

AGREEMENT
by and between
SOUND TRANSIT

and

IBEW LOCAL UNION 46

July 1, 2020 through December 31, 2023

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These articles constitute an agreement, the terms of which have been negotiated in good faith between Sound Transit (Employer) and the International Brotherhood of Electrical Workers Local Union 46 (Union). This agreement shall be subject to approval by the Sound Transit Board.

ARTICLE 1: PURPOSE

1.1 The purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees through their Union. The Articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

ARTICLE 2: NON-DISCRIMINATION

2.1 The Employer and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, religious affiliation, gender identity, gender expression, disability, protected veteran status, union affiliation, or any other legally protected status. The Union will provide full support to the Agency's commitment to anti-harassment and anti-discrimination goals and policies.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 **Recognition** – The Employer recognizes the Union as the exclusive bargaining representative of all appointed, regular full time, regular part-time, probationary, and temporary employees whose job classifications are Facilities Specialist and Senior Facilities Specialist performing work covered by these classifications for Sound Transit.

3.2 **Dues and Fees** – All employees working in the bargaining unit shall have the right to

become Union members upon hire. Where appropriate Sound Transit will refer questions from employees about Union membership and this Article directly to the Union.

3.3 Payroll Deduction – Upon receipt of written authorization individually signed by an employee, the Employer will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.

3.4 Indemnification – The Union will indemnify and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

3.5 Notice of Recognition – The Employer will require all new employees hired, transferred, or promoted into a position included in the bargaining unit to sign a form which will inform them of the Union’s exclusive recognition. One (1) copy of the form will be retained by the Employer, one (1) copy will be given to the employee and the original will be sent to the Union. The Employer will notify the Union when an employee leaves the bargaining unit.

ARTICLE 4: UNION ACTIVITIES

4.1 Work Location Visits – Authorized representatives of the Union may, after notifying Sound Transit management at least 24 hours in advance, visit the work location of employees covered by this Agreement at a reasonable time and for a reasonable amount of time during work hours for the purpose of contract administration. The representative must abide by safety rules and regulations and should not interfere or interrupt work being performed.

4.2 Nondiscrimination – A member of the Union acting in any official capacity whatsoever shall not be discriminated against for lawful acts as a member or agent of the Union.

4.3 Official Union Leave Time – Time off up to forty (40) hours per year with pay to attend the following meetings will be granted to the authorized employee representative (Steward) of the Union. Five days notice normally will be given by the employee and/or Union to the Employer prior to the meeting, unless waived by the Employer.

4.3.1 Attending Union/Employer meetings necessary for contract administration.

4.3.2 To attend employee investigation meetings, Loudermill meetings, grievance and arbitration meetings, labor management partnership meetings, or other

meetings requested by the Employer.

The Employer agrees to review the number of actual hours used by the Steward of the Union for the first year of the contract. At that time the Employer and Union may review this issue. The Employer will allow paid time off for the authorized employee representative of the Union to attend official contract negotiations between the Union and the Employer provided they occur during the normal work shift. Contract negotiations hours are not included in the forty (40) hour yearly time allotment for Stewards.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 General – The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

5.2 Rights Enumerated – The management of the Employer's business and the direction of the workforce is vested exclusively in the Employer, subject to the terms of this Agreement. Such rights include, but are not limited to, the right to schedule, staff, and direct the work force; to assign the work to be performed and the job location; to determine how many employees are necessary, and how they will be organized; to introduce any improved or new methods or equipment in order to improve efficiency or to reduce costs; to relieve or layoff employees; to suspend, demote, discharge or take other disciplinary action for just cause as it becomes necessary or appropriate; to make all decisions related to the procurement of goods and services, which may include the assignment of work to private vendors, nonprofit corporations, or other entities, provided such assignment of work currently performed by unit employees shall not result in the direct layoff of any current employee; and to take action as it deems necessary in emergencies. All rules, policies, and standards currently in place on the effective date of this Agreement and as may be modified by the Employer during the term of this Agreement shall apply to the employees covered herein to the extent not in conflict with this Agreement. The Employer agrees to notify the union of any changes within 30 days before any modifications are adopted.

ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY

6.1 Classifications – The classifications of employees covered by this Agreement are Facilities Specialist, Senior Facilities Specialist and Electrician.

6.2 Rates of Pay – Sound Transit will establish ranges for Facilities Specialists, and Senior Facilities Specialists, and Electricians based on local market data for comparable positions. The starting salary for new employees will be 90% of the mid-point of the established range (or MRP/ Market Reference Point), market supported at 3.5% for 2020, 2021, and 2022 as shown below:

	Facilities Specialists (MRP)	Senior Facilities Specialists (MRP)	Electrician (MRP)
2020 MRP Rate	\$30.00 per hour	\$38.00 per hour	\$43.00 per hour
2021 MRP Rate	\$31.05 per hour	\$39.33 per hour	\$44.51 per hour
2022 MRP Rate	\$32.14 per hour	\$40.71 per hour	\$46.06 per hour

On July 1, 2020 Facilities Specialists and Senior Facilities Specialists hired **before** January 1, 2020 will receive a one-time wage adjustment to bring their hourly wage to 95% of the 2020 MRP rate shown above unless their current rate is higher. On July 1, 2020 Facilities Specialists and Senior Facilities Specialists hired **after** January 1, 2020 will have their hourly pay rate adjusted to 90% of the 2020 MRP rate shown above unless their current rate is higher. Sound Transit reserves the right to offer a salary above the established starting rate based on a candidate’s previous experience and skills and in line with internal equity principles but not higher than the MRP for the established range.

Over the course of this contract represented employees will receive an annual increase of 3.5%, on the contract effective date starting on July 1, 2020 and annually thereafter for the duration of this contract.

The represented employees will also receive a lump sum payment of \$3500 on the contract effective date and annually thereafter for the duration of this contract. New employees with less than 12 months of service will receive a pro-rated amount based on their anniversary date or initial hire date.

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. Upward 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 discretion to define and determine the 'market rate.'

6.3 Probationary Employee – Newly hired Facilities Specialists and/or Senior Facilities Specialists shall be subject to a six (6) month probationary period, provided that the Employer may extend such probationary period up to twelve (12) months after consultation and agreement with the Union.

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 for disciplinary actions by the Employer including discharge. Probationary employees shall have recourse to the grievance procedure regarding other concerns.

Probationary employees Health and Welfare benefits will go into effect on the first day of the month following their hire date. Probationary employee begin to accrue vacation days and sick days from their date of hire and are eligible for paid holiday from their date of hire.

6.4 Footwear and Clothing Allowance – Sound Transit will provide a stipend each year in January to each employee covered under this agreement to purchase footwear. Sound Transit will also provide a stipend each year in January to each employee covered under this agreement to purchase work related clothing. The stipends will progress as follows:

	Footwear	Work related clothing
January 2021	\$225	\$200
January 2022	\$250	\$225
January 2023	\$275	\$250

Sound Transit will continue to provide tools, standard issue safety vests, raingear, and all personal protective equipment as currently provided.

6.5 Performance Management – Employees will be evaluated at least annually using the current forms and assessment tools established for all employees. The forms will not be related to compensation decisions. It will be used as a job performance and communication tool. Performance reviews may be used in identifying outstanding performance, strengths, training and improvement opportunities, and progressive disciplinary actions.

6.6 Callout Premium – Employees called out when on standby or for other reasons will receive a minimum of four (4) hours at the overtime rate for each callout. Where such overtime

exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.

6.6.1 Callout – A “callout” will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift or is called out during standby status. An employee who is called out before the commencement of his/her regular shift will be compensated as a callout; provided, however, in the event the employee is called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.

6.7 Standby Premium – An employee assigned to standby status during the regular work week or on weekends will receive \$3.00 per hour pay for all hours on standby. An employee assigned to standby status on a designated Holiday will receive \$4.00 per hour pay for all hours on standby. Any work performed while on standby status, including technical phone consultations and computer work order scheduling lasting more than fifteen minutes will be compensated at the overtime rate in one-half increments for actual time worked. An employee who is required in writing to be readily available to be called into work and/or who is required to wear a “beeper,” cell phone or other communication device outside of his/her regular work hours will be considered to be on standby status. Standby status is determined by using a rotating list of names.

ARTICLE 7: HOURS OF WORK

7.1 Standard Five-Eight (5-8) Work Schedule – The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek, Monday through Friday inclusive, shift starting between the hours of 6:00 A.M. and 9:00 A.M. A regular full-time Facilities Specialist and Senior Facilities Specialist shall have a guaranteed minimum eight (8) hour work day and a guaranteed minimum forty (40) hour work week. Flexibility within the regular work schedule, as agreed to between the Manager and the Employee, may be allowed in order to accommodate employees with individual or family scheduling needs, on a case by case basis and based on business needs.

7.2 Altering of Work Schedule – Employees will not have their work schedule altered for the purpose of avoiding the payment of overtime. An Employee will not be required to work

on his/her scheduled day off in lieu of the employee's scheduled workday. A change to an employee's regular established work schedule will require at least two (2) weeks' notice, unless mutually agreed or there is an immediate need for response and recovery efforts for events such as natural disasters, man-made disasters, inclement weather events, individual or family medical needs, or labor shortages due to a long term absence or vacancy.

7.3 Alternate Shift Coverage – During the term of this Agreement, if sound Transit has a business need to establish 24-hour, seven-day shift coverage, the parties agree to re-open this Article of the contract only to negotiate alternate shift coverage.

ARTICLE 8: OVERTIME AND PREMIUMS

8.1 Overtime – An employee on a 5-8 work schedule will be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay (overtime rate) for: (a) all additional hours compensated in excess of the eight (8) regular hours per day and after the forty (40) regular compensated hours per workweek, (b) for all hours worked on a Saturday or Sunday, and (c) for all hours actually worked on a Holiday recognized in this Agreement (in addition to the 8 hours of holiday pay).

8.2 Hours paid for time off for vacation and holidays will be deemed as hours worked for purposes of calculating overtime. Sick leave will not be used for the purposes of calculating time and one half overtime.

8.3 Scheduled overtime work – The employer will endeavor to offer overtime in an equitable manner among qualified Senior Facilities and Facilities Specialists. Overtime is normally accepted on a voluntary basis, unless there is an immediate need for response and recovery efforts associated with disasters, inclement weather or other emergent needs.

8.4 Eight (8) Hour Break – Employees who work overtime or are moved from one shift to another must be given an eight (8) consecutive hour break before starting their next regular shift.

8.5 Overtime Authorization – No employee may work overtime unless it has been authorized in advance by the manger/designee or is performed during "Standby" and/or "Callout" status.

ARTICLE 9: HOLIDAYS

9.1 Holidays Observed – Regular and Probationary employees who work a full-time schedule will be granted the following holidays off with pay:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25 th

9.2 Holidays Falling on a Weekend – For Employees whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

9.3 Premium Pay for Holiday Work – Work performed by an Employee on a holiday shall be paid at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.

9.4 Holiday Pay Eligibility – 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. Employees eligible for holiday pay who are scheduled to work on a holiday and unable to because of illness or injury, shall be paid only holiday pay.

ARTICLE 10: VACATIONS

10.1 Vacation Accrual Schedule – Senior Facilities Specialists and Facilities Specialists shall earn vacation days based 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

10.2 Vacation Use, Yearly Cash Out, Cash Out on Separation, Balance All

procedures detailed in Sound Transit Policy, not modified herein, regarding vacation use, cash out, and balances shall apply to employees covered under this Agreement.

The Agency may change the vacation policy so long as the level of benefits remains substantially the same as offered to all other Sound Transit employees and does not result in a reduction of current benefits. Sound Transit shall notify the Union ninety (90) days prior to making any changes to bargain the decision and the effects of the changes on the bargaining unit.

The vacation leave balance shall not exceed 400 hours. Balances of over 400 hours will result in the loss of any additional accrued hours unless a waiver is approved by the CEO. On an annual basis before the end of a calendar year, employees may opt to be cashed out for up to 80 hours of vacation time in the following calendar year provided they meet the criteria outlined in the policy.

10.3 Vacation Accrual – Employees will accrue vacation leave from their date of hire in a Sound Transit position.

10.4 Vacation Scheduling – The manager/designee will be responsible for scheduling the vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit, while accommodating employee requests to the extent practicable. Two employees can be authorized to be out at any given time, unless approved otherwise by management, unless there is an emergency event that necessitates that all available staff in the area be at the job site. Employees who have been approved for vacation in advance and made plans impacting them financially will not be expected to cancel their vacation plans for emergencies or any other reasons, including standby duty.

ARTICLE 11: PAID AND UNPAID LEAVE BENEFITS

11.1 Sick Leave – 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. The procedures for taking sick leave and cashing out sick leave on separation established in the

official Sound Transit Sick Leave Policy shall apply.

11.2 All Other Paid or Unpaid Leave – All other paid or unpaid leave offered by Sound Transit to Sound Transit employees and documented in Sound Transit HR Policies shall apply to employees covered under this Agreement, including but not limited to jury duty leave, leave without pay, bereavement leave, personal appointments leave, and other paid or unpaid leave offered by Sound Transit to all other employees.

11.3 ORCA – The Employer agrees to maintain the current ORCA Card benefit for regular and probationary employees for the term of this Agreement.

11.4 Tuition Reimbursement Program – Sound Transit will offer Tuition Reimbursement to employees covered under this agreement under the same terms and conditions offered in the official Sound Transit Reimbursement Policy. Sound Transit will reimburse state-licensed electricians or other license holders for the cost of the license and for the cost of required continuing education classes. The Employer will allow the Employee to take the CEU classes during their regular working hours not to exceed the amount required for license renewal.

11.5 Changes to Paid and Unpaid Leave Benefits – The Agency may change the paid and unpaid leave benefits policies so long as the level of benefits remains the same as offered to all other Sound Transit employees and does not result in a reduction of current benefits. Sound Transit shall notify the Union of any new or modified policies that apply to bargaining unit employees.

ARTICLE 12: MEDICAL, DENTAL, VISION, HRA, LIFE, AND DISABILITY

12.1 Medical, Dental, Vision, HRA – The Agency may change the medical, dental, and vision benefits and the provider of those benefits, so long as the level of benefits remains the same as offered to all other Sound Transit employees. Sound Transit agrees to notify the Union of any changes to Medical, Dental, Vision or HRA at least thirty (30) days prior to the changes. The Union will appoint a representative to the Agency Wellness Committee to help with development of long term cost containment strategies.

12.2 Life Insurance, Long Term Disability & Short Term Disability – Employees shall receive all other benefits provided in the Sound Transit Benefits Plan that are provided to all other Sound Transit employees. The Agency may change those benefits so long as the level

of benefits remains substantially the same as offered to all other Sound Transit employees. Sound Transit shall notify the Union thirty (30) days prior to making any changes.

ARTICLE 13: RETIREMENT AND DEFERRED COMPENSATION BENEFITS

Employees shall receive all of the same Retirement and Deferred Compensation benefits provided in the Sound Transit Benefits Policy that is provided to all other employees. The Agency may change the retirement and deferred compensation benefits so long as the level of benefits remains substantially the same as offered to all other Sound Transit employees. Sound Transit shall notify the Union thirty (30) days prior to making any changes.

ARTICLE 14: SENIORITY, LAYOFF AND RECALL

14.1 Bargaining Unit Seniority – Bargaining Unit Seniority will be defined as a regular employee’s total length of service at Sound Transit within the bargaining unit covered in this Agreement. For the original nine (9) members that will be covered by this Agreement, total length of service with Sound Transit, regardless of specific classification, will be used to calculate seniority.

14.2 Seniority Rights - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

14.3 Reduction in Work Force Procedure - Prior to any layoff of regular full-time employees, all probationary employees in the bargaining unit will be laid off first. After all probationary employees have been laid off, the Employer will provide notice at least ninety (90) business days prior to layoff and will lay off the regular employee who has the least Bargaining Unit Seniority.

14.4 Work Location Bid – Employees shall be able to use their seniority to bid on regular work location duty stations if regular work locations other than central office are established. Such bids are subject to skill and ability to perform the work planned for the particular work location duty station available.

14.5 Seniority Accrual While on Leave Due to Illness or Injury - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness or approved FMLA leave.

14.6 Promotion and Transfer - When a regular Facilities Specialist is promoted to a

Senior Facilities Specialist within the bargaining unit, the employee has up to four (4) months from the promotion date in which to transfer back to his/her previous position without loss of seniority, if the promotion is not successful.

If the employee is not successful after six months from the promotion date, barring significant misconduct, the employee will be laid off and recalled per Section 14.8 when a position in the Facilities Specialist classification is vacant.

Sound Transit will conduct internal recruitments for all Senior Facilities Specialist positions. At the end of the internal recruitment, Sound Transit will assess if there is an adequate, diverse competitive candidate pool. If so, a selection will be made within the internal candidate pool. If there is not a competitive, diverse candidate pool, then the position may be advertised as on open competitive process. Competitive internal candidates will also be considered in the selection process. The Union will be notified when the position is advertised externally. If an internal candidate is selected for the Senior position or if an internal employee is transferred into the Electrician position, the salary will be established at no lower than 95% of the MRP.

14.7 Forfeiture of Seniority – Seniority rights will be forfeited for any of the following causes: discharge for just cause; layoff for more than two (2) years; and resignation.

14.8 Recall – Employees laid off due to a reduction in force shall be recalled for up to two years based on seniority, subject to the ability to perform the job in the classification for recall.

ARTICLE 15: MISCELLANEOUS

15.1 Employee Lists – Upon request the Employer will transmit to the Union a current listing of all employees. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

15.2 Mileage Reimbursement – Employees authorized to use their own transportation for Employer business will be reimbursed at the rate established by the IRS.

15.3 Sound Transit Labor-Management Committee – Sound Transit and the Union recognize the importance of a collective bargaining and employee relations climate that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and

recruit, train and retain quality employees. In the interest of meeting these challenges, the Employer and the Union agree to establish labor-management committee(s) where mutually agreed.

15.4 Payroll – Payroll practices will be consistent with Sound Transit Payroll Policy.

15.5 Bulletin Boards – The Employer agrees to permit the Union to post on designated Employer bulletin boards in the employee’s work area the announcement of meetings, and similarly related Union material; provided, there is sufficient space beyond what is required by the Employer for its use.

15.6 Safety – The Employer, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

15.7 Filling of Vacant Positions – A copy of the advertisement bulletin will be posted on the workplace bulletin board and available on the Sound Transit website.

15.8 Personnel Records – Employees may view their own personnel records at a mutually convenient time during business hours and may add additional items to the file. Any concerns regarding the completeness or accuracy of the information contained in the personnel file should be discussed with Human Resources.

15.9 Employer Policies – All other Sound Transit Policies, applicable to other employees and not modified by this Agreement, shall apply to employees covered under this Agreement. Sound Transit agrees to notify the Union of any new or modified policies that apply to bargaining unit.

ARTICLE 16: JUST CAUSE DISCIPLINE AND DISCHARGE

16.1 Discipline and Discharge for Cause – Regular employees are subject to the established guidelines of the Sound Transit Employee Handbook and to a just cause standard for discipline or discharge. Discipline and discharge shall be defined to include the concepts of just cause and progressive discipline. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. Supervisors are encouraged to verbally coach and counsel employees prior to initiating formal discipline. Sound Transit will use a uniform system of

progressive discipline in order of increasing severity that normally includes:

- 1) Verbal Warning
- 2) Written Reprimand
- 3) Suspension without pay
- 4) Termination

Although Sound Transit will apply progressive discipline where appropriate, the disciplinary action taken also depends upon the seriousness of the employee's offense. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the disciplinary action taken depends upon the seriousness of the employee's offense. The following are examples of major infractions of conduct that are inappropriate at Sound Transit and may warrant an immediate proposal of suspension or termination:

1. Theft or inappropriate removal or possession of property.
2. Gross negligence, improper conduct resulting in property damage, or intentionally damaging ST property.
3. Falsification of timekeeping records or other Sound Transit documents with the purpose to deceive.
4. Working under the influence of alcohol or illegal drugs or prescribed drug without a physician's authorization.
5. Possession, distribution, sale or transfer of alcohol or illegal drugs, except as permitted in Sound Transit Policy.
6. Fighting, inflicting physical injury or threatening violence in the workplace.
7. Major violation of safety or health rules.

The disciplinary action taken depends upon the seriousness of the employee's offense.

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 disciplinary action.

A copy of all written disciplinary actions shall be given to the employee and a copy provided to the Union. Should there be any dispute between the Employer and the Union concerning the existence of just cause for imposing discipline or discharge, such dispute shall be adjusted in accordance with the grievance and arbitration provisions contained in Article 17.

An employee shall have the right to request the attendance of a Union Representative at an investigatory meeting that may lead to disciplinary action or at any disciplinary meeting. The Employer must provide reasons for any disciplinary action taken to the Union and to the employee.

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 disciplinary action.

A copy of all written disciplinary actions shall be given to the employee and a copy provided to the Union. Should there be any dispute between the Employer and the Union concerning the existence of just cause for imposing discipline or discharge, such dispute shall be adjusted in accordance with the grievance and arbitration provisions contained in Article 17.

An employee shall have the right to request the attendance of a Union Representative at an investigatory meeting that may lead to disciplinary action or at any disciplinary meeting. The Employer must provide reasons for any disciplinary action taken to the Union and to the employee.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 Purpose – The Employer and the Union recognize the importance and desirability of addressing grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the Employer and the Union will extend a reasonable effort to resolve grievances at the lowest possible level of supervision.

17.2 No Discrimination – Employees will not be subject to interference, coercion, discrimination or reprisal for participating in any grievances.

17.3 Grievance Definition – A grievance will be defined as a written claim by an employee or the Union that a dispute exists regarding the interpretation and/or application of rights, benefits, or conditions of employment contained in this Agreement.

17.4 Exclusive Representative – The Union will not be required to file employee grievances if, in the Union's opinion, the grievance lacks merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee.

17.5 A. STEP 1 – A grievance will be presented in writing by the employee or Union representative within ten (10) calendar days of the occurrence or knowledge of the occurrence to the employee’s Director/Designee. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The Director/Designee will meet with the employee and Union to discuss the grievance. Within ten (10) calendar days after receipt of the grievance, the Director/Designee will provide the grievant and the Union with a written response to the grievance. If the Union representative does not pursue the grievance to STEP 2 within ten (10) calendar days after receiving the Manager’s/Designee’s written decision, the grievance will be resolved.

B. STEP 2 – The grievance will be presented in writing to the Executive Director for investigation, discussion and written reply. The Executive Director/designee will meet with the employee and Union to discuss the grievance within ten (10) calendar days of the receipt of the STEP 2 grievance. The Executive Director/Designee will issue a written decision to the employee and the Union within ten (10) business days following the discussion. If the Union does not pursue the grievance to STEP 3 within ten (10) business days after receiving the Division Director’s/Designee’s written decision, the grievance will be resolved.

C. STEP 3 – The grievance will be presented in writing to the Chief Human Resources Officer. The Chief Human Resources Officer/Designee will schedule a meeting for the purpose of resolving the grievance within fifteen (15) calendar days after receiving the written grievance. The Chief Human Resources Officer/Designee will issue a written decision to the employee and Union within fifteen (15) calendar days following the Step 3 meeting. If the Union does not pursue the grievance to arbitration within twenty (20) calendar days after receiving the Chief Human Resources/Designee’s written decision, the grievance will be resolved.

17.6 Arbitration – Should the Chief Human Resources Officer be unable to resolve the grievance, the Union may make a written request for arbitration within twenty (20) calendar days following receipt of the Step 3 written decision. The written request for arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

17.6.1 Selection Process – The representatives for the parties will select a third

disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7) names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by both the Employer representative and the Union representative, each alternately striking a name from the list until only one name remains. The remaining name will serve as the arbitrator. The right to strike first shall be alternated between the parties on a case-by-case basis. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to render a decision promptly and the decision of the arbitrator will be final and binding upon all parties to the dispute.

17.6.2 Arbitrator's Authority Limited – The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

17.6.3 Arbitration Expenses – The arbitrator's fee and expenses will be divided and paid equally by the Employer and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the Employer and the Union. Each party will pay the full costs and fees of its representatives including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration.

17.7 Timelines – Timelines under this Article may be extended by mutual agreement of the parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

17.8 Mediation – Either party can request mediation with the other party prior to arbitration. If both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used to mediate the grievance. In the event that the grievance is not resolved in mediation, either party may proceed to arbitration.

17.9 Resolutions are Final and Binding – The arbitrator's disposition and/or settlement of any grievance between the Union and the Employer will be final and binding upon all parties to the dispute.

ARTICLE 18: WORK STOPPAGES

18.1 Work Stoppages – 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 best efforts to avoid or eliminate any conduct contrary to this objective.

18.2 Employer Protection – During the life of this Agreement, the Union will not cause or condone any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and if same should occur the Union agrees to take appropriate steps to end such interference and recognizes the Employer may take disciplinary action. If the disciplinary action is the result of a strike, it is not subject to the grievance procedure. It is further agreed that the Employer shall not lock out its employees during the term of this agreement.

ARTICLE 19: SAVINGS CLAUSE

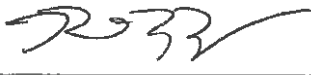
19.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 20: DURATION

20.1 Duration – This Agreement will become effective upon full and final ratification and approval by formal requisite means by the Sound Transit Board and covers the period from July 1, 2020 through December 31, 2023. It shall remain in effect from year to year thereafter, unless reopened in the manner specified in this Agreement or terminated.

20.2 Reopener Clause – Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to December 31, 2023. This Agreement may be opened in its entirety or in part, by mutual agreement of the parties during the life of this Agreement.

APPROVED this 3 day of AUGUST, 2020.

By: 
Sound Transit, CEO

By: 
IBEW 46, Business Manager