

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

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1 stated, the use of these terms does not require that the issue be submitted to arbitration if no
2 agreement is reached.

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

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

8 The term “eligible dependent”, as used in METRO’s medical and dental plans, shall mean an
9 Employee’s spouse/domestic partner and unmarried dependent children of the Employee, the
10 Employee’s spouse or the Employee’s domestic partner. Such children shall be eligible up to age 19
11 or, if full-time students, up to age 23. Special provisions extend coverage indefinitely for children with
12 mental or physical disability.

13 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
14 married, single, separated, divorced or widowed as defined in Revised Code of Washington (RCW)
15 49.60.180040.

16 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time which
17 starts with the first pay period which ends in January, and ends with the last pay period which ends in
18 December.

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

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

23 The term “domestic partner” shall mean a person living with an Employee if he/she and the
24 Employee:

- 25 1. Share the same regular and permanent residence, and
- 26 2. Have a close personal relationship, and
- 27 3. Are jointly responsible for basic living expenses, and
- 28 4. Are not married to anyone, and
5. Are at least 18 years of age, and

1 6. Are not related by blood closer than would bar marriage in the State of Washington,
2 and

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

5 ~~8. The term "legally protected class," as used in this AGREEMENT, shall mean a~~
6 ~~group of individuals who are protected from discrimination under federal, state or~~
7 ~~local laws. [EDIT]~~

8 [TA 7/30/2010-- DEFINITIONS]

9 **CONVENTIONS**

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

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

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

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

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

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

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

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

24 [TA 7/30/2010--CONVENTIONS]

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 Bargaining Unit work
6 at METRO or its successors, or which is agreed or legally determined to be Bargaining Unit work,
7 also shall be covered by the terms of this AGREEMENT.

8 B. METRO and the UNION agree that no Employee shall be discriminated against
9 because of UNION membership or non-membership.

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

12 [\[TA 8/2/2010—SECTION 1\]](#)

13 ***SECTION 2 – UNION MEMBERSHIP***

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

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

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

28 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to
the Committee on Political Education (COPE) and/or other fees uniformly required from the

1 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted
2 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
3 the Employee shall be on a form approved by the parties hereto and may be revoked by the Employee
4 upon request. The performance of this function is recognized as a service to the UNION by METRO.

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

7 [\[TA 8/2/2010—SECTION 2\]](#)

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

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

10 [\[TA 8/2/2010—SECTION 3\]](#)

11 **SECTION 4 – UNION INSIGNIA**

12 METRO Employees may wear, while on duty, the standard type of ~~UNION~~-[union](#) insignia
13 prescribed by the ATU International. The wearing of such insignia by a UNION member shall not be
14 cause for discipline.

15 [\[TA 8/2/2010—SECTION 4\]](#)

16 **SECTION 5 – MANAGEMENT RIGHTS**

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

22 **SECTION 6 – UNION BULLETIN BOARDS**

23 METRO agrees to provide space at work locations, as determined by METRO and the
24 UNION, for UNION bulletin boards, which will not exceed 48 inches by 44 inches, unless otherwise
25 agreed by METRO and the UNION. All materials posted shall be signed by ~~an~~-[a full-time o](#)fficer of
26 the UNION or shall be on UNION letterhead. Copies of any materials posted will be sent to the
27 appropriate manager and to Transit Human Resources. No material shall be posted on or in METRO
28 property by, or on behalf of, the UNION or its members, except as provided above. However, during
terms of general UNION election of officers, METRO and the UNION shall agree upon suitable

1 space and conditions for the posting of campaign literature. In addition, METRO will continue to
2 provide adequate space adjacent to each UNION bulletin board for a clipboard.

3 [\[TA 8/2/2010—SECTION 6\]](#)

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

5 A. METRO and the UNION agree to maintain a committee to be known as the
6 “Labor-Management Relations Committee”. This committee shall be scheduled to meet monthly for
7 the purpose of discussing, approving, and/or proposing resolutions to:

8 1. Issues or problems of METRO policy which affect the Bargaining Unit and
9 which either party requests be placed on the agenda.

10 2. Issues or problems of contract administration, other than formal grievances
11 which are being processed, unless mutually agreed by both parties.

12 3. Reports from division level labor-management committees.

13 4. Other matters of mutual concern.

14 B. Written notes may be taken by committee participants during meetings, but such
15 notes will not be used by either party in a grievance, arbitration or other controversy between the
16 parties.

17 [\[TA 8/2/2010—SECTION 7\]](#)

18 **SECTION 8 – JOINT SAFETY COMMITTEE**

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

24 [\[TA 8/2/2010—SECTION 8\]](#)

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

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

1 [TA 8/2/2010—SECTION 9]

2 SECTION 10 – JOINT SCHEDULING COMMITTEE

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

7 [TA 8/2/2010—SECTION 10]

8 SECTION 11 – VEHICLE PROCUREMENT COMMITTEE

9 The UNION and METRO shall mutually select one Operator and one Mechanic to serve on
10 the Vehicle Procurement Committee.

11 [TA 8/2/2010—SECTION 11]

12 **SECTION ~~10~~ 12 – COMMITTEE SELECTIONS**

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

15 [TA 8/2/2010—SECTION 12]

16 **SECTION ~~11~~ 13 – PRINTING OF THE AGREEMENT**

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

20 [TA 10/20/2010—SECTION 13]

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1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

3 METRO and the UNION are committed to providing equal employment opportunity for all
4 new 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. Upon
7 request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of
8 interviews or role-plays for Bargaining Unit positions.

9 ***SECTION 2 – NONDISCRIMINATION***

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

22 [\[TA 8/12/2010--ARTICLE 2\]](#)

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 ~~within~~ at least 60
5 days ~~in advance of~~ prior to implementation of such technological change and further agrees to
6 negotiate with the UNION 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 Bargaining Unit, METRO agrees to negotiate the wages, hours and
9 working 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 [TA 8/12/2010—EDIT]

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

14 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
15 box provided by METRO or to the Lost and Found Office. ~~METRO shall make available an~~
16 ~~informational memorandum that instructs Employees on the procedures that they may follow under~~
17 ~~RCW 63.21 and other applicable laws to claim property that they find.~~ No article may be kept by an
18 Employee.

19 [TA 8/12/2010]

20 ***SECTION 3 – PAYROLL DEDUCTIONS***

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

24 [TA 8/12/2010]

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

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

1 identify potential restrooms for new routes and meet with the UNION to review the routes prior to
2 forwarding them for [King County](#) Council approval.

3 B. METRO will provide [adequate](#) sanitary and ~~adequate~~-toilet facilities, ~~and~~-a first aid
4 area and required equipment at all permanent work sites.

5 [\[TA 8/12/2010—EDIT\]](#)

6 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

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

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

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

15 [\[TA 8/12/2010\]](#)

16 ***SECTION 6 – DEFECTIVE EQUIPMENT***

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

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

24 [\[TA 8/12/2010\]](#)

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

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

1 funds in fixed locations other than revenue vehicles. No Employee will be disciplined for work
2 conduct observed on a security surveillance system, except for conduct constituting a major infraction
3 as listed in Article 4, Section 3.

4 **SECTION 8 – SERVICE LETTER**

5 Upon request ~~or termination of service with METRO~~, an Employee or former Employee;
6 ~~promptly~~ will be ~~given~~ provided a letter showing his/her term of service and the position(s) in which
7 he/she was employed.

8 [TA 8/12/2010]

9 **SECTION 9 – METHOD OF NOTIFICATION**

10 When a supervisor wants to discuss an existing or potential disciplinary matter with an
11 Employee, he/she shall notify the Employee in writing, of the purpose and time limitation for having
12 the meeting. METRO will take the Employee's work schedule into account when making the request.
13 Any Employee required to ~~see~~ meet with his/her supervisor shall be paid for all time spent with the
14 supervisor.

15 [TA 8/12/2010--EDIT]

16 **SECTION 10 – SUBCONTRACTING**

17 A. METRO shall not contract out work historically performed by ~~members of the~~
18 ~~Bargaining Unit~~ Employees if the contracting of such work eliminates or reduces the normal workload
19 of the Bargaining Unit. [TA 8/12/2010—EDIT]

20 B. If, in order to secure funding for a specific project, METRO is required to contract
21 all or part of the work to be performed due to the limitations imposed by the funding agreement, such
22 contracting shall not be considered a violation of this AGREEMENT. [TA 8/12/2010]

23 C. In the case of a circumstance, which is beyond the control of METRO at the time
24 action is required and which could not reasonably have been foreseen, and for which METRO could
25 not reasonably be able to provide the necessary tools, personnel or equipment to perform the work in
26 a timely manner, METRO shall be allowed to enter into temporary sub-contracting arrangements for
27 such circumstance only. Prior to entering into any such sub-contracting arrangements, METRO will
28 meet with the UNION to explore all cost effective alternatives which would allow the work to be
performed by current ~~members of the Bargaining Unit~~ Employees. [TA 8/12/2010—EDIT]

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

3 E. METRO may continue to provide historical and traditional paratransit service,
4 formerly known as Special Transportation Services Program, to elderly and/or disabled persons
5 through subcontracting to meet the requirements of the Americans with Disability Act of 1991. [\[TA](#)
6 [8/12/2010\]](#)

7 **SECTION 11 – VENDING MACHINE PROCEEDS**

8 A. METRO agrees to lease space for vending machines in Transit facilities to an
9 organization which will in turn contract with the UNION for payment of the historical and traditional
10 25% of the net proceeds it receives from these vending machines directly to the UNION. The UNION
11 will then forward those monies to the [Puget Sound Labor Agency or the Local 587 Support Group or](#)
12 [Retirees Chapter](#) for social, recreational and charitable purposes.

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

15 [\[TA 10/20/2010—SECTION 11\]](#)

16 **SECTION 12 – PROBATIONARY PERIOD**

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

20 [A.](#) A Part-Time Transit Operator, an Assigned Customer Information Specialist and
21 Assigned Pass Sales Representative who ~~has~~ completed probation and who becomes either a Full-
22 Time Transit Operator, a Customer Information Specialist or a ~~Customer Assistance~~ [Pass Sales](#)
23 Representative will not serve a second probationary period. [\[TA 8/12/2010—EDIT\]](#)

24 [B.](#) A Part-Time Transit Operator who has not completed probation and who becomes
25 a Full-Time Transit Operator will complete a Full-Time Transit Operator probation, receiving one day
26 of credit towards his/her Full-Time Transit Operator probation for every two days of Part-Time
27 Transit Operator service. [\[TA 8/12/2010\]](#)

28 [C.](#) Upon qualification, each Assigned Customer Information Specialist and Assigned

1 Pass Sales Representative shall have a probationary period of one calendar year or 1,044 work hours,
2 whichever comes first.

3 D. Upon qualification, each Part-Time Transit Operator shall have a probationary
4 period of one calendar year, except as provided in Article 16, Section 2, Paragraph F.

5 E. Upon satisfactory completion of this evaluation period, the Employee will enjoy all
6 rights of regular Employee status. [\[TA 8/12/2010\]](#)

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

8 Where a vacancy occurs in any position in the Bargaining Unit which is to be filled by detail or
9 temporary appointment, Employees of METRO who are capable and desirous of doing the work shall
10 be given first consideration before any outside help is employed. Such vacancy shall be posted and
11 filled in accordance with METRO’s Merit System. Among Employees seeking any such position,
12 seniority shall be considered in filling the position.

13 [\[TA 8/12/2010—SECTION 13\]](#)

14 **SECTION 14 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATION**
15 **(AC) DONATION**

16 A. Each calendar year, an Employee may donate up to 50% of his/her available vacation
17 leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed by King
18 County. ~~Donated vacation and AC become the property of the recipient. Donated vacation may not~~
19 ~~be cashed out by the recipient upon retirement. Vacation and AC time may be donated only to an~~
20 ~~individual employed by King County who has exhausted, or will have exhausted within five calendar~~
21 ~~days following receipt of the donation request in the Payroll Section, his/her sick leave, vacation and~~
22 ~~AC time.~~

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

25 [\[TA 10/21/2010 -- EDIT—Moved from 11.6.A\]](#)

26 C. Donated vacation, sick leave and AC time become the property of the recipient.
27 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
28 sick leave, and AC time may be donated only to an individual employed by King County who has

1 exhausted, or will have exhausted within five calendar days following receipt of the donation request
2 in the Payroll Section, his/her sick leave, vacation leave and AC time.

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

6 **CE.** If a UNION Employee donates leave to a King County employee who is not
7 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
8 to the recipient of the leave. If a King County employee who is not represented by the UNION
9 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
10 administered by the terms of ~~this Section~~Paragraph D.

11 [TA 8/12/2010—SECTION 14--EDIT]

12 **SECTION 15 – PAYROLL REOPENER**

13 METRO has instituted the Accountable Business Transformations Program to streamline and
14 standardize business processes and enable King County to access timely, accurate and useful
15 information. In this regard, the parties agree that METRO has the right to implement a common
16 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks.
17 The parties agree that provisions of the collective bargaining agreement relating to those issues only
18 may be re-opened at any time during the life of this AGREEMENT by METRO only for the purpose
19 of negotiating these standardized pay practices, to the extent required by law. Provisions of the
20 collective bargaining agreement otherwise relating to wages and benefits shall not be subject to this
21 provision.

22 [TA 10/29/2010 – SECTION 15]

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 ~~making~~ conducting an investigation. [TA
8 8/12/2010—EDIT]

9 B. An Employee called as a witness by METRO, during an investigation or hearing,
10 shall receive regular compensation as set forth in Article 10, Section 11. [TA 8/12/2010]

11 C. *The Book*, the official handbook for Transit Operators ~~and Supervisors~~, as agreed
12 by the UNION, will specify the rules and regulations, provided such rules and regulations are not in
13 conflict with the provisions of this AGREEMENT or with applicable laws. If it is necessary to revise
14 or change *The Book*, revisions or changes will be discussed with the UNION before implementation.
15 *The Book* will be available at all bases. [TA 11/2/2010]

16 ***SECTION 2 – TYPES OF DISCIPLINE***

17 A. Types of discipline shall include oral reminders, written reminders, disciplinary
18 probation, decision making leave, suspension and discharge.

19 B. Oral or written reminders will be given to the Employee by his/her immediate
20 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will
21 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder
22 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge
23 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in
24 writing, with a copy filed in the Employee's service record within a reasonable time after the
25 infraction. The Employee shall sign the written reminder to acknowledge receipt of same. [TA
26 8/12/2010]

27 C. Explanation of the suspension of any Employee by METRO shall be given to the
28 Employee in writing. The UNION will be notified in writing of the suspension within a reasonable

1 time after the action has been taken. The Employee shall sign the notice of suspension to
2 acknowledge receipt of same.

3 **D.** Whenever METRO discharges an Employee, explanation of the discharge will be
4 given to the Employee in writing. The UNION will be notified in writing of the discharge within a
5 reasonable time after the action has been taken. The Employee shall sign the notice of discharge to
6 acknowledge receipt of same. [\[TA 8/12/2010\]](#)

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

8 **A.** Major infractions include:

- 9 • Gross misconduct
- 10 • Insubordination
- 11 • Gross negligence
- 12 • Theft of METRO funds or property or job related theft
- 13 • Misappropriation - the personal use of METRO funds or property
- 14 • The use of intoxicants or the odor of intoxicants
- 15 • The use or odor of narcotics or abuse of controlled substances
- 16 • Preventable accidents in accordance with the accident point system
- 17 • Late reports, absences, and unexcused absences, in accordance with
- 18 Section 6
- 19 • Late occurrences and unexcused absences, in accordance with Article 17,
- 20 Section 11, and Article 18, Section 12
- 21 • Falsification of sick reports
- 22 • Falsification of applications or any other official METRO documents
- 23 • Willful failure to turn in lost articles
- 24 • Willful destruction or damage to METRO property/possessions
- 25 • Serious or repeated harassment based on a legally protected class (see
- 26 DEFINITIONS)
- 27 • Committing a felony while on duty or conviction of a job-related felony
- 28 • Serious or repeated discrimination, as prohibited under Article 2.

[\[TA 8/12/2010—SECTION 3.A\]](#)

1 B. Major infractions will result in discharge unless METRO determines that there are
2 ~~unusual~~ circumstances which cause a suspension to be appropriate. ~~Infractions, other than those listed~~
3 ~~above, shall be considered minor infractions.~~ [\[MOA 410U0409, TA 8/13/2010--EDIT\]](#)

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

7 D. Infractions, other than those listed above, shall be considered minor infractions.

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

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

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

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

23 **SECTION 5 – REMOVING INFRACTIONS**

24 A minor infraction which is one year old shall be crossed off the Employee's record. Future
25 disciplinary action will be based on the number of infractions that remain. For example, if an
26 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on
27 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
28 days, the total time on leave will be added to the one-year period that must elapse before a minor

1 infraction is crossed off that Employee's record. A permanent record of all minor infractions will be
2 maintained.

3 **SECTION 6 – MISSES**

4 **A.** METRO and the UNION recognize that METRO provides an essential public
5 service and that Employees have the responsibility and the obligation to report for all assignments
6 unless previously excused.

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

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

11 **D.** Except in Vehicle Maintenance and Facilities Maintenance, misses include late
12 reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences
13 recorded in a 60 calendar- day period shall be subject to the following controls:

- 14 • First – Informational Notice.
- 15 • Second – Oral Reminder.
- 16 • Third – Written Reminder.
- 17 • Fourth – Discharge, unless METRO determines that there are ~~unusual~~
18 circumstances which cause a suspension to be appropriate. [\[MOA](#)
19 [410U0409\]](#)

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

- 21 • First through fourth – Informational Notice
- 22 • Fifth – Oral Reminder
- 23 • Sixth – Written Reminder
- 24 • Seventh – Two-day suspension

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

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

1 2. The Employee will be offered a program of assistance from both METRO
2 and the UNION in developing a plan to improve attendance.

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

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

7 5. The Employee will be allowed no more than three misses in each of the two
8 following twelve-month periods (e.g., an Employee who was informed on 7/27/02 that s/he had a
9 seventh miss, with a two day suspension on 7/28-29/02, would be on probation with no more than
10 three misses allowed 7/30/02-7/29/03 and no more than three misses allowed 7/30/03-7/29/04). An
11 Employee who successfully completes the two twelve-month periods will no longer be on attendance
12 probation.

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

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

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

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

26 ***SECTION 7 – MISSES – TRANSIT OPERATORS***

27 **A.** Misses for Transit Operators include:

28 1. Unexcused Absence – Failure to report within one hour after designated
report time or a Full-Time Operator's failure to accept late report, or calling in sick less than 30

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

3 2. Late Report – A Full-Time Operator reporting to work late from one minute
4 up to one hour after designated report time.

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

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

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

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

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

19 ~~2. If the first Report Operator is assigned to work, the Base Dispatcher/Planner~~
20 ~~will verbally notify the next Report Operator to be available to sign in for work.~~

21 3. Each Operator on late report will be assigned to the bottom of the report
22 list in order of arrival. One hour of pay will be guaranteed to Full-Time Operators who are assigned
23 to late report. If an assignment can be made, normal procedures shall prevail.

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

28 5. If an Operator on late report fails to report to the Base Dispatcher/Planner
after one hour, and is not notified of such by the Base Dispatcher/Planner when an assignment is

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

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

11 **76.** A Part-Time Operator who has an absence will lose his/her assignment and
12 pay for that day, except that a Part-Time Operator who has an absence on his/her first piece of work
13 may be assigned to work his/her second piece of work.

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

16 **1.** A Full-Time Operator may provide a written request to the immediate
17 supervisor the same day as his/her unexcused absence. If such request is granted, the Operator either
18 will be placed at the bottom of the report list for work later in the day at minimum pay of two and
19 one-half hours or will ~~be told to return home~~ released for the day.

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

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

26 **1.** An Employee, who calls in sick ~~his/her immediate supervisor and requests to~~
27 ~~be put on the sick list~~ less than 30 minutes before his/her report time, will be put on the sick list and
28 will be given an unexcused absence.

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

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

11 [\[TA 8/13/2010—SECTION 7\]](#)

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

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

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

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

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

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

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

27 D. The procedures for Employees reporting back to work after time on the sick list
28 shall be determined by the appropriate ~~Division~~[work unit](#).

1 1. An Employee, who calls ~~his/her immediate supervisor and requests to be put~~
2 ~~on the sick list less~~ sick than 30 minutes before his/her report time, will be put on the sick list and
3 will be given an unexcused absence.

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

10 [\[TA 8/13/2010—SECTION 8\]](#)

11 ***SECTION 9 – PROBATIONARY EMPLOYEES***

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

18 [\[TA 8/13/2010—SECTION 9\]](#)

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

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

22 [\[TA 8/13/2010—SECTION 10\]](#)

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

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

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

4 [\[TA 8/13/2010—SECTION 11\]](#)

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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 the
11 parties. However, should either party breach the time limitation, that party shall forfeit all rights and
12 claims to the grievance; and the grievance shall be considered resolved in the other party’s favor; it
13 being understood that such forfeiture does not decide the merits or establish a precedent. This
14 forfeiture provision does not apply to termination 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 move
16 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. If a grievance arises, it shall be put in writing, specifying the act or event being
20 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been
21 violated and the remedy sought. It will be handled in the following manner, except that grievances
22 pertaining to the discharge of an Employee shall be processed in accordance with Paragraph D.
23 Grievances filed on behalf of Employees in the Finance Division of the Department of Executive
24 Services shall be filed with the person noted in [brackets] below.

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

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

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

12 **Step 3:** The grievance shall be presented to Transit Human Resources
13 [Manager of King County Labor Relations/designee]. Thereafter, the Employee and UNION Business
14 Representative/designee will meet with a committee consisting of a Transit Human Resources
15 designee [Manager of King County Labor Relations/designee], manager/designee and other
16 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held
17 within 30 days after receipt of the Step 3 referral, unless a later date is mutually agreed to by the
18 parties. METRO shall, within 10 days from the meeting, notify the UNION in writing of its decision.
19 If no agreement can be reached at Step 3, the UNION Business Representative/designee may appeal
20 to arbitration by notifying Transit Human Resources [Manager of King County Labor
21 Relations/designee] in writing. Such referral must be sent by registered mail, certified mail or fax,
22 within 60 days after the UNION receives the Step 3 decision.

23 **D.** If a grievance arises that involves an Employee's discharge, it shall be handled in
24 the following manner:

25 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
26 Employee shall present the written grievance to his/her supervisor/designee. Prior to a Step 1 hearing,
27 the discharged Employee may choose to appeal his/her discharge to the King County Personnel Board.
28 Such appeal will withdraw and void any grievance filed through the UNION procedure. If the
Employee chooses to be represented by the UNION, he/she waives any right to appeal to the King

1 County Personnel Board. The supervisor/designee shall meet with the Employee and, unless UNION
2 representation is waived in writing by the Employee, the UNION Business Representative/designee
3 within 15 days after receipt of the grievance to discuss the grievance. The meeting may be held at a
4 later date by mutual agreement of the parties. METRO shall, within 10 days after the meeting, notify
5 the UNION of its decision by fax and/or written copy. If the UNION Business
6 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15
7 days of such notification. Such referral must be in writing.

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

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

24 **F. In the Facilities and Vehicle Maintenance Sections:**

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

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

1 [\[TA 10/6/2010—SECTION 1\]](#)

2 **SECTION 2 – ARBITRATION PROCEDURE**

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

8 1. METRO and the UNION shall mutually agree upon a list of eight impartial
9 arbitrators as soon as possible after the execution of this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

22 H. METRO and the UNION agree to attend a pre-arbitration conference not later than
23 ~~14-30 days before each scheduled~~ after the arbitration is requested. The purpose of such conference
24 shall be to discuss and narrow issues, to explore settlement, and to treat other matters relevant to the
25 arbitration proceeding.

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

28 [TA 7/30/10—SECTION 2]

SECTION 3 – MEDICAL ARBITRATION

1 A grievance from an Employee who is removed from service or refused permission to return to
2 work from sick leave or a leave of absence due to a physical or mental disability, will be handled
3 pursuant to the procedures in Section 1, Paragraph D, with the following special provisions:

4 The Medical Arbitration Board (MAB) will determine whether the Employee can perform his/her
5 duties, as delineated in the job description/job analysis and other relevant evidence, with or without
6 reasonable accommodation. The arbitrator shall hear all relevant evidence, which may include the
7 testimony of medical professionals. The decision of the MAB shall be final and binding on the parties.
8 Should the MAB rule in favor of the Employee, the Employee shall be returned to work without loss
9 of seniority. The MAB shall determine the date upon which the Employee, in the MAB's opinion, was
10 able to perform the duties of his/her position. The Employee shall receive all back pay and benefits
11 from that date. Should the MAB rule in favor of METRO, the Employee (excluding entry-level
12 probationary Employees) will be given priority consideration for obtaining another King County job
13 for which the Employee meets minimum requirements and in which he/she can be placed in accordance
14 with King County's Reassignment Program. The power and the authority of the MAB shall be limited
15 strictly to determining whether the Employee can perform his/her duties, with or without reasonable
16 accommodation. The MAB shall not have the authority to add to, subtract from or modify METRO's
17 job descriptions/job analysis or to determine whether an accommodation is reasonable or should be
18 granted. Employees and METRO must reasonably cooperate in any interactive process.

19 [\[TA 7/30/10—SECTION 3\]](#)

20 **SECTION 4 – EXPEDITED ARBITRATION**

21 A. As an alternative to the arbitration procedure outlined in Section 2, the parties may
22 agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either party
23 may request an expedited arbitration process. At the time of the request, the party requesting an
24 expedited arbitration shall outline the process desired. The requested expedited arbitration process
25 may include, but is not limited to, some or all of the following characteristics as agreed by both
26 parties:

- 27 1. The parties will not be represented at the hearing by attorneys;
- 28 2. The hearing will be informal and conducted under the rules and regulations
set forth by the American Arbitration Association;

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- 3. No briefs will be filed;
- 4. The hearing will be completed in one day with neither side being allowed more than a half a day for their presentation;
- 5. The arbitrator will issue a decision within two business days of the hearing with a written opinion within 30 days;
- 6. The arbitrator shall be mutually selected by the parties.

B. If the parties agree on an expedited arbitration process:

- 1. The power and authority of the arbitrator shall be to hear and decide each grievance and shall be limited strictly to determining the meaning and interpretation of the terms of the AGREEMENT;
- 2. The arbitrator shall not have the authority to add to, subtract from or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The arbitrator's decision, including upholding, modifying or setting aside any disciplinary action and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and shall be final and binding on all parties.
- 3. The decision of the arbitrator shall be based solely on the evidence and arguments presented by the parties at the hearing.
- 4. The expense of the impartial arbitrator shall be borne equally by both parties.
- 5. The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.
- 6. Each party shall be responsible for the cost of its own attorney fees.

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

[\[TA 7/30/10—SECTION 4\]](#)

1 **ARTICLE 6: SENIORITY**

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

3 ~~Seniority will be calculated in the following manner:~~

4 ~~_____~~ **A.** In the case of two or more Employees newly hired within the same job
5 classification on the same date, seniority order will be calculated by order of their respective
6 application dates with METRO during the current 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, with
9 King County Metro or its predecessor organizations will determine seniority. This also applies to
10 Employees who start work in the new position on different days due to different RDO combinations.

11 ~~_____~~ **C.** Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs and
12 assignments will be determined by seniority earned in a specific job classification. ~~METRO date of~~
13 ~~hire/qualification will be used to determine the amount of vacation and benefits earned; however, for a~~
14 ~~Part-Time Operator who is reclassified as a Full-Time Operator, the date of reclassification shall be~~
15 ~~determinant, except as noted in Article 9, Section 1.~~

16 ~~_____~~ **D.** For the purposes of ~~this Paragraph~~ seniority, Supervisors, as listed in Article 22,
17 ~~Section 1,~~ shall be considered one classification.

18 ~~_____~~ **E.** For the purpose of seniority, PTO, FTO, Rail Operator and Streetcar Operator shall
19 be considered separate classifications.

20 ~~_____~~ **DF.** A ~~Part-Time Operator~~ PTO who moves to ~~full-time status~~ FTO shall accrue ~~full-~~
21 ~~time~~ FTO seniority from the most recent date of qualification as ~~a Full-Time Operator~~ an FTO. ~~A Full-~~
22 ~~Time Operator who moves to part time status shall forfeit seniority as a Full-Time Operator, and shall~~
23 ~~be accorded seniority based on calendar days spent as a Part-Time Operator immediately prior to~~
24 ~~reclassification as a Full-Time Operator, if any, except as otherwise provided herein.~~

25 ~~_____~~ **EG.** An Employee who retires and then rehires as a ~~Part-Time Operator~~ PTO will ~~be~~
26 ~~placed at the bottom of the Part-Time Operator seniority list.~~ be placed at the bottom of the PTO
27 seniority list.

28 H. An Employee who has promoted or transferred to a different classification, who returns to a

1 previous classification shall be reinstated to the position in seniority order that s/he previously
2 held, except as provided in Section 2.E.

3 I. Bus Supervisors and Rail Supervisors will have classification seniority, within the respective
4 section (Bus or Rail), determined by the date of original qualification as a Bus or Rail
5 Supervisor, whichever came first.

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

10 K. An Employee who has had a non-disciplinary medical termination and who returns to his/her
11 same classification within a year from the date of termination shall be reinstated to the position
12 in seniority that s/he previously held.

13 L. Temporary Employees shall be governed by the provisions of Article 26.

14 H.M. Classification seniority will determine the order of layoffs, except as provided
15 elsewhere in the AGREEMENT.

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

17 ~~_____~~ A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
18 or transferred to a position in ~~METRO-METRO~~ outside of the ~~Bargaining Unit~~UNION shall retain
19 his/her ~~Bargaining Unit~~classification seniority for ~~for all purposes for~~ one year from the date of
20 promotion or transfer; ~~however, such employee shall retain his/her Bargaining Unit seniority for~~
21 ~~purpose of layoff.~~

22 ~~_____~~ B. Any King County employee not represented by the UNION who previously has
23 attained permanent status in a ~~Bargaining Unit~~UNION job classification, and who ~~voluntarily~~demotes
24 ~~for any reason other than layoff, or is involuntarily demoted back to such classification after one year~~
25 will not be eligible for reinstatement of ~~classification~~ seniority ~~in such classification~~. In no case shall
26 such a demotion displace any ~~Bargaining Unit~~ Employee.

27 ~~_____~~ C. Any Employee who ~~voluntarily~~demotes ~~or is involuntarily demoted, for any reason~~
28 other than ~~demotion caused by~~layoff; will forfeit all rights to the classification from which ~~the~~
~~Employees/he~~ was demoted. ~~Due to poor health or for other compelling reasons, an Employee may~~

1 ~~request a voluntary demotion to a classification within his/her division in which the Employee has~~
2 ~~attained permanent status. If an~~

3 D. An Employee ~~is involuntarily demoted or is granted a voluntary demotion, he/she who~~
4 demotes to a previously held classification will be reinstated to the position in classification seniority
5 order which he/she had formerly ~~achieved~~ held in the classification to which he/she has been demoted.

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

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

13 ~~—~~ **A.** METRO and the UNION recognize the value provided to Employees by having
14 detail and upgrade opportunities available. METRO and the UNION also agree that detail and
15 upgrade opportunities should balance the desire of ~~many~~ Employees to prepare for promotional
16 opportunities with the need to have an Employee accumulate experience in a ~~detail~~ position in order to
17 be effective in that position.

18 ~~—~~ **B.** An Employee who is detailed or upgraded to work on a capital improvement
19 project shall return to his/her regular position on a date mutually agreed by the UNION and METRO
20 ~~at the beginning of the project~~ prior to the start of the detail or upgrade.

21 ~~—~~ **C.** ~~An Employee who is detailed to a position~~ No detail or upgrade to a position
22 outside the UNION, except for a capital improvement project, including In-Plant Bus Inspector,
23 ~~outside the Bargaining Unit for work other than an agreed project~~ will ~~not~~ exceed one year ~~in the~~
24 ~~detail position.~~

25 ~~—~~ **CD.** Any Employee who is in a detail or upgrade position for at least 90 days shall be
26 required to spend at least 90 days in his/her regular position before being detailed or upgraded to
27 another position.

28 ~~—~~ **DE.** An Employee who exceeds the time limits (~~project end~~ mutually agreed date or

1 one year) ~~may will~~ lose his/her ~~Bargaining Unit~~ classification seniority, except for the purpose ~~of pick,~~
2 ~~but shall retain seniority for the purpose of of~~ of layoff.

3 **SECTION 4 – SENIORITY LISTS**

4 ~~————~~ **A.** Seniority for all Employees shall be recorded on lists certified by the UNION and
5 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or
6 grievances pertaining to seniority shall be settled by the UNION.

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

14 [TA 10/22/2010—ARTICLE 6]

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 or
5 more in advance in order to allow METRO and the UNION to investigate whether Employees
6 scheduled for layoff may continue to be employed by METRO. If a reduction in the work force
7 should prove unavoidable and provisions cannot be made to retain affected Employees at different job
8 classifications within METRO, then such Employees will be referred to the King County Career
9 Support Services Section. Should the King County Career Support Services Section cease to exist or
10 to provide the necessary services, METRO and the UNION will form a relocation task force to seek
11 alternate gainful employment for affected Employees.

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

13 ~~————~~ A. METRO shall determine the positions to be eliminated. Layoffs shall occur by
14 inverse classification seniority, ~~within the affected job classification, within the division except as~~
15 otherwise specified in this AGREEMENT.

16 ~~————~~ B. A laid-off Employee who has attained regular status in another job classification
17 may displace a less senior Employee in ~~said~~ such classification, provided that the laid-off Employee has
18 obtained all necessary certifications to perform the duties of such classification. ~~A position in the~~
19 ~~highest paying classification, in which there is a less senior Employee and in which the Employee~~
20 ~~previously has attained regular status, will be offered.~~ A position in the highest-paying classification in
21 which there is a less senior Employee and in which the Employee previously has attained regular
22 status, will be offered. ~~—except that an~~ No Employee shall ~~not~~ be placed into a classification from
23 which the Employee has demoted or failed to complete the probationary period. ~~For such purpose,~~
24 ~~seniority shall be calculated to include all time spent in the classification in which the Employee is~~
25 ~~placed, plus any continuous time spent in other Bargaining Unit classifications with higher top step~~
26 ~~wage rates, in which the Employee had attained regular status.~~ A laid-off Employee who exercises the
27 right to return to a previous position will be reinstated to the position in classification seniority order
28 which s/he had previously held, except as provided in Article 6, Section 2.E.

SECTION 3 – RECALLING LAID-OFF EMPLOYEES

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

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

11 [TA 10/22/2010—ARTICLE 7]

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2 **ARTICLE 8: HOLIDAY**

3 ~~SECTION 1 – VEHICLE MAINTENANCE, FACILITIES MAINTENANCE,~~
4 ~~CUSTOMER INFORMATION AND SPECIAL CLASSIFICATION EMPLOYEES~~

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

11 **[TA 8/13/10—SECTION 1]**

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

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

20 ***SECTION 3-2- PART-TIME TRANSIT OPERATORS***

21 Each eligible Part-Time Transit Operator shall be granted the following holidays off with pay
22 equal to his/her current picked assignment:

23
24 New Year’s Day Memorial Day
25 Independence Day Labor Day
26 Thanksgiving Day Christmas Day

27 A Part-Time Transit Operator who works on a paid holiday shall receive holiday pay and pay
28 for actual hours worked.

SECTION 3 – OTHER EMPLOYEES

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

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

8 [TA 8/13/2010—SECTION 3]

9 **SECTION 4 – DAYS OF OBSERVANCE**

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

14	New Year's Day	Labor Day
15	Martin Luther King Junior Day	Veterans Day
16	Lincoln's Birthday	Thanksgiving Day
17		<u>(Mark McLaughlin Day) Day</u>
18	Presidents' Day	after Thanksgiving
19	Memorial Day	Christmas Day
20	Independence Day	

21 [TA change of holiday name only 8/13/2010]

22 **SECTION 5 – PERSONAL HOLIDAY**

23 **A.** Each regular full-time and part-time Employee may choose one personal holiday
24 per payroll year. An Assigned Customer Information Specialist, who works at least 130 hours in any
25 three separate months in a calendar year, will be entitled to choose a personal holiday in the following
26 payroll year.

27 **B.** METRO must approve the day selected. The following govern use of the personal
28 holiday:

1 1. When an Employee other than a Part-Time Operator, has not used his/her
2 personal holiday during a payroll year, the holiday will be converted to eight hours of vacation or ten
3 hours of vacation if he/she is working a regularly picked four forty (4/40) assignment. When a Part-
4 Time Operator has not used his/her personal holiday during a payroll year, the holiday will be cashed
5 out.

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

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

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

12 C. An Employee must complete the initial 90 calendar days of employment before
13 taking a personal holiday. [\[TA 8/13/2010\]](#)

14 D. A part-time Employee will receive pay for his/her most recent regular assignment
15 when taking or cashing out a personal holiday. [\[TA 8/13/2010\]](#)

16 E. An eligible on-call or assigned Employee will receive eight hours pay when taking
17 or cashing out a personal holiday.

18 **SECTION 6 – SHIFT DIFFERENTIAL**

19 An Employee shall be paid on a holiday at the hourly rate paid for the shift he/she is working.
20 [\[TA 8/13/2010\]](#)

21 **SECTION 7 – ELIGIBILITY**

22 A. To be eligible for the holiday pay provided for in Sections 1 and ~~23~~, the Employee
23 must:

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

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

28 B. To be eligible for the holiday pay provided for in Section ~~32~~, the Employee must:

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1. be on the payroll, [on vacation/annual leave](#) or excused via the procedure of Article 16, Section 3, Paragraph B, the scheduled workdays immediately before and after the holiday; and

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

[\[TA 8/13/2010—SECTION 7--EDIT\]](#)

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 Employees
5 for unpaid time off granted by METRO to conduct official UNION business, except as limited by
6 Article 10, Section 3. Full-time Employees shall continue to accrue vacation during unpaid leaves of
7 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 Part-Time Transit Operator shall accrue vacation according to the applicable
11 accrual rate, and be subject to the applicable maximum annual and maximum biweekly vacation
12 accruals, per Paragraph G, starting with the first pay period after completion of one year of active
13 service from his/her most recent date of employment as a Transit Operator, provided there has not
14 been a break in service of more than seven calendar days. Service credit will be given for such year for
15 determining future accrual rates.

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 Full-Time Transit Operators will be based on years of active, continuous
19 full-time service. Each full-time Employee will receive one day of vacation accrual service credit for
20 each three calendar days of active, continuous service as an on-call or part-time Employee provided
21 that any break in service between on-call or part-time and full-time service was less than seven
22 calendar days.

23 E. Active service shall not include unpaid leaves of absence which exceed 30
24 consecutive calendar days. [\[TA 8/13/2010\]](#)

25 F. Scheduled increases in the accrual rate will begin with the first biweekly pay period
26 following the completion of the necessary years of active service. [\[TA 8/13/2010\]](#)

G. Vacation Accrual Table

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	.0810 0808	6.480	168	21
17	.0847	6.776	176	22
18	.0885	7.080	184	23
19	.0924 0923	7.392	192	24
20	.0962	7.696	200	25
21	.1000 1001	8.000	208	26
22	.1039	8.312	216	27
23	.1077 1078	8.616	224	28
24	.1116	8.928	232	29
25+	.1154	9.232	240	30

[\[TA changes to accrual rates in second column only 8/13/2010\]](#)

H. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT. [\[TA 8/13/2010\]](#)

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

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

K. A Part-Time Transit Operator, who becomes a Full-Time Transit Operator, may retain his/her vacation accrual. A Full-Time Transit Operator who becomes a Part-Time Transit Operator shall cash out any accrued hours remaining in his/her vacation balance. [\[TA 8/13/2010\]](#)

SECTION 2 – SCHEDULING VACATIONS

A. METRO will arrange with Employees to take their vacations during the calendar 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 Part-Time Transit Operator, normally would have received, falls
2 within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC time,
3 as provided in Article 8, in lieu of holiday pay. METRO shall arrange vacations for Employees on
4 such schedules as will least interfere with the function of the division; but which accommodate the
5 desires of the Employees to the greatest degree feasible. [\[TA 8/13/2010\]](#)

6 **B.** A Part-Time Transit Operator, who picks vacation in a week which includes a paid
7 holiday, as ~~outlined~~ [specified](#) in Article 8, Section 3, shall receive holiday pay in lieu of vacation pay
8 for such day. [\[TA 8/13/2010--EDIT\]](#)

9 **SECTION 3 – SELECTION OF VACATIONS**

10 Procedures for use and selection of vacations are specified in individual Employee group
11 Articles of this AGREEMENT. [\[TA 8/13/2010\]](#)

12 **SECTION 4 – VACATION CARRY OVER**

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

15

16 Completed Calendar Years of Service	17 Days Allowed To Carry Over Each Year	18 Part-Time Operator Hours Allowed To Carry Over Each Year
19 1 - 4	2	6
20 5 - 9	3	12
21 10 - 14	4	20
22 14 +	5	30

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

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

1 C. Any vacation that is accrued in excess of the allowable carryover amounts in
2 Article 9, Sections 1(G), 4(A), and 4(B) shall be considered “use it or lose it.” This means that
3 any vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be
4 forfeited and removed from the Employee’s vacation balance. [MOA 410U2608]

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

10 **DE.** An Employee may carry over unused vacation time to the next succeeding year
11 when METRO verifies that the Employee has been prevented from using said vacation because of
12 injury, illness or work schedules. [TA 8/13/2010]

13 ***SECTION 5 – VACATION CASH OUT***

14 A full-time Employee who has accrued more than 80 hours of vacation in a year may elect to
15 cash out a portion of his/her vacation, provided he/she picks a minimum of 80 hours of vacation.
16 Once a year, during the first vacation pick of the year for an Employee’s work unit, an Employee may
17 elect to cash out a minimum of eight hours up to a maximum of 60 hours. Employees may elect to
18 receive the cash out payment following the first vacation pick of the year and/or following November
19 1, provided each payment is of at least eight hours. [TA 8/13/2010—SECTION 5]

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

21 Upon an Employee’s termination or retirement from METRO, he/she shall be paid for all
22 accrued hours remaining in his/her vacation balance. [TA 8/13/2010—SECTION 6]

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

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

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

C. An Employee entering active military service will continue to accrue vacation for

1 time spent in military service up to a maximum of one year. Such accrual will be credited to the
2 Employee upon return to METRO from military leave.

3 [\[TA 8/13/2010—SECTION 7\]](#)

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

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

11 [\[TA 8/13/2010—SECTION 8\]](#)

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 u~~Unpaid leaves of absence, not to exceed
5 one calendar year, may be granted, ~~at METRO's option~~, for reasons other than those described in this
6 Article. A 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~~union
10 business or leaves for government service in the public interest. The decision to grant or deny an
11 unpaid leave of absence is not subject to the grievance/arbitration procedures in Article 5.

12 **[TA 9/8/10—SECTION 1]**

13 ***SECTION 2 – BEREAVEMENT LEAVE***

14 A. If an Employee's spouse/domestic partner or a child, parent, brother, sister,
15 grandparent or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee
16 may take two days off with pay for bereavement leave per incident and one additional day off with pay
17 per incident when total travel from the Employee's home to the memorial service and back exceeds
18 200 miles. Additionally, an Employee may use vacation, AC time and/or up to three days of accrued
19 sick leave for bereavement leave purposes per incident, with the approval of the Employee's
20 supervisor. METRO may, at its discretion, grant bereavement leave for persons other than those listed
21 above where a close family relationship exists. Use of sick leave for bereavement leave purposes shall
22 not count toward probationary points or as an incidence of sick leave in determining verification
23 requirements as specified in Article 11, Section 1. [TA 9/8/10]

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

27 ***SECTION 3 – UNION BUSINESS***

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

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 leave)
4 and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the responsibility of
5 the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays shall be included
6 only if the Employee was on UNION business leave the day preceding and the day after the
7 RDO/holiday.

8 B. At METRO's discretion, it may authorize compensation for UNION Executive
9 Board Officers who are performing work-related business. [TA 10/6/07]

10 **BC.** 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 Executive
12 Board meeting, while attending membership meetings, while working on picks, while participating on
13 a UNION negotiating committee or while replacing the full-time UNION Officers during contract
14 negotiations.

15 **CD.** 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 **DE.** If an Employee is granted a leave of absence, he/she will continue to accrue all
18 types of seniority, including vacation seniority, during the effective period.

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

25 [TA 9/8/10—SECTION 3]

26 **SECTION 4 – JURY DUTY**

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

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

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

15 **D.** When a Part-Time Transit Operator is released from jury duty, he/she will notify
16 his/her immediate supervisor and may be placed on his/her regular assignment that day or any
17 following day.

18 [\[TA 9/8/10—SECTION 4\]](#)

19 **SECTION 5 – MILITARY LEAVE**

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

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

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

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

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

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

5 [\[TA 9/8/10—SECTION 5\]](#)

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

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

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

21 [\[TA 9/8/10—SECTION 6\]](#)

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

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

1 part-time Assigned and On-Call Employees shall be eligible for leave under this Section if they have
2 been employed by King County for twelve months or more and have worked a minimum of 510 hours
3 in the preceding twelve months. The leave may be continuous or intermittent.

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

5 An Employee may take up to a combined total of 18 weeks of unpaid leave for his/her own
6 serious health condition (as defined by the King County Personnel Guidelines), or for family reasons as
7 provided for in Section 9 Paragraph A ~~of this Article~~, within a twelve-month period. To be eligible for
8 leave under this Section, an Employee must have been employed by King County for twelve months or
9 more and have worked a minimum of 1,040 hours in the preceding twelve months. However, Part-
10 Time Transit Operators and part-time Assigned and On-Call Employees shall be eligible for leave
11 under this Section if they have been employed by King County for twelve months or more and have
12 worked a minimum of 510 hours in the preceding twelve months. The leave may be continuous
13 (consecutive days or weeks), or intermittent (taken in whole or partial days as needed). Intermittent
14 leave is subject to the following conditions:

15 1. When leave is taken after the birth or placement of a child by adoption or foster
16 care, an Employee may take leave intermittently or on a reduced leave schedule only if authorized by
17 the Employee’s chief/supervisor;

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

24 [\[TA 9/8/10—EDIT--SECTION 8\]](#)

25 **SECTION 9 – LEAVE USAGE**

26 A. Sick leave usage: In addition to those circumstances outlined in Article 11, Section
27 1, Employees may use sick leave to care for family members provided the following two conditions are
28 met:

1 1. The Employee has been employed by King County for twelve months or
2 more and has worked a minimum of 1,040 hours in the preceding twelve months. However, Part-
3 Time Transit Operators and part-time Assigned and On-Call Employees shall be eligible to use sick
4 leave under this Section if they have been employed by King County for twelve months or more and
5 have worked a minimum of 510 hours in the preceding twelve months.

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

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

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

13 **B. Accrued leave usage:**

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

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

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

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

SECTION 10 – CONCURRENT RUNNING OF LEAVE

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

3 [TA 9/8/10—SECTION 10]

4 **SECTION 11 – WITNESS LEAVE**

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

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

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

12 [TA 9/8/10—SECTION 11]

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 for by RCW 49.76 may elect to use his or her sick
24 leave and other paid time off, compensatory time, or unpaid leave time. [MOA 410U1309]
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28 B. Absences for sick leave must be reported at least 30 minutes before the Employee is
scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to

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

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

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

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

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

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

1 consider approved FMLA/KCFML leaves in assessing discipline.

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

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

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

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

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

23 **L.** A new twelve-month rolling period for Vehicle Maintenance and Facilities
24 Maintenance Employees will begin July 1, 2007, with respect to Article 17, Section 11, Paragraph D.
25 and Article 18, Section 12, Paragraph D.

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

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

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

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

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

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

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

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

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

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

24 G. A part-time Employee who is sick on a paid holiday as specified in Article 8,
25 Section 3, shall receive holiday pay in lieu of sick leave.

26 **SECTION 4 – USE OF AC TIME**

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

1 **SECTION 5 – RESERVE SICK LEAVE**

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

8 ~~**SECTION 6 – SICK LEAVE DONATIONS**~~

9 ~~**A.** Each calendar year, an Employee who has more than 100 hours of sick leave may
10 donate a maximum of 24 hours, in eight hour increments, to individuals employed by King County.
11 Donated sick leave becomes the property of the recipient. Donated sick leave may not be cashed out
12 by the recipient upon retirement. Sick leave may be donated only to individuals employed by King
13 County who have exhausted sick leave, vacation leave and AC time.~~

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

17 ~~**C.** If a UNION employee donates leave to a King County employee who is not
18 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
19 to the recipient of the leave. If a King County employee who is not represented by the UNION
20 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
21 administered by the terms of this Section.~~

22 [\[TA 8/12/2010—EDIT—MOVED TO 3.14\]](#)

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 ~~Committee~~-[JLMIC](#) is comprised of representatives from King County and its labor
8 unions. The Committee’s function shall be to review, study and make recommendations relative to
9 existing medical, dental, vision, life, and long term disability insurance programs. King County agrees
10 to continue the ~~Labor-Management Insurance Committee~~[JLMIC](#). [\[TA 9/8/10—EDIT\]](#)

11 B. All full-time Employees, part-time assigned and on-call Employees who are
12 regularly scheduled to work half time or more, and their dependents will be covered by the medical,
13 dental, vision, life, and long term disability plans developed by the Labor-Management Insurance
14 Committee. METRO agrees to maintain the level of benefits as provided by these plans and pay
15 premiums as described in these programs through ~~2009~~[2012](#). Benefits for ~~2010~~-[2013](#) will be the same
16 unless modified by the Labor-Management Insurance Committee, in which case the UNION may
17 negotiate alternative benefits. [\[CONDITIONAL TA 11/3/2010\]](#)

18 C. The UNION and METRO agree to incorporate changes to Employee insurance
19 benefits which King County may implement as a result of the agreement of the ~~Labor-Management~~
20 ~~Insurance Committee referenced in Paragraph A~~-[JLMIC](#), but otherwise METRO will not make
21 unilateral changes to existing benefits. [\[TA 9/8/10—EDIT\]](#)

22 D. An employee will be eligible for the insurance benefits on the first calendar day of
23 the month following his or her hire date or the day after his or her qualification date, whichever is the
24 later date. However, if the later date is the first calendar day of the month, the Employee will be
25 eligible for the insurance benefits on that date. [\[TA 9/8/10\]](#)

26 E. METRO will hold an open enrollment at least once during each calendar year.
27 Employees will be allowed to make changes in their benefit selections during that open enrollment
28 period. [\[TA 9/8/10\]](#)

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

4 **SECTION 2 – MEDICAL BENEFITS – PART-TIME, ASSIGNED, AND ON-CALL**
5 **EMPLOYEES (LESS THAN HALF-TIME)**

6 A. The medical, dental and vision insurance benefits developed by the Labor-
7 Management Insurance Committee will be available to part-time, assigned and on-call Employees, who
8 are regularly scheduled to work less than half-time. Insurance benefits will be available to the
9 Employee on the first day of the month following his or her hire date or the day after the Employee's
10 qualification date, whichever is the later date. If the later date is the first calendar day of the month,
11 insurance benefits will be available to the Employee on that date. The medical plan includes the
12 pharmacy plan, and neither can be purchased separately. METRO will contribute an amount equal to
13 80% of the IPA HMO premium for Employee-only coverage; the Employee will pay the remaining
14 portion of the premium through payroll deduction.

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

17 C. METRO and the UNION agree to establish a medical program within the
18 Washington State Basic Health Plan as soon as such is available. METRO will contribute up to the
19 maximum dollar amount allowed in Paragraph A.

20 **SECTION 3 – MEDICAL BENEFITS – RETIREES**

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

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

27 On the first of the month following qualification or hire date, whichever is later, each part-time
28 Employee, who is regularly scheduled to work less than half time, may elect to take dental and/or
vision coverage only in conjunction with one of the medical coverage options. METRO will pay

1 50% of the premium for Employee only coverage; the balance will be paid by payroll deduction.
2 Dependent coverage, paid by the Employee, shall be available through payroll deduction on the
3 eligibility date or during any annual open enrollment period thereafter.

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

5 A short-term disability plan shall be made available to all full-time Employees. Enrollment in
6 the plan is mandatory. Coverage shall begin as set forth in the policy. The Employee shall pay the
7 monthly premium by payroll deduction. METRO shall administer the policy. [ITA 9/8/10—SECTION](#)

8 [51](#)

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

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

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

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

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

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

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

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

26 B. The items covered by this AGREEMENT and the maximum values to be
27 reimbursed are:

<u>Item</u>	<u>Maximum Value</u>
Watch	\$55.00
Uniform clothing	replacement

1	Wallet	\$25.00
	Bag	\$55.00
2	Purse	\$35.00
	Driver's License	replacement
3	Employee Transit Pass	replacement

4 **SECTION 8 – TRANSIT PASS**

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

6 **SECTION 9 – WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE**

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

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

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

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

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

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

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

28 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, he/she may use sick leave,
23 vacation leave or AC time in lieu of METRO’s supplemental payments, as provided in Paragraph B. If
24 such Employee is working an alternative work assignment, such payments will be at the hourly rate of
25 the 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’
Compensation Office before returning to work, but he/she is not on pay status or receiving

1 compensation from any source including short-term or long-term disability, such Employee will
2 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be paid
3 an additional one hour of straight-time pay.

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

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

11 ***SECTION 10 – LEGAL DEFENSE***

12 Whenever an Employee is named as a defendant in civil action arising out of the performance
13 of the Employee's duties and, such Employee was acting within the scope of employment, METRO
14 shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee,
15 furnish counsel to represent such Employee to a final determination of the action, without cost to such
16 Employee. [\[TA 9/8/10—SECTION 10\]](#)

17 ***SECTION 11 – COMMERCIAL DRIVERS LICENSE***

18 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees
19 who are required to have a CDL, ~~and for~~ all Supervisors, and Utility Service Workers per Article 17,
20 Section 2, Paragraph C. [\[TA 9/8/10—EDIT—SECTION 11\]](#)

21 ***SECTION 12 – GENERAL CONDITIONS***

22 **A.** [Benefit p](#)Premiums paid by an Employee shall be deducted in equal installments
23 from the first and second paycheck of every month.

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

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

1 [\[TA 9/8/10—EDIT—SECTION 12\]](#)

2 **SECTION 13 – ACCUMULATED COMPENSATORY TIME**

3 A. AC time is defined to mean all time earned by an Employee, which may be paid by
4 compensatory time off instead of by cash.

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

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

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

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

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

19 **SECTION 14 – RETIREMENT ACKNOWLEDGEMENT**

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

25 [\[TA 9/8/10—SECTION 14\]](#)

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

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

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

6 B. ~~An Each 4/40 Employee who picks, or is assigned to, regular workweeks~~
7 ~~consisting of four ten-hour shifts~~ shall be subject to the provisions of this Article, which shall
8 supersede any conflicting provisions elsewhere in this AGREEMENT.

9 **[TA 9/8/10—EDIT—SECTION 1]**

10 ***SECTION 2 – REGULAR DAYS OFF***

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

12 **[TA 9/8/10—SECTION 2]**

13 ***SECTION 3 – HOLIDAYS***

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

21 ***SECTION 4 – PERSONAL HOLIDAY***

22 A 4/40 Employee who chooses a personal holiday will receive ten hours of personal holiday
23 pay. **[TA 9/8/10—SECTION 4]**

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

25 While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten
26 hours per day for each regular workday. **[TA 9/8/10—SECTION 5]**

27 ***SECTION 6 – BEREAVEMENT LEAVE***

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

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

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

5 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her
6 regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively.
7 An Employee may be required to revert to a work schedule of eight hours per day, five days per week
8 for each pay week in which the leave is taken. [\[TA 9/8/10—SECTION 7\]](#)

9 ***SECTION 8 – SICK LEAVE***

10 A 4/40 Employee on sick leave will be paid a maximum of ten hours at straight-time for each
11 workday absent. [\[TA 9/8/10—SECTION 8\]](#)

12 ***SECTION 9 – DISABILITY***

13 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
14 disability according to hours normally scheduled to work. For any full weeks of disability, such
15 Employee shall be considered as if he/she is an eight hour per day, five day per week Employee. [\[TA](#)
16 [9/8/10—SECTION 9\]](#)

17 ***SECTION 10 – OVERTIME***

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

21 ***SECTION 11 – SHIFT CHANGE NOTIFICATION***

22 Employees will be provided with a minimum 30-days notice prior to the cancellation of a 4/40
23 shift, except in the Operations division, when run cuts make this impossible. [\[TA 9/8/10—SECTION](#)
24 [11\]](#)

1 **ARTICLE 14: RATES OF PAY**

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

3 A. Effective on the start of the pay period that includes November 1, ~~2007~~2010, the
4 top 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 Part-Time Transit Operators, Supervisors and Supervisors-in-Training, each job classification will
9 have five step increments as follows: first step will be 70% of the top rate of the classification; upon
10 completion of twelve months, the second step will be 80%; upon completion of the next twelve
11 months, the third step will be 90%; upon completion of the next six months, the fourth step will be
12 95%; and upon completion of the next six months, the fifth step will be 100%. A new hire in the
13 position of Mechanic, Maintenance Painter, Maintenance Machinist, Metal Constructor, Millwright,
14 Maintenance Constructor, Sheet Metal Worker, Electronic Technician, Equipment Painter, Carpenter,
15 Vehicle Upholsterer, Building Operating Engineer, or Radio Equipment Specialist may start at the
16 90% rate if METRO determines that he/she is a fully qualified individual. METRO will be solely
17 responsible for determining whether a new hire is a fully qualified individual in the classifications noted
18 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 Supervisor classification. Upon completion of six months, the
21 second step will be 90% of the top pay rate for the Supervisor classification. Supervisors will have
22 five step increments as follows: first step will be 90% of the top rate of the classification; 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. Part-Time Transit Operators and On-Call Conductors will have five step
increments as follows: first step will be 70% of the top rate of the classification; upon completion of

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

2
3 Y = Current Year

4 Y-1 = 1 Year Ago

5 Y-2 = 2 Years Ago

6
7 ~~C. The adjustments paid on November 1 shall be for the twelve-month period reported~~
8 ~~in October. The base month for the adjustments paid on November 1 shall be September of the~~
9 ~~previous year.~~

10 ~~DC. For~~ The cost-of-living adjustment on the pay period that includes November 1,
11 2011: for the top step of each job classification shall be 90% of the number determined by the formula
12 in Paragraph B times the base wage for such classification. For the cost-of-living adjustment on the
13 pay period that includes November 1, 2012: the top step of each job classification shall be 95% of the
14 number determined by the formula in Paragraph B times the base wage for such classification. and
15 ~~shall be at least 2% and not more than 6%.~~ Such adjustments shall never result in a wage reduction.
16 ~~The base wage for each classification shall increase by at least 3% on the start of the first pay periods~~
17 ~~that include November 1, 2008, and November 1, 2009.~~ The base wage for each classification for the
18 cost of living adjustments, shall be the top step wage in effect October 1, each year, for that
19 classification. Other steps in the wage progression for each classification will be recalculated
20 according to Section 1, based on the adjusted top step.

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

24 [CONDITIONAL TA 10/28/2010 – SECTION 2]

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

26 **A.** All assigned work performed in a higher paid classification will be paid a minimum
27 of two hours at the rate of the higher paid classification. When an Employee is assigned such work for
28 more than two hours up to and including four hours, he/she will be paid at such rate for four hours.
When an Employee is assigned such work for more than four hours, he/she will be paid at such rate for

1 eight hours and will be paid at the overtime rate for such classification, if applicable, for time in excess
2 of eight hours.

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

6 [\[CONDITIONAL TA 10/28/2010 – SECTION 3\]](#)

7 ***SECTION 4 – FLSA REQUIREMENTS***

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

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

14 [\[CONDITIONAL TA 10/28/2010 – SECTION 4\]](#)

15 ***SECTION 5 – DEMOTION***

16 Employees who accept a demotion into a lower paid ~~Bargaining Unit~~UNION position because
17 of poor health or other compelling reasons, as mutually agreed upon by the parties, will be placed at a
18 ~~salary-wage~~ step within the new position’s ~~salary-wage~~ range which most closely matches the
19 Employee’s ~~salary-wage~~ in his or her former ~~salary-wage~~ range, but does not exceed the rate of pay
20 received by the Employee in his/her former classification.

21 [\[TA 11/3/2010 – SECTION 5 -- EDIT\]](#)

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

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

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

12 B. There will be four kinds of Full-Time Transit Operators: ~~Regular Operators,~~
13 ~~Report Operators, Extra Board Operators and System Board Operators.~~

14 1. A Regular Operator shall mean a Full-Time Transit Operator who picks runs
15 as a work assignment for his/her eight or ten-hour guarantee.

16 2. A Report Operator shall mean a Full-Time Transit Operator who picks
17 report assignments for his/her eight hour guarantee.

18 3. An Extra Board Operator shall mean a Full-Time Transit Operator who
19 picks the Extra Board or Report and works all assignments placed on the Extra Board
20 for his/her eight-hour guarantee.

21 4. A System Board Operator shall mean a Full-Time Transit Operator who
22 picks the System Board and works all assignments placed on the System Board for
23 his/her eight-hour guarantee.

24 C. A Full-Time Operator who desires to work on a less than full-time basis while
25 attending school or for compassionate reasons may, with METRO's approval, be transferred to Group
26 D status, provided he/she has completed one continuous year of service as a Full-Time Operator
27 immediately preceding transfer to this group. Group D Operators will be subject to the following:

28 1. A Group D Operator will be paid his/her normal hourly rate. A Group D
Operator may select either a part-time assignment or a position on the Extra Board with restricted

1 availability of days and times.

2 2. Group D Operators will be eligible for the benefits and conditions of regular
3 Part-Time Operators.

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

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

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

11 **5**6. A Group D Operator who works a weekday tripper:

12 a. Must declare his/her intention to pick a Group D tripper position 14
13 days prior to the first day of Part-Time Operator pick.

14 **ab.** Will have the same guarantees as a Part-Time Operator for each
15 tripper assignment worked.

16 **bc.** Will work on holidays when his/her picked assignment is scheduled
17 to be in service. On Sunday-schedule holidays, he/she will be limited to working his/her picked
18 assignment only.

19 ~~6. Group D Operators will pick their vacations as Full-Time Operators with the~~
20 ~~amount of vacation taken in accordance with Article 9.~~

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

22 a. Must declare his/her intention to pick a Group D Extra Board
23 position 14 days prior to the first day of Full-Time Operator pick.

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

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

1 **ed.** Must declare his/her intention to pick a Group D Extra Board
2 position 14 days prior to the first day of Full-Time Operator pick.

3 **de.** Must meet Extra Board Operator qualification requirements.

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

6 **8.** Group D will be administered according to guidelines mutually developed
7 and agreed to by METRO and the UNION.

8 9. A Group D Operator returning to assignment as a Full-Time Operator shall
9 be assigned a position on the Day Board at the base currently picked which is mutually agreeable to
10 METRO and the UNION until the next shake-up.

11 **D.** “Loader” shall refer to a Full-Time Operator who picks, or is assigned on the Extra
12 Board, the task of selling passage; but who does not drive the conveyance for which the passage is
13 sold.

14 [TA 8/3/2010 – SECTION 1--EDIT]

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

16 **A.** Full-Time Operators will not be required to accept Part-Time Operator status. [TA
17 8/3/2010]

18 **B.** METRO will not reduce the number of Full-Time Transit Operators below 1,223.
19 In the event of a layoff, all Part-Time Transit Operators shall be laid off prior to the layoff of any Full-
20 Time Transit Operator, provided that for every two Part-Time Transit Operators laid off due to a
21 substantial reduction of funds or ridership, METRO may, at its discretion, reduce the daily guarantee
22 of one Full-Time Transit Operator position to five hours. Full-Time Operators will pick such reduced-
23 guarantee positions by seniority. Full-Time Operators selecting a reduced-guarantee position will have
24 two consecutive off-days and will pick an assignment with a guaranteed paid time of five hours for
25 each of their regular work days. Operators selecting a reduced guarantee position will be paid at the
26 overtime rate for all time work in excess of eight hours in a day and for all time worked in excess of 40
27 straight-time hours in a workweek. Nothing herein shall be construed as giving METRO the authority
28 to reduce any other right or benefit of affected Full-Time Transit Operators. Reinstatement of the

1 eight hour daily guarantee shall be in seniority order on the same one for two basis as the reduction,
2 when the Part-Time Operator positions vacated by the layoff are filled.

3 C. Assignment of specials and extras will be made to Full-Time Operators only, except
4 as otherwise provided in this AGREEMENT

5 D. The number of Part-Time Transit Operators, with each dual tripper Operator
6 counted as two Operators, shall not exceed 45% of the total number of Transit Operators.

7 E. All runs and reports will be worked by Full-Time Operators.

8 F. All full-time vacation reliefs will be worked by Full-Time Operators.

9 G. Work left vacant because of the absence of a Full-Time Operator will be worked by
10 a Full-Time Operator, unless otherwise specified in this AGREEMENT.

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

15 I. The Extra Board will be worked only by Full-Time Operators.

16 **SECTION 3 – GENERAL CONDITIONS**

17 A. Each Operator will sign in for his/her work. When an Operator does not sign in on
18 time, the Supervisor on duty will notify the appropriate Report Operator to take the assignment. [\[TA](#)
19 [8/3/2010\]](#)

20 B. The Base Dispatcher/Planner may use his/her judgment as to which Operator to use
21 in an emergency. [\[TA 8/3/2010\]](#)

22 C. Any Operator not being relieved when arriving at the relief point will call the
23 Coordinator and inform him/her that no relief Operator is present. If the Operator does not wish to
24 continue working, he/she shall follow the procedures set forth herein. If the coach is inbound the
25 Operator will operate to Pine Street going northbound, to Main Street going southbound, or to Third
26 Avenue going west-bound or eastbound, then return to the base. If the coach is outbound with
27 passengers, the Operator will continue to the terminal if the round trip back to the relief point is less
28 than one and one-half hours. If the round trip back to the relief point is more than one and one-half
hours, METRO must dispatch a car with a relief Operator and must return the relieved Operator to

1 the base. Coaches which do not operate through the Seattle central business district will be governed
2 by the one and one-half hour rule. [\[TA 8/3/2010\]](#)

3 **D.** An assignment shall be defined as any work or duties that the Employee is required
4 to perform. [\[TA 8/3/2010\]](#)

5 **E.** If an Operator loses an RDO because of a change in schedule, he/she will be given
6 time off to compensate for such day. No Operator may have more RDOs in any pay period than
7 he/she would have received had no change of schedule been made. [\[TA 8/3/2010\]](#)

8 **F.** The cutoff time for calling to be removed from the sick list, and for signing the ~~AC~~
9 [day off](#) book for time off, is 10:00 a.m. Should an Operator report sick after 10:00 a.m., he/she may
10 retain his/her following day's full assignment by calling off the sick list at least one hour prior to the
11 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first. [\[TA 8/3/2010--](#)
12 [EDIT\]](#)

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

18 **H.** METRO shall provide a minimum five-minute scheduled layover after each revenue
19 trip, except when:

- 20 1. The revenue trip is less than 15 minutes long, or
- 21 2. The revenue trip is the last revenue trip before the coach returns to the base,
22 or
- 23 3. The revenue trip is live-looped or through-routed, or
- 24 4. The layover has been reduced by mutual agreement of METRO and the
25 UNION.

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

1 METRO agrees to review routes or assignments identified by the UNION as having insufficient
2 layover time.

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

8 J. An Operator may voluntarily install/remove chains if needed. [\[TA 8/3/2010\]](#)

9 K. When a Sunday schedule is operated on a holiday, an Operator who has picked a
10 Sunday run and whose regular workday falls on the holiday will work his/her Sunday run. A Regular
11 Operator on a regular workday without a Sunday run shall have the day off at holiday pay. [\[TA](#)
12 [8/3/2010\]](#)

13 L. Each day at each base, METRO guarantees that for every 45 Full-Time Operators
14 normally scheduled to work on that day at that base, rounded to the nearest 45, one Full-Time
15 Operator from the ~~AC book~~ [day off book](#) shall be excused from his/her assignment. However, the
16 guarantee shall be a minimum of one each day for any base with Full-Time Operators and the System
17 Board. These guarantees shall not apply in the case of an extreme emergency.

18 M. Separate [day off](#) books for Full-Time and Part-Time Operators will be maintained
19 at each base. ~~There will be with~~ a separate book for System Board Operators.

20 [1.](#) Once the minimum guarantees are met, the number of additional Part-Time
21 Operators excused on a particular day shall not be greater than the number of additional Full-Time
22 Operators excused on that same day.

23 [2.](#) However, if excusing additional a.m. or p.m. Part-Time Operators or Full-
24 Time Operators wanting a portion of the day off would balance the open work, METRO may excuse
25 such Operators.

26 [3.](#) After all Full-Time Operators who have so requested are excused, there shall
27 be no limit to the number of Part-Time Operators excused. [\[TA 10/29/10\]](#)

28 N. Candidates for [Bus](#) Supervisor-in-Training positions shall be selected from METRO
~~Full-Time Transit Operators~~ [FTOs, Rail Operators, Streetcar Operators and Rail Supervisors, who](#)

1 were not previously Bus Supervisors. All candidates must~~who~~ have at least ~~three~~two and one-half
2 years of ~~current,~~ full-time bus driving service in the five years preceding the closing date for
3 applications. [TA 10/25/2010]

4 O. All assignments shall be completed within a maximum 16-hour spread. Such
5 spread will begin with the start time of the first assignment following at least eight continuous hours
6 off. [TA 8/3/2010]

7 P. When an Operator presents a valid medical restriction which prevents operation of
8 the equipment or in the facility of his/her assignment, METRO will work with the UNION to find a
9 mutually agreeable alternate assignment for the remainder of the shake-up. If METRO wishes to
10 change the coach type on a picked assignment to a type that a Regular Operator of that assignment is
11 restricted from operating, METRO must find an alternate assignment that is agreeable to both the
12 Operator and the UNION. In cases where no agreement can be reached, METRO will not change the
13 coach type. [TA 8/3/2010]

14 ~~Q. A Regular or Report Operator on his/her regular day to work may, with at least~~
15 ~~one day advance notice, trade his/her regular assignment for an available float combo, as defined in~~
16 ~~Section 5, Paragraph E, for the purpose of scheduling a personal appointment during the float~~
17 ~~combo's split; an Extra Board Operator may request an out-of-rotation assignment to the float combo~~
18 ~~for the same reason. Except as provided in Section 8, Paragraph F, an Operator may be assigned to a~~
19 ~~float combo no more than once in each calendar month. [TA 8/3/2010]~~

20 SECTION 4 – RUNS

21 A. There shall be two types of Full-Time Operator runs.

22 1. A straight run ~~or "straight"~~ will consist of straight-through work which is at
23 least seven hours and eleven minutes including platform, report and travel time. [TA 8/3/2010, EDIT]

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

1 B. A day run shall be defined as any run which is completed by 8:00 p.m. [\[TA](#)
2 [8/3/2010\]](#)

3 C. A night run shall be defined as any run that is completed after 8:00 p.m. [\[TA](#)
4 [8/3/2010\]](#)

5 D. At the discretion of METRO, “frags”, defined as assignments less than seven hours
6 and eleven minutes, including platform, report and travel time, may be posted and selected at the pick.
7 Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall apply to
8 frags. [\[TA 8/3/2010\]](#)

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

12 F. Straight-through day runs shall comprise at least 58% of all straight-through runs.
13 [\[EDIT\]](#)

14 G. At least 70% of all Saturday runs shall be straight-through runs. There shall be no
15 combos on Sunday.

16 H. Runs and trippers on a route may be assigned to more than one base. [\[TA 8/3/10\]](#)

17 I. Runs shall be determined by METRO in accordance with the provisions in this
18 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
19 defined as a tripper. [\[TA 8/3/10\]](#)

20 J. Any Extra Board Operator working a regularly scheduled run shall be paid the
21 regularly scheduled run pay. [\[TA 8/3/10\]](#)

22 K. ~~In the event of a vacancy,~~ [Open](#) runs and combos may be broken into trippers on
23 the same day in order to allow METRO to fill all work. [\[TA 8/3/2010, EDIT\]](#)

24 **SECTION 5 – OPERATOR PICKS**

25 A. At pick, seniority for all Full-Time Operators shall prevail in the selection of runs,
26 reports and/or board positions, vacations, overtime trippers, bases, and RDOs. [\[TA 8/3-11-13/2010\]](#)

27 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum of
28 16 weeks and a maximum of 20 weeks, unless the UNION and METRO mutually agree otherwise.

All established practices and procedures for the Operator picks shall be observed through this

1 AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

2 C. METRO will determine the work, possible RDO combinations and the base from
3 which work will originate. [TA 8/3-11-13/2010—EDIT]

4 ~~E.D. The UNION will supply METRO with a signed, certified Operator seniority list~~
5 ~~three weeks prior to the first day of the pick.~~ Copies of the pick schedule will be posted in each base
6 and in the UNION office at least two weeks prior to the first day of the pick. ~~The UNION will supply~~
7 ~~METRO with a signed, certified Operator seniority list three weeks prior to the first day of the pick.~~
8 [TA 8/3-11-13/2010—EDIT]

9 E. A Full-Time Operator who wishes to select an assignment must select an
10 assignment according to the seniority list certified for the pick, unless the UNION and METRO
11 mutually agree otherwise. [TA 8/3-11-13/2010—EDIT]

12 F. An FTO who has been unable to work for 30 days or more must be medically
13 released for full duty effective the first day of the shakeup to be on the pick schedule. Such Operator
14 will not be allowed to pick an assignment except by mutual agreement between METRO and the
15 UNION. An FTO who returns to duty without a picked assignment will be placed on an assignment
16 mutually agreeable to METRO and the UNION. [TA 8/3-11-13/2010]

17 ~~————— D. A Full-Time Operator who wishes to select an assignment must select an~~
18 ~~assignment according to the seniority list certified for the pick, unless the UNION and METRO~~
19 ~~mutually agree otherwise. [TA 8/3-11-13/2010—EDIT]~~

20 G. The UNION shall be supplied a copy of the final work assignments to be used for
21 the pick at least two weeks prior to the first day of the pick. [TA 8/3-11-13/2010—EDIT]

22 ~~E.H. METRO will determine the work, possible RDO combinations and the base from~~
23 ~~which work will originate. METRO and the UNION will select one combo at each base that will be~~
24 ~~withheld from pick, which will be available for daily assignment to Operators wanting to schedule~~
25 ~~personal appointments during the combo split; such combos will be called float combos.—~~Copies of all
26 assignment sheets showing the runs, reports, Extra Board positions, System Board positions and
27 available RDO combinations will be posted in the pick room six days prior to the start of assignment
28 selection. The UNION agrees to staff the pick room on weekend days. [TA 8/3-11-13/2010—EDIT]

~~————— F. The UNION shall be supplied a copy of the final work assignments to be used for~~

1 ~~the pick at least two weeks prior to the first day of the pick.~~ [\[TA 8/3-11-13/2010—EDIT\]](#)

2 ~~—————G. A Regular Operator who has Sunday off may pick a vacant Sunday assignment, by~~
3 ~~seniority, for work on any Sunday schedule holiday. This selection will take place at the base after the~~
4 ~~Operator pick and after Report and vacation relief Operators have made their selections. If vacant~~
5 ~~Sunday assignments are still available, they may be offered for pick by seniority to all Full-Time~~
6 ~~Operators at the base whose RDO falls on the holiday.~~ [\[TA 8/3-11-13/2010—EDIT\]](#)

7 **H.** Each Operator shall have two consecutive RDOs, or in case of a 4/40 Operator
8 three consecutive RDOs, in every seven-day period, except when Operator shake-ups or move-ups
9 make this impossible. [\[TA 8/3-11-13/2010—EDIT\]](#)

10 **I.** A Full-Time Operator who selects Regular or Report Operator status shall select
11 five consecutive workday assignments. Each Operator's selections must be all runs or all reports and
12 must be exclusively day assignments or exclusively night assignments. If an Operator selects runs,
13 there must be at least eight hours off between assignments on consecutive days. If an Operator selects
14 reports, there must be at least eight hours off between assignments on consecutive workdays in
15 addition to the spread time. No Operator will be forced to pick an assignment of runs or reports
16 which would result in less than 10-1/2 hours off between consecutive workday assignments, or less
17 than 56 hours off on his/her two consecutive RDOs. [\[TA 8/3-11-13/2010—EDIT\]](#)

18 **J.** An Operator picking the System Board will select a position on the Day Board at
19 each of the operating bases, except that the Operator may select one suburban area (North,
20 East/Bellevue, or South) for which the Operator does not have to select a board position; the number
21 of exemptions for each region will be limited to no more than one-half of the total number of System
22 Board Operators. System Board Operators will select an RDO combination which will be the same
23 for every base at which they work. System Board Operators will indicate their assignment priority for
24 each base. The maximum number of System Board positions posted will be 25. ~~METRO will assign a~~
25 ~~reasonable number of System Extra Board Operators in order to alleviate vacation imbalances which~~
26 ~~cause forced overtime and restrict Operators' time off.~~ In no case will METRO assign more than 13
27 System Extra Board Operators to any operating base per pay period, with one exception, that being
28 Atlantic Base during the first three pay periods of each payroll year. [\[TA 8/3-11-13/2010\]](#)

K. An Operator shall report to the pick room at least 20 minutes before his/her pick

1 time, receive instructions and use this time to examine available work assignments. No Operator shall
2 be compensated for time spent in the selection process, unless it is during his/her regular work hours.

3 [\[TA 8/3-11-13/2010—EDIT\]](#)

4 **LM.** UNION representatives shall be present during picks. [\[TA 8/3-11-13/2010—](#)
5 [EDIT\]](#)

6 **MN.** An Operator, who fails to appear at his/her scheduled pick time and who does
7 not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected
8 for him/her by the UNION representative. The UNION representative shall make an effort to select
9 an assignment comparable to the assignment last selected at a pick. Selections made by the UNION
10 will not be subject to the grievance/arbitration procedure. [\[TA 8/3-11-13/2010—EDIT\]](#)

11 **NO.** When a new operating base opens or an existing operating base closes and that
12 base has/had Operator assignments, a system-wide pick will occur. [\[TA 8/3-11-13/2010—EDIT\]](#)

13 **OP.** In order to pick a Group D assignment, an Operator must request a transfer at
14 least 14 days prior to the first day of the pick. Group D Operator vacations will be selected at the
15 Full-Time Operator pick. A Group D Operator working a Part-Time Operator assignment shall 1)
16 waive his/her right to select assignments at the Full-Time Operator pick; 2) shall select his/her
17 assignment, by seniority, after all Part-Time Operators have picked and may exercise the right to
18 submit a current work restriction form. A Group D Operator returning to assignment as a Full-Time
19 Operator shall be assigned to the bottom of the Day Board at the base currently picked until the next
20 shake-up. [\[TA 8/3-11-13/2010—EDIT\]](#)

21 **PQ.** Each Operator must pick a Regular, Report, Extra Board or System Board
22 assignment which is compatible with any existing medical restrictions s/he has on file with METRO.
23 Failure to do so will result in forfeiture of the Operator's daily or assignment guarantee for each day
24 on which the Operator has picked an incompatible assignment, unless no work is available within the
25 Operator's restriction. [\[TA 8/3-11-13/2010—EDIT\]](#)

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

1 Operators at the base whose RDO falls on the holiday. [TA 8/3-11-13/2010—EDIT]

2
3 **SECTION 6 – MOVE-UPS**

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

6 1. An Operator who moves up must pick the entire assignment of the Operator
7 who vacated the run or report. If a Regular Operator moves up to a report assignment, such Operator
8 will be placed ~~at the bottom of the day board~~ on the same line as a vacant report.

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

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

14 C. Assignment of FTOs who have transferred to RAIL for training as Streetcar or Rail
15 Operators will not be considered vacant until the FTO has been certified as a Streetcar or Rail
16 Operator. [TA 11/2/2010]

17 **D.** Operator move-ups will be conducted only when they can be implemented at least
18 28 days prior to ~~a~~ the end of the current shake-up. System Board Operators shall not participate in
19 move-ups.

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

23 [TA 8/11/2010]

24 **SECTION 7 – SELECTING VACATIONS**

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

28 8/11/2010]

AB. Vacations may be split into periods of one or more full weeks. If an Employee's

1 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in one
2 period.

3 **BC.** Operators may pick only one prime time vacation per year. METRO shall
4 determine the number of vacations offered in each period. Each year, METRO shall furnish the
5 UNION with a list of vacation periods. [\[TA 8/26/10\]](#)

6 **CD.** The UNION shall determine the prime periods for the following year and inform
7 METRO of their determination in writing in advance of the first day of the fall pick of the current year.
8 [\[TA 8/26/10\]](#)

9 **DE.** Future pick and shake-up dates occurring during the vacation periods that
10 Operators can select at the current pick shall be posted in the pick room by METRO. [\[TA 8/26/10\]](#)

11 **EF.** After a vacation relief has been assigned to an Extra Board Operator, there shall
12 be no changes in vacation unless agreed upon by the Operator who is assigned the vacation relief. [\[TA](#)
13 [8/26/10\]](#)

14 **FG.** An Operator may, with METRO approval, change his/her vacation at the base to
15 a period which he/she did not have the seniority to pick provided the available period(s) are posted at
16 least one week in advance. [\[TA 8/26/10\]](#)

17 **SECTION 8 – EXTRA BOARD**

18 A. Each base shall have a Day Extra Board to fill ~~those open~~ assignments ~~left open, to~~
19 ~~fill~~ any special work, and ~~to fill~~ overtime assignments according to the overtime assignment process.
20 ~~In addition, b~~ Bases having night work shall also have a Night Extra Board for the same purposes. Day
21 and Night Boards shall be open for selection at ~~the~~ pick by all Full-Time Operators by seniority.
22 Operators may select any available position on either Extra Board. [\[TA 8/11/2010\]](#)

23 B. During a shake-up, any newly hired Operators shall be placed ~~at~~ [four positions up](#)
24 [from](#) the bottom of the Day Board. Selection of position shall be by seniority. [\[TA 8/11/2010\]](#)

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

1 the assignment provisions of this Section. [\[TA 8/11/2010\]](#)

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 ~~is~~ 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-time
8 pay, except in case of extreme emergency. [\[TA 8/11/2010--EDIT\]](#)

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-through 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 time
18 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.

2. Category B assignments shall be assigned first, beginning with the Night

1 Board, from the bottom of the board, according to quit time, latest quit time assigned first. [\[TA](#)
2 [8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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. [\[TA](#)
23 [8/11/2010\]](#)

24 6. If the number of Extra and System Board Operators available for work on a
25 regular workday is greater than the number of available runs, reports and special work which fits the
26 definition of a run, then tripper combinations may be inserted in the assignment sequence according to
27 their quit times. Tripper combinations will be made with trippers, pieces of work and special work
28 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
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. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

8 8. All weekday pieces of work open before the Extra Board's 10:00 a.m. cutoff
9 will be assigned to Full-Time Extra and System Board Operators, who are qualified and available, as a
10 regular assignment. Any remaining work, except ~~work left vacant by Part-Time Operator~~[strippers](#),
11 will be assigned first according to the overtime assignment sequence, then to Part-Time Operators on
12 the Additional Tripper List, except as prohibited in this AGREEMENT. ~~Work left vacant by Part-~~
13 ~~Time Operator~~[strippers](#) will be assigned first to the Additional Tripper List, then to Full-Time
14 Operators according to the overtime assignment sequence in accordance with this AGREEMENT.

15 [\[CONDITIONAL TA 10/28/10\]](#)

16 9. On holidays, an Operator left without an assignment shall receive the day off
17 at holiday pay. All Operators in a base who request the holiday off via the ~~AC~~[day off](#) book will be
18 excused before any Operator in the same base is forced to take the day off. [\[TA 8/11/2010--EDIT\]](#)

19 10. An Operator who is qualified in accordance with Section 12, but who is not
20 qualified on the specific assignment he/she would normally receive, shall be passed over until the first
21 assignment for which he/she is qualified becomes available. If work is not available to match an
22 Operator's qualifications, the Operator shall be placed on report and may be sent out to qualify. The
23 eight-hour guarantee shall apply for that day. If the last Operator available does not qualify for the last
24 assignment available in the assignment sequence, then the next latest quit assignment for which that
25 Operator qualifies shall become his/her assignment for the day and the remaining Operators shall be
26 assigned in the normal sequence. This process may be repeated until the last available Operator is
27 qualified on the last available assignment. [\[TA 8/11/2010\]](#)

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

1 time pay, except in case of extreme emergency. Any Operator who receives an overtime assignment
2 out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal
3 the assignment he/she should have had or the assignment he/she received, whichever is greater. [\[TA](#)
4 [8/11/10\]](#)

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

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

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

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

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

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

23 **f.** An Extra Board Operator picking a vacation assignment must work
24 the entire vacation assignment, not including any picked RDO overtime, except as provided in
25 Paragraph d. [\[TA 8/11/2010\]](#)

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

1 such Operator. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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. [\[TA 8/11/2010\]](#)

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

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

23 4. Each Inter-base Transfer Operator will be assigned overtime according to
24 his/her pick option, at his/her home base. [\[TA current J, J1, J2, J3, J4--8/11/2010\]](#)

25 K. Except as provided in Paragraph J, no Extra Board Operator will be required to
26 qualify on routes not regularly assigned to his/her operating base. [\[TA 8/11/2010\]](#)

27 L. System Board Operators will not be assigned to any Report during daily assignment
28 process. [\[TA 8/11/2010\]](#)

SECTION 9 – REPORT OPERATORS

- 1 A. Report times will be posted and selected at the Operator pick.
- 2 B. Operators shall pick reports according to the open pick system.
- 3 C. An Operator picking reports must be qualified on 75% of all routes from his/her
- 4 picked ~~the selected~~ base by the first day of the shake-up. He/she must be qualified on all routes and
- 5 foreign routes from that base, except for Center Park, 30 days after the effective date of the shake-up.
- 6 ~~METRO shall determine which report positions at the applicable base shall be required to qualify on~~
- 7 ~~Center Park and will post this information in the pick room. An Operator who picks such a position~~
- 8 ~~and fails to qualify on this service will remain on his/her picked report for the shake-up, but will be~~
- 9 ~~required to qualify on such service before again picking such a report. If an Operator fails to qualify~~
- 10 ~~on this service, he/she will be given an additional opportunity to qualify prior to the next Operator~~
- 11 ~~pick.~~ No Report Operator will be required to qualify on routes not regularly assigned to his/her
- 12 picked operating base.
- 13 D. Report Operators will be available for a spread of 13 hours and must accept all
- 14 work according to Report Operator work rules set forth in this AGREEMENT.
- 15 E. For a Sunday-schedule holiday, a Report Operator having a Sunday report and who
- 16 regularly works on that day will work his/her Sunday report. A Report Operator on his/her regular
- 17 workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
- 18 seniority, or to revert to his/her position on the Extra Board for assignment.
- 19 F. METRO may adjust picked report times by a maximum of 30 minutes when a
- 20 change is needed. METRO shall give five days notice to an Operator whose report will be affected.
- 21 When changes adversely affect an Operator's personal life or impose serious hardship in reporting to
- 22 work, the Operator may request that the base supervisor and the UNION review the matter.
- 23 G. An Operator may voluntarily waive his/her 13-hour spread. An Operator may not
- 24 waive the eight continuous hours off. The maximum spread will be 16 hours. A Report Operator who
- 25 waives his/her 13-hour spread must still be available for his/her regular shift the next day.
- 26 H. Except as otherwise provided in this AGREEMENT, all time served on report shall
- 27 be paid. Any Operator required to report shall receive a minimum of two and one-half hours pay.
- 28 However, an Operator serving on report shall be considered on report, regardless of assignment, until
- released. Two and one-half hours shall be paid when released from report and assigned work starting

1 more than two and one-half hours after reporting. At the completion of an assignment, an Operator
2 may be released or assigned to further duties. If report time and tripper time are consecutive, report
3 time will be used to make up the tripper guarantee. Report time will stop at the 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 this
12 AGREEMENT. When assignments have the same quit time, the rules of Section 8, Paragraph F.5
13 also apply to Operators on report. Operators 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 he/she shall be paid straight through until the start of the assignment and shall be paid actual travel
16 time 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 he/she 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 a non-regular report share the same initial report time, the Operator who must be off earliest will

1 be first up. If both Operators must be off at the same time, the Operator with the regular report will
2 have first right of refusal for the assignment. Should two or more Extra Board Operators have the
3 same initial report time, the most senior Operator will have first right of refusal on an available
4 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, he/she will be given an additional opportunity to qualify prior
16 to the next Operator pick.

17 **[TA 8/11/2010—SECTION 9—EDIT, MOVED FROM C.]**

18 ***SECTION 10 – OVERTIME***

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

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

28 **C.** All runs shall be assigned and every available Operator shall have work before any
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 Operator sequence. For the purpose of this Paragraph, a System
3 Board 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 Operator shall be required to work on his/her RDO. No Regular Operator shall
13 be assigned overtime work unless he/she volunteers for such work.

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

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

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

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

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

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

13 5. An Operator may pick overtime trippers only at the base he/she picked.

14 K. METRO will maintain a minimum percentage of Full-Time Operator overtime of at
15 least 10.5%, as measured on an annual basis. The annual percentage will be calculated by dividing
16 total regular overtime hours worked by total regular hours worked and reported to the UNION at the
17 end of each payroll year. Should METRO fail to maintain the specified percentage, METRO and the
18 UNION will meet to discuss an immediate remedy. Should the parties fail to agree on a remedy,
19 METRO will, beginning with the Summer shake-up, reinstate the language in Articles 16.4.F.3 and
20 15.8.F.8 of the labor agreement which expired on October 31, 2010. [CONDITIONAL TA
21 10/28/10]

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 ~~in addition to his/her regular accident report~~, an additional 30 minutes straight-time pay
27 shall be paid ~~for filling out that report of the accident~~. If the Safety Officer approves the first accident
28 report and the Operator is called in to fill out an additional report other than those for the State of
Washington or local police departments, an additional 30 minutes straight-time pay shall be paid for

1 filling out each additional report. Forty-five minutes straight-time pay shall be paid for the first report
2 of each accident involving a collision with another vehicle in which both vehicles are moving or in any
3 collision with a pedestrian. [\[TA 8/11/2010\]](#)

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

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

14 D. A Full-Time Operator who is not on report shall be paid a minimum of one hour
15 straight-time pay for a coach change. [\[TA 8/11/2010\]](#)

16
17 E. One hour straight-time pay shall be paid to a Full-Time Operator for each day spent
18 instructing a student. [\[TA 8/11/2010\]](#)

19 F. If an Operator is working a tripper, extra or report, and the overtime rate applies,
20 he/she will be paid at the overtime rate or receive the minimum tripper time, whichever is greater. [\[TA](#)
21 [8/11/2010\]](#)

22 G. The minimum time paid, including report and travel time, for regularly scheduled
23 trippers, extras and specials assigned to Full-Time Operators shall be the equivalent of two and one-
24 half hours straight-time pay (one hour forty minutes overtime pay). [\[TA 8/11/2010\]](#)

25 H. An Extra or System Board Operator, who works past a twelve-hour spread on a
26 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
27 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
28 hours. [\[TA 8/11/2010\]](#)

1 I. Each Regular, Report, Extra Board or System Board Operator, who works a combo
2 or frag having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate
3 under the provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time
4 and one-half for time in excess of 10-1/2 hours. [\[TA 8/11/2010\]](#)

5 J. Road relief travel time shall be paid at the applicable rate based upon the maximum
6 time required for travel from the base to a relief point during the applicable period of the day.

7 K. Tripper storage travel time shall be paid at the applicable rate for the time
8 established for travel between the storage base and the home base and for waiting to either board a
9 shuttle or start a trip, whichever is applicable. [\[TA 8/11/2010\]](#)

10 L. An Operator who is relieved on the road and is directed by METRO to return to the
11 base to submit an accident or incident report or a found item will be paid travel time at the applicable
12 rate. [\[TA 8/11/2010\]](#)

13 M. System Board Operators will receive \$2.00 per hour premium pay for all hours
14 worked. [\[TA 10/28/2010\]](#)

15 **SECTION 12 – QUALIFICATION**

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

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

1 60 days after the effective date of the shake-up. A major route is defined as 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 he/she 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 he/she must qualify
8 on 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 is defined as 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 he/she 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 two-days notice, on any route he/she has not driven in the previous five years or on any route
24 which has undergone three minor changes since he/she 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-through run.

28 **G.** An Extra or System Board Operator who would receive a combo or tripper
assignment in his/her normal sequence may be taken out of sequence and given an assignment which

1 allows time for qualifying on routes. Such Operator will not be assigned a straight-through run when
2 taken out of sequence to qualify.

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

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

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

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

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

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

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

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

25 ***SECTION 13 – UNIFORMS***

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

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

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

8 **D.** Uniform allowance balances may be carried over if unused. An Operator's accrued
9 allowance may not exceed 25 times the top step Transit Operator wage rate that will be in effect on
10 January 1st immediately following the effective date of this AGREEMENT. [\[TA 8/17/2010\]](#)

11 **E.** Operators are required to be in uniform while on duty. When uniform garments are
12 not available, an out of uniform slip will be given to the Operator by the Supervisor before the
13 Operator goes on duty. Uniforms [items with insignia](#) shall be worn only to and from work and while
14 on duty. [UNION garments and other items with ATU insignia approved by METRO shall be](#)
15 [considered acceptable uniform attire. \[TA 8/17/2010\]](#)

16 **F.** Footwear designated by METRO may be purchased with the uniform allowance.
17 Footwear must meet the current standards of uniform footwear for Transit Operators. [\[TA 8/17/2010\]](#)

18 **G.** All uniform items will be union made, unless mutually agreed between METRO and
19 the UNION. [\[TA 8/26/10\]](#)

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

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

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

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

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

16 **B.** METRO reserves the right to rehire former METRO Full-Time Operators to vacant
17 Full-Time Operator positions independent of the formal Full-Time Operator recruitment process. [\[TA](#)
18 [8/17/2010\]](#)

19 **C.** Should the guarantee described in Paragraph A result in failure to meet METRO’s
20 Affirmative Action objectives, the UNION agrees to meet and negotiate appropriate adjustments to
21 the guarantee. [\[TA 8/17/2010\]](#)

22 **D.** A Part-Time Operator who accepts a Full-Time Operator position will have the
23 option for six months from date of qualification to return to the position of Part-Time Operator with
24 no loss in Part-Time Operator seniority.

25 **E.** METRO will determine the standards to be met by Full-Time Operator trainees.
26 An Operator who fails to meet such standards will be returned to the Part-Time Operator position.
27 [\[TA 8/17/2010\]](#)

28 **F.** An Operator who retires and is rehired as a Part-Time Operator within one year of
his/her retirement will not be required to serve a probationary period. However, any retired Operator

1 not meeting rehire standards may, at METRO's discretion, be rehired and required to serve a
2 probationary period. [\[TA 8/17/2010\]](#)

3 **SECTION 3 – GENERAL CONDITIONS**

4 A. The provisions of Article 15, Section 3, Paragraphs A, B, C, D, F, G, H, I, J, M, O
5 and P shall also apply to Part-Time Operators.

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

11 ~~C. When a Part-Time Operator's assignment has been modified temporarily due to a
12 custom bus or school change such that the custom bus or school trip(s) is no longer contiguous with
13 the rest of the assignment, such Operator will have the option of working the modified assignment or
14 working his/her reduced regular assignment. [\[TA 8/17/2010—EDIT MOVED TO 4.G\]](#)~~

15 **SECTION 4 – WORK ASSIGNMENTS**

16 A. A new Part-Time Operator will be given a specific assignment by METRO until the
17 next shake-up. [\[TA 8/17/2010\]](#)

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

25 C. Part-Time Operators shall not work runs, portions of runs, reports, specials,
26 standbys, or extras except as identified in Paragraph F.5.

27 1. To avoid a cancellation of service, a Part-Time Operator's assignment may
28 be, with the Operator's consent, traded with an assignment on the Dispatching Call Record which has
been left vacant by a Part-Time Operator provided the sign-in time of such assignment is within ~~30~~ [60](#)

1 minutes of the sign-in time of the Operator's scheduled assignment for that day. Such Operator will
2 be paid for time worked or his/her scheduled assignment, whichever is greater.

3 2. On the day of service and with METRO's approval, two Part-Time
4 Operators may trade assignments. Such Operators will be paid for actual time worked, or minimum
5 assignment guarantee. Each such Operator will be limited to one trade per pay period. [\[TA](#)
6 [8/17/2010\]](#)

7 D. A.M. and P.M. trippers may be combined by METRO to make one dual tripper
8 assignment. These assignments may be made available at each pick to Part-Time Operators for
9 selection by seniority, subject to the following conditions:

10 1. Dual tripper assignments must:

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

13 b. Contain no more than one split.

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

15 2. A Part-Time Operator who picks a dual tripper assignment will be
16 guaranteed a minimum of four hours and forty minutes straight-time pay for each set of a.m. and p.m.
17 trippers worked.

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

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

22 The conditions of this Paragraph will not be construed as full utilization of Part-Time Operators.

23 E. METRO will create no fewer than 220 Part-Time Operator assignments which pay
24 at least four hours.

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

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

3 2. Each Part-Time Operator's assignment shall be within a 13-hour spread,
4 unless he/she requests a shorter or longer spread. No Part-Time Operator's assignment shall exceed a
5 16-hour spread.

6 ~~3. An ATL assignment shall not result in an Operator being scheduled to~~
7 ~~receive more than seven hours and fifty-nine minutes of total credit time for a day. [CONDITIONAL~~
8 ~~TA 10/28/2010]~~

9 **43.** Part-Time Operators shall be assigned additional trippers by seniority. An
10 Operator may work additional trippers only at the base he/she picks and shall receive no more than
11 one ATL assignment per day.

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

17 **65.** If work is assigned out of normal rotation, the Operator who should have
18 received the assignment will receive pay equal to the difference in the amount of pay he/she would
19 have received had he/she worked the appropriate tripper, or pay for the assignment actually worked,
20 whichever is greater. [TA 8/17/2010]

21 G. When a Part-Time Operator's assignment has been modified temporarily due to a
22 custom bus or school change such that the custom bus or school trip(s) is no longer contiguous with
23 the rest of the assignment, such Operator will have the option of working the modified assignment or
24 working his/her reduced regular assignment. [TA 8/17/2010—EDIT MOVED FROM 3.G]

25 **GH.** If the start time and/or quit time of any assignment picked by a Part-Time
26 Operator is changed for the remainder of the shake-up or the assignment is cancelled for the remainder
27 of the shake-up, the pay of the picked assignment will be guaranteed for the remainder of the shake-
28 up. This guarantee shall be cancelled if the Part-Time Operator refuses an alternate assignment

1 offered by METRO. If, due to a verified personal hours restriction, an Operator cannot accept an
2 alternate assignment offered by METRO the guarantee shall remain intact. [\[TA 8/17/2010\]](#)

3 **SECTION 5 – OPERATOR PICKS**

4 A. The UNION shall administer a Part-Time Operator pick which shall be held three
5 times a year in conjunction with the Full-Time Operator pick.

6 B. Before the last assignment which fits a Part-Time Operator's ~~hours limitation~~[am/pm](#)
7 [restriction](#) is picked, the Part-Time Operator will be placed on that assignment, regardless of seniority.
8 The UNION shall determine the validity of restriction requests. ~~Operators who have qualified since~~
9 ~~June, 1985, must be available until 8:30 a.m. for a.m. trippers or must be available by 3:30 p.m. for~~
10 ~~p.m. trippers.~~ [\[TA 8/17/2010\]](#)

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

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

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

21 F. Each Part-Time Operator must pick an assignment which is compatible with any
22 existing medical restrictions s/he has on file with METRO. [\[TA 8/17/10\]](#)

23 **SECTION 6 – MOVE-UPS**

24 A. Once per shake-up, the UNION will [organize and](#) conduct a Part-Time Operator
25 move-up at each base. Additional move-ups may be conducted by mutual agreement.

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

28 C. A Part-Time Operator may not select work out of another base, except as mutually
agreed by METRO and the UNION.

~~D. Part Time Operator move ups shall be organized and conducted by the UNION.~~

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

EE. Available work, as determined by METRO, will be posted at least five days prior to the move-up. No changes to ~~available the~~ work ~~as determined by METRO~~ will be made within the five days prior to the move-up date, unless mutually agreed by METRO and the UNION.

[TA 8/17/2010—SECTION 6--EDIT]

SECTION 7 – SELECTING VACATION AND ANNUAL LEAVE

A. Part-Time Operators shall be subject to the vacation rights and responsibilities outlined in Article 9. A Part-Time Operator who has completed twelve months of service shall be guaranteed an annual leave of absence of up to 20 days until such time as he/she is eligible to pick vacation, and thereafter ten days leave. However, a Part-Time Operator who has more than twelve months of service but who is not eligible to take a vacation during the calendar year shall continue to be eligible for up to 20 days of unpaid leave. [TA 10/14/10]

B. A Part-Time Operator who accrued vacation hours in the prior payroll year may select five-day (Monday – Friday) blocks of vacation at ~~the~~ pick. Vacation selections shall be for only one shake-up at a time. A request for a five-day block of vacation/leave submitted between picks must be submitted at least 14 days prior to the starting date. [TA 8/26/10]

C. A Part-Time Operator granted time off via the PTO day off book or approved single-day compassionate leave may request payment from his/her available vacation balance. [TA 8/26/10--EDIT]

D. The minimum number of vacation days that a Part-Time Operator may take will depend on the Employee's total years of METRO service, as follows:

Years of METRO service	Minimum Number of Days
1 - 4	10
5 - 9	15
10 - 14	20

Years of METRO service	Minimum Number of Days
15 - 19	25
20+	30

1. For each day of vacation taken, the amount of vacation time paid will equal the length of the Part-Time Operator's regular assignment for that day, provided there are sufficient hours in the Operator's vacation balance to cover the vacation.

2. If a Part-Time Operator's vacation accrual is not sufficient to cover the minimum number of days, the Operator may elect to 1) take fewer vacation weeks, or 2) take the minimum days of vacation, being paid the full amount of his/her available vacation balance and taking the remaining time as approved unpaid leave. [\[TA 8/26/10\]](#)

E. Vacation will be paid at the Operator's current rate at the time vacation is taken. ~~Once a relief Operator is assigned, a vacation/leave may not be changed or cancelled.~~ It is the Operator's responsibility to bring discrepancies in accruals to the attention of a base chief. [\[TA 8/26/10—EDIT MOVED to H\]](#)

F. If an Operator has unused vacation at the end of the [payroll](#) year, all hours, except those authorized as carryover by Article 9, Section 4, will be cashed out. [\[TA 8/26/10—EDIT\]](#)

G. Separate blocks of a.m. and p.m. vacation periods will be available for pick at each base. The number of periods available will be no less than 10% of the number of opposite (a.m. or p.m.) single tripper assignments at that base available at the part-time pick. A minimum of two a.m. and two p.m. vacation blocks shall be made available at each base. When ~~a dual tripper~~ [an Operator whose assignment is a DTA](#) picks vacation, he/she uses both an a.m. and a p.m. guaranteed period. [\[TA 8/26/10—EDIT\]](#)

H. Vacation/leave trippers will be posted for pick twelve days prior to the start date. Operators will be assigned to vacation/leave work by a rotating seniority bid system. Bids for vacation/leave work must be submitted at least seven days prior to the vacation/leave start date. The most senior Operator applying for the vacation relief, who has driven the least number of vacation reliefs for the current shake-up, will be assigned. It is the responsibility of the picking Operator to be

1 qualified on any tripper assigned. Once a relief Operator is assigned, a vacation/leave may not be
2 changed or cancelled. In instances where two or more periods of vacation/leave are taken
3 consecutively, each week will be assigned separately. [TA 8/26/10—EDIT MOVED from E]

4 I. When no Part-Time Operator is available and assigned to guaranteed vacation work
5 at least five days prior to the first day of the vacation, the work will be assigned according to the
6 normal assignment sequence as specified in Article 15, Section 8, Paragraph F.8. When no Part-Time
7 Operator is available and assigned to non-guaranteed vacation or annual leave work at least five days
8 prior to the first day of the leave, the vacation/leave may be postponed by METRO until such time as a
9 Part-Time Operator is available. [TA 8/26/10—EDIT]

10 J. When a Part-Time Operator's picked tripper does not operate for a week, he/she
11 may pick one vacation relief tripper as part of the normal rotating seniority bid system. When one or
12 both picked trippers of a Part-Time Operator's dual tripper assignment does not operate for a week,
13 he/she may pick one vacation relief tripper as part of the normal rotating seniority bid system.

14 **SECTION 8 – OVERTIME**

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

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

20 [TA 8/17/2010—SECTION 8--EDIT]

21 **SECTION 9 – SPECIAL ALLOWANCES**

22 A. The provisions of Article 15, Section 11, Paragraphs A, B, C, J, K, and L shall also
23 apply to Part-Time Operators.

24 B. Thirty minutes straight-time pay shall be paid to Part-Time Operators for each day
25 spent instructing a student. [TA 8/26/10]

26 **SECTION 10 – QUALIFICATION**

27 A. The provisions of Article 15, Section 12, Paragraphs A, D, E, J and L, shall also
28 apply to Part-Time Operators.

1 **B.** Part-Time Operators who require route, equipment, coach, and/or tunnel
2 qualification or other training as a result of a Part-Time Operator pick or move-up must arrange to
3 qualify before the effective date of the assignment and will be paid at the applicable rate of pay. For a
4 move-up, METRO will determine the number of equipment/facility qualification slots available. When
5 all slots are filled, an Operator not qualified on such equipment/facility may not move to an assignment
6 that requires such qualification. [\[TA 10/14/10\]](#)

7 **C.** A Part-Time Operator required by METRO to change trippers will be paid to
8 qualify at the applicable rate. A Part-Time Operator qualifying on his/her picked work on an assigned
9 vacation/annual leave relief assignment will be paid at the applicable rate. METRO will determine the
10 qualification requirements. [\[TA 10/14/10\]](#)

11 **D.** Part-Time Operators will be paid at the applicable rate to qualify in order to work
12 the ATL subject to the following:

13 1. An Operator will be paid to qualify only on routes that can be assigned
14 within his/her ATL availability.

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

17 3. An Operator will be paid only for qualifying on a route if he/she is qualified
18 on the equipment/facility necessary to operate that route. [\[TA 10/14/10\]](#)

19 **E.** An Operator who fails to qualify on his/her picked assignment or equipment will be
20 placed on an assignment mutually agreed to be the UNION and METRO, to be consistent with his/her
21 seniority, until the next shake-up. [\[TA 10/14/10\]](#)

22 ***SECTION 11 – UNIFORMS***

23 Part-Time Operators shall receive the same uniform allowance and be subject to the same
24 conditions as Full-Time Operators as described in Article 15, Section 13. [\[TA 8/26/10—SECTION](#)
25 [11\]](#)

26 ***SECTION 12 – VASHON ISLAND SERVICE***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 [TA 8/26/10—SECTION 12--EDIT]

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1 **ARTICLE 17: VEHICLE MAINTENANCE EMPLOYEES**

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

3 Vehicle Maintenance Employees shall mean all Employees in the following job classifications:

- 4 • Assistant Utility Service Worker
- 5 • Electronic Technician
- 6 • Equipment Dispatcher
- 7 • Equipment Painter
- 8 • Equipment Service Worker – Stores Driver
- 9 • Equipment Service Worker
- 10 • Lead Electronic Technician
- 11 • Lead Equipment Painter
- 12 • Lead Equipment Service Worker
- 13 • Lead Maintenance Machinist
- 14 • Lead Mechanic
- 15 • Lead Sheet Metal Worker
- 16 • Lead Transit Parts Specialist
- 17 • Lead Purchasing Specialist
- 18 • Lead Vehicle Upholsterer
- 19 • Maintenance Machinist
- 20 • Mechanic
- 21 • Mechanic Apprentice
- 22 • Metal Constructor
- 23 • Millwright
- 24 • Paint Preparation Technician
- 25 • Purchasing Specialist
- 26 • Purchasing Specialist-NRV
- 27 • Senior Stores Clerk
- 28 • Sheet Metal Worker
- Transit Parts Specialist

- 1 • Utility Service Worker (USW)
- 2 • Vehicle Damage Estimator
- 3 • VM Technical Information Process Specialist III
- 4 • VM Technical Information Process Specialist III - Stores
- 5 • Vehicle Upholsterer

6 **SECTION 2 – GENERAL CONDITIONS**

7 A. METRO shall not adopt time estimates contained in flat-rate mechanics books for
8 scheduling or evaluation purposes. METRO work standards are exempted from this provision. [\[TA](#)
9 [9/2/10\]](#)

10 B. [Prior to installing electronic time clocks in the Vehicle Maintenance workplace,](#)
11 [METRO will notify the UNION and discharge any bargaining obligation that is mandated by law. \[TA](#)
12 [10/22/10\]](#)

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 **ED.** A USW who agrees to drive a vehicle in the performance of his/her fundamental
17 duties, who acquires a Washington state Class B CDL, and who successfully completes METRO's
18 driver training, will have an additional \$1.00 per hour added to his/her base USW wage rate for all
19 hours worked. Such Employee also will be subject to METRO's Accident Point System and federally
20 mandated random drug/alcohol tests. A USW who is earning a \$.70 premium as of November 1,
21 2004, and who fails to get a CDL will continue to be paid the \$.70 premium as long as he/she
22 continues in that classification. A USW who fails to maintain his/her CDL shall lose his/her premium
23 pay.

24 **DE.** METRO will endeavor to schedule changes to chief and Lead work assignments
25 to coincide with the pick posting. If there is chief or Lead personnel movement that does not coincide
26 with the pick posting, the UNION and METRO will meet to discuss the need for a shake-up or move-
27 up. [\[TA 10/22/10\]](#)

28 [F. In addition to the conditions listed in Article 6, Section 3, METRO shall post all](#)
[opportunities for Vehicle Maintenance detail/special projects, In-plant inspectors and any long term](#)

1 [upgrade opportunities for a minimum of 20 days and provide the UNION with copies of all postings.](#)
2 [If more than one person is needed for the special assignment, those wishing to apply that meet the](#)
3 [qualifications of METRO will be placed in a pool in seniority order and be rotated through the](#)
4 [position. \[TA 10/22/10\]](#)

5 **SECTION 3 – WORK ASSIGNMENTS**

6 A. The workweek shall consist of five consecutive days, except when an Employee's
7 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
8 regular workday. Each shift will be completed within a continuous eight and one-half hour period, and
9 will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who
10 pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article
11 13.

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

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

14 D. For the purposes of the pick and subsequent work assignments, the graveyard shift
15 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
16 swing shift shall be considered the third. [\[TA 9/2/10\]](#)

17 E. Should it become necessary to alter a shift during a shake-up and such alteration
18 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
19 request for accommodation which requires an alteration in the start or quit times of a shift, such
20 Employee may request that METRO consider their request. METRO will then contact the UNION to
21 review the matter. [Alterations to Employees' start or quit times shall be made by mutual consent of](#)
22 [METRO and the UNION. \[TA 10/22/10\]](#)

23 F. For holiday work assignments, METRO will determine the staffing needs for each
24 shift. When METRO has determined which classifications will be required to work, Employees in
25 those classifications will be offered the holiday assignment in seniority order, first to Employees that
26 are scheduled to work that day as part of their regular work assignment. If after offering the holiday
27 assignment to Employees by seniority who are regularly scheduled to work that day and there are
28 more assignments available, it will then be offered to Employees on their RDO until assignments are

1 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
2 Employees that are scheduled to work that day as part of their regular work assignment. [\[TA 9/2/10\]](#)

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

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

5 **1.** If a vacancy/assignment occurs, METRO may fill the vacancy/assignment by
6 offering the assignment in seniority order to a volunteer at the base from a different shift or then to a
7 volunteer from another base. [METRO will post a volunteer sign-up list at the beginning of each](#)
8 [shake-up to be used for the assignment of volunteers.](#)

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

11 **3.** All language in this Section which applies to rovers, also will apply to
12 volunteers.

13 **B.** For all Vehicle Maintenance Classifications, METRO will identify rover positions
14 by classification. The maximum number of rover positions for any classification is as follows: one
15 rover position for each base. When not filling a rover assignment, the RDOs for all rover pick
16 positions will be Saturday and Sunday, as identified on the pick sheets. METRO is limited to one
17 Rover in the classifications of 35 Employees or less.

18 **C.** These rovers will be used by the supervisor to the best advantage of METRO.
19 METRO retains the right to change the assignment of any rover to any combination of base, shift, or
20 RDO.

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

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

27 **F.** METRO will provide a minimum of ~~24~~[48](#) hours advance notice prior to any change
28 in assignment for any rover, except for rovers in the Stores section.

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

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

6 [\[TA 10/22/10—SECTION 4\]](#)

7 **SECTION 5 – LEAD EMPLOYEES**

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

12 B. Lead Employees shall be selected on the basis of ability, training, education,
13 experience, and job performance as determined by appropriate testing procedures and/or evaluations
14 which will be developed with input from the Leads and the UNION. [\[TA 10/22/10\]](#)

15 C. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
16 differential above the top step of the existing wage rate and any shift differential of the classification
17 for which he/she serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
18 shift differential, plus 10%.

19 D. Lead ~~workers~~[Employees](#) have the responsibility of coordinating the work of the
20 Employees to whom they are assigned to provide lead direction. Lead ~~workers~~[Employees](#) assign job
21 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all
22 Employees with respect and in a fair and consistent manner. A Vehicle Maintenance Lead ~~will~~[shall](#) be
23 considered a working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the
24 regular work of the classification he/she is leading. [\[TA 9/2/10--EDIT\]](#)

25 E. No Lead Employee will discipline other Employees or perform formal Employee
26 evaluations. [No Employee acting as or upgraded to Chief shall issue discipline to other Employees or](#)
27 [perform formal evaluations. \[TA 9/2/10\]](#)

28 F. For ~~Overtime~~[overtime](#) and ~~Holiday~~[holiday](#) work assignments: When performing
the regular work of the classification that he/she is leading, the Lead of that specific classification will

1 be offered the assignment (~~by base, by shift, by seniority~~) only after all the other Employees in that
2 classification (by base, by shift, by seniority) have been asked first. [TA 9/2/10--EDIT]

3 **SECTION 6 – PICKS AND MOVE-UPS**

4 A. Three times each except at NRV, consistent with Transit Operator picks, when a
5 facility opens or closes, or when METRO schedules a system-wide pick, the number of Employees
6 required on each shift at each base shall be posted. NRV positions for Mechanic, Lead Mechanic, and
7 Transit Parts Specialist will be picked once each year at the first pick of each year.

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

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

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

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

25 D. METRO will make arrangements for each Employee to be available to report to an
26 appropriate pick location at least ten minutes ahead of her/his pick time to examine available work
27 assignments. An Employee shall be compensated for the time spent in the selection process when it is
28 during her/his work hours. [TA 10/22/10]

1 E. UNION representatives for Vehicle Maintenance will be present and facilitate the
2 pick. [\[TA 10/22/10\]](#)

3 F. An Employee, who is unable to attend the pick, can submit an absentee pick form
4 with the METRO designee, as identified on the pick schedules, indicating his/her work preferences.
5 This form must be received by the METRO designee no less than 24 hours before the pick. Failure to
6 do so will result in the UNION representative picking an assignment for the Employee. The UNION
7 representative shall make an effort to select an assignment comparable to the last picked position
8 (base, shift, and RDO), not to include any move-ups. Selections made by the UNION will not be
9 subject to the grievance/arbitration procedure. [\[TA 10/22/10\]](#)

10 G. When METRO determines that an Employee will be unavailable for work for an
11 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from
12 Vehicle Maintenance will be notified prior to the pick process. If such Employee returns to work
13 during a shake-up, he/she may return to his/her previous picked position, if such still exists, or to a
14 position as close as possible to the assignment he/she was working previously. METRO and the
15 Employee may mutually agree to a different assignment, and the UNION will be notified. [\[TA](#)
16 [10/22/10\]](#)

17 H. Any Employee covered by this Section, who picks a position in which he/she does
18 not properly perform may be placed on any available shift at any base until the next shake-up by
19 his/her Section manager. [\[TA 10/22/10\]](#)

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

23 J. Merger of the Stores Driver classification into the Equipment Service Worker
24 classification: Stores Drivers hired before November 1, 2007, will be grandfathered into Stores Driver
25 assignments and will not be bumped during any subsequent pick. If a Stores Driver voluntarily
26 chooses work other than a Stores Driver assignment, he/she will forfeit all rights to grandfathered
27 Stores Driver status. Stores Drivers will pick Stores Driver assignments and vacation by Stores
28 Driver seniority, independent of Equipment Service Workers, and have first right of refusal for all

1 Stores Driver CSC assignments of three weeks or less before the assignment is offered to an
2 Equipment Service Worker. [\[TA 10/22/10\]](#)

3 **SECTION 7 – VACATION SELECTION**

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

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

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

17 D. A Vehicle Maintenance Employee may use vacation in increments of one or more
18 hours, provided he/she has vacation available and subject to advance approval by his/her supervisor.

19 **SECTION 8 – OVERTIME**

20 A. All hours worked in excess of eight in the scheduled workday or work on an
21 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time
22 rate of pay for the classification for actual overtime hours worked.

23 B. An overtime assignment of four hours or less will be offered to Employees within a
24 base, shift and job classification, by seniority to qualified Employees who are working the shift
25 preceding or succeeding the shift where the work is to be accomplished and/or performed.

26 C. Overtime assignments of more than four hours will be offered to Employees within
27 a base, shift and job classification, by seniority to qualified Employees, including Employees on their
28 RDO.

1 **D.** An overtime assignment of eight hours will first be offered to Employees within
2 base, shift and job classification, by seniority to qualified Employees who are on their RDO before it is
3 split and offered in smaller pieces.

4 **E.** In all classifications should no Employee accept the overtime assignment, it may be
5 assigned by inverse seniority. If the least senior Employee is not qualified or reasonably available, the
6 overtime may be assigned to the next least senior Employee.

7 **F.** Overtime in the classification of Transit Parts Specialist (TPS) will be offered by
8 seniority within the base. Unplanned overtime in blocks up to four hours will be offered to the senior
9 TPS on the preceding or succeeding shift. All overtime assignments of four hours or more or those
10 that are preplanned, will be offered by seniority within a base to qualified TPSs. Should no TPS at the
11 base accept the overtime assignment, it will be offered by seniority system wide to an available TPS.

12 **G.** An Employee who is scheduled for paid time off and who is interested in working
13 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
14 supervisor, who will sign and date acknowledgement of receipt. Holidays connected to these RDO's
15 also require this notice. For overtime assignment, he/she will be considered in seniority order in
16 accordance with Paragraphs C and D.

17 **H.** CSC Overtime distribution: Mechanics who have picked CSC workgroups as
18 identified on the pick, will be offered overtime by shift, by seniority within the following two
19 workgroups:

20 Rebuild - Mechanical

21 Rebuild - Electrical

22 Mechanics at CSC who are qualified and available for overtime from another CSC workgroup
23 will be offered overtime by base, by shift, by seniority only after all other qualified Mechanics in the
24 CSC workgroup where the overtime is offered.

25 **I.** All overtime in the classification of Equipment Dispatcher [and TIPS III](#) will be
26 offered by seniority, within the classification and base, provided the Employee is reasonably available.
27 No Employee will be required to work more than twelve hours in any 24-hour period. However, a
28 shift start and end time may be modified by mutual agreement of the supervisor and the Employee.

1 [For position vacancies, overtime shall be offered to the most senior TIPS III system wide. \[TA](#)
2 [10/29/2010\]](#)

3 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's
4 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no hourly
5 shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing shift
6 overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave shift
7 overtime rate of pay.

8 **K.** In the case of an extreme emergency, METRO can assign overtime work to any
9 qualified Employee. An Employee who works overtime during an extreme emergency shall be limited
10 to a maximum of twelve hours of work during the first day and ten hours of work in any 24-hour
11 period thereafter. In addition, an Employee must have at least one of his/her RDOs in each seven-day
12 period. An Employee may voluntarily waive the time off required in this Paragraph.

13 **L.** A Vehicle Maintenance Employee, who has gone home after his/her regular shift
14 and who is called back to work and reports for work, will be guaranteed at least four hours pay at the
15 overtime rate.

16 **M.** A Vehicle Maintenance Employee called in before his/her regularly scheduled
17 report time and in conjunction with his/her regular shift will be paid for actual hours worked.

18 **N.** The following governs Apprentice Mechanic overtime and holiday work
19 assignments. When performing the regular work of the classification of Mechanic, an Apprentice
20 Mechanic will be offered a work assignment (by base, by shift, by seniority) only after Mechanics and
21 Lead Mechanics in that classification have been asked first. Mechanic Apprentices will not be subject
22 to inverse seniority to fill work assignments for the Mechanic classification for overtime or holidays
23 work assignments.

24 ***SECTION 9 – SHIFT DIFFERENTIAL***

25 Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
26 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
27 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

28 ***SECTION 10 – SPECIAL BENEFITS***

A. A tool allowance shall be provided annually, by separate check, not later than

1 March of each year, to Employees permanently assigned as of January 1st the same year to the
2 classifications of Electronic Technician, Maintenance Machinist, Mechanic, Mechanic Apprentice,
3 Metal Constructor, Millwright, Sheet Metal Worker, Vehicle Upholsterer, and to Leads in those
4 classifications. The amounts shall be as follows:

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Year	Allowance
2008 2011	\$ 779 826
2009 2012	\$ 802 826
2010 2013	\$826

METRO agrees to provide those tools necessary to perform all mechanical work assigned to Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate METRO receives under its tool contracts, in accordance with procedures established by METRO. Tools purchased under METRO's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee. [CONDITIONAL TA – 10/28/2010]

B. METRO shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be ~~in the amount of \$20,000~~ for actual replacement cost of the inventory on file. Except at the discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. METRO shall be liable for any tool boxes damaged or stolen from METRO property. Each Employee shall have on file with his/her supervisor an up-to-date inventory of tools designating the type, size and manufacturer. Photographs will be accepted. METRO shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three days after the inspection to locate any tools which he/she claims are missing. [TA 10/13/10]

C. Each Vehicle Maintenance Employee, shall receive his/her choice of coveralls or a clean uniform (pants and shirt) daily. [TA 10/13/10]

D. Any Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, ~~a rainset~~ raingear, hat and waterproof boots. Each Employee is required to wear ~~footgear~~ boots approved by METRO. Each Employee shall be entitled to ~~a METRO voucher to be applied toward~~

1 ~~purchases of footgear (one pair of boots and cushioned inserts identified on the METRO voucher at~~
2 ~~time of purchase). The maximum METRO contribution paid by such voucher shall be \$200 per~~
3 ~~Employee as provided in Paragraph E.~~ an allowance for the purpose of purchasing work boots and
4 work socks, provided annually in a separate check not later than March of each year, in the amount of
5 \$250.00. If an employee needs replacement boots because of damage lost or stolen a voucher will be
6 issued to the employee for the actual amount of the replacement boots not to exceed \$200.00. In order
7 to receive such voucher the employee must have the receipt showing the boots were purchased in the
8 current year as well as a report that the boots were stolen or the turned in boots are judged to be in
9 need of replacement. [TA 10/29/2010]

10 E. METRO shall provide and maintain necessary safety clothing, uniforms and
11 equipment. Replacement items ~~will shall~~ be issued ~~only if the original item is turned in and judged to~~
12 ~~be in need of replacement~~ when the item is lost, stolen, damaged or worn out. [TA 10/13/10]

13 F. When an Employee is informed during his/her regular shift that overtime in excess
14 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
15 home to perform work commencing in excess of two hours before his/her shift, METRO will provide
16 a 30-minute unpaid meal period, ~~upon request,~~ or a 15-minute paid break upon request at the
17 Employees' preference. [TA 10/13/10]

18 G. Except where modified by historical practice, duties traditionally performed by the
19 Employees in the job classifications listed in Section 1, will be performed only by Employees working
20 in those classifications.

21 H. Vehicle Maintenance Employees may use the ten minutes prior to the end of their
22 workday for personal clean-up. [TA 10/13/10]

23 I. When upgraded to a higher paid classification, an Employee shall be paid at the
24 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
25 upgraded Employee shall be paid more than the top step of the classification to which he/she has been
26 upgraded.

27 J. METRO will ~~endeavor to~~ provide a secure area at each work location for UNION
28 related materials accessible to all UNION representatives at that location. [TA 10/13/10]

SECTION 11 – ATTENDANCE MANAGEMENT

1 A. METRO and the UNION recognize that Vehicle Maintenance duties and functions
2 are time critical and that Employees have the responsibility and obligation to be at work on time each
3 day. Vehicle Maintenance Employees will be subject to the following terms, which supersede any
4 conflicting provisions elsewhere in the AGREEMENT.

5 B. Vehicle Maintenance will monitor and record attendance using the terms of late
6 occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
7 Employees that call one-half hour before his/her shift to request unscheduled leave and then are
8 requested to come to work, provided they report to work in a reasonable time. An Employee can use
9 AC time or vacation time to make up lost time.

10 C. A late occurrence (~~one-tenth~~six mintues to two hours) shall be managed and
11 recorded as follows:

- 12 1. An Employee may complete any time left on his/her shift.
- 13 2. An Employee may work a full eight hours, or ten hours for 4/40 Employees.
14 even though this work would continue into the next shift.
- 15 3. An Employee may not use AC time or vacation to make up lost time.
- 16 4. An Employee will be paid for actual hours worked at his/her scheduled rate
17 of pay.
- 18 5. A late occurrence shall not create an overtime opportunity for the late
19 Employee. No grievances will be filed by other Employees claiming overtime infringements should an
20 Employee elect to work his/her full shift and the time worked extends into another shift.
- 21 6. Late occurrences will be recorded in a 180-day rolling time frame as follows:
22 1st through 5th occurrence – Employee and supervisor initial the
23 attendance card.
24 6th occurrence – One-day suspension without pay.
25 7th occurrence – Discharge, treated as a major infraction as defined in
26 Article 4.

27 D. Unexcused absences (over two hours late) shall be managed and recorded as
28 follows:

1. An Employee may complete his/her shift only.

1 2. An Employee may not use AC time or vacation to supplement ~~their~~[his/her](#)
2 regular shift pay.

3 3. Such Employee is not eligible for overtime that day.

4 4. Unexcused absences will be recorded in a twelve-month rolling time frame
5 as follows:

6 1st and 2nd occurrence – Employee and supervisor initial the attendance
7 card.

8 3rd occurrence – One-day suspension without pay.

9 4th occurrence – Discharge, treated as a major infraction as defined in
10 Article 4.

11 E. An occurrence which results in a second one-day suspension within 180 days of the
12 occurrence that resulted in the first suspension shall result in discharge.

13 F. Extenuating circumstances will be considered. Any request by an Employee to have
14 a late occurrence or unexcused absence removed from the attendance management record must be
15 presented to the immediate supervisor in writing, within five working days of the occurrence. [An](#)
16 [Employee who had a late occurrence or unexcused absence removed from the attendance management](#)
17 [record has the option to use vacation leave, AC time, or sick leave as appropriate to make up the lost](#)
18 [time.](#)

19 G. METRO and the UNION agree to review this Section on an annual basis.

20 [\[TA 10/13/10—SECTION 11\]](#)

21 ***SECTION 12 – MECHANIC APPRENTICESHIP PROGRAM***

22 The purpose of this program is to establish an on-the-job apprenticeship training program
23 leading to the status journey level, diesel mechanic. The classification of apprentice shall be covered
24 under all the terms and conditions of this AGREEMENT, unless otherwise specified under the
25 Apprenticeship Standards. [\[TA 10/22/10—SECTION 12\]](#)

26 ***SECTION 13 – TRAINING***

27 [A. When possible, training will be scheduled to minimally impact swing and graveyard](#)
28 [employees. Efforts will be made to conduct training on all shifts. If training is off the Employee's](#)

1 normally picked shift, flexible schedules will be allowed by mutual agreement of the Employee and
2 his/her immediate Supervisor.

3 B. If the training session is cancelled, the Employee will be allowed to return to his/her
4 base to complete his/her shift or request paid time off for the remainder of the day.

5 C. If the training is cancelled that is not during the employees normally picked shift that
6 the employee shall not suffer loss of pay.

7 [TA 10/29/2010 – SECTION 13 (NEW)]

8 ***SECTION ~~13~~-14 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS***

9 The UNION and METRO agree to maintain a committee to be known as the Vehicle
10 Maintenance Labor Management Relations Committee (VMLMRC), with the express intent of
11 promoting and encouraging a collaborative, on-going labor-management relationship that strengthens
12 mutual respect, trust, understanding and effective communication. This committee shall meet for the
13 purpose of discussing, approving and/or proposing resolutions to:

14 1. Issues or problems of METRO policies which affect the Bargaining Unit and which
15 either party requests be placed on the agenda.

16 2. Issues or problems of contract administration, other than formal grievances which
17 are being processed, unless mutually agreed by both parties.

18 3. Other matters of mutual concern.

19 [TA 10/22/10—SECTION 14]

1 **ARTICLE 18: FACILITIES MAINTENANCE EMPLOYEES**

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

3 Facilities Maintenance Employees shall mean all Employees in the following job classifications,
4 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 Maintenance Constructor
- 14 • Lead Grounds Specialist
- 15 • Lead Painter
- 16 • Lead Signage Specialist
- 17 • Lead Transit Custodian
- 18 • Lead Transit Radio and Communications Specialist
- 19 • Lead Utility Laborer
- 20 • Maintenance Constructor
- 21 • Maintenance Painter
- 22 • Purchasing Specialist
- 23 • Transit Radio and Communications Specialist
- 24 • ~~Radio Equipment Specialist~~
- 25 • ~~Lead Radio Equipment Specialist~~
- 26 • Signage Specialist
- 27 • Transit Custodian I
- 28 • Transit Custodian II
- Transit Electronic Communications Technician

- Utility Laborer

SECTION 2 – GENERAL CONDITIONS

If the UNION wishes to discuss concerns about the movement of a Chief that does not coincide with the pick posting, the UNION and METRO will discuss whether there is a need for a shake-up or move-up. [TA 10/6/2010—NEW SECTION 2]

SECTION 2-3 – SUBCONTRACTING

A. METRO shall not subcontract work historically performed by members of the Bargaining Unit except that METRO may contract the maintenance of up to ten park-and-ride lots during the term of this AGREEMENT. Duties will include pulling weeds, clearing brush, picking up trash and other work that does not require power tools except weed eaters.

B. Prior to each shakeup, UNION and METRO representatives will establish, by mutual agreement, which park-and-ride lots will be subcontracted during the upcoming shakeup.

C. METRO may make assignments with unpaid volunteers or unpaid community groups to clean or otherwise maintain METRO shelters and Park and Rides.

[TA 10/28/10—SECTION 3]

SECTION 3-4 – CAREER PATHS – PERMANENT APPOINTMENTS

A. Vacancies in the Transit Custodian I classification will be filled by Maintenance Worker applicants by seniority.

B. Vacancies in the Transit Custodian II classification will be filled by Transit Custodian I applicants by seniority. If no Transit Custodian I accepts the position, METRO will offer the position to Maintenance Workers by qualifications.

C. Vacancies in the Utility Laborer classification will be filled from all lower Facilities classifications by qualifications.

D. Vacancies in the Signage Specialist classification will first be filled by Utility Laborer applicants by seniority.

E. Vacancies in the Lead Transit Custodian classification will be filled by Transit Custodian II applicants by qualifications. If no Transit Custodian II accepts the position, such position will be offered to all other Facilities Employees by qualifications.

1 F. Vacancies in the Equipment Operator classification will be filled by qualifications,
2 including driving and CDL requirements, from all lower Facilities classifications.

3 [\[TA 10/28/10 – SECTION 4\]](#)

4 **SECTION 4.5 – WORK ASSIGNMENTS**

5 A. The workweek shall consist of five consecutive days, except when an Employee's
6 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
7 workday. Each shift will be completed within a continuous eight and one-half hour period and will
8 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick
9 a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions in
10 Article 13.

11 B. If it becomes necessary to alter a shift, and such alteration imposes a serious
12 hardship on the Employee, such Employee may request that METRO and the UNION review the
13 matter. [\[TA 10/28/2010\]](#)

14 C. For the purposes of the pick and subsequent work assignments, the graveyard shift
15 shall be considered the first shift of the workday, the day shift the second, and the swing shift the third.
16 [\[TA 10/28/2010\]](#)

17 D. The term "complex" as used in this Article is defined as a group of specific
18 worksites within a defined geographical area, as described in Exhibit C except as modified by the
19 Labor/Management Relations Committee. [\[TA 10/28/2010\]](#)

20 E. ~~For holiday work assignments, METRO will determine the staffing needs for each~~
21 ~~shift. Holiday work assignments will be subject to language in Section 9, Paragraph C. For holiday~~
22 ~~work assignments METRO will determine the staffing needs for each shift. When METRO has~~
23 ~~determined which work groups will be required to work, Employees in those work groups, who have~~
24 ~~signed the sign-up sheet, will be offered the holiday assignment in seniority order. First to Employees~~
25 ~~by seniority who have signed the sign up overtime sheet and are scheduled to work that day as part of~~
26 ~~their regular work assignment. If after offering the holiday assignment to Employees by seniority who~~
27 ~~are regularly scheduled to work that day and there are more assignments available, it will then be~~
28 ~~offered to Employees by seniority on their RDO who have signed the sign up overtime sheet until~~
~~assignments are filled. Should no Employee accept the holiday assignment it may be assigned by~~

1 [inverse seniority to Employees who are scheduled to work that day as part of their regular work](#)
2 [assignment.](#)

3 [\[TA 10/28/2010\]](#)

4 F. Assignment of specific duties on any shift shall be at the sole discretion of METRO.
5 [48 hours written notice or other official notification shall be given to any Employee regarding any shift](#)
6 [changes made due to backfilling or vacancies. \[TA 10/28/2010\]](#)

7 **SECTION ~~5~~6 – UPGRADES**

8 A. The provisions of Article 14, Section 3, Paragraph A, shall not apply to Facilities
9 Maintenance Employees. Instead, all assigned work in a higher paid classification will be paid at the
10 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
11 classification in excess of four hours will be paid at the higher rate of pay for the entire shift. Overtime
12 will be paid at the overtime rate for the higher paid classification. [\[TA 10/28/2010\]](#)

13 B. For classifications above Signage Specialist, upgrades will be based on
14 qualifications, as determined by METRO. [\[TA 10/28/2010\]](#)

15 C. For classifications of Signage Specialist and below, upgrades shall be offered to the
16 immediate lower classification by seniority as follows:

17 1. For positions lasting less than 30 days, upgrades shall be offered by
18 worksite, complex and system-wide.

19 2. For positions lasting 30 days or more, upgrades will be offered system-wide.
20 [\[TA 10/28/2010\]](#)

21 D. An Employee who declines a temporary upgrade opportunity may not displace the
22 Employee who accepted it, regardless of seniority. [\[TA 10/28/2010\]](#)

23 E. Upgrade work will be assigned to qualified Employees by seniority within a
24 worksite. Training opportunities for upgrade qualification will be offered by seniority on the training
25 sign-up sheets. [\[TA 10/28/2010\]](#)

26 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
27 step of the wage rate of the classification for which he/she serves as a Lead.

28 1. If METRO determines that a Lead position will be needed for a project or
crew which has three or more Employees and/or will last for more than 90 days, and/or when

1 justified by the additional responsibilities and coordination, METRO will assign a regular journey-level
2 Lead instead of a designated Lead. [\[TA 10/28/2010\]](#)

3 2. Employees upgraded to a regular Lead position will be selected from
4 Employees on the project or crew who have completed probation. [\[TA 10/28/2010\]](#)

5 3. When more than three Employees in the same Transit Custodian
6 classification work together as a crew, a regular Lead will be assigned to the shift at such worksite or
7 complex. [\[TA 10/28/2010\]](#)

8 4. Each regular Lead will be considered a working Lead. In addition to his/her
9 Lead duties, a regular Lead shall continue to perform his/her assigned duties. [\[TA 10/28/2010\]](#)

10 5. No regular Lead will discipline other Employees. [\[TA 10/28/2010\]](#)

11 **SECTION 6-7 – DESIGNATED LEADS**

12 A. Each designated Lead in the Facilities Maintenance sections shall receive a 10%
13 differential above his/her existing wage rate for his/her classification.

14 B. A designated Lead will be assigned by the immediate supervisor, or chief when
15 three or more Employees are assigned to work together as a team without supervision for more than
16 two hours. The senior Employee in the highest paid job classification on the work team shall be
17 assigned the designated Lead responsibility. [\[TA 10/28/2010\]](#)

18 C. Any Employee who trains a new Employee will receive designated Lead pay. [\[TA](#)
19 [10/28/2010\]](#)

20 D. No Transit Custodian II will be eligible for a designated Lead assignment. [\[TA](#)
21 [10/28/2010\]](#)

22 E. Once assigned as a designated Lead person, the Employee shall be paid at the
23 designated Lead rate of pay for the entire shift. Any time worked as a designated Lead in excess of
24 eight hours, or ten hours for a 4/40 Employee, will be paid at one and one-half times the designated
25 Lead rate of pay. [\[TA 10/28/2010\]](#)

26 F. A designated Lead will be considered a working Lead. In addition to his/her
27 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties. [\[TA](#)
28 [10/28/2010\]](#)

 G. No designated Lead will discipline other Employees. [\[TA 10/28/2010\]](#)

1 **SECTION ~~7~~8 – 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 occur
4 for those job classifications affected. [\[TA 10/28/2010\]](#)

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 completed
7 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 for
10 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 another
13 worksite, shift or RDO combination. METRO will provide a minimum of 24-hours advance notice
14 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. [\[TA 10/28/2010\]](#)

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 ~~five~~-[seven](#) days prior to the pick. The effective date of the shake-up will be approximately two weeks
21 after the pick. [\[TA 10/28/2010\]](#)

22 **F.** METRO will make arrangements for each Employee to be available to pick his/her
23 assignment a minimum of ten minutes prior to his/her designated pick time. [\[TA 10/28/2010\]](#)

24 **G.** An Employee who wishes to select an assignment will report to an appropriate pick
25 location at least ten minutes ahead of his/her pick time to examine available work assignments. No
26 Employee shall be compensated for time spent in the selection process, unless it is during his/her
27 regular work hours. [\[TA 10/28/2010\]](#)

28 **H.** A UNION representative for Facilities Maintenance Employees shall be present
during each pick, including vacation picks. [\[TA 10/28/2010\]](#)

1 I. An Employee who is unable to attend the pick may leave an absentee pick form with
2 the UNION indicating his/her work preferences. Failure to do so will result in the UNION
3 representative picking an assignment for the Employee. The UNION representative shall make an
4 effort to select an assignment comparable to the assignment most recently worked. Selections made
5 by the UNION will not be subject to the grievance/arbitration procedure. [\[TA 10/28/2010\]](#)

6 J. When METRO determines that an Employee will be unavailable for work for an
7 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer from
8 Facilities Maintenance will be notified prior to the start of the pick process. [\[TA 10/28/2010\]](#)

9 ***SECTION 8-9 - VACATION SELECTION***

10 A. METRO will determine the number of Employees who may be on vacation at any
11 one time in each job classification at each worksite and shall indicate same on a list at each worksite.
12 [\[TA 10/28/2010\]](#)

13 B. At the first pick of the calendar year, each Facilities Maintenance Employee, after
14 having first selected a worksite and complex, may select a maximum of five separate blocks of
15 vacation, each consisting of one or more consecutive workdays. No more than five vacation blocks
16 may be used in any calendar year. Vacation selections shall be made by seniority within a job
17 classification. An Employee who takes his/her vacation in two or more blocks shall select the second
18 block of his/her vacation after all Employees in his/her classification have made their first selection;
19 his/her third selection after all Employees in his/her classification have made their second, etc.
20 METRO shall post a calendar at each worksite with all approved vacation selections indicated.
21 Vacation changes shall not be allowed except in emergencies, as determined by METRO. [\[TA](#)
22 [10/28/2010\]](#)

23 C. Two separate vacation calendars for September 15 through the start of the
24 following March shake-up will be created at the vacation pick. One calendar will contain system-wide
25 guaranteed vacations. The other will contain complex vacation requests. An Employee who has
26 picked a period on the system-wide calendar will be guaranteed his/her vacation regardless of which
27 worksite he/she picks in the fall. Administrative area vacation requests, made at the pick, will be
28 granted, by seniority, as long as no Employee in the same classification who has a system-wide

1 guarantee moves into said administrative area at the fall pick. After the vacation pick, vacation
2 requests will be honored on a first come, first served basis. [\[TA 10/28/2010\]](#)

3 **D.** An Employee who does not select vacation at the first pick of the year must request
4 vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved
5 by management.

6 **E.** An Employee who has not filed a vacation request according to the above
7 Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

8 **F.** On September 15 of each year, METRO will notify each Employee who has a
9 vacation balance which exceeds the allowable carry-over per Article 9, Section 4. Such Employee
10 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

11 **G.** An Employee who desires to use unpicked vacation may use up to three days per
12 year in single-day increments with the prior approval of his/her supervisor. An Employee may use
13 vacation leave in one-hour increments with the approval of his/her supervisor. [\[TA 10/28/2010\]](#)

14 **H.** Management will ~~acknowledge and endeavor to~~ respond to a written request for
15 any vacation or leave within seven days of receipt. [\[TA 10/28/2010\]](#)

16 ***SECTION ~~9~~10 – OVERTIME***

17 **A.** All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
18 scheduled workday, except as provided in Article 13, and on an Employee's RDO shall be paid at the
19 overtime rate of one and one-half times the existing straight-time rate of pay for the classification for
20 actual overtime hours worked.

21 **B.** When unscheduled overtime is requested to complete a special task, the overtime
22 will first be offered to the Employee within the classification responsible for the work. A special task
23 shall be defined as:

24 **1.** non-ordinary circumstances in which the work cannot wait to be completed; or
25 **2.** work deemed unreasonable to have anyone but the existing Employee
26 performing the work be the one to complete the special task. [\[TA 10/28/2010\]](#)

27 **C.** An Employee who wishes to receive planned or scheduled overtime shall sign, or
28 request to be put on, an overtime list posted at his/her complex on a weekly basis. Each overtime list
will be posted on Monday and pulled at noon on Thursday. An Employee who is not on the overtime

1 list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or if
2 overtime must be assigned in inverse order of seniority. METRO will not call an Employee who is on
3 an authorized leave for overtime, unless it is an extreme emergency.

4 1. Overtime will be assigned to Employees on the list, first by shift, then by
5 seniority within a classification, according to Exhibit C provided the Employee is qualified and
6 reasonably available. [\[TA 10/28/2010\]](#)

7 2. If the overtime is not filled from the list, it may be offered, by seniority, to
8 Employees in the next lower job classification(s) at the worksite where the overtime is required,
9 provided the Employee is qualified for the upgrade and reasonably available to do the work. If the
10 overtime is still not accepted, it may be offered, by seniority, to Employees in the job classification in
11 which the overtime is required, at other work sites within the complex. If the overtime is still not
12 accepted, it may be offered system-wide to Employees in the job classification in which the overtime is
13 required. [\[TA 10/28/2010\]](#)

14 3. If the overtime has not been filled after all of the procedures outlined in
15 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
16 job classification, at the worksite where the overtime is required. If the least senior Employee is not
17 qualified or reasonably available, the overtime will be assigned to the Employee next lowest in
18 seniority. In the event of an emergency, METRO may assign overtime to any qualified Employee.
19 [\[TA 10/28/2010\]](#)

20 D. A Facilities Maintenance Employee, who has gone home after his/her regular shift,
21 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
22 overtime rate. If a Facilities Maintenance Employee can correct the situation without having to report
23 to the worksite, they will be guaranteed two hours of pay at the overtime rate. A Facilities
24 Maintenance Employee who is required to be on standby on his/her RDO, including holidays, will
25 receive four hours of standby pay at his/her overtime rate for each set of RDOs, including holidays, or
26 on a holiday not connected to his/her RDOs, that he/she is on standby. Standby shall be defined as the
27 time from the quit time of the Employee's shift to the start time of the Employee's next scheduled
28 shift, during which the Employee is required to be available for work.

1 E. A Facilities Maintenance Employee called in before his/her scheduled report time
2 and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment and
3 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
4 early may request permission from his/her supervisor. [\[TA 10/28/2010\]](#)

5 F. Overtime on any shift shall be computed at the rate paid for the Employee's
6 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the overtime
7 rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift will be paid
8 at the overtime rate with swing shift differential. Overtime on graveyard shift extending into the day
9 shift will be paid at the overtime rate with graveyard shift differential. [\[TA 10/28/2010\]](#)

10 G. Reimbursable overtime shall be identified by Management at the time of offering,
11 and shall be defined as labor costs being recovered by Facilities from funding sources other than
12 Facilities' annual budget, and will be paid as overtime rather than as AC time. [\[TA 10/28/2010\]](#)

13 ***SECTION ~~10~~-11 – SHIFT DIFFERENTIAL***

14 Shift differential shall be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift.
15 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
16 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

17 ***SECTION ~~11~~-12 – SPECIAL BENEFITS***

18 A. A tool allowance shall be provided annually by separate check to Employees
19 permanently assigned to the classifications of Building Operating Engineer, Carpenter, Maintenance
20 Constructor, Radio Equipment Specialist, Transit Electronic Communications Technicians, Leads and
21 to authorized Trainees in these classifications. The amounts shall be as follows:

22

Year	Allowance
2008 2011	\$385 405
2009 2012	\$395 405
2010 2013	\$405

23
24
25
26

27 METRO will provide those tools necessary to perform all assigned mechanical work to
28 Facilities Maintenance Employees who are not provided the annual tool allowance. [\[CONDITIONAL
TA 10/28/2010\]](#)

1 B. METRO shall provide tool insurance to those Employees who receive an annual
2 tool allowance. Coverage will be in the amount of \$6,000. Except at the discretion of METRO, no
3 claim shall be honored without evidence of forcible entry unless a police report has been filed.
4 Payment is contingent upon the Employee having on file with his/her supervisor an up-to-date
5 inventory of tools designating the type, size and manufacturer. METRO shall have the right to inspect
6 the inventory of tools; however, an Employee shall be allowed three days after the inspection to locate
7 any tools which are missing.

8 C. Each Facilities Maintenance Employee shall receive eight uniforms. [\[TA](#)
9 [10/28/2010\]](#)

10 D. Each Employee who is required to work in inclement weather or hazardous areas
11 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
12 to, a rainset, hat and boots. [\[TA 10/28/2010\]](#)

13 E. METRO shall provide and maintain necessary safety clothing, uniforms and
14 equipment. Each Employee who is required by METRO to wear a particular type of footgear shall be
15 entitled to a METRO voucher to be applied toward purchases of such footgear. The maximum
16 METRO contribution paid by such voucher shall be \$~~180~~200 per Employee. A replacement item will
17 be issued ~~only if the original item is turned in and judged to be in need of replacement~~ [when the item is](#)
18 [lost, stolen, damaged or worn out. \[TA 10/28/2010\]](#)

19 F. When an Employee works two or more hours of overtime in conjunction with
20 his/her regular shift, METRO will provide, upon request, an unpaid 30-minute meal period.

21 G. METRO shall reimburse each Employee for the cost of any license(s) required in
22 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers license.

23 ***SECTION ~~12~~13 – ATTENDANCE MANAGEMENT***

24 A. METRO and the UNION recognize that Facilities Maintenance duties and functions
25 are critical and that Employees have the responsibility and obligation to be at work on time each day.
26 Facilities Maintenance Employees will be subject to the following terms, which supersede any
27 conflicting provisions elsewhere in the AGREEMENT.

28 B. Facilities Maintenance will monitor and record attendance using the terms of late
occurrence and unexcused absence.

1 C. A late occurrence:

2 1. of up to one hour shall be managed and recorded as follows:

- 3 a. An Employee may complete any time left on his/her shift.
- 4 b. An Employee may work a full eight or ten hours even though this
- 5 work would continue into the next shift.
- 6 c. An Employee may not use AC time or vacation to make up lost time.
- 7 d. An Employee will be paid for actual hours worked at his/her
- 8 scheduled rate of pay.
- 9 e. A late occurrence shall not create an overtime opportunity for the
- 10 late Employee. No grievances will be filed by other Employees
- 11 claiming overtime infringements should an Employee elect to work
- 12 his/her full shift and the time worked extends into another shift.

13 2. of between one and two hours shall be managed and recorded as follows:

- 14 a. An Employee may complete any time left on his/her shift only.
- 15 b. An Employee may not use AC time or vacation to make up lost time.
- 16 c. An Employee will be paid for hours worked at his/her scheduled rate
- 17 of pay.

18 3. Late occurrences will be recorded in a 180 day rolling time frame as follows:

- 19 a. 1st through 5th occurrence – Employee and chief initial the time
- 20 sheet/late report card.
- 21 b. 6th occurrence – one day suspension without pay.
- 22 c. 7th occurrence – discharge, treated as a major infraction as defined in
- 23 Article 4.

24 D. Unexcused absences (over two hours) shall be managed and recorded as follows:

- 25 1. An Employee may complete his/her shift only.
- 26 2. An Employee may not use AC time or vacation to supplement their regular
- 27 shift pay.
- 28 3. Such Employee is not eligible for overtime that day.

1 4. Unexcused absences will be recorded in a twelve-month rolling time frame
2 as follows:

- 3 a. 1st occurrence – Employee will receive Oral Reminder; chief will
4 initial the time sheet/late report card.
- 5 b. 2nd occurrence – Employee will receive Written Reminder; chief will
6 initial the time sheet/late report card.
- 7 c. 3rd occurrence – One day suspension without pay.
- 8 d. 4th occurrence – Discharge, treated as a major infraction as defined
9 in 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 have
13 a late occurrence or unexcused absence removed from the attendance management record must be
14 presented to the chief in writing, within five working days of the occurrence. An Employee that has a
15 late occurrence or unexcused absence that has been removed from the attendance management record
16 has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.

17 G. METRO and the UNION agree to review this Section on an annual basis.

18 [\[TA 10/28/2010 – SECTION 13\]](#)

19 **SECTION ~~13~~14 – FACILITIES TRAINING COMMITTEE**

20 A. The purposes of the Facilities Training Program are to maintain an on-the-job
21 training program for Transit Employees leading to journey level status or promotional opportunities in
22 selected classifications within Facilities Maintenance Sections and to offer these Employees an
23 opportunity to advance into skilled positions at a high level of proficiency.

24 B. The start date of an Employee’s Facilities Training Program will be his/her
25 classification seniority date.

26 C. The details of the Facilities Training Program will be developed by the Facilities
27 Training Committee comprised of an equal number of representatives from the UNION and METRO.
28 If the committee foresees a vacancy in a journey level classification, it may establish a trainee position
in such classification.

1 D. A trainee who is successful in the program will be retained in his/her original
2 classification until an opening occurs in the journey level classification for which he/she trained. Such
3 Employee will be used to back fill in the journey level classification by classification seniority.

4 E. A trainee who is not successful in the program will be retained on the payroll and
5 returned to his/her former job classification with no loss of seniority, rights or benefits.

6 [\[TA 10/28/2010 – SECTION 14\]](#)

7 **SECTION ~~14~~15 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

8 A. METRO Facilities Maintenance and the UNION agree that a joint Facilities Labor-
9 Management Relations Committee (FLMRC) is established and authorized, consistent with applicable
10 laws and the terms of this AGREEMENT. The committee will be composed of the Facilities
11 Maintenance Manager, the UNION President/designee, the Facilities Maintenance Executive Board
12 Officer, and two UNION appointed members with an equal number appointed by Facilities
13 Management, including a supervisor/chief of Radio Maintenance. This committee shall meet at least
14 quarterly. As the need arises, additional meetings may be scheduled. The purposes of this committee
15 shall be implementation, discussion and resolution of working conditions, updates to the notebook
16 entitled Policies, Procedures, and Guidelines, issues/problems of METRO policy/procedures which
17 affect Facilities Maintenance, contract clarification issues, issues or problems of contract
18 administration other than formal grievances which are being processed, and other matters of mutual
19 concern.

20 B. METRO shall inform the UNION of changes in the Power and Facilities notebook
21 entitled Policies, Procedures, and Guidelines after review and acceptance by the FLMRC and prior to
22 the implementation of said changes.

23 [\[TA 10/28/2010 – SECTION 15\]](#)

1 **ARTICLE 19: REVENUE COORDINATORS**

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

3 A. Revenue Coordinators shall include all Employees in the classification of Revenue
4 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 guaranteed
12 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.

18 E. A Revenue Coordinator who is called back to work after his/her regular shift will be
19 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 seniority within this classification.

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.

SECTION 4 – VACATION SELECTION

1 A Revenue Coordinator taking his/her vacation in two or more blocks may select the second
2 block of his/her vacation after all Employees in his/her classification have made their first selection;
3 his/her third selection after all Employees in his/her classification have made their second selection,
4 etc., until all blocks of vacation have been selected.

5 **SECTION 5 – SPECIAL BENEFITS**

6 Each Revenue Coordinator will be provided clean coveralls daily.

7 **SECTION 6 – APPOINTMENTS AND TRAINING**

8 A. When METRO requires additional Revenue Coordinators, candidates for these
9 promotional opportunities shall be selected from Full-Time Transit Operators and Full-Time Special
10 Classification Employees~~first, then other Full-Time Employees~~, on the basis of ability, training,
11 education, experience and job performance, as determined by appropriate testing procedures. This list
12 will contain 50% Full-Time Transit Operators and 50% Full-Time Special Classifications Employees,
13 listed in order of seniority. Should an insufficient number of Full-Time Transit Operators and Full-
14 Time Special Classifications Employees apply, then other Full-Time Employees shall be eligible to
15 apply. Once selected, the candidates shall be placed on the Intermittent Revenue Coordinator List in
16 seniority order as determined by the UNION. Such vacancies shall be posted on METRO bulletin
17 boards for at least two calendar weeks.

18 B. METRO, with input from the Revenue Coordinators, will establish and publish
19 standards for qualification. METRO will determine in each case whether an Intermittent has
20 successfully qualified. Failure to qualify as an Intermittent Revenue Coordinator will result in removal
21 from the Intermittent List and return to the Employee's previous job classification with no loss in
22 seniority.

23 C. When a permanent vacancy occurs within the Revenue Coordinator classification,
24 the position will be filled by qualified Intermittent Revenue Coordinators from the Intermittent
25 Seniority List~~by seniority~~. Intermittent Revenue Coordinators who receive regular appointments as
26 Revenue Coordinators, shall be subject to a one year probationary period.

27 D. When a vacancy occurs in the Revenue Coordinator classification between picks,
28 Employees working in that classification will be allowed a move-up by seniority. The remaining
vacancy will then be filled from the Intermittent List by seniority with first right of refusal.

1 [\[TA 9/16/10—ARTICLE 19\]](#)

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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 ~~• Duplicating Equipment Operator~~
- 10 • Information Distributor
- 11 • Intermediate Clerk
- 12 ~~• Offset Press Operator~~
- 13 • Operations Security Liaison
- 14 • Senior Clerk
- 15 • Senior Data Entry Clerk
- 16 ~~• Supply Distributor~~
- 17 • Transfer Room/Warehouse Worker

18 [\[TA 9/16/10\]](#)

19 ***SECTION 2 – 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 a
23 continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and
24 two paid 15-minute rest breaks.

25 B. The graveyard shift shall be considered the first shift of the day; the day shift shall
26 be considered the second; and the swing shift shall be considered the third. Any shift with a quitting
27 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
28 2:01 a.m. to 10:00 a.m. will be considered graveyard shift. [\[TA 9/16/10\]](#)

1 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
2 hours off between shifts and at least 60 hours off for RDOs. [\[TA 9/16/10\]](#)

3 **SECTION 3 – PICKS**

4 Employees within a classification which has any combination of day, swing and/or graveyard
5 shifts shall be entitled to select their worksite and shift [by seniority](#) in conjunction with Transit
6 Operator picks. [\[TA 9/16/10—SECTION 3\]](#)

7 **SECTION 4 – VACATION SELECTION**

8 A. Vacations may be split into periods of one or more full weeks when this can be
9 arranged at no additional cost to METRO. An Employee may take his/her vacation in one day or one-
10 hour increments. Requests for use of such vacation must be approved in advance by his/her
11 supervisor.

12 B. Vacations will be picked by seniority.

13 C. An Employee, who takes his/her vacation in two or more periods shall select the
14 second period of his/her vacation after all Employees in his/her classification have made their first
15 selection; his/her third selection after all Employees in his/her classification have made their second
16 selection; etc., until all periods of vacation have been selected.

17 D. The vacation pick shall be completed by November 15th each year. The vacation
18 calendar shall remain posted and shall be kept current.

19 E. Any picked vacation not used will be offered to other Employees by seniority in the
20 same classification if METRO determines business reasons permit.

21 [\[TA 9/16/10—SECTION 4\]](#)

22 **SECTION 5 – OVERTIME**

23 A. All hours worked in excess of eight hours in the scheduled workday or work on an
24 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time
25 rate of pay of the classification for actual overtime hours worked.

26 B. Overtime on day shift extending into swing shift shall be paid with no hourly shift
27 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
28 differential. Over-time on graveyard shift extending into the day shift shall be paid with graveyard
shift differential.

1 **SECTION 6 – SPECIAL ALLOWANCES**

2 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
3 graveyard shift.

4 B. An Employee who has gone home after his/her regular shift, and who is called back
5 to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate. An
6 Employee called in before his/her scheduled report time and in conjunction with his/her regular shift
7 will be paid for actual hours worked.

8 C. Special Classifications Employees shall receive a straight-time premium for
9 instructing individuals as follows:

10 1. One hour of pay at the Employee’s current rate for four hours or less of
11 instruction in one day.

12 2. Two hours of pay at the Employee’s current rate for more than four hours of
13 instruction in one day. [\[TA 9/16/10\]](#)

14 **SECTION 7 – SPECIAL BENEFITS**

15 A. Each Employee who is required to work in inclement weather will be provided the
16 necessary foul weather gear which includes, but is not limited to, a rainset, hat and boots.

17 B. When an Employee is informed during his/her regular shift that overtime in excess
18 of two hours beyond the end of his/her regular shift will be required, METRO will provide a 30 minute
19 unpaid meal period or a 15-minute paid break, upon request.

20 C. When an Employee is called in for emergency work two or more hours prior to the
21 start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15 minute paid
22 break, upon request.

23 [\[TA 9/16/10—SECTION 7\]](#)

24 **SECTION 8 – INFORMATION DISTRIBUTORS, TRANSFER ROOM/WAREHOUSE**
25 **WORKER AND SUPPLY DISTRIBUTORS**

26 A. Two smocks or two coveralls will be made available to Information Distributors,
27 Transfer Room/Warehouse Workers and Supply Distributors.

28 B. METRO shall provide each Information Distributor, Transfer Room/Warehouse

1 Workers and Supply Distributor with the necessary safety equipment, including but not limited to, an
2 abdominal belt, gloves and/or dust masks.

3 C. Information Distributors shall mean all Special Classifications Employees in the
4 classification of Information Distributor, whose historical and traditional work is the receipt,
5 warehousing, record keeping and distribution throughout the METRO service area of transit-related
6 items, principally informational or promotional materials and timetables. However, from time to time
7 individuals other than Information Distributors may need to pick up or drop off informational or
8 promotional materials and time-tables in small quantities.

9 D. Information Distributors' overtime shall be offered by seniority on a rotating basis
10 for extra work not assigned to an Employee's ~~normal area of delivery~~.

11 E. METRO will reimburse each Information Distributor for telephone expenses
12 incurred as part of his/her duties.

13 [\[TA 9/16/10—SECTION 8\]](#)

14 **SECTION 9 – OPERATIONS SECURITY LIAISON**

15 A. Employees in this job classification will work 40 hours per week on a flexible work
16 schedule approved by their supervisor.

17 B. Overtime at the rate of time and one-half will be paid for all hours worked in excess
18 of 40 hours in a payroll week. A payroll week starts Saturday at 12:01 a.m. and ends Friday at
19 midnight.

20 C. Future positions and vacancies in the Operations Security Liaison classification will
21 be offered to qualified Employees represented by the UNION who have been a Full-Time Transit
22 Operator for a minimum of three years.

23 D. If work is performed on a holiday the Employee will not receive additional pay for
24 such work beyond the Employee's regular weekly salary.

25 E. Sections 2 through 8 do not apply to the classification of Operations Security
26 Liaison. Only Sections 1 and 9 will apply.

1 **ARTICLE 21: CUSTOMER INFORMATION SPECIALISTS (CIS) OFFICE EMPLOYEES**

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

3 Customer Information ~~Employees~~ Office (CIO) Employees shall mean all Employees in the
4 following classifications:

- 5 • Customer Information Specialist (CIS)
- 6 • Senior Customer Information Specialist (including a.m. Senior, Weekend Senior and
7 p.m. Senior) (Senior CIS)
- 8 • Assigned Customer Information Specialist (Assigned CIS)

9 **[TA 9/16/10—SECTION 1--EDIT]**

10 ***SECTION 2 – GENERAL CONDITIONS***

11 A. All routine update work dealing with information provided exclusively for, or
12 historically in, the Customer Information Office (CIO) shall be performed by Customer Information
13 Employees as long as the information continues to be provided in the same manner.

14 B. Senior Customer Information Specialists, Customer Information Specialists and
15 Assigned Customer Information Specialists shall be considered as one classification for the purposes
16 of layoff. [TA 9/16/10]

17 C. METRO and the UNION agree to establish a joint Working Conditions Committee
18 comprised of equal number of METRO ~~management~~ and UNION appointed Sales and Customer
19 Service Office representatives. The purpose of this committee will be to improve working conditions
20 and work processes in Sales and Customer Services. The committee will meet regularly and during
21 the planning phase of any project that will impact working conditions. The UNION-appointed
22 representatives on the committee shall be paid by METRO at the appropriate rate. [TA 9/16/10--

23 EDIT]

24 ***SECTION 3 – WORK ASSIGNMENTS***

25 A. The day shift shall be considered the first shift of the day; the swing shift will be
26 considered the second; and the graveyard shift will be considered the third. Any shift with a quitting
27 time from 8:01 p.m. to 2:00 a.m. will be considered swing shift. Any shift with a quitting time from
28 2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

1 **B.** The workweek shall consist of five consecutive days, except when a Customer
2 Information Employee's pick makes this impossible. Each Customer Information Employee will be
3 guaranteed eight hours pay for each regular workday. Each shift will be completed within a
4 continuous eight and one-half hour period and will include an unpaid one-half hour lunch and two paid
5 15-minute breaks. Exceptions to this rule are:

6 • Graveyard shift, which shall be completed within a continuous eight-hour
7 period, so long as it is staffed by only one Customer Information Employee.

8 • Shifts with one hour lunches shall be completed within a continuous nine
9 hour period and will include an unpaid one-hour lunch break and two paid 15-minute rest breaks. No
10 more than 50% of all full-time shifts shall have one-hour lunch breaks.

11 • Assigned Weekday shifts on Thursday or Friday shall be completed within a
12 continuous eleven-hour period and will include an unpaid one-hour lunch break and two paid 15-
13 minute rest breaks.

14 • Assigned Weekend shifts on Saturday or Sunday shall be completed within a
15 continuous 10-1/2 hour period and will include an unpaid one half-hour lunch break and two paid 15-
16 minute rest breaks.

17 A Customer Information Employee who picks a regular weekly schedule consisting of four
18 ten-hour shifts will be governed by the provisions in Article 13.

19 **C.** Shifts and RDOs shall be arranged so that each Customer Information Employee
20 shall have at least eight hours off between shifts and at least 60 hours off for RDOs; except that
21 Customer Information Specialists, who select extra positions, and Assigned Customer Information
22 Specialists shall have at least 54 hours off for RDOs.

23 **D.** No more than 20% of all full-time Customer Information Specialist assignments
24 shall be extra positions. A Customer Information Specialist who selects an extra position shall be
25 guaranteed eight hours pay each day.

26 **E.** Work schedules for extra person and Assigned Specialist positions shall be posted
27 on Tuesday of the week prior to the effective date of the assignment.

28 **F.** No regular, full-time continuous shift in the Customer Information Office shall be
split during the life of this AGREEMENT. No full-time Customer Information Specialist will be

1 required to accept assigned status. No Assigned Customer Information Specialist will be required to
2 accept a split shift without mutual agreement between METRO and the UNION.

3 **G.** METRO may create Telecommuting Shifts, which will be assigned and
4 administered according to guidelines mutually developed and agreed to by METRO and the UNION.

5 [\[TA 9/16/10—SECTION 3\]](#)

6 **SECTION 4 – PICKS**

7 **A.** Each Customer Information Specialist and Assigned Customer Information
8 Specialist shall select, by seniority, a shift, assigned position or an extra position at each pick. Each
9 Customer Information Specialist and Assigned Customer Information Specialist, who selects a shift,
10 also will be entitled to select, by seniority, his/her two consecutive RDOs, breaks and lunch hours by
11 seniority at the pick. Each Customer Information Specialist and Assigned Customer Information
12 Specialist, who picks an extra position, will be assigned his/her two consecutive RDOs, breaks, and
13 lunch hour.

14 **B.** Senior Customer Information Specialists in positions that have been designated by
15 METRO as permanent assignments, shall not be subject to the pick.

16 **C.** Selection of shift and vacation for Customer Information Specialists and Senior
17 Customer Information Specialists will be determined by seniority earned within the specific
18 classification.

19 **D.** Customer Information Specialist picks will be scheduled in conjunction with Transit
20 Operator picks. Copies of the pick schedule, the shifts, and extra positions available for selection shall
21 be prepared, posted and sent to the UNION at least two weeks prior to the date of the pick.

22 **E.** A UNION representative shall be present during pick.

23 **F.** No change or alteration to any shift which was picked shall be made during a shake-
24 up without consent from the affected Customer Information Employee and the UNION.

25 **G.** Vacancies in the position of Senior Customer Information Specialist will be filled
26 by a CIO Employee with at least two years of experience as a Customer Information Employee. When
27 qualifications and experience are equal, current continuous service as a Customer Information
28 Specialist will be the determining factor.

1 **H.** All available acting weekend Senior Customer Information Specialist positions will
2 be posted at the pick. Two years experience as a Customer Information Employee is preferred. The
3 acting weekend Senior Customer Information Specialists will be selected by seniority on a rotating
4 basis. Such acting assignments will last one shake-up.

5 **I.** A Customer Information Employee who is unable to attend the pick, may leave with
6 the UNION, an absentee pick form indicating his/her work preferences. Failure to do so will result in
7 the UNION representative picking an assignment for the Customer Information Employee. The
8 UNION representative shall make an effort to select an assignment comparable to the assignment last
9 selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration
10 procedure.

11 **J.** No Customer Information Employee shall be compensated for time spent in the pick
12 unless it is during his/her regular work hours.

13 **K.** When a permanent vacancy occurs, Customer Information Employees working in
14 such classification may have a move-up, by seniority, provided such move-up is completed 28 days
15 prior to the next shake-up.

16 **L.** When METRO determines that an Customer Information Employee will be
17 unavailable for work for an entire shake-up, for any reason, such Customer Information Employee
18 shall not pick a shift. This provision shall include any Customer Information Employee who is detailed
19 or upgraded into job classifications other than his/her own.

20 [\[TA 9/16/10—SECTION 4\]](#)

21 **SECTION 5 – VACATION SELECTION**

22 **A.** Vacations will be picked by seniority as outlined in this Section. Senior Customer
23 Information Specialists will pick from a separate vacation list.

24 **B.** The vacation pick shall be completed by November 15th each year. The vacation
25 calendar shall remain posted and shall be kept current.

26 **C.** Vacations may be split into periods of one or more full weeks when this can be
27 arranged at no additional cost to METRO. A Customer Information Employee may elect to take 50%
28 of his/her vacation in one-day or one-hour increments. Requests for use of such vacation must be
approved in advance by the supervisor.

1 **D.** A Customer Information Employee who takes his/her vacation in two or more
2 periods shall select the second period of his/her vacation after all Customer Information Employees in
3 his/her classification have made their first selection; his/her third selection after all Customer
4 Information Employees in his/her classification have made their second selection; etc., until all periods
5 of vacation have been selected.

6 **E.** At the vacation pick, a Customer Information Employee may select vacation
7 combined with AC in consecutive blocks. A Customer Information Employee may not pick AC unless
8 it is accrued at the time of the vacation pick.

9 **F.** Any picked vacation not used will be offered to other Customer Information
10 Employees by seniority in the same classification if METRO determines business reasons permit.

11 [\[TA 9/16/10—SECTION 5\]](#)

12 **SECTION 6 – OVERTIME**

13 **A.** All hours worked in excess of eight hours in the scheduled workday or on a
14 Customer Information Employee's RDO shall be paid at the overtime rate of one and one-half times
15 the existing straight-time rate of pay for actual overtime hours worked.

16 **B.** Overtime on day shift extending into swing shift shall be paid with no hourly shift
17 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
18 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
19 differential.

20 **C.** Overtime will be offered on a rotating basis from a Customer Information
21 Employee overtime list. If the list is exhausted or if no Customer Information Employee on the list is
22 reasonably available, overtime will be offered to eligible Pass Sales office (PSO) Employees by
23 seniority on a rotating basis. If no PSO Employee is reasonably available, METRO may assign
24 overtime to Customer Information Employees by inverse seniority.

25 **SECTION 7 – SPECIAL ALLOWANCES**

26 **A.** Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
27 graveyard shift.

28 **B.** A Customer Information Employee, who has gone home after his/her regular shift,
and who is called back to work and reports for work, will be guaranteed at least three hours of pay at

1 the overtime rate. A Customer Information Employee called in before his/her scheduled report time
2 and in conjunction with his/her regular shift will be paid for actual hours worked. An exception shall
3 be telecommuters, who will be guaranteed one hour of pay at the overtime rate.

4 C. Customer Information Specialists and Assigned Customer Information Specialists
5 shall receive a straight-time premium for assignments instructing another individual as follows:

6 1. One hour of pay at the Customer Information Employee's current rate for
7 four hours or less of instruction in one day.

8 2. Two hours of pay at the Customer Information Employee's current rate for
9 more than four hours of instruction in one day. [\[TA 9/16/10\]](#)

10 D. CIS and Assigned CIS shall receive a premium of \$.75 per hour for straight time
11 out of classification work in the PSO.

12 E. Customer Information Specialist trainees will receive at least 50% of the current
13 top step hourly wage for Customer Information Specialists for actual hours worked until successfully
14 completing training. [\[TA 9/16/10\]](#)

15 **SECTION 8 – SPECIAL BENEFITS**

16 A. When a Customer Information Employee is informed during his/her regular shifts
17 that overtime in excess of two hours beyond the end of his/her regular shift will be required, METRO
18 will provide a 30-minute unpaid meal period or a 15-minute paid break, upon request.

19 B. When a Customer Information Employee is called in for emergency work two or
20 more hours prior to the start of his/her regular shift, METRO will provide a 30-minute unpaid meal
21 period or a 15-minute paid break, upon request.

22 [\[TA 9/16/10—SECTION 8\]](#)

23 **SECTION 9 – ASSIGNED AND SENIOR CUSTOMER INFORMATION SPECIALISTS**

24 A. Each Assigned Customer Information Specialist shall receive his/her work
25 assignments from METRO and may work less than an eight hour day and/or 40-hour workweek.

26 B. If METRO and the UNION agree to split shifts, up to one-third of Assigned
27 Customer Information Specialist shifts may be split, with a maximum spread of 12-1/2 hours. The
28 Assigned Customer Information Specialist will be paid at a rate equivalent to time and one-half for
spread time in excess of 10-1/2 hours.

1 C. An Assigned Customer Information Specialist who is on active pay status at least
2 80 hours in one calendar month also is eligible for holiday pay as provided in Article 8, for any of the
3 listed holidays which are observed in the succeeding month. In addition, an Assigned Customer
4 Information Specialist may be eligible for a personal holiday, as provided in Article 8, Section 5. An
5 Assigned Customer Information Specialist who works less than 80 hours in one calendar month will
6 not be eligible for holiday pay in the succeeding month. However, such Employee who works on the
7 day of observance of any of the holidays listed in Article 8, Section 4, will be paid at the overtime rate.

8 D. An Assigned Customer Information Specialist will accrue sick leave upon
9 qualification.

10 E. Not more than 40% of all Customer Information Specialist positions shall be
11 Assigned Customer Information Specialists.

12 F. METRO shall offer all new or vacant full-time Customer Information Specialist
13 positions to qualified Assigned Customer Information Specialists. If no qualified Assigned Customer
14 Information Specialist is available, METRO then shall offer the new or vacant CIS positions to
15 qualified PSO Employees. Likewise, METRO shall offer all new or vacant Assigned Customer
16 Information Specialist positions to qualified PSO Employees. If there are no qualified PSO applicants,
17 METRO may conduct an open and competitive recruitment to fill the vacancy. Seniority shall
18 determine the order of selection after qualifications have been determined through appropriate criteria
19 and testing methods as defined by METRO. METRO shall determine qualification criteria. [TA
20 9/16/19 -- MOA 410U1708]

21 G. A Senior Customer Information Specialist shall notify Customer Information
22 Specialists of infractions but will not issue discipline or perform formal performance evaluations of
23 Employees.

24 H. Senior Customer Information Specialists will monitor Customer Information
25 Specialists on an ongoing/rotating basis. An observation report will be placed in the Customer
26 Information Employee's file only upon request of the Employee.

27 I. Vacancies in Senior CIS positions will be filled from qualified CIS applicants.

28 [TA 9/16/10—SECTION 9]

1 **ARTICLE 22: SUPERVISORS**

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

3 A. A First-Line Supervisor (Supervisor) shall mean a person employed by METRO on
4 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~~ Supervisor-in-in-Training (SIT) shall mean an Employee who is
11 training to become a Supervisor. [TA 10/15/10--EDIT]

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. Items not specifically addressed in this Article but covered in the general
17 Articles of this AGREEMENT shall also apply to Supervisors. No changes in existing rights or
18 related conditions shall be made without first negotiating with the UNION. [TA 10/15/10]

19 ***SECTION 3 – SUPERVISOR-IN-TRAINING***

20 A. Supervisor-in-Training vacancies shall be posted on METRO bulletin boards for at
21 least two calendar weeks. Candidates for these positions shall be selected from METRO ~~Full-Time~~
22 ~~Transit Operators-FTOs, Rail Operators, Streetcar Operators and Rail Supervisors, who were not~~
23 previously Bus Supervisors. All candidates must have ~~having~~ at least ~~three~~ two and one-half years of
24 ~~current,~~ full-time bus driving service in the five years preceding the closing date for applications.
25 Interested Employees must formally apply through METRO’s Transit Human Resources Office within
26 the specific time frame listed. Selection of SIT candidates shall be the sole responsibility of METRO.
27 Candidates shall be selected in accordance with METRO’s Merit System on the basis of ability,
28 training, education, experience and job performance, as determined by appropriate testing procedures
and evaluations, which have been, and will continue to be, developed with input from the

1 Supervisors. Whenever possible, a Supervisor, selected by METRO after consultation with the
2 UNION, will be included in the SIT candidate selection process. [\[TA 10/25/10\]](#)

3 **B. ~~Candidates for SIT will be selected in accordance with METRO's Merit System.~~**

4 Successful candidates will be placed on a list by seniority. The SIT candidate list will remain in effect
5 until exhausted. Candidates must meet eligibility criteria used for the recruitment process at the time
6 of appointment or they will be removed from the list. Once removed from the list, an Operator must
7 wait until the next recruitment and reapply. [\[TA 10/15/10—EDIT MOVED TO A.\]](#)

8 **C.** SITs will be placed in that classification for twelve months. During the twelve-
9 month period, each SIT will be required to qualify in the Base Dispatcher/Planner and Service
10 Supervisor classifications. Failure to qualify will result in termination as an SIT. Upon completion of
11 training in each area, the SIT will receive a performance evaluation. Upon qualification in all required
12 areas, the SIT will receive a formal review with METRO. An SIT who is terminated or withdraws
13 from any of the required classifications during training will be returned to ~~the Full-Time Transit~~
14 ~~Operator classification~~ [FTO](#) with no loss of seniority. [\[TA 10/15/10—EDIT\]](#)

15 **D.** METRO will establish and publish standards for qualification and, with input from
16 the instructing Supervisors, will determine in each case whether the SIT has successfully qualified in
17 each required classification. [\[TA 10/15/10\]](#)

18 **E.** SIT candidates may be trained before an appointment is available. If such training
19 exceeds 30 continuous calendar days, all time spent in training will count toward satisfying the SIT
20 probation requirement and will be credited day for day for purposes of leave accruals, salary step
21 placement and future salary step increases. [\[TA 10/15/10\]](#)

22 **F.** An SIT shall not formally train another SIT at any time. [\[TA 10/15/10\]](#)

23 **G.** Upon appointment, an SIT shall be subject to a twelve-month probationary period.
24 [\[TA 10/15/10\]](#)

25 **H.** An SIT, upon hire date, will receive a voucher for four pair of uniform pants, six
26 uniform shirts or blouses, one sweater vest or insulated vest, one all-season parka or jacket and one
27 authorized hat. Upon promotion to Supervisor, the Employee will receive the Supervisor uniform
28 allowance according to the provision in Section 10, Paragraph B.

1 I. An SIT may be assigned to work Service Supervisor or Base Dispatcher/Planner
2 shifts under direct supervision of a Supervisor. Upon successful completion of training in either
3 classification, the SIT may independently work shifts in that classification. [\[TA 10/15/10\]](#)

4 J. Upon qualification in either Service Supervisor or Base Dispatcher/Planner
5 classification, the SIT may be placed at the bottom of the relief list in that classification for the
6 remainder of the time s/he is assigned to that classification. Upon qualification in both classifications,
7 an SIT will be assigned work in either classification, at METRO's discretion. When assigned to a
8 relief list, the SIT's assignments will be governed by the provisions of Section 6, Paragraphs E, F and
9 G. [\[TA 10/15/10\]](#)

10 K. Upon qualification in both classifications, and by mutual agreement between
11 METRO and the UNION, an SIT may be eligible to fill a vacant Supervisor position by seniority. [\[TA](#)
12 [10/15/10\]](#)

13 L. At METRO's discretion, an SIT who has successfully qualified in the Service
14 Quality and Base Dispatcher/Planner classifications may volunteer to qualify in the Transit Instructor
15 or Communication Coordinator classification. [\[TA 10/15/10\]](#)

16 M. Upon qualification in a classification, an SIT will be eligible to bid on overtime in
17 that classification. Overtime will be assigned according to the overtime guidelines for Supervisors.
18 [\[TA 10/15/10\]](#)

19 N. Requests for vacation or other paid time off will be granted, as staffing levels
20 permit and at METRO's discretion, in a manner that does not interfere with the SIT's training
21 schedule. An SIT will not be granted vacation time in any period that was filled at pick in the
22 classification in which the SIT is being trained at the time of vacation. [\[TA 10/15/10\]](#)

23 O. The following provisions of this Article shall also apply to SITs: Section 6,
24 Paragraphs I, K and N; Section 7, Paragraphs A and B; and Section 8, Paragraphs A, B and C. [\[TA](#)
25 [10/15/10\]](#)

26 **SECTION 4 – PICKS**

27 A. In the spring and fall of each year, when a facility opens or closes, or when mutually
28 agreed to by METRO and the UNION, all shifts or positions required in the job classifications of
Communications Coordinator, Base Dispatcher/Planner, Service Supervisor, Schedule Maker (when

1 a Senior Schedule Planner is not assigned per Article 23, Section 2, Paragraph C), and Transit
2 Instructor, will be posted for a general pick. The two general picks will be held unless a special pick
3 has occurred or is scheduled to occur within 45 days of the general pick. Copies of schedules and
4 assignments to be picked will be posted at all work sites 14 days prior to the pick. METRO also will
5 issue each Supervisor, and the UNION, a copy of this information. After the posting, there will be a
6 review period in which changes may be made by METRO. No changes will be made five days prior to
7 the pick date unless mutually agreed by the UNION and METRO. Implementation of the spring pick
8 will occur between April 1 and April 15 and implementation of the fall pick will occur between
9 October 1 and October 15. ~~The two general picks will be held unless a special pick has occurred or is~~
10 ~~scheduled to occur within 45 days of the general pick.~~

11 **B.** Shifts will be classified as regular and relief. ~~Employees~~ Supervisors will be
12 permitted to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will
13 be available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by
14 METRO and the UNION.

15 **C.** Supervisors who have not worked in a classification for twelve months may
16 request, or may be assigned, a refresher period. Once qualified in a classification, a Supervisor will be
17 considered permanently qualified unless mutually agreed by the UNION and METRO.

18 **D.** A Supervisor may report to the pick room no earlier than 20 minutes prior to
19 his/her pick time to examine available work assignments.

20 **E.** A Supervisor who does not attend the pick must leave, with the UNION, at least
21 four choices of assignments in order of preference. Failure to do so will result in the UNION
22 representative making every effort to select an assignment comparable to the assignment last selected
23 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
24 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
25 working hours.

26 **F.** UNION representation for the Supervisors shall be present during the pick.

27 **G.** All Supervisors' shifts, excluding relief shifts, once picked, will not have hours,
28 significant duties, RDOs, or job classification changed during a shake-up without approval of the
affected Supervisor(s) and the UNION.

1 H. At each pick, Supervisors may volunteer in writing to work overtime.

2 **H.** There will be no restriction, except as provided elsewhere in this Article, on the
3 number of Supervisors picking in or out of a particular classification except that the number of
4 nonqualified Supervisors, or Supervisors who have not worked within a classification for ten years,
5 picking into the Transit Instructor, or Communications Coordinator classifications will be limited to
6 two in each classification. However, the supervisor of a work unit may exceed this number at his/her
7 discretion. For picks due to the opening or closing of a facility, or changes in facility hours,
8 nonqualified Supervisors will not be allowed to pick into the Transit Instructor, Schedule Maker or
9 Communications Coordinator classifications without prior approval of the supervisor of the work unit.

10 **I.** If a sufficient number of qualified Supervisors do not voluntarily pick into a
11 particular classification, Supervisors who are currently qualified in that classification will be required,
12 in inverse order of seniority, to pick shifts in that classification. When a Supervisor is forced into a
13 classification because of the language in this Paragraph, there will be a re-pick for all Supervisors with
14 less seniority than the Supervisor who is being forced.

15 **J.** If a nonqualified Supervisor picks the Schedule Maker, Transit Instructor or
16 Communications Coordinator classification and fails to qualify, his/her vacant shift will be filled by the
17 next most senior Supervisor who desires it, who will be inserted into the section in seniority order.
18 There will be a repick of assignments within the section, starting with the inserted Supervisor. The
19 Supervisor who fails to qualify will fill the resulting vacancy if he/she is qualified to do so. If not, this
20 process will be repeated until there is a vacancy in a classification in which he/she is qualified. He/she
21 may repick the classification in which he/she failed to qualify after a period of two years or with the
22 approval of the supervisor of the work unit.

23 ~~K. At each pick, Supervisors may volunteer in writing to work overtime.~~

24 **L.** To be considered qualified as a Communications Coordinator, a Supervisor must
25 successfully complete a qualification process consisting of a training period and two weeks of
26 independent performance of the duties of the position. METRO will determine qualification based on
27 job performance. Supervisors who fail to qualify in this classification will not participate in the
28 qualification process for a period of two years without permission of the supervisor of the work unit.

1 M. In order for a Supervisor to pick the Service Quality or Training Sections or to be
2 on an overtime list in either classification, the Supervisor must have a valid CDL with required
3 endorsement, medical certification or waiver [of certification](#) at the time of the pick. Licenses, [waivers](#)
4 and endorsements will be checked at the pick.

5 N. A Supervisor picking the Transit Instructor classification will pick his/her work
6 location by seniority.

7 O. All block assignments shall have ten hours off between consecutive day's
8 assignments except that in one instance per week per blocked assignment, there may be a minimum of
9 eight hours off. Each Supervisor who chooses a block assignment shall choose no more than three
10 separate assignments to place in the blocks. Blocks must be picked in a way that does not jeopardize
11 time off or RDO guarantees found elsewhere in this AGREEMENT. Each Supervisor picking block
12 assignments shall select one set of the same posted assignment for two consecutive days, a different
13 set of the same posted assignment for another two consecutive days, and a third posted assignment for
14 a single day. Supervisors' selection of blocks may require inclusion of a one-day floating assignment.
15 Should either party be adversely affected by this Paragraph, METRO and the UNION agree to meet
16 and negotiate necessary changes.

17 P. Pick will be governed by the provision of this Section and by guidelines mutually
18 developed and agreed to be the UNION and METRO.

19 [\[TA 10/15/10—EDIT\]](#)

20 **SECTION 5 – MOVE-UPS**

21 A. When a vacancy occurs during a shake-up in any Supervisor classification [and](#)
22 [METRO elects to fill the vacant shift](#), a system-wide seniority move-up will be held [by the UNION as](#)
23 [soon as possible](#)~~within 14 days if METRO elects to fill the vacant shift~~. Remaining vacant assignments
24 may be offered in seniority order to SITs who are qualified in all required classifications. If there is a
25 remaining vacancy in the Communications Coordinator [or Transit Instructor](#) classification not filled by
26 a move-up, METRO may fill the vacancy with the lowest seniority Supervisor who is qualified in the
27 classification and who is not already assigned to the Communications Coordinator [or Transit](#)
28 [Instructor](#) classification. Once a Supervisor is forced into the classification because of the language of
this Paragraph, shifts will be picked by seniority starting with the forced Supervisor.

1 B. Move-ups may not be requested ~~within~~during the last eight weeks of the ~~effective~~
2 ~~date of a~~current shake-up.

3 C. Supervisors qualifying in the Communications Coordinator or Transit Instructor
4 classifications may participate in move-ups; but they will not move into the new assignment until they
5 have completed or been released from training requirement.

6 [TA 10/15/10—SECTION 5]

7 **SECTION 6 – WORK ASSIGNMENTS**

8 A. All job classifications except for Transit Instructor, Supervisor-in-Training and
9 Schedule Maker shall have regular shifts and relief shifts. All shifts will be available for pick according
10 to the pick guidelines. [TA 10/15/10]

11 B. All assignments in the classification of Schedule Maker and Transit Instructor shall
12 be completed within a continuous eight hour period, unless the assignment is designated for an unpaid
13 30-minute lunch break. [TA 10/15/10]

14 C. All Base Dispatcher/Planner shifts shall be straight through, unless mutually agreed
15 by the UNION and METRO. Communications Coordinator assignments shall have no more than one
16 split shift, except that up to three split shifts may be added to coordinate Rapid Ride service. Service
17 Supervisor assignments shall be guaranteed 80% straight-through on weekdays and 100% straight-
18 through on nights (any shift completed after 8:00 P.M.), weekends and holidays when Sunday
19 schedules are operating. ~~A night shift shall be defined to be any shift completed after 8:00 p.m.~~ Relief
20 Supervisors in the Service Quality Section shall be guaranteed 70% straight-through shifts on
21 weekdays, unless waived by the Relief Supervisor, and 100% straight-through on nights, weekends
22 and holidays when Sunday schedules are operating. Temporary split extra assignments may be
23 assigned to the relief list, however, a Relief Supervisor cannot be required to work a split extra
24 assignment for more than two consecutive weeks. [TA 10/15/10--EDIT]

25 D. Regular shifts shall consist of five consecutive days of work within a specific
26 classification in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall be
27 two consecutive days. Four Forty shifts shall consist of four consecutive days of work within a
28 specific classification, with each workday guaranteed ten hours. All regular shifts in the classifications
of Service Supervisor, Base Dispatcher/Planner and Communications Coordinator will be assigned in

1 their entirety unless otherwise approved by the unit supervisor. When a shift is cancelled, the unit
2 supervisor will notify the UNION. [\[TA 10/15/10\]](#)

3 **E.** Relief shifts will be guaranteed 40 hours of work per work week, with an eight-
4 hour guarantee each workday. RDOs for Relief Supervisors shall be posted by the last day of each
5 pay period for the following pay period. There will be two consecutive RDOs for each 40-hour week,
6 except for Relief Supervisors with Friday and Saturday RDO combinations switching to another RDO
7 combination or vice versa. RDOs will not be changed or cancelled without the consent of the affected
8 Supervisor, except in an emergency. The RDOs for Relief Supervisors may change each pay period as
9 a result of the availability of assignments. [\[TA 10/15/10\]](#)

10 **F.** Prior to the end of each pay period, each Relief Supervisor will pick his/her
11 assignment for the next pay period from the known available assignments and available RDOs, by
12 seniority. Assignments with four or five days of the same shift number available in one pay week
13 (Saturday through Friday) must be picked in their entirety with their RDOs. Each pay week will be
14 picked separately. Assignments selected the first week will not affect selections in the second week,
15 except where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.
16 Block assignments may be broken up with shifts selected individually by the Relief Supervisor. [\[TA](#)
17 [10/15/10\]](#)

18 **G.** If there are not enough work assignments for all Relief Supervisors to choose
19 from, extra assignments may be created. METRO may change a Relief Supervisor's extra assignment
20 by up to eight hours, provided the change is made at least twelve hours before the start time of the
21 Supervisor's extra assignment, except as provided in Paragraph I. In an emergency, or with the Relief
22 Supervisor's consent, a Relief Supervisor's extra assignment may be changed by more than four hours
23 and with less than twelve hours notice. Relief Supervisors who have picked extra assignments must
24 check in between twelve and eight hours prior to the scheduled start of the extra assignment to find
25 out if there is a change.

26 **H.** Scheduled Transit Instructor work will be selected by seniority by qualified Transit
27 Instructors at the worksite. Selected assignments will be worked in their entirety unless a requested
28 change is approved by the unit supervisor. METRO may modify an Instructor's work assignments to
meet training needs. To balance workload, METRO may require one or more Instructors from one

1 worksite to work at a different worksite. Such assignments will be made to qualified Instructors in
2 inverse seniority, unless a more senior qualified Instructor volunteers for the assignment. [\[TA](#)
3 [10/15/10\]](#)

4 I. All Supervisors shall have at least 54 hours scheduled off for their two consecutive
5 RDOs.

6 J. METRO will determine the number of relief shifts in each classification, but the
7 number of relief shifts in each Supervisor classification will not exceed one-third of the total of all
8 shifts in that classification; however, not less than three at METRO's option. [\[TA 10/15/10\]](#)

9 K. METRO agrees to assign all special assignments, tasks and projects by giving equal
10 consideration to the Supervisor's education, ability and experience as it applies to each assignment.
11 Special assignments, tasks and projects will be posted for regular Supervisors to apply for and
12 selection shall be based on the above criteria if the special assignment, task or project is to exist for 30
13 days or more. If the special assignment, task or project is in excess of 90 days, the special assignment,
14 task or project will be rotated among those Supervisors who applied and who meet the above criteria,
15 provided the rotation does not result in project delay. METRO also recognizes the need for ongoing
16 optional training programs which will allow Supervisors to become better qualified for their present
17 work assignments or for advancement. [\[TA 10/15/10\]](#)

18 L. Any work that has been historically or traditionally performed by Supervisors will
19 not be performed by any other Employee or individual.

20 M. On a ~~Holiday~~ [holiday](#) when METRO operates a Sunday schedule, Base Operations
21 Utility and Planner/Utility shifts will be, at METRO's sole discretion, either cancelled or operated as
22 scheduled. The decision to cancel a shift or operate that shift as scheduled will be specific to each shift
23 and each holiday. If a Utility or Planner/Utility shift is cancelled, the regularly scheduled Supervisor
24 for that shift will be off with ~~Holiday~~ [holiday](#) pay. If a Utility or Planner/Utility shift is not cancelled,
25 the regularly scheduled Supervisor for that shift will have the option of working the shift or taking the
26 day off with ~~Holiday~~ [holiday](#) pay. If the regularly scheduled Supervisor chooses not to work that shift,
27 the shift will be filled by the normal Relief Supervisor assignment [process](#) and [then through the](#)
28 overtime assignment processes. [\[TA 10/15/10--EDIT\]](#)

1 N. When a shift remains unfilled within one hour of the start time of the shift and
2 METRO determines that the shift cannot be cancelled, a Supervisor working a different shift with
3 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
4 hours worked by the Supervisor cannot be changed more than 30 minutes except by mutual
5 agreement. When determining which Supervisor will fill the shift, METRO will consider seniority,
6 Supervisor qualification, business requirements and the Supervisor's desire to change work
7 assignments. [\[TA 10/15/10\]](#)

8 O. METRO may require up to four Supervisors to train in each of the Communication
9 Coordinator and Transit Instructor classifications during each shake-up. Volunteers, in seniority
10 order, will be selected for the training. If there are not enough volunteers to fill designated training
11 requirements, Supervisors may be required to train. If a Supervisor is required to train as a
12 Communications Coordinator, he/she will be selected in inverse seniority order from Supervisors who
13 have four or more years of seniority and who have not had a previous opportunity to train as a
14 Communications Coordinator. If a Supervisor is required to train as a Transit Instructor, he/she will
15 be selected in inverse seniority order from Supervisors who have not had a previous opportunity to
16 train as a Transit Instructor. A Supervisor who fails to qualify will return to his/her picked
17 assignment. For the purpose of this Paragraph, years of seniority will be calculated from the date of
18 appointment as an SIT and adjusted day-for-day for any time spent in excess of 90 consecutive
19 calendar days on either military leave (unless required otherwise by law) and/or in a layoff status. [\[TA](#)
20 [10/15/10\]](#)

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. Effective
28 with the first day of Spring 2008 shakeup, any Supervisor working a window shift as a Base

1 Dispatcher/Planner will receive a 5% differential added to his/her wage rate for all time worked in that
2 capacity.

3 C. A Supervisor shall receive two hours straight-time pay for each shift during which
4 he/she instructs a new or nonqualified Supervisor or a Supervisor who requires a refresher or
5 retraining for which METRO requires a written evaluation. This pay will be contingent on the
6 completion of an evaluation of the trainee's performance.

7 **SECTION 8 – OVERTIME**

8 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
9 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

10 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
11 pay of four hours. No Supervisor will be required to work on his/her RDO except in an extreme
12 emergency.

13 C. All overtime will be assigned according to guidelines mutually developed and
14 agreed to by METRO and the UNION. [\[TA 10/15/10\]](#)

15 D. Posted special event assignments will be available for pick by those Supervisors
16 selecting either the Service Supervisor or Communications Coordinator classifications. These
17 assignments will be known as future overtime and will be credited to the Supervisor in advance and
18 combined with hours actually worked. [\[TA 10/15/10\]](#)

19 **SECTION 9 – VACATION SELECTION**

20 The selection of vacation will follow those guidelines set for vacation selection and accrual in
21 Article 9 with the following exceptions:

22 A. At the spring pick, Supervisors will select vacations in increments of no less than
23 five days, in order of Supervisor seniority in each classification. After all first choices are filled by
24 seniority, second, third, fourth and fifth choices will be selected in that order by seniority within each
25 classification. Appropriately accrued vacation will be used in the selection of these periods.

26 B. At the fall pick, if a Supervisor picks into a classification, as set forth in Section 1,
27 other than the one for which he/she has selected his/her fall vacation, and his/her fall vacation period is
28 full in the newly picked classification, he/she may not bump a person with lower seniority who has
already selected that period in that classification. Such Supervisor will select another vacation period

1 from the remaining periods in the new classification. Appropriately accrued vacation will be used in
2 the selection periods.

3 C. The number of Supervisors within a classification allowed on vacation during the
4 same period shall be at least 14% of the number of Supervisors in that classification, including SITs
5 projected to be in the classification on June 30. However, during Full-Time Operator pick, the
6 minimum number of Base Dispatcher/Planners allowed on vacation shall be reduced by two except
7 during the August Full-Time Operator pick when it will be reduced by one. Qualified Relief
8 Supervisors and/or one-third of all [Transit](#) Instructors may be required to work in other classifications
9 to fill vacation reliefs, by inverse seniority.

10 [D. A Supervisor may use his/her current vacation accrual in single-day increments with](#)
11 [the approval of his/her immediate supervisor.](#)

12 [\[TA 10/15/10—EDIT MOVE FROM 11.F\]](#)

13 **SECTION 10 – SPECIAL BENEFITS**

14 A. Upon the approval of the work unit or base supervisor, at least one Supervisor per
15 day in each 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 carried
19 over into the next year is \$500. The uniform voucher may be used only to purchase authorized
20 uniform items. When a Supervisor needs to replace his/her all-weather parka or jacket due to normal
21 wear and tear, METRO will issue a voucher for its replacement. In addition to the above allowances,
22 a Supervisor may be reimbursed once each calendar year for one pair of personal work shoes costing
23 up to an amount of six times the top step of the Base Dispatcher/Planner wage. To receive
24 reimbursement the shoes must meet the current standards of uniform footwear for Supervisors.

25 1. A Supervisors' Uniform Committee shall be appointed to maintain or modify
26 all Supervisors' clothing and appearance standards.

27 2. All necessary foul weather gear will be provided by METRO.

28 **SECTION 11 – GENERAL**

1 A. All Supervisors working in the classifications of Transit Instructor,
2 Communications Coordinator, Service Supervisor and ~~Supervisor-in-Training~~SIT will receive hands-
3 on orientation on all coach or coach-related equipment within 90 days of its use in service. Those
4 Supervisors who are directly involved in the operation/service of the special equipment will receive
5 orientation or training on such equipment. [\[TA 10/15/10\]](#)

6 B. It is METRO's responsibility that all Supervisors will be trained and certification
7 kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary resuscitation
8 by an accredited instructor. Training will be paid at the applicable rate of pay. [\[TA 10/15/10\]](#)

9 C. METRO and the UNION will establish a Supervisors ~~Advisory~~Labor-Management
10 Relations Committee for the purpose of exploring and responding to issues of mutual concern to
11 METRO and the Supervisors. [\[TA 10/15/10\]](#)

12 D. METRO and the Supervisors will develop a complete written description of the
13 duties and responsibilities of each shift, to be made available at each pick. [\[TA 10/15/10\]](#)

14 E. For all classifications as set forth in Section 1: METRO will determine the number
15 of Supervisors allowed to have time off through ~~AC-book~~day off book procedures and will
16 accommodate Supervisor requests consistent with daily staffing requirements. ~~AC-book~~Day off book
17 procedures will be consistent in all classifications. Requests for AC days may not be entered into the
18 ~~AC-book~~day off book more than one calendar month in advance of the day(s) off desired.

19 ~~———— F. A Supervisor may use his/her current vacation accrual in single day increments with~~
20 ~~the approval of his/her immediate supervisor.~~

21 [\[TA 10/15/10—EDIT MOVE TO 9.D\]](#)

1 **ARTICLE 23: SCHEDULE SECTION AND OSS COORDINATORS**

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

- 3 • Senior Schedule Planner
- 4 • Transit Information Planner
- 5 • Operations Support System (OSS) Coordinator
- 6 • Scheduling Technical Information Processing Specialist III

7 **[TA 10/15/10—SECTION 1]**

8 ***SECTION 2 – GENERAL CONDITIONS***

9 A. Senior Schedule Planners, Transit Information Planners and OSS Coordinators will
10 be Fair Labor Standards Act (FLSA) exempt Employees who may work flexible schedules. An
11 Employee may work an alternative work schedule, which may include but is not limited to: 4/40,
12 flexible work hours, compressed work week, telecommuting and/or job share arrangements upon
13 approval of his/her supervisor. FLSA-exempt Employees may be granted up to a maximum of ten
14 days executive leave annually, to be administered according to King County policy.

15 B. When there is a regular vacancy in the Senior Schedule Planner classification, it will
16 be offered to all other Senior Schedule Planners. The unit supervisor will decide who fills the vacancy
17 based on seniority, work knowledge and work performance. The remaining vacant assignment will be
18 subject to recruitment and will be filled by a [Bus Supervisor](#), [Rail Supervisor](#) or [O&M Supervisor who](#)
19 [has previous Bus Supervisor seniority](#) or an OSS Coordinator, based on merit. If no [Bus Supervisor](#),
20 [Rail Supervisor, or O&M Supervisor who has previous Bus Supervisor Seniority](#) or OSS Coordinator
21 applies during a recruitment to fill a regular vacancy, METRO may then recruit for and select from
22 other qualified ~~Employees~~[candidates within the Bargaining Unit](#). **[TA 10/15/10]**

23 C. At every regular Supervisor pick, one Senior Schedule Planner position will be used
24 for ~~Supervisor~~ training. METRO will solicit letters of interest from [Bus Supervisors](#), [Rail Supervisors](#)
25 [and an O&M Supervisor who has previous Bus Supervisor seniority](#) and OSS Coordinators to
26 temporarily fill this Senior Schedule Planner position. The Senior [Schedule](#) Planner position is
27 intended to provide Supervisors or OSS Coordinators with training opportunities in the Schedule Unit.
28 If there are multiple candidates for this training position, METRO will make a selection using a ~~merit~~
[merit](#)-based selection process. If there are no applicants for this training position, the position will be

1 filled as a Schedule Maker position and posted no later than six days prior to Supervisor pick, in
2 accordance with Supervisor pick guidelines. In order to provide for an orderly transition, there will be
3 a brief period of overlap between the Supervisor completing his/her training period and the next
4 Supervisor selected to begin his/her training, in order for the new trainee to become qualified. [\[TA](#)
5 [10/15/10\]](#)

6 D. When there is a regular vacancy in the OSS Coordinator classification it will be
7 filled by a [Bus Supervisor, Rail Supervisor or an O&M Supervisor with previous Bus Supervisor](#)
8 [experience](#) or a Senior Schedule Planner. METRO will use a merit-based selection process to
9 determine the most qualified individual to fill the vacancy. If no Supervisor or Senior Schedule
10 Planner applies during a recruitment to fill a regular vacancy, METRO may then recruit and select
11 from ~~other~~ qualified ~~candidates within the bargaining unit~~ Employees. [\[TA 10/15/10\]](#)

12 E. When an OSS Coordinator is required to work on a holiday, he/she will have
13 another day off with pay on a day mutually agreed to by the Employee and his/her supervisor. [\[TA](#)
14 [10/15/10\]](#)

15 F. Employees listed in Section 1 will receive a second personal holiday to be used in
16 the payroll year in lieu of the holiday for Lincoln's Birthday defined in Article 8, Section 4. The use of
17 the personal holiday will be governed by Article 8, Section 7, Paragraph A. [\[TA 10/15/10\]](#)

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 the Exhibit D.
7 Unless mutually agreed otherwise, negotiations to establish the contents of an article for Conductors
8 will begin at least six months prior to METRO reinstating service on the WFSC.

9 [\[TA 9/18/10—ARTICLE 24\]](#)

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1 **ARTICLE 25: PASS SALES OFFICE EMPLOYEES**

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

3 PSO Employees shall mean all Employees in the following classifications:

- 4 • Pass Sales Representative (PSR)
- 5 • Assigned Pass Sales Representative (Assigned PSR)
- 6 • Senior Accounting Representative

7 **[TA 9/16/10—SECTION 1]**

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.** METRO and the UNION 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 **[TA 9/16/10—SECTION 2]**

20 ***SECTION 3 – WORK ASSIGNMENTS***

21 **A.** The workweek shall consist of five consecutive days, except when an Employee's
22 pick makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular
23 workday. Each shift, except where modified by historical practice, will be completed within a
24 continuous eight and one-half hour period and will include an unpaid one-half hour lunch and two paid
25 15-minute breaks.

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
2:01 a.m. to 10:00 a.m. will be considered graveyard shift.

1 C. Shifts and RDOs shall be arranged so that each Employee shall have at least eight
2 hours off between shifts and at least 60 hours off for RDOs.

3 [\[TA 9/16/10—SECTION 3\]](#)

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 he/she 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. [\[TA 9/16/10\]](#)

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. A UNION representative shall be present during the pick. [\[TA 9/16/10\]](#)

17 D. A PSR who is unable to attend the pick may leave an absentee pick form indicating
18 his/her work preferences with the UNION. Failure to do so will result in the UNION representative
19 picking an assignment for the Employee. The UNION representative will make an effort to select an
20 assignment comparable to the assignment last selected at pick. Selections made by the UNION will
21 not be subject to the grievance/arbitration procedure. Employees shall not be compensated for time
22 spent in the selection process, unless it is during their regular work hours. [\[TA 9/16/10\]](#)

23 E. When METRO determines that a PSO Employee will be unavailable for work for an
24 entire shake-up, for any reason, that PSO Employee shall not pick a shift. This provision shall include
25 PSO Employees who area detailed or upgraded into job classifications other than their own. [\[TA](#)
26 [9/16/10\]](#)

27 **SECTION 5 – FILLING VACANCIES**

28 A. A short term vacancy is defined as a vacancy lasting for five or fewer working days;

1 a temporary vacancy is defined as a vacancy lasting for more than five working days. A permanent
2 vacancy is defined as 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 shall
6 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 Customer Information. If no qualified
12 Employees are reasonably available, outside help will be used. The UNION will be advised when
13 outside help is called.

14 **D.** METRO shall offer all new or vacant full-time Pass Sales Representative positions
15 to qualified Assigned Pass Sales Representatives. If no qualified Assigned Pass Sales Representative is
16 available, METRO then shall offer the new or vacant ~~new~~ PSR positions to qualified CIO Employees.
17 Likewise, METRO shall offer all new or vacant Assigned Pass Sales Representative positions to
18 qualified CIO Employees. Seniority shall determine the order of selection after qualifications have
19 been determined through appropriate criteria and testing methods as defined by METRO. METRO
20 shall determine qualification criteria. If there are no qualified CIO applicants, METRO may conduct
21 an open and competitive recruitment to fill the vacancy. Seniority shall determine the order of
22 selection after qualifications have been determined through appropriate criteria and testing methods as
23 defined by METRO. METRO shall determine qualification criteria. [TA 9/16/10 -- MOA

24 410U1708]

25 **E.** When a permanent vacancy occurs, PSO Employees working in such classification
26 may have a move-up, by seniority, provided such move-up is completed 28 days prior to the next
27 shake-up.

28 [TA 9/16/10—SECTION 5]

SECTION 6 – OVERTIME

1 A. Overtime will be offered by seniority on a rotating basis from a PSO Employee
2 overtime list. If the list is exhausted or if no PSO Employee on the list is reasonably available,
3 overtime will be offered to eligible CIO Employees by seniority on a rotating basis. If no CIO
4 Employee is reasonably available, METRO may assign overtime to PSO Employees by inverse
5 seniority.

6 B. All hours worked in excess of eight hours in the scheduled workday or work on a
7 PSO Employee's RDO shall be paid at the overtime rate of one and one-half times the existing
8 straight-time rate of pay of the classification for actual overtime hours worked.

9 C. Overtime on day shift extending into swing shift shall be paid with no hourly shift
10 differential. Overtime on swing shift extending into graveyard shift shall be paid with swing shift
11 differential. Overtime on graveyard shift extending into day shift shall be paid with graveyard shift
12 differential.

13 **SECTION 7 – SPECIAL ALLOWANCES**

14 A. Shift differentials shall be \$.75 per hour for swing shift and \$1.00 per hour for
15 graveyard shift.

16 B. A PSO Employee who has gone home after his/her regular shift, and who is called
17 back to work and reports for work, will be guaranteed at least three hours of pay at the overtime rate.
18 A PSO Employee called in before his/her scheduled report time and in conjunction with his/her regular
19 shift will be paid for actual hours worked. [\[TA 9/16/10\]](#)

20 C. PSRs and Assigned PSRs shall receive a straight-time premium for instructing
21 individuals as follows:

22 1. One hour of pay at the PSO Employee's current rate for four hours or less
23 of instruction in one day.

24 2. Two hours of pay at the PSO Employee's current rate for more than four
25 hours of instruction in one day. [\[TA 9/16/10\]](#)

26 D. PSRs and Assigned PSRs shall receive a straight-time premium of \$.75 per hour for
27 out of classification work in the CIO.

28 **SECTION 8 – SPECIAL BENEFITS**

1 A. When a PSO Employee is informed during his/her regular shift that overtime in
2 excess of two hours beyond the end of his/her regular shift will be required, METRO will provide a
3 30-minute unpaid meal period or a 15-minute paid break, upon request.

4 B. When a PSO Employee is called in for emergency work two or more hours prior to
5 the start of his/her regular shift, METRO will provide a 30-minute unpaid meal period or a 15-minute
6 paid break, upon request.

7 C. Each PSO Employee required to work in a transit center or at a permanent satellite
8 customer stop will be provided with a telephone.

9 D. METRO shall maintain a silent alarm system at all METRO-operated pass sales
10 counters.

11 [\[TA 9/16/10—SECTION 8\]](#)

12 **SECTION 9 – VACATION SELECTION**

13 A. Vacations will be picked by seniority as outlined in this Section. Senior Accounting
14 Representatives will pick from a separate vacation list.

15 B. The vacation pick shall be completed by November 15th each year. The vacation
16 calendar shall remain posted and shall be kept current.

17 C. Vacations may be split into periods of one or more full weeks when this can be
18 arranged at no additional cost to METRO. A Pass Sales Office Employee may elect to take 50% of
19 his/her vacation in one-day or one-hour increments. Requests for use of such vacation must be
20 approved in advance by the supervisor.

21 D. A PSO Employee who takes his/her vacation in two or more periods shall select the
22 second period of his/her vacation after all PSO Employees in his/her classification have made their first
23 selection; his/her third selection after all PSO Employees in his/her classification have made their
24 second selection; etc., until all periods of vacation have been selected.

25 E. At the vacation pick, a PSO Employee may select vacation combined with AC in
26 consecutive blocks. A PSO Employee may not pick AC unless it is accrued at the time of the vacation
27 pick.

28 F. Any picked vacations not used will be offered to other PSO Employees by seniority
in the same classification if METRO determines business reasons permit.

1 [\[TA 9/16/10—SECTION 9\]](#)

2 **SECTION 10 – ASSIGNED PASS SALES AND SENIOR ACCOUNTING**

3 **REPRESENTATIVES**

4 A. Each Assigned PSR shall receive his/her work assignments from METRO and may
5 work less than an eight hour day and/or 40 hour work week.

6 B. No regular, full-time continuous shift in the Pass Sales Office shall be split during
7 the life of this AGREEMENT. No PSR will be required to accept assigned status. No Assigned PSR
8 will be required to accept a split shift without mutual agreement between METRO and the UNION.

9 C. An Assigned PSR who is on active pay status at least 80 hours in one calendar
10 month also is eligible for holiday pay as provided in Article 8, for any of the listed holidays which are
11 observed in the succeeding month. In addition, an Assigned PSR may be eligible for a personal
12 holiday, as provided in Article 8, Section 5. An Assigned PSR who works less than 80 hours in one
13 month will not be eligible for holiday pay in the succeeding month. However, such Assigned PSR who
14 works on the day of observance of any of the holidays listed in Article 8, Section 4 will be paid at the
15 overtime rate.

16 D. An Assigned PSR will accrue sick leave upon qualification.

17 E. Not more than 25% of all PSO positions shall be Assigned Pass Sales
18 Representatives.

19 F. If METRO and the UNION agree to split shifts, up to one-third of Assigned PSR
20 shifts may be split, with a maximum spread of 12-1/2 hours. The Assigned PSR shall be paid at a rate
21 equivalent to time and one-half for spread time in excess of 10-1/2 hours.

22 G. Senior Accounting Representatives shall notify PSRs and Assigned PSRs of
23 infractions but will not issue discipline or perform formal performance evaluations of PSO Employees.

24 H. Vacancies in the position of Senior Accounting Representative will be filled by a
25 PSO Employee with at least two years of experience as a Pass Sales Representative. When
26 qualifications and experience are equal, continuous service as a Pass Sales Representative will be the
27 determining factor.

28 [\[TA 9/16/10—SECTION 10\]](#)

1 **ARTICLE 26: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3 **A.** Temporary Employee shall mean a person who is employed for a period of time not to
4 exceed six months. However, Temporary Employees may be used for a maximum period of twelve
5 months if mutually agreed to by METRO and the UNION.

6 **B.** Project Temporary Employee shall mean a person who is employed for a period of time
7 expected to exceed 1,040 hours in a rolling twelve month period but not to exceed two years on a
8 special project.

9 ***SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE***

10 A full-time Temporary Employee or Project Temporary Employee who is selected by METRO
11 for a permanent position in the same classification shall serve a six-month probationary period;
12 however, if the Employee has 90 or more days of continuous temporary employment in the
13 classification at the time of selection, the probationary period shall be reduced to three months.

14 ***SECTION 3 – WAGES AND BENEFITS***

15 **A.** A Temporary Employee shall be paid for actual hours worked at the current rate in
16 effect for his/her classification and length of service. Such Employee is eligible for overtime pay after
17 working more than eight hours in one day, 40 straight-time hours in one workweek and/or for hours
18 worked on holidays.

19 **B.** The employment period will count for pay purposes and the service will count for
20 seniority accrual and continuous service credit only during a single period of temporary employment;
21 provided, however, when a Temporary Employee or Project Temporary Employee is laid off by
22 METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as
23 continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged
24 will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent,
25 Project Temporary, or Temporary Employee.

26 **C.** A Temporary Employee with less than 90 days of service is not eligible for any
27 Employee benefits.

28 **D.** A Temporary Employee who is employed for 90 days or longer continuous service

1 and who works full-time shall be eligible, beginning the first of the month following the 90-day
2 anniversary, for medical, dental and optical benefits; sick leave, holidays and vacation.

3 **E.** A Temporary Employee whose employment is extended beyond 1,040 hours in a
4 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
5 start dates of benefits).

6 **F.** A Project Temporary Employee is eligible for benefits from the date of hire (based
7 on established start dates).

8 **G.** Temporary employees will not be used to fill regular career service positions except
9 as provided in Article 3, Section 13.

10 [\[TA 9/8/2010—ARTICLE 26\]](#)

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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 ~~Department of Transportation~~[King County Office of Labor](#)
6 [Relations](#)/designee and the 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 to
11 renegotiate such invalidated provisions to comply with the law.

12 [\[TA 9/8/2010—ARTICLE 27\]](#)

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1 **ARTICLE 28: TERM OF AGREEMENT**

2 This AGREEMENT shall become effective November 1, ~~2007~~2010 and shall remain in full
3 force and effect until October 31, ~~2010~~2013. Not later than August 1, ~~2010~~2013, 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.

6 **[CONDITIONAL TA 10/28/2010 – ARTICLE 28]**

7 **APPROVED** this _____ day of _____, ~~2008~~2010

11 By: _____

12 The Honorable ~~Ren Sims~~Dow Constantine

13 King County Executive

17 AMALGAMATED TRANSIT UNION

18 LOCAL 587

21 _____
22 ~~Lance F. Norton~~Paul J. Bachtel

23 President/Business Representative

EXHIBIT A — JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Operators

Transit Operator	\$26.10
Full-Time Transit Operator Trainee (50% of Top Step Transit Operator)	\$13.05

Vehicle Maintenance

Assistant Utility Service Worker (80% of USW)	\$15.64
Electronic Technician	\$29.85
Equipment Dispatcher	\$25.80
Equipment Painter	\$29.85
Equipment Service Worker/Stores Driver	\$24.24
Equipment Service Worker	\$24.24
*Lead Electronic Technician	\$32.84
*Lead Equipment Painter	\$32.84
*Lead Equipment Service Worker	\$26.66
*Lead Maintenance Machinist	\$32.84
*Lead Mechanic	\$32.84
*Lead Purchasing Specialist	\$28.63
*Lead Sheet Metal Worker	\$32.84
*Lead Transit Parts Specialist	\$27.72
*Lead Vehicle Upholsterer	\$32.84
Maintenance Machinist	\$29.85
Mechanic	\$29.85
Mechanic Apprentice (5-step wage progression)	\$29.85
Metal Constructor	\$29.85

1	TITLE	
2	Millwright	\$29.85
3	Paint Preparation Technician (85% of Equipment Painter)	\$25.37
4	Purchasing Specialist	\$26.03
5	Purchasing Specialist NRV	\$26.03
6	Senior Stores Clerk	\$23.90
7	Sheet Metal Worker	\$29.85
8	Transit Parts Specialist	\$25.20
9	Utility Service Worker	\$19.55
10	Utility Service Worker (Driver \$0.70 above USW)	\$20.25
11	Utility Service Worker (Driver CDL \$1.00 above USW)	\$20.55
12	Vehicle Damage Estimator (10% above Sheet Metal	
13	Worker)	\$32.84
14	VM Technical Information Process Specialist III	\$23.90
15	VM Technical Information Process Specialist III Stores	\$23.90
16	Vehicle Upholsterer	\$29.85
17	<i>* 10% above non-lead positions</i>	
18	Facilities Maintenance	
19	Building Operating Engineer	\$29.85
20	Carpenter	\$29.85
21	Equipment Operator	\$26.18
22	Facilities Maintenance Trainee	\$23.54
23	Facilities Maintenance Worker	\$18.96
24	Grounds Specialist	\$25.22
25	*Lead Building Operating Engineer	\$32.84
26	*Lead Carpenter	\$32.84
27	*Lead Grounds Specialist	\$27.74
28	*Lead Maintenance Constructor	\$32.84

1	TITLE	
2	*Lead Maintenance Painter	\$32.84
3	*Lead Maintenance Signage Specialist	\$27.07
4	*Lead Radio Equipment Specialist	\$35.66
5	*Lead Transit Custodian	\$23.44
6	*Lead Utility Laborer	\$25.92
7	Maintenance Constructor	\$29.85
8	Maintenance Painter	\$29.85
9	Maintenance Signage Specialist	\$24.61
10	Purchasing Specialist	\$26.03
11	Radio Equipment Specialist	\$32.42
12	Transit Custodian I	\$19.34
13	Transit Custodian II	\$21.31
14	Transit Electronics Communication Technician	\$23.33
15	Utility Laborer	\$23.56
16	<i>*10% above non-lead position</i>	
17	Revenue Coordinators	
18	Revenue Coordinator	\$26.79
19	Special Classifications	
20	Accounting Technician I	\$20.50
21	Accounting Technician II	\$23.28
22	Clerk I	\$16.74
23	Clerk II	\$18.20
24	Clerk Typist II	\$18.20
25	Duplicating Equipment Operator	\$24.35
26	Information Distributor	\$21.60
27	Offset Press Operator	\$25.25
28	Operations Security Liaison	\$32.07

1	TITLE	
2	Senior Clerk	\$22.79
3	Supply Distributor	\$18.30
4	Transfer Room/Warehouse Worker	\$25.20
5	Sales and Customer Service	
6	*Assigned Rider Information Specialist	\$21.72
7	Assigned Customer Information Specialist	\$22.50
8	*Rider Information Specialist	\$21.72
9	Customer Information Specialist	\$22.50
10	*Senior Rider Information Specialist	\$23.85
11	Senior Customer Information Specialist	\$24.63
12	*Customer Assistance Representative (CAR)	\$21.72
13	Pass Sales Representative	\$22.50
14	*On Call Customer Assistance Representative	\$21.72
15	Assigned Pass Sales Representative	\$22.50
16	*Senior Accounting Representative (Pre Reorganization)	\$24.02
17	Senior Accounting Representative (Post Reorganization)	\$24.79
18	*Senior Customer Assistance Representative	\$23.85
19	*These positions are to be eliminated during the 1st	
20	year of the AGREEMENT	
21		
22	Supervisors	
23	*Base Dispatcher/Planner (when working the window)	\$34.51
24	Base Dispatcher/Planner (when working as utility or	
25	planner)	\$32.87
26	*Communications Coordinator	\$34.51
27	Schedule Maker	\$32.87
28	Service Supervisor	\$32.87

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TITLE	
Supervisor in Training (90% of Supervisor)	\$29.58
Transit Instructor	\$32.87
* 5% above Service Supervisor	
Schedule Section and OSS Coordinators	
OSS Coordinator	\$42.03
Scheduling Technical Information Processing Specialist III	\$23.90
Senior Schedule Planner	\$42.03
Transit Information Planner	\$33.81
Transit Schedule Planner	\$33.79

1 **EXHIBIT B – STATE AND CITY RETIREMENT PLANS**

2 Questions regarding State or City retirement should be directed to METRO’s Benefits and
3 Records Office or to the State or City retirement office. The addresses and telephone numbers are as
4 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
19 (206) 386-1292
20 www.seattle.gov/retirement