

EXHIBIT D
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

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EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY METRO TRANSIT
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY DEPARTMENT OF METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION”. When the term “PARTIES” is used herein, it refers to METRO, usually as represented by the RAIL Division, and the UNION. When the term “this AGREEMENT” is used herein, it refers to Exhibit D, the Terms and Conditions of Employment for Rail Employees.

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees who work in the RAIL Division. The PARTIES agree that the Collective Bargaining Agreement, of which this AGREEMENT is Exhibit D, does not apply to Employees in the RAIL Division except to the extent that provisions of that AGREEMENT, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the PARTIES agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the PARTIES recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to Employee discipline. To that end, the PARTIES have set forth in Article R4, Section 3, specific major infractions which will result in

1 discharge or, under certain circumstances, suspension.

2 **DEFINITIONS**

3 The term “negotiate”, as used in this AGREEMENT, shall mean the duty to meet upon
4 request and negotiate with an intention of arriving at an agreement. Unless specifically stated, the
5 use of this term does not require that the issue be submitted to arbitration if no agreement is reached.

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

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

11 The term “eligible dependent”, as used in METRO’s medical, dental and vision plans, shall
12 mean an Employee’s spouse/domestic partner and dependent children of the Employee, the
13 Employee’s spouse or the Employee’s domestic partner. Such children shall be eligible up to age 26
14 under conditions specified in federal health care laws. Special provisions extend coverage
15 indefinitely for children with mental or physical disability.

16 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
17 married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW)
18 49.60.040.

19 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time that
20 starts with the pay period that follows the pay period that includes December 31 and ends with the
21 pay period that includes December 31.

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

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

26 The term “domestic partner” shall mean two persons who meet the requirements for a valid
27 state registered domestic partnership established by RCW 26.60.030. To enter into a state registered
28 domestic partnership, the two persons must meet the following requirements:

1. Both persons share a common residence;
2. Both persons are at least eighteen years of age and at least one of the persons is sixty-two years of age or older;
3. Neither person is married to anyone else, or in a state registered domestic partnership with any other person;
4. Both persons are capable of consenting to the domestic partnership; and
5. Both persons are not of any relation to each other nearer than second cousins and neither partner is a sibling, child, grandchild, aunt, uncle, niece or nephew to the other.

CONVENTIONS

The PARTIES agree that the term “Employee” (upper case E), whenever used, whether singular or plural, means and applies to those employees of METRO included within the UNION, and that this AGREEMENT covers only those Employees.

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

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

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

The abbreviation “RDO” stands for regular day off.

The term “Bus”, as used in “Bus position”, “Bus Employee”, etc., shall refer to positions, Employees, etc., involved in the provision of bus transit services, and excluding RAIL positions, RAIL Employees, etc., involved in the provision of RAIL services.

The term “RAIL” shall refer to the Rail Division of METRO as created to operate the light rail and streetcar service.

The abbreviation “FTO” stands for Full-Time Bus Transit Operator.

The abbreviation “PTO” stands for Part-Time Bus Transit Operator.

The abbreviation “LCC” stands for Link Control Center.

1 The term “Streetcar” shall refer to the South Lake Union Streetcar (“SLUS”) and the First Hill
2 Streetcar (“FHSC”).

3 The term “Link Light Rail” (LLR) shall refer to Sound Transit Link Light Rail.

4 DOCUMENTS:

5 a. The “COLLECTIVE BARGAINING AGREEMENT” shall mean the
6 AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
7 COUNTY METRO TRANSIT, of which this AGREEMENT is Exhibit D.

8 b. This document shall be referred to as the TERMS AND CONDITIONS OF
9 EMPLOYMENT FOR RAIL EMPLOYEES.

10 **ARTICLE R1: UNION/MANAGEMENT RELATIONS**

11 ***SECTION 1 – SOLE BARGAINING AGENT***

12 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
13 working in the Rail Division of the King County Department of Metro Transit, (henceforth referred
14 to as RAIL) which are listed in Exhibit RA (to Exhibit D). Current or future Employees assigned to
15 perform work which historically or traditionally has been UNION work at RAIL or its successors, or
16 which is agreed or legally determined to be UNION work, also shall be covered by the terms of this
17 AGREEMENT.

18 B. The PARTIES agree that no Employee shall be discriminated against because of
19 UNION membership or non-membership.

20 C. METRO will notify the UNION of any change in any existing UNION job
21 description prior to the implementation of the change.

22 ***SECTION 2 – UNION MEMBERSHIP***

23 A. All Employees covered under the terms of this AGREEMENT may voluntarily
24 join the UNION. METRO, including its directors, managers and supervisors, shall remain neutral on
25 the issue of whether any Employee should join the UNION or otherwise participate in UNION
26 activities.

27 B. Upon a written authorization by an individual Employee, METRO shall deduct
28 from the pay of such Employee the amount of dues, fees, and assessments, including COPE (or

similar funds), as certified by the UNION, and remit such amount to the UNION. METRO shall honor the terms and conditions of each Employee's written payroll deduction authorization(s). If the UNION makes a material modification to its current payroll deduction authorization card, the UNION agrees to provide METRO with the new card at least 30 days prior to its use. Upon request, the UNION shall meet with METRO, no less than 14 days prior to the use of the new card, to discuss any objections to the payroll deduction authorization card that METRO may have.

C. The UNION shall transmit to METRO in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as their County PeopleSoft identification number(s), who have, since the previous payroll cutoff date, provided the UNION with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

D. Any Employee may revoke a written authorization for payroll deductions by written notice to the UNION in accordance with the terms and conditions of the written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after METRO receives written confirmation from the UNION that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. METRO will refer all Employee inquiries regarding the UNION's revocation process to the UNION. METRO may answer any Employee inquiry about process or timing of payroll deductions.

E. The UNION shall indemnify, defend, and hold METRO harmless against any claims made and any suit instituted against METRO as a result of payroll deductions from Employees for UNION dues, fees, and assessments provided such deductions were made in accordance with METRO's good-faith reliance on the terms of a written payroll deduction authorization and at the direction of the UNION. If requested by the UNION in writing, METRO will surrender any such claim, demand, suit or other form of liability to the UNION for defense and resolution.

SECTION 3 – LIST OF NEW OR TERMINATING EMPLOYEES

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

SECTION 4 – UNION ACCESS

METRO shall provide the UNION with access to its facilities for the purpose of presenting

1 membership information to new employees, consistent with the requirements of RCW 41.56.037.
2 Duly authorized UNION officials shall be allowed to engage in membership outreach activities on
3 METRO's property, provided the UNION officials do not interfere with the business of METRO. If
4 either PARTY has concerns about access to the property, a UNION official's conduct or attire, or
5 METRO's responses to the UNION official's presence, they will notify the PARTY's upper
6 leadership and they will take immediate action to address the concerns.

7 ***SECTION 5 – UNION INSIGNIA***

8 METRO Employees may wear, while on duty, the standard type of UNION insignia
9 prescribed by the ATU International. The wearing of such insignia by a UNION member shall not be
10 cause for discipline.

11 ***SECTION 6 – MANAGEMENT RIGHTS***

12 The management and direction of the workforce, including work assignments, the
13 determination of duties, the setting of performance standards, and the development of work rules to
14 ensure the quality and efficiency of its operations and safety of Employees and the public, shall be
15 vested exclusively in METRO, except as limited by the express language of this AGREEMENT and
16 by any practice mutually established by the PARTIES.

17 ***SECTION 7 – UNION BULLETIN BOARDS***

18 METRO agrees to provide space at work locations, as determined by the PARTIES, for
19 UNION bulletin boards, which will not exceed 48 inches by 44 inches, unless otherwise agreed by
20 the PARTIES. All materials posted shall be signed by a full-time Officer of the UNION or shall be
21 on UNION letterhead. Copies of any materials posted will be sent to the appropriate manager and to
22 Transit Human Resources. No material shall be posted on or in METRO property by, or on behalf of,
23 the UNION or its members, except as provided above. However, during terms of general UNION
24 election of officers, the PARTIES shall agree upon suitable space and conditions for the posting of
25 campaign literature. In addition, METRO will provide adequate space adjacent to each UNION
26 bulletin board for a clipboard.

27 ***SECTION 8 – LABOR-MANAGEMENT RELATIONS COMMITTEE***

28 **A.** The PARTIES agree to maintain a committee to be known as the “Labor-

Management Relations Committee". This committee shall be scheduled to meet monthly for the purpose of discussing, approving, and/or proposing resolutions to:

1. Issues or problems of RAIL policy which affect the UNION and which either PARTY requests be placed on the agenda.
2. Issues or problems of contract administration, other than formal grievances which are being processed, unless mutually agreed by the PARTIES.
3. Reports from division level labor-management committees.
4. Other matters of mutual concern.

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

C. The PARTIES will also charter the following Joint Labor-Management Relations Committees:

1. LLR Operations.
2. Streetcar Operations.
3. Other Joint Labor-Management Relations Committees on an as-needed basis by mutual agreement.

SECTION 9 – JOINT SAFETY AND HEALTH COMMITTEE

The Joint Safety and Health Committee shall meet once a month or more frequently when requested by either the UNION or METRO. The committee shall consist of three members appointed by METRO and three members appointed by the UNION. Duties of the committee shall be restricted to discussing safety goals and making recommendations to help METRO improve safety standards for all METRO job classifications.

METRO is committed to providing a safe workplace and wishes to increase communication about safety concerns to Employees through their UNION. METRO and the UNION shall convene a special work group to assess the UNION's concerns about METRO's compliance with safety laws and regulations. The special work group shall consist of two members appointed by METRO and two members appointed by the UNION. The work group shall: 1) review METRO's compliance

1 with safety laws and regulations; 2) make recommendations, as appropriate, for changing workplace
2 processes and procedures; 3) assess what training may be required by law; 4) assess whether
3 METRO's staff is conducting sufficient investigations into workplace accidents and assess what
4 training may be required relating to investigations; and 5) make recommendations about how to
5 enforce safety rules in the workplace.

6 To improve the committee, the PARTIES shall work on the following issues:

- 7 1. The PARTIES shall add health as a new focus of the committee.
- 8 2. The committee may enlist the help of subject matter experts from time to time.
- 9 3. The committee shall improve its organization and processes by keeping minutes,
10 using a spreadsheet of items that it is addressing, and addressing urgent issues on an expedited basis.
- 11 4. Recommendations of the committee should be shared with both METRO's and the
12 UNION's leaderships for action, pursuing solutions, and elevating urgent issues.
- 13 5. METRO and the UNION will work to clarify the role of the various committees
14 and huddles so that Employees understand the roles of these committees and the appropriate forums
15 for raising safety issues.

16 ***SECTION 10 – JOINT SECURITY STEERING COMMITTEE***

17 The PARTIES agree to jointly maintain a Labor-Management Security Steering Committee
18 which shall meet at least quarterly for the purpose of maintaining and supporting the work of the base
19 Security Committees and to discuss security goals and potential actions to help METRO improve
20 security standards for all METRO job classifications.

21 ***SECTION 11 – ONGOING NEGOTIATIONS CONCERNING THE GROWTH OF*** 22 ***STREETCAR AND LINK LIGHT RAIL***

23 A. During negotiations, the PARTIES discussed the growth of Streetcar operations
24 in Seattle.

25 1. The City of Seattle is currently planning a connection between the South
26 Lake Union Streetcar and the First Hill Streetcar, informally known as the Connector.

27 2. The PARTIES concluded that several areas of Exhibit D of the Collective
28 Bargaining Agreement (the RAIL AGREEMENT) should be revisited and possibly updated to

1 account for the growth of the Streetcar operations.

2 3. Upon the finalization of plans for the Connector, the PARTIES agree to
3 reopen the provisions of Exhibit D (the RAIL AGREEMENT) in order to evaluate whether the needs
4 of the UNION and RAIL are met, given the expansions of Streetcar operations in Seattle. A special
5 negotiations committee will be formed for the purpose of negotiating changes to the Collective
6 Bargaining Agreement to address this growth.

7 4. Additionally, the PARTIES shall reopen and negotiate in good faith any
8 changes that are needed in order to facilitate the opening of service on the Connector line.

9 B. During negotiations, the PARTIES discussed the growth of Link Light Rail
10 operations.

11 1. Sound Transit is currently planning the expansion of Link Light Rail.

12 2. The PARTIES concluded that several areas of Exhibit D of the Collective
13 Bargaining Agreement (the RAIL AGREEMENT) should be reopened to account for the growth of
14 Link operations.

15 3. Additionally, the PARTIES shall reopen and negotiate in good faith any
16 changes that are needed in order to facilitate the opening of service for the Northgate Link Light Rail
17 Extension.

18 **SECTION 12 – COMMITTEE SELECTIONS**

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

21 **SECTION 13 – PRINTING OF THE AGREEMENT**

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

25 **SECTION 14 – COMMITTEE TO ADDRESS EMPLOYEE FATIGUE**

26 1. While all Employees may experience fatigue on the job, METRO and the UNION
27 have identified a specific need to address issues of fatigue involving Operators and Supervisors who
28 work long shifts or large amounts of overtime.

1 2. It is in the interest of both PARTIES to ensure that Employees are not overworked,
2 maintain alertness, operate in a safe manner, maintain their personal health, and maintain
3 opportunities to earn extra income through overtime work.

4 3. This Committee will be responsible for identifying its own goals, timelines, and
5 deliverables.

6 4. The Committee will have the power to commission studies about Employee
7 fatigue. METRO will provide resources for the Committee to conduct studies and the Committee
8 may hire a consultant, if appropriate. The consultant's recommendations are not binding.

9 5. Although the goals, timelines and deliverables will be established by the
10 Committee itself, the Committee should concentrate on metrics in its evaluation of METRO's work
11 rules, policies, contract language, and the needs of Employees.

12 6. The Committee shall develop recommendations to address Employee fatigue that
13 include, but are not limited to, changes to METRO's policies and changes to the Collective
14 Bargaining Agreement. The Committee's recommendations are not binding on METRO or the
15 UNION. Any recommendations that lead to changes to the Collective Bargaining Agreement must
16 be negotiated by the PARTIES and agreed to by both the UNION and METRO.

17 7. The Committee should periodically check in with the leadership of METRO and
18 the UNION to provide updates on their progress and to ensure that they are staying on task. METRO
19 and the UNION may modify the role of the Committee upon mutual agreement.

20 **SECTION 15 – EMPLOYEE DEVELOPMENT COMMITTEE**

21 1. It is in the interest of both PARTIES and the communities they serve to ensure
22 Employees are skilled, well trained, engaged, and prepared for professional growth opportunities. To
23 accomplish this goal, METRO benefits from the diverse skill sets and life experiences of its
24 Employees and offers a wide range of professional opportunities. The PARTIES recognize the value
25 of and are committed to developing Employees in preparation for anticipated future demand for its
26 services.

27 2. In recognition of the complexity of Employee development the PARTIES have
28 cooperated to establish a standing Employee Development Committee under the following terms:

1 A. This Committee will consist of representatives from both PARTIES, with
2 each PARTY selecting its own representatives. Subcommittees may be formed as needed to most
3 effectively achieve the goals of the committee.

4 B. This Committee will meet monthly (or more often upon mutual agreement
5 of its members).

6 C. This Committee may receive requests from any Labor-Management
7 Relations Committee to focus its attention on specific topics. If no topics are received, the Committee
8 may suggest its own topics of focus.

9 D. This Committee will have the power to review, evaluate, and make
10 recommendations to improve METRO's work rules, policies, procedures, contract language, and
11 other practices related to employee development. The Committee's recommendations shall be made
12 to the Labor Management Relations Committee (referenced in Article R1.8 of this AGREEMENT
13 and also known as the Joint Leadership Group) or referred to a collective bargaining process for
14 consideration and are not binding. Any recommendations that lead to changes to this AGREEMENT
15 must be negotiated by the PARTIES and agreed to by both the UNION and METRO.

16 E. This Committee will make a quarterly report of its actions to a meeting of
17 the LMRC (referenced in Article R1.8). This report shall, at a minimum, include a summary of all
18 meetings held, and an outline of progress made with regard to topics or tasks assigned by the LMRC.

19 F. METRO will provide Employees sufficient time to perform their duties as
20 Committee members. Instances of denied detail time should be reported to the LMRC (referenced in
21 Article R1.8).

22 G. Establishment of this Committee does not preclude individual LMRCs
23 from discussing or addressing issues relating to Employee development, as appropriate.

24 3. METRO and the UNION may modify the role and/or makeup of the Committee
25 upon mutual agreement.

26 **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

27 ***SECTION 1 – MERIT SYSTEM AND HIRING***

28 A. The PARTIES are committed to providing equal employment opportunity for all

1 new applicants for employment, as well as for present Employees. METRO shall recruit, select, and
2 promote employees and/or individuals from the community workforce on the basis of their relative
3 knowledge, skills and abilities, and in accordance with King County's equal employment opportunity
4 and affirmative action policies. Upon request, METRO will inform Employees of the knowledge,
5 skills and abilities that are the subject of interviews or role-plays for UNION positions.

6 **B.** Career Service and Term-Limited Temporary (TLT) Employees, as defined in
7 Article R26, who apply for a bargaining unit position and meet the minimum qualifications shall
8 proceed to the next step in the hiring process.

9 **C.** Employees are encouraged to apply for bargaining unit positions. They may apply
10 and compete with external candidates. Employees will receive an additional 5% on any passing test
11 scores. Employees who are advanced to the interview stage will receive an additional 5% added to
12 their interview scores. If an external and internal candidate are equally qualified for a bargaining unit
13 position, hiring preference will go to the internal candidate.

14 **D.** After the recruitment process is completed, METRO will offer to meet with the
15 Employee to review the process and provide feedback on how to improve as a candidate and/or offer
16 resources to better prepare for future requirements.

17 ***SECTION 2 – NONDISCRIMINATION***

18 Personnel policies concerning hiring and placement, conditions and privileges of
19 employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other
20 related programs are administered on the basis of merit and without regard to an Employee's race,
21 creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status,
22 disability, or liability for service in the Armed Forces of the United States. The PARTIES pledge to
23 comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of
24 1972, the State Law Against Discrimination, and any similar or related federal and state laws and
25 regulations which prohibit discrimination based on an Employee's race, creed, color, religion,
26 national origin, political affiliation, age, sex, sexual orientation, marital status, or disability, except as
27 specifically exempted by a bona fide occupational qualification. Any employee of METRO who
28 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary

1 action.

2 **ARTICLE R3: GENERAL CONDITIONS**

3 ***SECTION 1 – CUSTOMER COMPLAINTS***

4 The PARTIES agree that Employees have a fundamental obligation to treat the public that
5 they serve with courtesy and respect and to provide safe transport. RAIL and the UNION reaffirm
6 their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer
7 complaints. RAIL will not release Operator names to customers, or disclose names of customers to
8 Operators except as set forth in the Grievance Procedure.

9 ***SECTION 2 – TECHNOLOGICAL CHANGE***

10 A. If RAIL considers a technological change that has an impact on the wages, hours
11 or working conditions of any Employee, METRO agrees to notify the UNION at least 60 days prior
12 to implementation of such technological change and further agrees to negotiate with the UNION any
13 impact or effect upon any Employee.

14 B. If a technological change results in the creation of a new job classification which is
15 appropriately included in the UNION, METRO agrees to negotiate the wages, hours and working
16 conditions with the UNION.

17 C. If a technological change results in the displacement of an Employee, the transfer
18 and/or retraining of the displaced Employee will be negotiated with the UNION.

19 ***SECTION 3 – LOST AND FOUND ITEMS***

20 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
21 box provided by METRO or to the Lost and Found Office. No article may be kept by an Employee.

22 ***SECTION 4 – PAYROLL DEDUCTIONS***

23 No payroll deduction shall be made, except those required by law or authorized by the
24 Employee. An Employee may directly deposit their entire paycheck to any financial institution
25 affiliated with the National Automated Clearing House Association (NACHA).

26 ***SECTION 5 – RESTROOMS AND FIRST AID FACILITIES***

27 A. On Routes: RAIL will arrange for access to adequate restrooms to be used by
28 Employees in Link Light Rail and Streetcar shall take all reasonable steps to ensure each restroom's

1 sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to
2 each LINK terminal, and at least one terminal of the Streetcar line. Employees shall have sufficient
3 time to walk to and use the restroom. If Employees have concerns about the distance to or adequacy
4 or restroom facilities along a route, or concerns about schedules that they believe have insufficient
5 time at the end of the line to access and use a restroom, then Employees should submit a request for
6 action through the Comfort Station Coordinator and the Schedule Maker.

7 **B.** At RAIL's facilities: RAIL will provide sanitary and adequate toilet facilities, and
8 a first aid area and required equipment at all permanent work sites.

9 **C.** Issues regarding restrooms shall be placed as a permanent agenda item at all Joint
10 Safety and Health Committee meetings. The Committee shall review all requests submitted to the
11 Comfort Station Coordinator and action steps taken in response.

12 **SECTION 6 – CONTRIBUTIONS AND SOLICITATIONS**

13 **A.** No Employee shall be compelled to contribute to any charitable, civic or other
14 public fund or collection. Such contributions shall be on a voluntary basis.

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

19 **C.** RAIL will not solicit complaints or comments from Employees concerning their
20 wages, hours or material working conditions without the approval of the UNION.

21 **SECTION 7 – DEFECTIVE EQUIPMENT**

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

24 If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for the
25 Employee's reasonable attorney fees for litigating the fine. If an Employee receives a fine for
26 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees
27 for litigating the fine. This shall not apply where an Employee was aware of or should have been
28 aware of and failed to report the defective equipment and/or missing equipment for which the fine

1 was issued.

2 ***SECTION 8 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

3 No Employee shall be required to take a lie detector test or be subject to unlawful
4 surveillance. Random or indiscriminate surveillance will not be made by means of recording
5 equipment and/or telephones without advance consent from the President/Business Representative of
6 the UNION, unless such surveillance is for the security of the public and/or Employees or for the
7 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
8 disciplined for work conduct observed on a security surveillance system, except for conduct
9 constituting a major infraction as listed in Article R4, Section 3.

10 ***SECTION 9 – SERVICE LETTER***

11 Upon request, an Employee or former Employee will be provided a letter showing their term
12 of service and the position(s) in which they were employed.

13 ***SECTION 10 – METHOD OF NOTIFICATION***

14 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
15 with an Employee, they shall notify the Employee in writing, of the purpose and time limitation for
16 having the meeting. RAIL will take the Employee's work schedule into account when making the
17 request. Any Employee required to meet with their immediate supervisor shall be paid for all time
18 spent with the immediate supervisor.

19 ***SECTION 11 – SUBCONTRACTING***

20 **A.** RAIL's choice to use METRO Employees to perform RAIL work does not
21 constrain RAIL from selecting outside contractors in other instances. However, prior to RAIL
22 contracting out work that has been normally and historically performed by Employees, the PARTIES
23 acknowledge that they must reach an agreement to do so. RAIL affirms the value of having
24 Employees performing regular ongoing work associated with King County's role to operate and
25 maintain Link Light Rail.

26 **B.** Nothing in the AGREEMENT affects the rights and remedies that are available to
27 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
28 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this

1 AGREEMENT.

2 ***SECTION 12 – VENDING MACHINE PROCEEDS***

3 A. To the extent permitted by Sound Transit, METRO agrees to lease space for
4 vending machines in RAIL facilities to an organization which will in turn contract with the UNION
5 for payment of the historical and traditional 25% of the net proceeds it receives from these vending
6 machines directly to the UNION. The UNION will then forward those monies to the Puget Sound
7 Labor Agency or the Local 587 Retirees Chapter for social, recreational and charitable purposes.

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

10 ***SECTION 13 – PROBATIONARY PERIOD***

11 A. Each RAIL Employee shall have a probationary period commencing with their
12 date of employment. Upon satisfactory completion of probation, the Employee will enjoy all rights
13 of regular Employee status. Any Employee who came from a Bus position to RAIL and who fails
14 probation for any reason, other than committing a major infraction, will be returned to their Bus
15 position. Any Employee hired from the street who fails probation will be terminated from METRO.

16 B. All RAIL classifications shall have a six-month probationary period. However,
17 Rail Supervisors shall have a twelve-month probationary period.

18 ***SECTION 14 – SPECIAL DUTY ASSIGNMENTS***

19 A. Definitions:

20 1. Special Duty Assignment – When an Employee in a Base Position is
21 temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise
22 the majority of the work performed for a minimum of 45 days. Term-Limited Temporary (TLT)
23 Employees are not eligible for Special Duty Assignments.

24 2. Base Position – The Employee's underlying position where they hold seniority, while on
25 Special Duty Assignment.

26 3. Bargaining Unit Position – The bargaining unit position that represents the Employee's
27 regular Base Position.

28 4. Special Duty Bargaining Unit Position – The bargaining unit that represents the special

duty position or body of work, outside the bargaining unit.

5. Detail Assignment – When a UNION member is chosen to perform work by the UNION and work is paid for by the UNION. A UNION detail will be in accordance with Article R10, Section 3.

6. Working out of classification/upgrade – When an Employee in a Base Position is temporarily assigned the duties of a higher paid classification for less than 45 calendar days. Employees working out of classification may not be required to perform all the responsibilities of the higher-level classification.

7. Temporary Assignment – Work assigned by METRO that is temporary in nature and necessary to fill an immediate organizational and/or safety issue.

B. The PARTIES recognize the value provided to Employees by having Special Duty and working out of classification opportunities available. The PARTIES also agree that Special Duty Assignment and working out of classification opportunities should balance the desire of Employees to prepare for promotional opportunities with the need to have an Employee accumulate experience in a position in order to be effective in that position.

C. Where a vacancy occurs in any position within in the bargaining unit, which is to be filled by a Special Duty Assignment, Employees of METRO who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Such vacancy shall be posted and filled in accordance with METRO’s Merit System per Article R2, Section 1. Among Employees seeking any such position, seniority shall be considered in filling the position.

D. The posting obligation for a Special Duty Assignment shall be triggered when a vacancy is foreseen to be filled for 45 days or longer. In the interim, METRO may fill the work consistent with this AGREEMENT, until the Employee is selected from the posting process. The terms for Special Duty Assignments are as follows:

1. 45 days to Twelve Months – Shall be approved by METRO to provide additional staffing:

a. Due to work that exceeds either the volume and/or complexity of what is routine, and is for limited duration;

1 **b.** Due to unforeseen work caused by unique circumstances, which are
2 not expected to reoccur; or

3 **c.** Needed to either develop and/or implement a new function, system
4 or proposal.

5 **d.** To backfill for a vacant Career Service position, however, may
6 exceed twelve months if posting and recruitment process prolongs the timeline requirement for
7 mutual agreement by the PARTIES.

8 **e.** To backfill for a vacant position because an Employee is absent due
9 to a Special Duty Assignment, leave of absence, or military duty.

10 **f.** Special Duty Assignments originally set as one-year assignments
11 that exceed twelve months must be reposted. Under special circumstances and mutually agreed
12 between the UNION and METRO an extension will be allowed.

13 **2.** Up to Two Years – Shall be approved by METRO to perform a significant
14 or substantial body of work such as a non-routine project or related to the initiation or cessation of a
15 County function, on a clearly defined grant-funded or capital project.

16 **E.** Any Employee who is on a Special Duty Assignment for at least 6 months shall be
17 required to spend at least 90 days in their Base Position before beginning another Special Duty
18 Assignment. If an Employee is foreseen to be on Special Duty Assignment, they will be marked as a
19 no-pick in their Base Position for the duration of the assignment until they have returned to their Base
20 Position.

21 **F.** For all Special Duty Assignments, RAIL will notify the UNION of the start date,
22 projected length of the assignment and any changes made to the Special Duty Assignment.

23 **G.** Compensation, hours of work, and applicable contractual working conditions shall
24 be consistent with the Special Duty bargaining unit's collective bargaining agreement from the time
25 the Employee is placed in the assignment until the time the Employee returns to their bargaining unit
26 position. Contractual provisions relating to the base bargaining unit's position (i.e. reduction in force
27 and seniority) shall continue to apply during the Special Duty Assignment.

28 **H.** An Employee on Special Duty Assignment will be placed at the first step of the

1 Special Duty classification pay range or given a flat 5% above the Employee's bargaining unit
2 position rate of pay, whichever is higher. Shift differentials will not be included when calculating
3 Special Duty pay rate. An Employee who accepts a Special Duty Assignment to a lower paid
4 position shall receive the wage rate for such lower paid position.

5 I. Special Duty pay shall not be considered part of an Employee's bargaining unit
6 position pay rate for purposes of pay rate determination as a result of promotion or reclassification,
7 cash-out of vacation or sick leave, or vacation or sick leave donations.

8 J. Paid leave (e.g. vacation, sick, AC, bereavement) while on a Special Duty
9 Assignment shall be at the Employee's Special Duty pay rate. If the Special Duty Assignment is
10 FLSA non-exempt, the Employee's Special Duty pay will be used for the computation of overtime
11 and AC time.

12 K. An Employee on Special Duty Assignment will continue to advance through the
13 pay steps of their Base Position pay range while on Special Duty. If an Employee who served in the
14 Special Duty Assignment is hired into the position, the Employee shall be credited pay steps for time
15 served on the Special Duty Assignment. When the Special Duty Assignment is completed, the
16 Employee's pay shall revert to the Base Position pay rate the Employee would have received if the
17 Employee had not been on a Special Duty Assignment.

18 L. If the Special Duty position is converted to a Career Service position, and the
19 Employee who served in the Special Duty Assignment is hired into the Career Service position, the
20 Employee shall receive credit towards their probationary period for time served in the Special Duty
21 Assignment. If the time served in the Special Duty position was longer than the required
22 probationary period for that position, an Employee who has 90 days or more of continuous
23 employment in the classification at the time of selection, the probationary period shall be reduced by
24 90 days.

25 M. An Employee's Special Duty Assignment will end when METRO becomes aware
26 that the Employee working the Special Duty Assignment will be absent exceeding 30 calendar days
27 or at the conclusion of a 30-day absence, whichever occurs first.

28 ***SECTION 15 – WORKING OUT OF CLASSIFICATION/UPGRADE***

1 **A. Working** out of classification/upgrade occurs when an Employee in a Base Position is
2 temporarily assigned the duties of a higher paid classification for less than 45 calendar days.
3 Employees working out classification/upgraded may not be required to perform all the
4 responsibilities of the higher-level classification.

5 **B.** All assigned work performed in a higher paid classification as working out of
6 classification or upgrade will be paid a minimum of two hours at the rate of the higher paid
7 classification. When an Employee is assigned such work for more than two hours up to and
8 including four hours, they will be paid at such rate for four hours. When an Employee is assigned
9 such work for more than four hours, they will be paid at such rate for eight hours and will be paid at
10 the overtime rate for such classification, if applicable, for time in excess of eight hours.

11 **C.** While working out of classification, the Employee will receive 5% working out of
12 classification pay premium, however the increase may not exceed the top step of the position. Shift
13 differentials will not be included when calculating 5% working out of classification pay premium.
14 Any overtime earned while working out of classification will include the 5% premium. Paid leave
15 (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the
16 rate of the Employee's bargaining unit position (without the 5% working out of classification pay
17 premium).

18 **D.** If a working out of classification assignment exceeds 44 consecutive calendar
19 days, the assignment will be converted prospectively to a Special Duty Assignment and must be
20 posted for all bargaining unit members.

21 **E.** If an Employee is assigned work in a lower paid classification, such Employee
22 shall not suffer any reduction in wages.

23 **F.** While working out of classification, this AGREEMENT shall continue to apply
24 with the exception of specific work rules associated with the out-of-classification bargaining unit.

25 **SECTION 16 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATORY**
26 **(AC) DONATION**

27 **A.** Each calendar year, an Employee may donate up to 50% of their available vacation
28 leave and up to 100% of their AC time, in eight-hour increments, to individuals employed by King

1 County.

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

4 **C.** Donated vacation, sick leave and AC time become the property of the recipient.
5 Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation,
6 sick leave, and AC time may be donated only to an individual employed by King County who has
7 exhausted or will have exhausted, within five calendar days following receipt of the donation request
8 in the Payroll Section, their sick leave, vacation leave and AC time.

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

12 **E.** If a UNION Employee donates leave to a King County employee who is not
13 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
14 to the recipient of the leave. If a King County employee who is not represented by the UNION
15 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
16 administered by the terms of this Section.

17 ***SECTION 17 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR***

18 **A.** The PARTIES agree that because of the small size of the Streetcar operation, there
19 shall be variations from the usual, customary and historic work jurisdiction rules and practices that
20 have been established in the Bus AGREEMENT. RAIL shall generally respect the classification
21 boundaries that are established in the classification specifications for Streetcar jobs; however it is
22 agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be
23 expected to perform work for which they have not been adequately trained or which is unsafe.

24 **B.** If the UNION believes that cross-classification work has exceeded an incidental
25 amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the
26 UNION's concerns over staffing levels and work assignments. Following growth of the Streetcar
27 operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the
28 larger, more established workforce.

SECTION 18 – NEGOTIATED MEAL AND REST PERIODS

The PARTIES agree to continue the long standing agreement to specifically supersede in total the State provisions regarding meal and rest periods for Employees. LLR Operators, LLR Supervisors, Streetcar Operators, O&M Supervisors, and Rail Signal and Communications Technicians do not receive a designated meal period. Additionally, Employees in these job classifications will be entitled to meal and rest periods only as described in this AGREEMENT, and not those provided by state law. Meal and rest periods for other Employees covered by this AGREEMENT have also been negotiated in ways that supersede State provisions in whole, or in part.

SECTION 19 – EMPLOYEE RECOGNITION

In addition to continuing existing programs to recognize outstanding performance, the PARTIES agree to establish a program to offer recognition to work teams or individuals whose efforts improve the delivery of METRO services to county residents and/or achieve cost savings while maintaining or bettering the present quality of service delivery.

The PARTIES will establish administrative guidelines for the program. The program will establish both monetary and non-monetary awards to teams or individuals:

A. That demonstrate measurable improvements in one or more of the following areas:

1. Improved operating methods or procedures, resulting in increased productivity;
2. Improved customer or Employee satisfaction;
3. Improved cycle time or efficiency;
4. Decreased costs;
5. Conservation of resources; or
6. Reduction in Employee injuries and accidents.

The administrative guidelines established by the committee shall identify other means by which Employees may nominate work teams and individual Employees for evaluation and awards. Authority, if any, to grant monetary and non-monetary awards is based on King County Code.

1 **ARTICLE R4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

3 A. The PARTIES believe in the notion of positive intent, with all Employees striving
4 to perform at their personal best. RAIL and the UNION endeavor to create a work environment that
5 is both Employee and service oriented. To best accomplish this goal, the PARTIES acknowledge that
6 there are positive approaches to correct Employee job performance (e.g. coaching, counseling,
7 training, etc.) that serve as an alternative approach to discipline.

8 The intent of discipline is corrective, rather than punitive, in nature and is subject to just
9 cause.

10 The PARTIES acknowledge there are egregious actions and behaviors (e.g. workplace
11 violence, theft, etc.) that may require immediate formal disciplinary action, up to and including
12 termination. The PARTIES agree to consider any mitigating factors when issuing discipline (e.g.
13 self-defense, harassment, threats, external elements, etc.).

14 B. The intent of this Article is to provide Employees the opportunity to take
15 responsibility for performance and attendance issues while maintaining positive, two-way
16 communication with RAIL. METRO shall not discipline Employees based on anonymous or
17 unsubstantiated complaints.

18 C. Upon request, all Employees are entitled to UNION representation during any
19 formal discipline. Employees will be permitted to review their disciplinary record or attendance
20 record upon advance notice to their Chief/Superintendent.

21 D. Coaching/Counseling with Employees should be considered opportunities to help
22 Employees be successful. These conversations are not considered discipline and cannot be grieved.
23 If a memorandum of counseling has been placed in the Employee's personnel file, a copy will be
24 provided to the Employee. If the Employee disagrees with the counseling, they may provide a
25 written rebuttal to their Chief, which will be added to the Employee's personnel file.

26 E. An Employee called as a witness by RAIL, during an investigation or hearing,
27 shall receive regular compensation as set forth in Article R10, Section 10.

28 F. The RAIL Manager is responsible for identifying the procedures governing RAIL

1 Operations. These processes will be defined in the issuance, control and modification of Directives,
2 Rules, Standard Operating Procedures (SOPs), Standard Maintenance Procedures (SMPs), Notices,
3 Long-Term Special Instructions and Train Orders.

4 **G.** *The Rulebook*, the official handbook of the RAIL Division will specify the rules,
5 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.
6 If it is necessary to revise or change *The Rulebook*, the revisions or changes will be discussed with
7 the UNION before implementation. *The Rulebook* will be available at RAIL bases.

8 **H.** A UNION-represented Employee will not issue discipline to another UNION-
9 represented Employee.

10 **SECTION 2 – METHOD OF NOTIFICATION**

11 When an immediate supervisor wants to discuss an existing or potential disciplinary matter
12 with an Employee, they shall notify the Employee in writing of the purpose and time limitation for
13 having the meeting. RAIL will take the Employee's work schedule into account when making the
14 request. Any Employee required to meet with their immediate supervisor shall be paid for all time
15 spent with the immediate supervisor.

16 **A.** RAIL shall notify an Employee in writing, with a copy to the UNION, of any
17 proposal to suspend or discharge the Employee (commonly called a *Loudermill* letter). The
18 Employee shall sign the proposal to suspend or discharge to acknowledge receipt of the same. RAIL
19 shall also issue in writing, to the Employee, with a copy to the UNION, the final decision to issue the
20 proposed suspension or discharge.

21 **B.** During an investigation, at the discretion of RAIL, an Employee may be placed on
22 Paid Administrative Leave (PAL).

23 **SECTION 3 – CATEGORIES OF INFRACTIONS**

24 When an Employee's behavior rises to the level of an infraction, RAIL shall categorize the
25 infraction as a minor, serious, or major infraction. The level of infraction shall serve as a basis for
26 evaluating the appropriate level of progressive discipline under the principles of just cause.
27 Employee infractions shall be categorized for the purpose of ensuring that METRO issues fair,
28 consistent, and unbiased levels of discipline, and so that discipline can be corrective, rather than

1 punitive, where appropriate.

2 **A. MINOR INFRACTIONS**

3 Minor infractions are violations of work rules or behavioral issues where coaching/counseling
4 normally can correct the behavior and formal discipline may not be necessary. When formal
5 progressive disciplinary actions are issued for minor infractions, they will be in writing and signed by
6 the Employee. Discipline should be issued in a respectful, positive manner, allowing the Employee
7 the opportunity to take responsibility and make the necessary changes for them to succeed. Minor
8 infractions will not count against an Employee for promotional opportunities. Repeated violations of
9 work rules and/or behavioral rules considered to be minor infractions will be subject to progressive
10 discipline under the just cause standard.

11 **B. SERIOUS INFRACTIONS**

12 **1.** RAIL may determine that a performance or behavioral problem is
13 sufficiently serious in nature to lead to an unpaid suspension, subject to the principles of just cause,
14 and are issued for the purpose of correcting the Employee's behavior.

15 **2.** Additionally, in recognition of the stringent industry requirements, RAIL
16 may determine that an infraction is misconduct, negligence, or a serious performance problem, which
17 warrants discipline under the just cause standard. Discipline in this category will result in
18 suspension, as described below, with subsequent violations resulting in additional suspensions of
19 greater length, return to a prior Bus-side position, or termination from METRO.

20 **a.** The following will be considered examples of serious infractions –
21 negligence and will result in a one-day suspension, except as noted, for the first violation. Additional
22 violation(s) in a one-year period will result in further discipline up to and including termination from
23 RAIL with return to the Employee's Bus position or termination from METRO based on the just
24 cause standard.

25 **1.** Signal violation*

26 **2.** Switch violation*

27 * Signal and switch violations related to the same move may be considered a single infraction. The
28 first one-day suspension in any twelve month period for either a signal or switch violation will be

1 held in abeyance for one year. If no further serious infraction occurs in the twelve month period, the
2 suspension will be converted to a written reprimand and all reference to the one-day suspension will
3 be expunged from the Employee's personnel file.

4 3. Opening the door on the wrong side of the vehicle.

5 4. Opening the door away from a platform without
6 authorization.

7 5. Reverse running a train on the mainline without LCC
8 authorization.

9 6. Violation of the conditions of a work zone, walking
10 inspection, slow zone,

11 Failure to check under and

12 7. Train wayside error resulting in a conflicting move.

13 8. Backing a train on the mainline without LCC authorization
14 and a flagger.

15 9. Violation of a Train Order or Special Instruction.

16 10. Violations of any operating rule which requires notification
17 to and permission from LCC prior to proceeding.

18 11. Operating in excess of the posted speed.

19 12. Failure to check under and around an LRV prior to
20 movement.

21 b. In recognition of the stringent industry requirements, for the purpose
22 of evaluating an Employee's eligibility for promotion, a first one-day suspension in the following
23 categories will be treated by King County as a written reprimand: opening the door on the wrong
24 side of the vehicle, opening the door away from a platform without authorization and train wayside
25 error resulting in a conflicting move. A one-day suspension notice under this paragraph shall contain
26 this discipline equivalency disclaimer.

27 c. A RAIL Employee discharged for a serious infraction will be
28 returned to their former Bus classification on an assignment mutually agreed by the PARTIES. All

1 RAIL infractions shall remain on such Employee's permanent METRO record.

2 **C. MAJOR INFRACTIONS**

3 It is understood that there may be egregious cases that may result in discharge, unpaid
4 suspensions, or other disciplinary actions, that do not require corrective action. Examples of major
5 infractions include, but are not limited to: Acts of violence, violations of drug, alcohol or weapons
6 policy, theft and harassment based on legally protected status. Major infractions will not result in
7 discharge unless RAIL determines the circumstances are so irredeemable that discharge is
8 appropriate.

9 **D. ACCIDENTS**

10 Discipline for accidents will be issued according to the rules, procedures, and review process
11 contained in the Accident Preventability Determination procedure. Any additional work rules or
12 behavioral issues in conjunction with an accident may result in coaching/counseling if the accident is
13 deemed non-preventable, unless the conduct rises to the level of a major infraction. In situations
14 where there has been a preventable accident as well as a separate infraction, an Employee will not be
15 subject to double jeopardy (receiving accident points and being additionally disciplined for the same
16 infraction).

17 **SECTION 4 – TYPES OF DISCIPLINE**

18 **A.** Types of discipline shall include oral reminders, written reminders, disciplinary
19 probation, demotion, suspension and discharge.

20 **B.** To determine the appropriate level of discipline, the seriousness of the infraction
21 should be considered as well as other factors, including, but not limited to: Liability, injury, threat
22 and response, the Employee's state of mind, the Employee's record, repeated behavior, the
23 Employee's tenure, etc. Factors may also include the Employee's training record, whether the
24 actions of others contributed to the event, and whether the Employee's actions were willful.

25 **C.** Oral and written reminders will be given to the Employee by their immediate
26 supervisor for infractions. For an oral reminder, the immediate supervisor will file a memo (copy) in
27 the Employee's service record covering the contents and cause for the reminder within a reasonable
28 time after the infraction. The Employee shall sign the memo to acknowledge receipt of the oral

1 reminder. For written reminders, an explanation will be given to the Employee in writing, with a
2 copy filed in the Employee's service record within a reasonable time after the infraction. The
3 Employee shall sign the written reminder to acknowledge receipt of same.

4 **D.** Explanation of the suspension of any Employee by RAIL shall be given to the
5 Employee in writing.

6 **E.** Whenever RAIL discharges an Employee, explanation of the discharge will be
7 given to the Employee in writing.

8 ***SECTION 5 – DECISION MAKING LEAVE***

9 At RAIL's discretion, an Employee may be offered a day of paid decision-making leave when
10 RAIL believes an Employee is at a critical juncture in their career, where they may be facing
11 significant discipline, such as termination from employment. The purpose of this leave is to provide
12 an Employee with the opportunity to consider their conduct in the workplace, to understand that they
13 are facing significant discipline, and consider their ongoing employment at RAIL. Decision-making
14 leave will typically be offered after RAIL has completed an investigation and has proposed
15 discipline.

16 During the day of decision-making leave, the Employee must create a plan for avoiding
17 further misconduct or discipline. Upon return from leave the Employee will be required to discuss
18 that plan with their supervisor. As a result of this discussion, RAIL may determine not to impose
19 traditional discipline.

20 Decision-making leave will typically be offered to an Employee only once in their career,
21 with exceptions as appropriate. An Employee may reject the opportunity to take decision-making
22 leave.

23 ***SECTION 6 – REMOVING INFRACTIONS***

24 A minor infraction which is one year old shall be crossed off the Employee's record. Future
25 disciplinary action will be based on the number of infractions that remain. For example, if an
26 Employee commits a minor infraction on January 4th of a year, that infraction shall be crossed off on
27 January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar
28 days, the total time on leave will be added to the one-year period that must elapse before a minor

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

3 ***SECTION 7 – PROBATION AND RAIL CARDS***

4 A. Except as noted below for former Bus Employees, probationary Employees who
5 are not satisfactory, in the judgement of RAIL, will be discharged from METRO. A RAIL Employee
6 who has come from Bus and who is not satisfactory, in the judgement of RAIL, or who quits RAIL
7 during probation, shall be returned to their former Bus position. Operators will be returned to their
8 last picked base per Article 15, Section 5 and Article 16, Section 5 of the Bus AGREEMENT. The
9 Employee will not be off work without pay for more than five weekdays. Any RAIL infractions will
10 remain on their METRO record. This Paragraph does not apply to a RAIL Employee who is
11 discharged for committing a major infraction.

12 B. A RAIL Operator who comes from Bus and is required to have a Rail card, and
13 who fails to recertify their Rail Card will be removed from RAIL and returned to Bus. Unless
14 mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section
15 5, or Article 16, Section 5 of the Bus AGREEMENT. The Employee will not be off work without
16 pay for more than five weekdays.

17 C. Discharges and removals during the probationary period are not subject to the
18 grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon
19 request, have the right to a termination review. The termination review must be requested within 15
20 days of the notification of discharge. RAIL will schedule the termination review and respond to the
21 UNION, in writing, within a reasonable time.

22 ***SECTION 8 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE***

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

25 ***SECTION 9 – WRONGFULLY SUSPENDED OR DISCHARGED***

26 A. If, after review of a suspension or discharge, it is mutually agreed that an
27 Employee who was suspended or discharged was completely blameless of charges regarding the
28 offense, they shall be reinstated to their former position without loss of seniority and will be paid

1 wages lost as though they had not been suspended or discharged. No entry shall be made on the
2 Employee's record of such suspension or discharge.

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

6 ***SECTION 10 – LAST CHANCE AGREEMENTS***

7 Any last chance agreement or retention of employment agreement must be signed by the
8 Employee and the President/Business Representative/designee of the UNION and METRO.

9 **ARTICLE R5: GRIEVANCE AND ARBITRATION**

10 ***SECTION 1 – CUSTOMER COMPLAINTS***

11 When a grievance involves a customer complaint, RAIL will make an exception to its general
12 policy of non-disclosure of customer names upon request of the UNION. If the UNION requests
13 disclosure of the customer name and telephone number, the following procedure will apply:

14 **A.** RAIL facilitates contact between the complainant and UNION by contacting the
15 complainant and providing them with two options. The complainant may either: (a) consent to
16 disclosure of their name and telephone number to the UNION, or (b) agree to personally call the
17 UNION designee who has made the request.

18 **B.** If the complainant consents to disclosure of their name and telephone number to
19 the UNION, RAIL shall provide that information to the UNION. If the complainant agrees to call the
20 UNION, METRO shall provide the complainant with the UNION designee's name and telephone
21 number. If RAIL reasonably determines that the complainant is vulnerable by reason of age,
22 disability, or some other reason, METRO shall provide to the UNION the name and telephone
23 number of the complainant's parent or guardian.

24 **C.** If the complainant agrees to disclose their name and number to the UNION but not
25 to the grievant, RAIL shall provide the name and number to the UNION designee. The UNION
26 designee shall not disclose the complainant's name or number to the grievant. When the UNION
27 designee makes inquiries to the complainant, they shall explain that the complainant's name and
28 number will not be disclosed to the grievant.

SECTION 2- GRIEVANCE PROCEDURE

A. Employee grievances concerning the interpretation and application of this AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except as outlined in Paragraph D. A “grievance”, as used in this AGREEMENT, shall mean a claim by an Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning the proper application or interpretation of this AGREEMENT.

B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as specified in Article R8, Section 3, the time limit will be extended until 5:00 p.m. on the following business day. Time limits defined in this Section may be extended by a written agreement between the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit all rights and claims to the grievance; and the grievance shall be considered resolved in the other PARTY’s favor; it being understood that such forfeiture does not decide the merits or establish a precedent. This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the response deadline, the UNION has the right to move the grievance to the next step. If the UNION fails to move the grievance to the next step by the deadline or notify RAIL of its intent to not pursue the grievance, RAIL will send a written notice requiring the UNION to respond or withdraw within 30 days of the notice.

C. Employees are encouraged to meet, whenever possible, with their chief or supervisor/superintendent to discuss their claim that the contract has been violated prior to filing a formal grievance. If an Employee initiates such a conversation, the deadline to file a grievance on their claim shall be automatically extended by an additional 15 days beyond the deadlines specified in Step 1 below for Subsections D and E of the grievance process. This additional extension will be documented by METRO and provided to the Employee. The purpose of this extension is to allow the PARTIES the necessary time to gather and share information, as needed, to facilitate a resolution without the need to file a formal grievance. This process does not waive the UNION’s right to file a grievance if no resolution is reached.

D. If a grievance arises, it shall be put in writing, specifying the act or event being grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been

1 violated, and the remedy sought. It will be handled in the following manner, except that grievances
2 pertaining to the discharge of an Employee shall be processed in accordance with Paragraph E.

3 E. As used in this Article, “/designee” refers to an individual who has been explicitly
4 identified by the appropriate Superintendent or Section Manager to handle the grievance in their
5 place.

6 F. If either PARTY wishes to raise a procedural concern about a grievance, it must do
7 so in the documentation or hearing in support or defense of the grievance. By doing so, this
8 procedural concern becomes a part of the record of the grievance. Claims of forfeiture are evaluated
9 under Paragraph B above.

10 Step 1 – The Employee’s Base: Within 15 days of the act or knowledge of the
11 act being grieved, the Employee shall present the written grievance to their immediate
12 Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is unavailable,
13 then to any Chief/Superintendent/designee. Thereafter, the Superintendent/designee shall meet with
14 the Employee and, unless UNION representation is waived in writing by the Employee, a Shop
15 Steward/UNION Officer within 15 days after receipt of the grievance to discuss the grievance. The
16 meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 15
17 days after the meeting, notify the UNION in writing of its decision via the mutually agreed upon
18 electronic method. If the UNION Business Representative/designee determines that the grievance
19 has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in
20 writing and sent via the mutually agreed upon electronic method.

21 Step 2 – The Employee’s Section Manager: The grievance shall be presented
22 to the Section Manager/designee. Thereafter, the Section Manager/designee shall meet with the
23 Employee and the UNION Business Representative/designee to review and discuss the grievance
24 within 15 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the
25 PARTIES. If a grievance involves discipline, the person who issued the discipline will not conduct
26 the meeting. METRO shall, within 15 days following the meeting, notify the UNION in writing of
27 its decision via the mutually agreed upon electronic method. The UNION Business
28 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.

1 Such referral must be in writing and sent via the mutually agreed upon electronic method.

2 **Step 3 – Transit Labor Relations:** The grievance shall be presented to Transit
3 Labor Relations. Thereafter, the Employee and UNION Business Representative/designee will meet
4 with a committee consisting of a Transit Labor Relations designee, Section Manager/designee and
5 other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall
6 be held within 15 days after receipt of the Step 3 referral, unless a later date is mutually agreed by the
7 PARTIES. METRO shall, within 15 days from the meeting, notify the UNION in writing of its
8 decision via the mutually agreed upon electronic method. If no agreement can be reached at Step 3,
9 the UNION Business Representative/designee may appeal to arbitration by notifying Transit Labor
10 Relations in writing. Such referral must be in writing and sent via the mutually agreed upon
11 electronic method, within 60 days after the UNION receives the Step 3 decision.

12 **G.** If a grievance arises that involves an Employee's discharge, it shall be handled in
13 the following manner:

14 **Step 1 – The Employee's Section Manager:** Within 15 days of the act or
15 knowledge of the act being grieved, the Employee shall present the written grievance to their
16 immediate Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is
17 unavailable, then to any Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged
18 Employee may choose to appeal their discharge to the King County Personnel Board. Such appeal
19 will withdraw and void any grievance filed through the UNION procedure. If the Employee chooses
20 to be represented by the UNION, they waive any right to appeal to the King County Personnel Board.
21 The Employee's immediate Section Manager/designee shall meet with the Employee and, unless
22 UNION representation is waived in writing by the Employee, the UNION Business
23 Representative/designee within 15 days after receipt of the grievance to discuss the grievance. The
24 meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 15
25 days after the meeting, notify the UNION in writing of its decision via the mutually agreed upon
26 electronic method. Under no circumstances will METRO be relieved of the obligation to issue a
27 written decision and if the deadline has been missed, METRO must issue the decision within five
28 days of being notified of the missed deadline. Failure to comply with the 15 day response deadline

1 shall result in an additional day of back pay to the Employee for each day that METRO's response is
2 late. This additional back pay shall be paid only in the event that an arbitrator returns the discharged
3 Employee to work. If after receiving METRO's response, the UNION Business
4 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within
5 15 days of such notification. Such referral must be in writing and sent via the mutually agreed upon
6 electronic method.

7 **Step 2 – Transit Labor Relations:** The grievance shall be presented to Transit Labor
8 Relations. Thereafter, the Employee and UNION Business Representative/designee will meet with a
9 committee consisting of a Transit Labor Relations designee, Section Manager/designee and other
10 appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held
11 within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the
12 PARTIES. A written decision shall be sent to the UNION within 15 days after the meeting via the
13 mutually agreed upon electronic method. Under no circumstances will METRO be relieved of the
14 obligation to issue a written decision and if the deadline has been missed, METRO must issue the
15 decision within five days of being notified of the missed deadline. Failure to comply with the 15 day
16 response deadline shall result in an additional day of back pay to the Employee for each day that
17 METRO's response is late. This additional back pay shall be paid only in the event that an arbitrator
18 returns the discharged Employee to work. If after receiving METRO's Step 2 response and no
19 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to
20 arbitration by notifying Transit Human Resources in writing. Such referral must be in writing and
21 sent via the mutually agreed upon electronic method within 60 days after the UNION receives the
22 Step 2 decision.

23 **H.** Time spent by Employees adjusting grievances and/or pursuing arbitration is not
24 working time and shall not be compensated. However, if a Step 1 grievance hearing is held during
25 the Employee's normal working hours, the Employee will not suffer a loss in compensation.
26 Grievances shall be heard during management's normal working hours unless stipulated otherwise by
27 both PARTIES.

28 **SECTION 3 – ARBITRATION PROCEDURE**

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

6 1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators
7 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list
8 referred in Article 5, Section 2, Paragraph A.1 of the Bus AGREEMENT.

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

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

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

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

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

28 C. No more than one grievance shall be submitted before the same arbitrator at one

1 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

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

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

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

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

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

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

21 **H.** The PARTIES agree to attend a pre-arbitration conference not later than 30 days
22 after the arbitration is requested. The purpose of such conference shall be to discuss and narrow
23 issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

24 **I.** The arbitration hearing shall be conducted under the rules and regulations set forth
25 by the American Arbitration Association.

26 **J.** In proceedings involving customer complaints, where a complainant refuses to
27 disclose their name to, call, or cooperate with the UNION, and the complainant is unwilling to testify,
28 the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of

1 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the
2 admissibility of customer complaints shall not be binding upon another arbitrator in another
3 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was
4 unwilling to speak with the UNION and unwilling to testify. Nothing in this AGREEMENT restricts
5 a PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a
6 complainant.

7 **SECTION 4 – EXPEDITED ARBITRATION**

8 **A.** As an alternative to the arbitration procedure outlined in Section 2, the PARTIES
9 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either
10 PARTY may request an expedited arbitration process. At the time of the request, the PARTY
11 requesting an expedited arbitration shall outline the process desired. The requested expedited
12 arbitration process may include, but is not limited to, some or all of the following characteristics as
13 agreed by both PARTIES:

- 14 1. The PARTIES will not be represented at the hearing by attorneys;
- 15 2. The hearing will be informal and conducted under the rules and regulations
16 set forth by the American Arbitration Association;
- 17 3. No briefs will be filed;
- 18 4. The hearing will be completed in one day with neither side being allowed
19 more than a half a day for their presentation;
- 20 5. The arbitrator will issue a decision within two business days of the hearing
21 with a written opinion within 30 days;
- 22 6. The arbitrator shall be mutually selected by the PARTIES.

23 **B.** If the PARTIES agree on an expedited arbitration process:

- 24 1. The power and authority of the arbitrator shall be to hear and decide each
25 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
26 the AGREEMENT;
- 27 2. The arbitrator shall not have the authority to add to, subtract from, or
28 modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.

1 The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action
2 and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and
3 shall be final and binding on all parties.

4 3. The decision of the arbitrator shall be based solely on the evidence and
5 arguments presented by the PARTIES at the hearing.

6 4. The expense of the impartial arbitrator shall be borne equally by both
7 PARTIES.

8 5. The PARTIES agree that the power and jurisdiction of the arbitrator shall
9 be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

10 6. Each PARTY shall be responsible for the cost of its own attorney fees.

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

13 D. Any change to the mutually agreed upon electronic method of communication
14 must be mutually agreed to by the PARTIES in writing.

15 **ARTICLE R6: SENIORITY**

16 ***SECTION 1 – CALCULATING SENIORITY***

17 A. Seniority is based on date of hire or qualification in a classification, except as
18 otherwise provided herein. In the case of two or more Employees newly hired within the same job
19 classification on the same date, seniority order will be calculated by the order of their respective
20 application dates with RAIL during the current recruitment period, including hours and minutes.

21 B. If two or more Employees are promoted/transferred at the same time to the same
22 job classification, the date and time of current, continuous hire or qualification date, if applicable, in
23 any ATU position with King County Metro or its predecessor organizations will determine seniority.
24 New hires not currently employed in ATU positions at King County Metro will be placed after
25 current Employees. The entire new hire group will be placed at the bottom of the seniority list for the
26 classification. This also applies to Employees who start work in the new position on different days
27 due to different RDO combinations.

28 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,

1 and assignments will be determined by seniority earned in a specific job classification.

2 **D.** For the purpose of seniority, PTO, FTO, LLR Operator and Streetcar Operator
3 shall be considered separate classifications. All certified LLR Operators will have seniority based on
4 their respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have
5 seniority based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be
6 separate classification seniority for both Streetcar and LLR Operators established as follows:

7 1. Streetcar Operators will have classification seniority separate from other
8 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31,
9 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.

10 2. LLR Operators will have classification seniority separate from other
11 Operators based on FTO seniority. Anyone hired into the position of LLR Operator after October 31,
12 2012, shall have LLR Operator seniority based on date of hire as an LLR Operator.

13 **E.** Bus Supervisors and LLR Supervisors will have separate classification seniority,
14 within the respective section (Bus or LLR). LLR Supervisor seniority will be based on date of hire
15 as an LLR Supervisor or LLR Supervisor-in-Training.

16 **F.** Streetcar O&M Supervisors will have seniority separate from other Supervisors.
17 The first four O&M Supervisors have seniority based on their original date of hire into METRO.
18 Subsequent hires will have seniority based on date of hire as Streetcar O&M Supervisor.

19 **G.** Seniority in all other RAIL classifications shall be established by date of hire into
20 that RAIL classification, with ties broken per Paragraphs A and B.

21 **H.** An Employee who has promoted or transferred to a different classification, who
22 returns to a previous classification, shall be reinstated to the position in seniority order that s/he
23 previously held, except as provided in Section 2, Paragraph E.

24 **I.** An Employee who has had a non-disciplinary medical separation and who returns
25 to their same classification within three years from the date of medical separation shall be reinstated
26 to the seniority that they previously held. An Employee who has had a non-disciplinary medical
27 separation and who returns to their same classification beyond three years from the date of separation
28 will have their seniority in the job classification start on the date of their rehire. The following

1 additional rules shall apply when rehiring Employees who have had non-disciplinary medical
2 separations (NDMSs):

3 1. METRO shall use terminology requested by the County's Human
4 Resources Division (presently stated in Resources Bulletin 06-LER-01, Revised August 18, 2006) but
5 subject to change) regarding rehire or reinstatement. However, nothing in this AGREEMENT shall
6 prohibit METRO from negotiating a reinstatement agreement with the UNION for an Employee who
7 has had an NDMS.

8 2. The UNION's Constitution and Bylaws shall determine Employee's
9 UNION seniority. METRO's use of rehire or reinstatement terminology shall not be determinative in
10 decisions as to seniority.

11 3. A rehired Employee who had an NDMS and who returns to their same
12 classification within one year from date of separation shall have their pay step and vacation accrual
13 rate restored to the step or rate held at the time of separation. Pay step progression and vacation
14 accrual progression shall continue with the date of rehire, with "time-in-service" credit being given
15 for the time spent in the pay step or vacation accrual rate prior to separation. However, no "time-in-
16 service" credit shall be given during the period of separation itself.

17 4. The process for an Employee who has had an NDMS and who wishes to be
18 rehired in their former classification shall be to notify the Reassignment Program of their medical
19 release and renewed ability to work.

20 5. The County retains all rights to determine whether a former Employee is
21 eligible for rehire.

22 J. Temporary Employees will be governed by the provisions of Article R26.

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

24 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
25 or transferred to a position in King County outside of the UNION shall retain their classification
26 seniority for all purposes for one year from the date of promotion or transfer.

27 B. Any King County employee not represented by the UNION who previously has
28 attained permanent status in a UNION job classification, and who demotes, for any reason other than

1 layoff, back to such classification after one year will not be eligible for reinstatement of classification
2 seniority. In no case shall such a demotion displace any Employee. The UNION will be notified
3 before an Employee returns to a UNION-represented position.

4 C. Any Employee who demotes for any reason other than layoff, will forfeit all rights
5 to the classification from which they were demoted.

6 D. An Employee who demotes to a previously held classification will be reinstated to
7 the position in classification seniority order which they had formerly held in the classification to
8 which they have been demoted.

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

15 ***SECTION 3 – TERM-LIMITED TEMPORARY (TLT) EMPLOYEES***

16 A Term-Limited Temporary (TLT) Employee who is separated from METRO and
17 rehired as a Career Service Employee within 60 days into the same classification they left, will have
18 their seniority reinstated.

19 ***SECTION 4 – SENIORITY LISTS***

20 A. Seniority for all Employees shall be recorded on lists certified by the UNION and
21 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or
22 grievances pertaining to seniority shall be settled by the UNION.

23 B. The UNION agrees to provide METRO with certified seniority lists by job
24 classification showing name(s) and seniority for picks, move-ups, promotions, and layoffs; provided
25 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date
26 list of all new hires, showing their application times and dates, and job classifications. METRO will
27 also provide a list of all terminations, retirements, promotions, demotions and transfers on at least a
28 monthly basis. The UNION will provide, as a courtesy to METRO, an explanation of any

discrepancies appearing on these lists.

SECTION 5 – COMMITMENT TO RAIL

A. Per the rules below, LLR or Streetcar Employees may return to Bus classifications. Right of return will be by classification seniority. Returning Employees will be integrated into the next Bus pick for their classification.

1. Annually, on a date established by METRO, LLR Operators or Streetcar Operators may declare that they wish to return to FTO/PTO positions. No more than 5% of the Employees in the LLR Operator classification or Streetcar Operator classification, respectively, will be allowed to return to FTO/PTO positions at that time. Additional Employees may be allowed to return to FTO/PTO positions at METRO's sole discretion. The annual opt-out language for Streetcar Operator or LLR Operator in this paragraph is only available to Employees who have been in a Streetcar or LLR Operator position for a full year. For Employees who spend time on the reserve list, the year does not start until they are returned to Streetcar or LLR and start to work in those jobs. LLR Operator Trainees and Streetcar Operator Trainees may not return to FTO/PTO positions until the first annual opt-out period after completion of training, probation and one full year in a Streetcar or LLR Operator position.

2. Employees opting back to Bus side during this period will return to Bus with their full classification seniority that includes all their time spent in Bus, LLR and Streetcar positions.

3. Employees who opt back to Bus must have a valid CDL if required for their position. Employees who have let their CDLs lapse will be retrained by Bus; if the Employee fails to obtain a CDL, they may keep their position in RAIL. Employees returning to Bus will be provided the training needed on new equipment, routes and/or rules.

4. FTOs/PTOs who have satisfactorily completed LLR or Streetcar training and have left LLR or Streetcar in good standing and for non-disciplinary reasons may return to LLR Operator or Streetcar Operator positions, respectively, at METRO's discretion. Returning LLR or Streetcar Operators will be required to successfully complete recertification. Returning FTOs/PTOs may not otherwise exercise their seniority to bump LLR or Streetcar Operators from their positions

1 and will have their seniority based on their most recent hire date as an LLR or Streetcar Operator.

2 5. Annually, on a date established by METRO, LLR Supervisors may
3 announce their intentions to return to Bus Supervisor positions. No more than one LLR Supervisor
4 may return to Bus Supervisor classifications at that time. This option is available only to those LLR
5 Supervisors who were previously Bus Supervisors.

6 6. Bus Supervisors who have previously qualified as LLR Supervisors and left
7 in good standing may return to LLR Supervisor positions. Returning LLR Supervisors will be
8 required to successfully complete recertification. Bus Supervisors may not otherwise exercise their
9 seniority to bump LLR Supervisors from their positions.

10 7. Electromechanics can return to their former classification at any time by
11 mutual agreement between the PARTIES.

12 8. Following RAIL training and probation, Facilities Employees who have
13 moved to Track and Signals positions may request to return to their Bus classification. Such
14 Employees will be returned if RAIL is willing to release the Employee and Bus is willing to accept
15 the Employee.

16 9. Annually, on a date established by METRO, Streetcar O&M Supervisors or
17 Electromechanics may declare that they wish to return to Bus positions. Each year, the number of
18 Streetcar O&M Supervisors or Electromechanics who shall be allowed to return to Bus positions
19 shall be limited to one of the Employees in the O&M Supervisor or Electromechanic classifications,
20 respectively with a minimum of one Employee for each classification. Additional Employees may be
21 allowed to return to Bus at METRO's sole discretion.

22 10. Any Employee who fails Streetcar training or Streetcar probation, or
23 returns to Bus or LLR in any manner other than through the annual system, shall not be permitted to
24 return to Streetcar for two years, except at METRO's discretion.

25 11. LLR and Streetcar Employees may return to their former classifications in
26 LLR or Streetcar if a vacancy exists. The timing of the Employee's return will be at METRO's
27 discretion to accommodate the need to recruit and train to backfill the vacancy now created by the
28 returning Employee.

1 **B.** Any Employee who fails LLR or Streetcar training, probation or recertification, for
2 any reason other than a major infraction, will be returned to their previous Bus or RAIL
3 classification. Bus side Employees who enter the RAIL training program, and either fail the training
4 program or fail the established probation period, will not lose their seniority when they are returned
5 to the Bus side.

6 **ARTICLE R7: LAYOFF AND RECALL**

7 ***SECTION 1 – REASON FOR LAYOFF***

8 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
9 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days
10 or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for
11 layoff may continue to be employed by METRO. If a reduction in the work force should prove
12 unavoidable and provisions cannot be made to retain affected Employees at different job
13 classifications within METRO, then such Employees will be referred to the King County Career
14 Support Services Section. Should the King County Career Support Services Section cease to exist or
15 to provide the necessary services, the PARTIES will form a relocation task force to seek alternate
16 gainful employment for affected Employees.

17 ***SECTION 2 – METHOD OF REDUCTION***

18 **A.** METRO shall determine the positions to be eliminated. Layoffs shall occur by
19 inverse classification seniority, except as otherwise specified in this AGREEMENT.

20 **B.** A laid-off Employee who has attained regular status in another job classification
21 may displace a less senior Employee in such classification, provided that the laid-off Employee has
22 obtained all necessary certifications to perform the duties of such classification. No Employee shall
23 be placed into a classification from which the Employee has demoted or failed to complete the
24 probationary period. A laid-off Employee who exercises the right to return to a previous position will
25 be reinstated to the position in classification seniority order which they had previously held, except as
26 provided in Article R6, Section 2, Paragraph E.

27 ***SECTION 3 – RECALLING LAID-OFF EMPLOYEES***

28 **A.** An Employee shall be eligible for reinstatement for 24 months following layoff

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

7 **B.** An Employee, who fails to respond to the reinstatement offer or who fails to report
8 to work when and where notified, shall be deleted from the recall list. METRO will send a letter to
9 such Employee notifying them of the loss of reinstatement rights.

10 ***SECTION 4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL***
11 ***SEPARATIONS (NDMS's)***

12 **1.** If an Employee who was separated by NDMS enters the Reassignment Program at
13 a time when a layoff list is in place, they cannot be returned to work until all the Employees on the
14 layoff list with more seniority have been returned to work.

15 **2.** If a former Employee's six months in the King County Reassignment Program
16 expires before they are returned to work, they will then only be eligible for rehire through the normal
17 rehire process. If a layoff list exists, these Employees will be integrated into the list in seniority
18 order.

19 **ARTICLE R8: HOLIDAYS**

20 ***SECTION 1 – LLR OPERATORS, STREETCAR OPERATORS, O&M SUPERVISORS,***
21 ***AND LLR SUPERVISORS***

22 Eligible Employees in the classifications of LLR Operator, Streetcar Operator, O&M
23 Supervisor, and LLR Supervisor shall be granted the eleven holidays specified in Section 3 as days
24 off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall
25 receive eight hours AC time. An Employee who works on the day of observance, as a part of their
26 regular work schedule, will receive eight hours pay for such day and will receive AC time for all time
27 worked, calculated in the method provided in this AGREEMENT for work performed on non-
28 holidays.

SECTION 2 – OTHER EMPLOYEES

A. Eligible Employees, except Employees in the classifications of LLR Operator, Streetcar Operator, O&M Supervisor, and LLR Supervisor, shall be granted the eleven holidays specified in Section 3, as days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours AC time. An Employee who works on the day of observance, as part of their regular work schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and one-half for all time worked.

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

SECTION 3 – DAYS OF OBSERVANCE

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

New Year's Day	Labor Day
Martin Luther King Junior Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Presidents' Day	Mark McLaughlin Day (Day after Thanksgiving)
Memorial Day	Christmas Day
Independence Day	

SECTION 4 – PERSONAL HOLIDAY

A. Each Employee, except FLSA-exempt Employees, may choose one personal holiday per payroll year.

B. RAIL must approve or deny the day selected. The following govern use of the personal holiday:

1. When an Employee has not used their personal holiday during a payroll year, the holiday will be converted to eight hours of vacation or ten hours of vacation if they are working a regularly picked four forty (4/40) assignment.

2. The personal holiday will be paid upon termination or retirement, provided

1 the Employee has not taken the personal holiday during the payroll year.

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

4 C. An Employee must complete the initial 90 calendar days of employment before
5 taking a personal holiday, except former Bus Employees.

6 ***SECTION 5 – SHIFT DIFFERENTIAL***

7 An Employee shall be paid on a holiday at the hourly rate paid for the shift they are working.

8 ***SECTION 6 – ELIGIBILITY***

9 A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee
10 must:

11 1. Be on the payroll the scheduled workdays immediately before and after the
12 holiday; and;

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

15 **ARTICLE R9: VACATION**

16 ***SECTION 1 – VACATION ENTITLEMENT***

17 A. Paid vacation accruals shall be granted to eligible Employees based upon straight-
18 time hours paid. Vacation accrual credit will be given to Employees for unpaid time off granted by
19 METRO to conduct official UNION business, except as limited by Article R10, Section 3.

20 B. Each Employee shall accrue vacation according to the applicable accrual rate, and
21 be subject to applicable maximum biweekly vacation accruals, per Paragraph F.

22 C. The applicable accrual rate for all RAIL Employees will be based upon years of
23 active service since the Employee's most recent date of employment with METRO. A RAIL
24 Employee who comes from a Full-Time Bus position will retain their vacation accrual date. PTO
25 vacation accrual credit will be carried over from METRO in the manner historically counted by
26 METRO.

27 D. Active service shall not include unpaid leaves of absence which exceed 30
28 consecutive calendar days.

E. Scheduled increases in the accrual rate will begin with the first biweekly pay period following the completion of the necessary years of active service.

F. Vacation Accrual Table

1. Completed Years of Active Service	2. Vacation Hours Accrued Per Paid Straight-Time Hour	3. Maximum Hours Per Biweekly Pay Period Based on 80 Hours	4. Maximum Hours Accrued Per Year	5. Maximum Days Accrued Per Year	6. Maximum Hours at End of Payroll Year
0-4	.0385	3.080	80	10	160
5-9	.0577	4.616	120	15	240
10-15	.0770	6.160	160	20	320
16	.0808	6.480	168	21	336
17	.0847	6.776	176	22	352
18	.0885	7.080	184	23	368
19	.0924	7.392	192	24	384
20	.0962	7.696	200	25	400
21	.1001	8.000	208	26	416
22	.1039	8.312	216	27	432
23	.1078	8.616	224	28	448
24	.1116	8.928	232	29	464
25+	.1154	9.232	240	30	480

G. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT.

H. Employees will accrue vacation each payroll period, and that vacation, along with un-picked vacation, will be available for use as provided in the AGREEMENT and the practices of the PARTIES.

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

J. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of service with METRO, and if they leave METRO

prior to successfully completing their first six months of METRO service, shall forfeit and not be paid for accrued vacation leave.

SECTION 2 – SCHEDULING VACATIONS

RAIL will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday that an Employee normally would have received falls within their vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere with the function of RAIL; but which provides a minimum amount of picked vacation time approximately equal to the amount of annual vacation accrued by the workforce by classification.

SECTION 3 – SELECTION OF VACATIONS

Selection of vacation shall be by RAIL seniority within the work group the Employee is working. Employees may only pick vacation hours they have accrued at the time of the vacation pick.

SECTION 4 – VACATION PICK LIMITS

A. An LLR or Streetcar Operator may carry over vacation based on the following schedule:

<u>Completed</u> <u>Calendar Years of</u> <u>Service</u>	<u>Maximum Hours</u> <u>Allowed To Not</u> <u>Pick</u>
1 - 4	16
5 - 9	24
10 - 14	32
14 +	40

At pick, an Employee may elect not to select up to the number of hours contained in the table above.

B. For all Employees, the number of vacation hours carried over at the end of the payroll year shall not exceed the maximum hours in Section 1.F Column 6 above.

1 C. Any vacation that is accrued in excess of the allowable amounts in Article R9,
2 Sections 1(G) Column 6 and 4(B) shall be considered “use it or lose it”. This means that any
3 vacation hours in excess of the allowable hours, at the end of the payroll year, shall be forfeited and
4 removed from the Employee’s vacation balance.

5 D. Except as otherwise provided in this AGREEMENT, an Employee desiring to use
6 accumulated vacation which they have not picked may use it in single- or multiple-day increments
7 with the prior approval of their immediate supervisor.

8 E. An Employee may carry over unused vacation time to the next succeeding year
9 when METRO verifies that the Employee has been prevented from using said vacation because of
10 injury, illness or work schedules.

11 ***SECTION 5 – VACATION CASH OUT***

12 RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to cash
13 out a portion of their vacation, provided they pick a minimum of 80 hours of vacation. During the
14 first and second vacation picks of the year for an Employee’s work unit, an Employee may elect to
15 cash out a yearly minimum of eight hours up to a yearly maximum of 60 hours of their current
16 vacation balance. Employees may elect to receive the cash out payment at each vacation pick of the
17 year.

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

19 Upon an Employee’s termination or retirement from METRO, they shall be paid for all
20 accrued hours remaining in their vacation balance.

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

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

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

27 C. An Employee entering active military service will continue to accrue vacation for
28 time spent in military service up to a maximum of one year. Such accrual will be credited to the

Employee upon return to METRO from military leave.

SECTION 8 – VACATION – UNION BUSINESS LEAVE

An Employee elected to full-time UNION office, who takes an extended leave of absence under the provisions of Article R10, Section 3, shall be paid for whatever vacation they have earned by the effective date of leave before taking such leave. Alternatively, they may retain credit for all accumulated vacation, to be used after the leave of absence, in accordance with the procedures contained in Article R10, Section 3. However, should such UNION Officer not resume their employment with METRO, they will be paid at the rate in effect when the leave of absence began.

ARTICLE R10: LEAVES OF ABSENCE

SECTION 1 – GENERAL

The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as limited by this AGREEMENT. At RAIL's option, such unpaid leaves of absence, not to exceed one calendar year, may be granted, for reasons other than those described in this Article. A reasonable amount of compassionate leave will be available to Employees under warranting circumstances as determined by RAIL. Requests must be submitted in writing to an Employee's immediate supervisor before any leave of absence begins. No unpaid leave of absence will be granted to an Employee to accept employment with another employer, except leaves for UNION business or leaves for government service in the public interest. The decision to grant or deny an unpaid leave of absence is not subject to the grievance/arbitration procedures in Article R5.

SECTION 2 – BEREAVEMENT LEAVE

A. Employees eligible for leave benefits shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family.

B. Immediate family shall be defined as the employee's spouse or domestic partner, and the parent, grandparent, child, son or daughter-in-law, grandchild, sibling of the employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody.

C. Employees who are not eligible for paid leaves may be granted leave without pay,

1 or may be allowed to use compensatory time, if available, for bereavement leave.

2 **D.** When a holiday or regular day off falls during the leave, it shall not be charged as
3 bereavement leave.

4 **E.** Any additional paid leave may be approved by mutual agreement between the
5 County and the employee.

6 **F.** An Employee on bereavement leave will be paid their regular rate of pay for days
7 on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum
8 of eight hours per day, except as provided in Article R13.

9 **SECTION 3 – UNION BUSINESS**

10 **A.** Pay for time granted to an Employee for a leave of absence to conduct UNION
11 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT
12 relating to benefit costs, accruals and holiday eligibility shall remain in force for up to 30 consecutive
13 calendar days during any period an Employee is on UNION business leave to a maximum of 30
14 consecutive calendar days during each calendar year. For UNION business leave in excess of the 30
15 calendar days, no benefits shall accrue (i.e., vacation and sick leave) and costs of benefit premiums
16 (i.e., medical, dental, optical and disability) shall be the responsibility of the UNION. For purpose of
17 calculating the 30-day limitation, RDOs and holidays shall be included only if the Employee was on
18 UNION business leave the day preceding and the day after the RDO/holiday.

19 **B.** RAIL may authorize compensation for UNION Executive Board Officers who are
20 performing work-related business.

21 **C.** The 30-day limitation for determining payment and accrual of benefits shall not
22 include UNION Executive Board members while attending the regularly-scheduled monthly
23 Executive Board meeting, while attending membership meetings, while working on picks, while
24 participating on a UNION negotiating committee or while replacing the full-time UNION Officers
25 during contract negotiations.

26 **D.** All full-time Local 587 UNION Officers, one International UNION Officer and/or
27 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

28 **E.** If an Employee is granted a leave of absence, they will continue to accrue all types

of seniority, including vacation accrual credit, during the effective period.

F. The UNION agrees to provide METRO with correct lists of all UNION Officers, Stewards, and committee members as soon as practicable after the effective date of this AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any UNION election or appointment.

G. During days of general UNION election, additional members not to exceed seven shall be granted leave to act as tellers.

SECTION 4 – JURY DUTY

A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test, an Employee shall immediately notify their immediate supervisor. If an Employee is used for jury duty and submits proof of report for same, they shall receive time off with pay at their regular rate of pay for their regular assignment, not to exceed eight hours per day for each day served. Compensation received for jury duty must be forwarded to METRO; however, reimbursement for travel expenses may be retained by the Employee.

B. Any Employee excused from jury duty less than four hours after their jury duty reporting time, shall promptly notify their immediate supervisor and may be required to report back to work. An Employee also shall have at least twelve hours off between the completion of their scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report time.

C. Except as provided above, no LLR or Streetcar Operator shall be required to report back to work. Such Operator may accept work if work is available.

SECTION 5 – MILITARY LEAVE

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

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

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

2. The Employee must present their orders for active training duty to their immediate supervisor prior to taking such leave.

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

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

SECTION 6 – PARENTAL LEAVE

A. Twelve weeks of paid parental leave shall be granted to Employees pursuant to King County Code 3.12 et al. for the birth of an Employee's child, the Employee's adoption of a child or the foster-to-adopt placement of a child with the Employee.

B. In addition to the paid parental leave above, an Employee shall be granted a maximum of six months unpaid leave of absence, after exhausting all AC and vacation, in conjunction with the birth of an Employee's child, the Employee's adoption of a child or the foster-to-adopt placement of a child with the Employee. A request for such leave shall be filed with the Employee's immediate supervisor at least 60 days in advance of the anticipated leave commencement. An Employee on FMLA/KCFML leave will continue to have medical, dental and vision benefits premiums paid by METRO. The Employee may elect to self-pay basic or enhanced Life, Accidental Death and Dismemberment (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid leave.

SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT

As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee may take up to a combined total of twelve weeks of leave for their own serious health condition (as defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member (an Employee's child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section, an Employee must have been employed by King County for twelve months or more and have worked

1 a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or
2 intermittent.

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

4 A. An Employee may take up to a combined total of 18 weeks of unpaid leave for
5 their own serious health condition (as defined by the King County Personnel Guidelines), or for
6 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month
7 period. To be eligible for leave under this Section, an Employee must have been employed by King
8 County for twelve months or more and have worked a minimum of 1,040 hours in the preceding
9 twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in
10 whole or partial days as needed).

11 B. Intermittent leave is subject to the following conditions:

12 1. When leave is taken after the birth or placement of a child by adoption or
13 foster care, an Employee may take leave intermittently or on a reduced leave schedule only if
14 authorized by the Employee's immediate supervisor;

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

21 ***SECTION 9 – CONCURRENT RUNNING OF LEAVE***

22 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
23 concurrently to the extent permitted by law. Leave taken under King County Family and Medical
24 Leave, as described in Section 8, shall run concurrently with any other leaves that are available under
25 state or federal law.

26 ***SECTION 10 – WITNESS LEAVE***

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

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

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

6 **ARTICLE R11: SICK LEAVE**

7 ***SECTION 1 – ACCRUAL OF SICK LEAVE***

8 A. Leave-eligible Employees shall accrue sick leave benefits at the rate of 0.04616
9 hours for each hour in paid status, excluding overtime; except, an hourly Employee who works in
10 excess of 74 hours in one week shall accrue additional sick leave at the rate of 0.025 for each hour
11 worked in excess of hour 74. Employees shall accrue sick leave from their date of hire in a leave-
12 eligible position. An Employee is not entitled to use sick leave until after it is earned. During the
13 first six months of service in a leave-eligible position, Employees eligible to accrue vacation leave
14 may, at METRO’s discretion, use accrued vacation days as an extension of sick leave.

15 B. Leave-eligible Employees shall not have any limit to the number of sick leave
16 hours carried over each year.

17 ***SECTION 2 – PAYMENT OF SICK LEAVE***

18 A. Separation from or termination of County employment or layoff due to lack of
19 work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued
20 to leave-eligible Employees as of the date of separation or termination. Should an Employee return
21 to County employment within two years, accrued sick leave shall be restored.

22 B. Leave-eligible Employees who have successfully completed at least five years of
23 County service and who retire as a result of length of service or who terminate by reason of death
24 shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an amount equal to
25 35% of their unused, accumulated sick leave multiplied by the Employee’s hourly rate of pay in
26 effect upon the date of leaving County employment, less mandatory withholdings. Retirement as a
27 result of length of service means an Employee is eligible, applies for and begins drawing a pension
28 from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County

1 employment.

2 ***SECTION 3 – EXHAUSTION AND RESERVE OF SICK LEAVE BALANCES***

3 A. An Employee must use all of their sick leave before taking unpaid leave for their
4 own health reasons. If the injury or illness is compensable under the METRO's workers
5 compensation program, then the Employee has the option to augment or not augment wage
6 replacement payments with the use of accrued sick leave.

7 B. When sick leave is taken to care for a family member, the Employee shall choose
8 at the start of the leave whether the particular leave will be paid or unpaid; but when an Employee
9 chooses to take paid leave for family reasons, they may set aside a reserve of up to 80 hours of
10 accrued sick leave.

11 ***SECTION 4 – ACCEPTABLE USAGE OF PAID SICK LEAVE***

12 A. Paid sick leave may be used for the following reasons:

13 1. An absence resulting from the Employee's mental or physical illness, injury
14 or health condition; to accommodate the Employee's need for medical diagnosis, care or treatment of
15 mental or physical illness, injury or health condition; or for Employee's need for preventive medical
16 care.

17 2. To allow the Employee to provide care for a family member (definition
18 below) with a mental or physical illness, injury or health condition; for a family member who needs
19 medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or for
20 a family member who need preventive medical care.

21 3. When a King County facility is closed by order of public official for any
22 health-related reason, or when an Employee's child's school or place of care is closed by order of a
23 public official for a health-related reason;

24 4. For absences that qualify for leave under the Domestic Violence Leave Act,
25 Chapter 49.76 RCW. The intent of this law is to reduce domestic violence, sexual assault, and
26 stalking by enabling victims to maintain the financial independence necessary to leave abusive
27 situations, achieve safety, and minimize physical and emotional injuries, and to reduce the
28 devastating economic consequences of domestic violence, sexual assault, and stalking to employers

1 and Employees. This law was designed to allow victims of domestic violence, sexual assault, and
2 stalking to be able to recover from and cope with the effects of such violence and participate in
3 criminal and civil justice processes without fear of adverse economic consequences. The law was
4 also enacted to allow victims of domestic violence, sexual assault, or stalking to be able to seek and
5 maintain employment without fear that they will face discrimination;

6 5. For absences to increase the safety of the Employee or a family member
7 when the Employee or a family member has been a victim of trafficking under RCW 9A.40.100; and

8 6. For family and medical leave available under federal law, state law or King
9 County ordinance.

10 B. For purposes of sick leave, “family member” means any of the following:

11 1. A child, including a biological, adopted or foster child, a stepchild or a child
12 to whom the Employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of
13 age or dependency status, or the child of the Employee’s domestic partner;

14 2. The parent of an Employee, Employee’s spouse or Employee’s domestic
15 partner. Parent includes: a biological parent; an adoptive parent; a de facto parent; a foster parent; a
16 stepparent; a legal guardian; or a person who stood or stands in loco parentis to the Employee,
17 Employee’s spouse or Employee’s domestic partner.

18 3. A spouse;

19 4. A domestic partner;

20 5. A grandparent;

21 6. A grandchild; or

22 7. A sibling.

23 **SECTION 5 – COORDINATION OF SICK LEAVE AND WORKERS COMPENSATION**

24 A. An Employee injured on the job may not simultaneously collect sick leave and
25 workers’ compensation payments in a total amount greater than the net regular pay of the Employee,
26 though an Employee who chooses not to augment the Employee’s workers’ compensation time loss
27 pay through the use of sick leave shall be deemed on unpaid leave status.

28 B. An Employee who chooses to augment workers’ compensation payments with the

1 use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of
2 the leave. Absent such notification, sick leave will automatically be used to supplement such
3 payments except where prohibited; and

4 C. An Employee may not collect sick leave and workers' compensation wage
5 replacement pay for physical incapacity due to any injury or occupational illness that is directly
6 traceable to employment other than with the County.

7 ***SECTION 6 – PROCEDURES FOR USE OF SICK LEAVE***

8 A. METRO is responsible for proper administration of the sick leave benefits.
9 Employees must provide reasonable notice of an absence from work that qualifies for paid sick leave.
10 Such notice must not interfere with an Employee's lawful use of paid sick leave.

11 B. If the need for sick leave is foreseeable, the Employee must provide at least ten
12 days' notice, or as early as practicable, to the Employee's supervisor or designee in advance of the
13 sick leave. If possible, notification should include the expected duration of the absence.

14 C. For unforeseeable absences, the Employee must contact the Employee's supervisor
15 or designee as soon as possible prior to the start of the Employee's work shift. As a best practice, and
16 if circumstances allow, an Employee should provide notice as soon as the Employee learns of the
17 need for paid sick leave. If it is not practicable for the Employee to give timely notice, the Employee
18 may ask someone to provide notice on their behalf. If possible, the notification should include the
19 expected duration of the absence.

20 D. If an Employee is taking sick leave for domestic violence related reasons and
21 advance notice cannot be given because of an emergency of unforeseen circumstances due to the
22 domestic violence, the Employee or the Employee's designee must give notice no later than the end
23 of the first day that the Employee takes such leave.

24 ***SECTION 7 – VERIFICATIONS***

25 A. A supervisor will not require an Employee to provide a medical verification of a
26 paid sick leave absence until the Employee has been on leave for more than five consecutive work
27 days. The verification should not reference the Employee's medical condition, unless otherwise
28 required by law, but must confirm that the absence was for an authorized purpose.

1 B. If the verification request results in an unreasonable burden or expense on the
2 Employee, the Employee and the Employee's supervisor will meet and discuss alternatives to
3 providing the verification.

4 C. If an Employee is taking paid sick leave for domestic violence reasons, the
5 Employee must provide verification of the need for leave by providing the Employee's supervisor
6 with a police report indicating that the Employee or the Employee's family member was a victim of
7 domestic violence; a court order or other evidence from the court or the prosecuting attorney that the
8 Employee or the Employee's family member appeared or is scheduled to appear in court in
9 connection with a domestic violence incident or the Employee's written statement that the Employee
10 or the Employee's family member is a victim of domestic violence and that the leave was taken for a
11 reason stated in RCW 49.76.030.

12 D. An Employee has 10 calendar days from the first day of paid sick leave to provide
13 verification to the Employee's supervisor.

14 **SECTION 8 – ADDITIONAL PROVISIONS RELATING TO SICK LEAVE**

15 A. Absences for sick leave must be reported at least 30 minutes before the Employee
16 is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to
17 report will be considered unexcused. However, if an Employee is incapable of complying with these
18 requirements to timely report based on a condition listed in Article R11, they will be excused if the
19 request is properly submitted.

20 B. The ability to work regularly is a requirement of continued employment.

21 C. Each Employee must sign an annual acknowledgement of sick leave policy. The
22 form confirms that the Employee's absence is for a reason permitted by Paragraph A, and that the
23 Employee understands use of sick leave in a manner inconsistent with Paragraph A constitutes a
24 falsification of a sick report, which is a major infraction per Article R4, Section 3. An Employee who
25 refuses to sign the annual acknowledgment of sick leave policy shall receive an unexcused absence
26 for each day or partial day of absence for which there is no signed certification.

27 D. METRO may require medical verifications in the following circumstances (in
28 addition to those verifications that are needed to conform with federal or state leave laws) whenever:

1. An Employee is absent for more than five consecutive workdays, or
2. An Employee has insufficient accrued sick leave to cover an absence for a reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave.

E. When a medical verification is required, it shall be on a medical report acceptable to METRO, from a licensed practitioner.

F. An Employee who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive payment for sick leave, except as provided in Article R12, Section 6. An Employee will continue to accrue sick leave on straight-time hours missed, up to a maximum of 90 workdays for each industrial injury.

G. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick leave.

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

SECTION 9 – PROCESS FOR REQUESTING SICK LEAVE

A. An Employee, who calls in sick less than 30 minutes before their report time, will be put on the sick list and will be given an unexcused absence. However, if an Employee is incapable of complying with these requirements to timely report based on a condition listed in Article 11, they will be excused if the request is properly submitted.

B. An Employee may make a written request to their immediate supervisor, within five workdays of the Employee's return to work for unpaid leave, to change the unexcused absence to an excused absence. The immediate supervisor shall determine whether the circumstances warrant a change from an unexcused absence. However, the unexcused absence will be excused in all cases where the Employee received medical treatment and was unable to report the absence as required.

SECTION 10 – FITNESS FOR DUTY

1. When METRO believes that an Employee who has reported for work is too ill to be present at work, the Employee will be sent home on sick leave. However, if the Employee does not agree that they should go home on sick leave, METRO will put the Employee on Paid Administrative

1 Leave (PAL) for the day in order to allow the Employee to visit a medical provider for an assessment
2 of fitness for duty.

3 **2.** When an Employee is under disciplinary investigation, METRO may, at its discretion,
4 place the Employee on Paid Administrative Leave (PAL). During this time, if the Employee presents
5 medical information that disqualifies the Employee from being able to work, METRO will place the
6 Employee on medical leave (paid or unpaid, depending on their rights under this Article).

7 **ARTICLE R12: BENEFITS**

8 ***SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY***
9 ***BENEFITS***

10 **A.** All regular Employees and their dependents will be covered by the medical, dental,
11 vision, life, and long-term disability plans as described in MOA 410U1120, which appear as Exhibit
12 E. King County shall make the following contributions on behalf of the Employer to the insured
13 benefits plans:

14 2020: \$1,587 per Employee per month, which reflects no increase from the 2019 rate.

15 2021: \$1,587 per Employee per month.

16 2022: \$1,587 per Employee per month.

17 **B.** An Employee will be eligible for the insurance benefits on the first calendar day of
18 the month following his or her hire date or the day after their qualification date, whichever is the later
19 date. However, if the later date is the first calendar day of the month, the Employee will be eligible
20 for the insurance benefits on that date.

21 **C.** METRO will hold an open enrollment at least once during each calendar year.
22 Employees will be allowed to make changes in their benefit selections during that open enrollment
23 period.

24 ***SECTION 2 – MEDICAL BENEFITS – RETIREES***

25 **1.** Effective January 1, 2021, Employees who retire from County service and who elect an
26 ATU benefits plan upon retirement shall be eligible for a medical premium subsidy, as provided
27 under Section 2 below, provided they meet the following terms and conditions:

28 **a.** The Employee retires from service with the County during the term of this

1 Agreement; and

2 **b.** The Employee is covered by King County benefits on their last day of
3 employment; and

4 **c.** The Employee is not eligible for Medicare.

5 **2.** The medical premium subsidy shall be the COBRA rate for each offered medical plan
6 (e.g., PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren), retiree
7 and full family).

8 **3.** The following rules apply to the phase-in of retiree medical subsidy on January 1, 2021:

9 **a.** The County will not reimburse unsubsidized retiree medical costs paid by retired
10 Employees prior to January 1, 2021.

11 **b.** Any retired Employee who elected COBRA during the period when retiree
12 medical was unsubsidized and is still covered by the plan will be given a one-time option during
13 Open Enrollment in the Fall of 2020 to elect retiree medical at the subsidized rate, effective
14 January 1, 2021, until no longer eligible for retiree medical.

15 **c.** Any retired Employee currently enrolled in Retiree Medical and paying the
16 unsubsidized rate will be charged the subsidized rate, effective January 1, 2021, until no longer
17 eligible for retiree medical.

18 ***SECTION 3 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT***

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

23 ***SECTION 4 – PERSONAL PROPERTY LOSS BENEFIT***

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

- 26 **1.** The armed robbery, theft or assault occurs while the Employee is at work;
27 and,
28 **2.** The property was in the personal possession of the Employee at the time of

the theft or robbery or, in the case of LLR or Streetcar Operators, the property was on the train and was not left unattended, except when the Operator was required to leave the driver's compartment to attend to official METRO duties; and,

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

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

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

Item	Maximum Value
Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag, Purse or Backpack	\$55.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement
Prescription Eyeglasses	\$200.00
Cell Phone	Replacement value up to \$150.00

SECTION 5 – TRANSIT PASS

Each current Employee is eligible for an annual transit pass. Each retired Employee is eligible for a Metro transit pass.

SECTION 6 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE

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

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

1 follows:

2 1. METRO will provide an amount which, when added to the state prescribed
3 payment and any alternative work wages, maintains the percentage set forth below of the Employee's
4 net pay, based on 80 hours times their hourly rate minus any mandatory deductions per pay period.

5 The percentage shall be as follows:

6 a. For the first 60 workdays missed – 100%.

7 b. For the next 60 workdays missed – 90%.

8 c. For the next 140 workdays missed – 80%.

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

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

13 4. A full-time Employee who is otherwise eligible for supplemental payment,
14 but who is not receiving any actual supplemental payment because the total payments they are
15 receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall
16 continue to be benefit eligible.

17 C. To be eligible for METRO's supplemental payments, the Employee must:

18 1. Notify METRO's Workers' Compensation Office if unavailable for more
19 than 24 hours during a Monday through Friday period.

20 2. Notify METRO's Workers' Compensation Office of other employment or
21 compensation received while being paid workers' compensation.

22 3. Be available for medical treatment and/or vocational rehabilitation,
23 consultation, or services.

24 4. Accept alternative work assignments which are offered by METRO and
25 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
26 Employee's physician if identified restrictions require clarification.

27 5. Maintain eligibility for workers' compensation under state regulations.

28 6. When notified at least 48 hours in advance, attend all meetings and

1 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
2 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
3 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
4 prior to such meeting or examination.

5 7. If records indicate two "no shows" for scheduled medical or vocational
6 services, supplemental payments may be terminated, provided such Employee and the UNION are
7 notified seven days in advance.

8 **D.** An Employee who misses work due to an on-the-job injury will continue to accrue
9 vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during
10 each calendar year. One such 90-day accrual will be allowed for each industrial injury.

11 **E.** If an Employee exhausts supplemental payments, they may use sick leave,
12 vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B.
13 If such Employee is working an alternative work assignment, such payments will be at the hourly rate
14 of the alternative work assignment.

15 **F.** Each Employee, who files a claim for workers' compensation, will be provided a
16 copy of the rules in this Section.

17 **G.** If an Employee is required by METRO to be cleared by the Workers'
18 Compensation Office before returning to work, but they are not on pay status or receiving
19 compensation from any source including short-term or long-term disability, such Employee will
20 receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be
21 paid an additional one hour of straight-time pay.

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

25 **I.** An Employee with an open Worker's Compensation claim who is working an
26 alternative work assignment or is working in their regular classification at less than full duty must use
27 accrued leave or take approved leave without pay for medical appointments associated with the
28 Employee's claim.

SECTION 7 – LEGAL DEFENSE

Whenever an Employee is named as a defendant in civil action arising out of the performance of the Employee's duties and, such Employee was acting within the scope of employment, METRO shall, consistent with King County Code (KCC) 2.21.050 et seq., at the written request of such Employee, furnish counsel to represent such Employee to a final determination of the action, without cost to such Employee.

SECTION 8 – COMMERCIAL DRIVER LICENSE

METRO agrees to pay for Commercial Driver License (CDL) renewals for all Employees who are required by RAIL to have a CDL or wish to maintain their CDL.

SECTION 9 – GENERAL CONDITIONS

A. Benefit premiums paid by an Employee shall be deducted in equal installments from the first and second paycheck of every month.

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

C. METRO shall not make its monthly contribution for medical, dental, group life insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence or other unpaid status for 30 consecutive days or more, except as provided by applicable family medical leave laws or Article R10, Section 3, Paragraph B.

SECTION 10 – ACCUMULATED COMPENSATORY TIME

A. Accumulated Compensatory ("AC") time is defined to mean all time earned by an Employee, which may be paid by compensatory time off instead of by cash.

B. Except as provided in Paragraph C, each Employee may choose to receive AC time instead of cash for all work performed at the overtime rate. An Employee will notify METRO of such choice by filing a METRO form on or before the first day of the pay period affected by the change.

C. AC time in excess of 80 hours shall be paid in cash at the end of each pay period.

D. Except as provided elsewhere in this AGREEMENT, and consistent with daily staffing requirements, RAIL will determine the number of Employees allowed to have time off. An

Employee may use AC time for a reasonable amount of compassionate leave under warranting circumstances, as determined by RAIL.

E. By written request, an Employee may cash out any portion of their AC bank, provided they cash out at least eight hours. Payment will be made as part of the next possible payroll following METRO's receipt of the request.

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

G. Bus Employees coming to RAIL may bring a maximum of 40 hours of AC time to their new employment in RAIL.

SECTION 11 – RETIREMENT ACKNOWLEDGMENT

Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the purpose of acknowledging that Employee's service to the citizens of King County. The Employee shall choose the form of acknowledgment from two options: either a celebration, including refreshments, at the worksite or a luncheon with the Employee's immediate supervisor. In addition, each retiring Employee shall receive a METRO bus stop sign with their name imprinted on it if they worked on the Bus-side and a Rail plaque.

SECTION 12 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS

Medical examinations that are required for the purpose of obtaining or maintaining a Commercial Driver License will be covered by the health insurance plans. Costs to Employees shall not be subject to either deductibles or co-pays, provided the Employee uses an in-network provider. The costs shall be borne by King County and shall not be charged against ATU's costs in the Protected Fund Reserve. METRO will also reimburse these costs for Employees who are not receiving health benefits from King County.

ARTICLE R13: ALTERNATIVE WORKWEEK ASSIGNMENTS

SECTION 1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES

A. An "Alternative Workweek Employee" shall mean a regular full-time Employee whose regular assignment is not eight work hours per day, five days per week.

B. A "4/40 Employee" shall mean a regular full-time Employee whose assignment is

1 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight
2 hours straight-time pay per day for five days per week.

3 C. RAIL and the UNION may define other types of Alternative Workweek Employee
4 statuses, such as 9/80 schedules, and will amend this Article as needed to address issues concerning
5 the hours of Employees who work on these new schedules.

6 D. Each Alternative Workweek Employee shall be subject to the provisions of this
7 Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

8 **SECTION 2 – REGULAR DAYS OFF**

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

11 **SECTION 3 – HOLIDAYS**

12 1. Each 4/40 Employee shall be granted the same holidays as other Employees in their
13 classification.

14 2. An Employee who is scheduled to work on the day of observance and who does not
15 work: Shall receive 10 hours of holiday pay.

16 3. An Employee who is scheduled to work on the day of observance and who
17 performs work: Shall receive 8 hours of AC time plus pay at the applicable rate for all time worked.

18 4. An Employee who is on an RDO on the day of observance and does not work:
19 Shall receive 8 hours of AC time.

20 5. An Employee who is on an RDO on the day of observance but performs work:
21 Shall receive 8 hours of AC time plus pay at the applicable rate for all time worked.

22 6. An Employee who is on vacation on the day of observance: Shall receive 8 hours
23 of AC time and will use 10 hours of vacation pay.

24 **SECTION 4 – PERSONAL HOLIDAY**

25 A 4/40 Employee who chooses a personal holiday will receive ten hours of personal holiday
26 pay.

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

28 While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten

hours per day for each regular workday.

SECTION 6 – BEREAVEMENT LEAVE

A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted additional time off in accordance with Article R10, Section 2 will be paid ten hours sick leave, AC time and/or vacation per workday for up to three additional days.

SECTION 7 – JURY DUTY/MILITARY LEAVE

A 4/40 Employee, who is required to serve on jury duty or military leave, will receive their regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively. An Employee may be required to revert to a work schedule of eight hours per day, five days per week for each pay week in which the leave is taken.

SECTION 8 – SICK LEAVE

A 4/40 Employee on sick leave will be paid a maximum of ten hours at straight-time for each workday absent.

SECTION 9 – DISABILITY

The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of disability according to hours normally scheduled to work. For any full weeks of disability, such Employee shall be considered as if they are an eight hour per day, five day per week Employee.

SECTION 10 – OVERTIME

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

SECTION 11 – SHIFT CHANGE NOTIFICATION

Employees will be provided with a minimum 30 days notice prior to cancellation of a 4/40 shift, except in LLR Operations. The availability of 4/40 shifts shall be determined by RAIL.

ARTICLE R14: RATES OF PAY

SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS

1 A. Effective on the start of the pay period that includes November 1, 2019, the top
2 hourly wage rates for each job classification will be as shown in Exhibit RA.

3 B. Wage progressions are as follows:

4 1. Except for LLR Supervisors, LLR Supervisors-in-Training, O&M
5 Supervisors, and O&M Supervisors-in-Training, each job classification will have five step increments
6 as follows: first step will be 70% of the top rate of the classification; upon completion of twelve
7 months, the second step will be 80%; upon completion of the next twelve months, the third step will
8 be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion
9 of the next six months, the fifth step will be 100%. A new hire or an Employee who is promoted in
10 the position of LLR Supervisor, O&M Supervisor, Electromechanic, Maintenance Service Center
11 (MSC) Worker, Track and Right of Way (ROW) Maintainer, Rail Facilities Mechanic, and Signal
12 and Communications Technician may be hired above the first step and up to the top step at METRO's
13 sole discretion. The UNION will be notified of each hire at above entry step.

14 2. LLR Supervisors-in-Training will have two step increments as follows:
15 first step will be 85% of the top pay rate for the LLR Supervisor classification. Upon completion of
16 six months, the second step will be 90% of the top pay rate for the LLR Supervisor classification.
17 LLR Supervisors will have five step increments as follows: first step will be 90% of the top rate of
18 the classification; upon completion of six months, the second step will be 92.5%; upon completion of
19 the next six months, the third step will be 95%; upon completion of the next six months, the fourth
20 step will be 97.5%; and upon completion of the next six months, the fifth step will be 100%. O&M
21 Supervisors-in-Training will have two step increments as follows: first step will be 85% of the top
22 pay rate for the O&M Supervisor classification. Upon completion of six months, the second step will
23 be 90% of the top pay rate for the O&M Supervisor classification. O&M Supervisors will have five
24 step increments as follows: first step will be 90% of the top rate of the classification; upon
25 completion of six months, the second step will be 92.5%; upon completion of the next six months, the
26 third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and
27 upon completion of the next six months, the fifth step will be 100%.

28 3. Lead classifications have a single wage rate and are not subject to wage

1 progression.

2 C. An Employee who is promoted into a classification with a higher top-step hourly
3 rate shall be placed at the lowest step in the salary schedule for the new classification which results in
4 an increase of 5%. Thereafter, a promoted Employee shall progress to any subsequent wage steps
5 based on completion of the required service periods. Service in the new classification on a temporary
6 upgrade status prior to promotion shall not be counted toward progression on the schedule.

7 **SECTION 2 – GENERAL WAGE INCREASE**

8 A. The general wage increases for the November 1, 2019 – October 31, 2022 contract
9 term will be as follows:

- 10 1. On the start of the pay period that includes November 1, 2019: 3.00%.
- 11 2. On the start of the pay period that includes November 1, 2020: 3.00%.
- 12 3. On the start of the pay period that includes November 1, 2021: 2.00%.
- 13 4. On the start of the pay period that includes May 1, 2022: 2.00%.

14 B. **Cost of Living Adjustment formula.** The PARTIES have historically used a
15 formula based on the Consumer Price Index to determine annual general wage increases. For the
16 November 1, 2019, through October 31, 2022, term of this AGREEMENT, the PARTIES have
17 agreed to fixed rate wage increases in Articles R14.1 and R14.2, in lieu of a formulaic COLA. The
18 PARTIES retain the formula in Paragraphs 1 and 2 below as a record of their historical COLA
19 formula.

20 1. All cost-of-living adjustments will be based on the annual average growth
21 rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage
22 Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). These
23 adjustments will be based on the following formula:

$$24 \frac{(\text{Aug}_{y-1} + \text{Oct}_{y-1} + \text{Dec}_{y-1} + \text{Feb}_y + \text{Apr}_y + \text{June}_y)}{(\text{Aug}_{y-2} + \text{Oct}_{y-2} + \text{Dec}_{y-2} + \text{Feb}_{y-1} + \text{Apr}_{y-1} + \text{June}_{y-1})} - 1$$

25 Y = Current Year

26 Y-1 = 1 Year Ago

27 Y-2 = 2 Years Ago

28 2. The top step of each job classification shall be 95% of the number

1 determined by the formula in Paragraph B times the base wage for such classification. Such
2 adjustments shall never result in a wage reduction. The base wage for each classification for the cost
3 of living adjustments, shall be the top step wage in effect October 1, each year, for that classification.
4 Other steps in the wage progression for each classification will be recalculated according to Section
5 1, based on the adjusted top step.

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

9 ***SECTION 3 – TLT HIRED AS CAREER SERVICE EMPLOYEE***

10 A Term-Limited Temporary (TLT) Employee who is separated from METRO and
11 rehired as a Career Service Employee within one year into the same classification they left will
12 receive wage progression credit and vacation service credits for time served as a Term-Limited
13 Temporary (TLT) Employee. All forfeited sick leave will be reinstated.

14 ***SECTION 4 – FLSA REQUIREMENTS***

15 A. All applicable non-overtime premiums received (e.g., spread pay and student pay)
16 will be added into an Employee's total compensation for the calculation of the "regular rate of pay".

17 B. A Rover, extra person, or a Relief LLR Supervisor who has their RDOs changed,
18 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40. RAIL
19 will attempt, whenever possible, to provide such Employee with two days off during each scheduled
20 workweek.

21 ***SECTION 5 – DEMOTION***

22 Employees who accept a demotion into a lower paid UNION position because of poor health
23 or other compelling reasons, as mutually agreed by the PARTIES, will be placed at a wage step
24 within the new position's wage range which most closely matches the Employee's wage in their
25 former wage range, but does not exceed the rate of pay received by the Employee in their former
26 classification.

1 **ARTICLE R15: STREETCAR OPERATORS**

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

3 A. A “Streetcar Operator” shall mean a person employed by METRO on a continuing
4 basis to operate the South Lake Union Streetcar or First Hill Streetcar who receives an eight-hour
5 minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour
6 minimum guarantee of straight-time pay per day not to exceed four days per week, provided they
7 have accepted all work assigned as specified in this Article. For each regularly-scheduled workday
8 or portion thereof on which a Streetcar Operator does not perform their assignment, they shall lose
9 their guarantee for that day and they shall be paid only for actual time worked, unless otherwise
10 provided in this AGREEMENT. A “regularly-scheduled workday” shall mean a day on which an
11 Employee is normally required to work.

12 B. There will be three kinds of Streetcar Operators: Regular Streetcar Operators,
13 Extra Board Streetcar Operators, and Report Streetcar Operators. A “Regular Streetcar Operator”
14 shall mean a Streetcar Operator who picks runs as a work assignment for their eight or ten-hour
15 guarantee. An “Extra Board Streetcar Operator” shall mean a Streetcar Operator who picks the Extra
16 Board and works as assigned for their eight-hour guarantee. A “Report Streetcar Operator” shall
17 mean a Streetcar Operator who picks report assignments for their eight-hour guarantee.

18 C. “Loader” shall refer to an Employee who picks, or is assigned on the Extra Board,
19 the task of selling passage; but who does not drive the conveyance for which the passage is sold. A
20 Streetcar Operator who is assigned to loading duties may be assigned other duties during their shift.

21 ***SECTION 2 – HIRING OF STREETCAR OPERATORS***

22 A. RAIL will post and conduct recruitments for Streetcar Operators to fill Career
23 Service vacancies and to maintain a sufficient number of Reserve Streetcar Operators. This
24 recruitment will be limited to Full-Time and Part-Time Bus Operators. Full-Time and Part-Time Bus
25 Operators who are selected and meet the qualifications through this process will be placed on a
26 trainee list and receive training.

27 B. If at the end of a Streetcar Operator training class, RAIL has insufficient positions
28 for all trainees who pass the class, those who are not placed in a Career Service Streetcar Operator

position will return to their Bus positions until RAIL can appoint them to a position. Employees who complete the training and become certified will be placed on a reserve list in seniority order. When a Career Service position becomes available, it will be offered to those on the reserve list by seniority.

C. A Reserve Operator who becomes a Career Service Streetcar Operator shall be committed to their position in Streetcar per the terms of Article R6, Section 5 – Commitment to Rail.

D. If RAIL or METRO is unable to meet the staffing needs under the provisions in Paragraphs A and B, RAIL may post and run a competitive recruitment open to external candidates. Current Career Service bargaining unit Employees deemed qualified through this recruitment process will be offered Streetcar Operator positions before hiring from outside the bargaining unit.

SECTION 3 – PROMOTIONAL LISTS

1. If a Reserve Streetcar Operator accepts a Career Service Streetcar Operator position, they will be removed from any of the other Operator lists (LLR, and PTO to FTO) and will be ineligible to apply for any other Operator selection process for a period of six months from the date of hire at Streetcar.

2. If a Reserve Streetcar Operator turns down an offer of appointment to a Career Service Streetcar Operator position, they will be removed from the Streetcar Operator Reserve list.

3. The provisions of this AGREEMENT apply to job offers for training classes.

4. Transit Human Resources will notify candidates for the positions covered by this AGREEMENT about the provisions of this section of the AGREEMENT.

SECTION 4 – STREETCAR OPERATOR GUARANTEES

A. Streetcar Operators will not be required to accept Part-Time status.

B. All runs and reports will be worked by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

C. All vacation reliefs will be worked by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

D. The Extra Board will be worked only by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

E. Except as provided in Section 10, O&M Supervisors will be limited to working no

1 more than 120 hours platform time per calendar year. When the total hours worked by O&M
2 Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours
3 worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds
4 the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident
5 one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL
6 agrees to provide the UNION with an accounting monthly or when requested, for the purpose of
7 enforcing this AGREEMENT.

8 **F.** All Streetcar Operators on their regular workdays will be paid straight through on
9 Saturdays, Sunday and modified schedule days.

10 **G.** Assignment of specials and extras will be made to Streetcar Operators before
11 being assigned to another classification.

12 **H.** Other Rail certified employees may operate in service in order to retain Rail
13 certification or in an emergency.

14 ***SECTION 5 – GENERAL CONDITIONS***

15 **A.** Each Streetcar Operator will sign in for their work. When a Streetcar Operator
16 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
17 to take the assignment.

18 **B.** If no Streetcar Operator is available to work, other certified employees may be
19 used to sustain service until a Streetcar Operator is located to perform the work.

20 **C.** Any Streetcar Operator not being relieved when arriving at the relief point will call
21 the O&M Supervisor and inform them that no relief Streetcar Operator is present. If the Streetcar
22 Operator does not wish to continue working, they shall request to be relieved. RAIL must relieve the
23 Streetcar Operator within one and one-half hours.

24 **D.** An “assignment” shall mean any work or duties that the Employee is required to
25 perform.

26 **E.** The cutoff time for calling to be removed from the sick list, and for signing the day
27 off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., they
28 may retain their following day’s full assignment by calling off the sick list at least one hour prior to

1 the start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

2 **F.** At each pick, a Streetcar Operator may indicate their preference regarding training
3 assignments. RAIL will attempt to accommodate a Streetcar Operator's preference when assigning
4 students; however, any Streetcar Operator may be given a training assignment if necessary. Trainees
5 shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
6 determines that safety would be jeopardized.

7 **G.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
8 trip, except when:

- 9 1. The revenue trip is less than 15 minutes long, or
- 10 2. The revenue trip is the last revenue trip before the streetcar returns to the
11 base, or
- 12 3. The revenue trip is live-looped or through-routed, or
- 13 4. The layover has been reduced by mutual agreement of the PARTIES.

14 When circumstances beyond the Streetcar Operator's control result in less than five minutes
15 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
16 the next southern terminal, except on their last trip, provided the Streetcar Operator attempts to notify
17 the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION as
18 having insufficient layover time.

19 **H.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
20 layover in assignments over five hours in length and an additional 15-minute layover in weekday
21 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it
22 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a
23 service report. "Length" equals report, travel and platform time, but does not include bonus time.

24 **I.** Each day at each base, METRO guarantees that for every 45 Operators normally
25 scheduled to work on that day, rounded to the nearest 45, one Operator shall be excused from their
26 assignment. However, the guarantee shall be a minimum of one each day at each base. Request for
27 AC days off may not be entered into the day off book more than one calendar month in advance of
28 the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day prior. An

Operator who has had the same day of the week off in the last three (3) weeks and/or has no vacation leave or AC time shall be moved to the bottom of the list. If workforce allows, more than one Operator can be excused for the day. These guarantees are subject to Article R12, Section 10, Paragraph D.

J. All assignments shall be completed within a maximum 14-hour spread or up to 16 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start time of the first assignment following at least ten continuous hours off.

K. When a Streetcar Operator presents a valid medical restriction which prevents operation of the equipment or in the facility of their assignment, METRO will work with the UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-up.

SECTION 6 – RUNS

A. There shall be two types of Streetcar Operator runs.

1. A “straight run” will consist of straight-through work including platform, report, travel time and other duties as assigned (within the Employee’s job classification).

2. A run combination or “combo” will consist of two or three pieces of work which are at least seven hours and eleven minutes in total work time, including platform, report, travel time, and other duties as assigned (within the Employee’s job classification), and which are within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

B. At least 75% of all runs Monday through Saturday will be straight runs. Combos on Saturdays shall be paid straight through. There shall be no combos on Sundays.

C. Runs shall be determined by RAIL in accordance with the provisions in this Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be defined as a “tripper”.

D. Any Extra Board Streetcar Operator working a regularly-scheduled run shall be paid the regularly-scheduled run pay.

E. Runs and combos may be broken into trippers on the same day in order to allow

1 RAIL to fill all work.

2 **SECTION 7 – STREETCAR OPERATOR PICKS**

3 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of
4 packaged assignments and RDOs, Extra Board positions, and vacations.

5 B. Streetcar Operators will have two system wide picks, at least 22 weeks apart. An
6 additional system wide pick will occur at a time to take effect during June.

7 C. Copies of the pick schedule will be posted in the base and in the UNION office at
8 least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,
9 certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

10 D. A Streetcar Operator who wishes to select an assignment must select an
11 assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree
12 otherwise.

13 E. RAIL will determine the Regular work assignments and the number of Extra Board
14 positions and Extra Board RDO combinations. Copies of all assignments will be posted in the base
15 six days prior to the start of the assignment selection.

16 F. The UNION shall be supplied a copy of the final work assignments to be used for
17 the pick at least two weeks prior to the first day of the pick.

18 G. Each Streetcar Operator shall have two consecutive RDOs, or in case of a 4/40
19 Streetcar Operator three consecutive RDOs, in every seven-day period, except when Streetcar
20 Operator shake-ups or move-ups make this impossible.

21 H. No Streetcar Operator will be forced to pick an assignment of runs which would
22 result in less than ten hours off between consecutive workday assignments, or less than 56 hours off
23 on their two consecutive RDOs.

24 I. The pick will be conducted by guidelines mutually established by the PARTIES.
25 No Streetcar Operator shall be compensated for time spent in the selection process, unless it is during
26 their regular work hours. A UNION representative shall be present and shall certify the pick.

27 J. A Streetcar Operator, who fails to appear at their scheduled pick time and who does
28 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected

1 for them by the UNION representative. The UNION representative shall make an effort to select an
2 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
3 not be subject to the grievance/arbitration procedure.

4 **K.** Each Streetcar Operator must pick work which is compatible with any existing
5 medical restrictions they have on file with METRO. Failure to do so will result in a forfeiture of the
6 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
7 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
8 restriction.

9 **L.** To meet specific service needs, RAIL may identify specific days on which
10 Streetcar service will operate on a schedule different than the regular schedule. Such schedule
11 deviation days may include a change in the hours of service, the frequency of service, and/or the
12 number of cars in service during any portion of the service day. Any day identified by RAIL that will
13 have a schedule deviation will be posted at the pick. Each Regular Streetcar Operator working on
14 their regular workday will pick their assignment, by seniority. Regular Streetcar Operators may
15 select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned
16 work will go to the Extra Board Streetcar Operators scheduled to work that day.

17 **M.** A Streetcar Operator who has been unable to work for 30 days or more must be
18 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
19 Such Streetcar Operator will not be allowed to pick an assignment except by mutual agreement
20 between the PARTIES. A Streetcar Operator who returns to duty without a picked assignment will
21 be placed on an assignment mutually agreeable to the PARTIES.

22 **SECTION 8 – MOVE-UPS**

23 **A.** If regular or Extra Board assignments become vacant, less senior Streetcar
24 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
25 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
26 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
27 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations or
28 positions become available, Extra Board Streetcar Operators at the base who could not have picked

1 these RDO combinations or positions may choose the new RDO combinations or positions. Streetcar
2 Operator move-ups will be conducted only when they can be implemented at least 28 days prior to a
3 shake-up.

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

7 **SECTION 9 – VACATION SELECTION**

8 **A.** Vacations will be picked once per year. Available vacation blocks will be for a
9 full year.

10 **B.** Vacations may be split into periods of one or more full weeks.

11 **C.** METRO shall determine the number of vacations offered in each period. Each
12 year, METRO shall furnish the UNION with a list of vacation periods.

13 **D.** Employees may only pick vacation hours totaling up to their balance at the time of
14 the pick. After the vacation pick, any other vacation requests will be considered on a first come, first
15 served basis.

16 **E.** Future pick and shake-up dates occurring during the vacation periods that Streetcar
17 Operators can select at the current pick shall be posted in the pick room by METRO.

18 **F.** After a vacation relief has been assigned to an Extra Board Streetcar Operator,
19 there shall be no changes in vacation unless agreed by the Streetcar Operator who is assigned the
20 vacation relief.

21 **G.** A Streetcar Operator may, with METRO approval, change their vacation at the
22 base to a period which they did not have the seniority to pick provided the available period(s) are
23 posted at least one week in advance.

24 **H.** A Streetcar Operator may otherwise use vacation in increments of one or more
25 hours, provided they have vacation available and subject to advance approval by their Chief.

26 **SECTION 10 – EXTRA BOARD**

27 **A.** Extra Board Streetcar Operators shall bid three times a year (with other Streetcar
28 Operators).

1 **B.** Extra Board Streetcar Operators shall bid for two consecutive RDOs.

2 **C.** Extra Board Streetcar Operators shall bid on chronological position on the Extra
3 Board (“1”, “2” or “3”).

4 **D.** Extra Board Streetcar Operators may exercise classification seniority to work
5 regular runs that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained
6 absence of more than one week.

7 **E.** At RAIL’s discretion, FTOs and PTOs (Streetcar Reserve Operators) who have
8 been trained as Streetcar Operators may be added one up from the bottom of the Extra Board.

9 **F.** During a shake-up, any newly hired Streetcar Operators shall be placed two
10 positions up from the bottom of the Extra Board at First Hill Streetcar and one up from the bottom at
11 South Lake Union Streetcar. Selection of open positions shall be by seniority.

12 **G.** All work assigned to an Extra Board Streetcar Operator as part of their regular
13 workday assignment will be within a spread of 14 hours except in the case of an emergency.

14 **H.** The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
15 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar
16 Operator who is available the following day will receive one hour of straight-time pay, except in case
17 of extreme emergency.

18 **I.** The Extra Board work shall be assigned according to the following rules:

19 **1.** Extra Board Streetcar Operators shall work all assignments as assigned by
20 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
21 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
22 description. Assignments may include “Report” time assignments as determined by an O&M
23 Supervisor.

24 **2.** All work shall be assigned to the Extra Board, from the top of the board
25 down, according to quit time, with the earliest quit assigned first.

26 **3.** Quit time of special work shall be estimated by RAIL for the purpose of
27 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
28 time.

1 4. If two or more Streetcar Operator assignments quit at the same time, they
2 shall be assigned as follows:

3 a. A run will be assigned before a report.
4 b. An assignment with more pay will be assigned before an assignment
5 with less pay.
6 c. If two assignments pay the same, the assignment with the lesser
7 amount of work including report time and travel time will be assigned first.
8 d. If two assignments pay the same and have the same amount of work
9 including report time and travel time, they will be assigned at the discretion of RAIL.

10 5. If the number of Extra Board Operators available for work on a regular
11 workday is greater than the number of available runs, reports and special work which fits the
12 definition of a run, then tripper combinations may be inserted in the assignment sequence according
13 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
14 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
15 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
16 minutes or less will be paid straight-through.

17 6. If the number of Extra Board Streetcar Operators available for work on a
18 regular workday is less than the number of available runs and special work which fits the definition
19 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

20 7. On holidays, a Streetcar Operator left without an assignment shall receive the
21 day off at holiday pay. All Streetcar Operators who request the holiday off via the day off book will
22 be excused before any Streetcar Operator is forced to take the day off.

23 8. Any Extra Board Streetcar Operator who receives an assignment out of
24 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
25 time pay, except in case of extreme emergency. Any Streetcar Operator who receives an overtime
26 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive
27 pay to equal the assignment they should have had or the assignment they received, whichever is
28 greater.

1 **9.** The following provisions shall apply to Extra Board Streetcar Operators who
2 choose vacation reliefs:

3 **a.** Extra Board Streetcar Operators may request to work the runs of
4 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, unpaid leave
5 of absence of one week or more or other long term absences. Vacant runs may be picked as vacation
6 reliefs until they are filled by a move-up. Streetcar Operators will pick this work by seniority.

7 **b.** When a vacation relief assignment ends, the Extra Board Streetcar
8 Operator shall revert to their regular picked position on the Extra Board without any penalty to RAIL.
9 This Streetcar Operator then becomes eligible for the next available vacation relief, or remainder of
10 an unpicked vacation relief, according to seniority. Such Streetcar Operators shall retain the RDOs of
11 the vacation relief through the remainder of the pay week.

12 **c.** Extra Board overtime policies remain unchanged.

13 **d.** An Extra Board Streetcar Operator picking a vacation assignment
14 must work the entire vacation assignment, except as provided in Subparagraph b.

15 **10.** If an Extra Board Streetcar Operator's normal sequence assignment
16 conflicts with their partial absence or non-driving assignment, then such Streetcar Operator will be
17 given an assignment which is not a straight run. RAIL will attempt to maximize straight-time paid
18 work hours for such Streetcar Operators.

19 **J.** No Streetcar Operator's RDO shall be cancelled or changed without the consent of
20 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall
21 have a minimum of 56 hours off for their two consecutive RDOs.

22 **K.** Extra Board Streetcar Operators working a report assignment:

23 **1.** Extra Board Streetcar Operators will be available for a spread of 13 hours
24 and must accept all work according to Extra Board Streetcar Operator work rules set forth in this
25 AGREEMENT.

26 **2.** A Streetcar Operator may voluntarily waive their 13-hour spread. A
27 Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14
28 hours.

1 3. The Streetcar Operator with the earliest first report time gets the first piece
2 of work that is or becomes available within their spread, except in cases of emergency. If the
3 assignment is less than eight hours work time, the Streetcar Operator may be assigned additional
4 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules
5 of Section 10, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late
6 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

7 4. At the discretion of the O&M Supervisor, assignments that become
8 available for Extra Board Streetcar Operators may be broken up if necessary to keep service in
9 operation.

10 5. Work available at the time an Extra Board Streetcar Operator working on
11 report is released from an a.m. assignment may be assigned at that time for the remainder of the day
12 at the discretion of the O&M Supervisor.

13 6. No Extra Board Streetcar Operator will be required to work prior to report
14 time.

15 L. When an Extra Board or Report Streetcar Operator is sent to work at a base they
16 did not pick, also known as “inter-basing,” the following will apply:

- 17 1. Employees will report to the base where they picked and sign-in for work.
- 18 2. RAIL is responsible for transporting the Employee to and from the other
19 base assignment.
- 20 3. Employees will sign out from the base they picked.
- 21 4. Employees are paid for all time between sign-in and sign-out, including
22 travel time.

23 **SECTION 11 – OVERTIME**

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

28 B. Any Streetcar Operator working a regular run on their RDO shall be paid for eight

1 hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Streetcar
2 Operator who works two separate and complete runs on the same day will be paid such guarantee for
3 each run. A Streetcar Operator assigned overtime on their RDO, per Paragraph C.2 and C.4, shall be
4 guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.

5 C. If overtime is available it shall be assigned by seniority with the greatest pay time
6 first, according to the following Streetcar Operator sequence:

- 7 1. Extra Board Streetcar Operators on regular workday within their stated
8 preference.
- 9 2. Extra Board Streetcar Operators on an RDO.
- 10 3. Regular Streetcar Operators on regular workday.
- 11 4. Regular Streetcar Operators on an RDO.
- 12 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding
13 their stated preference, except as provided in Section 5, Paragraph J.
- 14 6. Available O&M Supervisors shall be offered an opportunity to work
15 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have
16 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on
17 both their regular workdays or on their regular days off.
- 18 7. Extra Board Streetcar Operators on regular workday forced in inverse order
19 of seniority.

20 D. No Streetcar Operator shall be required to work on their RDO. No Regular
21 Streetcar Operator shall be assigned overtime work unless they volunteer for such work.

22 E. Any Streetcar Operator volunteering for overtime shall be required to work the
23 overtime assigned.

24 F. An Extra Board Streetcar Operator may request to add or remove overtime
25 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
26 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
27 with Paragraph C.7.

28 G. A Regular Streetcar Operator may request to be added to or removed from the

overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.

H. During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar Operator to remain available to continue to perform work within their job classification.

SECTION 12 – SPECIAL ALLOWANCES

A. No less than ten minutes report time shall be paid at the applicable rate.

B. Employees will receive pay for all time spent completing written reports if the time is beyond regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to pay Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any time actually worked and will pay overtime as required by both this AGREEMENT and by state and federal law.

C. A Streetcar Operator who is not on report shall be paid a minimum of one hour straight-time pay for a streetcar change.

D. One hour straight-time pay shall be paid to a Streetcar Operator for each day spent instructing a student.

E. If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the overtime rate applies, they will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.

F. The minimum time paid, including report and travel time, for regularly-scheduled tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

G. An Extra Board Streetcar Operator, who works past a twelve-hour spread on a workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve hours.

H. Each Regular or Extra Board Streetcar Operator, who works a combo or frag having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-

half for time in excess of 10-1/2 hours.

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

J. A Streetcar Operator who is relieved on the road and is directed by METRO to return to the base to submit an accident or incident report or a found item will be paid travel time at the applicable rate.

SECTION 13 – UNIFORMS

A. If Streetcar Operators are required to wear uniforms that are different from those of FTOs, then upon completion of training and after certification, a newly hired Streetcar Operator shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to the extent that these articles of clothing differ from Bus uniforms. Thereafter, the uniform allowance shall be available annually on the Streetcar Operator's anniversary date.

B. A uniform allowance of twelve times the top step FTO wage rate on January 1 of each year shall be available annually on each Streetcar Operator's certification date. FTOs who move from Bus to Streetcar, will continue to receive their uniform allowance on their original Bus qualification date. The uniform allowance may be used only to purchase authorized uniform items. A Streetcar Operator who does not pick an assignment and who is not required to be in uniform will have their uniform allowance for the following year reduced by one-third of the annual allowance for each shake-up on such status.

C. Uniform allowance balances may be carried over if unused. A Streetcar Operator's accrued allowance may not exceed 25 times the top step FTO wage rate as shown in Exhibit RA.

D. Streetcar Operators are required to be in uniform while on duty. When uniform garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be considered acceptable uniform attire.

E. Footwear designated by RAIL may be purchased with the uniform allowance.

Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel over two inches high.

F. All uniform items will be union made, unless mutually agreed between the PARTIES.

SECTION 14 – RESERVE STAFF FOR STREETCAR OPERATORS

A. When there is no immediate need to fill regular vacancies in Streetcar, Reserve Streetcar Operators will return to their Bus positions. Reserve Streetcar Operators shall remain classified as Bus Employees after their certification at Streetcar.

B. As needed, RAIL will offer temporary Streetcar assignments of two weeks or longer to Employees on the Reserve list in order to fill temporary RAIL workforce shortages. The temporary assignment will be offered to Operators on the Streetcar Operator Reserve list in seniority order. Such work will be assigned to Reserve Streetcar Operators who are available for the assignment.

SECTION 15 – ATTENDANCE

A. The PARTIES recognize that RAIL provides an essential public service and that Employees have the responsibility and the obligation to report for all assignments unless previously excused.

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

C. An Employee requesting work on their RDO, who fails to report for work or who reports for work late, will be subject to the policies defined in this AGREEMENT.

D. Misses include late reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences recorded in a four-month period shall be subject to the following controls:

- First – Informational Notice.
- Second – Oral Reminder.
- Third – Written Reminder and the Employee will be offered a program of assistance from both PARTIES in developing a plan to improve attendance. This program will

1 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
2 and the UNION Officer/designee will meet with the Employee to write the details of the program,
3 which will be specific to the Employee.

4 • Fourth – One-day suspension, unless the Employee has a five-year record of
5 less than three misses per year, in which case another Written Reminder shall be issued. Whether
6 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

7 • Fifth – Discharge, unless RAIL determines that an additional suspension
8 may be sufficient to correct the Employee's attendance problem.

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

10 • First through third – Informational Notice.

11 • Fourth – Oral Reminder and Employee will be offered a program of
12 assistance from both PARTIES in developing a plan to improve attendance. This program will
13 include a referral to the Employee Assistance Program (EAP). The METRO unit
14 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
15 of the program, which will be specific to the Employee.

16 • Fifth – Written Reminder.

17 • Sixth – Review of program of assistance; Explanation of Attendance
18 Probation.

19 • Seventh – One-day suspension. Placement on Attendance Probation. This
20 counts as FIRST probationary absence.

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

23 1. The attendance probation will begin on the calendar day following the
24 Employee's seventh miss.

25 2. The Employee will be offered a program of assistance from the PARTIES
26 in developing a plan to improve attendance. This program will include a referral to the Employee
27 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
28 will meet with the Employee to write the details of the program, which will be specific to the

1 Employee.

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

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

6 5. The Employee will be allowed no more than three misses in each of the two
7 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
8 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
9 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).

10 An Employee who successfully completes the two twelve-month periods will no longer be on
11 attendance probation.

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

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

16 G. Four consecutive workdays of absence without leave may be considered a
17 resignation or grounds for termination, as appropriate, taking into consideration mitigating
18 circumstances.

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

26 I. Misses for Streetcar Operators include:

27 1. Unexcused Absence – Failure to report within one hour after designated
28 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before

1 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
2 for the day. However, if an Employee is incapable of complying with these requirements to timely
3 report based on a condition listed in Article R11.4, they will be excused if the request is properly
4 submitted.

5 **2. Late Report** – Reporting to work late from two minutes up to one hour after
6 designated report time.

7 **3. Absence** – An unexcused absence which has been changed to an absence.

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

11 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
12 minor infraction, as defined in Article R4, Section 3.

13 **L.** The procedure for late reports and absences for Streetcar Operators shall be as
14 follows:

15 **1.** If the assigned Operator signs in or reports to their assigned work location
16 within two minutes after the report time they will be allowed to work their assignment and shall not
17 receive a late report. The clock in the reporting area will be used to determine time. If there is a
18 dispute as to the accuracy of the clock in the reporting area, the LCC's clock will be determinant.

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

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

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

28 **5.** If an Operator on late report fails to report to the Dispatcher/Planner after

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

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

M. The procedures for changing misses to absences or excused absences shall be as follows:

1. A Streetcar Operator may provide a written request to the immediate supervisor the same day as their unexcused absence. If such request is granted, the Streetcar Operator either will be placed at the bottom of the report list for work later in the day at minimum pay of two and one-half hours or will be told to return home.

2. For a Streetcar Operator, a request for a miss to be changed to an absence or excused absence must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused absence.

N. The procedure for Streetcar Operators coming off the sick list shall be as follows:

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

1 **ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES**

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

3 A “Streetcar Maintenance Employee” shall mean a person employed by RAIL on a regular
4 full-time continuing basis to service and maintain streetcar equipment and/or facilities and other
5 duties as determined by RAIL in the following classifications.

- 6 • Electromechanics
- 7 • Maintenance Service Center Worker
- 8 • Rail Service Worker
- 9 • Track and Right of Way Maintainer

10 ***SECTION 2 – HIRING***

11 Streetcar Maintenance Employees shall be hired through an open and competitive recruiting
12 process.

13 ***SECTION 3 – GENERAL CONDITIONS***

14 A. RAIL shall not adopt time estimates contained in flat-rate books for scheduling or
15 evaluation purposes. METRO work standards are exempted from this provision.

16 B. When it is necessary to ensure safety, shop trucks will carry an additional qualified
17 Employee. No Employee will be required to perform an unsafe procedure.

18 C. When an Electromechanic is sent to work at a base they did not pick, also known
19 as “inter-basing”, the following will apply:

- 20 1. Electromechanics will report to the base where they picked and sign-in for
21 work.
- 22 2. RAIL is responsible for transporting the Employee to and from the other
23 base assignment.
- 24 3. Electromechanics will sign out from the base they picked.
- 25 4. Electromechanics are paid for all time between sign-in and sign-out,
26 including travel time.

27 ***SECTION 4 – WORK ASSIGNMENTS***

28 A. The workweek shall consist of five consecutive days, except when an Employee’s

1 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
2 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
3 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard
4 shift will be completed within a continuous eight hour period, and will include a paid one-half hour
5 lunch break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard
6 shift, there is an expectation that quantity of work will not decrease partly because the
7 overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a
8 regular schedule consisting of an alternative workweek will be governed by the provisions in Article
9 R13.

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

11 C. Assignment of specific duties on any shift shall be at the discretion of RAIL.

12 D. For the purposes of the pick and subsequent work assignments, the graveyard shift
13 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
14 swing shift shall be considered the third.

15 E. Should it become necessary to alter a shift during a shake-up and such alteration
16 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
17 request for accommodation which requires an alteration in the start or quit times of a shift, such
18 Employee may request that RAIL consider their request. METRO will then contact the UNION to
19 review the matter.

20 F. For holiday work assignments, RAIL will determine the staffing needs for each
21 shift. When RAIL has determined which classifications will be required to work, Employees in those
22 classifications will be offered the holiday assignment in seniority order, as follows:

23 1. Employees on regular workday.

24 2. Employees on their RDO

25 3. By inverse seniority to Employees on regular workday.

26 **SECTION 5 – PICKS AND MOVE-UPS**

27 A. Three times each year, consistent with Streetcar Operator picks or when a facility
28 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each

1 shift shall be posted.

2 **B.** At the pick, each Employee listed in Section 1 will be permitted to select shift
3 (when applicable), and their two consecutive RDOs. Specific duties within a classification also may
4 be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
5 Manager/designee will meet with the UNION Executive Board Officer for Rail and the
6 President/Business Representative/designee to discuss and identify any ongoing or planned special
7 projects that may be appropriate for posting on the pick sheets.

8 **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of
9 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
10 RAIL will notify the UNION before the modification is posted. No changes will be made less than
11 five days prior to the pick.

12 **D.** An Employee shall be compensated for the time spent in the selection process
13 when it is during their work hours.

14 **E.** UNION representatives for Maintenance will be present and facilitate the pick.

15 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
16 with the RAIL designee, as identified on the pick schedules, indicating their work preferences. The
17 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will
18 result in the UNION representative picking an assignment for the Employee. The UNION
19 representative shall make an effort to select an assignment comparable to the last picked position
20 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to
21 the grievance/arbitration procedure.

22 **G.** When RAIL determines that an Employee will be unavailable for work for an
23 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
24 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they
25 may return to their previous picked position, if such still exists, or to a position as close as possible to
26 the assignment they were working previously. RAIL and the Employee may mutually agree to a
27 different assignment, and the UNION will be notified.

28 **H.** If a vacant position is to be filled, Employees in that classification at that base may

1 have a move-up. The UNION will be notified and effect the move-up.

2 I. The Streetcar Electromechanics shall pick from among the positions at Streetcar.

3 J. For a two week block, Rail Service Workers shall be assigned to report to a
4 particular base to sign in. However, on a daily basis, Rail Service Workers may be assigned to work
5 any base. If RAIL expands to hire more than one RSW, the RSWs will pick at a specific base.

6 **SECTION 6 – VACATION SELECTION**

7 A. A once yearly vacation pick will be held during the first pick of the year.
8 Available vacation blocks will be for a full year.

9 B. A minimum of one Employee per base will be allowed on vacation at any one
10 time.

11 C. Vacation may be split into blocks of one or more full weeks. The selection of
12 vacations by Employees shall be extended over the entire payroll year. An Employee who takes their
13 vacation in two or more blocks shall select the second block of their vacation after all Employees in
14 their classification have made their first selection; their third selection after all Employees in their
15 classification have made their second selection; etc., until all blocks of the vacation have been
16 selected. Picked vacation blocks will begin or end with the Employee's RDO.

17 D. Employees may use vacation or accumulated accruals in increments of one or
18 more hours, provided they have available vacation or accumulated time and subject to advance
19 approval by their immediate supervisor.

20 **SECTION 7 – OVERTIME**

21 A. All hours worked in excess of eight in the scheduled workday or work on an
22 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
23 time rate of pay for the classification for actual overtime hours worked.

24 B. Overtime on any shift shall be computed at the rate paid for the Employee's
25 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
26 hourly shift differential. Overtime on swing shift extending to graveyard shift shall be paid at the
27 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at
28 the graveyard shift overtime rate of pay.

1 C. Overtime assignment of four hours or less will be offered, by seniority at a
2 location, to qualified Employees who are working the shift preceding or succeeding the shift where
3 the work is to be accomplished and/or performed.

4 D. Overtime assignments of more than four hours will be offered, by seniority at a
5 location, to qualified Employees, including Employees on their RDO.

6 E. Overtime assignments of eight or more hours will first be offered to qualified
7 Employees at a location who are on their RDO before it is split and offered in smaller pieces.

8 F. Should no Employee at a location accept the overtime assignment, it may be
9 offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign
10 the work at a location to a qualified Employee, it may choose to assign the overtime to the least
11 senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the
12 overtime may be assigned to the next least senior qualified Employee who is reasonably available.

13 G. An Employee who is scheduled for paid time off, and who is interested in working
14 on the RDOs preceding or succeeding their paid time off, must provide written notice to their
15 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
16 these RDO's also require this notice. For overtime assignment, they will be considered in seniority
17 order in accordance with Paragraphs D and E.

18 H. In the case of an extreme emergency, RAIL can assign overtime work to any
19 certified Employee. An Employee who works overtime during an extreme emergency shall be
20 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
21 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-
22 day period. An Employee may voluntarily waive the time off required in this Paragraph.

23 I. An Employee, who has gone home after their regular shift and who is called back to
24 work and reports for work, will be guaranteed at least four hours pay at the overtime rate.

25 J. An Employee called in before their regularly-scheduled report time and in
26 conjunction with their regular shift will be paid for actual hours worked.

27 **SECTION 8 – SHIFT DIFFERENTIAL**

28 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.

Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

SECTION 9 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually, on Employees' regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the Streetcar Maintenance Employees in the classification Electromechanic. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2020	\$903
2021	\$903
2022	\$903

Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

Shop tools shall be provided to Rail Service Workers, Maintenance Service Workers, and Track and Right of Way Maintainers who support the streetcars. These job classifications are not entitled to a tool allowance.

B. Each Streetcar Electromechanic shall receive their choice of coveralls or a clean uniform (pants and shirt) daily.

C. Any Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to Personal Protective Equipment (PPE), a rain set, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair of boots, socks, and cushioned inserts as identified in the METRO voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase

1 work socks. The maximum METRO contribution paid by such voucher shall be \$200 (plus sales tax)
2 per Employee as provided in Paragraph D.

3 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and
4 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

5 **E.** When an Employee is informed during their regular shift that overtime in excess of
6 two hours beyond the end of the regular shift will be required, or when an Employee is called at
7 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-
8 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

9 **F.** Except where modified by historical practice, agreement, or mutual understanding,
10 duties traditionally performed by Streetcar Electromechanics, will be performed only by Employees
11 working in that classification.

12 **G.** RAIL shall respect the classification boundaries that are established in the
13 classification specifications for Streetcar Vehicle Maintenance jobs; however it is agreed that the
14 incidental assignment of cross-classification work is allowed. No Employee shall be expected to
15 perform work for which they have not been adequately trained or which is unsafe. If the UNION
16 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall
17 convene special Labor-Management discussion to attempt to address the UNION's concerns over
18 staffing levels and work assignments.

19 **H.** Streetcar Electromechanics may use the ten minutes prior to the end of their
20 workday for personal lean-up.

21 **I.** When upgraded to a Lead position, the Employee shall receive the Lead rate of pay.
22 When upgraded to any other classification, an Employee shall be paid according to Article R3.
23 However, no upgraded Employee shall be paid more than the top step of the classification to which
24 they have been upgraded.

25 **J.** RAIL will provide a secure area at each work location for UNION related materials
26 accessible to all UNION representatives at that location.

27 **K.** An Employee who is assigned to train an Intern, Apprentice, or O&M Supervisor-
28 in-Training on Maintenance proficiency requirements, will receive a 10% premium under the

1 following circumstances, and is only paid for actual time spent training. Leads are not eligible for
2 training pay. Time spent training an Apprentice, Intern, or O&M SIT must be pre-authorized in
3 writing and involve active instruction. Training Pay will not be offered for any other types of intern,
4 apprentices, or for peer-to-peer training or orienting new Employees.

5 L. For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees
6 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair
7 of prescription safety glasses.

8 **SECTION 10 – ATTENDANCE**

9 A. The PARTIES recognize that Maintenance duties and functions are time critical
10 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar
11 Electromechanics will be subject to the following terms, which supersede any conflicting provisions
12 elsewhere in the AGREEMENT.

13 B. Maintenance will monitor and record attendance using the terms of late occurrence
14 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
15 call one-half hour before their shift to request unscheduled leave and then are requested to come to
16 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
17 time to make up lost time.

18 C. A late occurrence (six minutes to two hours) shall be managed and recorded as
19 follows:

- 20 1. An Employee may complete any time left on their shift.
- 21 2. An Employee may work a full eight hours, or ten hours for a 4/40
22 Employee, even though this work would continue into the next shift.
- 23 3. An Employee may not use AC time or vacation to make up lost time.
- 24 4. An Employee will be paid for actual hours worked at their scheduled rate of
25 pay.
- 26 5. A late occurrence shall not create an overtime opportunity for the late
27 Employee. No grievances will be filed by other Employees claiming overtime infringements should
28 an Employee elect to work their full shift and the time worked extends into another shift.

6. Late occurrences will be recorded in a 180-day rolling time frame as follows:

- a. 1st through 5th occurrence – Employee and immediate supervisor initial the attendance card.
- b. 6th occurrence – One-day suspension without pay.
- c. 7th occurrence – Discharge, treated as a major infraction as defined in Article R4.

D. Unexcused absences (over two hours late) shall be managed and recorded as follows:

- 1. An Employee may complete their shift only.
- 2. An Employee may not use AC time or vacation to supplement their regular shift pay.
- 3. Such Employee is not eligible for overtime that day.
- 4. Unexcused absences will be recorded in a twelve-month rolling time frame

as follows:

- a. 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.
- b. 3rd occurrence – One day suspension without pay.
- c. 4th occurrence – Discharge, treated as a major infraction as defined in Article R4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five workdays of the occurrence. An Employee who had a late occurrence or unexcused absence removed from the attendance management records has the option to use vacation leave or AC time, as appropriate, to make up lost time.

1 G. The PARTIES agree to review this Section on an annual basis.

2 ***SECTION 11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS***

3 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management
4 Relations Committee as needed.

5 **ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

6 ***SECTION 1 – DEFINITION OF EMPLOYEES***

7 An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time
8 continuing basis to supervise Streetcar Operations & Maintenance. An “Operations & Maintenance
9 Supervisor-in-Training (O&MSIT)” shall mean an Employee who is training to become an O&M
10 Supervisor.

11 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

12 The management and direction of the work force, which includes, but is not limited to,
13 assigning work, clarifying all job specifications with regard to duties and setting performance
14 standards with input from O&M Supervisors, is vested exclusively in RAIL. This is limited only by
15 the stated conditions in this Article. No changes in existing rights or related conditions shall be made
16 without first negotiating with the UNION.

17 ***SECTION 3 – O&M SUPERVISOR-IN-TRAINING***

18 A. All hiring processes for Streetcar O&M Supervisors will be open to all bargaining
19 unit Employees and outside applicants. If an insufficient number of Employees qualify through the
20 selection process, METRO will then screen, test, interview and hire outside applicants to these
21 positions. The qualification criteria will be the same for all applicants.

22 B. Employees are encouraged to apply for Streetcar O&M Supervisor positions. They
23 may apply and compete with external candidates. Employees will receive an additional 5% on any
24 passing test scores. Employees who are advanced to the interview stage will receive an additional
25 5% added to their test scores. The ratio of Employee’s preference compared to the preference given
26 to other King County employees will remain in full force and effect throughout the duration of this
27 AGREEMENT.

28 C. The following process will go into effect upon the introduction of the O&M

Supervisor-In-Training Program.

1. O&M Supervisor-In-Training vacancies shall be posted on METRO bulletin boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-time service in the five years preceding the closing date for applications. Interested Employees must formally apply through METRO's Transit Human Resources Office within the specific time frame listed. Selection of O&MSIT candidates shall be the sole responsibility of METRO. The selection process for O&MSITs shall be based on an Employee's ability, training, education, experience and job performance, as determined by appropriate testing procedures and evaluations, which have been and will continue to be developed with input from O&M Supervisors. An O&M Supervisor, selected by Streetcar after consultation with the UNION, will be included in the O&MSIT candidate selection.

2. Successful candidates will be placed on a list by seniority. The O&MSIT candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for the recruitment process at the time of appointment or they will be removed from the list. Once removed from the list, an Employee must wait until the next recruitment to reapply. If O&MSITs remain on an O&MSIT list when a new list is created, they shall be placed above all new O&MSIT candidates.

3. When developed, O&MSIT candidates will participate in a selection orientation program. It will be designed to give candidates an understanding of the skills that will be required to be successful in the classification.

D. Testing procedures for O&MSIT candidates shall be developed with input from O&M Supervisors.

E. O&MSITs shall be placed in that classification for twelve months, during which time they shall be required to qualify as dispatcher, field supervisor, and operations controller. Failure to qualify shall result in termination as O&MSIT and return to previous classification with no loss in seniority. An O&MSIT removed from the program for failure to meet qualification standards will receive a probation termination review.

F. Streetcar shall establish and publish standards for qualification and, with input from instructing O&M Supervisors, will determine in each case whether the O&MSIT has

1 successfully qualified.

2 **G.** Upon appointment, O&MSITs shall be subject to a twelve-month probationary
3 period.

4 **H.** Upon appointment, O&MSITs shall receive a voucher for four pairs of uniform
5 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be
6 issued to O&M Supervisors newly hired from Bus Supervisor positions.

7 **I.** Upon qualification and successful completion of the O&MSIT probation period, the
8 O&MSIT will become an O&M Supervisor and be eligible to pick at the next scheduled pick.

9 **J.** An O&MSIT shall not train another O&MSIT at any time.

10 **K.** An O&MSIT may be assigned to work shifts under direct supervision of an O&M
11 Supervisor.

12 **L.** Upon successful completion of training in a classification, an O&MSIT may
13 independently work shifts in that classification.

14 **M.** Upon qualification in all classifications, an O&MSIT will be assigned work in any
15 classification, at Streetcar's discretion.

16 **N.** Upon qualification in a classification, and by mutual agreement between the
17 PARTIES, an O&MSIT may be eligible to fill a vacant Supervisor position by seniority.

18 **O.** Upon qualification in a classification, an O&MSIT will be eligible to bid on
19 overtime in that classification. Overtime will be assigned according to the overtime procedures for
20 Supervisors.

21 **P.** The PARTIES agree to regularly discuss the progress of the O&MSIT program
22 during Streetcar LMRC meetings.

23 ***SECTION 4 – PICKS***

24 **A.** In the spring and fall of each year or when mutually agreed by the PARTIES, all
25 O&M Supervisor shifts will be posted for a general pick.

26 **1.** Copies of schedules and assignments to be picked will be posted at all work
27 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy
28 of this information.

2. After the posting, there will be a review period in which changes may be made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the PARTIES.

3. Implementation of the spring pick will occur between April 1 and April 15 and implementation of the fall pick will occur between October 1 and October 15.

4. The two general picks will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general pick.

B. Shifts will be classified as regular and relief. O&M Supervisors will be permitted to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the PARTIES.

C. An O&M Supervisor who does not pick must leave, with the UNION, at least three choices of assignments in order of preference. Failure to do so will result in the UNION representative making every effort to select an assignment comparable to the assignment last selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall not be compensated for time spent in the pick unless it is during their regular working hours.

D. A UNION representative shall be present and certify the pick.

E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have hours, significant duties, RDOs, or job classification changed during a shake-up without approval of the affected O&M Supervisor(s) and the UNION.

F. At each pick, O&M Supervisors may volunteer in writing to work overtime.

G. All block assignments shall have ten hours off between consecutive day's assignments. Block assignments may include floating assignments at RAIL's discretion.

SECTION 5 – MOVE-UPS

A. When a permanent vacancy occurs during a shake-up in any O&M Supervisor position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in seniority order to fully qualified O&MSITs.

1 B. Move-ups may not be requested during the last eight weeks of the current shake-
2 up.

3 **SECTION 6 – WORK ASSIGNMENTS**

4 A. All O&M Supervisors shall have regular shifts or relief shifts. All shifts will be
5 available for pick according to the pick guidelines.

6 B. All assignments in the classification of O&M Supervisor shall be completed within
7 a continuous eight- or ten- hour period, as applicable, unless the assignment is designated for an
8 unpaid 30-minute lunch break.

9 C. Regular shifts shall be in blocks consisting of five consecutive days of regular
10 scheduled work (or four days if it is a 4/40 assignment) in a workweek, with each workday
11 guaranteed eight hours. The RDOs for a regular shift block shall be two consecutive days (4/40
12 assignments shall have three consecutive RDOs). All regular shifts in the classifications of O&M
13 Supervisor will be assigned in their entirety unless otherwise approved by the Streetcar Section
14 Manager. RAIL shall notify the UNION of such cancellations within 24 hours or the next business
15 day.

16 D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-
17 hour guarantee each workday. The preliminary schedule listing available RDOs and shifts for Relief
18 O&M Supervisors shall be posted by Friday of the week before each pay period ends for the
19 following pay period. There will be two consecutive RDOs (or three consecutive RDOs for 4/40
20 assignments) for each 40-hour week, except for Relief O&M Supervisors with Friday and Saturday
21 RDO combinations switching to another RDO combination or vice versa. RDOs will not be changed
22 or cancelled without the consent of the affected O&M Supervisor, except in an emergency. The
23 RDOs for Relief O&M Supervisors may change each pay period as a result of the availability of the
24 assignments.

25 E. Monday prior to the end of each pay period, each Relief O&M Supervisor will
26 pick their assignment for the next pay period from the known available assignments and available
27 RDOs, by seniority. Available regular shift blocks consisting of a 40-hour week must be kept whole
28 along with the affiliated RDOs. Available work that is not a whole regular shift block (including

1 RDOs) may be selected as individual pieces to create a 40-hour week with consecutive RDOs to be
2 selected by the O&M Relief Supervisor. Each pay week will be picked separately. Assignments
3 selected the first week will not affect selections in the second week, except where minimum time off
4 between shifts and/or 54 hours off for RDOs would be compromised. All O&M Relief Supervisors
5 will pick their bi-weekly work assignments before any overtime is sent out for bid.

6 **F.** If there are not enough work assignments for all Relief O&M Supervisors to
7 choose from, extra assignments may be created. RAIL may change a Relief O&M Supervisor's extra
8 assignment by up to four hours, provided the change is made at least twelve hours before the start
9 time of the O&M Supervisor's extra assignment, except as provided in Paragraph H. In an
10 emergency, or with the Relief O&M Supervisor's consent, a Relief O&M Supervisor's extra
11 assignment may be changed by more than four hours and with less than twelve hours notice. Relief
12 O&M Supervisors who have picked extra assignments must check in between twelve and eight hours
13 prior to the scheduled start of the extra assignment to find out if there is a change. RAIL must notify
14 Relief O&M Supervisors of any change to an extra assignment.

15 **G.** All O&M Supervisors shall have at least 54 hours scheduled off for their two
16 consecutive RDOs.

17 **H.** RAIL agrees to assign all special assignments, tasks and projects by giving equal
18 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
19 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply
20 and selection shall be based on the above criteria if the special assignment, task or project is to exist
21 for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special
22 assignment, task or project will be rotated among those O&M Supervisors who applied and who meet
23 the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the
24 need for ongoing optional training programs which will allow O&M Supervisors to become better
25 qualified for their present work assignments or for advancement.

26 **I.** Except where modified by historical practice, agreement or mutual understanding,
27 any work that has been historically or traditionally performed by O&M Supervisors will not be
28 performed by any other individual.

1 **J.** When a shift remains unfilled within one hour of the start time of the shift and
2 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
3 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
4 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
5 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
6 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
7 change work assignments.

8 **K.** Should it become necessary to alter a shift during a shake-up and such alteration
9 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
10 requires an alteration in the start or quit times, such Employee may request that the PARTIES review
11 the matter.

12 **L.** RAIL will determine the staffing needs for each special event day shift. When
13 RAIL has determined which shifts will be required to work, O&M Supervisors in those
14 classifications will be offered the special event assignment in seniority order, first to O&M
15 Supervisors that are scheduled to work that day as part of their regular work assignments. If after
16 offering the special event assignment to O&M Supervisors, by seniority, who are regularly scheduled
17 to work that day and there are more assignments available, it will then be offered to O&M
18 Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the
19 special event assignment it may be assigned, by inverse seniority, to O&M Supervisors that are
20 scheduled to work that day as part of their regular assignment. Special event assignments shall be
21 posted at the pick. Other special event service that is not posted at the pick shall be made available
22 through the assignment/overtime process.

23 **SECTION 7 – SPECIAL ALLOWANCES**

24 An O&M Supervisor shall receive two hours straight-time pay in addition to regular
25 pay for each shift during which they instruct a new or nonqualified O&M Supervisor or an O&M
26 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This
27 pay will be contingent on the completion of an evaluation of the trainee's performance.

28 **SECTION 8 – OVERTIME**

1 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
2 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

3 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
4 pay of four hours. No O&M Supervisor will be required to work on their RDO except in an extreme
5 emergency.

6 C. All overtime will be assigned according to guidelines mutually developed and
7 agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment
8 sequence.

9 ***SECTION 9 – VACATION SELECTION***

10 The selection of vacation will follow those guidelines set for vacation selection and accrual in
11 Article R9 with the following exceptions:

12 A. At each pick, O&M Supervisors will select vacations in increments of no less than
13 five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second, third,
14 fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation
15 will be used in the selection of these periods.

16 B. The number of O&M Supervisors allowed on vacation during any period shall be
17 at least one.

18 C. Employees may use vacation or accumulated accruals in increments of one or
19 more hours provided they have available vacation or accumulated time and subject to advance
20 approval by their immediate supervisor.

21 ***SECTION 10 – SPECIAL BENEFITS***

22 A. Upon the approval of RAIL, at least one O&M Supervisor per day may be allowed
23 to use a personal holiday.

24 B. Annually, on the fourth Monday in January, a uniform allowance payable by
25 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year
26 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may
27 be carried over into the next year is \$500. The uniform voucher may be used only to purchase
28 authorized uniform items. When an O&M Supervisor needs to replace their all-weather parka or

jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for Supervisors.

1. All necessary foul weather gear will be provided by RAIL.

2. RAIL will stock tools at the worksite that are necessary for O&M Supervisors to perform their jobs.

SECTION 11 – GENERAL

A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment within 90 days of its use in service. Those O&M Supervisors who are directly involved in the operation/service of the special equipment will receive orientation or training on such equipment.

B. It is METRO's responsibility that all O&M Supervisors will be trained and certification kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.

C. O&M Supervisors will participate in the Streetcar LMRC as needed.

D. RAIL and the O&M Supervisors will develop a complete written description of the duties and responsibilities of each shift, to be made available at each pick.

E. For all classifications as set forth in Section 1: There will be a minimum of at least one O&M Supervisor allowed to have time off through day off book procedures and RAIL will accommodate O&M Supervisor requests consistent with daily staffing requirements. Day off book procedures will be consistent in all classifications. Requests for AC days may not be entered into the day off book more than one calendar month in advance of the day(s) off desired.

F. If no Streetcar O&M Supervisor is available to work, other certified employees may be used to sustain service until a Streetcar O&M Supervisor is located to perform the work. If the UNION believes that the usage of this provision has become excessive, the PARTIES shall meet in a special Labor-Management setting to discuss staffing concerns, and to identify long-term

1 solutions.

2 **SECTION 12 – ATTENDANCE**

3 A. The PARTIES recognize that RAIL provides an essential public service and that
4 Employees have the responsibility and the obligation to report for all assignments unless previously
5 excused.

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

8 C. An Employee requesting work on their RDO, who fails to report for work or who
9 reports for work late, will be subject to the policies defined in this AGREEMENT.

10 D. Misses include late reports, unexcused absences and absences. All misses shall be
11 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
12 controls:

- 13 • First – Informational Notice.
- 14 • Second – Oral Reminder.
- 15 • Third – Written Reminder and the Employee will be offered a program of
16 assistance from both PARTIES in developing a plan to improve attendance. This program will
17 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
18 and the UNION Officer/designee will meet with the Employee to write the details of the program,
19 which will be specific to the Employee.
- 20 • Fourth – One-day suspension, unless the Employee has a five-year record of
21 less than three misses per year, in which case another Written Reminder shall be issued. Whether
22 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).
- 23 • Fifth – Discharge, unless RAIL determines that an additional suspension
24 may be sufficient to correct the Employee's attendance problem.

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

- 26 • First through third – Informational Notice.
- 27 • Fourth – Oral Reminder and Employee will be offered a program of
28 assistance from both PARTIES in developing a plan to improve attendance. This program will

1 include a referral to the Employee Assistance Program (EAP). The METRO unit
2 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
3 of the program, which will be specific to the Employee.

4 • Fifth – Written Reminder.
5 • Sixth – Review of program of assistance; Explanation of Attendance
6 Probation.

7 • Seventh – One-day suspension. Placement on Attendance Probation. This
8 counts as FIRST probationary absence.

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

11 1. The attendance probation will begin on the calendar day following the
12 Employee's seventh miss.

13 2. The Employee will be offered a program of assistance from the PARTIES
14 in developing a plan to improve attendance. This program will include a referral to the Employee
15 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
16 will meet with the Employee to write the details of the program, which will be specific to the
17 Employee.

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

20 4. For each miss that occurs during the attendance probation, the Employee
21 will be informed in writing of their status.

22 5. The Employee will be allowed no more than three misses in each of the two
23 following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that they had a
24 seventh miss, with a one-day suspension on 7/22/14, would be on probation with no more than two
25 misses allowed 7/18/14-7/17/15 and no more than three misses allowed 7/18/15-7/17/16). An
26 Employee who successfully completes the two twelve-month periods will no longer be on attendance
27 probation.

28 6. An Employee who has a fourth miss during either twelve-month attendance

1 probation period will be subject to discharge.

2 7. The attendance probation periods will be extended by any unpaid leave,
3 industrial injury, or other protected leave in excess of ten consecutive days.

4 **G.** Four consecutive workdays of absence without leave will be considered a
5 resignation or termination as appropriate, taking into consideration mitigating circumstances.

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

13 **I.** Misses for O&M Supervisors include:

14 **1.** Unexcused Absence – Failure to report within one hour after designated
15 report time or an O&M Supervisor's failure to accept late report, or calling in sick less than 30
16 minutes before an Employee is scheduled to report. An unexcused absence will result in loss of
17 assignment and pay for the day. However, if an Employee is incapable of complying with these
18 requirements to timely report based on a condition listed in Article R11.4, they will be excused if the
19 request is properly submitted.

20 **2.** Late Report – Reporting to work late from two minutes up to one hour after
21 designated report time.

22 **3.** Absence – An unexcused absence which has been changed to an absence.

23 **J.** A miss, which the immediate supervisor determines was an incident of tardiness
24 beyond the control of the Employee, will be changed to an excused absence and shall not be used for
25 disciplinary purposes.

26 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
27 minor infraction, as defined in Article R4, Section 3.

28 **L.** The procedures for changing misses to absences or excused absences shall be as

1 follows:

2 For a Streetcar O&M Supervisor, a request for a miss to be changed to an absence or
3 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of
4 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an
5 absence or excused absence.

6 M. The immediate supervisor can assign a Streetcar O&M Supervisor work, paying
7 only for actual time worked.

8 **ARTICLE R18: STREETCAR TRAINING**

9 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 10 • Rail Technical Trainer

11 ***SECTION 2 – GENERAL CONDITIONS***

12 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer
13 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work
14 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their
15 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days
16 executive leave annually, to be administered according to King County policy.

17 B. The Rail Technical Trainer position will be filled through an open and competitive
18 recruiting process.

19 C. When the Rail Technical Trainer is required to work on a holiday, they will have
20 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

21 D. Rail Technical Trainers will receive a second personal holiday to be used in the
22 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of
23 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

24 **ARTICLE R19: LINK LIGHT RAIL OPERATORS**

25 ***SECTION 1 – DEFINITION OF EMPLOYEES***

26 A. A “Link Light Rail (LLR) Operator” shall mean a person employed by RAIL on a
27 continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to
28 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to

1 exceed four days per week, provided they have accepted all work assigned as specified in the
2 remainder of this Article. For each regularly-scheduled workday or portion thereof on which an LLR
3 Operator does not perform their assignment, they shall lose their guarantee for that day and they shall
4 be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly-
5 scheduled workday” shall mean a day on which an Employee is normally required to work.

6 **B.** There will be three kinds of LLR Operators: Regular LLR Operators, Report LLR
7 Operators and Extra Board LLR Operators.

8 **1.** A “Regular LLR Operator” shall mean an LLR Operator who picks runs as
9 a work assignment for their eight or ten-hour guarantee.

10 **2.** A “Report LLR Operator” shall mean an LLR Operator who picks report
11 assignments for their eight hour guarantee.

12 **3.** An “Extra Board LLR Operator” shall mean an LLR Operator who picks
13 the Extra Board or Report and works all assignments placed on the Extra Board for their eight-hour
14 guarantee.

15 ***SECTION 2 – HIRING OF LINK LIGHT RAIL OPERATORS***

16 **A.** All hiring processes for LLR Operators will be open to all bargaining unit
17 Employees and outside applicants. The qualification criteria will be the same for all applicants.

18 **B.** Employees are encouraged to apply for LLR Operator positions. They may apply
19 and compete with external candidates. Employees will receive an additional 5 % on any passing test
20 scores. Employees who are advanced to the interview stage will receive an additional 5 % added to
21 their test scores. The ratio of Employee’s preference compared to the preference given to other King
22 County employees will remain in full force and effect throughout the duration of this AGREEMENT.

23 ***SECTION 3 – PROMOTIONAL LISTS***

24 **1.** If an Employee accepts an LLR Operator or Streetcar Operator position, they will
25 be removed from any of the other operator lists (LLR, Streetcar, PTO to FTO) and will be ineligible
26 to apply for any other Operator selection process for a period of six months from the qualification
27 date of the training class they accepted.

28 **2.** If an Employee turns down an offer of appointment to any Operator position, they

1 will be removed from that list.

2 3. The provisions of this AGREEMENT apply to job offers for training classes which
3 start after the date of this AGREEMENT.

4 4. For Employees on two lists, who have already been offered a job at the time this
5 AGREEMENT is signed, but the class will not start for at least one week, Transit HR will contact the
6 Employee and afford them the option of continuing with the training class or withdrawing and
7 remaining on the other list.

8 5. Transit Human Resources will notify candidates for the positions covered by this
9 AGREEMENT about the provisions of this Section of the AGREEMENT.

10 **SECTION 4 – LINK LIGHT RAIL OPERATOR GUARANTEES**

11 A. Assignment of specials and extras will be made to LLR Operators only, except as
12 otherwise provided in this AGREEMENT.

13 B. All runs and reports will be worked by LLR Operators, except as provided
14 elsewhere in this AGREEMENT.

15 C. All vacation reliefs will be worked by LLR Operators.

16 D. Work left vacant because of the absence of an LLR Operator will be worked by an
17 LLR Operator, unless otherwise specified in this AGREEMENT.

18 E. “Weekday day base units” shall mean the number of trains operating regularly-
19 scheduled service at noon each weekday.

20 F. The Extra Board will be worked only by LLR Operators.

21 G. It shall not be a violation of this AGREEMENT for other rail-certified employees
22 to operate in service in order to retain rail certification or in an emergency.

23 H. Any RAIL employee operating service in order to maintain rail certification will
24 be accompanied by an LLR Operator.

25 **SECTION 5 – GENERAL CONDITIONS**

26 A. Each LLR Operator may be required to sign in for their work. When an LLR
27 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate LLR
28 Report Operator to take the assignment.

1 **B.** The LLR Supervisor may use their judgment as to which LLR Operator to use in
2 an emergency. In all situations, if no LLR Operator is available to work, other certified employees
3 may be used to sustain service until an LLR Operator is located to perform the work.

4 **C.** Any LLR Operator not being relieved when arriving at the relief point will call the
5 LCC and state that no relief LLR Operator is present. If the LLR Operator does not wish to continue
6 working, they shall request to be relieved. RAIL must relieve the LLR Operator within one and one
7 half hours.

8 **D.** An “assignment” shall mean any work or duties that the Employee is required to
9 perform, limited to those job duties that are enumerated in the job classification. “Other duties as
10 assigned” are limited to those job duties that are normally associated with the work of an LLR
11 Operator.

12 **E.** If an LLR Operator loses an RDO because of a change in schedule, they will be
13 given time off to compensate for such day. No LLR Operator may have more RDOs in any pay
14 period than they would have received had no change of schedule been made.

15 **F.** The cutoff time for calling to be removed from the sick list, and for signing the day
16 off book for time off, is 10:00 a.m. Should an LLR Operator report sick after 10:00 a.m., they may
17 retain their following day’s full assignment by calling off the sick list at least one hour prior to the
18 start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.

19 **G.** At each pick, an LLR Operator may indicate their preference regarding training
20 assignments. RAIL will attempt to accommodate an LLR Operator’s preference when assigning
21 students; however, any LLR Operator may be given a training assignment if necessary. LLR trainees
22 shall drive during all training assignments unless RAIL or the instructing LLR Operator determines
23 that safety would be jeopardized.

24 **H.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
25 trip, except when:

- 26 1. The revenue trip is less than 15 minutes long, or
- 27 2. The revenue trip is the last revenue trip before the train returns to the base,

28 or

1 3. The revenue trip is live-looped or through-routed, or

2 4. The layover has been reduced by mutual agreement of the PARTIES.

3 When circumstances beyond the LLR Operator's control result in less than five minutes
4 layover in the previous two hours, the LLR Operator shall be entitled to a five-minute layover at the
5 next outer terminal, except on their last trip, provided the LLR Operator attempts to notify the LCC.
6 RAIL agrees to review routes or assignments identified by the UNION as having insufficient layover
7 time.

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

13 **J.** When a Sunday schedule is operated on a holiday, an LLR Operator who has
14 picked a Sunday run and whose regular workday falls on the holiday will work their Sunday run. A
15 Regular LLR Operator on a regular workday without a Sunday run shall have the day off at holiday
16 pay.

17 **K.** Each day at each base, METRO guarantees that for every 45 LLR Operators
18 normally scheduled to work on that day, rounded to the nearest 45, one LLR Operator shall be
19 excused from their assignment. However, the guarantee shall be a minimum of one each day at each
20 base. Request for AC days may not be entered into the day off book more than one calendar month
21 in advance of the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day
22 prior. An LLR Operator who has had the same day of the week off in the last three weeks shall be
23 moved to the bottom of the list. If workforce allows, more LLR. Operators than the guarantee can be
24 excused for the day. These guarantees shall not apply in the case of an extreme emergency.

25 **L.** All assignments shall be completed within a maximum 14-hour spread or up to 16
26 hours with mutual consent of RAIL and the LLR Operator. Such spread will begin with the start time
27 of the first assignment following at least ten continuous hours off.

28 **M.** When an LLR Operator presents a valid medical restriction which prevents

operation of the equipment or in the facility of their assignment, RAIL will work with the UNION to find a mutually agreeable alternate assignment for the remainder of the shake-up.

SECTION 6 – RUNS

A. There shall be two types of LLR Operator runs.

1. A “straight run” will consist of straight-through work which is at least seven hours including platform, report, travel time, and other duties as assigned.

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

B. A “day run” shall mean any run which is completed by 8:00 p.m.

C. A “night run” shall mean any run that is completed after 8:00 p.m.

D. At the discretion of RAIL, “frags”, meaning assignments less than seven hours, including platform, report, travel time, and other duties as assigned may be posted and selected at the pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall apply to frags.

E. The total number of straight day runs for the system on weekdays shall be equivalent to at least 80% of the day base units on weekdays.

F. Straight day runs shall comprise at least 54% of all straight runs.

G. There shall be no combos on Saturday or Sunday.

H. Runs shall be determined by RAIL in accordance with the provisions in this Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be defined as a “tripper”.

I. Any Extra Board LLR Operator working a regularly-scheduled run shall be paid the regularly-scheduled run pay.

J. Runs and combos may be broken into trippers on the same day in order to allow

1 RAIL to fill all work.

2 **SECTION 7 – LINK LIGHT RAIL OPERATOR PICKS**

3 A. At pick, seniority for all LLR Operators shall prevail in the selection of runs,
4 reports and/or board positions, vacations, overtime trippers, and RDOs.

5 B. Link Light Rail Operators will have two system wide picks, at least 22 weeks
6 apart. An additional system wide pick will occur at a time to take effect during June. Work
7 assignments will be selected at the pick for the following shake-up period.

8 C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION
9 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a
10 signed, certified LLR Operator seniority list three weeks prior to the first day of the pick.

11 D. An LLR Operator who wishes to select an assignment must select an assignment
12 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

13 E. RAIL will determine the work and possible RDO combinations. Copies of all
14 assignment sheets showing the runs, reports, Extra Board positions, and available RDO combinations
15 will be posted in the pick room six days prior to the start of assignment selection. The UNION
16 agrees to staff the pick room on weekend days.

17 F. The UNION shall be supplied a copy of the final work assignments to be used for
18 the pick at least two weeks prior to the first day of the pick.

19 G. A Regular LLR Operator who has Saturday off may pick a vacant Saturday
20 assignment, by seniority, for work on any Saturday-schedule holiday. A Regular LLR Operator who
21 has Sunday off may pick a vacant Sunday assignment, by seniority, for work on any Sunday-schedule
22 holiday. This selection will take place at the base after the LLR Operator pick and after Report and
23 vacation relief LLR Operators have made their selections. If vacant Saturday/Sunday assignments
24 are still available, they may be offered for pick, by seniority, to all LLR Operators at the base whose
25 RDO falls on the holiday. Assignments shall be posted 7 days prior to the holiday.

26 H. Each LLR Operator shall have two consecutive RDOs, or in case of a 4/40 LLR
27 Operator three consecutive RDOs, in every seven-day period, except when LLR Operator shake-ups
28 or move-ups make this impossible.

1 **I.** An LLR Operator who selects Regular or Report Operator status shall select five
2 consecutive workday assignments. Each LLR Operator's selections must be all runs or all reports
3 and must be exclusively day assignments or exclusively night assignments. If an LLR Operator
4 selects runs, there must be at least ten hours off between assignments on consecutive days. If an LLR
5 Operator selects reports, there must be at least ten hours off between assignments on consecutive
6 workdays in addition to the spread time. No LLR Operator will be forced to pick an assignment of
7 runs or reports which would result in less than 10-1/2 hours off between consecutive workday
8 assignments, or less than 56 hours off on their two consecutive RDOs.

9 **J.** UNION representatives shall be present during picks.

10 **K.** An LLR Operator, who fails to appear at their scheduled pick time and who does
11 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected
12 for them by the UNION representative. The UNION representative shall make an effort to select an
13 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will
14 not be subject to the grievance/arbitration procedure.

15 **L.** When a new operating base or LLR segment opens or an existing operating base
16 closes and that base has/had LLR Operator assignments, a section-wide pick will occur.

17 **M.** Each LLR Operator must pick a Regular, Report, or Extra Board assignment
18 which is compatible with any existing medical restrictions they have on file with METRO. Failure to
19 do so will result in forfeiture of the LLR Operator's daily or assignment guarantee for each day on
20 which the LLR Operator has picked an incompatible assignment, unless no work is available within
21 the LLR Operator's restriction.

22 **N.** To meet specific service needs, RAIL may identify specific days on which Rail
23 service will operate on a schedule different than the regular schedule. Such schedule deviation days
24 may include a change in the hours of service, the frequency of service, and/or the number of cars in
25 service during any portion of the service day. Any day identified by RAIL that will have a schedule
26 deviation will be posted at the pick. Regular LLR Operators working their regular workday will pick
27 their assignments by seniority. Regular LLR Operators may select from available work, or if posted,
28 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board LLR

1 Operators scheduled to work that day.

2 **O.** An LLR Operator who has been unable to work for 30 days or more must be
3 medically released for full duty effective the first day of the shake-up to be on the pick schedule.
4 Such LLR Operator will not be allowed to pick an assignment except by mutual agreement between
5 the PARTIES. An LLR Operator who returns to duty without a picked assignment will be placed on
6 an assignment mutually agreed by the PARTIES.

7 **SECTION 8 – MOVE-UPS**

8 **A.** If regular or report assignments become vacant, less senior LLR Operators at the
9 base may request a move-up. An LLR Operator who moves up must pick the entire assignment of
10 the LLR Operator who vacated the run or report. If a Regular LLR Operator moves up to a report
11 assignment, such LLR Operator will be placed on the same line as the LLR Operator who vacated.
12 An Extra Board LLR Operator who moves up to a report assignment will remain on their picked
13 board position. If new Day Extra Board RDO combinations or board positions become available,
14 Day Extra Board LLR Operators at the base who could not have picked these RDO combinations or
15 board positions may request a move-up; such move-up will be limited to the Extra Board LLR
16 Operators. LLR Operator move-ups will be conducted only when they can be implemented at least
17 28 days prior to a shake-up.

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

21 **SECTION 9 – SELECTING VACATIONS**

22 **A.** Vacations will be picked twice per year at Spring and Fall Picks.

23 **B.** Vacations may be split into periods of one or more full weeks. After the required
24 minimum number of hours have been picked, remaining hours may be taken as one-day vacations
25 throughout the payroll year as specified in R9.4.D. One-day vacations may be consecutive.

26 **C.** LLR Operators may pick only one prime time vacation per year. RAIL shall
27 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION
28 with a list of vacation periods.

1 D. The UNION shall determine the prime periods for the following year and inform
2 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

3 E. Future pick and shake-up dates occurring during the vacation periods that LLR
4 Operators can select at the current pick shall be posted in the pick room by RAIL.

5 F. After a vacation relief has been assigned to an LLR Extra Board Operator, there
6 shall be no changes in vacation unless agreed by the LLR Operator who is assigned the vacation
7 relief.

8 G. An LLR Operator may, with RAIL approval, change their vacation to a period
9 which they did not have the seniority to pick provided the available period(s) are posted at least one
10 week in advance.

11 ***SECTION 10 – LINK LIGHT RAIL EXTRA BOARD***

12 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those
13 assignments left open, to fill any special work, and to fill overtime assignments according to the
14 overtime assignment process. Board positions shall be open for selection at the pick by all LLR
15 Operators by seniority. LLR Operators may select any available position on either Extra Board.

16 B. During a shake-up, any newly hired LLR Operators shall be placed two positions
17 up from the bottom of the Day Board. Selection of position shall be by seniority.

18 C. All work assigned to an Extra Board LLR Operator as part of their regular
19 workday assignment will be within a spread of 13 hours unless voluntarily waived by the LLR
20 Operator or in the case of an extreme emergency.

21 D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
22 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board LLR Operator
23 who is available the following day will receive one hour of straight-time pay, except in case of
24 extreme emergency.

25 E. The Extra Boards shall be assigned according to the following rules:

26 1. All available work will be sorted into two categories as follows:

27 a. Category A shall include:

28 1) Straight day runs which quit at 8:00 p.m. or earlier.

2) Day reports which have a quit time of 10:00 p.m. or earlier as determined by a 13-hour spread.

3) Combos which quit at 8:00 p.m. or earlier.

4) Tripper combinations which quit at 8:00 p.m. or earlier.

5) Tripper and report combinations which have a latest quit time of 8:00 p.m. or earlier as determined by a 13-hour spread.

6) Special work which has an estimated quit time of 8:00 p.m. or earlier.

b. Category B shall include:

1) Runs which quit later than 8:00 p.m.

2) Reports which have a quit time later than 10:00 p.m., as determined by a 13-hour spread.

3) Combos or other combinations of work which quit later than 8:00 p.m.

4) Special work which has an estimated quit time of later than 8:00 p.m.

2. Category B assignments shall be assigned first, beginning with the Night Board, from the bottom of the board, according to quit time, latest quit time assigned first.

a. If there are more available LLR Operators on the Night Board than assignments in Category B, then the remaining Night Board LLR Operators shall be assigned Category A work with the latest start time assigned first.

b. If there are fewer available LLR Operators on the Night Board than available assignments in Category B, then remaining Category B assignments shall be assigned to the Day Board, latest quit first, from the bottom up.

3. Category A work shall be assigned next to the Day Board, from the top of the board down, according to quit time, with the earliest quit assigned first.

4. Quit time of special work shall be estimated by RAIL for the purpose of establishing assignment sequence. There is no guarantee that special work will quit at the estimated

1 time.

2 **5.** If two or more LLR Operator assignments within the same category quit at
3 the same time, they shall be assigned as follows:

4 **a.** A run will be assigned before a report.

5 **b.** An assignment with more pay will be assigned before an assignment
6 with less pay.

7 **c.** If two assignments pay the same, the assignment with the lesser
8 amount of work including report time and travel time will be assigned first.

9 **d.** If two assignments pay the same and have the same amount of work
10 including report time and travel time, they will be assigned at the discretion of RAIL.

11 **6.** If the number of Extra Board LLR Operators available for work on a
12 regular workday is greater than the number of available runs, reports and special work which fits the
13 definition of a run, then tripper combinations may be inserted in the assignment sequence according
14 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
15 under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than
16 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
17 minutes or less will be paid straight-through. LLR Operators may be required to perform duties
18 within the LLR Operator job description during paid splits.

19 **7.** If the number of Extra Board LLR Operators available for work on a
20 regular workday is less than the number of available runs, reports and special work which fits the
21 definition of a run, runs may be taken out of the assignment sequence and assigned according to the
22 overtime provisions. The runs to be removed from the assignment sequence will be combos, late day
23 runs with a quit time from 6:01 p.m. to 8:00 p.m., and early quit relief runs with a quit time of 8:01
24 p.m. to 9:59 p.m., in that order.

25 **8.** All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be
26 assigned to Extra Board LLR Operators, who are certified and available, as a regular assignment.
27 Any remaining work will be assigned according to the overtime assignment sequence.

28 **9.** On holidays, an LLR Operator left without an assignment shall receive the

1 day off at holiday pay. All LLR Operators who request the holiday off via the day off book will be
2 excused before any LLR Operator is forced to take the day off.

3 **10.** Any Extra Board LLR Operator who receives an assignment out of
4 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-
5 time pay, except in case of extreme emergency. Any LLR Operator who receives an overtime
6 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive
7 pay to equal the assignment they should have had or the assignment they received, whichever is
8 greater.

9 **11.** The following provisions shall apply to Extra Board LLR Operators who
10 choose vacation reliefs:

11 **a.** Extra Board LLR Operators, except Report LLR Operators, may
12 request to work the runs or reports of LLR Operators who are on vacation, sick leave, detail, Special
13 Duty Assignment, industrial injury, disability leave, or unpaid leave of absence of one week or more.
14 Vacant runs or reports may be picked as vacation reliefs until they are filled by a move-up. An LLR
15 Operator will be allowed to pick vacation reliefs only on assignments that have the same RDOs as the
16 LLR Operator on vacation. LLR Operators will pick this work by seniority.

17 **b.** For a Saturday or Sunday-schedule holiday, all Extra Board LLR
18 Operators who regularly work that day, and who are working vacation reliefs which have no Saturday
19 or Sunday assignment respectively, shall pick from all vacant Saturday or Sunday assignments
20 available after Report LLR Operators have picked.

21 **c.** When a vacation relief assignment ends, the Extra Board LLR
22 Operator shall revert to their regular picked position on the Extra Board without any penalty to RAIL.
23 This LLR Operator then becomes eligible for the next available vacation relief, or remainder of an
24 unpicked vacation relief, according to seniority.

25 **d.** Extra Board overtime policies remain unchanged.

26 **e.** An Extra Board LLR Operator picking a vacation assignment must
27 work the entire vacation assignment, not including any picked RDO overtime, except as provided in
28 Paragraph c.

1 **12.** If an Extra Board LLR Operator’s normal sequence assignment conflicts
2 with their partial absence or non-driving assignment, then such LLR Operator will be given an
3 assignment which is not a straight run and which has a quit time within one hour of their normal
4 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such LLR
5 Operator.

6 **F.** No LLR Operator’s RDO shall be cancelled or changed without the consent of the
7 LLR Operator, except in extreme emergency. Each Extra Board LLR Operator shall have a
8 minimum of 56 hours off for their two consecutive RDOs.

9 **G.** Any Extra Board LLR Operator may request to add or remove a guarantee of 10-
10 1/2 hours off between consecutive days’ assignments, provided this is requested in writing at the
11 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board LLR Operator
12 requesting the 10-1/2 hours off between consecutive days’ assignments and who would not receive
13 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,
14 and will receive the first available assignment after his/her 10-1/2 hours off.

15 **H.** An Extra Board LLR Operator who, for any reason, does not receive their
16 requested 10-1/2 hours off, may elect to “pass up” by submitting a written statement at the
17 completion of the day’s assignment. An LLR Operator electing to pass up will report to the base
18 after his/her 10-1/2 hours off, unless notified to report later.

19 ***SECTION 11 – REPORT LINK LIGHT RAIL OPERATORS***

20 **A.** Report assignments will be posted and selected at the LLR Operator pick.

21 **B.** LLR Operators shall pick reports according to the open pick system.

22 **C.** Report LLR Operators will be available for a spread of 13 hours and must accept
23 all work according to Report LLR Operator work rules set forth in this AGREEMENT.

24 **D.** For a Sunday-schedule holiday, a Report LLR Operator having a Sunday report
25 and who regularly works on that day will work their Sunday report. A Report LLR Operator on their
26 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
27 seniority, or to revert to their position on the Extra Board for assignment.

28 **E.** RAIL may adjust picked report times by a maximum of 30 minutes when a change

1 is needed. RAIL shall give five days' notice to an LLR Operator whose report will be affected.
2 When changes adversely affect an LLR Operator's personal life or impose serious hardship in
3 reporting to work, the LLR Operator may request that the Operations Superintendent and the UNION
4 review the matter.

5 **F.** An LLR Operator may voluntarily waive their 13-hour spread. An LLR Operator
6 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours
7 with mutual consent of RAIL and the LLR Operator. A Report LLR Operator who waives their 13-
8 hour spread must still be available for their regular shift the next day.

9 **G.** Except as otherwise provided in this AGREEMENT, all time served on report
10 shall be paid. Any LLR Operator required to report shall receive a minimum of two and one-half
11 hours pay. However, an LLR Operator serving on report shall be considered on report, regardless of
12 assignment, until released. Two and one-half hours shall be paid when released from report and
13 assigned work starting more than two and one-half hours after reporting. At the completion of an
14 assignment, an LLR Operator may be released or assigned to further duties. If report time and tripper
15 time are consecutive, report time will be used to make up the tripper guarantee. Report time will stop
16 at the beginning of pay time.

17 **H.** At the beginning of each shake-up, RAIL shall define the number of report
18 positions and the report time of each position. Additional report assignments may be added at the
19 discretion of RAIL, provided that any assigned or picked report shall not share the same report time.
20 If RAIL determines that it is necessary to continue these additional report times for the remainder of
21 the shake-up, they will be subject to a move-up.

22 **I.** The LLR Operator with the earliest first report time gets the first piece of work that
23 is or becomes available within their 13-hour spread, except in cases of emergency. If the assignment
24 is less than eight hours work time, the LLR Operator may be assigned additional work within the
25 terms of this AGREEMENT. When assignments have the same quit time, the rules of Section 10,
26 Paragraph E.5 also apply to LLR Operators on report. LLR Operators on late report follow the last
27 Report LLR Operator and the last LLR Operator on pass-up.

28 **J.** At the discretion of the Dispatcher, assignments that become available for Report

1 LLR Operators may be broken up if necessary to keep service in operation.

2 **K.** Work available at the time a Report LLR Operator is released from an a.m.
3 assignment may be assigned at that time for the remainder of the day at the discretion of the
4 Dispatcher.

5 **L.** An LLR Operator required to serve on report on a Saturday, Sunday or Sunday-
6 schedule holiday, shall serve continuous report until given work or released for the day.

7 **M.** Should an LLR Operator who has picked a regular report, and another LLR
8 Operator who has a non-regular report share the same initial report time, the LLR Operator who must
9 be off earliest will be first up. If both LLR Operators must be off at the same time, the LLR Operator
10 with the regular report will have first right of refusal for the assignment. Should two or more Extra
11 Board LLR Operators have the same initial report time, the most senior LLR Operator will have first
12 right of refusal on an available assignment.

13 **N.** No Report LLR Operator will be required to work prior to report time.

14 **O.** A Report LLR Operator with a partial absence or non-driving work assignment
15 that is within their 13-hour spread will be removed from their report and given an assignment that
16 starts no earlier than the start time of their report assignment and has a scheduled quit time within
17 their normal spread or within 13 hours of their non-driving work assignment, whichever is earlier.
18 RAIL will attempt to maximize straight-time paid work hours for such LLR Operator.

19 ***SECTION 12 – OVERTIME***

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

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

1 C. All runs shall be assigned and every available LLR Operator shall have work
2 before any overtime assignment is made.

3 D. If overtime is available it shall be assigned by seniority with the greatest pay time
4 first, according to the following LLR Operator sequence.

5 1. Extra Board LLR Operators on regular workday, within spread.
6 2. Extra Board LLR Operators and Report LLR Operators on an RDO.
7 3. Regular LLR Operators on regular workday.
8 4. Regular LLR Operators on an RDO.
9 5. Extra Board LLR Operators on regular workday voluntarily exceeding their
10 spread time, except as provided in Section 5, Paragraph L.

11 6. Extra Board LLR Operators on regular workday and Report LLR Operators
12 who have reverted to their positions on the Extra Board, forced in inverse order of seniority.

13 E. No LLR Operator shall be required to work on their RDO. No Regular LLR
14 Operator shall be assigned overtime work unless they volunteer for such work.

15 F. If no LLR Operator is available to work, other certified Employees may be used to
16 sustain service until an LLR Operator is located to perform the work. If no other certified Employee
17 is available to work, other certified employees may be used to sustain service until a certified
18 Employee is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper
19 case "Employee" denotes ATU Local 587 members and lower case "employee" denotes other
20 employees.)

21 G. Any LLR Operator volunteering for overtime shall be required to work the
22 overtime assigned.

23 H. An Extra Board LLR Operator may request to add or remove overtime availability
24 for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. LLR
25 Operators who remove overtime availability may be assigned overtime only in accordance with
26 Paragraph D.6.

27 I. A Regular LLR Operator may request to be added to or removed from the overtime
28 list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective

1 Saturday.

2 **J.** RAIL may post overtime trippers for pick.

3 **1.** A Regular LLR Operator may select one overtime tripper per day, including
4 their RDO. An Extra Board LLR Operator may select one overtime tripper for each RDO.

5 **2.** If all posted trippers are not picked, the balance shall be offered for pick to
6 all LLR Operators by LLR Operator seniority. An LLR Operator may pick a second tripper per day
7 at this time. An Extra Board LLR Operator may not pick a tripper on their regular day to work. Any
8 remaining trippers shall be assigned according to the work rules.

9 **3.** An LLR Operator who has picked an overtime tripper will be assigned that
10 tripper on the day(s) picked unless excused.

11 ***SECTION 13 – SPECIAL ALLOWANCES***

12 **A.** No less than twenty minutes report time shall be paid for pre-departure check-out.
13 However, this provision does not apply to mainline reliefs.

14 **B.** Employees will receive pay for all time spent completing written reports if the time
15 is beyond regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to
16 pay Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any
17 time actually worked and will pay overtime as required by both this AGREEMENT and by state and
18 federal law.

19 **C.** An LLR Operator who is not on report shall be paid a minimum of one hour
20 straight-time pay for a train change.

21 **D.** One hour straight-time pay shall be paid to an LLR Operator for each day spent
22 instructing a student.

23 **E.** If an LLR Operator is working an overtime assignment, and the overtime rate
24 applies, they will be paid at the overtime rate or receive a minimum of two hours and thirty minutes
25 of straight time pay, whichever is greater.

26 **F.** The minimum time paid for extra assignments for LLR Operators shall be the
27 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

28 **G.** An Extra Board LLR Operator, who works past a twelve-hour spread on a

workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve hours.

H. Each Regular, Report or Extra Board Operator, who works a combo or frag having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of 10-1/2 hours.

I. Mainline relief travel time shall be paid at the applicable rate based upon the maximum time required for travel from the base to a relief point during the applicable period of the day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility relief shack.

J. An LLR Operator who is relieved on the road and is directed by RAIL to return to the base to submit an accident or incident report or a found item will be paid travel time at the applicable rate.

SECTION 14 – UNIFORMS

A. Upon completion of training and after certification, a newly hired LLR Operator shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter, the uniform allowance shall be available annually on the LLR Operator's anniversary of rail certification.

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

C. Uniform allowance balances may be carried over if unused. An LLR Operator's accrued allowance may not exceed 25 times the top step LLR Operator wage rate that will be in effect on January 1st immediately following the effective date of this AGREEMENT.

1 **D.** LLR Operators are required to be in uniform while on duty. When uniform
2 garments are not available, an out of uniform slip will be given to the LLR Operator by the
3 Supervisor before the LLR Operator goes on duty. Uniforms shall be worn only to and from work
4 and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be
5 considered acceptable uniform attire

6 **E.** Footwear designated by METRO may be purchased with the uniform allowance.
7 Footwear must meet the current standards of uniform footwear for LLR Operators.

8 **F.** All uniform items will be union made, unless mutually agreed between the
9 PARTIES.

10 **G.** LLR Operators who leave RAIL in good standing shall not be required to return
11 items which came with a Sound Transit insignia.

12 **SECTION 15 – ATTENDANCE**

13 **A.** The PARTIES recognize that RAIL provides an essential public service and that
14 Employees have the responsibility and the obligation to report for all assignments unless previously
15 excused.

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

18 **C.** An Employee requesting work on their RDO, who fails to report for work or who
19 reports for work late, will be subject to the policies defined in this AGREEMENT.

20 **D.** Misses include late reports, unexcused absences and absences. All misses shall be
21 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
22 controls:

- 23 • First – Informational Notice.
- 24 • Second – Oral Reminder.
- 25 • Third – Written Reminder and the Employee will be offered a program of
26 assistance from both PARTIES in developing a plan to improve attendance. This program will
27 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
28 and the UNION Officer/designee will meet with the Employee to write the details of the program,

1 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

2 • Fifth – Discharge, unless RAIL determines that an additional suspension
3 may be sufficient to correct the Employee's attendance problem.

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

5 • First through third – Informational Notice.
6 • Fourth – Oral Reminder and Employee will be offered a program of
7 assistance from both PARTIES in developing a plan to improve attendance. This program will
8 include a referral to the Employee Assistance Program (EAP). The METRO unit
9 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
10 of the program, which will be specific to the Employee.

11 • Fifth – Written Reminder.
12 • Sixth – Review of program of assistance; Explanation of Attendance
13 Probation.

14 • Seventh – One-day suspension. Placement on Attendance Probation. This
15 counts as FIRST probationary absence.

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

18 1. The attendance probation will begin on the calendar day following the
19 Employee's seventh miss.

20 2. The Employee will be offered a program of assistance from the PARTIES
21 in developing a plan to improve attendance. This program will include a referral to the Employee
22 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
23 will meet with the Employee to write the details of the program, which will be specific to the
24 Employee.

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

27 4. For each miss that occurs during the attendance probation, the Employee
28 will be informed in writing of their status.

1 **5.** The Employee will be allowed no more than three misses in each of the two
2 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
3 seventh miss, with a one-day suspension on 7/22/2014, would be on probation with no more than two
4 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).
5 An Employee who successfully completes the two twelve-month periods will no longer be on
6 attendance probation.

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

9 **7.** The attendance probation periods will be extended by any unpaid leave,
10 industrial injury, or other protected leave in excess of ten consecutive days.

11 **G.** Four consecutive workdays of absence without leave will be considered a
12 resignation may be considered a resignation or grounds for termination, as appropriate, taking into
13 consideration mitigating circumstances.

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

21 **I.** Misses for LLR Operators include:

22 **1.** Unexcused Absence – Failure to report within one hour after designated
23 report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before
24 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay
25 for the day. However, if an Employee is incapable of complying with these requirements to timely
26 report based on a condition listed in Article R11.4, they will be excused if the request is properly
27 submitted.

28 **2.** Late Report – Reporting to work late from two minutes up to one hour after

1 designated report time.

2 **3.** Absence – An unexcused absence which has been changed to an absence.

3 **J.** A miss, which the immediate supervisor determines was an incident of tardiness
4 beyond the control of the Employee, will be changed to an excused absence and shall not be used for
5 disciplinary purposes.

6 **K.** The failure to sign in, when unaccompanied by tardiness, shall be treated as a
7 minor infraction, as defined in Article R4, Section 3.

8 **L.** The procedure for late reports and absences for LLR Operators shall be as follows:

9 **1.** If the assigned Operator signs in or reports to their assigned work location
10 within two minutes after the report time they will be allowed to work their assignment and shall not
11 receive a late report. The clock in the reporting area will be used to determine time. If there is a
12 dispute as to the accuracy of the clock in the reporting area, the LCC's clock will be determinant.

13 **2.** If the first Report Operator is assigned to work, the Dispatcher/Planner will
14 verbally notify the next Report Operator to be available to sign in for work.

15 **3.** Each Operator on late report will be assigned to the bottom of the report list
16 in order of arrival. One hour of pay will be guaranteed to Operators who are assigned to late report.
17 If an assignment can be made, normal procedures shall prevail.

18 **4.** At the end of one hour, an Operator on late report will report to the
19 Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on
20 report. If such Operator is continued on report, the one hour guaranteed pay will be included in the
21 two and one-half hour report guarantee.

22 **5.** If an Operator on late report fails to report to the Dispatcher/Planner after
23 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the
24 hour, the Operator will be paid from the beginning of the late report up to the beginning of the
25 assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and
26 is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be
27 paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report
28 fails to report to the Dispatcher/Planner after one hour and is notified of such by the

Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour of late report.

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

M. The procedures for changing misses to absences or excused absences shall be as follows:

1. An LLR Operator may provide a written request to the immediate supervisor the same day as their unexcused absence. If such request is granted, the LLR Operator either will be placed at the bottom of the report list for work later in the day at minimum pay of two and one-half hours or will be told to return home.

2. For an LLR Operator, a request for a miss to be changed to an absence or excused absence must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused absence.

N. The procedure for LLR Operators coming off the sick list shall be as follows:
An LLR Operator coming off the sick list must notify the OMF by 10:00 a.m. in order to be scheduled for work the next day. One continuous incident of sick leave will be charged to an Operator who anticipates returning to work and comes off the sick list prior to 10:00 a.m., but whose licensed practitioner will not release the Operator for duty the following day.

ARTICLE R20: LINK LIGHT RAIL SUPERVISORS

SECTION 1 – DEFINITION OF EMPLOYEES

A. A “LLR Supervisor” shall mean a person employed by RAIL on a regular full-time continuing basis who may perform the job duties of, including but not limited to:

- Dispatcher
- Field supervisor
- Operations controller
- LLR instructor

1 If either PARTY requests a reopener to negotiate separating LCC into its own job classification, the
2 PARTIES shall meet to bargain in good faith.

3 **B.** A “LLR Supervisor-in-Training (LLRSIT)” shall mean an Employee who is
4 training to become an LLR Supervisor.

5 **SECTION 2 – MUTUAL RESPONSIBILITIES**

6 The management and direction of the work force, which includes, but is not limited to,
7 assigning work, clarifying all job specifications with regard to duties and setting performance
8 standards with input from LLR Supervisors, is vested exclusively in RAIL. This is limited only by
9 the stated conditions in this Article. Items not specifically addressed in this Article but covered in the
10 general Articles of this AGREEMENT shall also apply to LLR Supervisors. No changes in existing
11 rights or related conditions shall be made without first negotiating with the UNION.

12 **SECTION 3 – LINK LIGHT RAIL SUPERVISOR-IN-TRAINING**

13 **A.** All hiring processes for LLR Supervisors will be open to all bargaining unit
14 Employees and outside applicants. If an insufficient number of Employees qualify through the
15 selection process, METRO will then screen, test, interview and hire outside applicants to these
16 positions. The qualification criteria will be the same for all applicants.

17 **B.** Employees are encouraged to apply for LLR Supervisor positions. They may
18 apply and compete with external candidates. Employees will receive an additional 5% on any
19 passing test scores. Employees who are advanced to the interview stage will receive an additional
20 5% added to their test scores. The ratio of Employee’s preference compared to the preference given
21 to other King County employees will remain in full force and effect throughout the duration of this
22 AGREEMENT.

23 **C.** The following process will go into effect January 1, 2019.

24 **1.** LLR Supervisor-In-Training vacancies shall be posted on METRO bulletin
25 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-
26 time service in the five years preceding the closing date for applications. Interested Employees must
27 formally apply through METRO’s Transit Human Resources Office within the specific time frame
28 listed. Selection of LLRSIT candidates shall be the sole responsibility of METRO. The selection

process for LLRSITs shall be based on an Employee's ability, training, education, experience and job performance, as determined by appropriate testing procedures and evaluations, which have been and will continue to be developed with input from LLR Supervisors. An LLR Supervisor, selected by RAIL after consultation with the UNION, will be included in the LLRSIT candidate selection.

2. Successful candidates will be placed on a list by seniority. The LLRSIT candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for the recruitment process at the time of appointment or they will be removed from the list. Once removed from the list, an Employee must wait until the next recruitment to reapply.

D. Testing procedures for LLRSIT candidates shall be developed with input from LLR Supervisors.

E. LLRSITs shall be placed in that classification for twelve months, during which time they shall be required to qualify as Dispatcher, Field Supervisor, and Operations Controller. Once qualified in all three areas, all LLRSITs are eligible to participate in regular picks and move-ups. Failure to qualify shall result in termination as LLRSIT and return to previous classification with no loss in seniority. RAIL shall establish and publish standards for qualification and, with input from instructing LLR Supervisors, will determine in each case whether the LLRSIT has successfully qualified.

F. Upon appointment, LLRSITs shall be subject to a twelve-month probationary period.

G. Upon appointment, LLRSITs shall receive a voucher for four pairs of uniform pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be issued to LLR Supervisors newly hired from Bus Supervisor positions.

SECTION 4 – PICKS

A. In the spring and fall of each year, when a facility opens or closes, or when mutually agreed by the PARTIES, all shifts required in the job classification of LLR Supervisor will be posted for a general pick. Copies of shifts to be picked will be posted at all work sites 14 days prior to the pick. RAIL also will issue each LLR Supervisor and the UNION a copy of this information. After the posting, there will be a review period in which changes may be made by

1 RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the
2 PARTIES. Implementation of the spring pick will occur between April 1 and April 15 and
3 implementation of the fall pick will occur between October 1 and October 15. The two general picks
4 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general
5 pick.

6 B. LLR Supervisor shifts will be classified as regular and relief. Employees will be
7 permitted to select shifts and vacations in accordance with individual seniority. All shifts will be
8 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the
9 PARTIES.

10 C. An LLR Supervisor who will not be available to pick must leave, with the UNION,
11 their choices of shifts in order of preference. Failure to do so will result in the UNION representative
12 making every effort to select a shift comparable to the assignment last selected at a pick. Selections
13 made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall
14 not be compensated for time spent in the pick unless it is during their regular working hours.

15 D. A UNION representative shall certify the pick.

16 E. All LLR Supervisors' shifts, excluding relief shifts, once picked, will not have
17 hours, significant duties, or RDOs changed during a shake-up without approval of the affected LLR
18 Supervisor(s) and the UNION.

19 F. At each pick, LLR Supervisors may volunteer in writing to work overtime.

20 G. All regular shifts shall have at least ten hours off between consecutive day's shifts.
21 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere
22 in this AGREEMENT. Should either PARTY be adversely affected by this Paragraph, the PARTIES
23 agree to meet and negotiate necessary changes.

24 H. Any deviation to shift schedules for holidays will be posted at pick.

25 I. Pick will be governed by the provision of this Section and by guidelines mutually
26 developed and agreed by the PARTIES.

27 **SECTION 5 – MOVE-UPS**

28 A. When a permanent vacancy occurs during a shake-up in any LLR Supervisor

position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in seniority order to fully qualified LLRSITs.

B. Move-ups may not be requested during the last eight weeks of the current shake-up.

SECTION 6 – WORK ASSIGNMENTS

A. The LLR Supervisor job classification, except for LLRSIT, shall have regular shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.

B. All shifts for LLR Supervisors shall be completed within a continuous eight or ten hour period.

C. Regular shifts shall consist of five consecutive days of work (or four days if it is a 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively. Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the UNION.

D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-hour guarantee each workday. RDOs and shifts for Relief LLR Supervisors shall be posted by Friday of the week before each pay period ends for each pay period. There will be two consecutive RDOs (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief LLR Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or vice versa. RDOs will not be changed or cancelled without the consent of the affected LLR Supervisor, except in an emergency. The RDOs for Relief LLR Supervisors may change each pay period as a result of the availability of assignments.

E. Prior to the end of each pay period, each Relief LLR Supervisor will pick their assignment for the next pay period from the known available assignments and available RDOs, by seniority. Each pay week will be picked separately. Assignments selected the first week will not affect selections in the second week, except where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.

1 **F.** If there are not enough work assignments for all Relief LLR Supervisors to choose
2 from, extra assignments may be created. RAIL may change a Relief LLR Supervisor's extra
3 assignment by up to eight hours, provided the change is made at least twelve hours before the start
4 time of the LLR Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,
5 or with the Relief LLR Supervisor's consent, a Relief LLR Supervisor's extra assignment may be
6 changed by more than four hours and with less than twelve hours notice. Relief LLR Supervisors
7 who have picked extra assignments must check in between twelve and eight hours prior to the
8 scheduled start of the extra assignment to find out if there is a change.

9 **G.** All LLR Supervisors shall have at least 54 hours scheduled off for their two
10 consecutive RDOs.

11 **H.** RAIL will determine the number of relief shifts, but the number of relief shifts will
12 not exceed one-third of the total of all shifts with a minimum of three.

13 **I.** RAIL agrees to assign all special project assignments by giving equal consideration
14 to the LLR Supervisor's education, ability and experience as it applies to each assignment. Special
15 project assignments will be posted for regular LLR Supervisors to apply for and selection shall be
16 based on the above criteria if the special project assignment is to exist for 30 days or more. If the
17 special project assignment is in excess of 90 days, the special project assignment will be rotated
18 among those LLR Supervisors who applied and who meet the above criteria, provided the rotation
19 does not result in project delay. METRO also recognizes the need for ongoing optional training
20 programs which will allow LLR Supervisors to become better qualified for their present work
21 assignments or for advancement.

22 **J.** Except where modified by historical practice, agreement or mutual understanding,
23 any work that has been historically or traditionally performed only by LLR Supervisors will not be
24 performed by any other individual.

25 **K.** When a shift remains unfilled within one hour of the start time of the shift and
26 RAIL determines that the shift cannot be cancelled, an LLR Supervisor working a different shift with
27 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
28 hours worked by the LLR Supervisor cannot be changed more than 30 minutes except by mutual

1 agreement. When determining which LLR Supervisor will fill the shift, RAIL will consider seniority,
2 LLR Supervisor qualification, business requirements and the LLR Supervisor's desire to change work
3 assignments.

4 **L.** To meet service needs, LLR Supervisors may be assigned to other duties within
5 their job classification. Any wage differential included in a shift will be maintained if an LLR
6 Supervisor is assigned other duties during their shift.

7 **M.** RAIL will determine the staffing needs for each special event day. When RAIL
8 has determined which shifts will be required to work, LLR Supervisors will be offered the special
9 event assignment in seniority order, as follows:

- 10 1. LLR Supervisors on regular workday
- 11 2. LLR Supervisors on their RDO
- 12 3. Should no LLR Supervisor accept the special event assignments, they may
13 be assigned by inverse seniority to LLR Supervisors on regular day to work.

14 **N.** Known special event assignments shall be posted at the pick. Special event service
15 that is not posted at the pick shall be made available through the assignment/overtime process.

16 **SECTION 7 – SPECIAL ALLOWANCES**

17 **A.** LLR Supervisors will be paid a 5% premium above the LLR Supervisor wage for
18 all time paid when assigned as an Operations Controller.

19 **B.** An LLR Supervisor shall receive two hours straight-time pay in addition to regular
20 pay for each shift during which they instruct an LLRSIT or non-qualified LLR Supervisor or an LLR
21 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This
22 pay will be contingent on the completion of an evaluation of the trainee's performance.

23 **SECTION 8 – OVERTIME**

24 **A.** All hours worked in excess of an LLR Supervisor's daily guarantee on a regular
25 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
26 pay for actual hours worked.

27 **B.** Any work performed on a RDO shall be paid at the overtime rate with minimum
28 pay of four hours. No LLR Supervisor will be required to work on their RDO except in an extreme

1 emergency. Should no LLR Supervisor accept an overtime assignment, it may be assigned by inverse
2 seniority to LLR Supervisors who are scheduled to work that day as part of their regular assignment.

3 C. All overtime will be assigned according to guidelines mutually developed and
4 agreed by the PARTIES.

5 D. Posted special event assignments will be available for pick by LLR Supervisors.
6 These assignments will be known as future overtime and will be credited to the LLR Supervisor in
7 advance and combined with overtime hours actually worked.

8 ***SECTION 9 – VACATION SELECTION***

9 The selection of vacation will follow those guidelines set for vacation selection and accrual in
10 Article R9 with the following exceptions:

11 A. LLR Supervisors will pick vacations by LLR Supervisor seniority order once per
12 year. At the spring pick, LLR Supervisors will select vacations in increments of no less than five
13 days, by seniority. After all first choices are filled, by seniority, second, third, fourth and fifth
14 choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the
15 selection of these periods.

16 B. The number of LLR Supervisors allowed on vacation during the same period shall
17 be at least one.

18 C. An LLR Supervisor may use their current vacation accrual in single-day
19 increments with the approval of their immediate supervisor.

20 ***SECTION 10 – GENERAL AND SPECIAL BENEFITS***

21 A. Upon the approval of RAIL, at least one LLR Supervisor per day shall be allowed
22 to use a personal holiday.

23 B. Annually, on the fourth Monday in January, a uniform allowance payable by
24 voucher of twelve times the top step of the LLR Supervisor wage rate on January 1 of each year shall
25 be available for each LLR Supervisor. The maximum uniform allowance balance, which may be
26 carried over into the next year is \$500. The uniform voucher may be used only to purchase
27 authorized uniform items. When an LLR Supervisor needs to replace their all-weather parka or
28 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the

1 above allowances, an LLR Supervisor may be reimbursed once each calendar year for one pair of
2 personal work shoes costing up to an amount of six times the top step of the LLR Supervisor wage.
3 To receive reimbursement the shoes must meet the current standards of uniform footwear for LLR
4 Supervisors.

5 C. All necessary safety and foul weather gear will be provided by RAIL.

6 D. LLR Supervisors will receive hands-on orientation on all LLR equipment within
7 90 days of its use in service. Those LLR Supervisors who are directly involved in the
8 operation/service of the special equipment will receive orientation or training on such equipment.

9 E. It is RAIL's responsibility that all LLR Supervisors will be trained and
10 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
11 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate
12 of pay.

13 F. LLR Supervisors selected by the UNION will participate in the LLR Labor-
14 Management Relations Committee as needed.

15 G. RAIL will complete a written description of the duties and responsibilities of each
16 shift.

17 H. For all classifications as set forth in Section 1: There will be a minimum of at
18 least one LLR Supervisor allowed to have time off through day off book procedures and RAIL will
19 accommodate LLR Supervisor requests consistent with daily staffing requirements. Day off book
20 procedures will be consistent in all classifications. Requests for AC days may not be entered into the
21 day off book more than one calendar month in advance of the day(s) off desired.

22 **SECTION 11 – ATTENDANCE**

23 A. The PARTIES recognize that RAIL provides an essential public service and that
24 Employees have the responsibility and the obligation to report for all assignments unless previously
25 excused.

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

28 C. An Employee requesting work on their RDO, who fails to report for work or who

1 reports for work late, will be subject to the policies defined in this AGREEMENT.

2 **D.** Misses include late reports, unexcused absences and absences. All misses shall be
3 recorded. Unexcused absences recorded in a four-month period shall be subject to the following
4 controls:

5 • First – Informational Notice.
6 • Second – Oral Reminder.
7 • Third – Written Reminder and the Employee will be offered a program of
8 assistance from both PARTIES in developing a plan to improve attendance. This program will
9 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief
10 and the UNION Officer/designee will meet with the Employee to write the details of the program,
11 which will be specific to the Employee.

12 • Fourth – One-day suspension, unless the Employee has a five-year record of
13 less than three misses per year, in which case another Written Reminder shall be issued. Whether
14 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

15 • Fifth – Discharge, unless RAIL determines that an additional suspension
16 may be sufficient to correct the Employee's attendance problem.

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

18 • First through third – Informational Notice.
19 • Fourth – Oral Reminder and Employee will be offered a program of
20 assistance from both PARTIES in developing a plan to improve attendance. This program will
21 include a referral to the Employee Assistance Program (EAP). The METRO unit
22 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details
23 of the program, which will be specific to the Employee.

24 • Fifth – Written Reminder.
25 • Sixth – Review of program of assistance; Explanation of Attendance
26 Probation.

27 • Seventh – One-day suspension. Placement on Attendance Probation. This
28 counts as FIRST probationary absence.

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

3 **1.** The attendance probation will begin on the calendar day following the
4 Employee's seventh miss.

5 **2.** The Employee will be offered a program of assistance from the PARTIES
6 in developing a plan to improve attendance. This program will include a referral to the Employee
7 Assistance Program (EAP). The METRO Unit Superintendent/Chief and UNION Officer/designee
8 will meet with the Employee to write the details of the program, which will be specific to the
9 Employee.

10 **3.** During the attendance probation, the language of Paragraph H will not
11 apply.

12 **4.** For each miss that occurs during the attendance probation, the Employee
13 will be informed in writing of their status.

14 **5.** The Employee will be allowed no more than three misses in each of the two
15 following twelve-month periods (e.g., an Employee who was informed on 7/17/2014 that they had a
16 seventh miss, with a five-day suspension on 7/22/2014, would be on probation with no more than two
17 misses allowed 7/18/2014-7/17/2015 and no more than three misses allowed 7/18/2015-7/17/2016).
18 An Employee who successfully completes the two twelve-month periods will no longer be on
19 attendance probation.

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

22 **7.** The attendance probation periods will be extended by any unpaid leave,
23 industrial injury, or other protected leave in excess of ten consecutive days.

24 **G.** Four consecutive workdays of absence without leave may be considered a
25 resignation or grounds for termination, as appropriate, taking into consideration mitigating
26 circumstances.

27 **H.** A continuous record of 60 days without a miss will cancel the first late report or
28 absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will

1 cancel the next late report or absence on the Employee's record, until all are cancelled. Should the
2 Employee have a miss, another 60-day period must be completed before more cancellations will be
3 made. For the purpose of administering this Paragraph, any time missed from work due to unpaid
4 leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days
5 without a miss.

6 **I. Misses for LLR Supervisors include:**

7 **1. Unexcused Absence –** Failure to report within one hour after designated
8 report time or a Supervisor's failure to accept late report, or calling in sick less than 30 minutes
9 before an Employee is scheduled to report. An unexcused absence will result in loss of assignment
10 and pay for the day. However, if an Employee is incapable of complying with these requirements to
11 timely report based on a condition listed in Article R11.4, they will be excused if the request is
12 properly submitted.

13 **2. Late Report –** Reporting to work late from two minutes up to one hour after
14 designated report time.

15 **3. Absence –** An unexcused absence which has been changed to an absence.

16 **J. A miss,** which the immediate supervisor determines was an incident of tardiness
17 beyond the control of the Employee, will be changed to an excused absence and shall not be used for
18 disciplinary purposes.

19 **K. The failure to sign in,** when unaccompanied by tardiness, shall be treated as a
20 minor infraction, as defined in Article R4, Section 3.

21 **L. The procedures for changing misses to absences or excused absences shall be as**
22 **follows:**

23 For an LLR Supervisor, a request for a miss to be changed to an absence or excused absence
24 must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence.
25 The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused
26 absence.

27 **M. The immediate supervisor can assign an LLR Supervisor work,** paying only for
28 actual time worked.

ARTICLE R21: LINK LIGHT RAIL VEHICLE MAINTENANCE EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Link Light Rail Vehicle Maintenance Employees” shall mean all Employees in the following job classifications:

- Electromechanic
- Electromechanic Trainee
- Electromechanic – Lead
- Maintenance Service Center (MSC) Worker
- Lead Maintenance Service Center (MSC) Worker
- Rail Service Worker
- Rail Service Worker – Lead

SECTION 2 – GENERAL CONDITIONS

A. RAIL shall not adopt time estimates contained in flat-rate mechanics books for scheduling or evaluation purposes. RAIL work standards are exempted from this provision.

B. When it is necessary to ensure safety, shop trucks will carry an additional qualified Employee. No Employee will be required to perform an unsafe procedure.

SECTION 3 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee’s pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift will be completed within a continuous eight hour period, and will include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the “straight through” graveyard shift, there is an expectation that quantity of work will not decrease partly because the overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.

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

C. Employees may be detailed for training until fully qualified. The training time will

1 be determined by the PARTIES.

2 **D.** Assignment of specific duties on any shift shall be at the discretion of RAIL.

3 **E.** An Employee who is required to attend training will be given at least seven days'
4 notice if the training is outside their normal shift hours.

5 **F.** For the purposes of the pick and subsequent work assignments, the graveyard shift
6 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
7 swing shift shall be considered the third.

8 **G.** Should it become necessary to alter a shift during a shake-up and such alteration
9 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or
10 request for accommodation which requires an alteration in the start or quit times of a shift, such
11 Employee may request that RAIL consider their request. RAIL will then contact the UNION to
12 review the matter. Should a personnel dispute occur, either PARTY can submit the dispute to the
13 King County Alternative Dispute Resolution Program.

14 **H.** For holiday work assignments, RAIL will determine the staffing needs for each
15 shift. When RAIL has determined which classifications will be required to work, Employees in those
16 classifications will be offered the holiday assignment, within base, by shift, and by seniority, as
17 follows:

- 18 1. Employees on regular day to work
- 19 2. Employees on their RDO
- 20 3. By inverse seniority, to Employees on regular day to work

21 ***SECTION 4 – VOLUNTEER ASSIGNMENTS***

22 **A.** If a vacancy/assignment occurs within RAIL Vehicle Maintenance, RAIL may fill
23 the vacancy/assignment in seniority order with a volunteer from the classification where the vacancy
24 occurs.

25 **B.** A volunteer assigned to a different work shift will continue to receive the shift
26 differential, if any, associated with their picked shift or the shift differential associated with the shift
27 to which the volunteer is assigned, whichever is greater.

28 ***SECTION 5 – LEAD EMPLOYEES***

1 A. When a permanent vacancy occurs within a Lead classification, the position will
2 be filled by a recruitment. Applicants must be current Employees in the classification being led and
3 must have, as of the last day applications are accepted, a minimum of two years experience in that
4 classification at RAIL.

5 B. Lead Employees shall be selected on the basis of ability, training, education,
6 experience, and job performance as determined by appropriate testing procedures and/or evaluations
7 which will be developed with input from the Leads and the UNION.

8 C. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
9 differential above the top step of the existing wage rate and any shift differential of the classification
10 for which they serve as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
11 shift differential, plus 10%.

12 D. Lead workers have the responsibility of coordinating the work of the Employees to
13 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
14 Employees' efforts to ensure that work gets done effectively while treating all Employees with
15 respect and in a fair and consistent manner. A Rail Vehicle Maintenance Lead will be considered a
16 working Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of
17 the classification they are leading.

18 E. No Lead Employee will discipline other Employees or perform formal Employee
19 evaluations.

20 F. For overtime and holiday work assignments: When performing the regular work of
21 the classification that they are leading, the Lead of that specific classification will be offered the
22 assignment (by base, by shift, by seniority) only after Employees in that classification have been
23 asked first.

24 **SECTION 6 – UPGRADE LEADS**

25 A. RAIL may upgrade Employees to Lead status at its discretion.

26 B. Upgrade Lead Employees shall be selected on the basis of ability, training,
27 education, experience, and job performance as determined by appropriate testing procedures and/or
28 evaluations which will be developed with input from the UNION.

1 C. Each Upgrade Lead Employee in the Rail Vehicle Maintenance Division shall
2 receive a 10% differential above the top step of the existing wage rate and any shift differential of the
3 classification for which they serve as an Upgrade Lead. Lead pay shall be calculated as follows:
4 regular hourly rate, plus shift differential, plus 10%.

5 D. Upgrade Lead workers have the responsibility of coordinating the work of the
6 Employees to whom they are assigned to provide lead direction. Upgrade Lead workers assign job
7 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all
8 Employees with respect and in a fair and consistent manner. A Rail Vehicle Maintenance Upgrade
9 Lead will be considered a working Lead. In addition to their Lead duties, an Upgrade Lead shall
10 continue to perform the regular work of the classification they are leading.

11 E. No Upgrade Lead Employee will discipline other Employees or perform formal
12 Employee evaluations.

13 **SECTION 7 – PICKS AND MOVE-UPS**

14 A. Consistent with LLR Operator picks, three times each year, when a facility opens
15 or closes, or when RAIL schedules a section-wide pick, the number of Employees required on each
16 shift shall be posted.

17 B. At the pick, each Employee listed in Section 1 will be permitted to select, by
18 classification seniority, their base and shift (when applicable), and their two consecutive RDOs.
19 Specific duties within a classification also may be picked to the extent specified by RAIL on the pick
20 sheets. Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board
21 Officer for Rail and the Vice President/Assistant Business Representative - Maintenance/designee to
22 discuss and identify any ongoing or planned special projects that may be appropriate for posting on
23 the pick sheets.

24 1. All permanent Lead Employees shall pick once annually prior to the first
25 pick of the year for other Rail Vehicle Maintenance Employees.

26 C. Copies of the pick schedules and shifts will be posted ten days prior to the start of
27 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
28 RAIL will notify the UNION before the modification is posted. No changes will be made less than

1 five days prior to the pick.

2 **D.** RAIL will make arrangements for each Employee to be available to report to an
3 appropriate pick location at least ten minutes ahead of their pick time to examine available work
4 assignments. An Employee shall be compensated for the time spent in the selection process when it
5 is during their work hours.

6 **E.** A UNION representative for Rail will be present and facilitate the pick.

7 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
8 with the RAIL designee, as identified on the pick schedules, indicating their work preferences. The
9 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will
10 result in the UNION representative picking an assignment for the Employee. The UNION
11 representative shall make an effort to select an assignment comparable to the last picked position
12 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to
13 the grievance/arbitration procedure.

14 **G.** When RAIL determines that an Employee will be unavailable for work for an
15 entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail
16 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they
17 may return to their previous picked position, if such still exists, or to a position as close as possible to
18 the assignment they were working previously. RAIL and the Employee may mutually agree to a
19 different assignment, and the UNION will be notified.

20 **H.** If a vacant position is to be filled or a new position is created, Employees in that
21 classification will have a move-up if requested by the UNION. Move-ups will be conducted only
22 when they can be implemented at least 28 days prior to the end of the current shake-up.

23 ***SECTION 8 – VACATION SELECTION***

24 **A.** Vacations will be picked by classification once each year no later than March 15th.

25 **B.** The number of Employees allowed to take vacation shall be 10% of the Employees
26 in that classification, rounded to the nearest whole number. However, the number of Employees in
27 each job classification allowed on vacation shall not be less than two Electromechanics, one MSC
28 Worker, and one Rail Service Worker.

1 C. Vacation may be selected in blocks of one or more full weeks. The selection of
2 vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year.
3 An Employee who takes their vacation in two or more blocks shall select the second block of their
4 vacation after all Employees in their classification have made their first selection; their third selection
5 after all Employees in their classification have made their second selection; etc., until all blocks of
6 the vacation have been selected. Picked vacation blocks will begin or end with the Employee's
7 RDOs.

8 D. A Rail Vehicle Maintenance Employee may use vacation or accumulated time in
9 increments of one or more hours, provided they have available vacation or accumulated time and
10 subject to advance approval by their immediate supervisor.

11 **SECTION 9 – OVERTIME**

12 A. All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the
13 scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-
14 half times the existing straight-time rate of pay for the classification for actual overtime hours
15 worked.

16 B. An overtime assignment of four hours or less will be offered to a job classification
17 within a base, shift and by seniority, to qualified Employees who are working the shift preceding or
18 succeeding the shift where the work is to be accomplished and/or performed.

19 C. Overtime assignments of more than four hours will be offered to a job
20 classification within a base, shift and by seniority, to qualified Employees, including Employees on
21 their RDO.

22 D. Scheduled or planned overtime will be posted for a minimum of 48 hours. An
23 Employee who wishes to receive scheduled overtime shall sign up on an overtime sign-up sheet
24 posted at their workplace, or email a Chief/Lead and have their name added to the sheet. Each
25 overtime sign-up sheet will close at the beginning of the specified shift on the designated close date.
26 An Employee who is not on the overtime list will not be eligible for scheduled overtime.

27 E. A full shift overtime assignment shall first be offered in its entirety before it is split
28 and offered in smaller pieces.

1 **F.** An Employee who is awarded the overtime on the list will be subject to the Section
2 12 – Attendance Management procedures of this AGREEMENT.

3 **1.** If the Employee awarded the overtime calls sick, the overtime shall be
4 offered first to Employees that volunteered for the assignment during its original post time-frame.

5 **2.** The Employee awarded the overtime shall submit a leave request for
6 approval if they no longer wish to volunteer for that assignment. The overtime will be offered first to
7 Employees that volunteered for the assignment during its original post time-frame.

8 **G.** Should no Employee accept the overtime assignment, it may be assigned by
9 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
10 may be assigned to the next least senior Employee.

11 **H.** An Employee on light duty status shall not be eligible for overtime.

12 **I.** An Employee who is scheduled for paid time off and who is interested in working
13 on the RDOs preceding or succeeding their paid time off, must provide written notice to their
14 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to
15 these RDO's also require this notice. For overtime assignment, they will be considered in seniority
16 order in accordance with Paragraphs C and D.

17 **J.** Overtime on any shift shall be computed at the rate paid for the Employee's
18 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
19 hourly shift differential. Overtime on swing shift extending to graveyard shift shall be paid at the
20 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at
21 the graveyard shift overtime rate of pay.

22 **K.** In the case of an extreme emergency, RAIL can assign overtime work to any
23 qualified Employee. An Employee who works overtime during an extreme emergency shall be
24 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
25 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-
26 day period. An Employee may voluntarily waive the time off required in this Paragraph.

27 **L.** An LLR Vehicle Maintenance Employee, who has gone home after their regular
28 shift and who is called back to work and reports for work, will be guaranteed at least four hours pay

at the overtime rate.

M. An LLR Vehicle Maintenance Employee called in before their regularly-scheduled report time and in conjunction with their regular shift will be paid for actual hours worked.

N. The following governs Electromechanics-in-Training overtime and holiday work assignments. When performing the regular work of the classification of Electromechanic, an Electromechanic-in-Training will be offered a work assignment, by seniority, only after Electromechanics and Lead Electromechanics in that classification have been asked first. Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the Electromechanic classification for overtime or holidays work assignments.

SECTION 10 – SHIFT DIFFERENTIAL

Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Electromechanic	5.00%	7.5%
Rail Service Worker	5.00%	7.5%
Maintenance Service Center Worker	5.00%	7.5%
Lead Maintenance Service Center Worker	5.00%	7.5%

SECTION 11 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually, on Employees' regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the classification of Electromechanic and Electromechanic Trainees who have successfully completed their education modules and passed the Electromechanic exam. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2020	\$903
2021	\$903
2022	\$903

RAIL agrees to provide those tools necessary to perform all mechanical work assigned to Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

B. RAIL shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the worksite. Each Employee shall have on file with their immediate supervisor an up-to-date inventory of tools designating the type, size and manufacturer. Photographs will also be acceptable. RAIL shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three days after the inspection to locate any tools which they claim are missing.

C. Each Rail Vehicle Maintenance Employee shall receive their choice of coveralls or a clean uniform (pants and shirt) daily.

D. Any Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, a rain set, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of boots, socks, and cushioned inserts identified on the RAIL voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid

1 by such voucher shall be \$200 (plus sales tax) per Employee as provided in Paragraph E.

2 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
3 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

4 **F.** When an Employee is informed during their regular shift that overtime in excess of
5 two hours beyond the end of the regular shift will be required, or when an Employee is called at
6 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-
7 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

8 **G.** Except where modified by historical practice, agreement, or mutual understanding,
9 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be
10 performed only by Employees working in those classifications.

11 **H.** RAIL shall respect the classification boundaries that are established in the
12 classification specifications for Link Light Rail Vehicle Maintenance jobs; however it is agreed that
13 the incidental assignment of cross-classification work is allowed. No Employee shall be expected to
14 perform work for which they have not been adequately trained or which is unsafe. If the UNION
15 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall
16 convene special Labor-Management discussion to attempt to address the UNION's concerns over
17 staffing levels and work assignments in a timely manner, not to exceed 15 calendar days.

18 **I.** Link Light Rail Vehicle Maintenance Employees may use the ten minutes prior to
19 the end of their workday for personal clean-up.

20 **J.** When upgraded to a Lead position, the Employee shall receive the Lead rate of
21 pay. When upgraded to any other classification, an Employee shall be paid according to Article R3.
22 However, no upgraded Employee shall be paid more than the top step of the classification to which
23 they have been upgraded.

24 **K.** RAIL will provide a secure area at each work location for UNION related
25 materials accessible to all UNION representatives at that location.

26 **L.** An Employee who is assigned to train an Intern, Apprentice, or Electromechanic
27 Trainee will receive a 10% premium under the following circumstances, and is only paid for actual
28 time spent training. Leads are not eligible for training pay. Time spent training an Apprentice,

1 Intern, or Electromechanic Trainee must be pre-authorized in writing and involve active instruction.
2 Training pay will not be offered for any other types of intern, apprentice, or peer-to-peer training or
3 orienting new Employees.

4 **M.** For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees
5 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair
6 of prescription safety glasses.

7 **SECTION 12 – ATTENDANCE**

8 **A.** The PARTIES recognize that Rail Vehicle Maintenance duties and functions are
9 time critical and that Employees have the responsibility and obligation to be at work on time each
10 day. Link Light Rail Vehicle Maintenance Employees will be subject to the following terms, which
11 supersede any conflicting provisions elsewhere in the AGREEMENT.

12 **B.** Rail Vehicle Maintenance will monitor and record attendance using the terms of
13 late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
14 Employees that call one-half hour before their shift to request unscheduled leave and then are
15 requested to come to work, provided they report to work in a reasonable time. An Employee can use
16 AC time or vacation time to make up lost time.

17 **C.** A late occurrence (six minutes to two hours) shall be managed and recorded as
18 follows:

- 19 1. An Employee may complete any time left on their shift.
- 20 2. An Employee may work a full eight hours or ten hours for 4/40 Employees
21 even though this work would continue into the next shift.
- 22 3. An Employee may not use AC time or vacation to make up lost time.
- 23 4. An Employee will be paid for actual hours worked at their scheduled rate of
24 pay.
- 25 5. A late occurrence shall not create an overtime opportunity for the late
26 Employee. No grievances will be filed by other Employees claiming
27 overtime infringements should an Employee elect to work their full shift
28 and the time worked extends into another shift.

6. Late occurrences will be recorded in a 180-day rolling time frame as follows:

- a. 1st through 5th occurrence – Employee and immediate supervisor initial the attendance card.
- b. 6th occurrence – One-day suspension without pay.
- c. 7th occurrence – Discharge, treated as a major infraction as defined in Article R4.

D. Unexcused absences (over two hours late) shall be managed and recorded as follows:

- 1. An Employee may complete their shift only.
- 2. An Employee may not use AC time or vacation to supplement their regular shift pay.
- 3. Such Employee is not eligible for overtime that day.
- 4. Unexcused absences will be recorded in a twelve-month rolling time frame as follows:

- a. 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.
- b. 3rd occurrence – One-day suspension without pay.
- c. 4th occurrence – Discharge, treated as a major infraction as defined in Article R4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five working days of the occurrence.

G. An Employee who had a late occurrence or unexcused absence removed from the attendance management record has the option to use vacation leave or AC time as appropriate, to make up lost time.

1 H. The PARTIES agree to review this Section on an annual basis.

2 **SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM**

3 A. **Training Committee.** A joint Electromechanic Training Committee shall consist
4 of equal members of the UNION and RAIL management. The UNION's Second Vice President -
5 Maintenance shall assign the UNION's committee members.

6 B. **Ongoing Program Evaluation:**

7 1. The Electromechanic Training Committee will evaluate the
8 Electromechanic Training Program on an ongoing basis to determine its value and effectiveness.
9 Input from the Rail Vehicle Maintenance Superintendents, Chiefs, Leads and the Electromechanic
10 Trainees will be used to assist in evaluating the program. The Committee will vote on recommended
11 changes and adjustments to the program.

12 2. Any issues that cannot be agreed upon by the Committee shall be moved
13 forward to the Rail Vehicle Maintenance Superintendent and the UNION's Second Vice President -
14 Maintenance for resolution.

15 C. **Meetings:**

16 The Electromechanic Training Committee shall meet at least once each shake-
17 up. Each meeting shall consist of at least one committee from RAIL and one from the UNION.
18 During these meetings the Committee shall review the curriculum changes, task hours and review
19 Trainee feedback, to ensure the best development of the Electromechanic Trainee throughout the
20 program.

21 D. **Rate of pay upon completion of training program:**

22 When an Electromechanic Trainee has graduated from the training program
23 and has been placed in a regular Electromechanic position, the Employee's salary will be moved to
24 the 90% step of the Electromechanic pay scale.

25 E. **Seniority:**

26 When candidates have been selected to join the Electromechanic Training
27 Program, they will be added to the Electromechanic seniority list for future placement. Upon
28 graduation from the program, the Employee will assume this position of seniority as an

Electromechanic.

SECTION 14 – HIRING OF ELECTROMECHANICS

If an insufficient number of qualified internal candidates apply for a vacant Electromechanic position, METRO may conduct an external recruitment.

SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS

Employees will participate in the Rail Labor-Management Relations Committee.

ARTICLE R22: TRACK AND SIGNALS EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Track and Signals Employees” shall mean all Employees in the following job classifications, and their respective lead positions where applicable:

- Rail Laborer
- Rail Signal and Communications Technician
- Rail Signal and Communications Technician – Lead
- Rail Track and Right of Way Maintainer
- Rail Track and Right of Way Maintainer – Lead

SECTION 2 – SUBCONTRACTING

RAIL shall not subcontract work historically performed by members of the UNION; however, the UNION understands that the scope of work performed by RAIL Employees is determined by Sound Transit.

SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS

If no internal applicants are qualified for a promotional opportunity, RAIL shall use an open and competitive hiring process.

SECTION 4 – VOLUNTEER ASSIGNMENTS

A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority order with a volunteer.

B. A volunteer assigned to a different work shift will continue to receive the shift differential, if any, associated with their picked shift or the shift differential associated with the shift to which the volunteer is assigned, whichever is greater.

SECTION 5 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee's pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift will be completed within a continuous eight-hour period, and will include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the "straight through" graveyard shift, there is an expectation that quantity of work will not decrease partly because the overlap/turnover time at the ends of the graveyard shift will be shortened. Employees who pick a regular weekly schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

B. If it becomes necessary to alter a shift, and such alteration imposes a serious hardship on the Employee, such Employee may request that the PARTIES review the matter.

C. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday, the day shift the second, and the swing shift the third.

D. For holiday work assignments, RAIL will determine the staffing needs for each shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

E. Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

SECTION 6 – UPGRADES

A. The provisions of Article R3, Section 15, Paragraph C, shall not apply to Track and Signals Employees. Instead, all assigned work in a higher paid classification will be paid at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid classification in excess of four hours will be paid at the higher rate of pay for the entire shift. Overtime will be paid at the overtime rate for the higher paid classification.

B. Upgrades will be based on qualifications, as determined by RAIL.

C. Seniority will determine which Employee is upgraded among equally qualified Employees.

D. An Employee who declines a temporary upgrade opportunity may not displace the

Employee who accepted it, regardless of seniority.

E. Training opportunities for upgrade qualification will be offered on a rotating basis using a sign up sheet established by seniority.

F. An Employee upgraded to a regular Lead position shall receive 10% above the top step of the wage rate of the classification for which they serve as a Lead.

If RAIL determines that a Lead position will be needed for a project or crew which has three or more Employees and/or will last for more than 90 days, and/or when justified by the additional responsibilities and coordination, RAIL may assign a regular journey-level Lead instead of a designated Lead.

1. Employees upgraded to a regular Lead position will be selected from Employees on the project or crew who have completed probation.

2. Each regular Lead will be considered a working Lead. In addition to their Lead duties, a regular Lead shall continue to perform their assigned duties.

3. No regular Lead will discipline other Employees (as defined by Article R4, Section 2(A)).

SECTION 7 – DESIGNATED LEADS

A. Each designated Lead in the Track and Signals sections shall receive a 10% differential above their existing wage rate for their classification.

B. A designated Lead will be assigned by the immediate supervisor or chief at the discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and opportunities to experience Lead work assignments, and taking into account Employees' abilities, training, education, experience, seniority, and job performance.

C. Any Employee who trains a newly hired Employee will receive designated Lead pay. Lead pay for training shall be assigned at the discretion of RAIL.

D. Assigned lead work will be paid at the higher rate of pay for actual time worked up to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for the entire shift.

E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a

1 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

2 F. A designated Lead will be considered a working Lead. In addition to their
3 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

4 G. No designated Lead will discipline other Employees (as defined by Article R4,
5 Section 2(A)).

6 **SECTION 8 – LEADS**

7 A. When a permanent vacancy occurs within a Lead classification, the position will
8 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,
9 Bus-side Employees, other King County employees, and outside applicants. First preference will be
10 given to current Career Service (non-probationary) Employees in the classification being led. Should
11 METRO determine that no Employees in the classification qualify for a Lead position, it will notify
12 the UNION of its determination prior to moving to the next two hiring steps that follow. Should no
13 Employees in the classification qualify for the Lead position, Bus-Side Employees and other King
14 County employees with at least two years of similar experience within King County will be
15 considered. Lastly, RAIL will hire from the remaining applicants. The criteria in Paragraph B below
16 shall apply to both internal and external applicants.

17 B. Lead Employees shall be selected on the basis of ability, training, education,
18 experience, and job performance through appropriate testing procedures and/or evaluations that will
19 be developed with union input.

20 C. Each Lead Employee in Track & Signals shall receive a 10% differential above the
21 top step of the existing wage rate and any shift differential of the classification for which they serve
22 as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift differential, plus
23 10%.

24 D. Lead workers have the responsibility of coordinating the work of the Employees to
25 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
26 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working
27 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the
28 classification from which they lead.

1 E. No Lead Employee will discipline, as defined in Article R4, Section 3, other
2 Employees or perform formal Employee evaluations.

3 F. For Overtime and Holiday work assignments: When performing the regular work
4 of the classification that they are leading, the Lead of that specific classification will be offered the
5 assignment only after Employees in that classification have been asked in each step of the overtime
6 process.

7 **SECTION 9 – PICKS AND MOVE-UPS**

8 A. Two picks shall be held annually for Track and Signals Employees to be effective
9 on the start of the closest pay period to March 15 and September 15. When a facility opens or closes,
10 a section-wide pick will occur for those job classifications affected.

11 B. All Employees listed in Section 1 may select by classification seniority their shift
12 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be
13 picked to the extent specified by RAIL on the pick sheets.

14 C. A once-yearly vacation pick will be held during the first pick of the year. When
15 the pick schedule is posted, RAIL will inform the UNION of the number of Employees to be off on
16 picked vacation per block.

17 D. Copies of the proposed pick schedule and shifts will be posted for review no later
18 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
19 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks
20 after the pick.

21 E. An Employee who is unable to attend the pick may leave an absentee pick form
22 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so
23 will result in the UNION representative picking an assignment for the Employee. The UNION
24 representative shall make an effort to select an assignment comparable to the assignment most
25 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration
26 procedure.

27 F. When RAIL determines that an Employee will be unavailable for work for an
28 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of

1 the pick process.

2 **G.** If a vacant position is to be filled or a new position is created, Employees in that
3 classification will have a move-up if requested by the UNION. Move-ups will be conducted only
4 when they can be implemented at least 28 days prior to the end of the current shake-up.

5 **H.** Rail Laborers who were hired before June 15, 2015, will have the right in the
6 second pick of each year to choose between working in LLR Facilities or Track & Signals.

7 **SECTION 10 – VACATION SELECTION**

8 **A.** At least one Employee or 10% rounded to the next highest whole number,
9 whichever is greater, in each job classification shall be allowed to use vacation in each vacation
10 period, provided that RAIL has sufficient staffing to provide service and Employees can work under
11 safe conditions. The UNION representatives shall conduct the vacation pick.

12 **B.** During the annual vacation selection each Track and Signals Employee may select
13 a maximum of five separate blocks of vacation, in the following payroll year, each consisting of one
14 or more full weeks. Vacation selections shall be made by seniority within a job classification. An
15 Employee who takes their vacation in two or more blocks shall select the second block of their
16 vacation after all Employees in their classification have made their first selection; their third selection
17 after all Employees in their classification have made their second, etc. Employees may only pick
18 vacation hours totaling up to their balance at time of the pick. RAIL shall post a calendar with all
19 approved vacation selections indicated. Vacation changes shall not be allowed less than 30 days
20 prior to the effective day of requested leave except in emergencies, as determined by RAIL.

21 After the vacation pick, any other vacation requests will be honored on a first come, first
22 served basis.

23 **C.** An Employee who does not select vacation at the annual vacation pick must
24 request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise
25 approved by management.

26 **D.** An Employee who has not filed a vacation request according to the above
27 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

28 **E.** On September 15 of each year, RAIL will notify each Employee who has a

vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

F. An Employee may use vacation leave in one-hour increments with the approval of their immediate supervisor.

G. Management will respond to a written request for any vacation or leave within seven days of receipt.

SECTION 11 – OVERTIME

A. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the scheduled workday, except as provided in Article R13, and on an Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for the classification for actual overtime hours worked.

B. When unscheduled overtime is requested to complete a special task, the overtime will first be offered to the Employee within the classification responsible for the work. A special task shall mean:

1. non-ordinary circumstances in which the work cannot wait to be completed; or
2. work deemed unreasonable to have anyone but the existing Employee performing the work.

C. An Employee who wishes to receive planned or scheduled overtime shall sign, or request to be put on, an overtime list posted on a weekly basis. Each overtime list will be posted on Monday and pulled at noon on Thursday (or Wednesday if Thursday is a holiday). Employees who are on vacation or RDO must call in by 2:30pm on Wednesday (or Tuesday if Thursday is a holiday) to sign up to be eligible. An Employee who is not on the overtime list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or if overtime must be assigned in inverse order of seniority. RAIL will not call an Employee who is on an authorized leave for overtime, unless it is an extreme emergency.

1. Overtime will be assigned to Employees on the list, first by base, then by shift, then by seniority within a classification provided the Employee is qualified and reasonably available.

2. If the overtime is not filled from the list, it may be offered, by seniority, to Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade and available on site to do the work.

3. If the overtime has not been filled after all of the procedures outlined in Paragraph 2 have been followed, the assignment can be altered, split or then it may be assigned in inverse order of seniority in the affected job classification. If the least senior Employee is not qualified or reasonably available, the overtime will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may assign overtime to any qualified Employee.

4. If an overtime assignment is greater than 4 hours in length and the majority of the assignment is between the hours of 6:01 am and 6:00 pm, it shall be offered to dayshift Employees first. If the majority of the work is between 6:01pm and 6:00 am, it shall be offered to graveyard Employees first.

D. Overtime assignments of 4 hours or less, in conjunction to a shift will be offered to qualified Employees who are working the shift preceding or succeeding the shift where the work is to be performed.

E. All overtime provisions will be exhausted within a base before overtime opportunities are offered to Employees at other bases.

F. A Track and Signals Employee, who has gone home after their regular shift, and who is called back to work and reports for work, will be guaranteed four hours of pay at the overtime rate. If a Track and Signals Employee can correct the situation without having to report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

G. If RAIL calls an Employee and offers overtime to report to work immediately and the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours of the first phone call and re-offers overtime to report to work, and the Employee actually reports to work, the four hours referenced in Paragraph F will apply, timed from the first phone call.

H. A Track and Signals Employee called in before their scheduled report time and in

conjunction with their regular shift will not be sent home early to avoid overtime payment and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home early may request permission from their immediate supervisor.

I. Overtime on any shift shall be computed at the rate paid for the Employee's regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending into the day shift will be paid at the overtime rate with graveyard shift differential.

1. Employees must have at least one eight hour continuous rest period in any 24 hour period and must have at least one ten hour continuous rest period in any 48 hour period.

SECTION 12 – SHIFT DIFFERENTIAL

Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Signal and Communications Technician	5%	7.5%
Signal and Communications Technician - Lead	5%	7.5%
Track and Right of Way Maintainer	5%	7.5%
Track and Right of Way Maintainer – Lead	5%	7.5%
Rail Laborer	5%	7.5%

SECTION 13 – SPECIAL BENEFITS

A. RAIL will provide any and all tools necessary to perform all assigned mechanical work to Track and Signals Employees.

1 B. Each Track and Signals Employee shall receive eleven uniforms and shall wear a
2 uniform during all work hours.

3 C. Each Employee who is required to work in inclement weather or hazardous areas
4 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
5 to Personal Protective Equipment (PPE), a rain set, hat and boots.

6 D. RAIL shall provide and maintain necessary safety clothing, uniforms and
7 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be
8 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up
9 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such
10 voucher shall be \$200 (plus sales tax) per Employee. A replacement item will be issued when the
11 item is lost, stolen, damaged or worn out.

12 E. When an Employee works two or more hours of overtime in conjunction with their
13 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the
14 Employee's preference.

15 F. RAIL shall reimburse each Employee for the cost of any license(s) required in
16 relation to their job classification or job duties, excluding the cost of the state-issued driver's license.

17 G. For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees
18 covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair
19 of prescription safety glasses.

20 **SECTION 14 – ATTENDANCE**

21 A. The PARTIES recognize that Track and Signals duties and functions are critical
22 and that Employees have the responsibility and obligation to be at work on time each day. Track and
23 Signals Employees will be subject to the following terms, which supersede any conflicting provisions
24 elsewhere in the AGREEMENT.

25 B. Track and Signals will monitor and record attendance using the terms of late
26 occurrence and unexcused absence.

27 C. A late occurrence:

28 1. of up to one hour shall be managed and recorded as follows:

- a. An Employee may complete any time left on their shift.
- b. An Employee may work a full eight or ten hours even though this work would continue into the next shift.
- c. An Employee may not use AC time or vacation to make up lost time.
- d. An Employee will be paid for actual hours worked at their scheduled rate of pay.
- e. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work their full shift and the time worked extends into another shift.

2. of between one and two hours shall be managed and recorded as follows:

- a. An Employee may complete any time left on their shift only.
- b. An Employee may not use AC time or vacation to make up lost time.
- c. An Employee will be paid for hours worked at their scheduled rate of pay.

3. Late occurrences will be recorded in a 180 day rolling time frame as follows:

- a. 1st through 5th occurrence – Employee and chief initial the time sheet/late report card.
- b. 6th occurrence – one-day suspension without pay.
- c. 7th occurrence – discharge, treated as a major infraction as defined in Article R4.

D. Unexcused absences (over two hours late) shall be managed and recorded as follows:

- 1. An Employee may complete their shift only.
- 2. An Employee may not use AC time or vacation to supplement their regular shift pay.

- 1 3. Such Employee is not eligible for overtime that day.
- 2 4. Unexcused absences will be recorded in a twelve-month rolling time frame
- 3 as follows:
- 4 a. 1st occurrence – Employee will receive Oral Reminder; chief will
- 5 initial the late report card.
- 6 b. 2nd occurrence – Employee will receive Written Reminder; chief
- 7 will initial the late report card.
- 8 c. 3rd occurrence – One-day suspension without pay.
- 9 d. 4th occurrence – Discharge, treated as a major infraction as defined
- 10 in Article R4.
- 11 E. An occurrence which results in a second one day suspension within 180 days of the
- 12 occurrence that resulted in the first suspension shall result in discharge.
- 13 F. Extenuating circumstances will be considered. Any request by an Employee to
- 14 have a late occurrence or unexcused absence removed from the attendance management record must
- 15 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a
- 16 late occurrence or unexcused absence that has been removed from the attendance management record
- 17 has the option to use vacation leave or AC time, as appropriate to make up lost time.
- 18 G. The PARTIES agree to review this Section on an annual basis.

19 ***SECTION 15 – TRAINING***

20 The PARTIES shall develop training programs in selected trade classifications. The

21 PARTIES will jointly determine the implementation of the programs. The programs will recognize

22 that workforce diversity is valued and encouraged.

23 ***SECTION 16 – LINK LIGHT RAIL LABOR-MANAGEMENT RELATIONS***

24 ***COMMITTEE***

25 Track and Signals Employees will participate in the Rail Labor-Management Relations

26 Committee.

27 ***SECTION 17 – UPGRADES TO CHIEFS***

28 No Employee acting as or upgraded to Chief shall issue discipline to other Employees or

perform formal annual performance appraisals.

ARTICLE R23: LINK LIGHT RAIL FACILITIES EMPLOYEES

SECTION 1 – DEFINITION OF EMPLOYEES

“Link Light Rail Facilities Employees” shall mean all Employees in the following job classifications, and their respective lead positions where applicable:

- Grounds Specialist
- Lead Rail Facilities Custodian
- Lead Rail Station Custodian (Lead Transit Custodian)
- Lead Transit Grounds Specialist
- Lead Transit Maintenance Painter
- Lead Transit Building Operating Engineer
- Rail Facilities Custodian
- Rail Facilities Mechanic
- Rail Facilities Mechanic – Lead
- Rail Laborer
- Rail Station Custodian
- Transit Maintenance Painter
- Building Operating Engineer

SECTION 2 – SUBCONTRACTING

RAIL shall not subcontract work historically performed by members of the UNION; however, the UNION understands that the scope of work performed by RAIL Employees is determined by Sound Transit.

SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS

If no internal applicants are qualified for a promotional opportunity, RAIL shall use an open and competitive hiring process.

SECTION 4 – VOLUNTEER ASSIGNMENTS

A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority order with a volunteer.

1 **B.** A volunteer assigned to a different work shift will continue to receive the shift
2 differential, if any, associated with their picked shift or the shift differential associated with the shift
3 to which the volunteer is assigned, whichever is greater.

4 **SECTION 5 – WORK ASSIGNMENTS**

5 **A.** The workweek shall consist of five consecutive days, except when an Employee's
6 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
7 workday. Each shift will be completed within a continuous eight and one-half hour period and will
8 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Graveyard shift
9 will be completed within a continuous eight-hour period, and will include a paid one-half hour lunch
10 break and two paid 15-minute rest breaks. In implementing the "straight through" graveyard shift,
11 there is an expectation that quantity of work will not decrease partly because the overlap/turnover
12 time at the ends of the graveyard shift will be shortened. Employees who pick a regular weekly
13 schedule consisting of an alternative workweek will be governed by the provisions in Article R13.

14 **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious
15 hardship on the Employee, such Employee may request that the PARTIES review the matter.

16 **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift
17 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
18 third.

19 **D.** For holiday work assignments, RAIL will determine the staffing needs for each
20 shift. Holiday work assignments will be subject to language in Section 11.

21 **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

22 **SECTION 6 – UPGRADES**

23 **A.** The provisions of Article R14, Section 3, Paragraph A, shall not apply to Rail
24 Facilities Employees. Instead, all assigned work in a higher paid classification will be paid at the
25 higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
26 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.
27 Overtime will be paid at the overtime rate for the higher paid classification.

28 **B.** Upgrades will be based on qualifications, as determined by RAIL.

1 C. Seniority will determine which Employee is upgraded among equally qualified
2 Employees.

3 D. An Employee who declines a temporary upgrade opportunity may not displace the
4 Employee who accepted it, regardless of seniority.

5 E. Training opportunities for upgrade qualification will be offered on a rotating basis
6 using a sign up sheet established by seniority.

7 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
8 step of the wage rate of the classification for which they serve as a Lead.

9 If RAIL determines that a Lead position will be needed for a project or crew which
10 has three or more Employees and/or will last for more than 90 days, and/or when justified by the
11 additional responsibilities and coordination, RAIL may assign a regular journey-level Lead instead of
12 a designated Lead.

13 1. Employees upgraded to a regular Lead position will be selected from
14 Employees on the project or crew who have completed probation.

15 2. Each regular Lead will be considered a working Lead. In addition to their
16 Lead duties, a regular Lead shall continue to perform their assigned duties.

17 3. No regular Lead will discipline other Employees (as defined by Article R4,
18 Section 2(A)).

19 **SECTION 7 – DESIGNATED LEADS**

20 A. Each designated Lead in the Link Light Rail Facilities sections shall receive a 10%
21 differential above their existing wage rate for their classification.

22 B. A designated Lead will be assigned by the immediate supervisor or chief at the
23 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and
24 opportunities to experience Lead work assignments, and taking into account Employees' abilities,
25 training, education, experience, seniority, and job performance.

26 C. Any Employee who trains a newly hired Employee will receive designated Lead
27 pay. Lead pay for training shall be assigned at the discretion of RAIL.

28 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up

1 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
2 the entire shift.

3 E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a
4 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

5 F. A designated Lead will be considered a working Lead. In addition to their
6 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

7 G. No designated Lead will discipline other Employees (as defined by Article R4,
8 Section 3).

9 **SECTION 8 – LEADS**

10 A. When a permanent vacancy occurs within a Lead classification, the position will
11 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,
12 Bus-side Employees, other King County employees, and outside applicants. First preference will be
13 given to current Employees in the classification being led and must have, as of the last day
14 applications are accepted, a minimum of two years experience in that classification at RAIL. Should
15 METRO determine that no Employees in the classification qualify for a Lead position, it will notify
16 the UNION of its determination prior to moving to the next two hiring steps that follow. Should no
17 Employees in the classification qualify for the Lead position, Bus-Side Employees and other King
18 County employees with at least two years of similar experience within King County will be
19 considered. Lastly, RAIL will hire from the remaining applicants. The criteria in Paragraph B below
20 shall apply to both internal and external applicants.

21 B. Lead Employees shall be selected on the basis of ability, training, education,
22 experience, and job performance, through appropriate testing procedures and/or evaluations that will
23 be developed with Union input.

24 C. Each Lead Employee in Rail Facilities shall receive a 10% differential above the
25 top step of the existing wage rate and any shift differential of the classification for which they serve
26 as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift differential, plus
27 10%.

28 D. Lead workers have the responsibility of coordinating the work of the Employees to

whom they are assigned to provide lead direction. Lead workers assign job tasks and direct Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the classification from which they lead.

E. No Lead Employee will discipline, as defined in Article R4, Section 2, Paragraph A, other Employees or perform formal Employee evaluations.

F. For Overtime and Holiday work assignments: When performing the regular work of the classification that they are leading, the Lead of that specific classification will be offered the assignment only after Employees in that classification have been asked in each step of the overtime process.

SECTION 9 – PICKS AND MOVE-UPS

A. Two picks shall be held annually for Link Light Rail Facilities Employees to be effective on the start of the closest pay period to March 15 and September 15. When a facility opens or closes, a section-wide pick will occur for those job classifications affected.

B. All Employees listed in Section 1 may select by classification seniority their shift (when applicable) and two consecutive RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on the pick sheets.

C. A once-yearly vacation pick will be held during the first pick of the year. When the pick schedule is posted, RAIL will inform the UNION of the number of Employees to be off on picked vacation per block.

D. Copies of the proposed pick schedule and shifts will be posted for review no later than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than seven days prior to the pick. The effective date of the shake-up will be approximately two weeks after the pick.

E. An Employee who is unable to attend the pick may leave an absentee pick form with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so will result in the UNION representative picking an assignment for the Employee. The UNION representative shall make an effort to select an assignment comparable to the assignment most

recently worked. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

F. When RAIL determines that an Employee will be unavailable for work for an entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of the pick process.

G. If a vacant position is to be filled or a new position is created, Employees in that classification will have a move-up if requested by the UNION. Move-ups will be conducted only when they can be implemented at least 28 days prior to the end of the current shake-up.

H. Rail Laborers who were hired before June 15, 2015, will have the right in the second pick of each year to choose between working in LLR Facilities or Track & Signals.

SECTION 10 – VACATION SELECTION

A. At least one Employee or 10% rounded up to the next higher whole number, whichever is greater, in each job classification shall be allowed to use vacation in each vacation period, provided that RAIL has sufficient staffing to provide service and Employees can work under safe conditions. The UNION representatives shall conduct these vacation picks.

B. During the annual vacation selection, each Link Light Rail Facilities Employee may select a maximum of five separate blocks of vacation, in the following payroll year, each consisting of one or more full weeks. Vacation selections shall be made by seniority within a job classification. An Employee who takes their vacation in two or more blocks shall select the second block of their vacation after all Employees in their classification have made their first selection; their third selection after all Employees in their classification have made their second, etc. Employees may only pick vacation hours totaling up to their balance at the time of pick. RAIL shall post a calendar with all approved vacation selections indicated. Vacation changes shall not be allowed less than 30 days prior to the first effective day of requested leave except in emergencies, as determined by RAIL.

After the vacation pick, any other vacation requests will be honored on a first come, first served basis.

C. An Employee who does not select vacation at the annual vacation pick must

request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved by management.

D. An Employee who has not filed a vacation request according to the above Paragraphs must do so by October 1 or may be subject to losing their vacation time.

E. On September 15 of each year, RAIL will notify each Employee who has a vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

F. An Employee may use vacation leave in one-hour increments with the approval of their immediate supervisor.

G. Management will respond to a written request for any vacation or leave within seven days of receipt.

SECTION 11 – OVERTIME

A. Definitions: For the purpose of Article R23 the following definitions apply:

1. “Scheduled overtime” shall mean overtime that is being offered more than 24 hours in advance from the start of the overtime shift

2. “Unscheduled overtime” shall mean an overtime shift that will begin in less than 24 hours after RAIL has become aware of the need for overtime.

B. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the scheduled workday, except as provided in Article R13, and on an Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for the classification for actual overtime hours worked.

C. When unscheduled overtime is requested to complete a special task, the overtime will first be offered to the Employee within the classification responsible for the work. A special task shall mean:

1. non-ordinary circumstances in which the work cannot wait to be completed; or
2. work deemed unreasonable to have anyone but the existing Employee performing the work.

D. Unscheduled overtime call procedures will be as follows: For unscheduled

overtime assignments, RAIL will call a qualified Employee using the overtime contact list, by seniority, for the classification affected at the Base where overtime is needed. RAIL will then call down the list until the number of Employees needed have agreed to cover overtime. RAIL is not required to give a call-back grace period when calling down the list to staff unscheduled overtime. Employees on authorized leave will not be called for unscheduled overtime, unless it is an extreme emergency. The provisions of this section shall not apply to overtime involving inclement weather or hazardous areas in R23, Section 11.B.

E. Scheduled overtime should be posted on or before Monday, and closed not before noon on Thursday of the week prior to the scheduled overtime, if possible. If Thursday is a holiday, the posting will close on the preceding Wednesday using the same procedure.

1. Scheduled overtime will be assigned to Employees on the posting, first by base, then by shift, then by seniority within a classification provided the Employee is qualified and reasonably available.

2. If scheduled overtime is not filled from the posting, it may be offered, first by base, then by shift, then by seniority, to Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade.

3. If scheduled overtime has not been filled after all of the procedures outlined in Paragraph 2 have been followed, then it may be assigned in inverse order of seniority in the affected job classification. If the least senior Employee is not qualified or reasonably available, the overtime will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may assign overtime to any qualified Employee.

4. If RAIL is unable to post for scheduled overtime on Monday, scheduled overtime shall be offered to qualified Employees first by base, then by shift, then by seniority within classification. The offer shall be made by RAIL either in person or over the phone using the contact information provided by each Employee on the overtime contact list. Employees shall be given a minimum of 20 minutes to provide an answer to RAIL before the next Employee is offered scheduled overtime. RAIL shall call Employees on leave or vacation to offer non-posted scheduled overtime if the Employee is due to return to work before the date and time of the scheduled overtime shift.

1 **F.** A Link Light Rail Facilities Employee, who has gone home after their regular shift,
2 and who is called back to work and reports for work, will be guaranteed four hours of pay at the
3 overtime rate. If a Link Light Rail Facilities Employee can correct the situation without having to
4 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

5 **G.** If RAIL calls an Employee and offers overtime to report to work immediately and
6 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the
7 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two
8 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours
9 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to
10 work, the four hours referenced in Paragraph E will apply, timed from the first phone call.

11 **H.** A Link Light Rail Facilities Employee called in before their scheduled report time
12 and in conjunction with their regular shift will not be sent home early to avoid overtime payment and
13 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home
14 early may request permission from their immediate supervisor.

15 **I.** An Employee who works an overtime shift that ends four hours of less before the
16 start of their regular shift, with their immediate supervisor's prior approval, shall be allowed to begin
17 their regular shift immediately following the end of their overtime. The change in schedule will then
18 change the ending time of the Employee's shift for that day ending early by the amount of time that
19 the Employee began their shift early.

20 **J.** All overtime provisions will be exhausted within a base before overtime
21 opportunities are offered to Employees at other bases.

22 **K.** Overtime on any shift shall be computed at the rate paid for the Employee's
23 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the
24 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
25 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
26 into the day shift will be paid at the overtime rate with graveyard shift differential.

27 **L.** Employees must have at least one eight hour continuous rest period in any 24 hour
28 period and must have at least one ten hour continuous break in any 48 hour period.

SECTION 12 – SHIFT DIFFERENTIAL

Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Facilities Custodian	5%	7.5%
Station Custodian	5%	7.5%
Facilities Mechanic	5%	7.5%
Facilities Mechanic – Lead	5%	7.5%
Rail Laborer	5%	7.5%
Transit Maintenance Painter	5%	7.5%
Building Operating Engineer	5%	7.5%
Lead Building Operating Engineer	5%	7.5%
Lead Transit Grounds Specialist	5%	7.5%
Lead Transit Maintenance Painter	5%	7.5%

SECTION 13 – SPECIAL BENEFITS

RAIL will provide any and all tools necessary to perform all assigned mechanical work to Link Light Rail Facilities Employees.

A. Each Link Light Rail Facilities Employee shall receive eleven uniforms and shall wear a uniform during all work hours.

B. Each Employee who is required to work in inclement weather or hazardous areas

will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to Personal Protective Equipment (PPE), a rain set, hat and boots.

C. RAIL shall provide and maintain necessary safety clothing, uniforms and equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$200 (plus sales tax) per Employee. A replacement item will be issued when the item is lost, stolen, damaged or worn out.

D. When an Employee works two or more hours of overtime in conjunction with their regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the Employee's preference.

E. RAIL shall reimburse each Employee for the cost of any license(s) required in relation to their job classification or job duties, excluding the cost of the state-issued driver license.

F. For the 11/1/2019 – 10/31/2022 term of this AGREEMENT only, Employees covered by this Article shall be eligible for a reimbursement of \$200 toward the purchase of one pair of prescription safety glasses.

SECTION 14 – ATTENDANCE

A. The PARTIES recognize that Link Light Rail Facilities duties and functions are critical and that Employees have the responsibility and obligation to be at work on time each day. Link Light Rail Facilities Employees will be subject to the following terms, which supersede any conflicting provisions elsewhere in the AGREEMENT.

B. Link Light Rail Facilities will monitor and record attendance using the terms of late occurrence and unexcused absence.

C. A late occurrence:

1. of up to one hour shall be managed and recorded as follows:

a. An Employee may complete any time left on their shift.

b. An Employee may work a full eight or ten hours even though this work would continue into the next shift.

- 1 c. An Employee may not use AC time or vacation to make up lost
2 time.
- 3 d. An Employee will be paid for actual hours worked at their
4 scheduled rate of pay.
- 5 e. A late occurrence shall not create an overtime opportunity for the
6 late Employee. No grievances will be filed by other Employees claiming overtime infringements
7 should an Employee elect to work their full shift and the time worked extends into another shift.
- 8 2. of between one and two hours shall be managed and recorded as follows:
- 9 a. An Employee may complete any time left on their shift only.
- 10 b. An Employee may not use AC time or vacation to make up lost
11 time.
- 12 c. An Employee will be paid for hours worked at their scheduled rate
13 of pay.
- 14 3. Late occurrences will be recorded in a 180 day rolling time frame as
15 follows:
- 16 a. 1st through 5th occurrence – Employee and chief initial the time
17 sheet/late report card.
- 18 b. 6th occurrence – one-day suspension without pay.
- 19 c. 7th occurrence – discharge, treated as a major infraction as defined
20 in Article R4.
- 21 D. Unexcused absences (over two hours late) shall be managed and recorded as
22 follows:
- 23 1. An Employee may complete their shift only.
- 24 2. An Employee may not use AC time or vacation to supplement their regular
25 shift pay.
- 26 3. Such Employee is not eligible for overtime that day.
- 27 4. Unexcused absences will be recorded in a twelve-month rolling time frame
28 as follows:

1 a. 1st occurrence – Employee will receive Oral Reminder; chief will
2 initial the late report card.

3 b. 2nd occurrence – Employee will receive Written Reminder; chief
4 will initial the late report card.

5 c. 3rd occurrence – One-day suspension without pay.

6 d. 4th occurrence – Discharge, treated as a major infraction as defined
7 in Article R4.

8 E. An occurrence which results in a second one day suspension within 180 days of the
9 occurrence that resulted in the first suspension shall result in discharge.

10 F. Extenuating circumstances will be considered. Any request by an Employee to
11 have a late occurrence or unexcused absence removed from the attendance management record must
12 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a
13 late occurrence or unexcused absence that has been removed from the attendance management record
14 has the option to use vacation leave or AC time, as appropriate to make up lost time.

15 G. The PARTIES agree to review this Section on an annual basis.

16 ***SECTION 15 – TRAINING***

17 The PARTIES shall develop training programs in selected trade classifications. The
18 PARTIES will jointly determine the implementation of the programs. The programs will recognize
19 that workforce diversity is valued and encouraged.

20 ***SECTION 16 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE***

21 Link Light Rail Facilities Employees will participate in the Rail Labor-Management Relations
22 Committee.

23 ***SECTION 17 – UPGRADES TO CHIEF***

24 No Employee acting as or upgraded to Chief shall issue discipline to other Employees or
25 perform formal annual performance evaluations.

26 **ARTICLE R24: LINK LIGHT RAIL TRAINING**

27 ***SECTION 1 – DEFINITION OF EMPLOYEES***

- 28
 - Rail Technical Trainer

1 **SECTION 2 – GENERAL CONDITIONS**

2 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer
3 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work
4 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their
5 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days
6 executive leave annually, to be administered according to King County policy.

7 B. The Rail Technical Trainer position will be filled through an open and competitive
8 recruiting process.

9 C. When a Rail Technical Trainer is required to work on a holiday, they will have
10 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

11 D. Rail Technical Trainers will receive a second personal holiday to be used in the
12 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of
13 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

14 **SECTION 3 – SPECIAL BENEFITS**

15 All necessary safety and foul weather gear will be provided by RAIL. Each Employee
16 is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher
17 to be applied toward purchases of footgear (one pair of boots, socks and cushioned inserts identified
18 on the RAIL voucher at time of purchase). Employees may use up to \$50.00 of the voucher amount
19 to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$200 (plus
20 sales tax) per Employee.

21 **ARTICLE R25: SUPPORTED EMPLOYMENT PROGRAM**

22 **SECTION 1 – DEFINITION OF EMPLOYEES**

23 A. This Article applies to Employees who are hired through the King County
24 Supported Employment Program, which provides Career Service positions, for paid, competitive
25 employment opportunities for individuals with intellectual and developmental disabilities in
26 integrated work settings.

27 B. Employees in the Supported Employment Program will be placed in the following
28 two job classifications:

1 Supported Employment Program (SEP) Associate I

2 Supported Employment Program (SEP) Associate II

3 **SECTION 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

4 A. With respect to Article 7 (Layoff and Recall), only those in Supported Employee
5 classifications may bump others in Supported Employee classifications. Additionally, because the
6 jobs are tailored to individuals' abilities and experience, the Program Manager and the King County
7 Department of Human Resources Director or designee must review and approve any bumping
8 decisions involving Supported Employees and notify the UNION of the decision.

9 B. The job duties of a Supported Employee may cross job classifications, bargaining
10 units and/or union jurisdiction boundaries. The PARTIES understand that the process used to assign
11 duties will reflect a "customized employment process" wherein job duties may be "carved" from
12 various assignments and places to create a single Supported Employee assignment with agreement
13 from the UNION. Because a key component to a successful program includes flexibility in assigning
14 job duties based on operational need and Employee growth, as well as the ability to increase
15 responsibility as skills grow, duties will vary and may change over time.

16 C. Supported Employee Program Associates are represented by the UNION and will
17 have all rights afforded to them under this AGREEMENT.

18 D. When a job assignment crosses union lines to a significant degree, the unions will
19 be consulted and agreement between the union will be sought. The union representing the majority of
20 the work will represent the employee. Issues, concerns or disputes regarding the representation of
21 bargaining unit work assigned to Supported Employees will be discussed by the unions jointly with
22 the Supported Employment Program Manager and the appropriate representative of the Office of
23 Labor Relations. Employees will be allowed and expected to continue performing their duties, newly
24 identified and/or previously assigned, while the dispute is discussed. The parties may involve the
25 King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes.

26 E. The PARTIES acknowledge the possibility that a Supported Employee may be
27 assigned to perform work that is currently non-represented. If, however, the Employee is assigned
28 both non-represented and represented work, the Employee will be treated as a member of the

1 bargaining unit. The assignment of non-represented work to a Supported Employee will not change
2 the characterization of the work as non-represented work.

3 F. The assignment of a Supported Employee to the bargaining unit will not result in
4 the loss of bargaining unit positions, modification of the process for selection of assignments,
5 alteration of schedules, less overtime opportunities, or any other right provided by this
6 AGREEMENT or practices developed thereunder.

7 G. Supported Employees may be reclassified from current County classifications to
8 the appropriate new classifications if the Department of Human Resources determines reclassification
9 to be appropriate, with consultation with the UNION. If such reclassification occurs, the reclassified
10 Employees will suffer no loss in pay and no loss of seniority. Participation in Supported
11 Employment Program does not prohibit an Employee from working in a non-supported employment
12 classification when the Employee is able to perform all the essential functions of that classification as
13 long as seniority rules are honored.

14 H. The PARTIES will meet to assess the Supported Employment Program when
15 needed. The PARTIES will discuss any issues or concerns that have arisen since the start of the
16 program and commit to working to resolve those issues, which may include modifications to this
17 AGREEMENT.

18 I. Supported Employees will be assigned to a regular work schedule of no less than 20
19 hours per week and will be eligible for full benefits.

20 **ARTICLE R26: TEMPORARY EMPLOYEES**

21 ***SECTION 1 – DEFINITIONS***

22 A. “Term-Limited Temporary (TLT) Employee” shall mean a person who is
23 employed for a period of time at least half-time for more than 6 months with a clearly identifiable end
24 date not to exceed 3 years. Work performed by Term-Limited Temporary (TLT) Employees include
25 Grant-Funded Projects, Information Systems Technology Projects, Capital Improvement Projects,
26 and Miscellaneous Projects and/or Non-Routine Assignments (such as backfilling for Career Service
27 Employees absent from work due to leave, or Special Duty Assignment.

28 B. “Short-Term Temporary (STT) Employee” shall mean a person who is employed

1 for less than half-time in a rolling twelve month period. Work performed by Short-Term Temporary
2 (STT) Employees include peak workloads, short-term needs, project-related or seasonal work.

3 **C. Employees covered by this Article:**

- 4 **1.** Will not be used in lieu of filling budgeted Career Service positions.
- 5 **2.** Shall be considered at-will Employees for the duration of their
6 employment. Employees shall be eligible for a termination review hearing at their request. The
7 termination of an Employee under this article is not grievable.
- 8 **3.** Are not subject to the layoff and recall provisions of the AGREEMENT.
- 9 **4.** Will be assigned to work locations, shifts, and regular days off by METRO.
- 10 **5.** Will be provided with those tools necessary to perform their jobs.
- 11 **6.** Term-Limited Temporary (TLT) Employees and Short-Term Temporary
12 (STT) Employees are not eligible for Special Duty Assignments (SDA).

13 **D.** Positions filled by Employees covered by this Article will not be part of the regular
14 pick process for Career Service Employees.

15 **E.** METRO and the UNION will periodically meet to discuss the use of Employees
16 under this Article and whether the work should properly be performed by other Employees.
17 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would
18 employ a substantial number of Employees under this article.

19 ***SECTION 2 – SELECTION AS A CAREER SERVICE EMPLOYEE***

20 **A.** All Term-Limited Temporary (TLT) Employee postings shall also be posted as
21 Special Duty Assignments (SDA) for the entire bargaining unit on King County's website.

22 **B.** A Term-Limited Temporary (TLT) Employee or Short-Term Temporary (STT)
23 Employee who is selected by METRO for a Career Service position in the same classification shall
24 serve the probationary period that is required by the position; however, if the Employee has 90 or
25 more days of continuous TLT employment in the classification at the time of selection, the
26 probationary period shall be reduced by 90 days and they will receive a seniority date, vacation
27 service credits and wage progression which reflects their continuous service.

28 ***SECTION 3 – WAGES AND BENEFITS FOR SHORT-TERM TEMPORARY (STT)***

1 **EMPLOYEES**

2 A. A Short-Term Temporary (STT) non-exempt Employee shall be paid for actual
3 hours worked at the current rate in effect for their classification and length of service. Such
4 Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-
5 time hours in one workweek, or for hours worked on holidays.

6 B. A Short-Term Temporary (STT) Employee is not eligible for any Employee
7 benefits, except as described in Paragraph E below. However, Short-Term Temporary (STT)
8 Employees working on a full-time basis as defined by the Affordable Care Act, as amended, will
9 receive insured benefits to the extend required by law and King County Code.

10 C. A Short-Term Temporary (STT) Employee whose employment is extended
11 beyond 1,040 hours in a rolling twelve-month period shall receive applicable retroactive benefits to
12 the date of hire (based on established start dates of benefits).

13 D. Short-Term Temporary (STT) Employees shall accrue sick leave at the rate of
14 0.025 hours for each hour in pay status. Short-Term Temporary (STT) Employees may use accrued
15 sick leave beginning on their 61st day of employment. Short-Term Temporary (STT) Employees
16 may carry over forty hours of unused sick leave to the following year, all other unused sick leave
17 shall be forfeited. For Short-Term Temporary (STT) Employees, separation for any reason, including
18 retirement, shall cancel all of the Employee's accrued sick leave as of the date of the separation,
19 except as otherwise provided by law.

20 **SECTION 4 – WAGES AND BENEFITS FOR TERM-LIMITED TEMPORARY (TLT)**

21 **EMPLOYEES**

22 A. Term-Limited Temporary (TLT) Employees will have seniority only within a
23 group of Term-Limited Temporary (TLT) Employees in the same classification for picking vacation,
24 overtime opportunities, and for forced overtime.

25 B. A Term-Limited Temporary (TLT) Employee may serve as a lead for other Term-
26 Limited Temporary Employees. Selection for such lead positions shall be based on merit.

27 C. When METRO needs to separate one or more Term-Limited Temporary (TLT)
28 Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to

1 change that order. METRO will provide the plan for the order of separation to the UNION prior to
2 providing formal notice to the Employees.

3 **D.** A Term-Limited Temporary (TLT) Employee is eligible for benefits as stated in
4 Articles R8-R12.

5 **E.** Term-Limited Temporary (TLT) Employees will follow the wage progression as
6 stated in Articles R14.1 – R14.2.

7 **ARTICLE R27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

8 ***SECTION 1 – MODIFICATION PROVISION***

9 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,
10 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified
11 as such, and signed by the Director of the King County Office of Labor Relations/designee and the
12 UNION President/Business Representative/designee.

13 ***SECTION 2 – SAVINGS CLAUSE***

14 Should any provision of this AGREEMENT be rendered or declared invalid because of any
15 existing or subsequent legislation or by any court decision, the remaining provisions of this
16 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt
17 to renegotiate such invalidated provisions to comply with the law.

EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE	11/01/2019 +3.00%	11/01/2020 +3.00%	11/01/2021 +2.00%	5/1/2022 +2.00%
Rail Section				
Building Operations Engineer	\$40.55	\$41.77	\$42.61	\$43.46
Electromechanic	\$40.55	\$41.77	\$42.61	\$43.46
Electromechanic Trainee	\$32.44	\$33.42	\$34.09	\$34.77
Facilities Custodian	\$26.25	\$27.04	\$27.58	\$28.13
Facilities Mechanic	\$40.55	\$41.77	\$42.61	\$43.46
Facilities Mechanic Lead	\$44.61	\$45.95	\$46.87	\$47.81
Grounds Specialist	\$34.28	\$35.31	\$36.02	\$36.74
Lead Rail Facilities Custodian	\$28.88	\$29.74	\$30.34	\$30.94
Lead Electromechanic	\$44.61	\$45.95	\$46.87	\$47.81
Lead Rail Service Worker	\$36.22	\$37.31	\$38.06	\$38.82
Lead Rail Station Custodian	\$31.85	\$32.80	\$33.46	\$34.13
Lead Ground Specialist	\$37.71	\$38.84	\$39.62	\$40.41
Lead Maintenance Painter	\$44.61	\$45.95	\$46.87	\$47.81
Lead Building Operating Engineer	\$44.61	\$45.95	\$46.87	\$47.81
Lead Rail Maintenance Service Worker	\$38.89	\$40.05	\$40.85	\$41.67
Maintenance Service Center Worker	\$35.35	\$36.41	\$37.14	\$37.88
Rail Laborer	\$32.03	\$32.99	\$33.65	\$34.32
Rail Laborer Lead	\$35.23	\$36.29	\$37.02	\$37.75
Rail Operator	\$35.43	\$36.49	\$37.22	\$37.96
Rail Service Worker	\$32.93	\$33.92	\$34.60	\$35.29
Rail Technical Trainer	\$47.71	\$49.14	\$50.12	\$51.12
Signal Communications Technician	\$44.07	\$45.39	\$46.30	\$47.23
Signal Communications Technician Lead	\$48.48	\$49.93	\$50.93	\$51.95
Station Custodian	\$28.95	\$29.82	\$30.42	\$31.03
Track and ROW Maintainer	\$40.55	\$41.77	\$42.61	\$43.46
Track and ROW Maintainer Lead	\$44.61	\$45.95	\$46.87	\$47.81
Rail Supervisor	\$44.64	\$45.98	\$46.90	\$47.84

TITLE	11/01/2019 +3.00%	11/01/2020 +3.00%	11/01/2021 +2.00%	5/1/2222 +2.00%
Rail Supervisor (Operations Control Controller)	\$46.87	\$48.28	\$49.25	\$50.23
Streetcar Section				
Streetcar Maintainer	\$40.55	\$41.77	\$42.61	\$43.46
Streetcar Operator	\$35.43	\$36.49	\$37.22	\$37.96
Streetcar Operations and Maintenance Supervisor	\$46.87	\$48.28	\$49.25	\$50.23
Streetcar Operations and Maintenance Sp Trainee	\$42.18	\$43.45	\$44.33	\$45.21
Supported Employee Associate				
Supported Employee Associate - 1	\$22.01	\$22.67	\$23.12	\$23.58
Supported Employee Associate - 2	\$24.78	\$25.52	\$26.03	\$26.55

EXHIBIT RB – STATE AND CITY RETIREMENT PLANS

Questions regarding state or city retirement should be directed to King County’s Benefits Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers are as follows:

Department of Retirement Systems
Public Employees Retirement System
P.O. Box 48380
Olympia, WA 98504-8380
(360) 664-7000
(800) 547-6657
www.drs.wa.gov

City Retirement Office
720 Third Avenue, Suite 900
Seattle, WA 98104-1829
(206) 386-1293
www.seattle.gov/retirement