

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

Subject: Customer Complaints

~~—The Amalgamated Transit Union, Local 587, (“Union”) and King County Metro Transit (“Metro”) met and conferred in an effort to clarify the parties’ understanding of Metro’s complainant confidentiality policy and to reduce the number of unfair labor practice complaints and other issues related to the collective bargaining relationship. The parties, having bargained in good faith, have reached the following Agreement.~~

~~—1. Metro and the Union reaffirm their commitment to the long standing, reciprocal, non-disclosure policy with respect to customer complaints: Metro will not release operator names to customers, nor disclose names of customers to operators.~~

~~—2. Metro makes an exception to its non-disclosure policy in grievance situations, where the Union President/designee requests that Metro disclose the name and telephone number of the complainant. In this situation, Metro management facilitates contact between the complainant and Union.~~

~~—3. To facilitate contact between the complainant and Union, Metro management will contact the complainant and provide him or her with two options. The complainant may either: (a) consent to disclosure of his or her name and telephone number to the Union, or (b) agree to personally call the Union President/designee who has made the request. If the complainant consents to the disclosure of his or her name and telephone number to the Union, Metro shall provide that information to the Union President/designee. If the complainant agrees to call the Union President/designee, Metro shall provide the complainant with the Union President/designee’s name and telephone number.~~

~~4. In the event the complainant is reasonably determined by Metro to be vulnerable by reason of age or disability or some other reason, Metro may satisfy its obligation to provide the complainant's name or number by providing the name and telephone number of the complainant's parent or guardian.~~

~~5. In the event the complainant expresses to Metro a desire that his or her name or number be disclosed to the Union but not to the grievant, Metro shall provide the name and number to the Union President/designee, who shall not disclose the name to the grievant, and who shall obtain a confirmation of confidentiality from any person to whom he or she makes inquiry regarding the complainant.~~

~~6. Where the complainant does not agree to disclose his or her name to the Union and refuses to call or cooperate with the Union, Metro agrees not to offer, in future proceedings, statements made by the unavailable complainant, either through documents or the testimony of any Metro employee lacking personal knowledge of the events. The Union does not waive objection to statements of the unavailable complainant that may be offered through independent witnesses.~~

~~APPROVED~~ this _____ day of _____, 2007

By:

King County Executive

~~AMALGAMATED TRANSIT UNION~~

~~LOCAL 587~~

Lance F. Norton

President/Business Agent

Background:

1. On October 28, 1999, Metro and the Union executed a Memorandum of Agreement regarding the use of customer complaints in the discipline and arbitration process (“the 1999 MOA”).
2. The parties agree with the fundamental notions that Employees who are facing discipline have a right to confront their accusers, to be disciplined only for just cause, and to have due process rights to challenge unwarranted discipline. For that reason, among others, Metro will not discipline employees based on anonymous complaints or complaints that are unable to be substantiated.
3. The parties also agree that Employees have a fundamental obligation to treat the public that they serve with courtesy and respect and to provide safe transport.
4. The parties, having bargained in good faith, have reached the following agreement that affirms these two principles.

Agreement:

1. The 1999 MOA is replaced with this Agreement.
2. Metro and the Union reaffirm their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer complaints: Metro will not release operator names to customers, nor disclose names of customers to operators.

3. Metro makes an exception to its non-disclosure policy in grievance situations, where the Union President/designee requests that Metro disclose the name and telephone number of the complainant. In this situation, Metro management facilitates contact between the complainant and Union.
4. To facilitate contact between the complainant and Union, Metro management will contact the complainant and provide him or her with two options. The complainant may either: (a) consent to disclosure of his or her name and telephone number to the Union, or (b) agree to personally call the Union President/designee who has made the request. If the complainant consents to the disclosure of his or her name and telephone number to the Union, Metro shall provide that information to the Union President/designee. If the complainant agrees to call the Union President/designee, Metro shall provide the complainant with the Union President/designee's name and telephone number.
5. In the event the complainant is reasonably determined by Metro to be vulnerable by reason of age or disability or some other reason, Metro may satisfy its obligation to provide the complainant's name or number by providing the name and telephone number of the complainant's parent or guardian.
6. In the event the complainant expresses to Metro a desire that his or her name or number be disclosed to the Union but not to the grievant, Metro shall provide the name and number to the Union President/designee, who shall not disclose the name to the grievant, and who shall obtain a confirmation of confidentiality from any person to whom he or she makes inquiry regarding the complainant.
7. Where the complainant does not agree to disclose his name to the Union and refuses to call or cooperate with the Union, and the complainant is unwilling to testify, the federal

rules of evidence, as ruled upon by an arbitrator, shall govern the admissibility of customer complaints in arbitration hearings. The decision of one arbitrator with regard to the admissibility of customer complaints shall not be binding upon another arbitrator in another proceeding. The parties agree that the Arbitrator shall be informed that the complainant was unwilling to speak with the Union, and unwilling to testify. Nothing in this agreement restricts a party's right to request that the arbitrator issue a subpoena compelling the attendance of a complainant.

8. The parties agree that complaints which are found to have insufficient information to connect a complaint to an Operator or which are found to not involve misconduct on the Operator's part will not be included in their records and shall not be used in any proceeding against them.

9. The Union has requested and Metro has agreed to meet and discuss improvements in the customer complaint process after ratification of the agreement.

10. The parties agree that this Agreement shall be admissible in Arbitration.

APPROVED this _____ day of _____, 2007

By: _____
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587

Lance F. Norton
President/Business Agent