

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PARTIES TO THE AGREEMENT	1
PREAMBLE	1
DEFINITIONS	1
CONVENTIONS	3
ARTICLE 1: UNION/MANAGEMENT RELATIONS	4
SECTION 1 SOLE BARGAINING AGENT	4
SECTION 2 UNION MEMBERSHIP	4
SECTION 3 LIST OF NEW OR TERMINATING EMPLOYEES.....	5
SECTION 4 UNION INSIGNIA.....	5
SECTION 5 MANAGEMENT RIGHTS.....	5
SECTION 6 UNION BULLETIN BOARDS.....	5
SECTION 7 LABOR-MANAGEMENT RELATIONS COMMITTEE	5
SECTION 8 JOINT SAFETY COMMITTEE	6
SECTION 9 JOINT SECURITY STEERING COMMITTEE	6
SECTION 10 JOINT SCHEDULING COMMITTEE.....	6
SECTION 11 VEHICLE PROCUREMENT COMMITTEE	7
SECTION 12 COMMITTEE SELECTIONS	7
SECTION 13 PRINTING OF THE AGREEMENT.....	7
ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY	8
SECTION 1 MERIT SYSTEM.....	8
SECTION 2 NONDISCRIMINATION	8
ARTICLE 3: GENERAL CONDITIONS	9
SECTION 1 TECHNOLOGICAL CHANGE.....	9
SECTION 2 LOST AND FOUND ITEMS.....	9
SECTION 3 PAYROLL DEDUCTIONS	9
SECTION 4 RESTROOMS AND FIRST AID FACILITIES	9
SECTION 5 CONTRIBUTIONS AND SOLICITATIONS	9
SECTION 6 DEFECTIVE EQUIPMENT	10
SECTION 7 LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES	10
SECTION 8 SERVICE LETTER	10
SECTION 9 METHOD OF NOTIFICATION.....	11
SECTION 10 SUBCONTRACTING.....	11
SECTION 11 VENDING MACHINE PROCEEDS.....	11
SECTION 12 PROBATIONARY PERIOD	12
SECTION 13 DETAILS AND TEMPORARY ASSIGNMENTS	12
SECTION 14 VACATION, SICK LEAVE AND AC TIME DONATION	12
SECTION 15 PAYROLL REOPENER.....	13
ARTICLE 4: DISCIPLINE	14
SECTION 1 GENERAL	14
SECTION 2 TYPES OF DISCIPLINE	14

1	SECTION 3	TYPES OF MAJOR AND SERIOUS INFRACTIONS.....	15
	SECTION 4	DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS.....	16
2	SECTION 5	REMOVING INFRACTIONS	16
	SECTION 6	MISSES	16
3	SECTION 7	MISSES – TRANSIT OPERATORS.....	18
4	SECTION 8	MISSES – EMPLOYEES OTHER THAN TRANSIT OPERATORS, VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES	21
5	SECTION 9	PROBATIONARY EMPLOYEES	22
	SECTION 10	CLAIMS OF UNJUST SUSPENSION OR DISCHARGE.....	22
6	SECTION 11	WRONGFULLY SUSPENDED OR DISCHARGED.....	22
7	ARTICLE 5: GRIEVANCE AND ARBITRATION.....		23
	SECTION 1	GRIEVANCE PROCEDURE	23
8	SECTION 2	ARBITRATION PROCEDURE	26
	SECTION 3	MEDICAL ARBITRATION.....	28
9	SECTION 4	EXPEDITED ARBITRATION	28
10	ARTICLE 6: SENIORITY		30
	SECTION 1	CALCULATING SENIORITY.....	30
11	SECTION 2	PROMOTION, TRANSFER, DEMOTION AND LAYOFF	31
12	SECTION 3	DETAILS, UPGRADES AND SPECIAL PROJECTS	31
	SECTION 4	SENIORITY LISTS	32
13	ARTICLE 7: LAYOFF AND RECALL.....		33
	SECTION 1	REASON FOR LAYOFF.....	33
14	SECTION 2	METHOD OF REDUCTION.....	33
15	SECTION 3	RECALLING LAID-OFF EMPLOYEES	33
16	ARTICLE 8: HOLIDAY		35
	SECTION 1	FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS AND SUPERVISORS	35
17	SECTION 2	PART-TIME TRANSIT OPERATORS.....	35
18	SECTION 3	OTHER EMPLOYEES	35
19	SECTION 4	DAYS OF OBSERVANCE	35
	SECTION 5	PERSONAL HOLIDAY	36
20	SECTION 6	SHIFT DIFFERENTIAL.....	37
21	SECTION 7	ELIGIBILITY.....	37
22	ARTICLE 9: VACATION.....		38
	SECTION 1	VACATION ENTITLEMENT	38
23	SECTION 2	SCHEDULING VACATIONS	39
	SECTION 3	SELECTION OF VACATIONS	40
24	SECTION 4	VACATION CARRY OVER	40
	SECTION 5	VACATION CASH OUT	41
25	SECTION 6	VACATION PAY UPON EMPLOYEE TERMINATION	41
	SECTION 7	VACATION AFTER MILITARY LEAVE OF ABSENCE.....	41
26	SECTION 8	VACATION – UNION BUSINESS LEAVE	42
27	ARTICLE 10: LEAVES OF ABSENCE		43
	SECTION 1	GENERAL	43
28	SECTION 2	BEREAVEMENT LEAVE.....	43

1	SECTION 3	UNION BUSINESS	43
	SECTION 4	JURY DUTY	44
2	SECTION 5	MILITARY LEAVE	45
	SECTION 6	MATERNITY/PATERNITY LEAVE	46
3	SECTION 7	FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT	46
	SECTION 8	KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT	47
4	SECTION 9	LEAVE USAGE	47
	SECTION 10	CONCURRENT RUNNING OF LEAVE	48
5	SECTION 11	WITNESS LEAVE	48
6	ARTICLE 11: SICK LEAVE		50
7	SECTION 1	PROCEDURES	50
	SECTION 2	ACCRUAL OF SICK LEAVE.....	52
8	SECTION 3	PAYMENT OF SICK LEAVE	52
	SECTION 4	USE OF AC TIME.....	53
9	SECTION 5	RESERVE SICK LEAVE.....	53
10	ARTICLE 12: BENEFITS.....		55
11	SECTION 1	MEDICAL, DENTAL, VISION, LIFE AND LONG TERM DISABILITY BENEFITS	55
12	SECTION 2	MEDICAL BENEFITS - PART-TIME, ASSIGNED AND ON-CALL EMPLOYEES (LESS THAN HALF-TIME).....	56
13	SECTION 3	MEDICAL BENEFITS – RETIREES.....	56
14	SECTION 4	DENTAL AND VISION INSURANCE – PART-TIME EMPLOYEES (LESS THAN HALF-TIME).....	56
15	SECTION 5	SHORT-TERM DISABILITY – FULL-TIME EMPLOYEES.....	57
	SECTION 6	ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT	57
16	SECTION 7	PERSONAL PROPERTY LOSS BENEFIT	57
	SECTION 8	TRANSIT PASS	58
17	SECTION 9	WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE	58
18	SECTION 10	LEGAL DEFENSE	60
	SECTION 11	COMMERCIAL DRIVERS LICENSE.....	60
19	SECTION 12	GENERAL CONDITIONS	60
	SECTION 13	ACCUMULATED COMPENSATORY TIME.....	61
20	SECTION 14	RETIREMENT ACKNOWLEDGEMENT	61
21	ARTICLE 13: 4/40 ASSIGNMENTS		62
22	SECTION 1	DEFINITION OF 4/40 EMPLOYEES	62
	SECTION 2	REGULAR DAYS OFF	62
23	SECTION 3	HOLIDAYS.....	62
	SECTION 4	PERSONAL HOLIDAY	62
24	SECTION 5	VACATION AND AC TIME	62
	SECTION 6	BEREAVEMENT LEAVE.....	62
25	SECTION 7	JURY DUTY/MILITARY LEAVE	63
26	SECTION 8	SICK LEAVE.....	63
	SECTION 9	DISABILITY.....	63
27	SECTION 10	OVERTIME	63
28	SECTION 11	SHIFT CHANGE NOTIFICATION	63
	ARTICLE 14: RATES OF PAY		64

1	SECTION 1	WAGE RATES AND WAGE PROGRESSIONS	64
	SECTION 2	COST OF LIVING	65
2	SECTION 3	WORK OUTSIDE OF CLASSIFICATION	66
	SECTION 4	FLSA REQUIREMENTS	66
3	SECTION 5	DEMOTION.....	67
4	ARTICLE 15: FULL-TIME TRANSIT OPERATORS		68
	SECTION 1	DEFINITION OF EMPLOYEES	68
5	SECTION 2	FULL-TIME GUARANTEES	70
	SECTION 3	GENERAL CONDITIONS	71
6	SECTION 4	RUNS	73
	SECTION 5	OPERATOR PICKS.....	75
7	SECTION 6	MOVE-UPS	77
	SECTION 7	SELECTING VACATIONS	78
8	SECTION 8	EXTRA BOARD.....	78
	SECTION 9	REPORT OPERATORS	84
9	SECTION 10	OVERTIME	86
10	SECTION 11	SPECIAL ALLOWANCES	89
	SECTION 12	QUALIFICATION	90
11	SECTION 13	UNIFORMS	93
12	ARTICLE 16: PART-TIME TRANSIT OPERATORS		94
13	SECTION 1	DEFINITION OF EMPLOYEES	94
	SECTION 2	SPECIAL CONDITIONS.....	94
14	SECTION 3	GENERAL CONDITIONS	94
	SECTION 4	WORK ASSIGNMENTS.....	95
15	SECTION 5	OPERATOR PICKS.....	97
	SECTION 6	MOVE-UPS	98
16	SECTION 7	SELECTING VACATION AND ANNUAL LEAVE.....	98
	SECTION 8	OVERTIME	100
17	SECTION 9	SPECIAL ALLOWANCES	100
	SECTION 10	QUALIFICATION	100
18	SECTION 11	UNIFORMS	101
	SECTION 12	VASHON ISLAND SERVICE	101
19	ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES		104
20	SECTION 1	DEFINITION OF EMPLOYEES	104
21	SECTION 2	GENERAL CONDITIONS	105
	SECTION 3	WORK ASSIGNMENTS.....	106
22	SECTION 4	ROVER AND VOLUNTEER ASSIGNMENTS	107
	SECTION 5	LEAD EMPLOYEES.....	108
23	SECTION 6	PICKS AND MOVE-UPS.....	109
	SECTION 7	VACATION SELECTION	110
24	SECTION 8	OVERTIME	111
	SECTION 9	SHIFT DIFFERENTIAL.....	113
25	SECTION 10	SPECIAL BENEFITS	113
	SECTION 11	ATTENDANCE MANAGEMENT	115
26	SECTION 12	MECHANIC APPRENTICESHIP PROGRAM	117
	SECTION 13	TRAINING.....	117

1	SECTION 14	VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS	118
	ARTICLE 18:	FACILITIES MAINTENANCE EMPLOYEES.....	119
2	SECTION 1	DEFINITION OF EMPLOYEES	119
3	SECTION 2	GENERAL CONDITIONS	120
4	SECTION 3	SUBCONTRACTING.....	120
5	SECTION 4	CAREER PATHS – PERMANENT APPOINTMENTS.....	120
6	SECTION 5	WORK ASSIGNMENTS.....	121
7	SECTION 6	UPGRADES.....	121
8	SECTION 7	DESIGNATED LEADS.....	123
9	SECTION 8	PICKS AND MOVE-UPS.....	123
10	SECTION 9	VACATION SELECTION	125
11	SECTION 10	OVERTIME	126
12	SECTION 11	SHIFT DIFFERENTIAL.....	128
13	SECTION 12	SPECIAL BENEFITS	128
14	SECTION 13	ATTENDANCE MANAGEMENT	129
15	SECTION 14	FACILITIES TRAINING COMMITTEE.....	131
16	SECTION 15	LABOR-MANAGEMENT RELATIONS COMMITTEE	132
	ARTICLE 19:	REVENUE COORDINATORS	133
17	SECTION 1	DEFINITION OF EMPLOYEES	133
18	SECTION 2	WORK ASSIGNMENTS.....	133
19	SECTION 3	PICKS.....	133
20	SECTION 4	VACATION SELECTION	134
21	SECTION 5	SPECIAL BENEFITS	134
22	SECTION 6	APPOINTMENTS AND TRAINING.....	134
	ARTICLE 20:	SPECIAL CLASSIFICATIONS.....	135
23	SECTION 1	DEFINITION OF EMPLOYEES	135
24	SECTION 2	WORK ASSIGNMENTS.....	135
25	SECTION 3	PICKS.....	135
26	SECTION 4	VACATION SELECTION	136
27	SECTION 5	OVERTIME	136
28	SECTION 6	SPECIAL ALLOWANCES	136
	SECTION 7	SPECIAL BENEFITS	137
	SECTION 8	INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE WORKER AND SUPPLY DISTRIBUTORS.....	137
	SECTION 9	OPERATIONS SECURITY LIAISON.....	138
	ARTICLE 21:	CUSTOMER INFORMATION OFFICE EMPLOYEES	139
29	SECTION 1	DEFINITION OF EMPLOYEES	139
30	SECTION 2	GENERAL CONDITIONS	139
31	SECTION 3	WORK ASSIGNMENTS.....	139
32	SECTION 4	PICKS.....	140
33	SECTION 5	VACATION SELECTION	142
34	SECTION 6	OVERTIME	142
35	SECTION 7	SPECIAL ALLOWANCES	143
36	SECTION 8	SPECIAL BENEFITS	144
37	SECTION 9	ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS.....	144

1	ARTICLE 22: SUPERVISORS.....	146
2	SECTION 1 DEFINITION OF EMPLOYEES	146
3	SECTION 2 MUTUAL RESPONSIBILITIES	146
4	SECTION 3 SUPERVISOR-IN-TRAINING	146
5	SECTION 4 PICKS.....	148
6	SECTION 5 MOVE-UPS	151
7	SECTION 6 WORK ASSIGNMENTS.....	151
8	SECTION 7 SPECIAL ALLOWANCES	155
9	SECTION 8 OVERTIME	155
10	SECTION 9 VACATION SELECTION	156
11	SECTION 10 SPECIAL BENEFITS	157
12	SECTION 11 GENERAL	157
13	ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS	159
14	SECTION 1 DEFINITION OF EMPLOYEES	159
15	SECTION 2 GENERAL CONDITIONS	159
16	ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS (WFSC).....	161
17	ARTICLE 25: PASS SALES OFFICE EMPLOYEES.....	162
18	SECTION 1 DEFINITION OF EMPLOYEES	162
19	SECTION 2 GENERAL CONDITIONS	162
20	SECTION 3 WORK ASSIGNMENTS.....	162
21	SECTION 4 PICKS.....	163
22	SECTION 5 FILLING VACANCIES.....	163
23	SECTION 6 OVERTIME	164
24	SECTION 7 SPECIAL ALLOWANCES	165
25	SECTION 8 SPECIAL BENEFITS	165
26	SECTION 9 VACATION SELECTION	166
27	SECTION 10 ASSIGNED PASS SALES AND SENIOR ACCOUNTING REPRESENTATIVES	166
28	ARTICLE 26: TEMPORARY EMPLOYEES	168
	SECTION 1 DEFINITION	168
	SECTION 2 SELECTION AS A PERMANENT EMPLOYEE.....	168
	SECTION 3 WAGES AND BENEFITS	168
	ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE	170
	SECTION 1 MODIFICATION PROVISION.....	170
	SECTION 2 SAVINGS CLAUSE	170
	ARTICLE 28: TERM OF AGREEMENT.....	171
	EXHIBIT A - JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES.....	172
	EXHIBIT B - STATE AND CITY RETIREMENT PLANS.....	176
	EXHIBIT C - FACILITIES WORKSITE	
	EXHIBIT D - TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES	
	MEMORANDUM OF AGREEMENT - 4-40'S, TIME STANDARDS AND PURCHASING NEW COMPONENTS	
	MEMORANDUM OF AGREEMENT - WAGE INCREASES ON JANUARY 1, 2012, AND NOVEMBER 1, 2012, RELATED TO EFFICIENCY GAINS	

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

PARTIES TO THE AGREEMENT

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

PREAMBLE

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

DEFINITIONS

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

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

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

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

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

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

13 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time that
14 starts with the pay period that follows the pay period that includes December 31 and ends with the
15 pay period that includes December 31.~~which starts with the first pay period which ends in January,~~
16 ~~and ends with the last pay period which ends in December.~~ [TA 6/28/2013, MOA 410U1112]

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

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

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

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

1 and

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

4 **CONVENTIONS**

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

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

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

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

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

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

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

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

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

2 ***SECTION 1 – SOLE BARGAINING AGENT***

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

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

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

12 ***SECTION 2 – UNION MEMBERSHIP***

13 A. Each Employee shall make application to become a member of the UNION within
14 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or
15 provided for, by law. However, if the Employee qualifies for a bona fide religious objection to union
16 membership as described in RCW 41.56.122, the above requirement shall be satisfied by the payment
17 of an amount equal to initiation fees and regular UNION dues to a non-religious charitable
18 organization in accordance with the procedures set forth in the Washington Administrative Code.

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

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

26 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to
27 the Committee on Political Education (COPE) and/or other fees uniformly required from the
28 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted

1 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
2 the Employee shall be on a form approved by the PARTIES and may be revoked by the Employee
3 upon request. The performance of this function is recognized as a service to the UNION by METRO.

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

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

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

8 ***SECTION 4 – UNION INSIGNIA***

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

12 ***SECTION 5 – MANAGEMENT RIGHTS***

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

18 ***SECTION 6 – UNION BULLETIN BOARDS***

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

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

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

4 1. Issues or problems of METRO policy which affect the UNION and which
5 either party requests be placed on the agenda.

6 2. Issues or problems of contract administration, other than formal grievances
7 which are being processed, unless mutually agreed by both PARTIES.

8 3. Reports from section level labor-management committees.

9 4. Other matters of mutual concern.

10 B. Written notes may be taken by committee participants during meetings, but such
11 notes will not be used by either party in a grievance, arbitration or other controversy between the
12 PARTIES.

13 ***SECTION 8 – JOINT SAFETY COMMITTEE***

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

19 METRO is committed to providing a safe workplace and wishes increase communication
20 about safety concerns to Employees through their UNION. At the commencement of this
21 AGREEMENT, METRO and the UNION shall convene a special work group to assess the UNION’s
22 concerns about METRO’s compliance with safety laws and regulations. The special work group shall
23 consist of two members appointed by METRO and two members appointed by the UNION. The
24 work group shall: 1) review METRO’s compliance with safety laws and regulations; 2) make
25 recommendations, as appropriate, for changing workplace processes and procedures; 3) assess what
26 training may be required by law; 4) assess whether METRO’s staff is conducting sufficient
27 investigations into workplace accidents and assess what training may be required relating to
28 investigations; and 5) make recommendations about how to enforce safety rules in the workplace.

1 **[TA 1/31/2014]**

2 ***SECTION 9 – JOINT SECURITY STEERING COMMITTEE***

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

7 ***SECTION 10 – JOINT SCHEDULING COMMITTEE***

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

12 ***SECTION 11 – VEHICLE PROCUREMENT COMMITTEE***

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

15 ***SECTION 12 – OPERATOR UNIFORM COMMITTEE***

16 A Joint Labor-Management Uniform Committee with at least one UNION-appointed member
17 shall meet at least semi-annually to discuss the uniform program and select uniform items. **[TA**
18 **9/13/2013]**

19 ***SECTION ~~12-13~~ – COMMITTEE SELECTIONS***

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

22 ***SECTION ~~13-14~~ – PRINTING OF THE AGREEMENT***

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

1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

3 The PARTIES are committed to providing equal employment opportunity for all new
4 applicants for employment, as well as for present Employees. METRO shall recruit, select and
5 promote employees and/or individuals from the community workforce on the basis of their relative
6 knowledge, skills and abilities and in accordance with ~~METRO's Affirmative Action Plan~~ King
7 County's equal employment opportunity and affirmative action policies. Upon request, METRO will
8 inform Employees of the knowledge, skills and abilities that are the subject of interviews or role-
9 plays for UNION positions. [TA 9/6/2013]

10 ***SECTION 2 – NONDISCRIMINATION***

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

1 **ARTICLE 3: GENERAL CONDITIONS**

2 ***SECTION 1 – TECHNOLOGICAL CHANGE***

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

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

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

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

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

15 ***SECTION 3 – PAYROLL DEDUCTIONS***

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

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

20 A. METRO will arrange for adequate restrooms to be used by Employees on all routes
21 and shall take all reasonable steps to ensure each restroom's sanitary condition. Any other restroom
22 on an Employee's route may be used in an emergency situation. METRO shall arrange for and
23 designate restroom facilities as near as possible to each terminal of each route. METRO will identify
24 potential restrooms for new routes and meet with the UNION to review the routes prior to forwarding
25 them for King County Council approval.

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

28 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

9 ***SECTION 6 – DEFECTIVE EQUIPMENT***

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

12 B. If an Employee receives a fine for speeding and/or defective equipment as
13 described above, METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for
14 litigating the fine. No Employee is eligible for more than \$1,000 of reimbursement during the life of
15 this AGREEMENT. This shall not apply where an Employee was aware of or should have been
16 aware of and failed to report the defective equipment and/or missing equipment for which the fine
17 was issued.

18 ***SECTION 7 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

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

26 ***SECTION 8 – SERVICE LETTER***

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

1 **SECTION 9 – METHOD OF NOTIFICATION**

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

7 **SECTION 10 – SUBCONTRACTING**

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

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

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

20 **D.** METRO may subcontract dial-a-ride service to a maximum of 3% of total service
21 hours.

22 **E.** METRO may continue to provide historical and traditional paratransit service,
23 formerly known as Special Transportation Services Program, to elderly and/or disabled persons
24 through ~~subcontracting~~ contracting with outside providers to meet the requirements of the Americans
25 with Disability Act of ~~1991~~1990, as amended. [TA 9/10/2013]

26 **SECTION 11 – VENDING MACHINE PROCEEDS**

27 **A.** METRO agrees to lease space for vending machines in Transit facilities to an
28 organization which will in turn contract with the UNION for payment of the historical and traditional

1 25% of the net proceeds it receives from these vending machines directly to the UNION. The
2 UNION will then forward those monies to the Puget Sound Labor Agency or the Local 587 Retirees
3 Chapter for social, recreational and charitable purposes.

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

6 ***SECTION 12 – PROBATIONARY PERIOD***

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

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

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

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

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

19 **E.** Upon satisfactory completion of this evaluation period, the Employee will enjoy all
20 rights of regular Employee status.

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

22 Where a vacancy occurs in any position in the UNION which is to be filled by detail or
23 temporary appointment, Employees of METRO who are capable and desirous of doing the work shall
24 be given first consideration before any outside help is employed. Such vacancy shall be posted and
25 filled in accordance with METRO's Merit System [per Article 2, Section 1](#). Among Employees
26 seeking any such position, seniority shall be considered in filling the position. [\[TA 8/16/2013\]](#)

27 [The posting obligation shall be triggered when the facts and circumstances indicate that a](#)
28 [vacancy will be filled for 60 days or longer by detail or temporary appointment. In the interim,](#)

1 METRO may fill the work consistent with the AGREEMENT, until the Employee is selected from
2 the posting process. [TA 11/20/2013]

3
4 **SECTION 14 – VACATION, SICK LEAVE AND AC TIME DONATION**

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

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

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

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

18 E. If a UNION Employee donates leave to a King County employee who is not
19 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
20 to the recipient of the leave. If a King County employee who is not represented by the UNION
21 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
22 administered by the terms of Paragraph D.

23 ~~**SECTION 15 – PAYROLL REOPENER**~~

24 ~~METRO has instituted the Accountable Business Transformations (ABT) Program to~~
25 ~~streamline and standardize business processes and enable King County to access timely, accurate and~~
26 ~~useful information. In this regard, the PARTIES agree that METRO has the right to implement a~~
27 ~~common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act~~
28 ~~workweeks. The PARTIES agree that provisions of this AGREEMENT relating to those issues only~~

1 ~~may be re-opened at any time during the life of this AGREEMENT by METRO only for the purpose~~
2 ~~of negotiating these standardized pay practices, to the extent required by law. Provisions of this~~
3 ~~AGREEMENT otherwise relating to wages and benefits shall not be subject to this provision.~~

4 [TA 8/16/2013]

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

6 The PARTIES agree to continue the long standing agreement to specifically supersede in total
7 the State provisions regarding meal and rest periods for Employees. Full Time Operators, Part Time
8 Operators, and First Line Supervisors do not receive a designated meal period. Additionally,
9 Employees in these job classifications will be entitled to meal and rest periods only as described in
10 this AGREEMENT, and not those provided by State law. Meal and rest periods for other Employees
11 covered by this AGREEMENT have also been negotiated in ways that supersede State provisions in
12 whole, or in part. [TA 6/5/2014]

1 **ARTICLE 4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

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

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

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

15 D. Counseling that is given to Employees will not be considered to be discipline and
16 cannot be grieved. If an Employee disagrees with the counseling, s/he should provide a written
17 rebuttal to his/her Chief, which will be included in the Employee's personnel file. A UNION-
18 represented Employee will not issue discipline to another UNION-represented Employee. [TA
19 10/25/2013]

20 ***SECTION 2 – TYPES OF DISCIPLINE***

21 A. Types of discipline shall include oral reminders, written reminders, disciplinary
22 probation, ~~decision making leave~~, suspension and discharge. [TA 10/25/2013]

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

1 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

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

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

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

11 A. “Major infractions” include:

- 12 • Gross misconduct
- 13 • Insubordination
- 14 • Gross negligence
- 15 • Theft of METRO funds or property or job related theft
- 16 • Misappropriation - the personal use of METRO funds or property
- 17 • The use of intoxicants or the odor of intoxicants
- 18 • The use or odor of narcotics or abuse of controlled substances
- 19 • Preventable accidents in accordance with the accident point system
- 20 • Late reports, absences, and unexcused absences, in accordance with
21 Section 6
- 22 • Late occurrences and unexcused absences, in accordance with Article 17,
23 Section 11, and Article 18, Section 13
- 24 • Falsification of sick reports
- 25 • Falsification of applications or any other official METRO documents
- 26 • Willful failure to turn in lost articles
- 27 • Willful destruction or damage to METRO property/possessions
- 28 • Serious or repeated harassment based on a legally protected class (see

1 DEFINITIONS)

- 2 • Committing a felony while on duty or conviction of a job-related felony
- 3 • Serious or repeated discrimination, as prohibited under Article 2.

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

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

9 D. Infractions, other than those listed above, shall be considered “minor infractions”.

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

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

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

- 19 1. First minor infraction – Oral Reminder.
- 20 2. Second minor infraction – Written Reminder.
- 21 3. Third minor infraction – Appropriate discipline for the severity of the
22 infraction, which could include ~~retraining or a two day~~ suspension.
- 23 4. Fourth minor infraction – ~~Decision-making leave~~ Five day suspension.
- 24 5. Fifth minor infraction – Discharge.

25 **[TA 10/25/2013]**

26 **SECTION 5 – REMOVING INFRACTIONS**

27 A minor infraction which is one year old shall be crossed off the Employee’s record. Future
28 disciplinary action will be based on the number of infractions that remain. For example, if an

1 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on
2 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
3 days, the total time on leave will be added to the one-year period that must elapse before a minor
4 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
5 maintained. A minor infraction shall not be used in any promotional process within the bargaining
6 unit after it is a year old. [TA 10/25/2013]

7 **SECTION 6 – MISSES**

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

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

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

15 D. Except in Vehicle Maintenance and Facilities Maintenance, misses include late
16 reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences
17 recorded in a ~~60-calendar-day~~four month period shall be subject to the following controls:

- 18 • First – Informational Notice.
- 19 • Second – Oral Reminder.
- 20 • Third – Written Reminder and the Employee will be offered a program of
21 assistance from both PARTIES in developing a plan to improve attendance. This program will
22 include referral to the Employee Assistance Program. The METRO unit Superintendent/Chief and
23 the UNION Officer/designee will meet with the Employee to write the details of the program, which
24 will be specific to the Employee.
- 25 • Fourth – Two-day suspension, unless the Employee has a five-year record of
26 less than three misses per year, in which case another Written Reminder shall be issued. Whether
27 suspended or not, the Employee shall be given a referral to the Employee Assistance Program.
- 28 • ~~Fourth-Fifth~~ – Discharge, unless METRO determines that there are

1 circumstances which cause a **greater** suspension to be appropriate **such as**
2 **the first instance of consecutive days of unverified sick leave.**

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

4 • First through ~~fourth~~ **third** – Informational Notice.
5 • ~~Fifth~~ **Fourth** – Oral Reminder.
6 • ~~Sixth~~ **Fifth** – Written Reminder **and the Employee will be offered a program**
7 **of assistance from both PARTIES in developing a plan to improve attendance. This program will**
8 **include a referral to the Employee Assistance Program. The METRO unit Superintendent/Chief and**
9 **UNION Officer/designee will meet with the Employee to write the details of the program, which will**
10 **be specific to the Employee.**

11 • ~~Seventh~~ **Sixth** – Two-day suspension, **unless the Employee has previously**
12 **been on attendance probation per Paragraph F, in which case the Employee will again be placed on**
13 **attendance probation.**

14 • **Seventh** – Five-day suspension.

15
16 **F.** Any Employee who has acquired seven misses in a twelve-month period will be
17 placed on attendance probation.

18 **1.** The attendance probation will begin upon the completion of the suspension
19 imposed as a result of the seven misses.

20 **2.** The Employee will be offered a program of assistance from both the
21 PARTIES in developing a plan to improve attendance. **This program will include a referral to the**
22 **Employee Assistance Program. The METRO Unit Superintendent/Chief and UNION**
23 **Officer/designee will meet with the Employee to write the details of the program, which will be**
24 **specific to the Employee.**

25 **3.** During the attendance probation, the language of Paragraph H will not
26 apply.

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

1 5. The Employee will be allowed no more than three misses in each of the two
2 following twelve-month periods (e.g., an Employee who was informed on ~~7/27/10~~7/17/14 that s/he
3 had a seventh miss, with a ~~two~~ five-day suspension on ~~7/28-29/10~~7/18-22/14, would be on probation
4 with no more than three misses allowed ~~7/30/10-7/29/11~~7/23/14-7/22/15 and no more than three
5 misses allowed ~~7/30/11-7/29/12~~7/23/15-7/22/16). An Employee who successfully completes the two
6 twelve-month periods will no longer be on attendance probation.

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

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

11 G. Four consecutive workdays of absence without leave will be considered a
12 resignation.

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

20 [\[TA 10/25/2013\]](#)

21 **SECTION 7 – MISSES – TRANSIT OPERATORS**

22 A. Misses for Transit Operators include:

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

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

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

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

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

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

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

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

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

22 **4.** If an FTO on late report fails to report to the Base Dispatcher/Planner after
23 one hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is given
24 after the hour, the FTO will be paid from the beginning of the late report up to the beginning of the
25 assignment. If an FTO on late report fails to report to the Base Dispatcher/Planner after one hour and
26 is notified of such by the Base Dispatcher/Planner when being given the assignment, the FTO will be
27 paid for one hour of late report and for the assignment, if it is worked. If an FTO on late report fails
28 to report to the Base Dispatcher/Planner after one hour and is notified of such by the Base

1 Dispatcher/Planner and is not used for an assignment, the FTO will receive pay only for one hour of
2 late report.

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

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

8 **E.** The procedures for changing misses to absences or excused absences for Transit
9 Operators shall be as follows:

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

14 **2.** A request for a miss to be changed to an absence or excused absence must
15 be presented, in writing, to the immediate supervisor, within five workdays of the occurrence. The
16 immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
17 absence.

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

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

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

28 **3.** An Operator coming off the sick list must notify the base by 10:00 a.m. in

1 order to be scheduled for work the next day. One continuous incident of sick leave will be charged to
2 an Operator who anticipates returning to work and comes off the sick list prior to 10:00 a.m., but
3 whose licensed practitioner will not release the Operator for duty the following day.

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

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

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

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

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

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

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

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

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

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

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

1 **SECTION 9 – PROBATIONARY EMPLOYEES**

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

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

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

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

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

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

1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 ***SECTION 1 – GRIEVANCE PROCEDURE***

3 A. Employee grievances concerning the interpretation and application of this
4 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except
5 as outlined in Paragraph D. A “grievance”, as used in this AGREEMENT, shall mean a claim by an
6 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning
7 the proper application or interpretation of this AGREEMENT.

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

19 C. Employees are encouraged to meet, whenever possible, with their Chief or
20 Supervisor/Superintendent to discuss their claim that the contract has been violated prior to filing a
21 formal grievance. If an Employee initiates such a conversation, s/he must understand that the
22 timeline for filing a grievance is only extended if it is done by mutual written agreement with a Chief
23 or unit Supervisor/Superintendent. [TA 9/6/2013]

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

1 Department of Executive Services shall be filed with the person noted in [brackets] below.

2 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
3 Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter,
4 the immediate supervisor/designee shall meet with the Employee and, unless UNION representation
5 is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of
6 the grievance, to discuss the grievance. The meeting may be held at a later date by mutual agreement
7 of the PARTIES. METRO shall, within 10 days after the meeting, notify the UNION of its decision
8 by fax and/or written copy. If the UNION Business Representative/designee determines that the
9 grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral
10 must be in writing.

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

19 **Step 3:** The grievance shall be presented to Transit Human Resources
20 [Director of King County Labor Relations/designee]. Thereafter, the Employee and UNION Business
21 Representative/designee will meet with a committee consisting of a Transit Human Resources
22 designee [Director of King County Labor Relations/designee], manager/designee and other
23 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held
24 within ~~30~~15 days after receipt of the Step 3 referral, unless a later date is mutually agreed by the
25 PARTIES. METRO shall, within 10 days from the meeting, notify the UNION in writing of its
26 decision. If no agreement can be reached at Step 3, the UNION Business Representative/designee
27 may appeal to arbitration by notifying Transit Human Resources [Director of King County Labor
28 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax,

1 within 60 days after the UNION receives the Step 3 decision. [TA 9/6/2013]

2 **DE.** If a grievance arises that involves an Employee's discharge, it shall be handled in
3 the following manner:

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

16 **Step 2:** The grievance shall be presented to Transit Human Resources
17 [Director of King County Labor Relations/designee]. Thereafter, the Employee and UNION Business
18 Representative/designee will meet with a committee consisting of a Transit Human Resources
19 designee [Director of King County Labor Relations/designee], manager/designee and other
20 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held
21 within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the
22 PARTIES. A written decision shall be sent to the UNION within 10 days after the meeting. If no
23 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to
24 arbitration by notifying Transit Human Resources [Director of King County Labor
25 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax
26 within 60 days after the UNION receives the Step 2 decision.

27 **EF.** Time spent by Employees adjusting grievances and/or pursuing arbitration is not
28 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during

1 the Employee's normal working hours, the Employee will not suffer a loss in compensation. Except
2 in the Vehicle Maintenance and Facilities Maintenance Sections, grievances shall be heard during
3 management's normal working hours unless stipulated otherwise by both parties.

4 **FG.** In the Facilities and Vehicle Maintenance Sections:

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

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

10 **SECTION 2 – ARBITRATION PROCEDURE**

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

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

18 **2.** The names on such list of arbitrators shall rotate and the next three
19 arbitrators starting from the top of the list shall be polled by the UNION to determine their two next
20 available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list.
21 The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration.
22 The UNION will contact the arbitrator to confirm his/her availability and will schedule the
23 arbitration. The selected arbitrator will then be placed at the bottom of the list.

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

27 **4.** If the PARTIES determine that an arbitrator is unacceptable and should be
28 removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled

1 for more arbitrations.

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

7 **B.** The submission of a grievance to the Arbitration Board shall be based on the
8 original written grievance.

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

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

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

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

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

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

26 **G.** If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
27 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be
28 responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration,

1 prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.

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

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

7 ~~SECTION 3 – MEDICAL ARBITRATION~~

8 ~~—A grievance from an Employee who is removed from service or refused permission to return
9 to work from sick leave or a leave of absence due to a physical or mental disability, will be handled
10 pursuant to the procedures in Section 1, Paragraph D, with the following special provisions:
11 The Medical Arbitration Board (MAB) will determine whether the Employee can perform his/her
12 duties, as delineated in the job description/job analysis and other relevant evidence, with or without
13 reasonable accommodation. The arbitrator shall hear all relevant evidence, which may include the
14 testimony of medical professionals. The decision of the MAB shall be final and binding on the
15 PARTIES. Should the MAB rule in favor of the Employee, the Employee shall be returned to work
16 without loss of seniority. The MAB shall determine the date upon which the Employee, in the
17 MAB's opinion, was able to perform the duties of his/her position. The Employee shall receive all
18 back pay and benefits from that date. Should the MAB rule in favor of METRO, the Employee
19 (excluding entry level probationary Employees) will be given priority consideration for obtaining
20 another King County job for which the Employee meets minimum requirements and in which s/he
21 can be placed in accordance with King County's Reassignment Program. The power and the
22 authority of the MAB shall be limited strictly to determining whether the Employee can perform
23 his/her duties, with or without reasonable accommodation. The MAB shall not have the authority to
24 add to, subtract from or modify METRO's job descriptions/job analysis or to determine whether an
25 accommodation is reasonable or should be granted. Employees and METRO must reasonably
26 cooperate in any interactive process. [TA 10/11/2013]~~

27 **SECTION 4 – EXPEDITED ARBITRATION**

28 A. As an alternative to the arbitration procedure outlined in Section 2, the PARTIES

1 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
2 party may request an expedited arbitration process. At the time of the request, the party requesting an
3 expedited arbitration shall outline the process desired. The requested expedited arbitration process
4 may include, but is not limited to, some or all of the following characteristics as agreed by both

5 PARTIES:

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

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

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

1 limited to deciding whether there has been a violation of a provision of this AGREEMENT.

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

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

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 6: SENIORITY**

2 ***SECTION 1 – CALCULATING SENIORITY***

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

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

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

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

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

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

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

23 H. ~~Bus Supervisors and Rail Supervisors will have classification seniority, within the~~
24 ~~respective section (Bus or Rail), determined by the date of original qualification as a Bus or Rail~~
25 ~~Supervisor, whichever came first.~~ Bus Supervisors and Rail Supervisors will have separate
26 classification seniority, within the respective section (Bus or Rail). Bus Supervisor seniority will be
27 determined by the most recent date of hire as a Supervisor-in Training. [TA 6/28/2013, MOA
28 410U0912, TA 9/6/2013 amended]

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

5 J. An Employee who has had a non-disciplinary medical termination and who returns
6 to his/her same classification within ~~a year~~three years from the date of termination shall be reinstated
7 to the ~~position in~~seniority that s/he previously held. An Employee who has had a non-disciplinary
8 medical termination and who returns to his/her same classification beyond three years from the date
9 of termination will have his/her seniority in the job classification start on the date of his/her rehire.

10 This provision shall be effective on the date of execution of this AGREEMENT and shall not be
11 applied retroactively. [TA 9/6/2013]

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

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

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

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

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

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

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

28 E. An employee who returns to a UNION classification due to layoff after more than

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

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

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

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

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

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

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

21 **SECTION 4 – SENIORITY LISTS**

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

25 **B.** The UNION agrees to provide METRO with certified seniority lists by job
26 classification showing name(s) and seniority for picks, move-ups, promotions and layoffs; provided
27 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date
28 list of all new hires, showing their application times and dates and job classifications. METRO will

1 also provide a list of all terminations, retirements, promotions, demotions and transfers on at least a
2 monthly basis. The UNION will provide, as a courtesy to METRO, an explanation of any
3 discrepancies appearing on these lists.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 7: LAYOFF AND RECALL**

2 ***SECTION 1 – REASON FOR LAYOFF***

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

12 ***SECTION 2 – METHOD OF REDUCTION***

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

15 **B.** A laid-off employee who has attained regular status in another job classification
16 may displace a less senior Employee in such classification, provided that the laid-off employee has
17 obtained all necessary certifications to perform the duties of such classification. A position in the
18 highest-paying classification in which there is a less senior Employee and in which the employee
19 previously has attained regular status will be offered. No Employee shall be placed into a
20 classification from which the Employee has demoted or failed to complete the probationary period. A
21 laid-off Employee who exercises the right to return to a previous position will be reinstated to the
22 position in classification seniority order which s/he had previously held, except as provided in Article
23 6, Section 2, Paragraph E.

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

25 **A.** An Employee shall be eligible for reinstatement for 24 months following layoff
26 and shall be recalled to service in the order of his/her classification seniority. To be eligible for
27 reinstatement, a laid-off Employee must keep METRO informed of his/her current address.
28 METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to

1 the most recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO
2 within 15 days after such reinstatement offer has been mailed by METRO and report for work at the
3 time and place stipulated in the notice.

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

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 8: HOLIDAY**

2 ***SECTION 1- FULL-TIME TRANSIT OPERATORS, REVENUE COORDINATORS AND***
3 ***SUPERVISORS***

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

10 ***SECTION 2- PART-TIME TRANSIT OPERATORS***

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

13 New Year's Day	Memorial Day
14 Independence Day	Labor Day
15 Thanksgiving Day	Christmas Day

16
17 A PTO who works on a paid holiday shall receive holiday pay and pay for actual hours
18 worked.

19 ***SECTION 3 - OTHER EMPLOYEES***

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

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

27 ***SECTION 4 - DAYS OF OBSERVANCE***

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

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

4	New Year's Day	Labor Day
5	Martin Luther King Junior Day	Veterans Day
6	Lincoln's Birthday	Thanksgiving Day
7		
8	Presidents' Day	Mark McLaughlin Day (Day after Thanksgiving)
9		
10	Memorial Day	Christmas Day
11	Independence Day	

12 **SECTION 5 – PERSONAL HOLIDAY**

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

17 **B.** METRO must approve or deny the day selected. The following govern use of the
18 personal holiday: [\[TA 9/6/2013\]](#)

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

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

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

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

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

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

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

7 **SECTION 6 – SHIFT DIFFERENTIAL**

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

9 **SECTION 7 – ELIGIBILITY**

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

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

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

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

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

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

1 **ARTICLE 9: VACATION**

2 ***SECTION 1 – VACATION ENTITLEMENT***

3 A. Annual paid vacations shall be granted to eligible Employees based upon straight-
4 time hours paid during the preceding payroll year. Vacation accrual credit will be given to
5 Employees for unpaid time off granted by METRO to conduct official UNION business, except as
6 limited by Article 10, Section 3. ~~Full-time Employees shall continue to accrue vacation during~~
7 ~~unpaid leaves of absence up to a maximum of 40 hours during each payroll year.~~

8 B. Each ~~full-time~~ Employee shall accrue vacation according to the applicable accrual
9 rate, and be subject to applicable maximum biweekly vacation accruals, per Paragraph G.

10 ~~C. A PTO shall accrue vacation according to the applicable accrual rate, and be~~
11 ~~subject to the applicable maximum annual and maximum biweekly vacation accruals, per Paragraph~~
12 ~~G, starting with the first pay period after completion of one year of active service from his/her most~~
13 ~~recent date of employment as a Transit Operator, provided there has not been a break in service of~~
14 ~~more than seven calendar days. Service credit will be given for such year for determining future~~
15 ~~accrual rates. [TA 10/25/2013]~~

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

22 E. Active service shall not include unpaid leaves of absence which exceed 30
23 consecutive calendar days.

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

1 G. Vacation Accrual Table

2

3

4

5

Completed Years of Active Service	Vacation Hours Accrued Per Paid Straight-Time Hour	Maximum Hours Per Biweekly Pay Period Based on 80 Hours	Maximum Hours Accrued Per Year to Be Used in the Following Year	Maximum Days Accrued Per Year To Be Used in the Following Year
0-4	.0385	3.080	80	10
5-9	.0577	4.616	120	15
10-15	.0770	6.160	160	20
16	.0808	6.480	168	21
17	.0847	6.776	176	22
18	.0885	7.080	184	23
19	.0923 .0924	7.392	192	24
20	.0962	7.696	200	25
21	.1001	8.000	208	26
22	.1039	8.312	216	27
23	.1078	8.616	224	28
24	.1116	8.928	232	29
25+	.1154	9.232	240	30

10
11
12
13
14
15
16 [TA 6/28/2013, MOA 410U0311]

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

19 I. An Employee may take any vacation earned in a payroll year, in the next payroll
20 year.

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

23 K. A PTO, who becomes an FTO, may retain his/her vacation accrual. An FTO who
24 becomes a PTO ~~shall~~ may cash out any accrued hours remaining in his/her vacation balance. [TA
25 6/9/2014]

26 SECTION 2 – SCHEDULING VACATIONS

27 A. METRO will arrange with Employees to take their vacations during the calendar
28 year at such time as will minimize the necessity of calling substitutes to carry on regular work. When

1 a holiday, that an Employee, except a PTO, normally would have received, falls within his/her
2 vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in
3 Article 8, in lieu of holiday pay. METRO shall arrange vacations for Employees on such schedules as
4 will least interfere with the function of the division; but which accommodate the desires of the
5 Employees to the greatest degree feasible.

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

8 **SECTION 3 – SELECTION OF VACATIONS**

9 Procedures for use and selection of vacations are specified in individual Employee group
10 Articles of this AGREEMENT.

11 **SECTION 4 – VACATION CARRY OVER**

12 **A.** Following one full accrual year, an Employee may carry over vacation based on the
13 following schedule:

14

15 Completed Calendar Years of Service	16 Days Allowed To Carry Over Each Year	17 PTO Hours Allowed To Carry Over Each Year
18 1 - 4	2	6
19 5 - 9	3	12
20 10 - 14	4	20
21 14 +	5	30

22 In addition to the days listed above, a full-time Employee may carry over any fraction of a
23 day. An Employee who desires to carry over vacation time must make his/her request at the time
24 vacations are being scheduled.

25 **B.** The number of vacation days carried over shall not exceed the number of annual
26 vacation days for which the Employee is currently eligible. No PTO shall carry over more than the
27 number of hours listed in Paragraph A.

28 **C.** Any vacation that is accrued in excess of the allowable carryover amounts in
Article 9, Sections 1(G), 4(A), and 4(B) shall be considered “use it or lose it”. This means that any

1 vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be forfeited
2 and removed from the Employee's vacation balance, except as provided in Article 16, Section 7,
3 Paragraph F.

4 **D.** Except as otherwise provided in this AGREEMENT, an Employee desiring to use
5 accumulated carryover vacation which s/he has not picked may use up to two days per year in single-
6 day increments with the prior approval of his/her immediate supervisor. All other carryover vacation
7 must be used in blocks of five or more days and must be approved at least 30 days in advance.

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

11 **SECTION 5 – VACATION CASH OUT**

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

19 In Sales & Customer Services, a full-time Employee who has accrued more than 80
20 hours of vacation in a year may elect to cash out a portion of his/her vacation, provided s/he
21 picks a minimum of 80 hours of vacation. Once a year, during the November vacation pick,
22 an Employee may elect to cash out a minimum of eight hours up to a maximum of 60 hours in
23 a calendar year. Employees may elect to receive the cash out payment following the vacation
24 pick and/or following the first full payroll period in the next year, provided each payment is of
25 at least eight hours. Employees may only cash out vacation available for use at the time of the
26 cash out. At the November pick, METRO will notify each Employee of his/her vacation
27 balance as of the last payroll before the pick, and the amount s/he will receive at the beginning
28 of the next year. [TA 10/8/2013]

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

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

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

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

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

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

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

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

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***SECTION 1 – GENERAL***

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

12 ***SECTION 2 – BEREAVEMENT LEAVE***

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

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

26 ***SECTION 3 – UNION BUSINESS***

27 A. Pay for time granted to an Employee for a leave of absence to conduct UNION
28 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT

1 relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is on
2 UNION business leave to a maximum of 30 calendar days during each calendar year. For UNION
3 business leave in excess of the 30 calendar days, no benefits shall accrue (i.e., vacation and sick
4 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
5 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
6 shall be included only if the Employee was on UNION business leave the day preceding and the day
7 after the RDO/holiday.

8 **B.** METRO may authorize compensation for UNION Executive Board Officers who
9 are performing work-related business.

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

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

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

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

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

25 ***SECTION 4 – JURY DUTY***

26 **A.** Upon receiving notification to report to serve on jury duty, jury panel or jury test,
27 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
28 duty and submits proof of report for same, s/he shall receive time off with pay at his/her regular rate

1 of pay for his/her regular assignment, not to exceed eight hours per day for each day served.
2 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for
3 travel expenses may be retained by the Employee.

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

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

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

17 ***SECTION 5 – MILITARY LEAVE***

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

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

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

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

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

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

3 **SECTION 6 – MATERNITY/PATERNITY LEAVE**

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

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

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

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

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

2 A. An Employee may take up to a combined total of 18 weeks of unpaid leave for
3 his/her own serious health condition (as defined by the King County Personnel Guidelines), or for
4 family reasons as provided for in Section 9, Paragraph A, within a twelve-month period. To be
5 eligible for leave under this Section, an Employee must have been employed by King County for
6 twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months.
7 However, PTOs and Assigned Employees shall be eligible for leave under this Section if they have
8 been employed by King County for twelve months or more and have worked a minimum of 510 hours
9 in the preceding twelve months. The leave may be continuous (consecutive days or weeks), or
10 intermittent (taken in whole or partial days as needed).

11 B. Intermittent leave is subject to the following conditions:

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

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

21 **SECTION 9 – LEAVE USAGE**

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

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

1 the preceding twelve months.

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

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

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

9 B. Accrued leave usage:

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

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

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

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

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

26 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
27 concurrently to the extent permitted by law.

28 **SECTION 11 – WITNESS LEAVE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

1 **ARTICLE 11: SICK LEAVE**

2 ***SECTION 1 – PROCEDURES***

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

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

25 B. Absences for sick leave must be reported at least 30 minutes before the Employee
26 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
27 report will be considered unexcused and will not be changed to an excused absence unless such
28 Employee can submit verification from a licensed practitioner that s/he or his/her child received

1 medical treatment and the Employee was unable to report the absence as required. Payment will be
2 made only when the Employee, child, or qualifying family member is sick.

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

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

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

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

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

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

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

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

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

17 K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
18 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
19 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
20 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
21 under the 250-hour threshold as the result of an illness/injury.

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

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

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

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

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

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

13 D. No payment of accrued sick leave will be made to an Employee who leaves
14 METRO for any other reason. [TA 9/10/2013]

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

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

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

23 **SECTION 4 – USE OF AC TIME**

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

27 **SECTION 5 – RESERVE SICK LEAVE**

28 FTOs employed as of November 1, 1977, were credited with a balance of sick leave known as

1 reserve sick leave. Such reserve sick leave may be used only for an illness during which the FTO is
2 hospitalized as an inpatient for at least 24 hours. No sick leave shall be transferred from such reserve
3 account to the active account. All regular sick leave in the active account must be exhausted before
4 sick leave in the reserve account may be used. The provisions of Section 3, Paragraph C shall apply
5 to reserve sick leave.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 12: BENEFITS**

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

3 ***BENEFITS***

4 A. King County presently participates in group medical, dental, vision, life, and long-
5 term disability insurance benefit programs. These programs, and the level of METRO premium
6 contribution to these programs is determined by the Joint Labor-Management Insurance Committee
7 (JLMIC). The JLMIC is comprised of representatives from King County and its labor unions. The
8 Committee’s function shall be to review, study and make recommendations relative to existing
9 medical, dental, vision, life, and long-term disability insurance programs. King County agrees to
10 continue the JLMIC.

11 B. All full-time Employees, part-time and assigned Employees who are regularly
12 scheduled to work half time or more, and their dependents will be covered by the medical, dental,
13 vision, life, and long-term disability plans developed by the JLMIC. METRO agrees to maintain the
14 level of benefits as provided by these plans and pay premiums as described in these programs through
15 ~~2012~~2016. Benefits for ~~2013~~2017 will be the same unless modified by the JLMIC, in which case the
16 UNION may negotiate alternative benefits. [TA 7/11/2013]

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

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

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

27 F. For the purposes of this AGREEMENT, “half-time” shall mean 20 paid hours per
28 week. Eligibility requirements for part-time and on-call Employees will be defined by policy

1 mutually developed and agreed by the PARTIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12 1. The armed robbery, theft or assault occurs while the Employee is at work;
13 and,
14 2. The property was in the personal possession of the Employee at the time of
15 the theft or robbery or, in the case of Transit Operators, the property was on the coach and was not
16 left unattended, except when the Operator was required to leave the driver’s compartment to attend to
17 official METRO duties; and,
18 3. The Employee makes a robbery, theft or assault report to the Police
19 Department; and,
20 4. The Employee files a claim with METRO and provides receipted bills to
21 substantiate that replacements have been purchased or repairs made.

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

Item	Maximum Value
Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag	\$55.00
Purse	\$35.00
Driver’s License	replacement
Employee Transit Pass	replacement

Prescription Eyeglasses \$200.00

[TA 9/10/2013]

SECTION 8 – TRANSIT PASS

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

SECTION 9 – WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE

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

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

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

The percentage shall be as follows:

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

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

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

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

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

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

3 2. Notify METRO’s Workers’ Compensation Office of other employment or
4 compensation received while being paid workers’ compensation.

5 3. Be available for medical treatment and/or vocational rehabilitation,
6 consultation, or services.

7 4. Accept alternative work assignments which are offered by METRO and
8 which meet medical restrictions identified by the Employee’s physician. METRO shall contact the
9 Employee’s physician if identified restrictions require clarification.

10 5. Maintain eligibility for workers’ compensation under state regulations.

11 6. When notified at least 48 hours in advance, attend all meetings and
12 independent medical examinations scheduled by METRO concerning the Employee’s status or claim,
13 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
14 METRO’s Worker’s Compensation staff or the Employee’s immediate supervisor at least 24 hours
15 prior to such meeting or examination.

16 7. If records indicate two “no shows” for scheduled medical or vocational
17 services, supplemental payments may be terminated, provided such Employee and the UNION are
18 notified seven days in advance.

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

22 **E.** If an Employee exhausts supplemental payments, s/he may use sick leave, vacation
23 leave or AC time in lieu of METRO’s supplemental payments, as provided in Paragraph B. If such
24 Employee is working an alternative work assignment, such payments will be at the hourly rate of the
25 alternative work assignment.

26 **F.** Each Employee, who files a claim for workers’ compensation, will be provided a
27 copy of the rules in this Section.

28 **G.** If an Employee is required by METRO to be cleared by the Workers’

1 Compensation Office before returning to work, but s/he is not on pay status or receiving
2 compensation from any source including short-term or long-term disability, such Employee will
3 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be
4 paid an additional one hour of straight-time pay.

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

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

12 ***SECTION 10 – LEGAL DEFENSE***

13 Whenever an Employee is named as a defendant in civil action arising out of the performance
14 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
15 shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee,
16 furnish counsel to represent such Employee to a final determination of the action, without cost to such
17 Employee.

18 ***SECTION 11 – COMMERCIAL DRIVERS LICENSE***

19 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
20 who are required to have a CDL, all Supervisors, and Utility Service Workers per Article 17, Section
21 2, Paragraph D.

22 ***SECTION 12 – GENERAL CONDITIONS***

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

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

27 **C.** METRO shall not make its monthly contribution for medical, dental, group life
28 insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence

1 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
2 medical leave laws or Article 10, Section 3, Paragraph B.

3 **SECTION 13 – ACCUMULATED COMPENSATORY TIME**

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

6 B. Except as provided in Paragraph C, and in Article 18, Section 10, Paragraph G,
7 each full-time Employee may choose to receive AC time instead of cash for all work performed at the
8 overtime rate. An Employee will notify METRO of such choice by filing a METRO form on or
9 before the first day of the pay period affected by the change.

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

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

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

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

20 **SECTION 14 – RETIREMENT ACKNOWLEDGEMENT**

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

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

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

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

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

8 ***SECTION 2 – REGULAR DAYS OFF***

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

10 ***SECTION 3 – HOLIDAYS***

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

18 ***SECTION 4 – PERSONAL HOLIDAY***

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

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

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

24 ***SECTION 6 – BEREAVEMENT LEAVE***

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

1 and/or vacation per workday for up to three additional days.

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

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

7 **SECTION 8 – SICK LEAVE**

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

10 **SECTION 9 – DISABILITY**

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

14 **SECTION 10 – OVERTIME**

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

18 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

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

1 **ARTICLE 14: RATES OF PAY**

2 ***SECTION I – WAGE RATES AND WAGE PROGRESSIONS***

3 A. Effective on the start of the pay period that includes November 1, 2010, the top
4 hourly wage rate for each job classification will be as shown in Exhibit A. These wages shall be
5 effective until the pay period that includes October 31, 2011.

6 B. Wage progressions are as follows:

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

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

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

28 4. PTOs will have five step increments as follows: first step will be 70% of

1 C. For the cost-of-living adjustment on the pay period that includes November 1,
2 2011: the top step of each job classification shall be 90% of the number determined by the formula in
3 Paragraph B times the base wage for such classification. For the cost-of-living adjustment on the pay
4 period that includes November 1, 2012: the top step of each job classification shall be 95% of the
5 number determined by the formula in Paragraph B times the base wage for such classification. Such
6 adjustments shall never result in a wage reduction. The base wage for each classification for the cost
7 of living adjustments, shall be the top step wage in effect October 1, each year, for that classification.
8 Other steps in the wage progression for each classification will be recalculated according to Section 1,
9 based on the adjusted top step.

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

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

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

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

23 **SECTION 4 – FLSA REQUIREMENTS**

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

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

1 scheduled workweek.

2 **SECTION 5 – DEMOTION**

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

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

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

11 B. There will be four kinds of FTOs:

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

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

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

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

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

24 1. A Group D Operator will be paid his/her normal hourly rate. A Group D
25 Operator may select ~~either a part-time assignment or~~ a position on the Extra Board with restricted
26 availability of days and times. [TA 11/19/2013]

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

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

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

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

8 ~~6. A Group D Operator who works a weekday tripper:~~

9 ~~a. Must declare his/her intention to pick a Group D tripper position 14~~
10 ~~days prior to the first day of PTO pick.~~

11 ~~b. Will have the same guarantees as a PTO for each tripper assignment~~
12 ~~worked.~~

13 ~~c. Will work on holidays when his/her picked assignment is scheduled~~
14 ~~to be in service. On Sunday schedule holidays, s/he will be limited to working his/her picked~~
15 ~~assignment only.~~

16 [TA 11/19/2013]

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

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

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

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

26 d. Must meet Extra Board Operator qualification requirements.

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

1 **87.** Group D will be administered according to guidelines mutually developed
2 and agreed by the PARTIES.

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

6 **D.** “Loader” shall refer to an FTO who picks, or is assigned on the Extra Board, the
7 task of ~~selling passage~~collecting/checking fares; but who does not drive the conveyance for which the
8 ~~passage is sold~~fares are used. [TA 9/13/2013]

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

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

11 **B.** METRO will not reduce the number of FTOs below 1,223. In the event of a layoff,
12 all PTOs shall be laid off prior to the layoff of any FTO, provided that for every two PTOs laid off
13 due to a substantial reduction of funds or ridership, METRO may, at its discretion, reduce the daily
14 guarantee of one FTO position to five hours. Any PTO who has prior status as an FTO and who is
15 laid off will go to the layoff list, not to an FTO position. FTOs will pick ~~such~~-reduced-guarantee
16 ~~positions-work~~ by seniority in the normal FTO pick process. FTOs selecting a ~~reduced-guarantee~~
17 ~~position-work~~ will have two consecutive RDOs and will pick an assignment with a guaranteed paid
18 time of five hours for each of their regular work days. FTOs selecting a reduced-guarantee position
19 will be paid at the overtime rate for all time worked in excess of eight hours in a day and for all time
20 worked in excess of 40 straight-time hours in a workweek. Nothing herein shall be construed as
21 giving METRO the authority to reduce any other right or benefit of affected FTOs. Reinstatement of
22 the eight-hour daily guarantee shall be in seniority order on the same one-for-two basis as the
23 reduction, when the PTO positions vacated by the layoff are filled. [TA 6/28/2013, MOA 410U1311-
24 **Technical Correction; TA 9/10/2013]**

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

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

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

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

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

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

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

10 **SECTION 3 – GENERAL CONDITIONS**

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

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

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

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

27 E. During a shakeup, the start or quit time of an FTO's assignment may be altered by
28 up to 30 minutes. An assignment may be altered by more than 30 minutes if all Operators regularly

1 assigned to that route/run agree to the alteration. Pay time will be adjusted based on the alteration.

2 [TA 6/5/2014]

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

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

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

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

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

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

25 [TA 11/19/2013]

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

1 the Coordinator. METRO agrees to review routes or assignments identified by the UNION as having
2 a pattern of insufficient ~~layover-break~~ time. [TA 11/19/2013]

3 **IK.** In order to provide reasonable breaks, METRO shall schedule at least one 15-
4 minute layover in assignments over five hours in length, METRO shall schedule ~~and either~~ an
5 additional 15-minute layover or one 30-minute layover in weekday assignments over eight hours in
6 length. When an Operator working an assignment finds it does not provide reasonable break time, the
7 Operator should notify METRO of such by filing a service report. "Length" equals report, travel and
8 platform time, but does not include bonus time. [TA 11/19/2013]

9 **JL.** An Operator may voluntarily install/remove chains if needed.

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

13 **LN.** Each day at each base, METRO guarantees that for every 45 FTOs normally
14 scheduled to work on that day at that base, rounded to the nearest 45, one FTO from the day off book
15 shall be excused from his/her assignment. However, the guarantee shall be a minimum of one each
16 day for any base with FTOs and for the System Board. These guarantees shall not apply in the case of
17 an extreme emergency. [TA 6/5/2014]

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

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

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

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

27 **NP.** Candidates for Bus Supervisor-in-Training positions shall be selected from
28 METRO FTOs, Rail Operators, Streetcar Operators and Rail Supervisors, who were not previously

1 Bus Supervisors. Operator candidates must have at least two and one-half years of full-time bus
2 driving service in the five years preceding the closing date for applications.

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

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

13 **SECTION 4 – RUNS**

14 **A.** There shall be two types of FTO runs.

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

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

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

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

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

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

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

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

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

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

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

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

14 **SECTION 5 – OPERATOR PICKS**

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

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

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

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

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

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

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

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

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

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

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

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

21 **L.** An FTO picking the System Board will select a position on the Day Board at each
22 of the operating bases, except that the FTO may select one suburban area (North, East/Bellevue, or
23 South) for which the FTO does not have to select a board position; the number of exemptions for
24 each region will be limited to no more than one-half of the total number of System Board Operators.
25 System Board Operators will select an RDO combination which will be the same for every base at
26 which they work. System Board Operators will indicate their assignment priority for each base. The
27 maximum number of System Board positions posted will be ~~25~~35. In no case will METRO assign
28 more than ~~13~~18 System Board Operators to any operating base per pay period, with one exception,

1 that being Atlantic Base during the first three pay periods of each payroll year. In order to be eligible
2 to pick the System Board, an operator must have worked at least 85% of his/her scheduled
3 assignments during the 16 week period ending three weeks prior to the pick. For purposes of this
4 calculation, vacation and AC time taken will be considered as time worked. [TA 10/16/2013]

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

9 N. UNION representatives shall be present during picks.

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

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

17 Q. Group D Operator vacations will be selected at the FTO pick. ~~A Group D~~
18 ~~Operator working a PTO assignment shall waive his/her right to select assignments at the FTO pick~~
19 ~~and shall select his/her assignment, by seniority, after all PTOs have picked. S/he may exercise the~~
20 ~~right to submit a current work restriction form.~~ [TA 11/19/2013]

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

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

1 base whose RDO falls on the holiday.

2 **SECTION 6 – MOVE-UPS**

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

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

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

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

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

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

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

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

22 **SECTION 7 – SELECTING VACATIONS**

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

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

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

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

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

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

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

14 H. With METRO approval, an Operator may use his/her accumulated carry-over
15 vacation, which s/he has not picked, in single day increments. [TA 10/1/2013]

16 **SECTION 8 – EXTRA BOARD**

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

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

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

1 this Section.

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

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

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

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

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

- 12 1) Straight day runs which quit at 8:00 p.m. or earlier.
13 2) Day reports which have a quit time of 10:00 p.m. or earlier
14 as determined by a 13-hour spread.
15 3) Combos which quit at 8:00 p.m. or earlier.
16 4) Tripper combinations which quit at 8:00 p.m. or earlier.
17 5) Tripper and report combinations which have a latest quit
18 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
19 6) Special work which has an estimated quit time of 8:00 p.m.
20 or earlier.

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

- 22 1) Runs which quit later than 8:00 p.m.
23 2) Reports which have a quit time later than 10:00 p.m., as
24 determined by a 13-hour spread.
25 3) Combos or other combinations of work which quit later than
26 8:00 p.m.
27 4) Special work which has an estimated quit time of later than
28 8:00 p.m.

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

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

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

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

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

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

16 **a.** A run will be assigned before a report.

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

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

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

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

1 or less will be paid straight-through. To be paid, an Operator must submit complete and accurate
2 reports.

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

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

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

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

27 11. Any Extra or System Board Operator who receives an assignment out of
28 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-

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

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

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

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

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

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

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

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

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

1 Operator.

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

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

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

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

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

19 **2.** Work assigned to volunteer Inter-base Transfer Operators will be in the
20 following sequence: **Combos; then early quit relief runs with a quit time from 8:01 p.m. to 9:59 p.m.;**
21 **and then late day runs with quit time from 6:01 p.m. to 8:00 p.m. [TA 11/19/2013]**

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

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

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

28 **K.** Except as provided in Paragraph J, no Extra Board Operator will be required to

1 qualify on routes not regularly assigned to his/her operating base.

2 ~~L. System Board Operators will not be assigned to Report during the daily assignment~~
3 ~~process.~~ [TA 10/16/2013]

4 **SECTION 9 – REPORT OPERATORS**

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

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

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

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

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

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

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

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

1 Operator may be released or assigned to further duties. If report time and tripper time are
2 consecutive, report time will be used to make up the tripper guarantee. Report time will stop at the
3 beginning of pay time.

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

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

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

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

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

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

28 **O.** Should an Operator who has picked a regular report, and another Operator who has

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

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

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

10 METRO will attempt to maximize straight-time paid work hours for such Operator.

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

17 ***SECTION 10 – OVERTIME***

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

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

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

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

- 4 1. Extra Board Operators on regular workday, within spread.
- 5 2. Extra Board Operators and Report Operators on an RDO.
- 6 3. Regular Operators on regular workday.
- 7 4. Regular Operators on an RDO.
- 8 5. Extra Board Operators on regular workday voluntarily exceeding their
9 spread time, except as provided in Section 3, Paragraph O.
- 10 6. Extra Board Operators on regular workday and Report Operators who have
11 reverted to their positions on the Extra Board, forced in inverse order of seniority.

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

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

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

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

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

28 **J.** METRO shall post 275 weekday and Saturday overtime trippers each week, for

1 selection at pick according to the following:

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

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

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

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

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

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

22 ***SECTION 11 – SPECIAL ALLOWANCES***

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

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

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

1 shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid
2 for the first report of each accident involving a collision with another vehicle in which both vehicles
3 are moving or in any collision with a pedestrian. [TA 6/28/2013, MOA 410U1311-Technical
4 Correction]

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

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

15 D. An FTO who is not on report shall be paid a minimum of one hour straight-time
16 pay for a coach change, if dispatched from an operations base. [TA 9/13/2013]

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

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

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

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

28 I. Each FTO, who works a combo or frag having a spread longer than 10-1/2 hours,

1 and who would not be paid at the overtime rate under the provisions of this AGREEMENT, shall be
2 paid spread pay to increase the rate of pay to time and one-half for time in excess of 10-1/2 hours.

3 **J.** Road relief travel time shall be paid at the applicable rate based upon the maximum
4 time required for travel from the base to a relief point during the applicable period of the day as
5 **determined by a mutually agreed method. [TA 10/11/2013]**

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

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

12 **M.** System Board Operators will receive ~~\$2.00~~7% per hour premium pay for all hours
13 worked. **[TA 10/16/2013]**

14 **SECTION 12 – QUALIFICATION**

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

25 **B.** An Extra Board Operator must be qualified on six major routes by the effective
26 date of shake-up and on all major routes at his/her picked base within 30 days after the effective date
27 of the shake-up. A System Board Operator must be qualified on three major routes, determined by
28 METRO, at each picked base by the effective date of shake-up and on all other major routes, within

1 60 days after the effective date of the shake-up. A “major route” shall mean a route or route group
2 which has at least 40 hours per weekday of scheduled platform time at a specific base. After being
3 given seven-days’ notice, an Operator not qualified on routes, as required in this AGREEMENT, may
4 lose his/her daily guarantee and may not be permitted to work until s/he complies with the
5 qualification requirements specified in this AGREEMENT. If a base does not have six major routes,
6 then any Extra Board Operator at that base must qualify on at least six routes, including all major
7 routes by the effective date of the shake-up. If the base does not have six routes s/he must qualify on
8 all routes at the base.

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

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

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

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

28 **G.** An Extra or System Board Operator who would receive a combo or tripper

1 assignment in his/her normal sequence may be taken out of sequence and given an assignment which
2 allows time for qualifying on routes. Such Operator will not be assigned a straight run when taken
3 out of sequence to qualify.

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

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

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

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

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

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

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

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

26 **SECTION 13 – UNIFORMS**

27 **A.** Upon completion of training and after qualification, a newly hired Operator shall
28 be issued four shirts, three pairs of pants/shorts, one sweater, and one parka. Thereafter, the uniform

1 allowance shall be available annually on the Operator's anniversary date.

2 **B.** A uniform allowance of twelve times the top step Transit Operator wage rate on
3 January 1 of each year shall be available annually on each Operator's qualification date. The uniform
4 allowance may be used only to purchase authorized uniform items. An Operator who does not pick
5 an assignment and who is not required to be in uniform **for the entire shake-up** will have his/her
6 uniform allowance for the following year reduced by one-third of the annual allowance for each
7 shake-up on such status. **[TA 9/13/2013]**

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

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

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

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

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

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

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

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

7 ***SECTION 2 – SPECIAL CONDITIONS***

8 **A.** METRO shall offer all new FTO positions to qualified PTOs, provided there are
9 sufficient qualified applicants. Seniority shall determine the order of selection, provided the PTO’s
10 most recent twelve-month work record does not exceed METRO’s probationary standards for PTOs,
11 with the exception that a minor infraction that does not result in discipline as defined in this
12 AGREEMENT will not be used in determining the PTO’s qualification. PTOs with less than one
13 year of service will be evaluated on a pro-rated probationary standard. A major infraction within the
14 24 months preceding the offer may result in disqualification.

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

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

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

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

26 ***SECTION 3 – GENERAL CONDITIONS***

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

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

6 **SECTION 4 – WORK ASSIGNMENTS**

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

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

15 **C.** PTOs shall not work runs, portions of runs, reports, specials, standbys, or extras
16 except as identified in Paragraph ~~F.5F.4.~~ [\[TA 11/19/2013\]](#)

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

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

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

28 **1.** DTAs must:

1 a. Not exceed six hours and forty minutes in total pay time including
2 report and travel time.

3 b. Contain no more than one split.

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

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

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

9 4. No layoffs or reductions in hours will occur as a result of this Paragraph.
10 The conditions of this Paragraph will not be construed as full utilization of PTOs.

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

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

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

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

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

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

28 5. If work is assigned out of normal rotation, the PTO who should have

1 received the assignment will receive pay equal to the difference in the amount of pay s/he would have
2 received had s/he worked the appropriate tripper, or pay for the assignment actually worked,
3 whichever is greater.

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

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

14 ***SECTION 5 – OPERATOR PICKS***

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

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

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

24 **D.** A UNION representative shall be present during picks.

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

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

3 **SECTION 6 – MOVE-UPS**

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

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

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

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

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

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

16 A. PTOs shall be subject to the vacation rights and responsibilities outlined in Article
17 9. ~~A-Each~~ PTO who has completed twelve months of service shall be guaranteed an annual leave of
18 absence of up to ~~20-five~~ days. ~~until such time as s/he is eligible to pick vacation, and thereafter ten~~
19 ~~days leave. However, a PTO who has more than twelve months of service but who is not eligible to~~
20 ~~take a vacation during the calendar year shall continue to be eligible for up to 20 days of unpaid~~
21 ~~leave.~~Any PTO who has previously retired from METRO will be eligible to pick an annual leave of
22 absence of up to ten days. [TA10/25/2013]

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

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

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

3

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

4
5
6
7
8
9
10

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

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

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

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

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

27 **H.** Vacation/leave trippers will be posted for pick twelve days prior to the start date.
28 PTOs will be assigned to vacation/leave work by a rotating seniority bid system. Bids for

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

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

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

16 **SECTION 8 – OVERTIME**

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

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

22 **SECTION 9 – SPECIAL ALLOWANCES**

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

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

27 **SECTION 10 – QUALIFICATION**

28 **A.** The provisions of Article 15, Section 12, Paragraphs A, D, E, J and L, shall also

1 apply to PTOs.

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

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

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

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

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

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

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

21 ***SECTION 11 – UNIFORMS***

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

24 ***SECTION 12 – VASHON ISLAND SERVICE***

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

27 1. The PTO hired prior to January 1, 1990, to operate Vashon assignments is
28 grandfathered onto Vashon assignments and will not be bumped from Vashon assignments due to his

1 seniority. If such Operator voluntarily chooses work other than Vashon assignments, he will forfeit
2 all rights to grandfathered status.

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

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

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

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

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

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

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

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

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

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

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

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

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

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Vehicle Maintenance Employees” shall mean all Employees in the following job
4 classifications:

- 5 • Assistant Utility Service Worker
- 6 • Electronic Technician
- 7 • Equipment Dispatcher
- 8 • Equipment Painter
- 9 • Equipment Service Worker – Stores Driver
- 10 • Equipment Service Worker
- 11 • Lead Electronic Technician
- 12 • Lead Equipment Painter
- 13 • Lead Equipment Service Worker
- 14 • Lead Maintenance Machinist
- 15 • Lead Mechanic
- 16 • Lead Sheet Metal Worker
- 17 • Lead Transit Parts Specialist
- 18 • Lead Purchasing Specialist
- 19 • Lead Vehicle Upholsterer
- 20 • Maintenance Machinist
- 21 • Mechanic
- 22 • Mechanic Apprentice
- 23 • Metal Constructor
- 24 • Millwright
- 25 • Paint Preparation Technician
- 26 • Purchasing Specialist
- 27 • Purchasing Specialist-NRV
- 28 • Senior Stores Clerk

- 1 • Sheet Metal Worker
- 2 • Transit Parts Specialist
- 3 • Utility Service Worker
- 4 • Vehicle Damage Estimator
- 5 • VM Technical Information Process Specialist III
- 6 • VM Technical Information Process Specialist III - Stores
- 7 • Vehicle Upholsterer

8 **SECTION 2 – GENERAL CONDITIONS**

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

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

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

16 D. A Utility Service Worker (USW) who agrees to drive a vehicle in the performance
17 of his/her fundamental duties, who acquires a Washington state Class B CDL, and who successfully
18 completes METRO's driver training, will have an additional \$1.00 per hour added to his/her base
19 USW wage rate for all hours worked. Such Employee also will be subject to METRO's Accident
20 Point System and federally mandated random drug/alcohol tests. A USW who is earning a \$.70
21 premium as of November 1, 2004, and who fails to get a CDL will continue to be paid the \$.70
22 premium as long as s/he continues in that classification. A USW who fails to maintain his/her CDL
23 shall lose his/her premium pay.

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

27 F. In addition to the conditions listed in Article 6, Section 3, METRO shall post all
28 opportunities for Vehicle Maintenance detail/special projects, In-Plant Bus Inspectors and any long-

1 term upgrade opportunities for a minimum of ~~20~~ten days and provide the UNION with copies of all
2 postings. If more than one person is needed for the special assignment, those wishing to apply who
3 meet ~~the~~all qualifications of METRO will be placed in a pool, in seniority order, and be rotated
4 through the position. [TA 9/18/2013] The posting obligation shall be triggered when the facts and
5 circumstances indicate that a vacancy will be filled for 60 days or longer by detail or temporary
6 appointment. In the interim, METRO may fill the work consistent with the AGREEMENT, until the
7 Employee is selected from the posting process. [TA 11/20/2013]

8 **SECTION 3 – WORK ASSIGNMENTS**

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

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

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

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

20 E. Should it become necessary to alter a shift during a shake-up and such alteration
21 imposes a serious hardship on an Employee, or should an Employee have a serious hardship or
22 request for accommodation, which requires an alteration in the start or quit times of a shift, such
23 Employee may request that METRO consider their request. METRO will then contact the UNION to
24 review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of
25 the PARTIES.

26 F. For holiday work assignments, METRO will determine the staffing needs for each
27 shift. When METRO has determined which classifications will be required to work, Employees in
28 those classifications will be offered the holiday assignment in seniority order, first to Employees that

1 are scheduled to work that day as part of their regular work assignment. If after offering the holiday
2 assignment, by seniority, to Employees who are regularly scheduled to work that day and there are
3 more assignments available, it will then be offered to Employees on their RDO until assignments are
4 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
5 Employees that are scheduled to work that day as part of their regular work assignment.

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

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

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

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

14 **3.** All language in this Section which applies to rovers, also will apply to
15 volunteers.

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

20 **C.** These rovers will be used by the immediate supervisor to the best advantage of
21 METRO. METRO retains the right to change the assignment of any rover to any combination of
22 base, shift, or RDO.

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

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

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

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

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

8 **SECTION 5 – LEAD EMPLOYEES**

9 A. When a permanent vacancy occurs within a Lead classification, the position ~~will~~
10 shall be filled by a recruitment. Applicants ~~must~~ shall be current Employees in the classification
11 being led and must have, as of the last day applications are accepted, a minimum of two years
12 experience in that classification at METRO. [TA 9/18/2013]

13 B. Lead Employees shall be selected on the basis of ability, training, education,
14 experience, and job performance as determined by appropriate testing procedures and/or evaluations
15 which will be developed with input from the Leads and the UNION. Among Employees determined
16 to be equally qualified by METRO, seniority shall be the deciding factor. [TA 9/18/2013]

17 C. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
18 ~~differential~~ premium above the top step of the existing wage rate and any shift differential of the
19 classification for which s/he serves as a Lead. Lead pay shall be calculated as follows: regular hourly
20 rate, plus shift differential, plus 10%. [TA 10/30/2013]

21 D. Lead Employees have the responsibility of coordinating the work of the Employees
22 to whom they are assigned to provide lead direction. Lead Employees assign job tasks and direct
23 Employees' efforts to ensure that work gets done effectively while treating all Employees with
24 respect and in a fair and consistent manner. A Vehicle Maintenance Lead shall be considered a
25 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
26 of the classification s/he is leading.

27 E. No Lead Employee will discipline (as defined in Article 4, Section 2, Paragraph A)
28 other Employees or perform formal Employee evaluations. No Employee acting as or upgraded to

1 Chief shall issue discipline to other Employees or perform formal evaluations. [TA 9/18/2013]

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

6 G. A Lead Employee may resign his/her Lead position at any time. The Employee
7 will remain in the position until METRO is able to replace him/her, generally with a regular
8 appointment. [TA 9/18/2013]

9 **SECTION 6 – PICKS AND MOVE-UPS**

10 A. Three times each year except at NRV, consistent with Transit Operator picks,
11 when a facility opens or closes, or when METRO schedules a system-wide pick, the number of
12 Employees required on each shift at each base shall be posted. NRV positions for Mechanic, Lead
13 Mechanic, and Transit Parts Specialist will be picked once each year at the first pick of each year.
14 [TA 6/28/2013, MOA 410U1311-Technical Correction]

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

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

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

28 C. Copies of the pick schedules and shifts will be posted ten days prior to the start of

1 the pick by METRO at all Vehicle Maintenance work locations. Should any modifications to the pick
2 schedules and shifts occur after the posting, METRO will notify the UNION before the modification
3 is posted. No changes will be made less than five days prior to the pick.

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

8 **E.** UNION representatives for Vehicle Maintenance will be present and facilitate the
9 pick.

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

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

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

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

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

8 **SECTION 7 – VACATION SELECTION**

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

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

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

16 **D.** If at the time of vacation pick an Employee's vacation leave accrual is not evenly
17 divisible into full week 40-hour blocks, an Employee may elect to pick a full week 40-hour block or
18 an additional such block when the remainder of the Employee's accrued leave, including vacation and
19 Personal Holiday rollover, is equal to or greater than 24 hours at the time of the pick. This provision
20 also applies to newly hired or rehired Employees if they have not yet accumulated 40 hours of
21 vacation leave.
22

23 **E.** In order to use the blocks, Employees must have the time available at the time the
24 vacation is to be used. That time can be in the form of vacation leave, Accumulated Compensatory
25 time, or Personal Holiday. Employees who have otherwise used their leave time prior to the dates
26 picked for vacation shall not be permitted to use any time chosen for which they do not have available
27 leave. Employees will not be allowed leave without pay (LWOP) to cover for days they selected but
28

1 for which they do not have the accruals available on the day requested, except with the express
2 written consent of Metro in accordance with Article 10, Section 1 of the labor agreement. If such
3 written consent is not granted, these Employees will be expected to be at work on their normal shift.

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

10 **G.** A Vehicle Maintenance Employee may otherwise use vacation in increments of one or
11 more hours, provided he/she has vacation available and subject to advance approval by his/her
12 supervisor.

13 ~~————— **A.** Vacations will be picked by classification, system wide once each year no later
14 than March 15th.~~

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

19 ~~————— **C.** Vacation may be selected in blocks of one or more full weeks. The selection of
20 vacations by Vehicle Maintenance Employees shall be extended over the entire calendar year. An
21 Employee who takes his/her vacation in two or more blocks shall select the second block of his/her
22 vacation after all Employees in his/her classification have made their first selection; his/her third
23 selection after all Employees in his/her classification have made their second selection; etc., until all
24 blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
25 Employee's RDOs.~~

26 ~~————— **D.** A Vehicle Maintenance Employee may use vacation in increments of one or more
27 hours, provided s/he has vacation available and subject to advance approval by his/her immediate
28~~

1 ~~supervisor.~~[TA 6/28/2013, MOA 410U2910]

2 **SECTION 8 – OVERTIME**

3 A. All hours worked in excess of eight in the scheduled workday or work on an
4 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
5 time rate of pay for the classification for actual overtime hours worked.

6 B. An overtime assignment of four hours or less ~~will~~shall be offered within a base,
7 shift and job classification, by seniority to qualified Employees who are working the shift preceding
8 or succeeding the shift where the work is to be performed. [TA 9/18/2013]

9 C. An overtime assignments of more than four hours ~~will~~shall be offered within a
10 base, shift and job classification, by seniority, to qualified Employees (including Lead and Apprentice
11 Employees in accordance with Article 17, Section 5, Paragraph F and Article 17, Section 8, Paragraph
12 N), including Employees on an RDO before it is split into smaller pieces. [TA 9/18/2013]

13 ~~————— D. An overtime assignment of eight hours will first be offered within base, shift and~~
14 ~~job classification, by seniority, to qualified Employees who are on an RDO before it is split and~~
15 ~~offered in smaller pieces. [TA 9/18/2013]~~

16 D. With at least two hours notice to an Employee, METRO may cancel an overtime
17 assignment in its entirety. [TA 9/18/2013]

18 E. In all classifications, should no Employee accept the overtime assignment, it may
19 be assigned by inverse seniority. If the least senior Employee is not qualified or reasonably available,
20 the overtime may be assigned to the next least senior Employee.

21 F. Overtime in the classification of Transit Parts Specialist (TPS) ~~will~~shall be offered
22 by seniority within the base. Unplanned overtime in blocks up to four hours ~~will~~shall be offered to
23 the senior TPS on the preceding or succeeding shift. All overtime assignments of four hours or more
24 or those that are preplanned, ~~will~~shall be offered by seniority within a base to qualified TPSs.
25 Should no TPS at the base accept the overtime assignment, it ~~will~~shall be offered by seniority system
26 wide to an available TPS. [TA 9/18/2013]

27 ~~G. An Employee who is scheduled for paid time off and who is interested in working~~
28 ~~on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her~~

1 ~~immediate supervisor, who will sign and date acknowledgement of receipt. Holidays connected to~~
2 ~~these RDOs also require this notice. For overtime assignment, s/he will be considered in seniority~~
3 ~~order in accordance with Paragraphs C and D.~~ An Employee who does not want to be offered overtime
4 opportunities on his/her RDOs preceding or succeeding any paid time off or holidays must provide
5 written notice to his/her immediate supervisor. This provision does not apply to forced overtime. An
6 Employee shall not be eligible to work overtime on RDOs between his/her consecutive vacation
7 blocks. [TA 9/18/2013]

8 H. Mechanics who have picked CSC workgroups as identified on the pick, will be
9 offered overtime by shift, by seniority, within the following two workgroups:

10 Rebuild - Mechanical

11 Rebuild - Electrical

12 Mechanics at CSC who are qualified and available for overtime from another CSC workgroup
13 will be offered overtime by base, by shift, by seniority only after all other qualified Mechanics in the
14 CSC workgroup where the overtime is offered.

15 ~~I. All overtime in the classification of Equipment Dispatcher and TIPS III will be~~
16 ~~offered by seniority, within the classification and base, provided the Employee is reasonably~~
17 ~~available. No Employee will be required to work more than twelve hours in any 24 hour period.~~
18 ~~However, a shift start and end time may be modified by mutual agreement of the immediate~~
19 ~~supervisor and the Employee. For position vacancies, overtime shall be offered to the most senior~~
20 ~~TIPS III system wide. [CCL modified due to revocation of MOA 410U1410; TA 9/18/2013]~~

21 J. Overtime on any shift shall be computed at the rate paid for the Employee's
22 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
23 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
24 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
25 shift overtime rate of pay.

26 K. In the case of an extreme emergency, METRO can assign overtime work to any
27 qualified Employee. An Employee who works overtime during an extreme emergency shall be
28 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-

1 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
2 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

3 L. A Vehicle Maintenance Employee, who has gone home after his/her regular shift
4 and who is called back to work and reports for work, will be guaranteed at least four hours pay at the
5 overtime rate.

6 M. A Vehicle Maintenance Employee called in before his/her regularly scheduled
7 report time and in conjunction with his/her regular shift will be paid for actual hours worked.

8 N. ~~The following governs Apprentice Mechanic overtime and holiday work~~
9 ~~assignments. When performing the regular work of the classification of Mechanic, a~~An Apprentice
10 ~~Mechanic~~ will be offered an overtime or holiday work assignment (by base, by shift, by seniority)
11 only after ~~Mechanics~~ Employees and Leads ~~Mechanics~~ in that classification have been asked first.
12 ~~Mechanic~~ Apprentices will not be subject to inverse seniority to fill work assignments ~~for the~~
13 ~~Mechanic classification~~ for overtime or on holidays ~~work assignments~~. [TA 9/18/2103]

14 **SECTION 9 – SHIFT DIFFERENTIAL**

15 Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
16 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
17 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

18 **SECTION 10 – SPECIAL BENEFITS**

19 A. A tool allowance shall be provided annually, by separate check, not later than
20 March of each year, to Employees permanently assigned as of January 1st the same year to the
21 classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice,
22 Metal Constructor, Millwright, Sheet Metal Worker, Vehicle Upholsterer, and to Leads in those
23 classifications. The amounts shall be as follows:

24

Year	Allowance
2011 2014	\$826
2012 2015	\$826
2013 2016	\$826

25
26
27
28

1 METRO agrees to provide those tools necessary to perform all mechanical work assigned to
2 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
3 receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives
4 under its tool contracts, in accordance with procedures established by METRO. Tools purchased
5 under METRO's tool contracts are for an Employee's use during regular work hours and are not to be
6 purchased for an Employee's personal use. Tools purchased or replaced using the tool
7 allowance/discount shall be the personal property of the Employee.

8 **B.** METRO shall provide tool insurance to those Employees who receive an annual
9 tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the
10 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
11 report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO
12 property. Each Employee shall have on file with his/her immediate supervisor an up-to-date
13 inventory of tools designating the type, size and manufacturer. Photographs will be accepted.
14 METRO shall have the right to inspect the inventory of tools. However, an Employee shall be
15 allowed three days after the inspection to locate any tools which s/he claims are missing.

16 **C.** Each Vehicle Maintenance Employee shall receive his/her choice of coveralls or a
17 clean uniform (pants and shirt) daily.

18 **D.** Any Employee who is required to work in inclement weather or hazardous areas
19 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
20 to, a rainset, hat and boots. Each Employee is required to wear footgear approved by METRO. Each
21 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair
22 of boots and cushioned inserts identified on the METRO voucher at time of purchase). The
23 maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in
24 Paragraph E.

25 ~~Any Employee who is required to work in inclement weather or hazardous areas will be provided the~~
26 ~~necessary safety and/or foul weather gear, which may include, but is not limited to, raingear, hat and~~
27 ~~waterproof boots. Each Employee is required to wear boots approved by METRO. Each Employee~~
28 ~~shall be entitled to an allowance for the purpose of purchasing work boots and work socks, provided~~

1 ~~annually in a separate check not later than March of each year, in the amount of \$250. If an~~
2 ~~Employee needs replacement boots because of damage, loss or theft, a voucher will be issued to the~~
3 ~~Employee for the actual amount of the replacement boots, not to exceed \$200. In order to receive~~
4 ~~such voucher, the Employee must have the receipt showing the boots were purchased in the current~~
5 ~~year as well as a report that the boots were stolen or the turned-in boots are judged to be in need of~~
6 ~~replacement.~~ [CCL modified due to revocation of MOA 410U1410]

7 E. METRO shall provide and maintain necessary safety clothing, uniforms and
8 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

9 F. When an Employee is informed during his/her regular shift that overtime in excess
10 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
11 home to perform work commencing in excess of two hours before his/her shift, METRO will provide
12 a 30-minute unpaid meal period or a 15-minute paid break, upon request, at the Employees'
13 preference.

14 G. Except where modified by historical practice, duties traditionally performed by the
15 Employees in the job classifications listed in Section 1, will be performed only by Employees
16 working in those classifications.

17 H. Vehicle Maintenance Employees may use the ten minutes prior to the end of their
18 workday for personal clean-up.

19 I. When upgraded to a higher paid classification, an Employee shall be paid at the
20 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
21 upgraded Employee shall be paid more than the top step of the classification to which s/he has been
22 upgraded.

23 J. METRO will provide a secure area at each work location for UNION-related
24 materials accessible to all UNION representatives at that location.

25 **SECTION 11 – ATTENDANCE MANAGEMENT**

26 A. The PARTIES recognize that Vehicle Maintenance duties and functions are time
27 critical and that Employees have the responsibility and obligation to be at work on time each day.
28 Vehicle Maintenance Employees will be subject to the following terms, which supersede any

1 conflicting provisions elsewhere in the AGREEMENT.

2 **B.** Vehicle Maintenance will monitor and record attendance using the terms of late
3 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to an
4 Employee who calls one-half hour before his/her shift to request unscheduled leave and then is
5 requested to come to work, provided s/he reports to work in a reasonable time. An Employee can use
6 AC time or vacation time to make up lost time.

7 **C.** A late occurrence (six minutes to two hours) shall be managed and recorded as
8 follows:

- 9 1. An Employee may complete any time left on his/her shift.
- 10 2. An Employee may work a full eight hours, or ten hours for 4/40 Employees,
11 even though this work would continue into the next shift.
- 12 3. An Employee may not use AC time or vacation to make up lost time.
- 13 4. An Employee will be paid for actual hours worked at his/her scheduled rate
14 of pay.
- 15 5. A late occurrence shall not create an overtime opportunity for the late
16 Employee. No grievances will be filed by other Employees claiming overtime infringements should
17 an Employee elect to work his/her full shift and the time worked extends into another shift.
- 18 6. Late occurrences will be recorded in a 180-day rolling time frame as

19 follows:

20 1st through 5th occurrence – Employee and immediate supervisor
21 initial the attendance card.

22 6th occurrence – One-day suspension without pay.

23 7th occurrence – Discharge, treated as a major infraction as defined in
24 Article 4.

25 **D.** Unexcused absences (over two hours late) shall be managed and recorded as
26 follows:

- 27 1. An Employee may complete his/her shift only.
- 28 2. An Employee may not use AC time or vacation to supplement his/her

1 regular shift pay.

2 3. Such Employee is not eligible for overtime that day.

3 4. Unexcused absences will be recorded in a twelve-month rolling time frame

4 as follows:

5 1st and 2nd occurrence – Employee and immediate supervisor initial
6 the attendance card.

7 3rd occurrence – One-day suspension without pay.

8 4th occurrence – Discharge, treated as a major infraction as defined in
9 Article 4.

10 E. An occurrence which results in a second one-day suspension within 180 days of the
11 occurrence that resulted in the first suspension shall result in discharge.

12 F. Extenuating circumstances will be considered. Any request by an Employee to
13 have a late occurrence or unexcused absence removed from the attendance management record must
14 be presented to the immediate supervisor in writing, within five working days of the occurrence. An
15 Employee who had a late occurrence or unexcused absence removed from the attendance
16 management record has the option to use vacation leave, AC time, or sick leave as appropriate to
17 make up the lost time.

18 G. The PARTIES agree to review this Section on an annual basis.

19 **SECTION 12 – ~~MECHANIC~~ APPRENTICESHIP PROGRAM**

20 The purpose of this program is to establish an on-the-job apprenticeship training program
21 leading to the status of journey level, ~~diesel mechanic~~ in the classification to which s/he is
22 apprenticed. The classification of apprentice shall be covered under all the terms and conditions of
23 this AGREEMENT, unless otherwise specified under the specific Apprenticeship Standards for such
24 classification.

25 A. All Employees are eligible to apply for and participate in the Apprenticeship
26 Program.

27 B. Qualified Employees in Vehicle Maintenance shall be selected before other
28 qualified Employees.

1 C. Should no Employee be qualified, METRO may hire through an open and
2 competitive recruiting process.

3 [TA 10/21/2013]

4 ~~SECTION 13 – TRAINING~~

5 ~~A. When possible, training will be scheduled to minimally impact swing and~~
6 ~~graveyard Employees. Efforts will be made to conduct training on all shifts. If training is off the~~
7 ~~Employee’s normally picked shift, flexible schedules will be allowed by mutual agreement of the~~
8 ~~Employee and his/her immediate supervisor.~~

9 ~~B. If the training session is cancelled, the Employee will be allowed to return to~~
10 ~~his/her base to complete his/her shift or request paid time off for the remainder of the day.~~

11 ~~C. If a training that is not during the Employee’s normally picked shift is cancelled,~~
12 ~~the Employee shall not suffer loss of pay. [CCL modified due to revocation of MOA 410U1410]~~

13 SECTION 13 – TRAINING

14 A. When possible, training will be scheduled to minimally impact swing and
15 graveyard Employees. Efforts will be made to conduct training on all shifts. If training is off the
16 Employee’s normally picked shift, flexible schedules will be allowed by mutual agreement of the
17 Employee and his/her immediate supervisor.

18 B. If the training session is cancelled, the Employee will be required to return to
19 his/her base to complete his/her shift or request paid time off for the remainder of the day.

20 C. If a training that is not during the Employee’s normally picked shift is cancelled,
21 the Employee shall not suffer loss of pay.

22 [TA 9/18/2013]

23 SECTION 14 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS

24 The PARTIES agree to maintain a committee to be known as the Vehicle Maintenance Labor
25 Management Relations Committee (VLMRC), with the express intent of promoting and
26 encouraging a collaborative, on-going labor-management relationship that strengthens mutual respect,
27 trust, understanding and effective communication. This committee shall meet for the purpose of
28 discussing, approving and/or proposing resolutions to:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. Issues or problems of METRO policies which affect the Employees and which either party requests be placed on the agenda.

B. Issues or problems of contract administration, other than formal grievances which are being processed, unless mutually agreed by both PARTIES.

C. Other matters of mutual concern.

1 **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Facilities Maintenance Employees” shall mean all Employees in the following job
4 classifications, and their respective lead positions where applicable:

- 5 • Building Operating Engineer
- 6 • Carpenter
- 7 • Equipment Operator
- 8 • Facilities Maintenance Trainee
- 9 • Facilities Maintenance Worker
- 10 • Grounds Specialist
- 11 • Lead Building Operating Engineer
- 12 • Lead Carpenter
- 13 • Lead Grounds Specialist
- 14 • Lead Maintenance Constructor
- 15 • Lead Maintenance Painter
- 16 • Lead Maintenance Signage Specialist
- 17 • Lead Transit Custodian
- 18 • Lead Transit Radio and Communication Systems Specialist
- 19 • Lead Utility Laborer
- 20 • Maintenance Constructor
- 21 • Maintenance Painter
- 22 • Maintenance Signage Specialist
- 23 • Purchasing Specialist
- 24 • Transit Custodian I
- 25 • Transit Custodian II
- 26 • Transit Electronic Communications Technician
- 27 • Transit Radio and Communication Systems Specialist
- 28 • Utility Laborer

1 **SECTION 2 – GENERAL CONDITIONS**

2 If the UNION wishes to discuss concerns about the movement of a chief that does not
3 coincide with the pick posting, the PARTIES will discuss whether there is a need for a shake-up or
4 move-up.

5 **SECTION 3 – SUBCONTRACTING**

6 **A.** METRO shall not subcontract work historically performed by members of the
7 UNION, except that METRO may contract the maintenance of up to ten park-and-ride lots during the
8 term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and
9 other work that does not require power tools except weed eaters.

10 **B.** Prior to each shakeup, PARTIES representatives will establish, by mutual
11 agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

12 **C.** METRO may make assignments with unpaid volunteers or unpaid community
13 groups to clean or otherwise maintain METRO shelters and park-and-ride lots.

14 **SECTION 4 – CAREER PATHS – PERMANENT APPOINTMENTS**

15 **A.** Vacancies in the Transit Custodian I classification will be filled by Maintenance
16 Worker applicants by seniority.

17 **B.** Vacancies in the Transit Custodian II classification will be filled by Transit
18 Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer
19 the position to Maintenance Workers by qualifications.

20 **C.** Vacancies in the Utility Laborer classification will be filled from all lower
21 Facilities classifications by qualifications.

22 **D.** Vacancies in the Signage Specialist classification will first be filled by Utility
23 Laborer applicants by seniority.

24 **E.** Vacancies in the Lead Transit Custodian classification will be filled by Transit
25 Custodian II applicants by qualifications. If no Transit Custodian II accepts the position, such
26 position will be offered to all other Facilities Employees by qualifications.

27 **F.** Vacancies in the Equipment Operator classification will be filled by qualifications,
28 including driving and CDL requirements, from all lower Facilities classifications.

1 **SECTION 5 – WORK ASSIGNMENTS**

2 **A.** The workweek shall consist of five consecutive days, except when an Employee’s
3 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
4 workday. Each shift will be completed within a continuous eight and one-half hour period and will
5 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who
6 pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions in
7 Article 13.

8 **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious
9 hardship on the Employee, such Employee may request that the PARTIES review the matter.

10 **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift
11 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
12 third.

13 **D.** The term “complex”, as used in this Article, shall mean a group of specific
14 worksites within a defined geographical area, as described in Exhibit C, except as modified by the
15 Facilities Labor-Management Relations Committee.

16 **E.** For holiday work assignments, METRO will determine the staffing needs for each
17 shift. After METRO determines ~~which work groups will~~ how many Employees in each classification
18 shall be required to work, holiday assignments ~~will shall~~ be offered ~~to Employees, in seniority order,~~
19 ~~as follows~~ consistent with the overtime language in Section 10.:

- 20 ~~1. Employees on regular day to work, who have signed the overtime sheet.~~
21 ~~2. Employees on their RDO, who have signed the overtime sheet.~~
22 ~~3. Remaining work maybe assigned by inverse seniority to Employees on their~~
23 ~~regular day to work.~~ [TA 9/16/2013]

24 **F.** Assignment of specific duties on any shift shall be at the sole discretion of
25 METRO.

26 **G.** 48-hours written notice or other official notification shall be given to any
27 Employee regarding any shift changes made due to backfilling or vacancies.

28 **H.** A new Employee shall be assigned by METRO until the next pick or move-up.

1 [TA 9/16/2016]

2 **SECTION 6 – UPGRADES**

3 A. The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities
4 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the
5 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
6 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.
7 Overtime will be paid at the overtime rate for the higher paid classification.

8 B. ~~For Upgrades~~ to classifications above Signage Specialist, ~~upgrades~~ will be based
9 on qualifications, as determined by METRO. [TA 9/16/2013]

10 C. For classifications of Signage Specialist and below, upgrades shall be offered to
11 the immediate lower classification by seniority as follows:

12 1. For positions lasting less than 30 days, upgrades shall be offered by
13 worksite, complex and system-wide.

14 2. For positions lasting 30 days or more, upgrades will be offered system-
15 wide.

16 D. An Employee who declines a temporary upgrade opportunity may not displace the
17 Employee who accepted it, regardless of seniority.

18 E. Upgrade work will be assigned to qualified Employees, by seniority, within a
19 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training
20 sign-up sheets.

21 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
22 step of the wage rate of the classification for which s/he serves as a Lead.

23 1. If METRO determines that a Lead position will be needed for a project or
24 crew which has three or more Employees and/or will last for more than 90 days, and/or when justified
25 by the additional responsibilities and coordination, METRO will assign a regular journey-level Lead
26 instead of a designated Lead.

27 2. Employees upgraded to a regular Lead position will be selected from
28 Employees on the project or crew who have completed probation.

1 3. When more than three Employees in the same Transit Custodian
2 classification work together as a crew, a regular Lead will be assigned to the shift at such worksite or
3 complex.

4 4. Each regular Lead will be considered a working Lead. In addition to his/her
5 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

6 5. No regular Lead will discipline other Employees.

7 **SECTION 7 – DESIGNATED LEADS**

8 A. Each designated Lead in the Facilities Maintenance units shall receive a 10%
9 differential above his/her existing wage rate for his/her classification.

10 B. A designated Lead will be assigned by the immediate supervisor when three or
11 more Employees are assigned to work together as a team without supervision for more than two
12 hours. The senior Employee in the highest paid job classification on the work team shall be assigned
13 the designated Lead responsibility.

14 C. Any Employee who trains a newly hired Employee will receive designated Lead
15 pay. [TA 9/16/2013]

16 D. No Transit Custodian II will be eligible for a designated Lead assignment.

17 E. Once assigned as a designated Lead person, the Employee shall be paid at the
18 designated Lead rate of pay for the entire shift. Any time worked as a designated Lead in excess of
19 eight hours, or ten hours for a 4/40 Employee, will be paid at one and one-half times the designated
20 Lead rate of pay.

21 F. A designated Lead will be considered a working Lead. In addition to his/her
22 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

23 G. No designated Lead will discipline, as defined in Article 4, Section 2, Paragraph A,
24 other Employees or perform Employee evaluations.

25 H. Designated Lead Employees have the responsibility of coordinating the work of
26 the Employees to whom they are assigned to provide lead direction. Designated Lead Employees
27 assign job tasks and direct Employees' efforts to ensure that work gets done effectively.

28 [TA 9/16/2013]

1 **SECTION 8 – REGULAR LEADS**

2 A. When a permanent vacancy occurs within a Regular Lead classification, the
3 position will be filled by a recruitment from Employees in the classification being led having a
4 minimum of two years experience in that classification at METRO or Employees with at least two
5 years of similar experience within King County.

6 B. Regular Lead Employees shall be selected on the basis of ability, training,
7 education, experience, seniority, and job performance with UNION input, through appropriate testing
8 procedures and/or evaluations.

9 C. Each Regular Lead Employee in the Facilities Maintenance Section shall receive a
10 ten percent differential above the top step of the highest wage rate of classification(s) for which s/he
11 serves as a Regular Lead.

12 D. Regular Lead workers have the responsibility of coordinating the work of the
13 Employees to whom they are assigned to provide lead direction. Regular Lead workers assign job
14 tasks and direct Employees' efforts to ensure that work gets done effectively. A Regular Lead will be
15 considered a working Lead. In addition to his/her Regular Lead duties, a Regular Lead shall continue
16 to perform the regular work of the classification from which s/he was originally recruited.

17 E. No Regular Lead Employee will discipline, as defined in Article 4, Section 2,
18 Paragraph A, other Employees or perform formal Employee evaluations.

19 F. For Overtime and Holiday work assignments: When performing the regular work of
20 the classification that s/he is leading, the Regular Lead of that specific classification will be offered
21 the assignment only after Employees in that classification have been asked in each step of the
22 overtime process.

23 G. The Shelter Refurb Crew will be assigned a Regular Lead and the Regular Lead
24 will be recruited from the journey-level trades (currently Carpenter and Maintenance Constructor) of
25 this work group. S/he will act as Lead only for employees assigned to the Shelter Refurb Crew.
26 Should the Shelter Refurb Program terminate, the Regular Lead will revert back to his/her original
27 classification and seniority.

28 **[TA 9/16/2013]**

1 **SECTION 8-9 – PICKS AND MOVE-UPS**

2 **A.** Two picks shall be held annually, to be effective on the start of the closest pay
3 period to March 15 and September 15. When a facility opens or closes, a system-wide pick will
4 occur for those job classifications affected.

5 **B.** If a permanent or long-term vacant position is to be filled, a system-wide move-up
6 in that classification will be permitted. Move-ups will be conducted only when they can be
7 completed 28 days prior to a shake-up.

8 **C.** All Facilities picks will show the usual openings in each classification for each
9 complex, worksite and shift. When a need arises for filling temporary vacancies due to absences or
10 for adjusting workloads, METRO will solicit volunteers from the classification needed within the
11 complex. If no Employee volunteers, the least senior Employee available in the classification, within
12 the worksite, will be assigned. METRO retains the right to move the least senior Employee to
13 another worksite, shift or RDO combination. METRO will provide a minimum of 24-hours advance
14 notice prior to any change in assignment.

15 **D.** All Employees listed in Section 1 may select by classification seniority, complex,
16 worksite, shift (when applicable) and two consecutive RDOs. Specific duties within a classification
17 may also be picked to the extent specified by METRO on the pick sheets.

18 **E.** Copies of the proposed pick schedule and shifts will be posted for review no later
19 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
20 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
21 after the pick.

22 **F.** METRO will make arrangements for each Employee **who is working on a shift** to
23 be available to pick his/her assignment a minimum of ten minutes prior to his/her designated pick
24 time. **[TA 9/16/2013]**

25 **G.** An Employee who wishes to select an assignment will report to an appropriate
26 pick location at least ten minutes ahead of his/her pick time to examine available work assignments.
27 No Employee shall be compensated for time spent in the selection process, unless it is during his/her
28 regular work hours.

1 H. A UNION representative for Facilities Maintenance Employees shall be present
2 during each pick, including vacation picks.

3 I. An Employee who is unable to attend the pick may leave an absentee pick form
4 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
5 representative picking an assignment for the Employee. The UNION representative shall make an
6 effort to select an assignment comparable to the assignment most recently worked. Selections made
7 by the UNION will not be subject to the grievance/arbitration procedure.

8 J. When METRO determines that an Employee will be unavailable for work for an
9 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer from
10 Facilities Maintenance will be notified prior to the start of the pick process.

11 **SECTION 9-10- VACATION SELECTION**

12 A. METRO will determine the number of Employees who may be on vacation at any
13 one time in each job classification, at each worksite, and shall indicate same on a list at each worksite.

14 B. At the first pick of the calendar year, each Facilities Maintenance Employee, after
15 having first selected a worksite and complex, may select a maximum of five separate blocks of
16 vacation, ~~each consisting of one or more~~ Each block shall consist of five consecutive workdays. No
17 more than five vacation blocks may be used in any calendar year. Vacation selections shall be made
18 by seniority within a job classification. An Employee who takes his/her vacation in two or more
19 blocks shall select the second block of his/her vacation after all Employees in his/her classification
20 have made their first selection; his/her third selection after all Employees in his/her classification
21 have made their second, etc. METRO shall post a calendar at each worksite with all approved
22 vacation selections indicated. Vacation changes shall not be allowed except in emergencies, as
23 determined by METRO. Picked vacation blocks shall begin and end with the Employee's RDO's.

24 [TA 9/16/2013]

25 C. Two separate vacation calendars for September 15 through the start of the
26 following March shake-up will be created at the vacation pick. One calendar will contain system-
27 wide guaranteed vacations. The other will contain complex vacation requests. An Employee who
28 has picked a period on the system-wide calendar will be guaranteed his/her vacation regardless of

1 which worksite s/he picks in the fall. Administrative area vacation requests, made at the pick, will be
2 granted, by seniority, as long as no Employee in the same classification who has a system-wide
3 guarantee moves into said administrative area at the fall pick. After the vacation pick, vacation
4 requests will be honored on a first come, first served basis.

5 **D.** An Employee who does not select vacation at the first pick of the year must request
6 vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved
7 by METRO.

8 **E.** An Employee who has not filed a vacation request according to the above
9 Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

10 **F.** On September 15 of each year, METRO will notify each Employee who has a
11 vacation balance which exceeds the allowable carry-over per Article 9, Section 4. Such Employee
12 must use the amount of vacation which exceeds the allowable carry-over before the end of the payroll
13 year.

14 **G.** An Employee who desires to use unpicked vacation may use ~~up to three days per~~
15 ~~year in~~ single-day increments with the prior approval of his/her immediate supervisor. [TA
16 9/16/2013]

17 **H.** An Employee may use vacation leave in one-hour increments with the approval of
18 his/her immediate supervisor.

19 **I.** METRO will respond to a written request for any vacation or leave within seven
20 days of receipt.

21 **SECTION ~~10-11~~ – OVERTIME**

22 **A.** All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the
23 scheduled workday and on an Employee’s RDO shall be paid at the overtime rate of one and one-half
24 times the existing straight-time rate of pay for the classification for actual overtime hours worked.

25 **B.** When unscheduled overtime is requested to complete a special task, the overtime
26 will first be offered to the Employee within the classification responsible for the work. A “special
27 task” shall mean:

- 28 **1.** non-ordinary circumstances in which the work cannot wait to be completed; or

1 2. the work ~~deemed-is~~ unreasonable to have anyone but the existing Employee
2 performing the work be the one to complete the special task. [TA 9/16/2013]

3 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
4 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list
5 will be posted on Monday and pulled at noon on Thursday for the following Saturday through Friday
6 overtime period. If Thursday is a Holiday, the list shall be pulled at 4:00 p.m. on Wednesday. An
7 Employee who is not on the overtime list will not be eligible for the planned and scheduled overtime,
8 except in the case of an emergency or if overtime must be assigned in inverse order of seniority.
9 METRO will not call an Employee who is on an authorized leave for overtime, unless it is an extreme
10 emergency. [TA 9/16/2013]

11 1. Overtime ~~will-shall~~ be assigned to Employees on the list, ~~first by shift, then~~
12 by seniority in the classification (see Exhibit C) ~~within a classification, according to Exhibit C,~~
13 ~~provided the Employee is qualified and reasonably available.~~

14 a. Custodians—First to the same shift in the worksite, second to other
15 shifts in the worksite, third to all shifts in the complex, fourth to all shifts system wide.

16 b. Utility Laborers—First to the same shift at the worksite in the same
17 work program, second to other shifts at the worksite in the same work program, third to the whole
18 work program.

19 c. All other classifications—Within the classification, first to the same
20 shift in the same work program, second to other shifts at the worksite in the same work program, third
21 to all shifts in the same work program.

22 Employees must be qualified and reasonably available, which includes the Employee having
23 ten hours off between shifts.

24 [TA 9/16/2013]

25 2. If the overtime assignment is not filled from the ~~list~~ classification, it may be
26 offered, by seniority, to Employees on the list in the next lower job classification(s) before it is
27 offered to Employees on the list in a higher classification at the worksite where the overtime is
28 required, provided the Employee is qualified for the upgrade and reasonably available to do the work,

1 including having ten hours off between shifts. ~~If the overtime is still not accepted, it may be offered,~~
2 ~~by seniority, to Employees in the job classification in which the overtime is required, at other work~~
3 ~~sites within the complex. If the overtime is still not accepted, it may be offered system wide to~~
4 ~~Employees in the job classification in which the overtime is required.~~ [TA 9/16/2013]

5 3. If the overtime has not been filled after all of the procedures outlined in
6 ~~Paragraph 2 above~~ have been followed, then it will be assigned in inverse order of seniority in the
7 affected job classification, at the worksite where the overtime is required. If the least senior
8 Employee is not qualified or reasonably available, the overtime will be assigned to the Employee next
9 lowest in seniority. In the event of an emergency, METRO may assign overtime to any qualified
10 Employee. [TA 9/16/2013]

11 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,
12 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
13 overtime rate. ~~An Employee who works overtime before his/her regularly scheduled report time and~~
14 ~~in conjunction with his/her regular shift will be paid for actual hours worked.~~ If a Facilities
15 Maintenance Employee can correct the situation without having to report to the worksite, they will be
16 guaranteed two hours of pay at the overtime rate. A Facilities Maintenance Employee who is
17 required to be on standby on his/her RDO, including holidays, will receive four hours of standby pay
18 at his/her overtime rate for each set of RDOs, including holidays, or on a holiday not connected to
19 his/her RDOs, that s/he is on standby. "Standby" shall mean the time from the quit time of the
20 Employee's shift to the start time of the Employee's next scheduled shift, during which the Employee
21 is required to be available for work. [TA 9/16/2013]

22 E. A Facilities Maintenance Employee called in before his/her scheduled report time
23 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment
24 and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
25 early may request permission from his/her immediate supervisor.

26 F. Overtime on any shift shall be computed at the rate paid for the Employee's
27 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
28 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift

1 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
2 into the day shift will be paid at the overtime rate with graveyard shift differential.

3 G. "Reimbursable overtime" shall be identified by METRO at the time of offering,
4 and shall mean labor costs being recovered by Facilities from funding sources other than Facilities'
5 annual budget, and will be paid as overtime rather than as AC time.

6 **SECTION ~~H-12~~ – SHIFT DIFFERENTIAL**

7 Shift differential shall be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
8 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
9 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

10 **SECTION ~~I-13~~ – SPECIAL BENEFITS**

11 A. A tool allowance shall be provided annually by separate check **not later than March**
12 **of each year** to Employees permanently assigned **as of January 1st** to the classifications of Building
13 Operating Engineer, Carpenter, Maintenance Constructor, Transit Radio and Communication Systems
14 Specialist, Transit Electronic Communications Technicians, Leads and to authorized Trainees in these
15 classifications. **Employees who are upgraded into positions that are eligible for a tool allowance shall**
16 **not receive a tool allowance, unless their base classification is eligible for a tool allowance.** The
17 amounts shall be as follows:

Year	Allowance
2011 2014	\$405
2012 2015	\$405
2013 2016	\$405

18
19
20
21
22
23 METRO will provide those tools necessary to perform all assigned mechanical work to
24 Facilities Maintenance Employees who are not provided the annual tool allowance. **[TA 10/21/2013]**

25 B. METRO shall provide tool insurance to those Employees who receive an annual
26 tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no
27 claim shall be honored without evidence of forcible entry unless a police report has been filed.
28 Payment is contingent upon the Employee having on file with his/her immediate supervisor an up-to-

1 date inventory of tools designating the type, size and manufacturer. METRO shall have the right to
2 inspect the inventory of tools; however, an Employee shall be allowed three days after the inspection
3 to locate any tools which are missing.

4 C. Each Facilities Maintenance Employee shall receive eight uniforms.

5 D. Each Employee who is required to work in inclement weather or hazardous areas
6 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
7 to [Personal Protective Equipment \(PPE\)](#), a rainset, hat and boots. [\[TA 10/21/2013\]](#)

8 E. METRO shall provide and maintain necessary safety clothing, uniforms and
9 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be
10 entitled to a METRO voucher to be applied toward purchases of such footgear. The maximum
11 METRO contribution paid by such voucher shall be \$200 per Employee. A replacement item will be
12 issued when the item is lost, stolen, damaged or worn out.

13 F. When an Employee works two or more hours of overtime in conjunction with
14 his/her regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

15 G. METRO shall reimburse each Employee for the cost of any license(s) required in
16 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers
17 license.

18 ***SECTION ~~13-14~~ – ATTENDANCE MANAGEMENT***

19 A. The PARTIES recognize that Facilities Maintenance duties and functions are
20 critical and that Employees have the responsibility and obligation to be at work on time each day.
21 Facilities Maintenance Employees will be subject to the following terms, which supersede any
22 conflicting provisions elsewhere in the AGREEMENT.

23 B. Facilities Maintenance will monitor and record attendance using the terms of late
24 occurrence and unexcused absence.

25 C. A late occurrence:

26 1. of up to one hour shall be managed and recorded as follows:

27 a. An Employee may complete any time left on his/her shift.

28 b. An Employee may work a full eight or ten hours even though this

1 work would continue into the next shift.

2 c. An Employee may not use AC time or vacation to make up lost time.

3 d. An Employee will be paid for actual hours worked at his/her
4 scheduled rate of pay.

5 e. A late occurrence shall not create an overtime opportunity for the
6 late Employee. No grievances will be filed by other Employees
7 claiming overtime infringements should an Employee elect to work
8 his/her full shift and the time worked extends into another shift.

9 2. of between one and two hours shall be managed and recorded as follows:

10 a. An Employee may complete any time left on his/her shift only.

11 b. An Employee may not use AC time or vacation to make up lost
12 time.

13 c. An Employee will be paid for hours worked at his/her scheduled rate
14 of pay.

15 3. Late occurrences will be recorded in a 180-day, rolling time frame as
16 follows:

17 a. 1st through 5th occurrence – Employee and chief initial the time
18 sheet/late report card.

19 b. 6th occurrence – one day suspension without pay.

20 c. 7th occurrence – discharge, treated as a major infraction as defined
21 in Article 4.

22 D. Unexcused absences (over two hours) shall be managed and recorded as follows:

23 1. An Employee may complete his/her shift only.

24 2. An Employee may not use AC time or vacation to supplement their regular
25 shift pay.

26 3. Such Employee is not eligible for overtime that day.

27 4. Unexcused absences will be recorded in a twelve-month, rolling time frame
28 as follows:

- a. 1st occurrence – Employee will receive Oral Reminder; chief will initial the time sheet/late report card.
- b. 2nd occurrence – Employee will receive Written Reminder; chief will initial the time sheet/late report card.
- c. 3rd occurrence – One day suspension without pay.
- d. 4th occurrence – Discharge, treated as a major infraction as defined in Article 4.

E. An occurrence which results in a second one day suspension within 180 days of the occurrence that resulted in the first suspension ~~shall~~ may result in discharge. [TA 10/21/2013]

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the chief in writing, within five working days of the occurrence. An Employee that has a late occurrence or unexcused absence that has been removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

G. The PARTIES agree to review this Section on an annual basis.

SECTION 14-15 – FACILITIES TRAINING COMMITTEE

A. The purposes of the Facilities Training Program are to maintain an on-the-job training program for Transit Employees leading to journey level status or promotional opportunities in selected classifications within Facilities Maintenance Sections and to offer these Employees an opportunity to advance into skilled positions at a high level of proficiency.

B. The start date of an Employee’s Facilities Training Program will be his/her classification seniority date.

C. The details of the Facilities Training Program will be developed by the Facilities Training Committee comprised of an equal number of representatives from the PARTIES. If the committee foresees a vacancy in a journey level classification, it may establish a trainee position in such classification.

D. A trainee who is successful in the program will be retained in his/her original

1 classification until an opening occurs in the journey level classification for which s/he trained. Such
2 Employee will be used to back fill in the journey level classification by classification seniority.

3 E. A trainee who is not successful in the program will be retained on the payroll and
4 returned to his/her former job classification with no loss of seniority, rights or benefits.

5 **SECTION ~~15-16~~ – LABOR-MANAGEMENT RELATIONS COMMITTEE**

6 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-
7 Management Relations Committee (FLMRC) is established and authorized, consistent with
8 applicable laws and the terms of this AGREEMENT. The committee will be composed of the
9 Facilities Maintenance Manager, the UNION President/designee, the Facilities Maintenance
10 Executive Board Officer, and two UNION appointed members with an equal number appointed by
11 Facilities Management, including a supervisor/chief of Radio Maintenance. This committee shall
12 meet at least quarterly. As the need arises, additional meetings may be scheduled. The purposes of
13 this committee shall be implementation, discussion and resolution of working conditions, updates to
14 the notebook entitled Policies, Procedures, and Guidelines, issues/problems of METRO
15 policy/procedures which affect Facilities Maintenance, contract clarification issues, issues or
16 problems of contract administration other than formal grievances which are being processed, and
17 other matters of mutual concern.

18 B. METRO shall inform the UNION of changes in the Power and Facilities notebook
19 entitled Policies, Procedures, and Guidelines after review and acceptance by the FLMRC and prior to
20 the implementation of said changes.

1 **ARTICLE 19: REVENUE COORDINATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. “Revenue Coordinators” shall include all Employees in the classification of
4 Revenue Coordinator.

5 B. Work historically or traditionally performed by Revenue Coordinators will be
6 performed by Employees assigned to that classification.

7 ***SECTION 2 – WORK ASSIGNMENTS***

8 A. All shifts in the classification of Revenue Coordinator shall be completed within a
9 continuous eight and one-half hour period. Each Revenue Coordinator shift will include a one-half
10 hour lunch break.

11 B. The workweek shall consist of five consecutive days with each workday
12 guaranteed at eight hours. There shall be two consecutive RDOs.

13 C. Employees who pick a regular weekly schedule consisting of four 10-hour shifts
14 will be governed by the provisions in Article 13.

15 D. All shifts in the Revenue Coordinator classification, once picked, will not be
16 ~~permanently~~ altered or changed during a shake-up without approval of the affected Employee and the
17 UNION. [TA 10/8/2013]

18 E. A Revenue Coordinator who is called back to work after his/her regular shift will
19 be guaranteed at least three hours pay at the overtime rate.

20 ***SECTION 3 – PICKS***

21 A. Three times each year, at the request of the UNION, METRO shall post all shifts
22 required for the classification of Revenue Coordinator. Each Employee shall be permitted to select
23 his/her shifts and RDOs in accordance with individual classification seniority.

24 B. A UNION representative for Revenue Coordinators shall be present during pick.

25 C. A Revenue Coordinator, who is unable to attend pick, must leave his/her shift
26 preference with the UNION or a shift will be picked for him/her by the UNION. An Employee shall
27 not be compensated for time spent in the pick unless it is during his/her regular work hours. An
28 assignment selected via absentee pick shall not be subject to the grievance/arbitration procedure.

1 **SECTION 4 – VACATION SELECTION**

2 A Revenue Coordinator taking his/her vacation in two or more blocks may select the second
3 block of his/her vacation after all Employees in his/her classification have made their first selection;
4 his/her third selection after all Employees in his/her classification have made their second selection,
5 etc., until all blocks of vacation have been selected.

6 **SECTION 5 – SPECIAL BENEFITS**

7 Each Revenue Coordinator will be provided clean coveralls daily.

8 **SECTION 6 – APPOINTMENTS AND TRAINING**

9 A. When METRO requires additional Revenue Coordinators, candidates for these
10 promotional opportunities shall be selected from ~~FTOs and Special Classification, Full Time CIO or~~
11 ~~Full Time PSO~~ Employees on the basis of ability, training, education, experience and job
12 performance, as determined by appropriate testing procedures. Such vacancies shall be posted on
13 METRO bulletin boards for at least two calendar weeks. Once selected, the candidates shall be
14 placed on the Intermittent Revenue Coordinator (IRC) List in seniority order as determined by the
15 UNION. ~~This list will contain 50% FTOs and 50% Special Classifications, Full Time CIO or Full~~
16 ~~Time PSO Employees, listed in order of seniority. Should an insufficient number of FTOs and~~
17 ~~Special Classifications, Full Time CIO or Full Time PSO Employees apply, then other Full Time~~
18 ~~Employees shall be eligible to apply.~~ [TA 8/13/2013; TA modified 11/13/2013]

19 B. METRO, with input from the Revenue Coordinators, will establish and publish
20 standards for qualification. METRO will determine in each case whether an Intermittent has
21 successfully qualified. Failure to qualify as an IRC will result in removal from the IRC List and
22 return to the Employee's previous job classification with no loss in seniority.

23 C. When a permanent vacancy occurs within the Revenue Coordinator classification,
24 the position will be filled by qualified IRCs from the IRC List, by seniority. IRCs who receive
25 regular appointments as Revenue Coordinators shall be subject to a one-year probationary period.

26 D. When a vacancy occurs in the Revenue Coordinator classification between picks,
27 Employees working in that classification will be allowed a move-up by seniority. The remaining
28 vacancy will then be filled from the IRC List, by seniority, with first right of refusal.

1 E. Revenue Coordinators shall receive a straight-time premium for assignments
2 instructing another Employee as follows:

3 1. One hour of pay at the Revenue Coordinator Employee’s current rate for
4 four hours or less of instruction in one day.

5 2. Two hours of pay at the Revenue Coordinator Employee’s current rate for
6 more than four hours of instruction in one day.

7 [TA 11/13/2013]

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 20: SPECIAL CLASSIFICATIONS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Special Classification Employees” shall mean all Employees in the following classifications:

- 4 • Accounting Technician I
- 5 • Accounting Technician II
- 6 • ~~Clerk I~~
- 7 • ~~Clerk II~~
- 8 • ~~Clerk Typist II~~
- 9 • Information Distributor
- 10 • Operations Security Liaison
- 11 • ~~Senior Clerk~~
- 12 • Transfer Room/Warehouse Worker

13 **[TA 8/13/2013]**

14 ***SECTION 2 – WORK ASSIGNMENTS***

15 A. The workweek shall consist of five consecutive days, except when an Employee’s
16 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
17 workday. Each shift, except where modified by historical practice, will be completed within a
18 continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and
19 two paid 15-minute rest breaks.

20 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
21 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
22 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
23 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

24 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
25 hours off between shifts and at least 60 hours off for RDOs.

26 ***SECTION 3 – PICKS***

27 Employees within a classification which has any combination of day, swing and/or graveyard
28 shifts shall be entitled to select their worksite and shift by seniority in conjunction with Transit

1 Operator picks.

2 **SECTION 4 – VACATION SELECTION**

3 A. Vacations may be split into periods of one or more full weeks when this can be
4 arranged at no additional cost to METRO. An Employee may take his/her vacation in one day or one-
5 hour increments. Requests for use of such vacation must be approved, in advance, by his/her
6 immediate supervisor.

7 B. Vacations will be picked by seniority.

8 C. An Employee, who takes his/her vacation in two or more periods shall select the
9 second period of his/her vacation after all Employees in his/her classification have made their first
10 selection; his/her third selection after all Employees in his/her classification have made their second
11 selection; etc., until all periods of vacation have been selected.

12 D. The vacation pick shall be completed by November 15th each year. The vacation
13 calendar shall remain posted and shall be kept current.

14 E. Any picked vacation period not used will be offered to other Employees by
15 seniority in the same classification if METRO determines business reasons permit.

16 **SECTION 5 – OVERTIME**

17 A. All hours worked in excess of eight hours in the scheduled workday or work on an
18 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
19 time rate of pay of the classification for actual overtime hours worked.

20 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
21 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
22 differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard
23 shift differential.

24 **SECTION 6 – SPECIAL ALLOWANCES**

25 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
26 graveyard shift.

27 B. An Employee who has gone home after his/her regular shift, and who is called
28 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.

1 An Employee called in before his/her scheduled report time and in conjunction with his/her regular
2 shift will be paid for actual hours worked.

3 C. Special Classifications Employees shall receive a straight-time premium for
4 instructing individuals as follows:

5 1. One hour of pay at the Employee's current rate for four hours or less of
6 instruction in one day.

7 2. Two hours of pay at the Employee's current rate for more than four hours of
8 instruction in one day.

9 **SECTION 7 – SPECIAL BENEFITS**

10 A. Each Employee who is required to work in inclement weather will be provided the
11 necessary foul weather gear which includes, but is not limited to, a rainsuit, hat and boots.

12 B. When an Employee is informed during his/her regular shift that overtime in excess
13 of two hours beyond the end of his/her regular shift will be required, METRO will provide a 30
14 minute unpaid meal period or a 15-minute paid break, upon request.

15 C. When an Employee is called in for emergency work two or more hours prior to the
16 start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute
17 paid break, upon request.

18 **SECTION 8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE**
19 **WORKER AND SUPPLY DISTRIBUTORS**

20 A. Two smocks or two coveralls will be made available to Information Distributors,
21 Transfer Room/Warehouse Workers and Supply Distributors.

22 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse
23 Worker and Supply Distributor with the necessary safety equipment, including but not limited to, an
24 abdominal belt, gloves and/or dust masks.

25 C. "Information Distributors" shall mean all Special Classifications Employees in the
26 classification of Information Distributor, whose historical and traditional work is the receipt,
27 warehousing, record keeping and distribution throughout the METRO service area of transit-related
28 items, principally informational or promotional materials and timetables. However, from time to time

1 individuals other than Information Distributors may need to pick up or drop off informational or
2 promotional materials and time-tables in small quantities.

3 **D.** Information Distributors' overtime shall be offered by seniority, on a rotating
4 basis, for extra work not assigned to an Employee.

5 **E.** METRO will reimburse each Information Distributor for telephone expenses
6 incurred as part of his/her duties.

7 ***SECTION 9 – OPERATIONS SECURITY LIAISON***

8 **A.** Employees in this job classification will work 40 hours per week on a flexible
9 work schedule approved by their immediate supervisor.

10 **B.** Overtime at the rate of time and one-half will be paid for all hours worked in
11 excess of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at
12 midnight.

13 **C.** Future positions and vacancies in the Operations Security Liaison classification
14 will be offered to qualified Employees represented by the UNION who have been an FTO for a
15 minimum of three years.

16 **D.** If work is performed on a holiday, the Employee will not receive additional pay for
17 such work beyond the Employee's regular weekly salary.

18 **E.** Sections 2 through 8 do not apply to the classification of Operations Security
19 Liaison.

1 **ARTICLE 21: CUSTOMER INFORMATION OFFICE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Customer Information Office Employees (CIO Employees)” shall mean all Employees in the
4 following classifications:

- 5 • Assigned Customer Information Specialist (Assigned CIS)
- 6 • Customer Information Specialist (CIS)
- 7 • Senior Customer Information Specialist (including a.m. Senior, Weekend Senior
8 and p.m. Senior) (Senior CIS)

9 ***SECTION 2 – GENERAL CONDITIONS***

10 **A.** All routine update work dealing with information provided exclusively for, or
11 historically in, the CIO shall be performed by CIO Employees as long as the information continues to
12 be provided in the same manner.

13 **B.** Senior CIS, CIS and Assigned CIS shall be considered as one classification for the
14 purposes of layoff.

15 **C.** The PARTIES agree to establish a joint Working Conditions Committee
16 comprised of equal number of METRO-appointed and UNION-appointed Sales and Customer
17 Service Office representatives. The purpose of this committee will be to improve working conditions
18 and work processes in Sales and Customer Services. The committee will meet regularly and during
19 the planning phase of any project that will impact working conditions. The UNION-appointed
20 representatives on the committee shall be paid by METRO at the appropriate rate.

21 ***SECTION 3 – WORK ASSIGNMENTS***

22 **A.** The day shift shall be considered the first shift of the day; the swing shift will be
23 considered the second; and the graveyard shift will be considered the third. Any shift with a quitting
24 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
25 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

26 **B.** The workweek shall consist of five consecutive days, except when a CIO
27 Employee’s pick makes this impossible. Each CIO Employee will be guaranteed eight hours pay for
28 each regular workday. Each shift will be completed within either a continuous nine hour period that

1 will include an unpaid hour lunch and two paid fifteen minute breaks, a continuous eight and one-half
2 hour period ~~and that~~ will include an unpaid one-half hour lunch and two paid 15-minute breaks.

3 Exceptions to this rule are:

4 • Graveyard shift, which shall be completed within a continuous eight-hour
5 period, so long as it is staffed by only one CIO Employee.

6 ~~Shifts with one hour lunches shall be completed within a continuous nine
7 hour period and will include an unpaid one hour lunch break and two paid 15 minute rest breaks. No
8 more than 50% of all full-time shifts shall have one hour lunch breaks.~~

9 ~~Assigned Weekday shifts on Thursday or Friday shall be completed within a
10 continuous eleven hour period and will include an unpaid one hour lunch break and two paid 15-
11 minute rest breaks.~~

12 • Assigned Weekend shifts on Saturday or Sunday shall be completed within
13 either a continuous eleven hour period that will include an unpaid hour lunch and two paid fifteen
14 minute breaks, or a continuous 10-1/2 hour period ~~and that~~ will include an unpaid one half-hour lunch
15 break and two paid 15-minute rest breaks.

16 • A CIO Employee who picks a regular weekly schedule consisting of four
17 ten-hour shifts will be governed by the provisions in Article 13. [TA 8/13/2013]

18 C. Shifts and RDOs shall be arranged so that each CIO Employee shall have at least
19 eight hours off between shifts and at least 60 hours off for RDOs; except that CISs, who select extra
20 positions, and Assigned CISs shall have at least 54 hours off for RDOs.

21 D. No more than 20% of all full-time CIS assignments shall be extra positions. A CIS
22 who selects an extra position shall be guaranteed eight hours pay each day.

23 E. Work schedules for extra person and Assigned CIS positions shall be posted on
24 Tuesday of the week prior to the effective date of the assignment.

25 F. No regular, full-time continuous shift in the CIO shall be split during the life of this
26 AGREEMENT. No full-time CIS will be required to accept assigned status. No Assigned CIS will
27 be required to accept a split shift without mutual agreement between the PARTIES.

28 ~~G. METRO may create telecommuting shifts, which will be assigned and~~

1 ~~administered according to guidelines mutually developed and agreed by the PARTIES.~~ METRO may
2 create telecommuting shifts, which will be assigned and administered according to the guidelines
3 below, which have been mutually agreed by the PARTIES:

- 4 • Telecommuting shall be offered by mutual agreement between METRO and an Employee.
- 5 • So long as there is mutual agreement between METRO and the Employee to telecommute,
6 there shall be no limit on the number of telecommuting shifts that may be offered.
- 7 • Employees who select telecommuting shifts will be subject to current King County's
8 Telecommuting Policy, # PER 18-4 (AEP) – Effective October 15, 2001, unless specifically
9 modified by this agreement.
- 10 • Employees picking telecommuting shifts will be entitled to a minimum of one-hour of call
11 back pay.
- 12 • In the event an employee is denied or removed from telecommuting, the Union will be
13 notified and informed of the reason(s).

14 [TA 10/8/2013]

15 **SECTION 4 – PICKS**

16 A. Each CIS and Assigned CIS shall select, by seniority, a shift, assigned position or
17 an extra position at each pick. Each CIS and Assigned CIS, who selects a shift, also will be entitled
18 to select, by seniority, his/her two consecutive RDOs, breaks and lunch hours by seniority at the pick.
19 Each CIS and Assigned CIS, who picks an extra position, will be assigned his/her two consecutive
20 RDOs, breaks, and lunch hour.

21 B. Senior CISs in positions that have been designated by METRO as permanent
22 assignments, shall not be subject to the pick.

23 C. Selection of shift and vacation for CISs and Senior CISs will be determined by
24 seniority earned within the specific classification.

25 D. CIS picks will be scheduled in conjunction with Transit Operator picks. Copies of
26 the pick schedule, the shifts, and extra positions available for selection shall be prepared, posted and
27 sent to the UNION at least two weeks prior to the date of the pick.

28 E. A UNION representative shall be present during pick.

1 F. No change or alteration to any shift which was picked shall be made during a
2 shake-up without consent from the affected CIO Employee and the UNION.

3 G. Vacancies in the position of Senior CIS will be filled by a CIO Employee with at
4 least two years of experience as a CIO Employee. When qualifications and experience are equal,
5 current continuous service as a CIS will be the determining factor.

6 H. All available acting weekend Senior CIS positions will be posted at the pick. Two
7 years experience as a CIO Employee is preferred. The acting weekend Senior CISs will be selected
8 by seniority on a rotating basis. Such acting assignments will last one shake-up.

9 I. A CIO Employee who is unable to attend the pick may leave, with the UNION, an
10 absentee pick form indicating his/her work preferences. Failure to do so will result in the UNION
11 representative picking an assignment for the CIO Employee. The UNION representative shall make
12 an effort to select an assignment comparable to the assignment last selected at a pick. Selections
13 made by the UNION will not be subject to the grievance/arbitration procedure.

14 J. No CIO Employee shall be compensated for time spent in the pick unless it is
15 during his/her regular work hours.

16 K. When a permanent vacancy occurs, CIO Employees working in such classification
17 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
18 shake-up.

19 L. When METRO determines that a CIO Employee will be unavailable for work for
20 an entire shake-up, for any reason, such CIO Employee shall not pick a shift. This provision shall
21 include any CIO Employee who is detailed or upgraded into job classifications other than his/her
22 own.

23 M. Once per year, there will be a move option, in seniority order, to vacant work
24 stations. [TA 10/8/2013]

25 **SECTION 5 – VACATION SELECTION**

26 A. Vacations will be picked by seniority as outlined in this Section. Senior CISs will
27 pick from a separate vacation list.

28 B. The vacation pick shall be completed by November 15th each year. The vacation

1 calendar shall remain posted and shall be kept current.

2 C. Vacations may be split into periods of one or more full weeks when this can be
3 arranged at no additional cost to METRO. A CIO Employee may elect to take 50% of his/her
4 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
5 advance by the immediate supervisor.

6 D. A CIO Employee who takes his/her vacation in two or more periods shall select the
7 second period of his/her vacation after all CIO Employees in his/her classification have made their
8 first selection; his/her third selection after all CIO Employees in his/her classification have made their
9 second selection; etc., until all periods of vacation have been selected.

10 E. At the vacation pick, a CIO Employee may select vacation combined with AC in
11 consecutive blocks. A CIO Employee may not pick AC unless it is accrued at the time of the
12 vacation pick.

13 F. Any picked vacation periods not used will be offered to other CIO Employees by
14 seniority in the same classification if METRO determines business reasons permit.

15 **SECTION 6 – OVERTIME**

16 A. All hours worked in excess of eight hours in the scheduled workday or on a CIO
17 Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-
18 time rate of pay for actual overtime hours worked.

19 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
20 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
21 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
22 differential.

23 C. Overtime will be offered on a rotating basis from a CIO Employee overtime list. If
24 the list is exhausted or if no CIO Employee on the list is reasonably available, overtime will be
25 offered to eligible Pass Sales Office (“PSO”) Employees by seniority on a rotating basis. If no PSO
26 Employee is reasonably available, METRO may assign overtime to CIO Employees by inverse
27 seniority.

28 **SECTION 7 – SPECIAL ALLOWANCES**

1 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
2 graveyard shift.

3 B. A CIO Employee, who has gone home after his/her regular shift, and who is called
4 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
5 A CIO Employee called in before his/her scheduled report time and in conjunction with his/her
6 regular shift will be paid for actual hours worked. An exception shall be telecommuters, who will be
7 guaranteed one hour of pay at the overtime rate.

8 C. CISs and Assigned CISs shall receive a straight-time premium for assignments
9 instructing another ~~individual~~ Employee as follows:

10 1. One hour of pay at the CIO Employee's current rate for four hours or less of
11 instruction in one day.

12 2. Two hours of pay at the CIO Employee's current rate for more than four
13 hours of instruction in one day.

14 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
15 out of classification work in the PSO.

16 E. CIS trainees will receive at least 50% of the current top step hourly wage for CISs
17 for actual hours worked until successfully completing training.

18 **SECTION 8 – SPECIAL BENEFITS**

19 A. When a CIO Employee is informed during his/her regular shifts that overtime in
20 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
21 30-minute unpaid meal period or a 15-minute paid break, upon request.

22 B. When a CIO Employee is called in for emergency work two or more hours prior to
23 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
24 paid break, upon request.

25 **SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS**

26 A. Each Assigned CIS shall receive his/her work assignments from METRO and may
27 work less than an eight hour day and/or 40-hour workweek.

28 B. If the PARTIES agree to split shifts, up to one-third of Assigned CIS shifts may be

1 split, with a maximum spread of 12-1/2 hours. The Assigned CIS will be paid at a rate equivalent to
2 time and one-half for spread time in excess of 10-1/2 hours.

3 **C.** An Assigned CIS who is on active pay status at least 80 hours in one calendar
4 month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are
5 observed in the succeeding month. In addition, an Assigned CIS may be eligible for a personal
6 holiday, as provided in Article 8, Section 5. An Assigned CIS who works less than 80 hours in one
7 calendar month will not be eligible for holiday pay in the succeeding month. However, such
8 Employee, who works on the day of observance of any of the holidays listed in Article 8, Section 4,
9 will be paid at the overtime rate.

10 **D.** An Assigned CIS will accrue sick leave upon qualification.

11 **E.** Not more than 40% of all CIS positions shall be Assigned CISs.

12 **F.** METRO shall offer all new or vacant full-time CIS positions to qualified Assigned
13 CISs. If no qualified Assigned CIS is available, METRO then shall offer the new or vacant CIS
14 positions to qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned CIS
15 positions to qualified PSO Employees. If there are no qualified PSO applicants, METRO may
16 conduct an open and competitive recruitment to fill the vacancy. Seniority shall determine the order
17 of selection after qualifications have been determined through appropriate criteria and testing
18 methods as determined by METRO. METRO shall determine qualification criteria.

19 **G.** A Senior CIS shall notify CISs of infractions but will not issue discipline or
20 perform formal performance evaluations of Employees.

21 **H.** Senior CISs ~~will~~ may monitor CISs on an ongoing/rotating basis. An observation
22 report will be placed in the CIO Employee's file only upon request of the Employee. [\[TA 10/8/2013\]](#)

23 **I.** Vacancies in Senior CIS positions will be filled from qualified CIS applicants.
24
25
26
27
28

1 **ARTICLE 22: SUPERVISORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A “First-Line Supervisor (Supervisor)” shall mean a person employed by METRO
4 on a regular full-time continuing basis in any one of the following classifications:

- 5 • Base Dispatcher/Planner
- 6 • Communications Coordinator
- 7 • Schedule Maker
- 8 • Service Supervisor
- 9 • Transit Instructor

10 B. A “Supervisor-in-Training (SIT)” shall mean an Employee who is training to
11 become a Supervisor.

12 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

13 The management and direction of the work force, which includes, but is not limited to,
14 assigning work, clarifying all job specifications with regard to duties and setting performance
15 standards with input from Supervisors, is vested exclusively in METRO, limited only by the stated
16 conditions in this Article. No changes in existing rights or related conditions shall be made without
17 first negotiating with the UNION.

18 ***SECTION 3 – SUPERVISOR-IN-TRAINING***

19 A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at
20 least two calendar weeks. Candidates for these positions shall be selected from METRO FTOs, Rail
21 Operators, Streetcar Operators and Rail Supervisors, who were not previously Bus Supervisors.
22 Operator candidates must have at least two and one-half years of full-time bus driving service in the
23 five years preceding the closing date for applications. Interested Employees must formally apply
24 through METRO’s Transit Human Resources Office within the specific time frame listed. Selection
25 of SIT candidates shall be the sole responsibility of METRO. Candidates shall be selected in
26 accordance with METRO’s Merit System on the basis of ability, training, education, experience and
27 job performance, as determined by appropriate testing procedures and evaluations, which have been,
28 and will continue to be, developed with input from the Supervisors. Whenever possible, a

1 Supervisor, selected by METRO after consultation with the UNION, will be included in the SIT
2 candidate selection process.

3 **B.** Successful candidates will be placed on a list by seniority. The SIT candidate list
4 will remain in effect until exhausted. Candidates must meet eligibility criteria used for the
5 recruitment process at the time of appointment or they will be removed from the list. Once removed
6 from the list, an Operator must wait until the next recruitment and reapply.

7 **C.** SITs will be placed in that classification for twelve months. During the twelve-
8 month period, each SIT will be required to qualify in the Base Dispatcher/Planner and Service
9 Supervisor classifications. Failure to qualify will result in termination as an SIT. Upon completion
10 of training in each area, the SIT will receive a performance evaluation. Upon qualification in all
11 required areas, the SIT will receive a formal review with METRO. An SIT who is terminated or
12 withdraws from any of the required classifications during training will be returned to FTO with no
13 loss of seniority.

14 **D.** METRO will establish and publish standards for qualification and, with input from
15 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
16 each required classification.

17 **E.** SIT candidates may be trained before an appointment is available. If such training
18 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT
19 probation requirement and will be credited day for day for purposes of leave accruals, salary step
20 placement and future salary step increases.

21 **F.** An SIT shall not formally train another SIT at any time.

22 **G.** Upon appointment, an SIT shall be subject to a twelve-month probationary period.

23 **H.** An SIT, upon hire date, will receive a voucher for four pairs of uniform pants, six
24 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
25 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
26 allowance according to the provision in Section 10, Paragraph B.

27 **I.** An SIT may be assigned to work Service Supervisor or Base Dispatcher/Planner
28 shifts under direct supervision of a Supervisor. Upon successful completion of training in either

1 classification, the SIT may independently work shifts in that classification.

2 **J.** Upon qualification in either Service Supervisor or Base Dispatcher/Planner
3 classification, the SIT may be placed at the bottom of the relief list in that classification for the
4 remainder of the time s/he is assigned to that classification. Upon qualification in both
5 classifications, an SIT will be assigned work in either classification, at METRO's discretion. When
6 assigned to a relief list, the SIT's assignments will be governed by the provisions of Section 6,
7 Paragraphs E, F and G.

8 **K.** Upon qualification in both classifications, and by mutual agreement between the
9 PARTIES, an SIT may be eligible to fill a vacant Supervisor position by seniority.

10 **L.** At METRO's discretion, an SIT who has successfully qualified in the Service
11 Quality and Base Dispatcher/Planner classifications may volunteer to qualify in the Transit Instructor
12 or Communication Coordinator classification.

13 **M.** Upon qualification in a classification, an SIT will be eligible to bid on overtime in
14 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.

15 **N.** Requests for vacation or other paid time off will be granted, as staffing levels
16 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
17 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
18 classification in which the SIT is being trained at the time of vacation.

19 **O.** The following provisions of this Article shall also apply to SITs: Section 6,
20 Paragraphs I and N; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C.

21 **SECTION 4 – PICKS**

22 **A.** In the spring and fall of each year, when a facility opens or closes, or when
23 mutually agreed by the PARTIES, all shifts or positions required in the job classifications of
24 Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker (when a
25 Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph C), and Transit
26 Instructor, will be posted for a general pick. The two general picks will be held unless a special pick
27 has occurred or is scheduled to occur within 45 days of the general pick. Copies of schedules and
28 assignments to be picked will be posted at all work sites 14 days prior to the pick. METRO also will

1 issue each Supervisor, and the UNION, a copy of this information. After the posting, there will be a
2 review period in which changes may be made by METRO. No changes will be made five days prior
3 to the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will
4 occur between April 1 and April 15 and implementation of the fall pick will occur between October 1
5 and October 15.

6 **B.** Shifts will be classified as regular and relief. Supervisors will be permitted to
7 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available
8 for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the PARTIES.

9 **C.** Supervisors who have not worked in a classification for twelve months may
10 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will
11 be considered permanently qualified unless mutually agreed by the PARTIES.

12 **D.** A Supervisor may report to the pick room no earlier than 20 minutes prior to
13 his/her pick time to examine available work assignments.

14 **E.** A Supervisor who does not attend the pick must leave, with the UNION, at least
15 four choices of assignments in order of preference. Failure to do so will result in the UNION
16 representative making every effort to select an assignment comparable to the assignment last selected
17 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
18 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
19 working hours.

20 **F.** UNION representation for the Supervisors shall be present during the pick.

21 **G.** All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
22 significant duties, RDOs, or job classification changed during a shake-up without approval of the
23 affected Supervisor(s) and the UNION.

24 **H.** At each pick, Supervisors may volunteer in writing to work overtime.

25 **I.** There will be no restriction, except as provided elsewhere in this Article, on the
26 number of Supervisors picking in or out of a particular classification except that the number of
27 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years,
28 picking into the Transit Instructor, or Communications Coordinator classifications will be limited to

1 two in each classification. However, the unit supervisor may exceed this number at his/her discretion.
2 For picks due to the opening or closing of a facility, or changes in facility hours, nonqualified
3 Supervisors will not be allowed to pick into the Transit Instructor, Schedule Maker or
4 Communications Coordinator classifications without prior approval of the unit supervisor.

5 **J.** If a sufficient number of qualified Supervisors do not voluntarily pick into a
6 particular classification, Supervisors who are currently qualified in that classification will be required,
7 in inverse order of seniority, to pick shifts in that classification. When a Supervisor is forced into a
8 classification because of the language in this Paragraph, there will be a re-pick for all Supervisors
9 with less seniority than the Supervisor who is being forced.

10 **K.** If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor or
11 Communications Coordinator classification and fails to qualify, his/her vacant shift will be filled by
12 the next most senior Supervisor who desires it, who will be inserted into the section in seniority
13 order. There will be a repick of assignments within the section, starting with the inserted Supervisor.
14 The Supervisor who fails to qualify will fill the resulting vacancy if s/he is qualified to do so. If not,
15 this process will be repeated until there is a vacancy in a classification in which s/he is qualified. S/he
16 may repick the classification in which s/he failed to qualify after a period of two years or with the
17 approval of the unit supervisor.

18 **L.** To be considered qualified as a Communications Coordinator, a Supervisor must
19 successfully complete a qualification process consisting of a training period and two weeks of
20 independent performance of the duties of the position. METRO will determine qualification based on
21 job performance. Supervisors who fail to qualify in this classification will not participate in the
22 qualification process for a period of two years without permission of the unit supervisor.

23 **M.** In order for a Supervisor to pick the Service Quality or Training Sections or to be
24 on an overtime list in either classification, the Supervisor must have a valid CDL with required
25 endorsement, medical certification or waiver of certification at the time of the pick. Licenses,
26 waivers and endorsements will be checked at the pick.

27 **N.** A Supervisor picking the Transit Instructor classification will pick his/her work
28 location by seniority.

1 **O.** All block assignments shall have ten hours off between consecutive day's
2 assignments except that in one instance per week per blocked assignment, there may be a minimum
3 of eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
4 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
5 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
6 assignments shall select one set of the same posted assignment for two consecutive days, a different
7 set of the same posted assignment for another two consecutive days, and a third posted assignment for
8 a single day. Supervisors' selection of blocks may require inclusion of a one-day floating assignment.
9 Should either party be adversely affected by this Paragraph, the PARTIES agree to meet and negotiate
10 necessary changes.

11 **P.** Pick will be governed by the provisions of this Section and by guidelines mutually
12 developed and agreed by the PARTIES.

13 ***SECTION 5 – MOVE-UPS***

14 **A.** When a vacancy occurs during a shake-up in any Supervisor classification and
15 METRO elects to fill the vacant shift, a system-wide seniority move-up will be held by the UNION as
16 soon as possible. Remaining vacant assignments may be offered in seniority order to SITs who are
17 qualified in all required classifications. If there is a remaining vacancy in the Communications
18 Coordinator or Transit Instructor classification not filled by a move-up, METRO may fill the vacancy
19 with the lowest seniority Supervisor who is qualified in the classification and who is not already
20 assigned to the Communications Coordinator or Transit Instructor classification. Once a Supervisor
21 is forced into the classification because of the language of this Paragraph, shifts will be picked by
22 seniority starting with the forced Supervisor.

23 **B.** Move-ups may not be requested during the last eight weeks of the current shake-
24 up.

25 **C.** A Supervisor qualifying in the Communications Coordinator or Transit Instructor
26 classification may participate in move-ups; but s/he will not move into the new assignment until s/he
27 has completed or been released from the training requirement.

28 ***SECTION 6 – WORK ASSIGNMENTS***

1 A. All job classifications except for Transit Instructor, SIT and Schedule Maker shall
2 have regular shifts and relief shifts. All shifts will be available for pick according to the pick
3 guidelines.

4 B. All assignments in the classification of Schedule Maker and Transit Instructor shall
5 be completed within a continuous eight hour period, unless the assignment is designated for an
6 unpaid 30-minute lunch break.

7 C. All Base Dispatcher/Planner shifts shall be straight through, unless mutually
8 agreed by the PARTIES. Communications Coordinator assignments shall have no more than one
9 split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service
10 Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-
11 through on nights (any shift completed after 8:00 P.M.), weekends and holidays when Sunday
12 schedules are operating. Relief Supervisors in the Service Quality Section shall be guaranteed 70%
13 straight-through shifts on weekdays, unless waived by the Relief Supervisor, and 100% straight-
14 through on nights, weekends and holidays when Sunday schedules are operating. Temporary split
15 extra assignments may be assigned to the relief list, however, a Relief Supervisor cannot be required
16 to work a split extra assignment for more than two consecutive weeks.

17 D. Regular shifts shall consist of five consecutive days of work within a specific
18 classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall be
19 two consecutive days. 4/40 shifts shall consist of four consecutive days of work within a specific
20 classification, with each workday guaranteed ten hours. All regular shifts in the classifications of
21 Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will be assigned in
22 their entirety unless otherwise approved by the unit supervisor. When a shift is cancelled, the unit
23 supervisor will notify the UNION.

24 E. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-hour
25 guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each pay
26 period for the following pay period. There will be two consecutive RDOs for each 40-hour week,
27 except for Relief Supervisors with Friday and Saturday RDO combinations switching to another RDO
28 combination or vice versa. RDOs will not be changed or cancelled without the consent of the

1 affected Supervisor, except in an emergency. The RDOs for Relief Supervisors may change each pay
2 period as a result of the availability of assignments.

3 **F.** Prior to the end of each pay period, each Relief Supervisor will pick his/her
4 assignment for the next pay period from the known available assignments and available RDOs, by
5 seniority. Assignments with four or five days of the same shift number available in one pay week
6 (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week will be
7 picked separately. Assignments selected the first week will not affect selections in the second week,
8 except where minimum time off between shifts and/or 54 hours off for RDOs would be
9 compromised. Block assignments may be broken up with shifts selected individually by the Relief
10 Supervisor.

11 **G.** If there are not enough work assignments for all Relief Supervisors to choose
12 from, extra assignments may be created. METRO may change a Relief Supervisor's extra assignment
13 by up to eight hours, provided the change is made at least twelve hours before the start time of the
14 Supervisor's extra assignment, except as provided in Paragraph I. In an emergency, or with the Relief
15 Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more than four
16 hours and with less than twelve hours notice. Relief Supervisors who have picked extra assignments
17 must check in between twelve and eight hours prior to the scheduled start of the extra assignment to
18 find out if there is a change.

19 **H.** METRO may post assignments that may be open for more than two weeks for
20 selection by Relief Supervisors within the work unit. Vacant assignments may be posted until filled
21 by a move-up. [TA 10/16/2013]

22 **HI.** Scheduled Transit Instructor work will be selected by seniority by qualified
23 Transit Instructors at the worksite. Selected assignments will be worked in their entirety unless a
24 requested change is approved by the unit supervisor. METRO may modify a Transit Instructor's
25 work assignments to meet training needs. To balance workload, METRO may require one or more
26 Transit Instructors from one worksite to work at a different worksite. Such assignments will be made
27 to qualified Transit Instructors in inverse seniority, unless a more senior, qualified Transit Instructor
28 volunteers for the assignment.

1 **IJ.** All Supervisors shall have at least 54 hours scheduled off for their two consecutive
2 RDOs.

3 **JK.** METRO will determine the number of relief shifts in each classification, but the
4 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all
5 shifts in that classification; however, not less than three at METRO's option.

6 **KL.** METRO agrees to assign all special assignments, tasks and projects by giving
7 equal consideration to the Supervisor's education, ability and experience as it applies to each
8 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply;
9 and selection shall be based on the above criteria if the special assignment, task or project is to exist
10 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
11 assignment, task or project will be rotated among those Supervisors who applied and who meet the
12 above criteria, provided the rotation does not result in project delay. METRO also recognizes the
13 need for ongoing optional training programs which will allow Supervisors to become better qualified
14 for their present work assignments or for advancement.

15 **LM.** Any work that has been historically or traditionally performed by Supervisors
16 will not be performed by any other individual.

17 **MN.** On a holiday when METRO operates a Sunday schedule, Base Operations
18 Utility and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
19 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each
20 shift and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled
21 Supervisor for that shift will be off with holiday pay. If a Utility or Planner/Utility shift is not
22 cancelled, the regularly scheduled Supervisor for that shift will have the option of working the shift or
23 taking the day off with holiday pay. If the regularly scheduled Supervisor chooses not to work that
24 shift, the shift will be filled by the normal Relief Supervisor assignment process, then through the
25 overtime assignment processes.

26 **NO.** When a shift remains unfilled within one hour of the start time of the shift and
27 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
28 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The

1 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
2 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,
3 Supervisor qualification, business requirements and the Supervisor's desire to change work
4 assignments.

5 **OP.** METRO may require up to four Supervisors to train in each of the
6 Communication Coordinator and Transit Instructor classifications during each shake-up. Volunteers,
7 in seniority order, will be selected for the training. If there are not enough volunteers to fill
8 designated training requirements, Supervisors may be required to train. If a Supervisor is required to
9 train as a Communications Coordinator, s/he will be selected in inverse seniority order from
10 Supervisors who have ~~four~~ three or more years of seniority and who have not had a previous
11 opportunity to train as a Communications Coordinator. If a Supervisor is required to train as a Transit
12 Instructor, s/he will be selected in inverse seniority order from Supervisors who have not had a
13 previous opportunity to train as a Transit Instructor. A Supervisor who fails to qualify will return to
14 his/her picked assignment. For the purpose of this Paragraph, years of seniority will be calculated
15 from the date of appointment as an SIT and adjusted day-for-day for any time spent in excess of 90
16 consecutive calendar days on either military leave (unless required otherwise by law) and/or in a
17 layoff status. *If a Supervisor has volunteered to train and successfully qualifies as a Communications*
18 *Coordinator, either through the pick process or in response to an offer to train, the Supervisor can be*
19 *forced to remain in the Control Center per the provisions in Article 22.4.J and 22.5.A for up to one*
20 *year only. [TA 11/19/2013]*

21 **SECTION 7 – SPECIAL ALLOWANCES**

22 **A.** Spread time pay, at one-half pay, will be awarded after 10-1/2 hours within one
23 workday, providing that premium time is not already being paid, in which case spread time will be
24 reduced by the exact amount of premium time. Twelve hours will be the limit for any spread
25 assignment.

26 **B.** Any Supervisor working in the Communications Coordinator classification will
27 receive a 5% differential added to his/her wage rate for all time worked in that classification. Any
28 Supervisor working a window shift as a Base Dispatcher/Planner will receive a 5% differential added

1 to his/her wage rate for all time worked in that capacity.

2 C. A Supervisor shall receive two hours straight-time pay for each shift during which
3 s/he instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or retraining
4 for which METRO requires a written evaluation. This pay will be contingent on the completion of an
5 evaluation of the trainee's performance.

6 **SECTION 8 – OVERTIME**

7 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
8 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

9 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
10 pay of four hours. No Supervisor will be required to work on his/her RDO except in an extreme
11 emergency.

12 C. All overtime will be assigned according to guidelines mutually developed and
13 agreed by the PARTIES.

14 D. Posted special event assignments will be available for pick by those Supervisors
15 selecting either the Service Supervisor or Communications Coordinator classifications. These
16 assignments will be known as future overtime and will be credited to the Supervisor in advance and
17 combined with hours actually worked.

18 **SECTION 9 – VACATION SELECTION**

19 The selection of vacation will follow those guidelines set for vacation selection and accrual in
20 Article 9 with the following exceptions:

21 A. At the spring pick, Supervisors will select vacations in increments of no less than
22 five days, in order of Supervisor seniority in each classification. After all first choices are filled by
23 seniority, second, third, fourth and fifth choices will be selected in that order by seniority within each
24 classification. Appropriately accrued vacation will be used in the selection of these periods.

25 [Supervisors shall use the same Vacation Period Table as Transit Operators. \[TA 11/1/2013\]](#)

26 B. At the fall pick, if a Supervisor picks into a classification, listed in Section 1, other
27 than the one for which s/he has selected his/her fall vacation, and his/her fall vacation period is full in
28 the newly picked classification, s/he may not bump a person with lower seniority who has already

1 selected that period in that classification. Such Supervisor will select another vacation period from
2 the remaining periods in the new classification. Appropriately accrued vacation will be used in the
3 selection periods.

4 C. The number of Supervisors within a classification allowed on vacation during the
5 same period shall be at least 14% of the number of Supervisors in that classification, including SITs
6 projected to be in the classification on June 30. However, during FTO pick, the minimum number of
7 Base Dispatcher/Planners allowed on vacation shall be reduced by two except during the August FTO
8 pick when it will be reduced by one. Qualified Relief Supervisors and/or one-third of all Transit
9 Instructors may be required to work in other classifications to fill vacation reliefs, by inverse
10 seniority.

11 D. A Supervisor may use his/her current vacation accrual in single-day increments
12 with the approval of his/her immediate supervisor.

13 **SECTION 10 – SPECIAL BENEFITS**

14 A. Upon the approval of the unit supervisor, at least one Supervisor per day in each
15 classification shall be allowed to use a personal holiday.

16 B. Annually, on the fourth Monday in January, a uniform allowance payable by
17 voucher of twelve times the top step of the Service Supervisor wage rate on January 1 of each year
18 shall be available for each Supervisor. The maximum uniform allowance balance which may be
19 carried over into the next year is ~~\$500~~ **twenty times the top step of the Service Supervisor wage rate in**
20 **effect on January 1**. The uniform voucher may be used only to purchase authorized uniform items.
21 When a Supervisor needs to replace his/her all-weather parka or jacket due to normal wear and tear,
22 METRO will issue a voucher for its replacement. In addition to the above allowances, a Supervisor
23 may be reimbursed once each calendar year for one pair of personal work shoes costing up to an
24 amount of six times the top step of the Base Dispatcher/Planner wage. To receive reimbursement the
25 shoes must meet the current standards of uniform footwear for Supervisors.

26 1. A Supervisors' Uniform Committee shall be appointed to maintain or
27 modify all Supervisors' clothing and appearance standards.

28 2. All necessary **safety and** foul weather gear will be provided by METRO.

1 [TA 10/16/2013]

2 **SECTION 11 – GENERAL**

3 **A.** All Supervisors working in the classifications of Transit Instructor,
4 Communications Coordinator, Service Supervisor and SIT will receive hands-on orientation on all
5 coach or coach-related equipment within 90 days of its use in service. Those Supervisors who are
6 directly involved in the operation/service of the special equipment will receive orientation or training
7 on such equipment.

8 **B.** It is METRO’s responsibility that all Supervisors will be trained and certification
9 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary
10 resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

11 **C.** The PARTIES will establish a Supervisors Labor-Management Relations
12 Committee for the purpose of exploring and responding to issues of mutual concern to METRO and
13 the Supervisors.

14 **D.** METRO and the Supervisors will develop a complete written description of the
15 duties and responsibilities of each shift, to be made available at each pick.

16 **E.** For all classifications as set forth in Section 1: METRO will determine the number
17 of Supervisors allowed to have time off through day off book procedures and will accommodate
18 Supervisor requests consistent with daily staffing requirements. Day off book procedures will be
19 consistent in all classifications. Requests for AC days may not be entered into the day off book more
20 than one calendar month in advance of the day(s) off desired.

1 **ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 3 • Operations Support System (OSS) Coordinator
4 • Scheduling Technical Information Processing Specialist III
5 • Senior Schedule Planner
6 • Transit Information Planner

7 ***SECTION 2 – GENERAL CONDITIONS***

8 A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators ~~will~~
9 ~~be Fair Labor Standards Act (FLSA) exempt~~ are presently classified as salaried Employees ~~who~~ and as
10 ~~such~~ may work flexible schedules. The decision of whether to classify Employees as FLSA-exempt
11 is solely within the discretion of King County. Should King County change the salaried status of
12 Employees under this Article, it shall negotiate the effects of this change with the UNION. An
13 Employee may work an alternative work schedule, which may include but is not limited to: 4/40,
14 flexible work hours, compressed workweek, telecommuting and/or job share arrangements upon
15 approval of his/her unit supervisor. FLSA-exempt Employees may be granted up to a maximum of
16 ten days executive leave annually, to be administered according to King County policy. [TA
17 10/4/2013]

18 B. When there is a regular vacancy in the Senior Schedule Planner classification, it
19 will be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the
20 vacancy based on seniority, work knowledge and work performance. The remaining vacant
21 assignment will be subject to recruitment and will be filled by a Bus Supervisor, Rail Supervisor or
22 O&M Supervisor who has previous Bus Supervisor seniority or an OSS Coordinator, based on merit.
23 If no Bus Supervisor, Rail Supervisor, or O&M Supervisor who has previous Bus Supervisor
24 Seniority or OSS Coordinator applies during a recruitment to fill a regular vacancy, METRO may
25 then recruit for and select from other qualified Employees.

26 C. At every regular Supervisor pick, one Senior Schedule Planner position will be
27 used for training. METRO will solicit letters of interest from Bus Supervisors, Rail Supervisors and
28 an O&M Supervisor who has previous Bus Supervisor seniority and OSS Coordinators to temporarily

1 fill this Senior Schedule Planner position. The Senior Schedule Planner position is intended to
2 provide Supervisors or OSS Coordinators with training opportunities in the Schedule Unit. If there
3 are multiple candidates for this training position, METRO will make a selection using a merit-based
4 selection process. If there are no applicants for this training position, the position will be filled as a
5 Schedule Maker position and posted no later than six days prior to Supervisor pick, in accordance
6 with Supervisor pick guidelines. In order to provide for an orderly transition, there will be a brief
7 period of overlap between the Supervisor completing his/her training period and the next Supervisor
8 selected to begin his/her training, in order for the new trainee to become qualified.

9 **D.** When there is a regular vacancy in the OSS Coordinator classification it will be
10 filled by a Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor
11 experience or a Senior Schedule Planner. METRO will use a merit-based selection process to
12 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
13 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select
14 from qualified Employees.

15 **E.** When an OSS Coordinator is required to work on a holiday, s/he will have another
16 day off with pay on a day mutually agreed by the Employee and his/her unit supervisor.

17 **F.** Employees listed in Section 1 will receive a second personal holiday to be used in
18 the payroll year in lieu of the holiday for Lincoln's Birthday specified in Article 8, Section 4. The use
19 of the personal holiday will be governed by Article 8, Section 7, Paragraph A.

1 **ARTICLE 24: WATERFRONT STREETCAR CONDUCTORS (WFSC)**

2 When the WFSC resumes service, Employees who work on the WFSC will become part of
3 METRO’s Rail Section. In anticipation of this change, the PARTIES agree that Article 24 of the
4 collective bargaining agreement that was in effect between November 1, 2004, and October 31, 2007,
5 is hereby removed from this AGREEMENT. It is understood that deleted text of former Article 24
6 will serve as a starting point for negotiations for a future article for Conductors in Exhibit D. Unless
7 mutually agreed otherwise, negotiations to establish the contents of an article for Conductors will
8 begin at least six months prior to METRO reinstating service on the WFSC.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 25: PASS SALES OFFICE EMPLOYEES**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 “Pass Sales Office (PSO) Employees” shall mean all Employees in the following
4 classifications:

- 5 • Assigned Pass Sales Representative (Assigned PSR)
- 6 • Pass Sales Representative (PSR)
- 7 • Senior Accounting Representative

8 ***SECTION 2 – GENERAL CONDITIONS***

9 **A.** An operations manual for each area of PSO will specify applicable policies and
10 procedures. Such policies and procedures shall not conflict with the provisions of this
11 AGREEMENT. Revisions will be discussed with the UNION before implementation. A complete,
12 updated manual will be available to all PSO Employees.

13 **B.** The PARTIES agree to establish a Joint Working Conditions Committee
14 comprised of equal numbers of METRO management and UNION-appointed Sales and Customer
15 Services representatives. The purpose of this committee will be to improve working conditions and
16 work processes in Sales and Customer Services. The committee will meet regularly and during the
17 planning phase of any project that will impact working conditions. The UNION-appointed
18 representatives on the committee shall be paid by METRO at the appropriate rate.

19 ***SECTION 3 – WORK ASSIGNMENTS***

20 **A.** The workweek shall consist of five consecutive days, except when an Employee’s
21 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
22 workday. Each shift, except where modified by historical practice, will be completed within either a
23 continuous nine hour period with an unpaid one hour lunch period and will include two paid fifteen
24 minute breaks, or a continuous eight and one-half hour period and will include an unpaid one-half
25 hour lunch and two paid 15-minute breaks.[TA 8/13/2013]

26 **B.** The graveyard shift shall be considered the first shift of the day; the day shift shall
27 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
28 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from

1 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

2 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
3 hours off between shifts and at least 60 hours off for RDOs.

4 **SECTION 4 – PICKS**

5 A. Each PSR will select his/her position at a time scheduled in conjunction with
6 Transit Operator picks. Positions at the Sales Counter, Metro Customer Stop and 624-PASS will be
7 available for pick. At pick a volunteer list for qualified PSRs will be posted for backfill purposes for
8 short term vacancies.

9 B. During his/her probationary period, each PSR will receive training in each of the
10 following areas: Sales Counter or Metro Customer Stop and 624-PASS. A PSR will not participate
11 in the pick until his/her training period is completed and s/he is qualified in all work areas. A PSR
12 trainee who completes his/her training and is qualified in all work areas will pick a vacant position by
13 seniority for the remainder of the current shake-up.

14 C. Copies of the proposed pick schedules and shifts will be posted for review 21
15 calendar days prior to the start of the pick. Changes in the posting may not be made less than five
16 days prior to the pick.

17 D. A UNION representative shall be present during the pick.

18 E. A PSR who is unable to attend the pick may leave an absentee pick form indicating
19 his/her work preferences with the UNION. Failure to do so will result in the UNION representative
20 picking an assignment for the Employee. The UNION representative will make an effort to select an
21 assignment comparable to the assignment last selected at pick. Selections made by the UNION will
22 not be subject to the grievance/arbitration procedure. Employees shall not be compensated for time
23 spent in the selection process, unless it is during their regular work hours.

24 F. When METRO determines that a PSO Employee will be unavailable for work for
25 an entire shake-up, for any reason, that PSO Employee shall not pick a shift. This provision shall
26 include PSO Employees who are detailed or upgraded into job classifications other than their own.

27 **SECTION 5 – FILLING VACANCIES**

28 A. A “short term vacancy” shall mean a vacancy lasting for five or fewer working

1 days. A “temporary vacancy” shall mean a vacancy lasting for more than five working days. A
2 “permanent vacancy” shall mean a vacancy for which there is a hiring process.

3 **B.** At pick, PSRs qualified in all PSO work areas will have the opportunity to be on a
4 volunteer list for backfill of short term vacancies. If there are no volunteers available, such work will
5 be assigned by inverse seniority on a rotating basis. A record of the rotating inverse seniority list
6 shall be posted and kept updated.

7 **C.** If a temporary vacancy is to be filled, it shall be filled by detail assignment. PSO
8 Employees who are qualified and willing to do the work shall be given first consideration. Seniority,
9 workload and staffing needs shall be the determining factors in filling the position. If no PSO
10 Employee volunteers are available, the position will first be assigned to PSO Employees by inverse
11 seniority on a rotating basis, then to qualified volunteers from the CIO. If no qualified Employees are
12 reasonably available, outside help will be used. The UNION will be advised when outside help is
13 called.

14 **D.** METRO shall offer all new or vacant full-time PSR positions to qualified
15 Assigned PSRs. If no qualified Assigned PSR is available, METRO then shall offer the new or
16 vacant PSR positions to qualified CIO Employees. Likewise, METRO shall offer all new or vacant
17 Assigned PSR positions to qualified CIO Employees. Seniority shall determine the order of selection
18 after qualifications have been determined through appropriate criteria and testing methods as defined
19 by METRO. METRO shall determine qualification criteria. If there are no qualified CIO applicants,
20 METRO may conduct an open and competitive recruitment to fill the vacancy.

21 **E.** When a permanent vacancy occurs, PSO Employees working in such classification
22 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
23 shake-up.

24 **SECTION 6 – OVERTIME**

25 **A.** Overtime will be offered by seniority on a rotating basis from a PSO Employee
26 overtime list. If the list is exhausted or if no PSO Employee on the list is reasonably available,
27 overtime will be offered to eligible CIO Employees by seniority on a rotating basis. If no CIO
28 Employee is reasonably available, METRO may assign overtime to PSO Employees by inverse

1 seniority.

2 **B.** All hours worked in excess of eight hours in the scheduled workday or work on a
3 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
4 straight-time rate of pay of the classification for actual overtime hours worked.

5 **C.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
6 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
7 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
8 differential.

9 ***SECTION 7 – SPECIAL ALLOWANCES***

10 **A.** Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
11 graveyard shift.

12 **B.** A PSO Employee who has gone home after his/her regular shift, and who is called
13 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
14 A PSO Employee called in before his/her scheduled report time and in conjunction with his/her
15 regular shift will be paid for actual hours worked.

16 **C.** PSRs and Assigned PSRs shall receive a straight-time premium for instructing
17 individuals as follows:

18 **1.** One hour of pay at the PSO Employee's current rate for four hours or less of
19 instruction in one day.

20 **2.** Two hours of pay at the PSO Employee's current rate for more than four
21 hours of instruction in one day.

22 **D.** PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour
23 for out of classification work in the CIO.

24 ***SECTION 8 – SPECIAL BENEFITS***

25 **A.** When a PSO Employee is informed during his/her regular shift that overtime in
26 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
27 30-minute unpaid meal period or a 15-minute paid break, upon request.

28 **B.** When a PSO Employee is called in for emergency work two or more hours prior to

1 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
2 paid break, upon request.

3 C. Each PSO Employee required to work in a transit center or at a ~~permanent~~ satellite
4 customer stop will be provided with a telephone. [TA 10/8/2013]

5 D. METRO shall maintain a silent alarm system at all METRO-operated PSO
6 counters.

7 **SECTION 9 – VACATION SELECTION**

8 A. Vacations will be picked by seniority as outlined in this Section. Senior
9 Accounting Representatives will pick from a separate vacation list.

10 B. The vacation pick shall be completed by November 15th each year. The vacation
11 calendar shall remain posted and shall be kept current.

12 C. Vacations may be split into periods of one or more full weeks when this can be
13 arranged at no additional cost to METRO. A PSO Employee may elect to take 50% of his/her
14 vacation in one-day or one-hour increments. Requests for use of such vacation must be approved in
15 advance by the immediate supervisor.

16 D. A PSO Employee who takes his/her vacation in two or more periods shall select
17 the second period of his/her vacation after all PSO Employees in his/her classification have made
18 their first selection; his/her third selection after all PSO Employees in his/her classification have
19 made their second selection; etc., until all periods of vacation have been selected.

20 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
21 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the
22 vacation pick.

23 F. Any picked vacation periods not used will be offered to other PSO Employees by
24 seniority in the same classification if METRO determines business reasons permit.

25 **SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING**

26 **REPRESENTATIVES**

27 A. Each Assigned PSR shall receive his/her work assignments from METRO and may
28 work less than an eight-hour day and/or 40-hour workweek.

1 **B.** No regular, full-time, continuous shift in the PSO shall be split during the life of
2 this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR will be
3 required to accept a split shift without mutual agreement between the PARTIES.

4 **C.** An Assigned PSR, who is on active pay status at least 80 hours in one calendar
5 month, also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which
6 are observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
7 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
8 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR
9 who works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid
10 at the overtime rate.

11 **D.** An Assigned PSR will accrue sick leave upon qualification.

12 **E.** Not more than 25% of all PSO positions shall be Assigned PSRs.

13 **F.** If the PARTIES agree to split shifts, up to one-third of Assigned PSR shifts may be
14 split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate equivalent to
15 time and one-half for spread time in excess of 10-1/2 hours.

16 **G.** Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
17 infractions but will not issue discipline or perform formal performance evaluations of PSO
18 Employees.

19 **H.** Vacancies in the position of Senior Accounting Representative will be filled by a
20 PSO Employee with at least two years of experience as a PSR. When qualifications and experience
21 are equal, continuous service as a PSR will be the determining factor.

1 **ARTICLE 26: TEMPORARY EMPLOYEES**

2
3 ***SECTION 1 – DEFINITION***

4 A. “Temporary Employee” shall mean a person who is employed for a period of time
5 not to exceed 1040 hours in a rolling twelve-month period. However, Temporary Employees may be
6 used for a maximum period of 2080 hours in a rolling twelve-month period if mutually agreed by the
7 PARTIES.

8
9 B. “Project Temporary Employee” shall mean a person who is employed for a period
10 of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed the
11 duration of the project, the duration of a backfill for another Employee, or two years, whichever
12 comes first.

13
14 C. Employees covered by this Article:

- 15 1. Will not be used to fill regular, Career Service positions until after the process
16 provided in Article 3, Section 13 has been completed.
- 17 2. Do not become Career Service Employees and must be immediately separated if
18 their employment exceeds the limits established above; otherwise, a contract violation has occurred.
- 19 3. Shall be considered probationary Employees for the duration of their employment,
20 whose instances of discharge will be covered by Article 4.9.
- 21 4. Are not subject to the layoff and recall provisions of the AGREEMENT.
- 22 5. Will be assigned to work locations, shifts, and regular days off by METRO.
- 23 6. Will either be provided with those tools necessary to perform their jobs, or will
24 receive one-third of the applicable tool allowance in effect at the time for the classification.
- 25
26

27 D. Positions filled by Employees covered by this Article will not be part of the regular
28

1 pick process for regular Employees.

2 E. METRO and the UNION will periodically meet to discuss the use of Employees
3 under this Article and whether the work should properly be performed by other Employees.

4 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would
5 employ a substantial number of Employees under this article.

6
7 ***SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE***

8 A. A Temporary Employee or Project Temporary Employee who is selected by METRO for a
9 permanent position in the same classification shall serve a six-month probationary period; however, if
10 the Employee has 90 or more days of continuous temporary employment in the classification at the
11 time of selection, the probationary period shall be reduced to three months and s/he will receive a
12 seniority date, vacation service credits and wage progression which reflects his/her continuous
13 service.
14

15 B. A Temporary Employee or Project Temporary Employee who is separated from METRO
16 and rehired as a permanent Employee within, will not receive seniority or vacation service credits.
17 However, such Employee rehired within a year will receive wage progression credit for time served
18 as a Temporary Employee or Project Temporary Employee.
19

20 ***SECTION 3 – WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES***

21 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
22 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
23 after working more than eight hours in one day, 40 straight-time hours in one workweek, or for hours
24 worked on holidays.
25

26 B. A Temporary Employee who has less than 90 days of service is not eligible for any
27 Employee benefits.
28

1 C. A Temporary Employee who is employed for 90 days or longer continuous service
2 and who works full-time shall be eligible, beginning the first of the month following the 90-day
3 anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.

4 D. A Temporary Employee whose employment is extended beyond 1,040 hours in a
5 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
6 start dates of benefits).
7

8 ***SECTION 4 – WAGES AND BENEFITS FOR PROJECT TEMPORARY EMPLOYEES***

9 A. Project Temporary Employees will have seniority only within a group of Project
10 Temporary Employees in the same classification for picking vacation, overtime opportunities, and for
11 forced overtime.
12

13 B. A Project Temporary Employee may serve as a lead for other Temporary
14 Employees or Project Temporary Employees. Selection for such lead positions shall be based on
15 merit.
16

17 C. When METRO needs to separate one or more Project Temporary Employees, it
18 will do so in inverse seniority order, unless METRO identifies an operational reason to change that
19 order. METRO will provide the plan for the order of separation to the UNION prior to providing
20 formal notice to the Employees.

21 D. A Project Temporary Employee is eligible for benefits from the date of hire (based
22 on established start dates).
23

24 ~~***SECTION 1 – DEFINITION***~~

25 ~~A. “Temporary Employee” shall mean a person who is employed for a period of time~~
26 ~~not to exceed six months. However, Temporary Employees may be used for a maximum period of~~
27 ~~twelve months if mutually agreed by the PARTIES.~~

28 ~~B. “Project Temporary Employee” shall mean a person who is employed for a period~~

1 of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed two years
2 on a special project.

3 ~~SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE~~

4 ~~A full time Temporary Employee or Project Temporary Employee who is selected by METRO~~
5 ~~for a permanent position in the same classification shall serve a six month probationary period;~~
6 ~~however, if the Employee has 90 or more days of continuous temporary employment in the~~
7 ~~classification at the time of selection, the probationary period shall be reduced to three months.~~

8 ~~SECTION 3 – WAGES AND BENEFITS~~

9 ~~A. A Temporary Employee shall be paid for actual hours worked at the current rate in~~
10 ~~effect for his/her classification and length of service. Such Employee is eligible for overtime pay~~
11 ~~after working more than eight hours in one day, 40 straight time hours in one workweek and/or for~~
12 ~~hours worked on holidays.~~

13 ~~B. The employment period will count for pay purposes and the service will count for~~
14 ~~seniority accrual and continuous service credit only during a single period of temporary employment;~~
15 ~~provided, however, when a Temporary Employee or Project Temporary Employee is laid off by~~
16 ~~METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as~~
17 ~~continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged~~
18 ~~will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent,~~
19 ~~Project Temporary, or Temporary Employee.~~

20 ~~C. A Temporary Employee with less than 90 days of service is not eligible for any~~
21 ~~Employee benefits.~~

22 ~~D. A Temporary Employee who is employed for 90 days or longer continuous service~~
23 ~~and who works full time shall be eligible, beginning the first of the month following the 90-day~~
24 ~~anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.~~

25 ~~E. A Temporary Employee whose employment is extended beyond 1,040 hours in a~~
26 ~~rolling twelve month period shall receive retroactive benefits to the date of hire (based on established~~
27 ~~start dates of benefits).~~

28 ~~F. A Project Temporary Employee is eligible for benefits from the date of hire (based~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~on established start dates).~~
~~————— G. Temporary employees will not be used to fill regular, career service positions~~
~~except as provided in Article 3, Section 13.~~

[TA 11/19/2013]

1 **ARTICLE 27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

2 ***SECTION 1 – MODIFICATION PROVISION***

3 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
4 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
5 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
6 UNION President/Business Representative/designee.

7 ***SECTION 2 – SAVINGS CLAUSE***

8 Should any provision of this AGREEMENT be rendered or declared invalid because of any
9 existing or subsequent legislation or by any court decision, the remaining provisions of this
10 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
11 to renegotiate such invalidated provisions to comply with the law.

1 **ARTICLE 28: TERM OF AGREEMENT**

2 This AGREEMENT shall become effective November 1, ~~2010~~2013, and shall remain in full
3 force and effect until October 31, ~~2013~~2016. Not later than August 1, ~~2013~~2016, either party wishing
4 to modify the terms of this AGREEMENT shall notify the other party in writing setting forth their
5 proposal for modification. [TA 6/9/2014]

6
7 **APPROVED** this _____ day of _____, ~~2010~~2013.

8
9
10
11 By: _____

12 The Honorable Dow Constantine
13 King County Executive

14
15
16
17 AMALGAMATED TRANSIT UNION
18 LOCAL 587

19
20
21 _____
22 Paul J. Bachtel
23 President/Business Representative

EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Operators

Transit Operator	\$30.21
Full-Time Transit Operator Trainee (50% of Top Step Transit Operator)	\$15.11

Vehicle Maintenance

Assistant Utility Service Worker (80% of USW)	\$18.11
Electronic Technician	\$34.57
Equipment Dispatcher	\$29.88
Equipment Painter	\$34.57
Equipment Service Worker - Stores Driver	\$28.06
Equipment Service Worker	\$28.06
*Lead Electronic Technician	\$38.03
*Lead Equipment Painter	\$38.03
*Lead Equipment Service Worker	\$30.87
*Lead Maintenance Machinist	\$38.03
*Lead Mechanic	\$38.03
*Lead Purchasing Specialist	\$33.14
*Lead Sheet Metal Worker	\$38.03
*Lead Transit Parts Specialist	\$32.10
*Lead Vehicle Upholsterer	\$38.03
Maintenance Machinist	\$34.57
Mechanic	\$34.57
Mechanic Apprentice (5 step wage progression)	\$34.57
Metal Constructor	\$34.57
Millwright	\$34.57
Paint Preparation Technician (85% of Equipment Painter)	\$29.38
Purchasing Specialist	\$30.13
Purchasing Specialist-NRV	\$30.13
Senior Stores Clerk	\$27.69
Sheet Metal Worker	\$34.57

1	TITLE	
2	Transit Parts Specialist	\$29.18
3	Utility Service Worker	\$22.64
4	Utility Service Worker (Driver - \$0.70 above USW)	\$23.34
5	Utility Service Worker (Driver CDL- \$1.00 above USW)	\$23.64
6	Vehicle Damage Estimator (10% above Sheet Metal Worker)	\$38.03
7	VM Technical Information Process Specialist III	\$27.69
8	VM Technical Information Process Specialist III Stores	\$27.69
9	Vehicle Upholsterer	\$34.57
10	<i>* 10% above non-lead positions</i>	
11	Facilities Maintenance	
12	Building Operating Engineer	\$34.57
13	Carpenter	\$34.57
14	Equipment Operator	\$30.32
15	Facilities Maintenance Worker	\$21.97
16	Grounds Specialist	\$29.21
17	*Lead Building Operating Engineer	\$38.03
18	*Lead Carpenter	\$38.03
19	*Lead Grounds Specialist	\$32.13
20	*Lead Maintenance Constructor	\$38.03
21	*Lead Maintenance Painter	\$38.03
22	*Lead Maintenance Signage Specialist	\$31.34
23	*Lead Transit Radio And Communication Systems Specialist	\$41.31
24	*Lead Transit Custodian	\$27.15
25	*Lead Utility Laborer	\$30.02
26	Maintenance Constructor	\$34.57
27	Maintenance Painter	\$34.57
28	Maintenance Signage Specialist	\$28.49
29	Purchasing Specialist	\$30.13
30	Transit Custodian I	\$22.38
31	Transit Custodian II	\$24.68
32	Transit Electronics Communication Technician	\$27.01
33	Transit Radio And Communication Systems Specialist	\$37.55

1	TITLE	
2	Utility Laborer	\$27.29
3	<i>*10% above non-lead position</i>	
4	Revenue Coordinators	
5	Revenue Coordinator	\$31.03
6	Special Classifications	
7	Accounting Technician I	\$23.74
8	Accounting Technician II	\$26.96
9	Clerk-I	\$19.39
10	Clerk-II	\$21.07
11	Clerk-Typist II	\$21.07
12	Information Distributor	\$25.01
13	Operations Security Liaison	\$37.14
14	Senior Clerk	\$26.39
15	Transfer Room/Warehouse Worker	\$29.18
16	Sales and Customer Service	
17	Assigned Customer Information Specialist	\$26.06
18	Assigned Pass Sales Representative	\$26.06
19	Customer Information Specialist	\$26.06
20	Pass Sales Representative	\$26.06
21	Senior Accounting Representative (Post-Reorganization)	\$28.71
22	Senior Customer Information Specialist	\$28.53
23	Supervisors	
24	*Base Dispatcher/Planner (when working the window)	\$39.95
25	Base Dispatcher/Planner (when working as utility or planner)	\$38.05
26	*Communications Coordinator	\$39.95
27	Schedule Maker	\$38.05
28	Service Supervisor	\$38.05
29	Supervisor-in-Training (90% of Supervisor)	\$34.25
30	Transit Instructor	\$38.05
31	<i>* 5% above Service Supervisor</i>	
32	Schedule Section and OSS Coordinators	
33	OSS Coordinator	\$48.68

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TITLE

Scheduling Technical Information Processing Specialist III	\$27.69
Senior Schedule Planner	\$48.68
Transit Information Planner	\$39.14

1 **EXHIBIT B – STATE AND CITY RETIREMENT PLANS**

2 Questions regarding state or city retirement should be directed to King County’s Benefits
3 Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers
4 are as follows:

5
6 Department of Retirement Systems
7 Public Employees Retirement System
8 P.O. Box 48380
9 Olympia, WA 98504-8380
10 (360) 664-7000
11 (800) 547-6657
12 www.drs.wa.gov

13
14
15
16 City Retirement Office
17 720 Third Avenue, Suite 1000
18 Seattle, WA 98104-1829
19 (206) 386-1293
20 www.seattle.gov/retirement

EXHIBIT C – FACILITIES WORKSITE

Classification(s)	Complexes/Work program	Worksite
Equipment Operators		<ul style="list-style-type: none"> • North • South
Custodial	<ul style="list-style-type: none"> • Central 	<ul style="list-style-type: none"> • Central & Atlantic Base/Revenue Processing/ Power Distribution • Ryerson/Base Marketing/Transit Control Center/NRV
	<ul style="list-style-type: none"> • East 	<ul style="list-style-type: none"> • East Base • Bellevue Base Van Center
	<ul style="list-style-type: none"> • North 	<ul style="list-style-type: none"> • North Base • North Facilities
	<ul style="list-style-type: none"> • South 	<ul style="list-style-type: none"> • South Base/Safety/Training • South Facilities/Component Supply Ctr/Construction Trailer
	<ul style="list-style-type: none"> • Tunnel/SLUS 	<ul style="list-style-type: none"> • Tunnel/SLUS
Tunnel Trades & Labor Support		<ul style="list-style-type: none"> • Tunnel
Maintenance Constructor	<ul style="list-style-type: none"> • Bases & Field 	
Carpenters BOE		
All other Classifications	Special Projects	
	Shelter Refurb	<ul style="list-style-type: none"> • North • South
	Shelter Appearance	<ul style="list-style-type: none"> • North • South
	Signage	<ul style="list-style-type: none"> • North • South
	Environmental	<ul style="list-style-type: none"> • South
	Landscape/Grounds Maintenance	<ul style="list-style-type: none"> • North • South