

**AGREEMENT**  
**by and between**  
**SOUND TRANSIT**  
**and**  
**PROTEC17**

**Effective April 1, 2025, through December 31, 2027**

## **TABLE OF CONTENTS**

ARTICLE 1: AGREEMENT AND PURPOSE .....	3
ARTICLE 2: NON-DISCRIMINATION .....	3
ARTICLE 3: UNION RECOGNITION .....	3
ARTICLE 4: UNION MEMBERSHIP AND PAYROLL DEDUCTION .....	3
ARTICLE 5: UNION ACTIVITY .....	4
ARTICLE 6: MANAGEMENT RIGHTS .....	5
ARTICLE 7: WORKPLACE BEHAVIOR .....	6
ARTICLE 8: PROBATIONARY EMPLOYMENT .....	6
ARTICLE 9: SENIORITY .....	6
ARTICLE 10: WAGES .....	7
ARTICLE 11: HOURS OF WORK AND OVERTIME .....	9
ARTICLE 12: SHIFT BIDDING .....	10
ARTICLE 13: HOLIDAYS .....	10
ARTICLE 14: PAID TIME OFF .....	12
ARTICLE 15: ALL OTHER PAID AND UNPAID LEAVE BENEFITS .....	13
ARTICLE 16: MEDICAL, DENTAL, VISION, FSA, LIFE, AND DISABILITY .....	13
ARTICLE 17: RETIREMENT AND DEFERRED COMPENSATION BENEFITS .....	13
ARTICLE 18: POLICIES AND PROCEDURES .....	13
ARTICLE 19: LAYOFF AND RECALL .....	14
ARTICLE 20: JUST CAUSE DISCIPLINE AND DISCHARGE .....	15
ARTICLE 21: GRIEVANCE PROCEDURE .....	16
ARTICLE 22: WORK STOPPAGES .....	18
ARTICLE 23: SAVINGS CLAUSE .....	18
ARTICLE 24: DURATION .....	18
SIGNATURE PAGE .....	19
ADDENDUM: MEMORANDUM OF UNDERSTANDING .....	20

## **ARTICLE 1: AGREEMENT AND PURPOSE**

- 1.1. These articles constitute an Agreement, the terms of which have been negotiated in good faith between Sound Transit (Employer) and PROTEC17 (Union). This Agreement shall be subject to approval by the Sound Transit Board of Directors. The purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees represented through the Union. The articles of this Agreement set forth the wages, hours, and other 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, national origin, ancestry, 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.
- 2.2. Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following the completion of the internal complaint process, the Union may request the grievance process be continued.

## **ARTICLE 3: UNION RECOGNITION**

- 3.1 The Employer recognizes PROTEC17 as the exclusive bargaining representative for all employees in the following bargaining unit as they currently exist and as they may be subsequently modified by the Public Employment Relations Commission (PERC):
  - a. All regular full-time and part-time nonsupervisory employees in the Passenger Information Coordinator and Senior Passenger Information Coordinator job class working for Sound Transit, excluding supervisors, confidential employees, and all other employees.
- 3.2 If there is a title change to a classification covered by this Agreement, the Union will continue to be recognized as the exclusive bargaining representative.

## **ARTICLE 4: UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 4.1 **Employee Notification** – The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.

The Union will provide all disclosures required by law concerning Union membership and dues. Where appropriate Sound Transit will refer questions from employees about Union membership and this Article directly to the Union.

- 4.2 **Union Notification** – The Employer will notify the Union of all regular full-time and regular part-time employees hired into positions covered by this agreement. The notification will



be in writing and will include name, date of hire, classification, and phone number. The Employer will provide this notification within seven (7) days from the date of hire if possible. The Employer shall promptly notify the Union of all employees leaving its employment.

Upon request, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or moved out of the bargaining unit(s). The list will include the same information per above.

- 4.3 **Union Orientation** – The Employer will provide the Union Representative or steward thirty (30) minutes, during the employee's regular working hours, for the purpose of presenting information about the bargaining unit and Union membership. This shall occur within the first two (2) weeks of employment following Sound Transit new employee orientation.

- 4.4 **Dues Deduction** – Upon receipt from the Union of written authorization individually signed by an employee, the Employer will have deducted from the employee's pay the amount equal to dues required to be a member of the Union. The Employer will transmit said amount to the Union, beginning the pay period following the receipt of the authorization.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union. The cancellation will become effective upon the Employer's receipt of the revocation from the Union, no later than the second payroll after receipt of the notice.

Upon promotion or transfer to a position outside the bargaining unit, the Employer agrees to stop deducting dues from the employee's paycheck. This shall be effective the second paycheck after the promotion or transfer.

- 4.5 **Indemnification** – The Union and employees agree to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

## **ARTICLE 5: UNION ACTIVITY**

- 5.1 **Negotiating Committee** – The Employer will allow paid time off for one authorized employee representative to attend official contract negotiations or for demand to bargain purposes provided they occur during the employee's normal work shift. If negotiations or demand to bargain meetings occur outside of the employee's normal work shift, the Employer agrees to adjust the employee's shift provided it does not impact operational needs. Per diem and travel expenses will be paid by PROTEC17 for union team members. No overtime will be incurred as a result of negotiations and/or travel to and from negotiations. Bargaining sessions will be closed to the press and the public unless agreed upon otherwise.
- 5.2 **Employee Representatives/Stewards** – The Union shall be entitled to assign up to two (2) employee representatives/stewards from the bargaining unit. The Union shall inform the Employer of the representatives/stewards and any changes in employee representatives/stewards in writing. Employee representatives/stewards will be provided



up to forty (40) hours paid time per calendar year during their normal working hours to attend employee investigation meetings, Loudermill meetings, grievance meetings, Labor Management meetings, or other meetings requested by the Employer. The employee representatives/stewards will obtain approval from their manager or designee before attending any meeting during their working hours. Notification will include the approximate amount of time the employee representatives/stewards expect the activity to take.

- 5.3 **Labor Management Committee** – A Labor Management Committee (LMC) is hereby established comprised of up to two (2) employee representatives from the bargaining unit and management representatives from Sound Transit. Employees attending committee meetings during their normal work time will have no loss in pay. The purpose of these meetings is to meet and discuss items of mutual interest and to establish a forum to facilitate resolution of issues and concerns as informally as possible. Committee meetings will be used for discussions only, and the Committee may conduct negotiations, bargain collectively, or modify any provisions of this Agreement upon mutual agreement. Such meetings shall be scheduled upon mutual agreement of the Parties.
- 5.4 **Union Communication** – The Employer will maintain a bulletin board for union communication of the announcements of meetings and similarly related Union materials in an area accessible to the bargaining unit.
- 5.5 **Work Location Visits** – Authorized representatives of the Union may, after notifying Sound Transit management in advance, visit the work location of the 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 representatives must abide by safety rules and regulations and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with normal operations.

## **ARTICLE 6: MANAGEMENT RIGHTS**

- 6.1 The Union recognizes the rights 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 and by any practice mutually established by the parties.
- 6.2 **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, 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, 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, technology, 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 has the right to exercise all of the above rights and the lawful rights, prerogatives, and functions of management. In addition, the Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

The Employer agrees to notify the union of any changes within 30 days before any modifications are adopted.

## **ARTICLE 7: WORKPLACE BEHAVIOR**

- 7.1 All employees are responsible for contributing to a workplace environment that fosters mutual respect and professionalism. Inappropriate workplace behavior will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee is encouraged to report this behavior to the employee's supervisor, manager, or the Human Resources Office. The Employer will look into the reported behavior and take appropriate action, as necessary. The employee will be notified whether or not a violation occurred. Grievances related to this Article are not subject to arbitration.

## **ARTICLE 8: PROBATIONARY EMPLOYMENT**

- 8.1 Newly hired Passenger Information Coordinators and Senior Passenger Information Coordinators shall be subject to a six (6) month probationary period from the employment start date, provided that the Employer may extend such probation for a maximum of three (3) additional months. Health and Welfare benefits will go into effect the first day of the month following the hire date.
- 8.2 Probationary employees shall be deemed "at will employees" and 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 9: SENIORITY**

- 9.1 The following types of seniority are recognized:
- a. **Agency Seniority**, which is the length of continuous employment of an employee with the Employer commencing on the employee's last date of hire.
  - b. **Job Classification Seniority**, which is the length of aggregate employment of an employee within a classification to which they have been regularly appointed and commencing on the date on which the employee is appointed to a regular position.



- 9.2 **Promotion and Transfer** - Employees who are promoted or transferred 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 their original bargaining unit position, if a vacant position is available, prior to the conclusion of the six (6) month period and shall suffer no loss of seniority.
- 9.3 **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 leave.
- 9.4 **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.

## **ARTICLE 10: WAGES**

### **10.1 Rate of Pay Tables**

#### **Passenger Information Coordinator**

Years of Service	Steps	2025	2026	2027
Start	1	\$31.25	\$32.19	\$33.15
0.5	2	\$31.56	\$32.51	\$33.48
1	3	\$31.88	\$32.83	\$33.82
2	4	\$32.52	\$33.49	\$34.50
3	5	\$33.17	\$34.16	\$35.19
4	6	\$33.83	\$34.84	\$35.89
5	7	\$34.51	\$35.54	\$36.61

#### **Senior Passenger Information Coordinator**

Years of Service	Steps	2025	2026	2027
Start	1	\$33.75	\$34.76	\$35.81
0.5	2	\$34.09	\$35.11	\$36.16
1	3	\$34.43	\$35.46	\$36.53
2	4	\$35.12	\$36.17	\$37.26
3	5	\$35.82	\$36.89	\$38.00
4	6	\$36.54	\$37.63	\$38.76
5	7	\$37.27	\$38.38	\$39.54

- 10.2 **Wage Increases** – Employees will receive a one-time wage adjustment in the pay period following Agreement execution to bring their hourly wage to a rate based on years of service as a Passenger Information Coordinator or a Sr. Passenger Information Coordinator as shown in the Rates of Pay table above unless their current rate is higher.



- 10.3 **Step Wage Increases** – Employees will receive step wage increases effective the pay period following the anniversary of the employee job classification seniority date.
- 10.4 **Annual Increases** – Over the course of this Agreement represented employees will receive an annual increase of 3% on February 1, 2026, and 3% on February 1, 2027, as established in the Rates of Pay tables above.
- a. Employees with a wage rate above the rate according to their years of service as a Passenger Information Coordinator or a Sr. Passenger Information Coordinator on the Rates of Pay table will receive a Top of Scale Retention Award in lieu of the annual increase.
- 10.5 **Promotions** – When an employee is promoted from Passenger Information Coordinator to Sr. Passenger Information Coordinator, the employee will be placed at the same pay step in the Sr. Passenger Information Coordinator pay scale.
- 10.6 Sound Transit reserves the right to offer a salary above the established starting rate based on a candidate's previous experience and skills in line with internal equity principles but not higher than the established range.
- 10.7 **Top of Scale Retention Award** – Over the course of this Agreement, employees with a wage rate above the rate according to their years of service as a Passenger Information Coordinator or a Sr. Passenger Information Coordinator on the Rates of Pay table will receive a Top of Scale Retention Award in lieu of the annual wage increase.
- a. Retention Awards will be paid in the first pay period of July each year.

2025	2026	2027
\$4,000	\$4,500	\$5,000

- 10.8 **Retention Award** – When an employee reaches eight (8) years of aggregate employment as a Passenger Information Coordinator or a Sr. Passenger Information Coordinator recognized under this Agreement, they shall receive a one-time lump sum payment of \$5,000 payable in the paycheck following their anniversary date. When an employee reaches fifteen (15) years of aggregate employment as a Passenger Information Coordinator or a Sr. Passenger Information Coordinator recognized under this Agreement, they shall receive a one-time lump sum payment of \$5,000 payable in the paycheck following their anniversary date.
- a. If prior to the end of the Retention Award and Top of Scale Retention Award periods, an employee either (1) voluntarily ends their employment, or (2) their employment is terminated for just cause, the employee will only be entitled to retain a pro rata share of the retention award. The pro rata share will be based on the number of days the employee was employed by the Employer during the retention award period. The employee will be required to repay the Employer the remainder of the retention award. The calculated remainder of the retention

award will be withheld from the employees last paycheck. The remainder, if any, must be repaid by the employee within one month of separation of employment. Employees must submit a signed repayment agreement before receiving the retention award.

## **ARTICLE 11: HOURS OF WORK AND OVERTIME**

- 11.1 **Standard Work Schedules** – The standard work schedule for Passenger Information Coordinators will consist of four (4) consecutive (10) hour workdays. The standard work schedule for Senior Passenger Information Coordinators will consist of five (5) consecutive eight (8) hour workdays. Hours worked will be exclusive of the meal period and not to exceed forty (40) hours per workweek.
- 11.2 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 shift.
- 11.3 Employees will receive overtime pay at the rate of one and one-half times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek.
- 11.4 All overtime hours must be pre-approved by the employee's manager. Overtime compensation will be in the form of pay and not compensatory time off. Hours paid for holidays will be deemed as hours worked for purposes of calculating overtime. PTO, Floating Holidays, Jury Duty, Volunteer Time, or Bereavement leave will not be used for the purposes of calculating time and one-half overtime.
- 11.5 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.
  - d. The employees shall obtain their supervisor's written permission prior to the trade.
  - e. Trading shifts will not be subject to seniority.
- 11.6 **Break/M meal/Rest Periods** - The Employer must adhere to all state and federal regulations regarding meal and rest periods.
- 11.7 **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 Agreement only to negotiate alternate shift coverage.
- 11.8 **Overtime or Shift Coverage Assignments** – Management shall have discretion to determine overtime or shift coverage needs. The Employer will send a group email to notify employees of preplanned open shift availability. Preplanned open shifts will be filled on a volunteer basis. If multiple employees volunteer to fill a shift, the shift will be assigned by agency seniority on an equitable rotating basis. If no employee volunteers or accepts an open shift within ten (10) calendar days, it shall be assigned on an equitable rotating basis in reverse order by agency seniority.



In the event of unplanned or emergency shift coverage needs the Employer will send a group text to notify employees. Shifts will be filled on a first come first serve basis. If no employee volunteers or accepts a shift coverage assignment, it shall be assigned on an equitable rotating basis in reverse order by agency seniority.

In the case of an unplanned or emergency shift coverage need, if no employee covered under this Agreement is available Sound Transit retains the right to fill vacancies with any qualified employee until an employee covered under this Agreement is available.

- 11.9 Once an overtime assignment has been accepted by an employee, the employee cannot cancel the assignment without authorization from the supervisor.

## **ARTICLE 12: SHIFT BIDDING**

- 12.2 The Employer will conduct a shift bid by job classification twice annually. For purposes of this Article, a year is defined as January 1<sup>st</sup> through December 31<sup>st</sup>. The first annual sign-up period will be May 1<sup>st</sup> through May 20<sup>th</sup> and the second annual sign-up period will be November 1<sup>st</sup> through November 20<sup>th</sup>.
- 12.2 Employees shall be entitled to select shifts in accordance with job classification seniority. Shift bid awards will be posted no later than June 1<sup>st</sup> and December 1<sup>st</sup> and shifts will take effect the first full week of July and the following January, respectively.
- a. If a shift becomes vacant it will be offered based on job classification seniority.
- b. In the event one or more existing shifts is modified by sixty (60) minutes or more, a shift bid will be held.

## **ARTICLE 13: HOLIDAYS**

- 13.1 **Holidays Observed** – Employees will be granted the following holidays off with pay (or pro-rated based on part-time work):

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day Following Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>



- a. Employees are eligible for eight hours of holiday pay (or pro-rated based on part-time work) for each recognized holiday regardless of their work schedule.
- b. Employees who are assigned a mandatory four (4) day, ten (10) hour work week in a role with no operational ability to switch to a five (5), day eight (8) hour shift during holiday weeks will be eligible for ten (10) hours of holiday pay.

- 13.2 **Holidays Falling on a Weekend** - A recognized holiday falling on a Saturday is observed on the preceding Friday. A recognized holiday falling on a Sunday is observed on the following Monday.

If one of these holidays falls on an employee's scheduled PTO day, the holiday will not count as a PTO day.

- 13.3 **Holiday Coverage** – Management shall have discretion to determine required holiday coverage. Open holiday shifts will be filled on a volunteer basis. If multiple employees volunteer to fill a holiday shift, it shall be assigned on an equitable, rotating basis by agency seniority. If no employee volunteers or accepts an open holiday shift it shall be assigned on an equitable, rotating basis in reverse order by agency seniority.

Holiday sign-up sheets will be posted no later than June 1st and December 1st. The holiday sign up period will be 10 days. Holiday schedules will take effect the first full week of July and January.

- 13.4 **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.

- 13.5 **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. If an employee leaves the Agency, a holiday cannot be the last day worked.

- 13.6 **Floating Holidays** – Employees will receive two (2) paid eight-hour floating holidays annually (or prorated based on part-time work).

- a. Employees who leave the agency and are rehired the same year are only eligible for two (2) total days for the entire calendar year.
- b. Employees hired after July 1 are only eligible for one paid floating holiday for the remainder of the calendar year.
- c. Use of floating holidays must be approved by the employee's manager in advance.
- d. If an employee does not use the floating holidays, the hours do not carry over to the next calendar year, and the floating holiday balance is not paid out at the time of termination.

## **ARTICLE 14: PAID TIME OFF**

- 14.1 **PTO Accrual Schedule** – Employees shall earn PTO based on the following schedule (or pro-rated based on part-time work):

<b>Years of Service</b>	<b>Hours Per Pay Period</b>
0-4	7.69
4-8	8.62
8-12	9.54
12+	10.77

- 14.2 **PTO Use, Cash Out on Separation** – All procedures detailed in Sound Transit Policy, not modified herein, regarding PTO use, and cash out of balances on separation shall apply to employees covered under this Agreement.

The Agency may change the PTO 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 employees covered under this Agreement.

The PTO balance shall not exceed 600 hours. Balances of over 600 hours will result in the loss of any additional accrued hours.

- 14.3 **PTO Accrual** – Employees will accrue PTO leave from their date of hire in a Sound Transit position.

- 14.4 **PTO Scheduling** – The manager/designee will be responsible for scheduling the PTO of employees in such a manner as to achieve the greatest PTO opportunity for the employees while maintaining the efficient functioning of the work, while accommodating employee requests to the extent practicable. No employee shall be approved for more PTO than accrued at the time of request.

Employees may request PTO up to six (6) months in advance, subject to manager approval. Requests will be considered such that approval will least interfere with the function of operations. Only one employee per shift can be authorized to be out at any given time, unless otherwise approved by management. Employees who have been approved for PTO in advance and made plans impacting them financially will not be expected to cancel their PTO plans for emergencies or any other reasons.

- 14.5 **Scheduled PTO Cancellation** - An employee wishing to cancel scheduled PTO must inform the Employer a minimum of fourteen (14) days prior to the first date of the PTO so as not to impact the request of other employees wishing to use their accrued PTO during that time. The failure of an employee to inform the Employer of the intended PTO cancellation (14) days prior to the soonest scheduled date, will result in the employee taking the scheduled PTO.



## **ARTICLE 15: ALL OTHER PAID AND UNPAID LEAVE BENEFITS**

- 15.1 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, and other paid or unpaid leave offered by Sound Transit to all other employees.
- 15.2 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, when practicable, shall notify the Union prior to the implementation of any new policies or modification of current policies that apply to bargaining unit employees.

### **Sound Transit Policies:**

- a. Jury and Witness Duty #1017 (Rev. 12/21/2020)
- b. Leave of Absence without Pay #1018 (Rev. 12/21/2020)
- c. Bereavement Leave #1012 (Rev. 9/22/2022)
- d. Volunteer Time #1034 (Rev. 9/22/2022)

## **ARTICLE 16: MEDICAL, DENTAL, VISION, FSA, LIFE, AND DISABILITY**

- 16.1 **Medical, Dental, Vision, FSA** – 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 FSA at least thirty (30) days prior to the changes.
- 16.2 **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 17: RETIREMENT AND DEFERRED COMPENSATION BENEFITS**

- 17.1 Employees shall receive all of the same Retirement and Deferred Compensation benefits provided in the Sound Transit Benefits Plan 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 18: POLICIES AND PROCEDURES**

- 18.1 **Performance Appraisals** – 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.

- 18.2 **ORCA** – The Employer agrees to maintain the current ORCA Card benefit for regular and probationary employees for the term of this Agreement.
- 18.3 **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.
- 18.4 **Ambassador Shifts** – Ambassadors support events like major service disruptions, service changes, and light rail openings to provide a higher level of customer care when needed. Employees are required to participate in the Staff Ambassador program a minimum of one shift annually.
- 18.5 **Mileage Reimbursement** – Employees authorized to use their own transportation for Employer business will be reimbursed at the rate established by the IRS.
- 18.6 **Payroll** – Payroll practices will be consistent with Sound Transit Payroll Policy.
- 18.7 **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 they 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.
- 18.8 **Employer Policies** – The employee handbook and all other Employer 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 employees covered under this Agreement.

## **ARTICLE 19: LAYOFF AND RECALL**

- 19.1 In determining which employees in the affected bargaining unit will be laid off due to a reduction in force or otherwise, Agency seniority shall apply. Prior to any layoff of regular full-time employees, all probationary employees in the bargaining unit shall be laid off first. After all necessary probationary employees have been laid off, the Employer will provide at least ninety (90) business days' notice, or as much advance notice as possible, to the regular, full-time employees prior to the effective date of the layoff.
- 19.2 Employees laid off shall be recalled for up to two years based on Agency seniority, subject to the ability to perform the job in the classification for recall.
  - a. Notice of recall shall be sent to employees at their last known address by registered or certified mail and last known personal email address. It is the employee's

responsibility to keep the Employer informed of their current mailing and email address(es).

## **ARTICLE 20: JUST CAUSE DISCIPLINE AND DISCHARGE**

- 20.1 **Discipline and Discharge for Cause** – 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, to be considered as valid, must be issued in writing to the affected employee and the Union. When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

The employee shall be entitled to have a Union representative and/or steward present at any meeting held with the Employer to discuss potential disciplinary action.

Regular, non-probationary, 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. 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

At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed.

If an employee believes that a disciplinary action or discharge is without just cause, the employee may utilize the grievance procedure.

Employees may review their own personnel files in accordance with Sound Transit's Employee Handbook. An employee may request removal of a progressive discipline after two (2) years if no further discipline has occurred. Removal shall be at the sole discretion of the Employer.

- 20.2 **Major Infractions of Conduct** – Although Sound Transit will apply progressive discipline where appropriate, the disciplinary action taken also depends upon the seriousness of the employee's offense. Some major infractions of conduct may warrant an immediate proposal of suspension or termination.

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.



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 21.

## **ARTICLE 21: GRIEVANCE PROCEDURE**

- 21.1 **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.
- 21.2 **No Discrimination** – Employees will not be subject to interference, coercion, discrimination, or reprisal for participating in any grievances.
- 21.3 **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.
- 21.4 **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.

**STEP 1** – A grievance will be presented in writing by the employee or Union representative within fifteen (15) 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 Director's/Designee's written decision, the grievance will be resolved.

**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) calendar days following the discussion. If the Union does not pursue the grievance to STEP 3 within ten (10) calendar days after receiving the Executive Director's/Designee's written decision, the grievance will be resolved.

**STEP 3** – The grievance will be presented in writing to the Office of Labor Relations. The Office of Labor Relations will schedule a meeting for the purpose of resolving the grievance within fifteen (15) calendar days after receiving the written grievance. The Office of Labor Relations 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 thirty (30) calendar days after receiving the Office of Labor Relations written decision, the grievance will be resolved.

- 21.5 **Arbitration** – Should the Office of Labor Relations be unable to resolve the grievance, the Union may make a written request for arbitration within thirty (30) 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.
- 21.6 **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.
- 21.7 **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.
- 21.8 **Arbitration Expenses** – The arbitrators fees 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.
- 21.9 **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.
- 21.10 **Mediation** – Either party can request mediation through the Public Employment Relations Commission (PERC) 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 within thirty (30) days of the arbitration.
- 21.11 **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 22: WORK STOPPAGES**

- 22.1 **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.
- 22.2 **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 23: SAVINGS CLAUSE**

- 23.1 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 24: DURATION**

- 24.1 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 date of full Agreement execution but no sooner than April 1, 2025, through December 31, 2027. It shall remain in effect from year to year thereafter, unless reopened in the manner specified in this Agreement or terminated.



**SIGNATURE PAGE**

**COLLECTIVE BARGAINING AGREEMENT, (CBA)**


**by and between**

**SOUND TRANSIT**

**And**

**PROTEC17**


By:



**Goran Sparrman, Chief Executive Officer**

**Sound Transit**

By:



**Karen Estevenin, Executive Director**

**Protec17**

**ADDENDUM: MEMORANDUM OF UNDERSTANDING**

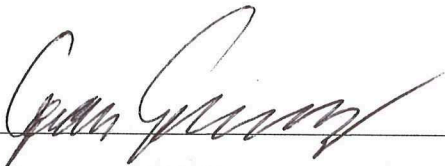
between

**SOUND TRANSIT**

And

**PROTEC17**

- A. The Sound Transit CEO and Board of Directors will decide whether to make this a multi-bargaining unit CBA or a stand-alone CBA for Passenger Information Coordinators and Senior Passenger Information Coordinators. If Sound Transit agrees to a multi-unit CBA this Agreement will be amended to include future bargaining units as agreed to by both parties.
- B. Sound Transit commits to continue discussion in the Labor Management Committee about conversion of bereavement leave from five (5) eight (8) hour days per event to forty (40) total hours per event.
- C. 12-months after ratification, the Employer commits to work together with the Union to continue conversation around the need for Compensatory Time.



Goran Sparrman, Chief Executive Officer  
Sound Transit



Karen Estevenin, Executive Director  
Protec17