\$16.09
4001 - 6,000 hours worked	\$16.16	\$16.56	\$16.97
6,001 - 8,000 hours worked	\$16.71	\$17.13	\$17.56
8,001 - 10,000 hours worked	\$17.28	\$17.71	\$18.15
10,000 plus hours worked	\$19.50	\$19.99	\$20.49

C. In addition to the wage adjustments identified above, employees will have the following longevity increases added to their rate of pay, depending upon years of service with the Employer (longevity increases are not cumulative). For former MV Transit Employees, years of service include the sum of years of service at MV Transit and the Employer.

5 to 9 years of service	\$ 0.20
10 to 14 years of service	\$ 0.40
15 to 19 years of service	\$ 0.60
20 years of service and over	\$ 0.70

D. Operators will receive a fifty-cent (\$.50) premium for all weekday hours worked between 6:00 p.m. and 2:00 a.m. the next day, and all hours worked between 2:01 a.m. Saturday morning and 2:00 a.m. Monday morning.

E. Operators will receive a fifty-cent (\$.50) premium for all authorized hours worked coaching other Operators.



## **ARTICLE 10 – SPECIAL ALLOWANCES**

### **Section 1. Uniforms**

- A. The EMPLOYER will furnish uniforms to Employees. The Employee shall be responsible for the cleaning, custody, and reasonable care of the uniforms. In the event of misuse, loss or failure to return uniforms at termination, the cost of such uniforms shall be withheld via payroll deduction. Uniforms worn out through normal use shall be replaced by the EMPLOYER. Upon termination EMPLOYER issued uniforms with ACCESS logo (shirts/jacket) must be returned to the EMPLOYER.

## **ARTICLE 11 – PAYDAY**

Employees shall be paid no less frequently than twice each month.

## ARTICLE 12 – PICKS AND MOVE-UPS

### Section 1. Picks

A. A “PICK” will be conducted three (3) times a year, mid-winter, end of spring and beginning of fall. Dates of the Pick will be mutually agreed in LRC, in consideration of the requirements set by King County Metro. The Pick will be conducted in accordance with Pick Protocol mutually developed and agreed to by the EMPLOYER and the UNION. The Pick will be held at an EMPLOYER facility. The UNION will administer the actual Pick procedure.

B. Eligible Employees must declare which list they will pick from (full time or part-time) no later than four weeks prior to the day of the Pick.

C. The EMPLOYER will prepare two (2) lists of the workweek options that are available, one part-time and one full-time. These lists will be referred to as Packets. Packets will include workweeks that have regularly scheduled days off and start/quit times. The information provided in Packets will include the amount of start time an assignment may vary.

D. All packets will be sent to the UNION three (3) weeks prior to the Pick, including the work excluded from the Pick. The packets to be picked will be posted at the EMPLOYER’S facility two (2) weeks prior to the day of the Pick.

E. Packets will be selected by seniority from a seniority list approved by the UNION. Once an Employee has exercised her/his pick, the Pick can only be changed by mutual agreement between the UNION and the EMPLOYER.

F. Probationary Employees will be eligible to pick if Packets are available. Any pick by a probationary Employee(s) must be approved by the EMPLOYER. Any EMPLOYER disapproval must be based upon relevant operational concerns.

G. Upon exhaustion of the list of Employees eligible to pick, the information will be turned over to the EMPLOYER on the following Monday. The effective date of such newly selected picks shall be the next following Sunday.

H. Packets not picked shall be assigned at the EMPLOYER’s discretion until the next regularly scheduled Pick.

### **PICK PROTOCOL**

The following definitions will be applied henceforth:

“Service Change” shall mean the time period from one pick to the next during which time an Operator works what they selected at The Pick.

“The Pick” shall mean the process by which the Operators select their work for the next Service Change.

“Packet” shall mean the work assignment(s), days off and/or shift combinations Operators are selecting.

A piece of work is considered to be vacant if there is no Operator assigned to it for the length of the service change. That means if an Employee is going to resign, his piece of work is not vacant until his resignation date is reached. By the same token, if an Operator is terminated, their piece of work is not vacant until their termination is final. If they do not contest it, then the work is vacant on the termination date. If the Operator contests their termination, their work is considered vacant when they have exhausted their avenues for remedy as provided for in the contract.

The Pick will be administered in adherence with the following guidelines:

- A. Full time Operators will pick from the full time packets.
- B. Part time Operators will pick from the part time packets.
- C. Part time Operators must declare their intent to be PT 4 weeks before the actual PICK takes place. Declaration Forms will be made available in advance. Operators who miss the PT Declaration deadline must provide a reasonable explanation of why the deadline was missed. For example: on approved leave, illness, or verified emergency.
- D. No Operator will be allowed to change from FT to PT or PT to FT 4 weeks prior to the PICK date.
- E. Part time Operators may not pick work that equals more than 10 hours/day or 30 hours/week
- F. Operators making a selection must pick the entire packet.
- G. Packets may not be exchanged between Operators.
- H. Operators who choose to NOT make a selection or are not present at their scheduled pick time are considered “No-Pick” Operators.
- I. Operators that are on probation are not eligible to pick any packets until all eligible Operators have made their selections.
- J. Operators either on light duty or out on medical leave at the time of the Pick will be allowed to pick if they provide a return to work clearance from their medical practitioner that releases them to return to work within that service change.
- K. Operators on a Leave of Absence that is not medically related may pick if they will be returning from leave within that service change.
- L. All employees may submit a proxy for the pick under the following conditions:
  - 1. Proxy must be submitted by 6 p.m. on the Thursday prior to the commencement of the pick.
  - 2. Proxy must be submitted on an approved proxy form, and must be submitted in the sealed ATU proxy box located in driver’s lounge.

3. Proxies must list packets in order of preference.
  4. If the packets listed by the Operator on the proxy form have all been chosen, the Operator will be assigned as a "No-Pick" for that service change. No-Pick operators may be scheduled work by the needs of management.
  5. A proxy pick is final and binding. Once picked, it may not be changed if the Operator shows up to the pick late.
- M. All Operators who are not submitting proxy forms must appear for their scheduled pick time as posted, and sign in at the check-in desk prior to entering the pick room.
- N. Operators arriving late for their scheduled pick time may pick once the Operator in the process of picking is through.
- O. The union will not contact absent Operators or pick for those Operators. Phone calls to the pick room will not be accepted.

## **Section 2. Move-ups**

- A. A Move-up shall occur under the following circumstances:
1. When work becomes vacant;
  2. When new work is created;
  3. When King County Metro makes a change in shift structure.
- B. The time schedule for a Move-Up shall be as follows:
1. Situations eligible for move-up will be posted and sent to the UNION within one (1) week of occurrence;
  2. The UNION will notify the EMPLOYER of the results by the end of the next business day;
  3. Any changes will become effective on the Sunday following notification to the EMPLOYER (minimum of five (5) working days notice).
- C. Move-Ups will be conducted by seniority and administered by the UNION. Employee participation in a Move-Up is voluntary.
- D. In the event of a vacancy, only less senior Operators are eligible. In the event of new work or a change of shift structure, changes in assignment shall be based on seniority. An Operator who elects to move up must pick the entire weekly assignment.
- E. Probationary Employees shall be ineligible to move up.
- F. Move-Ups will only be conducted when they can be implemented at least one (1) month prior to a Pick. Move-Ups may not occur more frequently than one (1) per month.

G. Any Employee complaint regarding the Pick or Move-Up effect is not subject to the grievance procedure. The EMPLOYER and the UNION are to be held harmless in any disputes regarding the Pick or Move-Up.

## ARTICLE 13 – HOLIDAYS

### Section 1. Days of Observance

A. The EMPLOYER recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving Day
- Christmas Day
- Two (2) Floating Holidays

B. Effective January 1<sup>st</sup> of each year, all regular Employees will receive up to eighty (80) hours to be used as a holiday pool. The number of hours each Employee receives is based on her/his FTE status pursuant to Article 5 – General Conditions, Section 1.D. Employees who become eligible for holiday pay during the year will have her/his hours prorated for the remainder of the year. Employees may use hours from this pool for vacation or holidays. Pool hours may also be converted to sick leave. Any unused hours in an Employee's holiday pool at the end of the year will be cashed out.

C. Holidays shall be observed on the calendar day determined by Metro, except for floating holidays.

### Section 2. Eligibility

In order to be eligible for holiday pay, an Employee must work her/his last scheduled workday prior to and following the holiday, unless on paid leave. An Operator who does not work the day before or the day after a holiday will have eight (8) hours (or based on her/his FTE) deducted from her/his holiday pay, unless such Operator works on the holiday. Operators who are regularly scheduled to work on the day that the holiday occurs and have not submitted an approved Paid Leave Request will be assigned first. If a shortage of regularly assigned Operators should occur, the Extra Work Signup Sheet will be utilized in seniority order. If there is still a shortage, Article 13, Section 3 applies and assignments will be assigned in inverse seniority order.

In the event an Operator calls in sick for their scheduled shift either the day prior to a holiday or the day after a holiday the holiday will not be cashed out at the end of the year unless the Employee provides medical verification of illness.

**Section 3. Work on a Holiday**

Where there is an absence of qualified volunteer Employees to work on a holiday, the EMPLOYER will assign work by inverse seniority where the Employees are qualified (i.e. these Employees require minimal supervision).

## ARTICLE 14 – PAID LEAVE

### Section 1. Eligibility

Employees accrue paid leave in one amount and can choose to use it for personal leave, sick leave or safe leave. All newly hired Employees will accrue leave at the rate listed in Section 2. Such leave will be available after completing six months of employment. If an Employee is eligible for leave in the last quarter of a year, the leave accrued during the first three (3) months of employment must be used by the end of the first quarter of the following year.

### Section 2. Accrual Rate

A. On January 1 of each year, eligible Employees will be allocated paid leave on the following basis

1 year of service	80 hours
2 years of service	120 hours
3 years of service	128 hours
4 years of service	136 hours
5 years of service	144 hours
6 years of service	152 hours
7 years of service	160 hours
8 years of service	168 hours
9 years of service	176 hours
10 years of service	184 hours

B. For the purposes of anniversary date increases in leave accrual, decreases in accruals for reduced work, calculations of leave balances on termination and any other purposes relating to recalculation of leave balances, Paid Leave shall be pro-rated on a monthly basis.

C. Employees do not accrue Paid Leave time while on any type of unpaid leave of absence, except as provided in Article 15 – Leaves of Absence, Section 5.

### Section 3. Leave Usage

A. Paid Leave may be taken for the Employee's own purposes, including but not limited to, vacation, education, medical and dental appointments, personal illness or injury, and other uses as allowed by policy. Paid Leave may be taken in increments of two (2) hours or more. Employees may take Paid Leave in a combination of leave and work that totals her/his bid or eight (8) hours. Paid Leave may not be used to obtain overtime wages.

B. Paid Leave may be selected in the following manner:

1. Requests for time off for the month of January each year shall be submitted to the Operations Manager by December 15<sup>th</sup> of the previous year, and such requests will then be assigned in seniority order by December 20<sup>th</sup>;



2. Requests for time off for the remainder of each calendar year shall be submitted to the Operations Manager between January 1<sup>st</sup> and January 15<sup>th</sup> of each year. Such requests will then be assigned in seniority order by January 31<sup>st</sup>;

3. For each weekday (Monday through Friday), the EMPLOYER will guarantee approval of a minimum of three (3) Employees' Paid Leave selection requests. For each weekend day (Saturday and Sunday), the EMPLOYER will guarantee approval of a minimum of one (1) Employee's Paid Leave selection requests;

4. Requests for Paid Leave will thereafter be granted on a first-come first-served basis, except for Paid Leave granted under Section 4 of this Article, which shall be granted as set forth in that Section.

C. An Employee may elect to bank a portion of her/his Paid Leave for use in case of illness or injury, for use in accordance with the procedures outlined in Section 4. Unused hours banked for sick leave usage may be carried over each year, however, no more than a total one hundred eighty (180) hours may be banked for sick leave usage.

D. Any Paid Leave not used by December 31<sup>st</sup> of each year shall be cashed out or carried over as banked sick leave, except that Employees who receive paid leave in the last quarter of the year will have until the end of the first quarter of the following year to use such leave.

E. An Employee leaving the employ of the EMPLOYER for any reason shall be cashed out of her/his unused Paid Leave on her/his last paycheck.

#### **Section 4. Sick Leave/Safe Leave**

A. Paid Sick Time (SL) and Paid Safe Time (ST) rules contained herein shall comply with the minimum requirements of the Paid Sick Time and Paid Safe Time Ordinance, Seattle Municipal Code (SMC) 14.16, as implemented on September 1, 2012 or as amended.

B. An Employee may use sick leave for her/his own illness or injury, care of her/his spouse or partner, children/stepchildren or spouse/partner's children/stepchildren, or care of her/his parents or spouse/partner's parents.

C. Employees are required to call Operations or a supervisor during working hours or leave a message on the Operations line after 7:00 p.m., if they are not able to report for her/his scheduled shifts.

D. An Employee who is unable to perform her/his work responsibilities for an absence due to an illness of three or more consecutive days, or who has missed work due to an off the job injury, shall be required to provide medical verification.

E. The EMPLOYER reserves the right to require documentation for absences of only one (1) or two (2) consecutive days if a pattern of use exists which suggests an abuse of the Policy.

F. Any Employee, who has more than three (3) episodes of unscheduled absences within a six (6) month revolving cycle, shall be subject to the disciplinary process. After this threshold has been passed, each unscheduled absence shall be assigned eight (8) points on the Attendance Discipline Scale. Any points accrued will remain until the six (6) month threshold for each date has passed.

G. Any Employee unable to work a scheduled shift must use Paid Leave or Sick Leave for that day providing there is a balance available. Employees with picked vacation and insufficient Paid Leave may take leave without pay for vacation hours picked if the Employee can provide proof of a prepaid vacation or for another compelling reason 30 days before the planned time off.

## ARTICLE 15 – LEAVES OF ABSENCE

### Section 1. Jury Duty

A regular Employee called in serving jury duty will be granted a paid leave for the duration of such duty. Any pay received for jury duty must be submitted to the EMPLOYER. An Employee on jury duty will be considered to be on an 8:00 a.m. to 5:00 p.m., Monday through Friday workweek for purposes of any return-to-work matters. An Employee summoned for jury duty will notify the EMPLOYER five (5) days prior to the date summoned to appear.

### Section 2. Funeral Leave

Regular Employees will be granted up to three (3) days paid leave to attend a funeral service for immediate family members (spouse or partner, parent, children, stepchildren, brother or sister of the Employee, or for the parent of the Employee's spouse or partner).

### Section 3. Federal Family and Medical Leave and Washington Family Leave

A. As provided for in the Federal Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (WFLA), an eligible Employee may take up to a combined total of twelve (12) weeks of leave for her/his own serious health condition, as defined by the Acts, for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member (an Employee's child, spouse or parent) within a twelve (12) month period.

B. To be eligible for leave under this Section, an Employee must have been employed by the EMPLOYER for twelve (12) months or more and have worked a minimum of one thousand two hundred fifty (1250) hours in the preceding twelve (12) months. The leave may be continuous or intermittent and the Employee must use her/his available accrued sick leave and then Paid Leave as part of the twelve (12) week period before taking unpaid leave, except that an Employee may retain up to 44% of his/her annual Paid Leave.

C. FMLA or WFLA leave, along with industrial injury leave if applicable, shall run concurrently to the extent permitted by law.

D. Under any leave allowed in this AGREEMENT, the most liberal allowance under FMLA, WFLA and this AGREEMENT will apply.

### Section 4. Medical Leaves of Absence

A. Regular Employees shall be granted a medical leave of absence not to exceed six (6) months provided the EMPLOYER has been provided with written verification from a medical doctor of the Employee's disability and inability to work. Said leave shall be granted after FMLA entitlement is exhausted, if the Employee is FMLA eligible.

B. Employees wishing to maintain their medical and dental coverage may do so at their own expense. EMPLOYER provided health coverage ends on the last day of the month following the end of the FMLA or WFLA entitlement. If the

Employee is to use paid leave for any part of the leave of absence, paid health coverage will end on the last day of the month the Employee is on the payroll. Operators may choose to maintain their medical and dental coverage while on leave, at their own expense.

### **Section 5. Union Leave**

A. The EMPLOYER agrees to release Shop Stewards or Executive Board members of ATU Local 587 for detail work with the UNION provided that five (5) days notice is given. In the event that five (5) days notice is not possible or if the UNION would like additional members off, three (3) days notice may be given. Approval of the requested time off with three (3) days notice will be subject to approval from the Operations Manager/designee based on staffing availability.

B. Pay for time granted to an Employee for a leave of absence to conduct UNION business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is on UNION business leave to a maximum of thirty (30) calendar days during each calendar year. For purpose of calculating the thirty (30) day limitation, regular days off (RDO)'s and holidays shall be included only if the Employee was on UNION business leave the day preceding and the day after the RDO/holiday.

C. The thirty (30) day limitation for determining payment and accrual of benefits shall not include UNION Executive Board members while attending the regularly scheduled monthly Executive Board meeting, or UNION members while participating on a UNION negotiating committee.

D. Any Employee elected to serve as a full-time officer, International Union Officer and/or AFL-CIO elected Officer, shall be granted leave of absence without pay for the duration of such office. During the period of such leave the Employee shall continue to accrue seniority as defined in Article 8 – Seniority, of this AGREEMENT. The UNION shall provide the EMPLOYER with two (2) week's notice of said Employee's election to office prior to the commencement of the leave.

### **Section 6. Personal Leave of Absence**

A. Employees may request a Personal Leave of Absence, for up to a maximum of six (6) months. The request must be made in advance, and be approved by the Operations Manager, the Transportation Director, and the Human Resources Director.

B. A Personal Leave of Absence may be unpaid, however, if the Employee has accrued Paid Leave, such Employee must use eighty percent (80%) of her/his Paid Leave before time off becomes unpaid.

C. If the leave of absence is unpaid, EMPLOYER paid health coverage ends on the last day of the month that the Employee works. If the Employee is to use paid leave for any part of the leave of absence, paid health coverage will end on the last day of the month the Employee is on the payroll. An Employee may choose to maintain her/his medical and dental coverage while on leave, at her/his own expense.

**Section 7. Military Leave**

Leave requests for military duty shall be granted as required by federal law. Operators covered by this Paragraph shall be granted all seniority rights and accruals for Paid Leave benefits as provided under this AGREEMENT.

## **ARTICLE 16 - HEALTH, DENTAL, PENSION AND DISABILITY BENEFITS**

### **Section 1. Eligibility**

Beginning the first of the month following the completion of five hundred twenty (520) hours worked, eligible Employees shall receive health, dental, and disability benefits.

### **Section 2. Medical/Dental Coverage**

A. The EMPLOYER shall contribute ninety eight percent (98%) of the medical and dental premium cost per month for each eligible Employee, however, in no event shall the EMPLOYEES portion exceed twenty dollars (\$20.00) per month during the term of this AGREEMENT.

B. The EMPLOYER shall pay a proportional amount of the medical and dental premium cost per month for each eligible Employee who works less than FTE status.

C. Any costs for dependents shall be paid by the eligible Employee via payroll deduction.

### **Section 3. Short and Long Term Disability Benefits**

The EMPLOYER will provide Short and Long Term Disability Benefits. The EMPLOYER will pay one hundred percent (100%) of the cost for short and long term Disability Benefits for all Employees who work twenty (20) hours or more a week.

### **Section 4. Plan/Provider Changes**

No change in any benefit plans or levels shall be made unless first reduced to writing and negotiated with the UNION.

### **Section 5. Pension Benefits**

Employees will be eligible for the EMPLOYER's Pension Plan after six (6) months of service.

## **ARTICLE 17 – NEW RULES, POLICIES AND PROCEDURES**

### **Section 1. Issuing Policies**

The EMPLOYER shall not issue any rule or regulation that violates any provision of this AGREEMENT.

### **Section 2. Notification of Changes or New Policies**

The EMPLOYER shall notify and post to all Employees uniformly, of any changes in any conditions of her/his employment. All existing rules of the Bargaining Unit are to be updated and distributed to all Employees. The UNION will be informed in writing prior to implementing substantial changes in working conditions.

### **Section 3. Notification of Returning Employees**

Employees returning to the EMPLOYER from a vacation, leave of absence (personal or medical FMLA), serious L&I injury or termination reinstatement shall be immediately notified in writing of all newly implemented rules, regulations, policies and/or procedures.

## ARTICLE 18 - ATTENDANCE

### Section 1. Tardiness

A. An Employee is considered tardy when she/he reports for assigned work, including mandatory training classes, safety meetings, or other required meetings, at any time past the assigned clock-in or start time. No more than eight (8) tardy points will be assigned for missing a mandatory monthly safety meeting. Tardy points will be assigned in accordance to the following matrix:

3 minutes late	0 points
4 + minutes late to the end of the shift	8 points
Unexcused/ No Show	14 points

B. If the Employee notifies management one-half ( $\frac{1}{2}$ ) hour before the scheduled report time that they will be running late, the assigned number of points for the late start for that day will be reduced by half.

C. If an Employee is more than four (4) minutes late reporting for her/his assignment, management reserves the right to reassign her/his work to another Employee. If there is no other vacant work available at the time the tardy Employee reports, the Employee may be sent home without pay. If work is available, an Employee will be paid commencing at the time the work is assigned. Tardy points will be reduced by half for that day if an Employee works. In no case will a late Operator be assigned work prior to an Operator assigned Extra Board for that day.

D. Points can only be reduced once per shift.

E. An Unexcused Absence will be excused in all cases where the Employee or immediate family member received emergency medical treatment and was therefore unable to report the absence as required. Such Employee must submit medical verification to that effect. No tardy points will be assigned to such Employee. The EMPLOYER reserves the right to contact the physician to verify the emergency medical treatment of an immediate family member.

F. Three (3) consecutive workdays of absence without notice shall be considered a resignation unless there are mitigating circumstances as determined by the EMPLOYER.



G. An Employee wishing to appeal an incident of tardiness or unexcused absence may do so by submitting such appeal in writing to the Operations Manager/designee within three (3) days of notification of assignment of tardy points. An appeal must include the Employee's name, date of tardiness or unexcused absence, the mitigating circumstances which resulted in the tardiness or unexcused absence, and the remedy sought. If the Operations Manager/designee determines the incident of tardiness or unexcused absence was beyond the control of the Employee, such incident shall be excused and shall not be assigned tardy points or be used for disciplinary purposes. The Operations Manager/designee will respond in writing within three (3) days of receipt of the written request for appeal.

H. Employees on approved Paid Leave, FMLA, WSFCA, or on approved medical leave of absence shall not be subject to the terms of this Article.

**Section 2. Early Quits**

A. An Employee may request to quit her/his assigned shift early in order to attend personal appointments. Such request must be made in writing and must be submitted three (3) working days in advance of the appointment to the Operations Manager/designee. The EMPLOYER will make every reasonable effort to accommodate such request.

B. A request for early quit other than a documented, verifiable personal family or medical emergency, that is made with less than three (3) days notice may be subject to two (2) tardy points for every request granted.

**Section 3. Attendance Discipline**

A. Accumulation of tardy and early quit points shall be subject to the following disciplinary action:

Counseling/verbal warning	Up to 10 points
Written warning	16 points
One-day suspension	20 points
Termination	30 points

Points will be maintained on a revolving ninety (90) day cycle. Accumulated tardy and early quit points older than ninety (90) days will be crossed off an Employee's attendance point record.

B. Any Employee who receives two one-day suspensions for attendance issues shall receive a three-day suspension for the third occurrence.

C. Any Employee receiving four (4) suspensions for attendance issues in a revolving year shall be terminated.

## ARTICLE 19 – SAFETY

### **Seattle Personal Transit Safety Policy**

Employee safety, passenger safety, and the safe operation of all vehicles and equipment is our highest priority. Therefore, all incidents, no matter how minor, are to be reported to a supervisor when it is reasonably safe to do so.

### **Summary**

The Solid Ground Transportation Department recognizes the agency's success depends upon the safe operation of the vehicles, our quality of service and the reliability of the employee. To maintain a successful system, it is necessary to focus our efforts on the prevention of all unsafe actions and behaviors that can lead to incidents and injuries. Therefore, every reasonable effort is made to provide the necessary training and encouragement to employees, so that they may be able to operate the buses safely, provide safe assistance to passengers and avoid personal injury.

### **Definitions**

1. Incident:
  - a. Any occurrence that does not follow company procedures and that results in, or has the potential to result in, personal injury to a passenger, employee, or a member of the community.
  - b. Any event which results in property damage and/or personal injury – in which the operator in question failed to exercise every reasonable precaution to prevent it
2. Collision: Any contact between your vehicle and another object
3. Damage: any change of appearance to any vehicle or object that costs over \$101.00 to repair
4. Preventable Incident or Collision: an occurrence in which the employee did not do everything reasonable to prevent an incident from happening based on the National Safety Council guidelines or Access/SPT Policies and Procedures
5. Smith System: The driving method taught and used by all members of the Solid Ground Transportation Department. The principles of the Smith System will be used to determine reasonable accountability.

### **Procedures**

1. Any employee involved in an Incident or Collision may not leave the scene until a supervisor has given approval;
2. Any employee involved in an Incident or Collision may be removed from service for purposes of safety and investigation;

3. Any employee involved in an Incident or Collision is expected to file a written report on an Incident Report or a Collision Report Form before leaving for the day;
4. The Safety Trainer or responding Supervisor will determine if any damage occurred or if there were any injuries
5. The Safety Trainer will conduct an investigation to determine preventability based upon National Safety Council guidelines, the Smith System Driving Theory, policy and procedure, statements of the employee, and facts;
6. The Safety Trainer will complete an Incident Analysis form (IA) and Incident Review Recommendation.
7. The Safety Trainer will report such determination to employee within 1 working day of the occurrence or as appropriate
8. The Operations Manager shall review the employee's safety record and make a determination of the appropriate discipline based on the point value
9. An employee receiving a determination of preventable must receive retraining before being placed into service

**Safety Point System**

The Solid Ground Transportation Department will issue Safety Points for all preventable incidents. As the frequency of infractions increase, an employee will receive a written warning, suspension or discharge, depending on employee's safety record and severity of occurrence.

All preventable incidents will be assigned points in the following manner:

Failure to do a proper vehicle inspection (DVI)	1 point
Collision resulting in no damage	1 point
Conviction of a minor traffic violation in company vehicle	2 points
Failure to comply with Trip Detail or Manifest comments	5 points
Verified report of Personal Cell phone use while driving an Access bus	2 points
Employee Injury due to an unsafe act	1 point
Failure to report a collision or incident, when it is reasonably safe to do so	10 points
Collision resulting in damage	5 points
Backing Collision resulting in damage	3 additional points
Rear-end Collision resulting in damage	5 additional points
Collision w/ passenger on board or in other vehicles	3 additional points
Passenger Injury not resulting from a collision	5 points

## **Disciplinary Action and Documentation**

- Non-preventable determinations will not result in the issuance of Safety Points or discipline.
- Operators will be issued discipline based on the accumulation of Safety Points as outlined below:

<b>Point Total</b>	<b>Action</b>
1-5 points	Written Warning/Retraining
6-15 points	1-Day Suspension/Retraining
16-22 points	3 Day Suspension/Retraining
23+ points	Termination

- The next level of disciplinary action will be added if it is the second occurrence of an employee requiring retraining for a similar topic within a rolling 12-month period.
- Two (2) incidents of failure to properly secure a passenger in a 12-month period will be grounds for termination unless SPT determines that a suspension is appropriate.
- For each rolling 12-month period of non-preventable incidents, following a preventable incident, the point total shall be reduced by five (5).
- An employee disciplined for preventable incidents or collisions must have a report filed in his / her personnel file.

## **Appeal Process**

10. In the event the employee disagrees with the findings of the Safety Trainer, the employee may appeal in writing, within 10 working days of receipt of the Safety Trainer's decision, to the Solid Ground Transportation Department Accountability Board;

The Accountability Board consists of the Operations Manager, an Operations Supervisor, and a representative of the employee's choice
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11. The employee will be invited to the Accountability Board meeting in order to present his or her appeal and address any questions;
12. The incident is reviewed, discussed and a recommendation of preventable or non-preventable is made;
13. All decisions made by the Accountability Board may be appealed to the Director and must be done in writing within 10 business days from receipt of the recommendation by the Accountability Board;

14. The Director will respond within 10 business days of receipt of the request;
15. All documentation shall be filed in the respective employee personnel file

### **Incentive Program – Monthly Safety Drawing**

16. Operators must have zero (0) preventable incidents in the month prior to the drawing to qualify for the monthly safety drawing
17. Management will post the names of all qualifying Operators
18. An ATU representative will be present at each monthly drawing
19. The names of seven (7) qualifying Operators will be drawn
20. Each Operator drawn will receive a \$100 gift certificate

## **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

### **Section 1. Terminable Infractions**

The following infractions will result in discharge unless the EMPLOYER determines that there are unusual/mitigating circumstances that cause a suspension to be appropriate.

#### **Terminable infractions include but are not limited to:**

- Violation of a state or local law relating to motor vehicle traffic as defined in the Commercial Drivers Guide that states the requirements for a CDL holder;
- Violating any provision of the EMPLOYER's Drug & Alcohol Policy;
- Leaving the scene of an accident – hit and run;
- Using a commercial vehicle in the commission of a crime;
- Reckless driving and/or reckless endangerment;
- A suspended license for moving violations;
- Negligent driving;
- Vehicular homicide or vehicular assault;
- Insubordination;
- Harassment as defined by law;
- Falsifying the EMPLOYER's records or documents including employment application;
- Theft of EMPLOYER, employee, passenger, or other entities property;
- Attendance violations in accordance with the Attendance Policy;
- Collision violations in accordance with the Collision Policy;
- Verbal or physical abuse of passengers, employees, or other persons with whom the EMPLOYER does business;
- Failure to report damaged or defective equipment;
- Violation of State or Federal law/regulations relating to vulnerable persons. This is defined under RCW 43.43.830 through 43.43.842, WAC 388-06-110, WAC 388-06-0170 through 388-06-0270 and WAC 162-12-140(d).

## **Section 2. Progressive Discipline of Other Infractions:**

Violations of any of the EMPLOYER's rules, policies, and procedures that are not listed previously in Section 1 will be handled by the EMPLOYER's Progressive Disciplinary Process below. The Operations Manager/designee may skip steps based on the severity of the infraction with the Transportation Director and Human Resources Director's approval.

Standard Progressive Discipline:

- Step 1. Verbal Warning
- Step 2. Written Warning
- Step 3. Suspension
- Step 4. Termination

## **Section 3. Investigation of Rule Violations**

A. In the event of a violation of rules or regulations on the part of an Employee that results in lost time or discharge, the EMPLOYER will conduct and conclude an investigation and administer discipline within fourteen (14) calendar days from the date a manager charged with administering discipline receives official notification of the incident.

B. During such time the Employee may be suspended with or without pay, depending on the severity of the allegation as determined by the EMPLOYER, pending the completion of the investigation.

C. It is understood and agreed that should the investigation require more time, the UNION, when notified in writing, will grant an extension of the aforementioned time limit up to fourteen (14) additional calendar days and may be further extended with the mutual consent of the Parties.

D. At the conclusion of the investigation, should it be determined that no disciplinary action is warranted, the Employee will be reimbursed for regularly scheduled straight-time work lost, including any holidays that occurred during this time period.

## **Section 4. Discipline Administered with Union Representation**

A. In the event an Employee violates the rules of the EMPLOYER and the EMPLOYER determines discipline may be necessary, she/he will be called in by her/his supervisor. A Union Representative must be present, unless waived in writing by the Employee, during said meeting. If the Employee declines Union representation in writing, the meeting will commence and the Employee will be advised of the violation and the discipline. If the Employee elects Union representation, the meeting will not commence until the Union representative is in attendance. In no event shall the meeting be postponed longer than two (2) working days except by mutual agreement. The exercise of this right may not prevent the EMPLOYER from carrying out actions that need to be taken immediately due to legal or contractual requirements.

B. A copy of any disciplinary action shall be provided to the Employee and the Union Representative and will state the reason(s) for the action taken. This will be presented at the time discipline is administered. A copy shall be faxed or mailed to the UNION immediately following any actions taken resulting in termination.

C. Should a discharge occur, and the Employee grieves the termination, the Employee's name will remain on the Seniority List pending the outcome of the grievance/arbitration process.

**Section 5. Progressive Discipline**

A non-terminable offense which is more than four (4) years old, shall not be considered in determining disciplinary action.

**Section 6. Discipline for Probationary Employees**

The layoff or termination of a probationary Employee subject to just cause shall be at the discretion of the EMPLOYER and shall not be subject to the grievance procedure. Probationary Employees may request a termination hearing for reinstatement. The EMPLOYER will provide a written response within fifteen (15) days after the hearing.



## ARTICLE 21 - GRIEVANCE AND ARBITRATION

### Section 1. Grievance Preamble

Both Parties are encouraged to meet, with Union representation present, unless waived in writing, to explore resolution prior to a grievance being filed.

### Section 2. Grievance Procedure

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

B. All references to timelines/days in this Article are intended to mean calendar days. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as specified in Article 13 - Holidays, Section 1, the time limit will be extended until 5:00 p.m. on the following business day. Time limits defined in this Section may be extended by a written agreement between the Parties. However, should either Party breach the time limitation, that Party shall forfeit all rights and claims to the grievance; and the grievance shall be considered resolved in the other Party's favor; it being understood that such forfeiture does not decide the merits or establish a precedent.

C. If a grievance arises, it shall be put in writing, and shall include the following:

1. Identity of grievant;
2. Date of filing;
3. Date of occurrence;
4. Summary of facts upon which the grievance is based;
5. Reference(s) to the Section(s) of the AGREEMENT alleged to have been violated;
6. The remedy sought.

D. The grievance will be handled in the steps outlined below. In the case of a termination, the Parties may mutually agree to bypass one of the outlined steps.

Required Informal Conference: An Employee shall first take up a complaint or problem with an Operations Supervisor or Safety Supervisor in an informal conference and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within fifteen (15) days of the act, event, or knowledge of the act being grieved.

**Step 1:** Within fifteen (15) days of the informal conference, the Employee shall present the written grievance to the Operations Manager/designee. Thereafter, the Operations Manager/designee shall meet with the Employee and a Shop Steward/UNION Officer, unless waived in writing by the Employee, to discuss the grievance. The Operations Manager/designee shall, within fifteen (15) days after receipt of the

grievance, notify the UNION of its decision by fax and/or written copy. If the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within fifteen (15) days of such notification. Such referral must be in writing.

**Step 2:** The grievance shall be presented to the Transportation Director. Thereafter, the Transportation Director shall meet with the Employee and the UNION Business Representative/designee to review and discuss the grievance. If a grievance involves discipline, the person who issued the discipline will not conduct the meeting. The Transportation Director shall, within fifteen (15) days from receipt of the Step 2 referral, notify the UNION in writing of its decision. The UNION Business Representative/designee may, within fifteen (15) days from the notification, refer the grievance to Step 3. Such referral must be in writing.

**Step 3:** The grievance shall be presented to Human Resources Director/designee of the EMPLOYER. Thereafter, the Employee and UNION Business Representative/designee will meet with a committee consisting of the Human Resources Director/designee of the EMPLOYER and/or her/his representatives for the purpose of resolving the grievance. The meeting shall be held and a written decision shall be sent to the UNION within thirty (30) days after receipt of the Step 3 referral. If no agreement can be reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by notifying the Human Resources Director/designee of the EMPLOYER in writing. Such referral must be sent by registered mail, certified mail or fax, within sixty (60) days after the UNION receives the Step 3 decision.

E. Time spent by Employees adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated. However, if a Step 1 grievance hearing is held during the Employee's normal working hours, the Employee will not suffer a loss in compensation. Grievances shall be heard during management's normal working hours unless stipulated otherwise by both Parties.

### **Section 3. Arbitration Procedure**

A. The EMPLOYER and the UNION shall each have one (1) partisan arbitrator as a member of an arbitration panel. The UNION and the EMPLOYER shall endeavor to mutually agree upon the third neutral member of the panel. In the event the Parties cannot agree on the neutral member, the Parties shall request a list of seven (7) arbitrators from Federal Mediation and Conciliation Service. The Parties shall alternately strike names from the list with a coin flip determining the first strike until only one (1) name remains on the list.

B. The authority of the arbitration panel shall be strictly limited to interpreting the terms of the AGREEMENT. The panel shall have no authority to alter, modify or amend the AGREEMENT. The panel shall not substitute its judgment for that of the EMPLOYER. Any retroactive decision by the arbitration panel shall be limited to the date the matter was first presented under Step 1 of the grievance procedure. The cost of the neutral arbitrator shall be paid by the Party whose position is not upheld by the arbitration panel.

## **ARTICLE 22 – LABOR RELATIONS COMMITTEE**

The EMPLOYER and the UNION agree to establish a committee to be known as the "Labor Relations Committee", which shall be composed of equal representatives of the EMPLOYER and the UNION. Both Parties may agree to bring additional representatives by mutual consent on an as needed basis. The EMPLOYER will pay the wages of two Operators for the time spent in attendance at the LRC meetings. The LRC committee shall meet quarterly (or more often if agreed to by its members), and either Party may request a meeting, for the purpose of discussing the following:

1. Policies and procedures affecting the working relationship between the EMPLOYER and the UNION.
2. Other subjects which may be mutually agreed upon as the need arises.

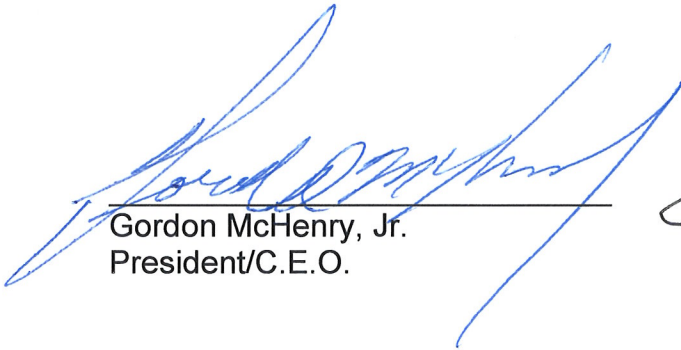
**ARTICLE 23 – DURATION**

This AGREEMENT shall be effective on the date of signing, unless otherwise provided herein, and shall remain in effect through December 31, 2015, unless changed by mutual consent. Should either Party desire to change or terminate this AGREEMENT, written notice must be given to the other Party at least sixty (60) days in advance of December 31, 2015. If this notice is not given at least sixty (60) days in advance of December 31, 2015, this AGREEMENT shall be considered automatically renewed for an additional period of one (1) year and in like manner from year to year thereafter.

SIGNED this 4<sup>th</sup> day of April 2013, at Seattle, Washington.

SOLID GROUND


AMALGAMATED TRANSIT UNION  
LOCAL 587



\_\_\_\_\_  
Gordon McHenry, Jr.  
President/C.E.O.



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Paul J. Bachtel  
President/Business Representative



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Jeanette Bliss  
Human Resources Director