



Master Agreement

By and between

Central Puget Sound Regional Transit Authority

And

Amalgamated Transit Union

Local 758

LIGHT RAIL VEHICLE OPERATORS

October 1, 2017 – September 30, 2019



ARTICLE 1 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable state and federal laws. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state and federal laws are paramount and shall prevail.

ARTICLE 2 - SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or to a form acceptable to both portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions thereof shall remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidations to a form acceptable to both parties.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

The Employer/Provider hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees employed within the bargaining unit defined by the LIGHT RAIL VEHICLE OPERATOR classification in this agreement. The Employer will notify the Union of newly created job classifications that involve primarily the operation of Link Light Rail Vehicles at Tacoma Link during the term of this agreement. After conferring with the Union, if no agreement is reached regarding inclusion of a job classification in the bargaining unit, the dispute will be referred to the Public Employment Relations Commission pursuant to 41.56 RCW. If the job classification is to be included in the bargaining unit, the Employer will negotiate the wage rate and changes of working conditions.

ARTICLE 3A - RIGHTS OF MANAGEMENT

The management and direction of the workforce, including work assignments, determination of duties, the setting of performance standards and the development of work rules and policies to ensure the quality and efficiency of its operations and safety of employees and the public, shall be vested exclusively in Sound Transit, except as limited by the express language of this agreement and by any practice mutually established by the parties.

ARTICLE 4 - UNION MEMBER SHIP AND DUES

A. It shall be a condition of employment that all employees of the Employer covered by

this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge to the Union as a contribution towards the administration of this Agreement; provided, that objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed.

Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative for which such employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

- B. It shall be the responsibility of the Union to provide all disclosures required by law concerning service fees.
- C. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) days' notification of the Union's intent to initiate discharge action. During this period the employee may make restitution in the amount that is overdue.
- D. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees, regular monthly dues, and assessments uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a standard form approved by the Employer and may be revoked by the employee upon request and the Union so notified.

The performance of this function is recognized as a service to the Union by the Employer.

- E. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, a contribution to the Committee on Political Education (COPE). The amount deducted shall be transmitted monthly to the COPE, 5025 Wisconsin Avenue, NW, Washington, DC 20016. Authorization by the employee shall be on

a standard form subject to an approval by the Employer, and may be revoked by the employee upon request. The performance of this function by the Employer is recognized as a service to the Union.

- F. The Union agrees that the Employer shall not terminate the employment of any employee under the provisions of this Article until written notification is received from the Union that an employee has failed to pay the required dues or services charge or provide proof of an alternative payment based on religious tenets as provided hereinabove. The Employer agrees that the Union will be notified of any termination at the time of termination of an employee will also notify the Union of the hire of any new employee covered by this Agreement within three (3) working days after hire, if possible.
- G. New employees subject to the terms of this Agreement shall be required to read, date and sign a document setting forth the provisions of the Union security clause of this collective bargaining agreement.
- H. The Union shall indemnify and save the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 - UNION ACTIVITIES

- A. **Visitation and Conduct of Union Business:** Authorized representatives of the Union may, after notifying the Department manager or delegate, visit the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.
- B. The Union shall provide the Employer, in writing, with the names of the representatives whom, in addition to the Union President-Business Agent and Vice President-Assistant Business Agent, are authorized to resolve grievances.
- C. **Nondiscrimination:** A member of the Union acting in any official capacity whatsoever shall not be discriminated against for lawful acts as such officer of the Union.
- D. **Union Bulletin Boards:** The Employer shall provide one Union bulletin board in the following location: Operations and Maintenance facility and other such locations as agreed to by the parties. Postings by the Union and its members shall be confined to

such boards and shall be limited to the official business of the Union.

- E. **Leave for Business Representative:** Human Resources will approve granting of leave without pay and without loss of continued accrual of seniority for any employee who is a member of the Union in good standing and who the Union may desire to have act as its Business Representative or other Union official locally engaged in the business of the Union. For pension continuation purposes only, such a leave may be designated as paid leave when agreement is made in cases where the Employer is reimbursed monthly by the Union for salary, retirement contributions, and any other related costs incurred by the Employer. (Subject to substantial increase in workforce)
- F. **Union Leave of Absence: Time off with pay to attend the following meetings,** will be granted to authorized representatives of the Union.
 - 1. When attending Union/Employer meetings when such meetings are called at the request of the Employer or its duly authorized representative.
 - 2. In the case of working condition or benefits package negotiations, when such negotiations are carried on with the Employer.
 - 3. Five (5) days' notice will be given by the Union before leave for such Union business is taken, unless waived by the Employer.
 - 4. Such meetings as referred to in paragraphs 1. and 2. shall not exceed 40 hours in any one calendar year.
- G. **Union Business Relief:** An employee relieved from work for Union business shall not be penalized more than the time lost at the straight time rate.
- H. **Union Officials Leave of Absence:** The Vice President, Financial Secretary/Treasurer and Recording Secretary will be granted, with 24 hours notice, time off work to conduct the business of the Union relating to this agreement. (Subject to substantial increase in workforce)

ARTICLE 6 - WORK STOPPAGES

- A. The Union and the Employer agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective.
- B. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to

take appropriate steps to end such interference. It is further agreed the employer shall not lock out its employees during the term of this agreement.

ARTICLE 7 - NONDISCRIMINATION

- A. The Union and Management agree to work cooperatively to ensure the achievement of the principles of non-discrimination. Further, it is mutually agreed that there shall be no discrimination based on Union membership or Union activity.
- B. The term "**Employee**," as used in this Agreement, includes both male and female employees. Contract language has been written as gender neutral whenever possible.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.
- B. A "Grievance," as is used in this Agreement, means a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of this Agreement including a disciplinary action. Grievances shall be processed in accordance with the following procedures within the stated time limits. The Union and the Employer shall, upon mutual agreement, invoke the expedited arbitration procedures per the Federal Mediation Conciliation Service (FMCS).
- C. The Union must notify Sound Transit within ten (10) business days after the Union's President or their representative have knowledge of the facts giving rise to said grievance in the following manner:

STEP 1: Submit the grievance to the Tacoma Link management representative in writing. Tacoma Link management will answer within five (5) business days in writing after hearing the grievance. First step grievances will be held at the employee's current work location. If no mutually satisfactory adjustment can be reached, then

STEP 2: Within ten (10) business days the Union shall notify the next manager in the Operations Department chain of command in writing. The manager will forward a copy to Human Resources. The manager will answer same in writing within seven (7) business days after hearing the

grievance. Discharge answers will be given in writing within five (5) business days. If no mutually satisfactory adjustment can be reached, then

STEP 3: Within ten (10) business days the Union shall notify the Executive Director of Operations or his/her designee in writing. The Executive Director will forward a copy to Human Resources. The Executive Director of Operations or designee will answer in writing within seven (7) business days after meeting. Discharge answers will be given in writing within five (5) business days of the meeting. In the event the grievance remains unresolved, the grievance may be appealed to arbitration by so notifying Human Resources in writing by registered or certified mail. Such notification must be received by Human Resources no later than ten (10) business days after receipt by the Union of the Executive Director's decision.

D. Arbitration Procedure:

Employer and the Union agree to attend a pre-arbitration conference not later than fourteen (14) business days before each scheduled arbitration. The purpose of such conference shall be to discuss and narrow issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

1. In the event that any grievance, dispute, or controversy, including disciplinary action, cannot be amicably adjusted in accordance with the provision of the grievance procedures defined in Section C of this Article, it may be submitted to arbitration. Either party shall give notice of its intention to arbitrate as required in the applicable step. A list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Both parties shall meet and each shall strike a name, until one (1) arbitrator is selected.
2. The Union and the Employer both agree that the submission of a case to arbitration shall be based on the original written grievance submitted following the grievance procedure in Section C of this Article, and shall contain the nature of the grievance; act or acts grieved; date of occurrence; actual work performed; identity of employee or employees who claim to be aggrieved; provisions, if any, of this Agreement that the Employer has violated; and remedy sought.
3. Unless agreed upon in writing by both parties prior to the scheduling of the Arbitration, no more than one (1) grievance, dispute, or controversy shall be submitted before the same Arbitrator at one (1) hearing.

4. Upon mutual consent of the parties, an important grievance, dispute, or controversy may be severed from the other matters so as not to be heard at the same arbitration session or by the same Arbitrator. The Arbitrator shall determine whether good cause has been shown.
5. The Arbitrator shall settle or decide an issue or grievance submitted for arbitration within thirty (30) calendar days from the date on which the arbitration hearing closed.
6. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives.
7. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement, to limit or impair any common law right of the Employer, or to establish or change any wage or rate of pay contrary to the terms of this Agreement. In case of non-disciplinary arbitration, the power and authority of the Arbitrator shall be to hear and decide each nondisciplinary dispute and shall be limited to determining the meaning and interpretation of the terms of this Agreement as herein set forth. The decision of the arbitrator within these stated limits shall be final and binding on both parties and shall be in accordance with the laws of the state of Washington and the federal laws. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other.
8. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement.
9. The expense of the impartial arbitrator shall be borne equally by the parties. Each party shall bear the cost of preparing its own case, including attorney's fees and expenses, regardless of the outcome.
10. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

11. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than one hundred eighty (180) business days prior to the date when such grievance shall have first been presented.
- E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employer or employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance, and a ruling in favor of the non-violating party.

ARTICLE 9 - EXPEDITED ARBITRATION

- a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance.
- b) The hearing shall be informal.
- c) No briefs will be filed.
- d) There will be no formal rules of evidence.
- e) Each party will have one (1) hour to present its case and one-half (1/2) hour for cross- examination and rebuttal. Each case will be completed within three (3) hours or less
- g) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event shall render a decision within forty-eight (48) hours after the conclusion of the hearing.
- h) The arbitrator's decision shall be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.
- i) The arbitrator's decision shall be final and binding upon the parties. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.

- j) No decision by an arbitrator in this expedited process shall be deemed to establish practice or any precedent for future proceedings.
- k) The fees of the arbitrator shall be borne equally by both parties.

ARTICLE 10 - MEDICAL ARBITRATION

- A. All employees may be required by the appointing authority with the approval of Human Resources to undergo for cause medical examinations to determine their physical and mental fitness to perform the work of the classification in which they are employed. Such for cause medical examinations shall be at no expense to the employee.
- B. Determination of physical or mental fitness will be by a physician designated by Human Resources. The physician will be provided a description of the work to be performed and its physical parameters.
- C. When an employee shall be reported by the examining physician to be physically or mentally unfit to perform work in the position in which the employee is employed, such employee shall have a period of three (3) working days from the date of their notification of such determination by the examining physician to indicate in writing to Human Resources their intention to submit the question of their physical or mental unfitness to a physician of their own choice at their own expense. This physician shall also be provided a description of the work to be performed and its physical parameters, as well as documentation outlining the Employer's concerns related to fitness for duty. The report of such examination shall be provided to Human Resources not later than twenty (20) working days from the receipt of notification of unfitness by the employee.
- D. In the event of differing medical opinions, the Employer and Union will forward such reports to a mutually agreed upon third party Physician whose assessment shall be final and binding. If the Employer demotes, suspends without pay or discharges the employee because of the results of the examination, such action shall be subject to the grievance procedure.

ARTICLE 11 - PROBATIONARY EMPLOYMENT

- A. New Light Rail Vehicle Operators shall be subject to a six (6) month probationary period provided that the Employer may extend such probation after consultation and agreement with the Union. Health and Welfare benefits will go into effect the first day of the month following the hire date.
- B. Probationary employees shall not be considered regular employees, and their retention as employees shall be strictly within the discretion of the Employer. Such

employees shall not have recourse to the grievance procedure with regard to disciplinary actions including discharge.

ARTICLE 12 - DISCIPLINE AND DISCHARGE FOR CAUSE

- A. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. Discipline and Discharge shall be defined to include the concepts of just cause and progressive discipline. Supervisors are encouraged to verbally coach and counsel employees prior to initiating formal discipline. To that Sound Transit will use a uniform system of progressive discipline which, in order of increasing severity, normally includes, but not limited to:
- a. Verbal warning;
 - b. Written Reprimand
 - c. Suspension without pay;
 - d. Termination
- B. The disciplinary action taken depends upon the seriousness of the employee's offence. A performance improvement plan may be included in any of the first three progressive discipline steps.

In some instances employees may be placed on paid administrative leave until an investigation is completed and a decision is made. Paid administrative leave will not be considered to be a disciplinary action.

A copy of all written disciplinary notices shall be provided to the employee and the Union before such material is placed in their personnel file. The employee shall be requested to sign the notice to acknowledge receipt but not necessarily agree with its contents. All disciplinary actions shall be subject to the grievance procedures of this agreement.

An employee shall have the right to request the attendance of a Union Representative at an investigatory meeting which may lead to disciplinary action or at disciplinary meetings. An employee is entitled to reasons for the disciplinary action.

- C. If the Employer believes a situation exists requiring the immediate termination or removal from the job site of an employee, the hiring authority should carefully document the reasons for such a decision. Grounds for immediate dismissal shall be:

1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the Employer's premises, or arriving on the job under the influence of intoxicating beverages or drugs.
2. Misuse of drugs.
3. Dishonesty or mishandling of Employer revenues.
4. Insubordination.
5. Striking or abusing a supervisor, customer or fellow employee.
6. Theft or vandalism of Agency property
7. Gross misconduct
8. Gross negligence

ARTICLE 13 - SENIORITY

A. The following types of seniority are recognized:

1. Agency seniority, which is the length of continuous employment of an employee with the Employer commencing on the employee's last date of hire.
2. Classification seniority, which is the length of aggregate employment of an employee within a classification to which he/she has been regularly appointed and commencing on the date on which the employee is appointed to a regular position.
 - a. Employees who are promoted to a classification not included in the bargaining unit shall have their seniority frozen and will lose said seniority at the conclusion of six (6) months (to include the probationary period). However an employee may return to his/her original bargaining unit position prior to the conclusion of the six (6) month period and shall suffer no loss of seniority.

ARTICLE 14 - LAY OFF & RECALL

A. **Lay off:**

1. In determining which employees in the affected classification(s) will be laid off, the principle of seniority shall apply. Employees who are designated to be laid off shall be given ninety (90) business days notice, or as much advance notice as possible, prior to the effective date of the lay off.
2. Seniority for benefits purposes shall not accrue during lay off, but seniority for job bidding purposes shall continue to accrue during lay off.

B. Recall:

1. Employees shall be recalled in the reverse order of lay off as provided in section A. above.
2. Notice of recall shall be sent to employees at their last known address by registered or certified mail. It is the employee's responsibility to keep the Employer informed of his/her current address.
3. Recall rights of any employee shall expire twenty-four (24) months from the date of lay off.

ARTICLE 15 - INSURANCE AND OTHER BENEFITS

The Agency has complete authority to choose and change the providers of the health care, dental, vision, short term and long term disability, life insurance, transportation, and other benefits that may be offered so long as the level of benefits remains substantially the same as offered to all other ST employees.

In addition to benefits offered other ST employees, the employer shall pay a principal sum of \$75,000.00 for injuries resulting in death, dismemberment or permanent disability to an eligible employee who is feloniously attacked in the course and scope of employment. This payment would be in addition to benefits to which the employee would be entitled to under the workers compensation laws of the State.

Personal Property Loss: Employees must report robberies, thefts or assaults occurring on the job to the Police/Sheriff (as appropriate); reimbursement will be made only for the following items at the rates listed:

<u>Item</u>	<u>Maximum</u>
Watch	\$ 75.00
Wallet/Purse/Fanny Pack/Carry Bag	\$ 75.00
Cell Phone	\$150.00
Eye Glasses	\$200.00

Over the course of the contract years, additional changes in employee out of pocket costs will apply to all ST employees, including those covered in this contract

The Union will appoint a representative to the Agency Wellness Committee to help with development of long term cost containment strategies.

ARTICLE 16 – RETIREMENT PLANS

The Agency has complete authority to choose and change the record keepers of the 401A Retirement Plan and the 457 Deferred Compensation Plan so long as the level of

benefits remain substantially the same as those offered to all ST employees, including those covered under this contract.

ARTICLE 17 – OVERTIME

1. Overtime compensation will be in the form of pay and not compensatory time off.
2. LRV Operators will receive overtime pay at the rate of one and one-half times the employee's regular hourly rate for all **paid time** in excess of **8 hours in a day and 40 hours in any given workweek**.
3. Hours paid for time off for vacation or holiday will be deemed as hours worked for purposes of overtime calculations.
4. **Call-back:** A minimum of **two (2) hours** shall be paid for overtime by reason of call-back when required to report by the employer for work in excess of eight (8) hours in a day or forty (40) hours in an established work week.
5. **Holiday Coverage** – If no LRV operators volunteer or accept holiday overtime assignment, it shall be assigned in reverse seniority of the operators who are normally scheduled to work the day on which the holiday occurs. Holiday sign-up sheets will be posted no later than 7 days in advance of the holiday.
6. **Urgent and/or Emergency Situation(s)** – In the case of an urgent and/or emergency situation(s), if no LRV operator is available Sound Transit retains the right to fill vacancies with any qualified operator. An LRV operator who works overtime during an urgent and/or emergency situation will have his/her hours limited to enable the employee to have ten (10) hours of rest period between shifts.
7. **Overtime Assignments** – In the event of preplanned or overtime open work, the Employer shall make a reasonable attempt to contact by seniority the most senior Operator available to perform the work such as sick days, personal appointment time, guaranteed vacations and special event coverage. Once an overtime assignment has been accepted by an operator, the operator cannot cancel the assignment without authorization from the supervisor.

Overtime shall be awarded by seniority in eight (8) or more hour blocks. If no operator volunteers for overtime, it may be broken into smaller hour blocks if approved by management before work is assigned in reverse seniority to the lowest available operator. The least senior employee if forced to work via reverse seniority shall be exempt from the next forced overtime assignment, and the work assigned to the "next" least senior employee until the forced overtime assignment is completed by the most senior employee. The forced overtime will

then start at the least senior employee again. Special event signup sheets will be posted as soon as practical.

ARTICLE 18 - VACATION

1. Vacation sign-up shall be by seniority and conducted by the Union. Picks are to be completed by the month of December for next year's usage. These weeks shall be guaranteed. Only one employee can be authorized to be out at any given time, unless approved by management.
2. The employer shall maintain an adequate number of employees so as to not adversely affect employee vacation time as signed by seniority.
3. Light Rail Vehicle Operators shall earn vacation days base on the following schedule:
 - 0-5 years of service 15 days earned at 4.62 hours per pay period
 - After 5 years of service 20 days earned at 6.15 hours per pay period
 - After 10 years of service 22 days earned at 6.77 hours per pay period
 - After 15 years of service 24 days earned at 7.38 hours per pay period
 - After 20 years of service 25 days earned at 7.69 hours per pay period
4. The vacation leave balance shall not exceed 400 hours. Balances of over 400 hours will result in the loss of any additional accrued hours.
5. Sound Transit will respond in a timely manner to all additional vacation day requests above and beyond the annual vacation sign up. Requests will be considered such that approval will least interfere with the function of the rail system. Final notification will be provided depending on availability of volunteers to cover shift(s).
6. Eligible employees can request vacation pay out as established in ST's Vacation Policy.

ARTICLE 19 - HOLIDAY PAY

The Employer will grant paid time off to all employees on the holidays listed below:

New Year's Day (January 1)

Martin Luther King Jr. Day (third Monday in January)

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving (fourth Thursday in November)

Day after Thanksgiving

Christmas (December 25)

1. Each listed holiday shall be observed once each calendar year on the date established by State or Federal Law, or if there is no such law, on the date established by Sound Transit.
2. LRV operators will observe holidays on the actual holiday.
3. To be eligible for holiday pay, employees must be on paid status the last scheduled workday immediately preceding and the first scheduled day immediately following the observed holiday.
4. Employees eligible for holiday pay who are scheduled to work on a holiday and unable to work because of illness or injury, shall be paid only holiday pay.

ARTICLE 20 - JURY AND WITNESS DUTY

1. Sound Transit encourages employees to exercise their civic responsibilities by performing jury duty service when called.
2. Any employee shall be paid his/ her regular pay rate while on jury duty or under subpoena on behalf of the state or any political subdivision thereof.
3. Witness and jury duty fees will be automatically subtracted from the employee's pay when the summons or subpoena is attached to the employee's timesheet.
4. An employee excused from juror service during the course of a normal work day shall notify their supervisor that they have been so excused and shall report to work for the balance of the normal work shift, if so directed and it is safe to do so.
 - a. Upon receipt of an official notice to serve on jury duty or as a witness, the employee should immediately notify the supervisor and make appropriate arrangements to be away from normal job duties.

- b. While on jury duty, the employee should complete a timesheet using the jury duty code for the days on jury duty and submit a copy of the summons with the timesheet.
- c. While under subpoena on behalf of the State of Washington or any political subdivision thereof, the employee should complete a timesheet using the jury duty code for the days missed and submit a copy of the subpoena and a letter from the Courts documenting the number of days actually serviced with the timesheet.
- d. When serving as a witness for a non-governmental related issue, the employee shall suffer no penalties or loss of benefits.
- e. The employee must submit a court pay stub and signed document from the court to the Employer for time served.

ARTICLE 21 - SICK LEAVE

1. Sick leave is accrued from the date of entering service with Sound Transit. It is earned at the rate of .046 hours for each hour on regular pay status up to 40 hours per week. Employees can use accumulated sick leave after 30 calendar days of employment.
2. Sick leave compensation is granted when the employee is required to be absent from work due to:
 - a. A personal injury, illness or medical disability incapacitating the employee from the performance of duty; medical or dental appointment; disability of the employee due to pregnancy and/ or childbirth.
 - b. An illness, injury, or medical or dental appointment of an employee's family member when the absence of the employee from work is required, or when such absence is recommended by a health care professional.
 - c. Bereavement Leave shall be in accordance with the Sound Transit Bereavement Leave Policy.
3. Upon termination of employment or death of an employee, the following policies apply:
 - a. Employees Hired Prior to December 31, 2003: Regular employees who terminate from Sound Transit for any reason other than death or retirement shall be compensated for fifty percent (50%) of his/ her sick leave up to a maximum of 60 days of pay (50% of 120 days). Employees

who retire will be compensated for fifty percent (50%) of the total sick leave accrued balance at the time of retirement

- b. Employees Hired After January 1, 2004: Regular employees who terminate from Sound Transit for any reason other than death or retirement shall be compensated for twenty-five (25%) of his/ her accrued sick leave up to a maximum of 60 days or (25% of 240 days). Employees who retire will be compensated for twenty-five percent (25%) of the total sick leave accrued balance at the time of retirement.
- c. Regardless of the date of employment, upon the death of an employee, fifty percent (50%) of such employee's accrued sick leave shall be paid to his/ her designated beneficiary.

Sick Leave Procedures:

1. Hourly employees shall make claims for sick leave in hourly increments, rounded to the nearest full hour.
2. Employees and their family members are expected to seek medical treatment and to take other precautions as necessary to hasten the employee's return to work.
3. An employee must provide a report from his/her health care professional for all sick leave claims of more than five (5) consecutive workdays or for each absence if requested by the hiring authority.
4. A manager may authorize leave without pay for up to five consecutive work days should an employee exhaust his/ her sick leave as long as medical documentation from a health care professional has been provided.

ARTICLE 22 - PERSONAL LEAVE FOR MEDICAL REASONS (NON-FMLA)

In situations where paid sick leave is not available, eligible employees may request an unpaid medical leave of absence. Unpaid medical leave is discretionary and will not be granted until all available paid leave, i.e., sick leave and vacation, is exhausted. **Such leave need not be limited to one year**, but the Employer or Human Resources or delegate from time to time may require that the employee submit medical documentation from the health care professional. The Employer may require second or third opinions, at the Employer's expense approval of these leaves is discretionary, unless otherwise required by law.

ARTICLE 23 - PERSONAL LEAVE FOR OTHER THAN MEDICAL REASONS

You may request an unpaid Personal Leave for other than medical reasons. Unpaid Personal Leave is available after your vacation balance is exhausted. **Such leave need not be limited to one year**, however Personal Leaves are discretionary and are approved on a case by case basis. Personal Leave is not normally approved for another job opportunity, except as noted in policy, when it is in the best interest of both Sound transit and the Public.

ARTICLE 24 - BEREAVEMENT LEAVE

Employees are eligible for three (3) days off with pay in the event of the death in their immediate family. Bereavement leave for persons other than those listed as immediate family in the Sound Transit Employee book, may be granted by the employee's department director on an exception basis.

1. Sick leave is authorized for additional time off requested due to the death of a close relative, the combination of both not to exceed then (10) days for any one instance. Any additional time would be charged to vacation until the balance is exhausted and then to unpaid leave of absence.
2. Employees may be authorized to use up to five (5) days of sick leave in the event of the death of a relative other than immediate family. Any additional time would be charged to vacation.

ARTICLE 25 - PERSONAL APPOINTMENTS

1. LRV Operators, with 48 hours' notice and management approval, may use up to twelve (12) hours annually for personal appointments. Examples of appropriate use of personal appointments include attending school conferences, real estate or home related business, etc. These hours must be used during a given calendar year and cannot be carried over.
2. Appointment time can be taken in hourly increments. It may not be taken in increments longer than four (4) hours. Anything beyond this length must be taken using other available leave.
3. If overtime is required to cover the time off, provisions of Article 17.7 apply to fill Personal Appointment Time shift absences.

ARTICLE 26 - WORKDAY AND OVERTIME COMPENSATION

1. Overtime compensation will be in the form of pay and not compensatory time off.

2. A minimum of eight (8) hours shall constitute a work day for an LRV Operator
3. A minimum of forty (40) hours shall constitute a work week
4. A regular run is a full-time assignment generally requiring eight (8) hours of paid time.
5. **Guarantee pay** shall be compensation paid to a LRV Operator to bring the pay for a regular run up to eight (8) hours.
6. LRV Operators will receive overtime compensation at the rate of one and one-half times the employee's regular hourly rate of pay for all hours paid in excess of eight (8) hours in a day and forty (40) hours in a workweek.
7. Hours paid for time off for vacation or personal appointments will be deemed as hours worked for purposes of overtime calculations.
8. **Call-back:** Two (2) hours pay shall be paid for overtime by reason of **call-back** when required by the Employer to work in excess of eight (8) hours in a workday and forty (40) hours in a workweek.
9. Employees may occasionally request to trade work shifts with other employees for personal reasons provided that it is:
 - a. Within the same classification
 - b. Within the same pay period
 - c. The cost to Sound Transit is neutral

The employees shall obtain their supervisors permission prior to the trade. Trading shifts will not be subject to seniority.

ARTICLE 27 - GENERAL WORKING CONDITIONS

1. A Regular **Full-time Operator** shall have a guaranteed minimum eight (8) hour work day and a guaranteed minimum forty (40) hour workweek.
2. **Break/Meal/Rest Periods:** The Employer must adhere to all State and Federal regulations in regards to meal and rest periods.
3. **Uniforms:** The Employer shall provide uniforms at no expense to the Operators. In addition, during inclement winter weather, Operators may be allowed the wearing of agency approved accessories (caps, scarves, or sweaters, etc.) to facilitate the health and well-being of the Operator(s).

Upon hire Sound Transit will provide new Operators with 4 trousers, 3 white shirts, 1 woven cotton shirt SS, 2 woven cotton shirt LS, 1 polo shirt, 1 turtleneck LS, 1 baseball cap, 1 fleece vest, 1 cardigan sweater zip up, 1 winter coat, and 1 pair of Oxford plain toe shoes. Thereafter, Sound Transit will provide an allowance of \$300.00 per calendar year for replacement of Sound Transit approved uniforms and accessories. Employees may carry over unused allowances into the next calendar year to a maximum balance of \$500.00.

Employees have the responsibility to take reasonable and proper care of uniforms and accessories and will be responsible for the replacement of uniforms and accessories that are lost and abused.

5. **Lapel Pins:** Operators shall be allowed to wear ATU Local 758 lapel pins. (single pin, size of a quarter or less)

ARTICLE 28 – WAGES AND OTHER COMPENSATION

1. **Training Pay:** LRV operators when required to train new operators shall be paid training pay at an additional \$2.00 per hour, with a minimum two (2) hours for each Operator trainee session. Sound Transit will endeavor to make operator trainee sessions for eight (8) hours whenever possible.

ARTICLE 29 - SYSTEM BID/SCHEDULING

1. There shall be a maximum of four shake-ups/bids in each calendar year and shall be conducted by the union.
2. All regular runs shall be declared vacant at that time and Regular Operators shall be entitled to select runs in accordance with their seniority. Runs will be posted no later than fourteen (14) calendar days prior to signing. Operators will be given two (2) days to sign for a run before it is passed to the next operator on the seniority list.
3. **Straight Runs:** The employer shall endeavor to make as many straight runs as possible, and at anytime the employer can be shown to make better runs it shall do so. **There shall be no three piece runs.**
4. Operators shall not report less than a minimum of ten (10) hours between shifts.
5. **Days Off:** All LRV Operators will receive two (2) consecutive days off.

ARTICLE 30 – SURVEILLANCE OF EMPLOYEES

Random or indiscriminate surveillance of employees will not be made by means of recording equipment and/or cameras without advance consent from the President/ Business Agent of the Union, unless such surveillance is for the safety and security of the public or the security of Sound Transit employees, vehicles and/or equipment. No employee will be disciplined for work conduct observed on a security surveillance system or camera, except for conduct constituting an infraction as listed in the Operator's Standard Operating Procedures (SOP) Handbook, Employee Handbook, Rule Book, or Discipline and Discharge Section C.

ARTICLE 31 – WAGE PROGRESSION

<u>Effective 10/01/17</u>	<u>Effective 10/01/18</u>
Start rate – 22.59	Start rate – 23.27
12 months – 24.22	12 months – 24.95
24 months – 25.17	24 months – 25.93
36 months – 26.19	36 months – 26.98
48 months – 27.23	48 months – 28.05
60 months – 28.33	60 months – 29.19
72 months – 29.45	72 months – 30.23
84 months – 30.63	84 months – 31.55

In line with the agency goal to attract and retain qualified employees, during the course of this agreement management retains the right to make market adjustments at any time based on economic outlook, inflation, or other changes in the local market. Market adjustments may occur when an employee's pay is below his/her market rate for the job classification. The market rate is a competitive base rate that employers in the job market are paying at a given point in time to have a specific job performed. The Employer has complete discretion to define and determine the 'market rate'.

Over the course of this contract Rail Operators at the top of the scale will receive a \$2,000 retention award on the date of their anniversary with the agency.

ARTICLE 32 – TERMINATION

Term of Agreement: This agreement shall remain in full force and effect from October 1, 2017 through September 30, 2019 provided however, that this agreement shall be subject to change or modification as may be mutually agreed by the parties hereto. It is the intent of the parties to this agreement that negotiations for change or modification shall begin at least ninety (90) days, and in no event later than sixty (60) days prior to the termination of this agreement.

