

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, AFL-CIO representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION” for the mutual understanding of the parties as to wages, hours and other working conditions of employment of those Employees for whom THE COUNTY has recognized the UNION as exclusive collective bargaining representative. 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 in the mutual interest of METRO and of the Employees, to provide for the operation of the services of METRO under methods which will further, and improve, 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



1 qualified and responsible workforce. The PARTIES are committed to proper training and safety of all  
2 Employees and to cooperate fully for the advancement of that purpose. Employees are entitled to fair  
3 wages and working conditions as provided in this AGREEMENT, including all protections preserved  
4 by law. Further, the PARTIES recognize that a key element in the provision of fair working  
5 conditions includes a commitment to the concept of just cause with respect to Employee discipline.  
6 To that end, the PARTIES have set forth in Article R4, Section 3, specific major infractions which  
7 will result in discharge or, under certain circumstances, suspension.

8 **DEFINITIONS**

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

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

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

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

22       The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being  
23 married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW)  
24 49.60.040.

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

28       The term “day”, as used in this AGREEMENT, shall mean calendar day, unless otherwise

1 noted.

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

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

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

## 16 **CONVENTIONS**

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

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

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

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

26 The abbreviation “RDO” stands for regular day off.

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

1 RAIL Employees, etc., involved in the provision of RAIL services.

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

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

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

6 The abbreviation “LCC” stands for Link Control Center.

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

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

10 DOCUMENTS:

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

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

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

17 ***SECTION R1.1 – SOLE BARGAINING AGENT***

18 A. METRO recognizes the UNION as the sole bargaining agent for those Employees  
19 working in the Rail Division of the King County Department of Metro Transit, (henceforth referred  
20 to as RAIL) which are listed in Exhibit RA (to Exhibit D). Current or future Employees assigned to  
21 perform work which historically or traditionally has been UNION work at RAIL or its successors, or  
22 which is agreed or legally determined, pursuant to RCW 41.56, to be UNION work, also shall be  
23 covered by the terms of this AGREEMENT.

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

26 C. METRO will notify the UNION of any change in any existing UNION job  
27 description prior to the implementation of the change. RAIL will notify the UNION of any newly  
28 created job classification within the bargaining unit. If either party requests, the PARTIES will meet

1 and/or discuss whether it is appropriate to include the new job classification into the bargaining unit.  
2 If the PARTIES disagree about the positions, the matter may be referred to the Public Employment  
3 Relations Commission pursuant to RCW 41.56.

4 **SECTION R1.2 – UNION MEMBERSHIP**

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

9 B. Upon a written authorization by an individual Employee, METRO shall deduct  
10 from the pay of such Employee the amount of dues, fees, and assessments, including COPE (or  
11 similar funds), as certified by the UNION, and remit such amount to the UNION. METRO shall  
12 honor the terms and conditions of each Employee’s written payroll deduction authorization(s). If the  
13 UNION makes a material modification to its current payroll deduction authorization card, the  
14 UNION agrees to provide METRO with the new card at least 30 calendar days prior to its use. Upon  
15 request, the UNION shall meet with METRO, no less than 14 calendar days prior to the use of the  
16 new card, to discuss any objections to the payroll deduction authorization card that METRO may  
17 have.

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

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

1 UNION. METRO may answer any Employee inquiry about process or timing of payroll deductions.

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

8 ***SECTION R1.3 – LIST OF NEW OR TERMINATING EMPLOYEES***

9 The Department of Human Resources shall furnish the UNION with a list of new and/or  
10 terminating Employees within approximately five (5) working days of an Employee's date of hire or  
11 separation.

12 ***SECTION R1.4 – UNION ACCESS***

13 METRO shall provide the UNION with access to its facilities for the purpose of presenting  
14 membership information to new Employees, consistent with the requirements of RCW 41.56.037.  
15 Duly authorized UNION officials shall be allowed to engage in membership outreach activities on  
16 METRO's property, provided the UNION officials do not interfere with the business of METRO. If  
17 either PARTY has concerns about access to the property, a UNION official's conduct or attire, or  
18 METRO's responses to the UNION official's presence, they will notify the PARTY's upper  
19 leadership and they will take immediate action to address the concerns.

20 ***SECTION R1.5 – UNION INSIGNIA***

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

24 ***SECTION R1.6 – MANAGEMENT RIGHTS***

25 The management and direction of the workforce, including work assignments, the  
26 determination of duties, the setting of performance standards, and the development of work rules to  
27 ensure the quality and efficiency of its operations and safety of Employees and the public, shall be  
28 vested exclusively in METRO, except as limited by the express language of this AGREEMENT and

1 by any practice mutually established by the PARTIES.

2 **SECTION R1.7 – UNION BULLETIN BOARDS**

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

12 **SECTION R1.8 – JOINT LEADERSHIP LABOR-MANAGEMENT RELATIONS**

13 **COMMITTEE**

14 A. The PARTIES agree to maintain a committee to be known as the “Labor-  
15 Management Relations Committee”, which may be a joint meeting with Bus Operating Divisions,  
16 including Vehicle Maintenance and Transit Facilities. This committee shall be scheduled to meet  
17 monthly for the purpose of discussing, approving, and/or proposing resolutions to:

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

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

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

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

5 **SECTION R1.9 – JOINT SAFETY AND HEALTH COMMITTEE**

6 The Joint Safety and Health Committee, which may be a joint meeting with Bus Operating  
7 Divisions, including Vehicle Maintenance and Transit Facilities, shall meet once a month or more  
8 frequently when requested by either the UNION or METRO. The committee shall consist of three  
9 members appointed by METRO and three members appointed by the UNION. Duties of the  
10 committee shall be restricted to discussing safety goals and making recommendations to help  
11 METRO improve safety standards for all RAIL job classifications.

12 METRO and the UNION are committed to providing a safe workplace and wishes to increase  
13 communication about safety concerns to Employees through their UNION. The commitment will  
14 foster a voluntary, cooperative, safe environment for the reporting of employee safety concerns. This  
15 information will be used to create recommendations to solve safety issues in a reasonably timely  
16 manner. METRO and the UNION shall convene a special work group to assess the UNION's  
17 concerns about METRO's compliance with safety laws and regulations, when a need is established  
18 by mutual agreement. The special work group shall consist of two members appointed by METRO  
19 and two members appointed by the UNION. The work group shall: 1) review METRO's compliance  
20 with safety laws and regulations; 2) make recommendations, as appropriate, for changing workplace  
21 processes and procedures; 3) assess what training may be required by law; 4) assess whether  
22 METRO's staff is conducting sufficient investigations into workplace accidents and assess what  
23 training may be required relating to investigations; and 5) make recommendations about how to  
24 enforce safety rules in the workplace.

25 The committee shall work on the following issues:

- 26 1. The PARTIES shall include health as a focus of the committee.
- 27 2. The committee may enlist the help of subject matter experts from time to time.

1                   3. The committee shall keep minutes, using a spreadsheet of items that it is  
2 addressing, and addressing urgent issues on an expedited basis.

3                   4. Recommendations of the committee shall be shared in writing with both METRO's  
4 and the UNION's leaderships for action, pursuing solutions, and elevating issues. Committee  
5 recommendations will be provided in writing to the Managing Director of Safety, Security & Quality  
6 Assurance and/or Metro Chief of Staff for consideration of implementation.

7                   5. METRO and the UNION will work to clarify the role of the various committees  
8 and huddles so that Employees understand the roles of these committees and the appropriate forums  
9 for raising safety issues.

10                  6. Any recommendations that lead to changes to this AGREEMENT must be  
11 negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and the  
12 Office of Labor Relations pursuant to Article 27, Section 1.

13                   **SECTION R1.10 – LLR AND STREETCAR JOINT SCHEDULING COMMITTEES** A

14 LLR Joint Scheduling Committee and a Streetcar Joint Scheduling Committee shall meet once per  
15 service change. Each committee shall consist of up to three members appointed by METRO and up to  
16 three members appointed by the UNION. Duties of the committees shall be restricted to discussing  
17 scheduling goals and documented concerns about schedules. The committee shall make  
18 recommendations to help METRO improve planning for the next practicable service change. If the  
19 committee believes there is not enough time at the end of the line to use the restroom based upon  
20 documented concerns, METRO shall measure actual walk time to and from the restroom. If it is  
21 proven the schedule is deficient, the committee shall discuss feasibility around schedule adjustments  
22 to reflect required restroom travel and layover time. The committee will make recommendations for  
23 these schedule adjustments to METRO. Base-specific subcommittees with representatives from both  
24 PARTIES shall be formed to discuss scheduling issues pertaining to a specific base. Any  
25 recommendations that lead to changes to this AGREEMENT must be negotiated by the PARTIES  
26 and agreed to by both the UNION Business Agent/designee and the Office of Labor Relations  
27 pursuant to Article 27, Section 1.

28                   **SECTION R1.11 – ONGOING NEGOTIATIONS CONCERNING THE GROWTH OF**



1 ***STREETCAR AND LINK LIGHT RAIL***

2           A. During negotiations, the PARTIES discussed the growth of Streetcar operations in  
3 Seattle.

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

6                   2. The PARTIES concluded that several areas of Exhibit D of the Collective  
7 Bargaining Agreement (this AGREEMENT) should be revisited and possibly updated to account for  
8 the growth of the Streetcar operations.

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

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

16           B. During negotiations, the PARTIES discussed the growth of Link Light Rail  
17 operations.

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

19                   2. The PARTIES concluded that several areas of Exhibit D of the Collective  
20 Bargaining Agreement (this AGREEMENT) should be reopened to account for the growth of Link  
21 operations.

22                   3. Additionally, the PARTIES shall reopen and negotiate in good faith any  
23 changes that are needed in order to facilitate the opening of service for future Link Light Rail  
24 Extensions.

25           ***SECTION R1.12 – COMMITTEE SELECTIONS***

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

28           ***SECTION R1.13 – PRINTING OF THE AGREEMENT***

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

4           ***SECTION R1.14 – COMMITTEE TO ADDRESS EMPLOYEE FATIGUE***

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

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

11           3. This Committee which may be a joint meeting with Bus Operating Divisions,  
12 including Vehicle Maintenance and Transit Facilities will be responsible for identifying its own  
13 goals, timelines, and deliverables.

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

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

20           6. The Committee shall develop recommendations to address Employee fatigue that  
21 include, but are not limited to, changes to METRO's policies and changes to the Collective  
22 Bargaining Agreement. The Committee's recommendations are not binding on METRO or the  
23 UNION. Any recommendations that lead to changes to the Collective Bargaining Agreement must  
24 be negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and the  
25 Office of Labor Relations, pursuant to Article 27, Section 1.

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

1                   **SECTION R1.15 – EMPLOYEE DEVELOPMENT COMMITTEE**

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

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

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

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

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

18                   D. This Committee will have the power to review, evaluate, and make  
19 recommendations to improve METRO’s work rules, policies, procedures, contract language, and  
20 other practices related to employee development. The Committee’s recommendations shall be made  
21 to the Labor Management Relations Committee (referenced in Article R1.8 of this AGREEMENT  
22 and also known as the Joint Leadership Group) or referred to a collective bargaining process for  
23 consideration and are not binding. Any recommendations that lead to changes to this AGREEMENT  
24 must be negotiated by the PARTIES and agreed to by both the UNION Business Agent/designee and  
25 the Office of Labor Relations, pursuant to Article 27, Section 1.

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

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

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

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

8 **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

9 ***SECTION R2.1 – MERIT SYSTEM AND HIRING***

10 A. The PARTIES are committed to providing equal employment opportunity for all  
11 new applicants for employment, as well as for present Employees. METRO shall recruit, select, and  
12 promote Employees and/or individuals from the community workforce on the basis of their relative  
13 knowledge, skills and abilities, and in accordance with METRO’s Equal Employment Opportunity  
14 policy statement. Upon request, METRO will inform Employees of the knowledge, skills and  
15 abilities that are the subject of interviews or role-plays for UNION positions.

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

19 C. Employees are encouraged to apply for bargaining unit positions. They may apply  
20 and compete with external candidates. Employees will receive an additional 5% on any passing test  
21 scores. Employees who are advanced to the interview stage will receive an additional 5% added to  
22 their interview scores. If an external and internal Employee candidate are equally qualified for a  
23 bargaining unit position, hiring preference will go to the internal Employee candidate. If, after  
24 minimum qualifications are evaluated in the recruitment process, there are only internal Employee  
25 candidates remaining in the process, the 5% will not need to be added.

26 D. If an Employee requests a meeting for feedback within 90 days after a recruitment  
27 process is complete, METRO will meet with the Employee to review the process and provide  
28 feedback on how to improve as a candidate and/or offer resources to better prepare for future

1 requirements.

2 ***SECTION R2.2 – NONDISCRIMINATION***

3 The PARTIES are committed to maintaining a workplace that is free from discrimination. The  
4 PARTIES shall not unlawfully discriminate against any individual Employees with respect to  
5 compensation, terms, conditions or privileges of employment by reason of sex, race, color, national  
6 origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by  
7 minimum age and retirement provisions, status as a family caregiver, military status or status as a  
8 veteran who was honorably discharged or who was discharged solely as a result of the person's sexual  
9 orientation or gender identity or expression. The PARTIES pledge to comply with all applicable laws  
10 and regulations which prohibit discrimination based on an Employee's protected class and/or require  
11 reasonable accommodations for Employees with disabilities. Except as evidence regarding just cause,  
12 allegations of unlawful discrimination shall not be a proper subject for the grievance procedure in  
13 Article R5 of this AGREEMENT. There are alternative options where an Employee's complaint may  
14 be filed, such as the COUNTY's Department of Human Resources, METRO's Equal Employment  
15 Opportunity Office, U.S. Equal Employment Opportunity Commission, and/or the Washington  
16 Human Rights Commission.

17 **ARTICLE R3: GENERAL CONDITIONS**

18 ***SECTION R3.1 – CUSTOMER COMPLAINTS***

19 The PARTIES agree that Employees have a fundamental obligation to treat the public that  
20 they serve with courtesy and respect and to provide safe transport. RAIL and the UNION reaffirm  
21 their commitment to the long-standing, reciprocal, non-disclosure policy with respect to customer  
22 complaints. RAIL will not release Operator names to customers, or disclose names of customers to  
23 Operators except as set forth in the Grievance Procedure, unless required by law.

24 ***SECTION R3.2 – TECHNOLOGICAL CHANGE***

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

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

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

6           ***SECTION R3.3 – LOST AND FOUND ITEMS***

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

9           ***SECTION R3.4 – PAYROLL DEDUCTIONS***

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

13          ***SECTION R3.5 – RESTROOMS AND FIRST AID FACILITIES***

14           A. On Routes: RAIL will arrange for access to adequate restrooms to be used by  
15 Employees in Link Light Rail and Streetcar shall take all reasonable steps to ensure each restroom’s  
16 sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to  
17 each LINK terminal, and at least one terminal of the Streetcar line. Employees shall have sufficient  
18 time to walk to and use the restroom. If Employees have concerns about the distance to or adequacy  
19 or restroom facilities along a route, or concerns about schedules that they believe have insufficient  
20 time at the end of the line to access and use a restroom, then Employees should submit a request for  
21 action through the Comfort Station Coordinator and the Senior Schedule Planner.

22           B. At RAIL’s facilities: RAIL will provide sanitary and adequate toilet facilities, and  
23 a first aid area and required equipment at all permanent work sites.

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

27          ***SECTION R3.6 – CONTRIBUTIONS AND SOLICITATIONS***

28           A. No Employee shall be compelled to contribute to any charitable, civic or other

1 public fund or collection. Such contributions shall be on a voluntary basis.

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

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

8 ***SECTION R3.7 – DEFECTIVE EQUIPMENT***

9 **A.** METRO will pay all fines for speeding and/or defective equipment issued against  
10 an Employee driving a RAIL vehicle with defective or missing equipment.

11 **B.** If an Employee receives a fine for speeding, METRO shall pay up to \$1,000 for  
12 the Employee's reasonable attorney fees for litigating the fine. If an Employee receives a fine for  
13 defective equipment as described above, METRO shall pay the Employee's reasonable attorney fees  
14 for litigating the fine. This shall not apply where an Employee was aware of or should have been  
15 aware of and failed to report the defective equipment and/or missing equipment for which the fine  
16 was issued.

17 ***SECTION R3.8 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

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

25 ***SECTION R3.9 – SERVICE LETTER***

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

28 ***SECTION R3.10 – SUBCONTRACTING***

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

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

11           ***SECTION R3.11 – VENDING MACHINE PROCEEDS***

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

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

19           ***SECTION R3.12 – PROBATIONARY PERIOD***

20           A. Each RAIL Employee newly hired into the Rail Division or hired into a new job  
21 classification with Rail Division, shall have a probationary period commencing with their date of  
22 employment in their new career service position. LLR Operators and Streetcar Operators, including  
23 Reserve Operators, shall have a probation period commencing on the date of Rail card issuance.  
24 Upon satisfactory completion of probation, the Employee will enjoy all rights of regular Employee  
25 career service status. The probationary period for Temporary Employees is covered in Article 26. An  
26 Employee who came from a Bus position to RAIL and who fails probation for any reason, other than  
27 committing a major infraction, will be returned to their Bus position if their Bus position is available.  
28 Any other Employee who fails probation will be terminated from METRO.



1                   **B.** All RAIL classifications shall have a six-month probationary period. However,  
2 Rail Supervisors shall have a twelve-month probationary period.

3                   ***SECTION R3.13 – SPECIAL DUTY ASSIGNMENTS***

4                   **A.** Definitions:

5                               **1.** Special Duty Assignment – When an Employee in a Base Position is  
6 temporarily assigned in writing to a classification, and the duties comprise the majority of the work  
7 performed for a minimum of 30 calendar days. Term-Limited Temporary (TLT) Employees are not  
8 eligible for Special Duty Assignments.

9                               **2.** Base Position – The Employee’s underlying position where they hold  
10 seniority, while on Special Duty Assignment.

11                              **3.** Bargaining Unit Position – The bargaining unit position that represents the  
12 Employee’s regular Base Position.

13                              **4.** Special Duty Bargaining Unit Position – The bargaining unit that represents  
14 the special duty position or body of work, outside the bargaining unit.

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

18                              **6.** Working out of classification/upgrade – When an Employee in a Base  
19 Position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive  
20 calendar days. Employees working out of classification may not be required to perform all the  
21 responsibilities of the higher-level classification.

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

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

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

7 D. Notice shall be posted for Employees to see at least 10 days prior to filling the  
8 special duty assignment. In the interim, METRO may fill the work consistent with this  
9 AGREEMENT, until the Employee is selected from the posting process. The terms for Special Duty  
10 Assignments are as follows:

11 1. 30 calendar days to Twelve Months – Shall be approved by METRO to  
12 provide additional staffing:

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

15 b. Due to unforeseen work caused by unique circumstances, which are  
16 not expected to reoccur; or

17 c. Needed to either develop and/or implement a new function, system  
18 or proposal.

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

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

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

27 2. Up to Two Years – Shall be approved by the Director of Human Resources  
28 or designee to perform a significant or substantial body of work such as a non-routine project or

1 related to the initiation or cessation of a County function, project or department.

2           **E.** Any Employee who is on a Special Duty Assignment for at least 6 months shall be  
3 required to spend at least 90 days in their Base Position before returning to the same Special Duty  
4 Assignment. If an Employee is foreseen to be on Special Duty Assignment, they will be marked as a  
5 no-pick in their Base Position for the duration of the assignment until they have returned to their Base  
6 Position.

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

9           **G.** Compensation, hours of work, and applicable contractual working conditions shall  
10 be consistent with the Special Duty bargaining unit's collective bargaining agreement (or Personnel  
11 Guidelines, if a non-represented Special Duty assignment) from the time the Employee is placed in  
12 the assignment until the time the Employee returns to their bargaining unit position. Contractual  
13 provisions relating to the base bargaining unit's position (i.e. reduction in force and seniority) shall  
14 continue to apply during the Special Duty Assignment.

15           **H.** An Employee on Special Duty Assignment that has a higher top step rate of pay  
16 will be placed at the first step of the Special Duty classification pay range or paid a flat 5% above the  
17 Employee's bargaining unit position rate of pay, whichever is higher. Shift differentials will not be  
18 included when calculating Special Duty pay rate. An Employee who accepts a Special Duty  
19 Assignment to a lateral position, or a lower paid position, shall receive their current rate of pay for  
20 the assignment, however it shall not exceed the top step of the SDA classification.

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

24           **J.** Paid leave taken while on a Special Duty Assignment shall be at the Employee's  
25 Special Duty pay rate. If the Special Duty Assignment is FLSA non-exempt, the Employee's Special  
26 Duty pay will be used for the computation of overtime and AC time.

27           **K.** An Employee on Special Duty Assignment will continue to advance through the  
28 pay steps of their Base Position pay range while on Special Duty pursuant to the step increase

1 schedule of the Base Position pay rules. If the Employee is at the top step in their Base Position pay  
2 range, the Employee will advance to the next step of the special duty classification pursuant to the  
3 step increase schedule of the Special Duty classification pay rules. If an Employee who served in the  
4 Special Duty Assignment is hired into the position, the Employee shall be credited pay steps for time  
5 served on the Special Duty Assignment. When the Special Duty Assignment is completed, the  
6 Employee's pay shall revert to the Base Position pay rate the Employee would have received if the  
7 Employee had not been on a Special Duty Assignment.

8 L. If the Special Duty position is converted to a Career Service position, and the  
9 Employee who served in the Special Duty Assignment is hired into the Career Service position, the  
10 Employee shall receive credit towards their probationary period for time served in the Special Duty  
11 Assignment. If the time served in the Special Duty position was longer than the required  
12 probationary period for that position, an Employee who has 90 calendar days or more of continuous  
13 employment in the classification at the time of selection, the probationary period shall be reduced by  
14 90 calendar days.

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

18 ***SECTION R3.14 – WORKING OUT OF CLASSIFICATION/UPGRADE***

19 A. Working out of classification/upgrade occurs when a supervisor assigns a regular  
20 Employee to temporarily perform the duties of a higher paid classification for less than 30  
21 consecutive calendar days. Employees working out classification/upgraded may not be required to  
22 perform all the responsibilities of the higher-level classification.

23 B. All assigned work performed in a higher paid classification as working out of  
24 classification or upgrade will be paid a working out of classification pay premium for a minimum of  
25 two hours. When an Employee is assigned such work for more than two hours up to and including  
26 four hours, they will be paid a working out of classification pay premium for four hours. When an  
27 Employee is assigned such work for more than four hours, they will be paid a working out of  
28 classification pay premium for eight hours and will be paid at the overtime rate for such

1 classification, if applicable, for time in excess of eight hours.

2 C. While working out of classification, the Employee will receive 5% working out of  
3 classification pay premium, however the increase may not exceed the top step of the position. Shift  
4 differentials will not be included when calculating 5% working out of classification pay premium.  
5 Any overtime earned while working out of classification will include the 5% premium. Paid leave  
6 (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the  
7 Employee's classification base rate of pay (without the 5% working out of classification pay  
8 premium).

9 D. This provision applies in situations where a working out of classification  
10 assignment exceeds 29 consecutive calendar days. The assignment will be converted prospectively to  
11 a Special Duty Assignment and must be posted for all bargaining unit Employees, pursuant to Article  
12 R3.13.D.

13 E. If an Employee is temporarily assigned work in a lower paid classification, such  
14 Employee shall not suffer any reduction in wages.

15 F. While temporarily working out of classification, this AGREEMENT shall continue  
16 to apply with the exception of specific work rules associated with the out-of-classification bargaining  
17 unit.

18 ***SECTION R3.15 –LEAVE DONATION***

19 A. **No Solicitation.** All donations made under this Agreement are strictly voluntary.  
20 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation  
21 or benefits in exchange for leave hours.

22 B. **Approval for Donations.** Donations require written approval from the  
23 comprehensive leave eligible donating and receiving Employees' directors. If approved, the donated  
24 leave will be available the next full pay period after notification of the donation is received by Payroll  
25 from the Department of Human Resources (DHR).

26 C. **No Cash Out of Donated Leave.** Donated leave hours are excluded from all  
27 payouts and restorations.

28 D. **No accruals on donated leave.** Accrued leave will not accrue on donated leave as

1 it is used.

2 **E. Eligibility to donate, receive and use Comprehensive Leave Eligible**

3 **Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated**  
4 **leave hours.**

5 1. The receiving Employee must have exhausted all paid leave accruals (e.g.,  
6 vacation leave, sick leave, AC time) to use donated leave.

7 2. The receiving Employee can only use donated leave for KCFML and FMLA  
8 qualifying reasons.

9 3. The leave for which the Employee is requesting donations must be for a  
10 prolonged absence. A prolonged absence is considered to be 3 or more consecutive workdays. An  
11 Employee may use donated leave intermittently after the Employee's prolonged absence if the  
12 conditions in 1 and 2 above are met.

13 4. **Vacation leave hours.** Except as provided under Section R3.15.H.2, the  
14 amount of donated vacation time cannot exceed the donating Employee's leave accrual balance at the  
15 time of donation.

16 5. **Sick leave hours.** An Employee is limited to donating a total of 25 hours  
17 of accrued sick leave per calendar year, provided the donating Employee's leave balance will be 100  
18 hours or more following the donation.

19 **F. Calculation of Donated Leave.** All donated leave hours shall be converted to a  
20 dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value  
21 will then be divided by the receiving Employee's straight time hourly rate to determine the actual  
22 number of hours received and placed in the receiving Employee's donated leave bank.

23 **G. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**  
24 **Employee Donations.**

25 1. A comprehensive leave eligible Employee may donate a portion of their  
26 accrued leave hours, as provided under Subsections R3.15.E.4 and R3.15.E.5 above, to another  
27 comprehensive leave eligible Employee.

28 2. Donation limits, as provided under Subsections R3.15.E.4 and R3.15.E.5.

1 above, are exclusive of donations to the Emergency Medical Leave Fund under R3.15.H.

2 **3. No Reversion of Donated Leave.** Donated leave hours remain with the  
3 recipient and do not revert to the donor.

4 **H. Comprehensive Leave Eligible Employee donations to an Emergency Medical**  
5 **Leave Fund – Pilot Program.**

6 1. The County will create a pilot program, whereby a comprehensive leave  
7 eligible Employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave)  
8 to an “Emergency Medical Leave Fund” (Fund) that is managed by DHR. At the County’s  
9 discretion, the pilot program can either be continued as a regular program or discontinued upon 30-  
10 day written notice to the Union.

11 **2. Donation of Vacation hours.** An Employee is limited to donating 80 hours  
12 of accrued vacation per calendar year to this Fund unless the Employee’s department director  
13 approves a greater amount.

14 **3. Process and Conditions to receive hours from the Emergency Medical**  
15 **Leave Fund.**

16 **A.** The comprehensive leave eligible Employee must submit a request  
17 to DHR for hours.

18 **B.** The maximum donation an Employee can receive up to 80 hours per  
19 calendar year based on the Employee’s normally scheduled hours during the biweekly pay period  
20 (e.g., 80, 74, or 70 hours), or 80 hours for Employees on the semi-monthly payroll period who are  
21 normally scheduled for 40 hour workweeks, prorated for part-time Employees.

22 **C.** Hours will be distributed on a first come first serve basis and only  
23 awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a  
24 no-pay status).

25 **D.** Given there is only a finite number of dollars in the Emergency  
26 Medical Leave Fund, there is no guarantee that hours will be awarded.

27 **4. No reversion of donated leave.** Donated hours not used by the donee  
28 within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund

1 and do not revert to the donor.

2 **I. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

3 The executive may implement a process providing the opportunity for comprehensive leave eligible  
4 Employees to convert accrued vacation or AC time hours, or both, into a cash donation. This process  
5 must conform to KCC 3.12.222, as amended.

6 ***SECTION R3.16 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR***

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

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

18 ***SECTION R3.17 – NEGOTIATED MEAL AND REST PERIODS***

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

26 ***SECTION R3.18 – EMPLOYEE RECOGNITION***

27 In addition to continuing existing programs to recognize outstanding performance, the  
28 PARTIES agree to establish a program to offer recognition to work teams or individuals whose



1 efforts improve the delivery of METRO services to county residents and/or achieve cost savings  
2 while maintaining or bettering the present quality of service delivery.

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

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

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

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

16 **ARTICLE R4: DISCIPLINE**

17 ***SECTION R4.1 – GENERAL***

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

23 The PARTIES agree discipline is subject to just cause and that the intent of discipline is  
24 corrective, rather than punitive, in nature.

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

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

5           **C.** Upon request, all Employees are entitled to UNION representation during any  
6 discipline investigations or meetings. Employees will be permitted to review their disciplinary record  
7 or attendance record upon advance notice to their Chief/Superintendent.

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

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

15           **F.** The RAIL Division Director, or designee, is responsible for identifying the  
16 procedures governing RAIL Operations. These processes will be defined in the issuance, control and  
17 modification of Directives, Rules, Standard Operating Procedures (SOPs), Standard Maintenance  
18 Procedures (SMPs), Notices, Special Instructions and Train Orders.

19           **G.** *The Rulebooks*, the official handbooks of the RAIL Division will specify the rules,  
20 provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws.  
21 If it is necessary to revise or change either or both of the *The Rulebooks*, the revisions or changes will  
22 be discussed with the UNION before implementation. *The Rulebooks* will be available at RAIL  
23 bases.

24           **H.** A UNION-represented Employee will not issue discipline to another UNION-  
25 represented Employee.

26           ***SECTION R4.2 – METHOD OF NOTIFICATION***

27           When an immediate supervisor wants to discuss an existing or potential disciplinary matter  
28 with an Employee, they shall notify the Employee in writing of the purpose and time limitation for

1 having the meeting. RAIL will take the Employee's work schedule into account when making the  
2 request. Any Employee required to meet with their immediate supervisor shall be paid for all time  
3 spent with the immediate supervisor.

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

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

### 11           **SECTION R4.3 –INFRACTIONS**

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

#### 18           **A. MINOR INFRACTIONS**

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

#### 27           **B. SERIOUS INFRACTIONS**

28           **1.** RAIL may determine that a performance or behavioral problem is

1 sufficiently serious in nature to lead to an unpaid suspension, subject to the principles of just cause,  
2 and are issued for the purpose of correcting the Employee's behavior.

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

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

13                                   1. Signal violation\*

14                                   2. Switch violation\*

15 \* The first one-day suspension in any twelve month period for either a signal or switch violation will  
16 be held in abeyance for one year. If no further serious infraction occurs in the twelve month period,  
17 the suspension will be converted to a written reprimand and all reference to the one-day suspension  
18 will be expunged from the Employee's personnel file. Signal and switch violations related to the  
19 same move may be considered a single infraction.

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

21                                   4. Opening the door away from a platform without  
22 authorization.

23                                   5. Reverse running a train on the mainline without Controller  
24 authorization.

25                                   6. Violation of the conditions of a work zone, walking  
26 inspection, slow zone.

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

28                                   8. Backing a train on the mainline without Controller

1 authorization and a flagger.

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

3 10. Violations of any operating rule which requires notification  
4 to and permission from Controller prior to proceeding.

5 11. Operating in excess of the authorized speed.

6 12. Failure to check under and around a train prior to  
7 movement.

8 13. Moving an LRV or streetcar protected by blue flags/tags.

9 14. Unauthorized bypass of a station by an in-service train.

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

16 c. A RAIL Employee discharged for a serious infraction will be  
17 returned to their former Bus classification on an assignment mutually agreed by the PARTIES. All  
18 RAIL infractions shall remain on such Employee's permanent METRO record.

### 19 C. MAJOR INFRACTIONS

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

### 26 D. ACCIDENTS

27 Discipline for accidents will be issued according to the rules, procedures, and review process  
28 contained in the Transit Safety Preventable Accident Review System and Accident Preventability

1 Determination procedure. Any additional work rules or behavioral issues in conjunction with an  
2 accident may result in coaching/counseling if the accident is deemed non-preventable, unless the  
3 conduct rises to the level of a major infraction. In situations where there has been a preventable  
4 accident as well as a separate infraction, an Employee will not be subject to double jeopardy  
5 (receiving accident points and being additionally disciplined for the same infraction).

6 **SECTION R4.4 – TYPES OF DISCIPLINE**

7 A. Types of discipline shall include oral reminders, written reminders, disciplinary  
8 probation, demotion, suspension and discharge.

9 B. To determine the appropriate level of discipline using the just cause standard, the  
10 seriousness of the infraction should be considered as well as other factors, including, but not limited  
11 to: Liability, injury, threat and response, the Employee’s state of mind, the Employee’s record,  
12 repeated behavior, the Employee’s tenure, etc. Factors may also include the Employee’s training  
13 record, whether the actions of others contributed to the event, and whether the Employee’s actions  
14 were willful.

15 C. Oral and written reminders will be given to the Employee by their immediate  
16 supervisor for infractions. For an oral reminder, the immediate supervisor will file a memo (copy) in  
17 the Employee’s service record covering the contents and cause for the reminder within a reasonable  
18 time after the infraction. The Employee shall sign the memo to acknowledge receipt of the oral  
19 reminder. For written reminders, an explanation will be given to the Employee in writing, with a  
20 copy filed in the Employee’s service record within a reasonable time after the infraction. The  
21 Employee shall sign the written reminder to acknowledge receipt of same.

22 D. Explanation of the suspension of any Employee by RAIL shall be given to the  
23 Employee in writing.

24 E. Whenever RAIL discharges an Employee, explanation of the discharge will be  
25 given to the Employee in writing.

26 **SECTION R4.5 – DECISION MAKING LEAVE**

27 The UNION or the Employee may request, or METRO may offer, decision-making leave. At  
28 RAIL’s discretion, they may grant the requested one-day of paid decision-making leave, when RAIL

1 agrees the Employee is at a critical juncture in their career, where they may be facing significant  
2 discipline, such as termination from employment. The purpose of this leave is to provide an  
3 Employee with the opportunity to consider their conduct in the workplace, to understand that they are  
4 facing significant discipline, and consider their ongoing employment at RAIL. Decision-making  
5 leave will typically be offered after RAIL has completed an investigation and has proposed  
6 discipline.

7 During the one (1) day of decision-making leave, the Employee must create a plan for  
8 avoiding further misconduct or discipline. Upon return from leave the Employee will be required to  
9 discuss that plan with their supervisor. As a result of this discussion, RAIL may determine not to  
10 impose its proposed discipline.

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

#### 14 ***SECTION R4.6 – REMOVING LOW LEVEL DISCIPLINE***

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

#### 22 ***SECTION R4.7 – PROBATION AND RAIL CARDS***

23 A. Except as noted below for former Bus Employees, probationary Employees who  
24 are not satisfactory, in the judgement of RAIL, will be discharged from METRO. A RAIL Employee  
25 who has come from Bus and who is not satisfactory, in the judgement of RAIL, shall be returned to  
26 their former Bus position if their Bus position is available. Operators will be returned to their last  
27 picked base per Article 15, Section 5 and Article 16, Section 5 of the Bus AGREEMENT. The  
28 Employee will not be off work without pay for more than five weekdays. Any RAIL infractions will

1 remain on their METRO record. This Paragraph does not apply to a RAIL Employee who is  
2 discharged for committing a major infraction.

3           **B.** A RAIL Operator who comes from Bus and is required to have a Rail card, and  
4 who fails to recertify their Rail Card will be removed from RAIL and returned to Bus. Unless  
5 mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section  
6 5, or Article 16, Section 5 of the Bus AGREEMENT. The Employee will not be off work without  
7 pay for more than five weekdays.

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

13           ***SECTION R4.8 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE***

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

16           ***SECTION R4.9 – WRONGFULLY SUSPENDED, DEMOTED, OR DISCHARGED***

17           **A.** If, after review of a suspension, demotion, or discharge, it is mutually agreed that  
18 an Employee who was suspended, demoted, or discharged was completely blameless of charges  
19 regarding the offense, they shall be reinstated to their former position without loss of seniority and  
20 will be paid wages lost as though they had not been suspended, demoted, or discharged. No entry  
21 shall be made on the Employee’s record of such suspension, demotion, or discharge.

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

25           ***SECTION R4.10 – RETENTION OF EMPLOYMENT/LAST CHANCE AGREEMENTS***

26           Any last chance agreement or retention of employment agreement must be signed by the  
27 Employee and the President/Business Representative/designee of the UNION and the Office of Labor  
28 Relations.



1 **ARTICLE R5: GRIEVANCE AND ARBITRATION**

2 ***SECTION R5.1 – CUSTOMER COMPLAINTS***

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

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

10 B. If the complainant consents to disclosure of their name and telephone number to  
11 the UNION, RAIL shall provide that information to the UNION. If the complainant agrees to call the  
12 UNION, METRO shall provide the complainant with the UNION designee’s name and telephone  
13 number. If RAIL reasonably determines that the complainant is vulnerable by reason of age,  
14 disability, or some other reason, METRO shall provide to the UNION the name and telephone  
15 number of the complainant’s parent or guardian.

16 C. If the complainant agrees to disclose their name and number to the UNION but not  
17 to the grievant, RAIL shall provide the name and number to the UNION designee. The UNION  
18 designee shall not disclose the complainant’s name or number to the grievant. When the UNION  
19 designee makes inquiries to the complainant, they shall explain that the complainant’s name and  
20 number will not be disclosed to the grievant.

21 ***SECTION R5.2– GRIEVANCE PROCEDURE***

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

27 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as  
28 specified in Article R8, Section 3, the time limit will be extended until 5:00 p.m. on the following

1 business day. Time limits defined in this Section may be extended by a written agreement between  
2 the PARTIES. However, should either PARTY breach the time limitation, that PARTY shall forfeit  
3 all rights and claims to the grievance; and the grievance shall be considered resolved in the other  
4 PARTY's favor; it being understood that such forfeiture does not decide the merits or establish a  
5 precedent. This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the  
6 response deadline, the UNION has the right to move the grievance to the next step.

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

16 D. If a grievance arises, it shall be put in writing, specifying the act or event being  
17 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been  
18 violated, and the remedy sought. The grievance will be handled in the following manner, except that  
19 grievances pertaining to the discharge of an Employee shall be processed in accordance with  
20 Paragraph E.

21 E. As used in this Article, "/designee" refers to an individual who has been explicitly  
22 identified by the appropriate Superintendent or Section Manager to handle the grievance in their  
23 place.

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

28 **Step 1 – The Employee's Base:** Within 15 calendar days of the act or

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

12 **Step 2 – The Employee’s Section Manager:** The grievance shall be  
13 presented to the Section Manager/designee. Thereafter, the Section Manager/designee shall meet  
14 with the Employee and the UNION Business Representative/designee to review and discuss the  
15 grievance within 15 calendar days after receipt of the Step 2 referral, unless a later date is mutually  
16 agreed by the PARTIES. If a grievance involves discipline, the person who issued the discipline will  
17 not conduct the meeting. METRO shall, within 15 calendar days following the meeting, notify the  
18 UNION in writing of its decision via the mutually agreed upon electronic method. The UNION  
19 Business Representative/designee may, within 15 calendar days from the notification, refer the  
20 grievance to Step 3. Such referral must be in writing and sent via the mutually agreed upon  
21 electronic method.

22 **Step 3 – Transit Labor Relations:** The grievance shall be presented to  
23 Transit Labor Relations. Thereafter, the Employee and UNION Business Representative/designee  
24 will meet with a committee consisting of a Transit Labor Relations designee, Section  
25 Manager/designee and other appropriate METRO personnel for the purpose of resolving the  
26 grievance. The meeting shall be held within 15 calendar days after receipt of the Step 3 referral,  
27 unless a later date is mutually agreed by the PARTIES. METRO shall, within 15 calendar days from  
28 the meeting, notify the UNION in writing of its decision via the mutually agreed upon electronic

1 method. If no agreement can be reached at Step 3, the UNION Business Representative/designee  
2 may appeal to arbitration by notifying Transit Labor Relations in writing. Such referral must be in  
3 writing and sent via the mutually agreed upon electronic method, within 60 calendar days after the  
4 UNION receives the Step 3 decision.

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

7 **Step 1 – The Employee's Section Manager:** Within 15 calendar days of the  
8 act or knowledge of the act being grieved, the Employee/Union Representative shall present or send  
9 via fax (fax send date will be the date stamp) the written grievance to their Section  
10 Manager/designee, or if their Section Manager/designee is unavailable, then to any  
11 Chief/Superintendent/designee. Prior to a Step 1 hearing, the discharged Employee may choose to  
12 appeal their discharge to the King County Personnel Board. Such appeal will withdraw and void any  
13 grievance filed through the UNION procedure. If the Employee chooses to be represented by the  
14 UNION, they waive any right to appeal to the King County Personnel Board. The Employee's  
15 immediate Section Manager/designee shall meet with the Employee and, unless UNION  
16 representation is waived in writing by the Employee, the UNION Business Representative/designee  
17 within 15 calendar days after receipt of the grievance to discuss the grievance. The meeting may be  
18 held at a later date by mutual agreement of the PARTIES. METRO shall, within 15 calendar days  
19 after the meeting, notify the UNION in writing of its decision via the mutually agreed upon electronic  
20 method. Under no circumstances will METRO be relieved of the obligation to issue a written  
21 decision and if the deadline has been missed, METRO must issue the decision within five calendar  
22 days of being notified of the missed deadline. Failure to comply with the 15 day response deadline  
23 shall result in an additional day of back pay to the Employee for each day that METRO's response is  
24 late. This additional back pay shall be paid only in the event that an arbitrator returns the discharged  
25 Employee to work. If after receiving METRO's response, the UNION Business  
26 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within  
27 15 calendar days of such notification. Such referral must be in writing and sent via the mutually  
28 agreed upon electronic method.

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

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

22                                   ***SECTION R5.3 – ARBITRATION PROCEDURE***

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

28                                   **1.** The PARTIES shall mutually agree upon a list of eight impartial arbitrators

1 as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list  
2 referred in Article 5, Section 3, Paragraph A.1 of the Bus AGREEMENT.

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

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

12                   **4.** If the PARTIES determine that an arbitrator is unacceptable or routinely  
13 unavailable and should be removed from the list, that arbitrator shall issue any outstanding decisions,  
14 but shall not be scheduled for more arbitrations.

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

20                   **B.** The submission of a grievance to the Arbitration Board shall be based on the  
21 original written grievance.

22                   **C.** No more than one grievance shall be submitted before the same arbitrator at one  
23 hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

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

27                   **E.** The power and authority of the Arbitration Board shall be to hear and decide each  
28 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of

1 this AGREEMENT.

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

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

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

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

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

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

21                   **J.** In proceedings involving customer complaints, where a complainant refuses to  
22 disclose their name to, call, or cooperate with the UNION, and the complainant is unwilling to testify,  
23 the Federal Rules of Evidence, as ruled upon by an arbitrator, shall govern the admissibility of  
24 customer complaints in arbitration hearings. The decision of one arbitrator with regard to the  
25 admissibility of customer complaints shall not be binding upon another arbitrator in another  
26 proceeding. The PARTIES agree that the arbitrator shall be informed that the complainant was  
27 unwilling to speak with the UNION and unwilling to testify. Nothing in this AGREEMENT restricts  
28 a PARTY's right to request that the arbitrator issue a subpoena compelling the attendance of a

1 complainant.

2 ***SECTION R5.4 – EXPEDITED ARBITRATION***

3 A. As an alternative to the arbitration procedure outlined in Section 3, the PARTIES  
4 may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either  
5 PARTY may request an expedited arbitration process. At the time of the request, the PARTY  
6 requesting an expedited arbitration shall outline the process desired. The requested expedited  
7 arbitration process may include, but is not limited to, some or all of the following characteristics as  
8 agreed by both PARTIES:

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

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

- 19 1. The power and authority of the arbitrator shall be to hear and decide each  
20 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of  
21 the AGREEMENT;
- 22 2. The arbitrator shall not have the authority to add to, subtract from, or  
23 modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION.  
24 The arbitrator’s decision, including upholding, modifying, or setting aside any disciplinary action  
25 and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and  
26 shall be final and binding on all PARTIES.
- 27 3. The decision of the arbitrator shall be based solely on the evidence and  
28 arguments presented by the PARTIES at the hearing.



1                   4. The expense of the impartial arbitrator shall be borne equally by both  
2 PARTIES.

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

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

6                   C. If the PARTIES are unable to agree within 14 calendar days of notification on an  
7 expedited arbitration procedure, the arbitration procedure in Section 3 shall be followed.

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

10 **ARTICLE R6: SENIORITY**

11                   ***SECTION R6.1 – CALCULATING SENIORITY***

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

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

23                   C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,  
24 and assignments will be determined by seniority earned in a specific job classification.

25                   D. For the purpose of seniority, PTO, FTO, LLR Operator and Streetcar Operator  
26 shall be considered separate classifications. All certified LLR Operators will have seniority based on  
27 their respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have  
28 seniority based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be

1 separate classification seniority for both Streetcar and LLR Operators established as follows:

2                   1. Streetcar Operators will have classification seniority separate from other  
3 Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31,  
4 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.

5                   2. LLR Operators will have classification seniority separate from other  
6 Operators based on FTO seniority. Anyone hired into the position of LLR Operator after October 31,  
7 2012, shall have LLR Operator seniority based on date of hire as an LLR Operator.

8                   E. Bus Supervisors and LLR Supervisors will have separate classification seniority,  
9 within the respective section (Bus or LLR). LLR Supervisor seniority will be based on the most  
10 recent date of hire as an LLR Supervisor or LLR Supervisor-in-Training.

11                   F. Streetcar O&M Supervisors will have seniority separate from other Supervisors  
12 and will have seniority based on date of hire as Streetcar O&M Supervisor.

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

15                   H. An Employee who has promoted or transferred to a different classification, who  
16 returns to a previous classification, shall be reinstated to the position in seniority order that they  
17 previously held, except as provided in Section 2, Paragraph E.

18                   I. An Employee who is medically separated through the interactive process with  
19 Transit Disability Services (TDS), through a non-disciplinary medical separation and who returns to  
20 their same classification within three years from the date of medical separation shall be reinstated to  
21 the seniority that they previously held. An Employee who has had a non-disciplinary medical  
22 separation and who returns to their same classification beyond three years from the date of separation  
23 will have their seniority in the job classification start on the date of their rehire. The following  
24 additional rules shall apply when rehiring Employees who have had non-disciplinary medical  
25 separations (NDMSs):

26                   1. Nothing in this AGREEMENT shall prohibit METRO from negotiating a  
27 reinstatement agreement with the UNION for an Employee who has had an NDMS.

28                   2. The UNION's Constitution and Bylaws shall determine Employee's

1 UNION seniority. METRO’s use of rehire or reinstatement terminology shall not be determinative in  
2 decisions as to seniority.

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

9                   4. The process for an Employee who has had an NDMS and who wishes to be  
10 rehired in their former classification shall be to notify the Transit Disability Services (TDS) of the  
11 County’s Reassignment Program of their medical release and renewed ability to work within the  
12 timeframe they are eligible to do so.

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

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

16                   K. Classification seniority will determine the order of layoffs, except as provided  
17 elsewhere in the AGREEMENT.

18                   ***SECTION R6.2 – PROMOTION, TRANSFER, DEMOTION, AND LAYOFF***

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

22                   B. Any King County employee not represented by the UNION who previously has  
23 attained permanent status in a UNION job classification, and who demotes, for any reason other than  
24 layoff, back to such classification after one year will not be eligible for reinstatement of classification  
25 seniority. In no case shall such a demotion displace any Employee. The UNION will be notified  
26 before an Employee returns to a UNION represented position.

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

1           **D.** An Employee who demotes to a previously held classification will be reinstated to  
2 the position in classification seniority order which they had formerly held in the classification to  
3 which they have been demoted.

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

10           ***SECTION R6.3 – TERM-LIMITED TEMPORARY (TLT) EMPLOYEES***

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

14           ***SECTION R6.4 – SENIORITY LISTS***

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

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

25           ***SECTION R6.5 – COMMITMENT TO RAIL***

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

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

11                   2. Employees opting back to their FTO/PTO classification on the Bus side  
12 during this period will return to Bus with their full classification seniority that includes all their time  
13 spent in Bus, LLR and Streetcar positions.

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

19                   4. FTOs/PTOs who have satisfactorily completed LLR or Streetcar training  
20 and have left LLR or Streetcar in good standing and for non-disciplinary reasons may return to LLR  
21 Operator or Streetcar Operator positions, respectively, at METRO's discretion. Returning LLR or  
22 Streetcar Operators will be required to successfully complete recertification/retraining as required by  
23 METRO. Returning FTOs/PTOs may not otherwise exercise their seniority to bump LLR or  
24 Streetcar Operators from their positions and will have their seniority based on their most recent hire  
25 date as an LLR or Streetcar Operator.

26                   5. Annually, on a date established by METRO, LLR Supervisors may  
27 announce their intentions to return to Bus Supervisor positions. No more than one LLR Supervisor  
28 may return to Bus Supervisor classifications at that time. This option is available only to those LLR

1 Supervisors who were previously Bus Supervisors.

2                   6. Bus Supervisors who have previously qualified as LLR Supervisors and left  
3 in good standing may return to LLR Supervisor positions at METRO's discretion. Returning LLR  
4 Supervisors will be required to successfully complete recertification/retraining as required by  
5 METRO. Bus Supervisors may not otherwise exercise their seniority to bump LLR Supervisors from  
6 their positions.

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

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

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

19                   10. Any Employee who fails Streetcar training or Streetcar probation, or  
20 returns to Bus or LLR in any manner other than through the annual system, shall not be permitted to  
21 return to Streetcar for two years, except at METRO's discretion. Any Employee who fails LLR or  
22 RSIT training, or LLR or RSIT probation, or returns to Bus or Streetcar in any manner other than  
23 through the annual system shall not be permitted to return to LLR for two years, except at METRO's  
24 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 classification  
3 as described above in this Section. Bus side Employees who enter the RAIL training program, and  
4 either fail the training program or fail the established probation period, will not lose their seniority if  
5 they are returned to the Bus side in the manner described above in this Section.

6           C. Streetcar Reserve Operators may return to their FTO/PTO classification during  
7 Streetcar operator training. Once Streetcar Reserve Operators have completed training and have their  
8 Rail card, they will need to spend a full year as a Streetcar Reserve Operator. Upon completing a full  
9 year on the Streetcar Reserve Operator list, they may opt to return to their FTO/PTO classification.

10           1. Employees opting back to their FTO/PTO classification on the Bus side will  
11 return to Bus with their full classification seniority that includes all their time spent in Bus, LLR, and  
12 Streetcar positions.

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

18           3. If they want to return to Streetcar, they will need to apply through the  
19 recruitment process and successfully complete the full operator training program.

20 **ARTICLE R7: LAYOFF AND RECALL**

21           ***SECTION R7.1 – REASON FOR LAYOFF***

22           METRO will not lay off any Employee except due to reduction in service, lack of work, lack  
23 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45  
24 calendar days or more in advance in order to allow the PARTIES to investigate whether Employees  
25 scheduled for layoff may continue to be employed by METRO. If a reduction in the work force  
26 should prove unavoidable and provisions cannot be made to retain affected Employees at different  
27 job classifications within METRO, then such Employees will be referred to the King County Career  
28 Support Services. Should the King County Career Support Services cease to exist or to provide the

1 necessary services, the PARTIES will form a relocation task force to seek alternate gainful  
2 employment for affected Employees.

3 **SECTION R7.2 – METHOD OF REDUCTION**

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

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

13 **SECTION R7.3 – RECALLING LAID-OFF EMPLOYEES**

14 A. METRO shall notify the UNION a minimum of ten (10) calendar days prior to  
15 issuing laid-off Employee recall notifications. An Employee shall be eligible for reinstatement for 24  
16 months following layoff and shall be recalled to service in the order of their classification seniority.  
17 To be eligible for reinstatement, a laid-off Employee must keep METRO informed of their current  
18 address. The laid-off Employee must also be able to meet the qualifications for the Position to be  
19 eligible for recall, including, if applicable, possession of a current valid Washington State Class B  
20 Commercial Driver’s License with passenger endorsement. If the position is safety sensitive, the laid-  
21 off Employee must submit to drug testing and test negative for the presence of controlled substances,  
22 sign a Consent Form of Release of Information for each employer for the past two years, successfully  
23 pass a driving abstract review, successfully pass a background review, successfully pass a  
24 background check for Alcohol and Controlled Substances testing and CDL background information,  
25 and must possess a valid medical card issued by DOT. The laid-off Employee may be required to  
26 complete a pre-employment physical examination. Failure to complete these requirements will  
27 remove the laid-off employee from the recall process. METRO’s obligation to offer reinstatement  
28 shall be fulfilled by mailing a notice by tracked mail to the most recent address supplied by the laid-



1 off Employee and the UNION will receive a copy of that notification. A laid-off Employee must  
2 notify METRO within 15 calendar days after such reinstatement offer has been mailed by METRO  
3 and report for work at the time and place stipulated in the notice.

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

7           **C.** The parties acknowledge that the recall list is managed in seniority order but that  
8 dates and times of the actual return to work may not occur in order of seniority due to factors such as  
9 background checking and re-hiring practices. Following their recall training, Employees laid-off and  
10 recalled shall be reinstated to the position, and the pick list if applicable, in their original seniority  
11 order.

12           **D.** All Employees reinstated under the terms of this Article shall have their pay step  
13 and vacation accrual rate restored to the step or rate held at the time of layoff. Pay step progression  
14 and leave accrual progression shall continue with the date of rehire, with “time-in-service” credit  
15 being given for the time spent in the pay step or leave accrual rate prior to layoff. However, no  
16 “time-in-service” credit shall be given during the layoff period itself; except that Employees  
17 reinstated under the terms of this Article, but who have secured employment with the County in  
18 another position, shall continue to receive any leave accrual progression which they have earned  
19 while maintaining leave eligible benefited County service.

20           **E.** A laid-off Employee’s previous King County Metro accident record will not be  
21 used to determine eligibility for recall. An Employee’s accident record will be paused at layoff and  
22 will resume at recall in accordance with the Preventable Accidents Discipline Procedure.

23           **F.** Employees reinstated under the terms of this Article are considered to have served  
24 their probationary period in full.

25           ***SECTION R7.4 – EMPLOYEES WHO HAVE HAD NON-DISCIPLINARY MEDICAL***  
26 ***SEPARATIONS (NDMS’s)***

27           **1.** If an Employee who was separated by NDMS enters the Reassignment Program at  
28 a time when a layoff list is in place, they cannot be returned to work until all the Employees on the

1 layoff list with more seniority have been returned to work.

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

6 **ARTICLE R8: HOLIDAYS**

7           ***SECTION R8.1 – LLR OPERATORS, STREETCAR OPERATORS, O&M***  
8 ***SUPERVISORS, AND LLR SUPERVISORS***

9           Eligible Employees in the classifications of LLR Operator, Streetcar Operator, O&M  
10 Supervisor, and LLR Supervisor shall be granted the thirteen holidays specified in Section R8.3 as  
11 days off with eight hours of holiday pay. An Employee who is on RDO or vacation on the day of  
12 observance shall receive eight hours AC time to compensate for the holiday pay. An Employee who  
13 works on the day of observance, as a part of their regular work schedule, will receive eight hours  
14 holiday pay for such day and will receive AC time for all time worked, calculated in the method  
15 provided in this AGREEMENT for work performed on non-holidays.

16           ***SECTION R8.2 – OTHER EMPLOYEES***

17           A. Eligible Employees, except Employees in the classifications of LLR Operator,  
18 Streetcar Operator, O&M Supervisor, and LLR Supervisor, shall be granted the thirteen holidays  
19 specified in Section R8.3, as days off with eight hours holiday pay. An Employee, who is on RDO or  
20 vacation on the day of observance, shall receive eight hours AC time to compensate for holiday pay.  
21 An Employee who works on the day of observance, as part of their regular work schedule, will  
22 receive eight hours holiday pay for such day and will receive AC time at the rate of time and one-half  
23 for all time worked.

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

25           ***SECTION R8.3 – DAYS OF OBSERVANCE***

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

1 holidays designated below falls on Saturday, the holiday shall be observed on Friday.

2 New Year's Day	Labor Day
3 Martin Luther King Junior Day	Veterans Day
4 Lincoln's Birthday	Indigenous Peoples' Day
5 Presidents' Day	Thanksgiving Day
6 Memorial Day	Mark McLaughlin Day (Day after Thanksgiving)
7 Juneteenth	Christmas Day
Independence Day	

8 **SECTION R8.4 – PERSONAL HOLIDAY**

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

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

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

16 2. The personal holiday will be paid upon termination or retirement, provided  
17 the Employee has not taken the personal holiday during the payroll year.

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

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

22 **SECTION R8.5 – SHIFT DIFFERENTIAL**

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

24 **SECTION R8.6 – ELIGIBILITY**

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

27 1. Be on the payroll the scheduled workdays immediately before and after the  
28 holiday which may include Washington State Paid Family Medical Leave as described in Subsection

1 3 below; and;

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

4 3. If an Employee is on protected Washington State Paid Family Medical  
5 Leave on one of the days immediately before or after holiday, but they work the other day, they will  
6 be eligible for the holiday pay.

7 4. If the employee is on a continuous unpaid leave that includes the holiday,  
8 they are not eligible for holiday pay.

9 **ARTICLE R9: VACATION**

10 ***SECTION R9.1 – VACATION ENTITLEMENT***

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

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

16 C. The applicable accrual rate for all RAIL Employees will be based upon months of  
17 active service since the Employee’s most recent date of employment with METRO.

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

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

22 F. Vacation Accrual Table

23

24 1. Months 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 Based on 8 Hour Days	6. Maximum Hours at End of Payroll Year
25 Date of hire	.0385	3.080	80	10	160
26 60	.0577	4.616	120	15	240
27 120	.0770	6.160	160	20	320

28

1. Months 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 Based on 8 Hour Days	6. Maximum Hours at End of Payroll Year
192	.0808	6.464	168	21	336
204	.0847	6.776	176	22	352
216	.0885	7.080	184	23	368
228	.0924	7.392	192	24	384
240	.0962	7.696	200	25	400
252	.1001	8.008	208	26	416
264	.1039	8.312	216	27	432
276	.1078	8.624	224	28	448
288	.1116	8.928	232	29	464
300	.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 this 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. Comprehensive leave eligible Employees may use vacation leave hours in the pay period after they are accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this AGREEMENT.

**SECTION R9.2 – 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

1 pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere with the  
2 function of RAIL; but which provides a minimum amount of picked vacation time approximately  
3 equal to the amount of annual vacation accrued by the workforce by classification.

4 **SECTION R9.3 – SELECTION OF VACATIONS**

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

8 **SECTION R9.4 – VACATION PICK LIMITS**

9 A. An LLR or Streetcar Operator may carry over vacation based on the following  
10 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

11  
12  
13  
14  
15  
16  
17  
18  
19 At pick, an Employee may elect not to select up to the number of hours contained in the table above.

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

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

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

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

4 ***SECTION R9.5 – VACATION CASH OUT***

5 RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to cash  
6 out a portion of their vacation, provided they pick a minimum of 80 hours of vacation. During the  
7 first and second, if there is a second, vacation pick(s) of the calendar year for an Employee’s work  
8 unit, an Employee may elect to cash out a yearly minimum of eight hours up to a yearly maximum of  
9 60 hours of their current vacation balance. Employees may elect to receive the cash out payment at  
10 each vacation pick of the year.

11 ***SECTION R9.6 – VACATION PAY UPON EMPLOYEE TERMINATION***

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

14 ***SECTION R9.7 – VACATION AFTER MILITARY LEAVE OF ABSENCE***

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

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

20 C. An Employee entering active military service will continue to accrue vacation for  
21 time spent in military service up to a maximum of one year. Such accrual will be credited to the  
22 Employee upon return to METRO from military leave.

23 ***SECTION R9.8 – VACATION – UNION BUSINESS LEAVE***

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

1 employment with METRO, they will be paid at the rate in effect when the leave of absence began.

2 **ARTICLE R10: LEAVES OF ABSENCE**

3 ***SECTION R10.1 – GENERAL***

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

13 ***SECTION R10.2 – BEREAVEMENT LEAVE***

14 A. Employees eligible for comprehensive leave benefits shall be granted up to five  
15 days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a  
16 member of the Employee’s immediate family. Leave must be taken within 18 months from the date  
17 of the death.

18 B. Immediate family shall be defined as the Employee’s:

- 19 1. spouse or domestic partner,  
20 2. legal guardian, ward, or any person whom the Employee has legal custody,  
21 3. the following family members of the Employee, the Employee’s spouse, or  
22 the Employee’s domestic partner:  
23 a. a child,  
24 b. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a  
25 person who stood or stands in loco parentis),  
26 c. a grandparent,  
27 d. a child-in-law,  
28 e. a grandchild, or



1 f. a sibling.

2 C. Employees who are not eligible for comprehensive paid leaves may be granted  
3 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

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

6 E. Any additional paid leave may be approved by mutual agreement between the  
7 County and the Employee.

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

11 ***SECTION R10.3 – UNION BUSINESS***

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

21 B. RAIL may authorize compensation for UNION Executive Board Officers who are  
22 performing work-related business.

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

28 D. All full-time Local 587 UNION Officers, one International UNION Officer and/or

1 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

2 E. If an Employee is granted a leave of absence, they will continue to accrue all types  
3 of seniority, including vacation accrual credit, during the effective period.

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

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

10 ***SECTION R10.4 – JURY DUTY***

11 A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test,  
12 an Employee shall immediately notify their immediate supervisor. If an Employee is used for jury  
13 duty and submits proof of report for same, they shall receive time off with pay at their regular rate of  
14 pay for their regular assignment, not to exceed eight hours per day for each day served.

15 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for  
16 travel expenses may be retained by the Employee.

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

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

25 ***SECTION R10.5 – MILITARY LEAVE***

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

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

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

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

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

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

11                   ***SECTION R10.6 – PARENTAL LEAVE***

12                   **A.** Up to twelve weeks of paid parental leave shall be granted to Employees pursuant  
13 to King County Code for the birth of an Employee’s child, the Employee’s adoption of a child or the  
14 foster-to-adopt placement of a child with the Employee. In cases of adoption or foster-to-adopt  
15 placement, leave must be taken within one year of the child’s birth or placement in the home.

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

26                   ***SECTION R10.7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT***

27                   As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee  
28 may take up to a combined total of twelve weeks of leave for their own serious health condition (as

1 defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster  
2 care of a child, or for the serious health condition of an immediate family member (an Employee's  
3 child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section,  
4 an Employee must have been employed by King County for twelve months or more and have worked  
5 a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or  
6 intermittent.

7 ***SECTION R10.8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT***

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

15 **B.** Intermittent leave is subject to the following conditions:

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

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

25 ***SECTION R10.9 – CONCURRENT RUNNING OF LEAVE***

26 Leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run  
27 concurrently to the extent permitted by all applicable laws. Leave taken under King County Family  
28 and Medical Leave, as described in Section 8, shall run concurrently with any other leaves that are

1 available under all applicable laws. Washington Paid Family Medical Leave will run concurrently  
2 with the Federal Family Medical Leave and the King County Family Medical Leave.

3 ***SECTION R10.10 – WITNESS LEAVE***

4 A. Any Employee called as a witness on behalf of METRO during an investigation,  
5 hearing, arbitration, or trial shall receive regular compensation.

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

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

11 ***SECTION R10.11 – ON-THE-JOB INJURY LEAVE***

12 A. Employees who take on-the-job injury (“OJI”) leave are expected to follow the  
13 directives outlined in the King County “Workers’ Compensation - Employee Responsibilities”  
14 policy, including but not limited to following all standard call-in procedures to report absences,  
15 staying in touch with Safety & Claims, providing necessary information to Safety & Claims, and  
16 reporting when their medical provider has released them to return to work, and reporting to work on  
17 the date they are released to return by their medical provider.

18 **ARTICLE R11: SICK LEAVE**

19 ***SECTION R11.1 – ACCRUAL OF SICK LEAVE***

20 A. Comprehensive leave-eligible Employees shall accrue sick leave benefits at the  
21 rate of 0.04616 hours for each hour in paid status, excluding overtime up to a maximum of 3.6928  
22 hours per bi-weekly pay period, unless additional leave is required by law. There shall be no limit to  
23 the number of sick leave hours that an Employee eligible for comprehensive leave benefits may carry  
24 over from year-to-year.

25 B. Short-Term Temporary (STT) Employees shall accrue sick leave at the rate of  
26 0.025 hours for each hour in pay status. STT Employees may carry over 40 hours of unused sick  
27 leave to the following calendar year. At the end of the pay period that includes December 31, all  
28 unused accrued sick leave over 40 hours will be forfeited. For STT Employees, separation for any

1 reason shall cancel all of the Employee’s accrued sick leave as of the date of the separation, except as  
2 otherwise provided by law. If an Employee returns to county employment within two years of the  
3 separation, the Employee’s previously accrued, unused paid sick leave will be restored.

4 C. All Employees shall accrue sick leave from their date of hire.

5 D. An Employee is not entitled to use sick leave until after it appears on the  
6 Employee’s sick leave bank. Medical verification shall not be required if an Employee has a partial  
7 amount of sick leave banked to cover the day's assignment.

8 ***SECTION R11.2 – PAYMENT OF SICK LEAVE***

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

13 B. Comprehensive leave-eligible Employees who have successfully completed at least  
14 five years of County service and who retire as a result of length of service or who terminate by reason  
15 of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an amount  
16 equal to 35% of their unused, accumulated sick leave multiplied by the Employee’s classification  
17 base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.  
18 Retirement as a result of length of service means an Employee is eligible, applies for and begins  
19 drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon  
20 terminating County employment. If a retiree who cashes out their sick leave is rehired within 12  
21 months, that Employee is entitled to restoration of the sick leave balance that was not cashed out. A  
22 retiree who returns to work will not be entitled to any cash out of their restored sick leave balance  
23 when they leave County employment.

24 ***SECTION R11.3 – EXHAUSTION AND RESERVE OF SICK LEAVE BALANCES***

25 A. If the injury or illness is compensable under the METRO’s workers compensation  
26 program, then the Employee has the option to augment or not augment wage replacement payments  
27 with the use of accrued sick leave.

28 B. When sick leave is taken to care for a family member, the Employee shall choose

1 at the start of the leave whether the particular leave will be paid or unpaid; but when an Employee  
2 chooses to take paid leave for family reasons, they may set aside a reserve of up to 80 hours of  
3 accrued sick leave.

4 ***SECTION R11.4 – ACCEPTABLE USAGE OF PAID SICK LEAVE***

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

6 1. An absence resulting from the Employee’s mental or physical illness, injury  
7 or health condition; to accommodate the Employee’s need for medical diagnosis, care or treatment of  
8 mental or physical illness, injury or health condition; or for Employee’s need for preventive medical  
9 care.

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

14 3. In the event the County facility an Employee works in is closed by order of  
15 public official for any health-related reason, or when an Employee’s child’s school or place of care is  
16 closed by order of a public official for a health-related reason;

17 4. For absences that qualify for leave under the Domestic Violence Leave Act,  
18 Chapter 49.76 RCW. The intent of this law is to reduce domestic violence, sexual assault, and  
19 stalking by enabling victims to maintain the financial independence necessary to leave abusive  
20 situations, achieve safety, and minimize physical and emotional injuries, and to reduce the  
21 devastating economic consequences of domestic violence, sexual assault, and stalking to employers  
22 and Employees. This law was designed to allow victims of domestic violence, sexual assault, and  
23 stalking to be able to recover from and cope with the effects of such violence and participate in  
24 criminal and civil justice processes without fear of adverse economic consequences. The law was  
25 also enacted to allow victims of domestic violence, sexual assault, or stalking to be able to seek and  
26 maintain employment without fear that they will face discrimination;

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

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

3                   7. Employee's exposure to contagious diseases and resulting quarantine.

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

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

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

12                   3. A spouse;

13                   4. A domestic partner;

14                   5. A grandparent;

15                   6. A grandchild; or

16                   7. A sibling.

17                   ***SECTION R11.5 – COORDINATION OF SICK LEAVE AND WORKERS***

18                   ***COMPENSATION***

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

23                   **B.** An Employee who chooses to augment workers’ compensation payments with the  
24 use of accrued sick leave shall notify the workers’ compensation office in writing at the beginning of  
25 the leave. Absent such notification, sick leave will automatically be used to supplement such  
26 payments except where prohibited.

27                   **C.** An Employee may not collect sick leave and workers’ compensation wage  
28 replacement pay for physical incapacity due to any injury or occupational illness that is directly



1 traceable to employment other than with the County.

2 ***SECTION R11.6 – PROCEDURES FOR USE OF SICK LEAVE***

3 A. METRO is responsible for proper administration of the sick leave benefits.

4 Employees must provide reasonable notice of an absence from work that qualifies for paid sick leave.

5 Such notice must not interfere with an Employee’s lawful use of paid sick leave.

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

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

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

19 ***SECTION R11.7 – VERIFICATIONS***

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

24 B. If the verification request results in an unreasonable burden or expense on the  
25 Employee, the Employee and the Employee’s supervisor will meet and discuss alternatives to  
26 providing the verification.

27 C. If an Employee is taking paid sick leave for domestic violence reasons, the  
28 Employee must provide verification of the need for leave by providing the Employee’s supervisor

1 with a police report indicating that the Employee or the Employee’s family member was a victim of  
2 domestic violence; a court order or other evidence from the court or the prosecuting attorney that the  
3 Employee or the Employee’s family member appeared or is scheduled to appear in court in  
4 connection with a domestic violence incident or the Employee’s written statement that the Employee  
5 or the Employee’s family member is a victim of domestic violence and that the leave was taken for a  
6 reason stated in RCW 49.76.030.

7 **D.** An Employee has 10 calendar days from the first day of paid sick leave to provide  
8 verification to the Employee’s supervisor.

9 ***SECTION R11.8 – ADDITIONAL PROVISIONS RELATING TO SICK LEAVE***

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

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

16 **C.** Each Employee must sign an annual acknowledgement of sick leave policy. The  
17 form confirms that the Employee’s absence is for a reason permitted by Article 11, Section 4,  
18 Paragraph A, and that the Employee understands use of sick leave in a manner inconsistent with  
19 Article 11, Section 4, Paragraph A constitutes a falsification of a sick report, which is a major  
20 infraction per Article R4, Section 3. An Employee who refuses to sign the annual acknowledgment  
21 of sick leave policy shall receive an unexcused absence for each day or partial day of absence for  
22 which there is no signed certification.

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

- 25 **1.** An Employee is absent for more than five consecutive workdays, or
- 26 **2.** An Employee has insufficient accrued sick leave to cover an absence for a  
27 reason permitted by Article 11, Section 4, Paragraph A and requests use of AC time, vacation or  
28 unpaid leave.

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

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

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

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

12 ***SECTION R11.9 – PROCESS FOR REQUESTING SICK LEAVE***

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

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

22 ***SECTION R11.10 – FITNESS FOR DUTY***

23 A. When METRO believes that an Employee who has reported for work appears  
24 unable to work due to a medical condition, the Employee will be sent home. METRO will put the  
25 Employee on Paid Administrative Leave (PAL) for the day in order to allow the Employee to visit a  
26 medical provider for an assessment of fitness for duty.

27 B. When an Employee is under disciplinary investigation, METRO may, at its  
28 discretion, place the Employee on Paid Administrative Leave (PAL). During this time, if the

1 Employee presents medical information that disqualifies the Employee from being able to work,  
2 METRO will place the Employee on medical leave (paid or unpaid, depending on their rights under  
3 this Article).

4 **ARTICLE R12: BENEFITS**

5 ***SECTION R12.1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM***

6 ***DISABILITY BENEFITS***

7 A. All regular Employees and their dependents will be covered by the medical, dental,  
8 vision, life, and long-term disability plans as described in MOA 410U0422, which appears as Exhibit  
9 E. King County shall make the following contributions on behalf of the Employer to the insured  
10 benefits plans:

11 2023: \$1,600 per Employee per month.

12 2024: \$1,629 per Employee per month.

13 2025: King County shall make contributions on behalf of the Employer to the insured  
14 benefits plans for 2025 as determined in 2025 benefits negotiations.

15 B. METRO will not make unilateral changes to existing benefits.

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

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

23 ***SECTION R12.2 – MEDICAL BENEFITS – RETIREES***

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

27 a. The Employee retires from service with the County during the term of this  
28 Agreement; and

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

3                   c. The Employee is not eligible for Medicare.

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

7                   **SECTION R12.3 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

8                   METRO provides, for all Employees, special coverage in the event of a felonious assault  
9 under the County’s Accidental Death and Dismemberment Insurance benefit, as developed by the  
10 PARTIES. METRO will maintain an Employee’s Family Benefit package for eligible dependents for  
11 a period of nine (9) months following the death of any Employee killed in the line of duty.

12                   **SECTION R12.4 – PERSONAL PROPERTY LOSS BENEFIT**

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

15                               1. The armed robbery, theft or assault occurs while the Employee is at work;  
16 and,

17                               2. The property was in the personal possession of the Employee at the time of  
18 the theft or robbery or, in the case of LLR or Streetcar Operators, the property was on the train and  
19 was not left unattended, except when the Operator was required to leave the driver’s compartment to  
20 attend to official METRO duties; and,

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

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

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

Item	Maximum Value
Watch	replacement value up to \$55.00
Uniform clothing	replacement

Item	Maximum Value
Wallet	replacement value up to \$25.00
Bag, Purse or Backpack	replacement value up to \$55.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement
Prescription Eyeglasses	replacement value up to \$300.00
Cell Phone	Replacement value up to \$150.00

***SECTION R12.5 – TRANSIT PASS***

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

***SECTION R12.6 – 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 follows:

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

The percentage shall be as follows:

- a.** For the first 60 workdays missed – 100%.
- b.** For the next 60 workdays missed – 90%.
- c.** For the next 140 workdays missed – 80%.

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

**3.** To determine net take-home pay, the Payroll Section will calculate the

1 Employee's hourly wage at the time of injury times 80 hours minus mandatory deductions.

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

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

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

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

11                   3. Be available for medical treatment and/or vocational rehabilitation,  
12 consultation, or services.

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

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

17                   6. When notified at least 48 hours in advance, attend all meetings and  
18 independent medical examinations scheduled by METRO concerning the Employee's status or claim,  
19 unless other medical treatment conflicts with the METRO appointment and the Employee notifies  
20 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours  
21 prior to such meeting or examination.

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

25                   D. An Employee who misses work due to an on-the-job injury will continue to accrue  
26 vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during  
27 each calendar year. One such 90-day timeframe for accruals will be allowed for each industrial  
28 injury.

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

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

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

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

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

19 ***SECTION R12.7 – LEGAL DEFENSE***

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

24 ***SECTION R12.8 – COMMERCIAL DRIVER LICENSE***

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

27 ***SECTION R12.9 – GENERAL CONDITIONS***

28 A. Benefit premiums paid by an Employee shall be deducted in equal installments



1 from the first and second paycheck of every month.

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

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

8           ***SECTION R12.10 – ACCUMULATED COMPENSATORY TIME***

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

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

15           **C.** AC time in excess of 80 hours shall be paid in cash at the end of each pay period.  
16 All banked AC time shall be paid in cash in the last full pay period of the year.

17           **D.** Except as provided elsewhere in this AGREEMENT, and consistent with daily  
18 staffing requirements, RAIL will determine the number of Employees allowed to have time off. An  
19 Employee may use AC time for a reasonable amount of compassionate leave under warranting  
20 circumstances, as determined by RAIL.

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

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

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

28           ***SECTION R12.11 – RETIREMENT ACKNOWLEDGMENT***

1           Upon retirement, METRO will authorize the expenditure of up to \$100 per Employee for the  
2 purpose of acknowledging that Employee’s service to the citizens of King County. The Employee  
3 shall choose the form of acknowledgment from two options: either a celebration, including  
4 refreshments, at the worksite or a luncheon with the Employee’s immediate supervisor. In addition,  
5 each retiring Employee shall receive a METRO bus stop sign with their name imprinted on it if they  
6 worked on the Bus-side and a Rail plaque.

7           ***SECTION R12.12 – COMMERCIAL DRIVER LICENSE MEDICAL COSTS***

8           Medical examinations that are required for the purpose of obtaining or maintaining a  
9 Commercial Driver License for current Employees, if the position is required to have a CDL, will be  
10 paid for by Metro through an occupational health vendor, or vendors, that have been selected by King  
11 County. There shall be no cost to Employees, provided that Employees use King County’s  
12 occupational health vendor(s).

13 **ARTICLE R13: ALTERNATIVE WORKWEEK ASSIGNMENTS**

14           ***SECTION R13.1 – DEFINITION OF ALTERNATIVE WORKWEEK EMPLOYEES***

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

17           B. A “4/40 Employee” shall mean a regular full-time Employee whose assignment is  
18 guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight  
19 hours straight-time pay per day for five days per week.

20           C. RAIL and the UNION may define other types of Alternative Workweek Employee  
21 statuses, such as but not limited to 9/80 schedules, 8/10 six-off, or 5-3/10 four-off, and will amend  
22 this Article as needed to address issues concerning the hours of Employees who work on these new  
23 schedules. Employees in non-exempt positions are ineligible to participate in a regular alternative  
24 work schedule that allows over 40 hours of work in any given seven-day FLSA workweek.

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

27           ***SECTION R13.2 – REGULAR DAYS OFF***

28           Each 4/40 Employee shall have three RDOs per week, including at least two consecutive

1 days.

2 **SECTION R13.3 – HOLIDAYS**

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

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

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

10 4. An Employee who is on an RDO on the day of observance and does not work:  
11 Shall receive 8 hours of AC time to compensate for holiday pay.

12 5. An Employee who is on an RDO on the day of observance but performs work:  
13 Shall receive 8 hours of AC time to compensate for holiday pay plus pay at the applicable holiday  
14 rate for all time worked.

15 6. An Employee who is on vacation on the day of observance: Shall receive 8 hours  
16 of AC time to compensate for holiday pay and will use 10 hours of vacation pay.

17 **SECTION R13.4 – PERSONAL HOLIDAY**

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

20 **SECTION R13.5 – VACATION AND AC TIME**

21 While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten  
22 hours per day for each regular workday.

23 **SECTION R13.6 – BEREAVEMENT LEAVE**

24 A. 4/40 Employees eligible for comprehensive leave benefits shall be granted up to  
25 four days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a  
26 member of the Employee’s immediate family, as defined in Article R10, Section 2, Subsection B.  
27 Leave must be taken within 18 months from the date of the death.

28 B. Employees who are not eligible for comprehensive paid leaves may be granted

1 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.  
2 When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.  
3 Any additional paid leave may be approved by mutual agreement between the County and the  
4 Employee. An Employee on bereavement leave will be paid their straight-time rate of pay for days  
5 on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum  
6 of ten hours per day.

7 ***SECTION R13.7 – JURY DUTY/MILITARY LEAVE***

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

12 ***SECTION R13.8 – SICK LEAVE***

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

15 ***SECTION R13.9 – DISABILITY***

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

19 ***SECTION R13.10 – OVERTIME***

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

23 ***SECTION R13.11 – SHIFT CHANGE NOTIFICATION***

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

26 **ARTICLE R14: RATES OF PAY**

27 ***SECTION R14.1 – WAGE RATES AND WAGE PROGRESSIONS***

28 A. Effective on the start of the pay period that includes August 5, 2023, the top hourly

1 wage rates for each job classification will be as shown in Exhibit RA. The wages in Exhibit RA  
2 reflect a 7.17% increase from the expiration of the prior collective bargaining agreement, which is  
3 derived from the cost of living formula in Section R14.2 below. Additionally, a one-time payment of  
4 9.0% of eligible earnings for paid hours worked between 10/29/22 to 8/4/23 will be paid to each  
5 bargaining unit Employee. Examples of non-eligible earnings include, but are not limited to, adjusted  
6 earnings for prior periods outside the 10/29/22 to 8/4/23 period, grievance settlements, prior  
7 retroactive payments for compensation outside the 10/29/22 to 8/4/23 period, tool allowances, fixed  
8 rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent  
9 without leave.

10 **B. Wage progressions are as follows:**

11 **1. Except for SEPs, LLR Supervisors, LLR Supervisors-in-Training, O&M**  
12 **Supervisors, and O&M Supervisors-in-Training, each job classification will have five step increments**  
13 **as follows: first step will be 70% of the top rate of the classification; upon completion of twelve**  
14 **months, the second step will be 80%; upon completion of the next twelve months, the third step will**  
15 **be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion**  
16 **of the next six months, the fifth step will be 100%. A new hire starts at the first step. However, a new**  
17 **hire or an Employee who is promoted may be hired above the first step and up to the top step at**  
18 **METRO's sole discretion. The UNION will be notified of each hire at above entry step.**

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

1 step increments as follows: first step will be 90% of the top rate of the classification; upon  
2 completion of six months, the second step will be 92.5%; upon completion of the next six months, the  
3 third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and  
4 upon completion of the next six months, the fifth step will be 100%.

5 **3.** Lead classifications have a single wage rate and are not subject to wage  
6 progression.

7 **4.** A PTO in the Bus Operations Division who is selected for a career service  
8 Rail Operator or Streetcar Operator position in the Rail Division will retain their part-time wage step  
9 and will be given appropriate wage progression credit for part-time service, provided there is no more  
10 than a two day break in service. Such credit shall be calculated by giving credit for the period of time  
11 worked in that step and applying that period to the full-time qualification date. Such credit will be  
12 applied upon successful completion of the Rail Operator-Trainee or Streetcar Operator-Trainee  
13 Program and placement into a career service position. A PTO in the Bus Operations Division selected  
14 for the Rail Operator-Trainee or Streetcar Operator-Trainee position will continue to progress  
15 through pay steps of their PTO position until completion of the Training Program. If an Employee  
16 who served in a Special Duty Assignment as a Rail Operator or Streetcar Operator is hired into the  
17 same career service position, the Employee shall be credited pay steps for time served on the Special  
18 Duty Assignment, pursuant to Article R3.13.7.K, and not this Article.

19 **5.** SEPs will have five step increments as follows: first step will be 80% of the  
20 top rate of the classification; upon completion of twelve months, the second step will be 85%; upon  
21 completion of the next twelve months, the third step will be 90%; upon completion of the next six  
22 months, the fourth step will be 95%; and upon completion of the next six months, the fifth step will  
23 be 100%.

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

1 Employees who transfer to a position assigned the same top-step hourly rate shall be placed at the  
2 step of the new pay range that the Employee received before the transfer. An Employee who  
3 transfers, shall receive wage progression credit from their previous position applied to their new  
4 position, based on completion of the required service periods and any portion there within.

5 **SECTION R14.2 – GENERAL WAGE INCREASE**

6 A. In addition to the wage increase for August 5, 2023 set out in Article R14.1.A,  
7 there will be two cost-of-living adjustments payable on the start of the pay period that includes  
8 November 1, 2023, and effective on the start of the pay period that includes November 1, 2024. The  
9 top hourly wage rates for each job classification as shown in Exhibit RA will be adjusted to reflect an  
10 annual cost-of-living adjustment (COLA) derived from the formula below. COLA adjustments will be  
11 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the  
12 Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All  
13 Items, base period 1982-84=100) (CPI-W) through June of the year in which the COLA will be  
14 applied. For example, the wage adjustment for November 1, 2023, shall be calculated as the average  
15 of the year-over-year percentages from the August 2022, October 2022, December 2022, February  
16 2023, April 2023, and June 2023 values of the CPI-W.

17 A year-over-year change means the percentage change in the CPI-W for that measurement  
18 compared to the CPI-W for the same month the prior year. For example, the June 2023 year-over-  
19 year change is the percentage change in the June 2023 CPI-W compared to the June 2022 CPI-W.

20 Regardless of the result calculated using this formula, the annual COLA effective on the start  
21 of the pay period that includes 11/1/23 shall not be more than 6% and shall not be less than 2%.

22 Regardless of the result calculated using this formula, the annual COLA effective on the start of the  
23 pay period that includes 11/1/24 shall not be more than 4% and shall not be less than 2%.

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

27 **SECTION R14.3 – TLT HIRED AS CAREER SERVICE EMPLOYEE**

28 A Term-Limited Temporary (TLT) Employee who is separated from METRO and

1 rehired as a Career Service Employee within one year into the same classification they left will  
2 receive wage progression credit and vacation service credits for time served as a Term-Limited  
3 Temporary (TLT) Employee. All forfeited sick leave will be reinstated.

4 ***SECTION R14.4 – FLSA REQUIREMENTS AND CONTRACTUAL OVERTIME***

5 A. All applicable non-overtime premiums received (e.g., spread pay and student pay)  
6 will be added into an Employee’s total compensation for the calculation of the “FLSA regular rate of  
7 pay”. When this AGREEMENT refers to “straight-time pay” or “straight-time rate of pay”, this term  
8 shall be defined as an Employee’s hourly classification base rate of pay, plus any applicable hourly  
9 pay premiums that are contractually required to be included. “Classification base rate of pay” shall be  
10 defined as the base classification pay, as outlined in Section 14.1 and Exhibit A, not to include any  
11 premium pays or differentials.

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

16 C. “Contractual overtime” shall be paid to Employees for all overtime hours worked,  
17 as consistent with the overtime provisions in this AGREEMENT, at the Contractual Overtime Rate in  
18 effect at the time the overtime work is performed. The Contractual Overtime Rate for each overtime  
19 hour worked shall be one and one-half times the combined amount of the Employee’s hourly  
20 classification base rate of pay, plus any applicable hourly pay premiums in effect at the time the  
21 overtime is worked that are contractually required to be included when calculating the Contractual  
22 Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any  
23 overtime hours worked, the Employee shall be paid the higher rate of pay pursuant to the FLSA.

24 ***SECTION R14.5 – DEMOTION***

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



1 excluding any pay premiums, received by the Employee in their former classification.

2 **ARTICLE R15: STREETCAR OPERATORS**

3 ***SECTION R15.1 – DEFINITION OF EMPLOYEES***

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

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

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

25 ***SECTION R15.2 – HIRING OF STREETCAR OPERATORS***

26 A. RAIL will post and conduct recruitments for Streetcar Operators to fill Career  
27 Service vacancies and to maintain a sufficient number of Reserve Streetcar Operators. This  
28 recruitment will be limited to Full-Time and Part-Time Bus Operators. Full-Time and Part-Time Bus

1 Operators who are selected and meet the qualifications through this process will be placed on a  
2 trainee list and receive training.

3 **B.** If at the end of a Streetcar Operator training class, RAIL has insufficient positions  
4 for all trainees who pass the class, those who are not placed in a Career Service Streetcar Operator  
5 position will return to their former positions until RAIL can appoint them to a Streetcar Operator  
6 position. Employees who complete the training and become certified will be placed on a reserve list  
7 in seniority order. When a Career Service position becomes available, it will be offered to those on  
8 the reserve list by seniority.

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

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

15 ***SECTION R15.3 – PROMOTIONAL LISTS***

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

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

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

23 **4.** Transit Human Resources will notify all candidates in the job announcement for the  
24 positions covered by this AGREEMENT about the provisions of this section of this AGREEMENT.

25 ***SECTION R15.4 – STREETCAR OPERATOR GUARANTEES***

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

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

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

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

5 E. Except as provided in Section 10, O&M Supervisors will be limited to working no  
6 more than 120 hours platform time per calendar year. When the total hours worked by O&M  
7 Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours  
8 worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds  
9 the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident  
10 one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL  
11 agrees to provide the UNION with an accounting monthly or when requested, for the purpose of  
12 enforcing this AGREEMENT.

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

15 G. Assignment of specials and extras will be made to Streetcar Operators before  
16 being assigned to another classification.

17 H. Other Rail certified employees may operate in service in order to retain Rail  
18 certification or in an emergency.

19 ***SECTION R15.5 – GENERAL CONDITIONS***

20 A. Each Streetcar Operator will sign in for their work. When a Streetcar Operator  
21 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator  
22 on report to take the assignment.

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

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

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

3           **E.** The cutoff time for calling to be removed from the sick list, and for signing the day  
4 off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., they  
5 may retain their following day’s full assignment by calling off the sick list at least one hour prior to  
6 the start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.

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

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

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

19           When circumstances beyond the Streetcar Operator’s control result in less than five minutes  
20 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at  
21 the next southern terminal, except on their last trip, provided the Streetcar Operator attempts to notify  
22 the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION as  
23 having insufficient layover time. The PARTIES agree to discuss layover times in the Joint  
24 Scheduling committee meetings.

25           **H.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute  
26 layover in assignments over five hours in length and an additional 15-minute layover in weekday  
27 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it  
28 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a

1 service report. "Length" equals report, travel and platform time, but does not include bonus time.

2 I. Each day, METRO guarantees that for every 45 Operators normally scheduled to  
3 work on that day, rounded to the nearest 45, one Operator shall be excused from their assignment.  
4 Request for AC days off may not be entered into the day off book more than one calendar month in  
5 advance of the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day  
6 prior. An Operator who has had the same day of the week off in the last three (3) weeks and/or has  
7 no vacation leave or AC time shall be moved to the bottom of the list. If workforce allows, more  
8 than one Operator can be excused for the day. These guarantees are subject to Article R12, Section  
9 10, Paragraph D.

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

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

16 ***SECTION R15.6 – RUNS***

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

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

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

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

28 C. Runs shall be determined by RAIL in accordance with the provisions in this

1 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be  
2 defined as a “tripper”.

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

5 E. Runs and combos may be broken into trippers on the same day in order to allow  
6 RAIL to fill all work. Combos may be broken into their respective pieces as trippers the day before  
7 during the planning process for the Extra Board.

8 **SECTION R15.7 – STREETCAR OPERATOR PICKS**

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

11 B. Streetcar Operators will have two system wide picks, at least 20 weeks apart.

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

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

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

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

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

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

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

4 J. A Streetcar Operator, who fails to appear at their scheduled pick time and who does  
5 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected  
6 for them by the UNION representative. The UNION representative shall make an effort to select an  
7 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will  
8 not be subject to the grievance/arbitration procedure.

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

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

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

27 N. After the Streetcar operator pick, Streetcar will establish Extra Board positions and  
28 RDO combinations for pick by Reserve Operators. Reserve Operators will pick extra board positions

1 and RDO combinations based on seniority at least seven days before the start of the new shake up.

2 ***SECTION R15.8 – MOVE-UPS***

3 A. If regular or Extra Board assignments become vacant, less senior Streetcar  
4 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the  
5 entire assignment (including RDO combination) of the Streetcar Operator who vacated the  
6 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator  
7 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations or  
8 positions become available, Extra Board Streetcar Operators at the base who could not have picked  
9 these RDO combinations or positions may choose the new RDO combinations or positions. Streetcar  
10 Operator move-ups will be conducted only when they can be implemented at least 28 calendar days  
11 prior to a shake-up.

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

15 ***SECTION R15.9 – VACATION SELECTION***

16 A. Vacations will be picked once per year. Available vacation blocks will be for a  
17 full year.

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

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

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

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

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



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

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

6           I. Reserve Streetcar Operators shall keep all approved vacations picked on the bus  
7 side. Vacation changes may be allowed, if/when agreed by METRO.

8           J. When a Streetcar Operator picks vacation they must have the vacation balance on  
9 the books at that time to cover the picked vacation.

10           **SECTION R15.10 – EXTRA BOARD**

11           A. Extra Board Streetcar Operators shall bid three times a year (with other Streetcar  
12 Operators).

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

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

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

19           E. During a shake-up, any newly hired career service Streetcar Operators will select  
20 from open positions based on seniority. If no open positions are available, new career service  
21 Streetcar Operators shall be placed two positions up from the bottom of the Extra Board at First Hill  
22 Streetcar and one up from the bottom at South Lake Union Streetcar.

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

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

1                   **H.** The Extra Board work shall be assigned according to the following rules:

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

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

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

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

14                               **a.** A run will be assigned before a report.

15                               **b.** An assignment with more pay will be assigned before an assignment  
16 with less pay.

17                               **c.** If two assignments pay the same, the assignment with the lesser  
18 amount of work including report time and travel time will be assigned first.

19                               **d.** If two assignments pay the same and have the same amount of work  
20 including report time and travel time, they will be assigned at the discretion of RAIL.

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

28                   **6.** If the number of Extra Board Streetcar Operators available for work on a

1 regular workday is less than the number of available runs and special work which fits the definition  
2 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

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

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

12           9. The following provisions shall apply to Extra Board Streetcar Operators who  
13 choose vacation reliefs or long term unavailability:

14           a. Extra Board Streetcar Operators may request to work the runs of  
15 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, unpaid leave of  
16 absence of one week or more or other long term absences. Long Term Unavailability will be posted  
17 for all work that is vacant for more than one week, except vacations. The long term unavailability  
18 open work will be posted for seven (7) days and only operators on the Extra Board with the same  
19 RDOs will be eligible to submit a request for this work. The long term unavailability open work will  
20 be awarded to the Extra Board operator with the most seniority with matching RDOs. Vacant runs  
21 may be picked as vacation reliefs until they are filled by a move-up. Streetcar Operators will pick  
22 this work by seniority.

23           b. When a vacation relief or long term unavailability assignment ends,  
24 the Extra Board Streetcar Operator shall revert to their regular picked position on the Extra Board  
25 without any penalty to RAIL. This Streetcar Operator then becomes eligible for the next available  
26 vacation relief, or remainder of an unpicked vacation relief, according to seniority. Such Streetcar  
27 Operators shall retain the RDOs of the vacation relief through the remainder of the pay week.

28           c. Extra Board overtime policies remain unchanged.

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

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

7                                   **I.** No Streetcar Operator’s RDO shall be cancelled or changed without the consent of  
8 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall  
9 have a minimum of 56 hours off for their two consecutive RDOs.

10                                  **J.** Extra Board Streetcar Operators working a report assignment:

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

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

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

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

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

1                               6. No Extra Board Streetcar Operator will be required to work prior to report  
2 time.

3                               L. Extra Board Operators will be used to fill assignments at all operating bases. Extra  
4 Board Operators will report to the base they are assigned to in the planning process. If assigned to a  
5 base other than their home base during the planning process, Operators will be paid a seven percent  
6 (7%) premium for that shift to compensate for travel to and from their Home Base to balance work. If  
7 assigned to a base other than their home base following the planning process, Streetcar Operators will  
8 remain on paid time to travel to and from their assigned base and will not be eligible for the 7%  
9 premium pay.

10                            **SECTION R15.11 – OVERTIME**

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

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

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

- 22                               1. Extra Board Streetcar Operators on regular workday within their stated  
23 preference.
- 24                               2. Extra Board Streetcar Operators on an RDO.
- 25                               3. Regular Streetcar Operators on regular workday.
- 26                               4. Regular Streetcar Operators on an RDO.
- 27                               5. Extra Board Streetcar Operators on regular workday voluntarily exceeding  
28 their stated preference, except as provided in Section 5, Paragraph J.

1                   6. Available O&M Supervisors shall be offered an opportunity to work  
2 Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have  
3 been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on  
4 both their regular workdays or on their regular days off.

5                   7. Extra Board Streetcar Operators on regular workday forced in inverse order  
6 of seniority.

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

9                   E. Any Streetcar Operator volunteering for overtime shall be required to work the  
10 overtime assigned.

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

15                  G. A Regular Streetcar Operator may request to be added to or removed from the  
16 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be  
17 effective Saturday.

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

20                   ***SECTION R15.12 – SPECIAL ALLOWANCES***

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

22                  B. Employees will receive pay for all time spent meeting with their supervisor when a  
23 supervisor requests a meeting or completing written reports if the time worked is before or after  
24 regular work hours. Notwithstanding any negotiated provisions in this AGREEMENT to pay  
25 Employees a fixed rate for certain activities, RAIL shall always compensate Employees for any time  
26 actually worked and will pay overtime as required by both this AGREEMENT and by state and  
27 federal law.

28                  C. A Streetcar Operator who is not on report shall be paid a minimum of one hour

1 straight-time pay for a streetcar change.

2           **D.** In addition to receiving straight-time pay at the applicable rate, a Streetcar  
3 Operator shall receive the equivalent of one additional hour of straight-time pay for each day spent  
4 instructing a student.

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

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

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

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

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

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

24           **K.** Employees are directed to inform METRO via the sundry sheet of any excess time  
25 worked so METRO may enter that time into the payroll system and compensate the Employee for  
26 their work.

27           ***SECTION R15.13 – UNIFORMS***

28           **A.** If Streetcar Operators are required to wear uniforms that are different from those

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

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

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

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

20 **E.** Footwear designated by RAIL may be purchased with the uniform allowance.  
21 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel  
22 over two inches high.

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

25 ***SECTION R15.14 – RESERVE STAFF FOR STREETCAR OPERATORS***

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



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

6           **C.** FTOs and PTOs (Streetcar Reserve Operators) who have been trained as Streetcar  
7 Operators will be added to the Extra Board.

8           ***SECTION R15.15 – ATTENDANCE***

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

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

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

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

19                           • First – Informational Notice.  
20                           • Second – Oral Reminder.  
21                           • Third – Written Reminder and the Employee will be offered a program of  
22 assistance from both PARTIES in developing a plan to improve attendance. This program will  
23 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
24 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
25 which will be specific to the Employee.

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

1 • Fifth – Discharge, unless RAIL determines that an additional suspension  
2 may be sufficient to correct the Employee’s attendance problem.

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

4 • First through third – Informational Notice.  
5 • Fourth – Oral Reminder and Employee will be offered a program of  
6 assistance from both PARTIES in developing a plan to improve attendance. This program will  
7 include a referral to the Employee Assistance Program (EAP). The METRO unit  
8 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
9 of the program, which will be specific to the Employee.

10 • Fifth – Written Reminder.  
11 • Sixth – Review of program of assistance; Explanation of Attendance  
12 Probation.  
13 • Seventh – One-day suspension. Placement on Attendance Probation. This  
14 counts as FIRST probationary absence.

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

17 1. The attendance probation will begin on the calendar day following the  
18 Employee’s seventh miss.

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

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

26 4. For each miss that occurs during the attendance probation, the Employee  
27 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 calendar days.

11                   **G.** Four consecutive workdays of absence without leave may be considered a  
12 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
13 circumstances.

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

21                   **I.** Misses for Streetcar 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, Section 4, they will be excused if the request is  
27 properly submitted within five (5) days of returning.

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

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

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

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

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

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

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

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

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

24                   5. If an Operator on late report fails to report to the Dispatcher/Planner after  
25 one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the  
26 hour, the Operator will be paid from the beginning of the late report up to the beginning of the  
27 assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and  
28 is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be

1 paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report  
2 fails to report to the Dispatcher/Planner after one hour and is notified of such by the  
3 Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour  
4 of late report.

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

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

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

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

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

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

24 **ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES**

25                                ***SECTION R16.1 – DEFINITION OF EMPLOYEES***

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

- Electromechanics
- Maintenance Service Center Worker
- Rail Service Worker
- Track and Right of Way Maintainer

**SECTION R16.2 – HIRING**

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

**SECTION R16.3 – GENERAL CONDITIONS**

A. RAIL shall not adopt time estimates contained in flat-rate books for scheduling or evaluation purposes. METRO 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.

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

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

**SECTION R16.4 – 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 straight-time pay for each regularly scheduled 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

1 “straight through” graveyard shift, there is an expectation that quantity of work will not decrease  
2 partly because the overlap/turnover time at the ends of the graveyard shift will be shortened.  
3 Employees who pick a regular schedule consisting of an alternative workweek will be governed by  
4 the provisions in Article R13.

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

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

7 **D.** For the purposes of the pick and subsequent work assignments, the graveyard shift  
8 shall be considered the first shift of the workday; the day shift shall be considered the second; and the  
9 swing shift shall be considered the third.

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

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

- 18 1. Employees on regular workday.
- 19 2. Employees on their RDO
- 20 3. By inverse seniority to Employees on regular workday.

21 ***SECTION R16.5 – PICKS AND MOVE-UPS***

22 **A.** Two times each year, consistent with Streetcar Operator picks or when a facility  
23 opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each  
24 shift shall be posted.

25 **B.** At the pick, each Employee listed in Section 1 will be permitted to select shift  
26 (when applicable), and their two consecutive RDOs. Specific duties within a classification also may  
27 be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL  
28 Manager/designee will meet with the UNION Executive Board Officer for Rail and the

1 President/Business Representative/designee to discuss and identify any ongoing or planned special  
2 projects that may be appropriate for posting on the pick sheets.

3 C. Copies of the pick schedules and shifts will be posted ten calendar days prior to the  
4 start of the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the  
5 posting, RAIL will notify the UNION before the modification is posted. No changes will be made  
6 less than five calendar days prior to the pick.

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

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

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

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

23 H. If a vacant position is to be filled, Employees in that classification at that base may  
24 have a move-up. The UNION will be notified and effect the move-up.

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

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



1           **SECTION R16.6 – VACATION SELECTION**

2           A. Vacations will be picked once per year. Available vacation blocks will be for a full  
3 year.

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

6           C. Vacation may be split into blocks of one or more full weeks. The selection of  
7 vacations by Employees shall be extended over the entire payroll year. An Employee who takes their  
8 vacation in two or more blocks shall select the second block of their vacation after all Employees in  
9 their classification have made their first selection; their third selection after all Employees in their  
10 classification have made their second selection; etc., until all blocks of the vacation have been  
11 selected. Picked vacation blocks will begin or end with the Employee’s RDO.

12           D. Employees may use vacation or accumulated accruals in increments of one or  
13 more hours, provided they have available vacation or accumulated time and subject to advance  
14 approval by their immediate supervisor.

15           **SECTION R16.7 – OVERTIME**

16           A. All hours worked in excess of eight in the scheduled workday or work on an  
17 Employee’s RDO shall be paid at the overtime rate of one and one-half times the existing straight-  
18 time rate of pay for the classification for actual overtime hours worked.

19           B. Overtime on any shift shall be computed at the rate paid for the Employee’s  
20 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no  
21 hourly shift differential. Overtime on swing shift extending to graveyard shift shall be paid at the  
22 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at  
23 the graveyard shift overtime rate of pay.

24           C. Overtime assignment of four hours or less will be offered, by seniority at a  
25 location, to qualified Employees who are working the shift preceding or succeeding the shift where  
26 the work is to be accomplished and/or performed.

27           D. Overtime assignments of more than four hours will be offered, by seniority at a  
28 location, to qualified Employees, including Employees on their RDO.

1 E. Overtime assignments of eight or more hours will first be offered to qualified  
2 Employees at a location who are on their RDO before it is split and offered in smaller pieces.

3 F. Should no Employee at a location accept the overtime assignment, it may be  
4 offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign  
5 the work at a location to a qualified Employee, it may choose to assign the overtime to the least  
6 senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the  
7 overtime may be assigned to the next least senior qualified Employee who is reasonably available.

8 G. An Employee who is scheduled for paid time off, and who is interested in working  
9 on the RDOs preceding or succeeding their paid time off, must provide written notice to their  
10 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to  
11 these RDO's also require this notice. For overtime assignment, they will be considered in seniority  
12 order in accordance with Paragraphs D and E.

13 H. In the case of an extreme emergency, RAIL can assign overtime work to any  
14 certified Employee. An Employee who works overtime during an extreme emergency shall be  
15 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-  
16 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-  
17 day period. An Employee may voluntarily waive the time off required in this Paragraph.

18 I. An Employee, who has gone home after their regular shift and who is called back to  
19 work and reports for work, will be guaranteed at least four hours pay at the overtime rate.

20 J. An Employee called in before their regularly-scheduled report time and in  
21 conjunction with their regular shift will be paid for actual hours worked.

22 ***SECTION R16.8 – SHIFT DIFFERENTIAL***

23 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.  
24 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift  
25 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

26 ***SECTION R16.9 – SPECIAL BENEFITS***

27 A. For 2023, a tool allowance of \$903 shall be provided to Employees who were  
28 permanently assigned as of January 1, 2023. Following 2023, a \$941 tool allowance shall be provided

1 annually, on Employees' regular paychecks, not later than the last paycheck of March of each year, to  
2 Employees permanently assigned between January 1st the same year and the last day of the pay  
3 period which the tool allowance is issued, to the Streetcar Maintenance Employees in the  
4 classification Electromechanic. No Employee may collect more than one tool allowance in a year.

5 Employees who receive a tool allowance will be allowed to purchase tools at the discounted  
6 rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL.  
7 Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours  
8 and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the  
9 tool allowance/discount shall be the personal property of the Employee.

10 Shop tools shall be provided to Rail Service Workers, Maintenance Service Workers, and  
11 Track and Right of Way Maintainers who support the streetcars. These job classifications are not  
12 entitled to a tool allowance.

13 **B.** Each Streetcar Electromechanic shall receive their choice of coveralls or a clean  
14 uniform (pants and shirt) daily.

15 **C.** Any Employee who is required to work in inclement weather or hazardous areas  
16 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
17 to Personal Protective Equipment (PPE), a rain set, hat and boots. Each Employee is required to wear  
18 footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied  
19 toward purchases of footgear (one pair of boots, socks, and cushioned inserts as identified in the  
20 METRO voucher at time of purchase). Employees may use up to \$50.00 of the voucher to purchase  
21 work socks. The maximum METRO contribution paid by such voucher shall be \$220 (plus sales tax)  
22 per Employee as provided in Paragraph D.

23 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
24 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

25 **E.** When an Employee is informed during their regular shift that overtime in excess of  
26 two hours beyond the end of the regular shift will be required, or when an Employee is called at  
27 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-  
28 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

1 F. Except where modified by historical practice, agreement, or mutual understanding,  
2 duties traditionally performed by Streetcar Electromechanics, will be performed only by Employees  
3 working in that classification.

4 G. RAIL shall respect the classification boundaries that are established in the  
5 classification specifications for Streetcar Vehicle Maintenance jobs; however it is agreed that the  
6 incidental assignment of cross-classification work is allowed. No Employee shall be expected to  
7 perform work for which they have not been adequately trained or which is unsafe. If the UNION  
8 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall  
9 convene special Labor-Management discussion to attempt to address the UNION's concerns over  
10 staffing levels and work assignments.

11 H. Streetcar Electromechanics may use the ten minutes prior to the end of their  
12 workday for personal clean-up.

13 I. When upgraded to a Lead position, the Employee shall receive the Lead rate of pay.  
14 When upgraded to any other classification, an Employee shall be paid according to Article R3.  
15 However, no upgraded Employee shall be paid more than the top step of the classification to which  
16 they have been upgraded.

17 J. RAIL will provide a secure area at each work location for UNION related materials  
18 accessible to all UNION representatives at that location.

19 K. An Employee who is assigned to train an Intern, Trainee, or O&M Supervisor-in-  
20 Training, or other Streetcar employee, on Maintenance proficiency requirements, will receive a 10%  
21 premium under the following circumstances, and is only paid for actual time spent training. Leads  
22 are not eligible for training pay. Time spent training a Trainee, Intern, or O&M SIT, or other  
23 Streetcar employee, must be pre-authorized in writing and involve active instruction. Training Pay  
24 will not be offered for any other types of intern, apprentices, or for peer-to-peer training or orienting  
25 new Employees.

26 L. Employees covered by this Article shall be eligible for a reimbursement of \$250  
27 toward the purchase of one pair of prescription safety glasses every three (3) years.

28 **SECTION R16.10 – ATTENDANCE**

1           A. The PARTIES recognize that Maintenance duties and functions are time critical  
2 and that Employees have the responsibility and obligation to be at work on time each day. Streetcar  
3 Electromechanics will be subject to the following terms, which supersede any conflicting provisions  
4 elsewhere in this AGREEMENT.

5           B. Maintenance will monitor and record attendance using the terms of late occurrence  
6 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that  
7 call one-half hour before their shift to request unscheduled leave and then are requested to come to  
8 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation  
9 time to make up lost time.

10          C. A late occurrence (six minutes to two hours) shall be managed and recorded as  
11 follows:

- 12                   1. An Employee may complete any time left on their shift.
- 13                   2. An Employee may work a full eight hours, or ten hours for a 4/40  
14 Employee, even though this work would continue into the next shift.
- 15                   3. An Employee may not use AC time or vacation to make up lost time.
- 16                   4. An Employee will be paid for actual hours worked at their scheduled rate of  
17 pay.
- 18                   5. A late occurrence shall not create an overtime opportunity for the late  
19 Employee. No grievances will be filed by other Employees claiming overtime infringements should  
20 an Employee elect to work their full shift and the time worked extends into another shift.

21                   6. Late occurrences will be recorded in a 180-day rolling time frame as  
22 follows:

- 23                           a. 1st through 3rd occurrence – Employee will sign Employee Absence  
24 Report Form.
- 25                           b. 4th occurrence – Employee will sign Employee Absence Report  
26 and Employee will receive an Oral Reminder. The Employee will  
27 be offered a program of assistance from both PARTIES in  
28 developing a plan to improve attendance. This program will include

1 referral to the Employee Assistance Program. The Metro unit  
2 superintendent/chief and the UNION Officer/designee will meet  
3 with the Employee to write the details of the program, which will  
4 be specific to the Employee.

- 5 c. 5th occurrence – Employee will sign Employee Absence Report  
6 and Employee will receive a Written Reminder.
- 7 d. 6th occurrence – One-day suspension without pay.
- 8 e. 7th occurrence – Discharge, unless METRO determines that an  
9 additional suspension may be sufficient to correct the Employee’s  
10 attendance problem.

11 **D. Unexcused absences (over two hours late) shall be managed and recorded as**

12 follows:

- 13 1. An Employee may complete their shift only.
- 14 2. An Employee may not use AC time or vacation to supplement their regular  
15 shift pay.
- 16 3. Such Employee is not eligible for overtime that day.
- 17 4. Unexcused absences will be recorded in a twelve-month rolling time frame

18 as follows:

- 19 a. 1st occurrence – Employee will sign Employee Absence Report and  
20 Employee will receive an Oral Reminder.
- 21 b. 2nd occurrence – Employee will sign Employee Absence Report  
22 and Employee will receive a Written Reminder. The Employee will  
23 be offered a program of assistance from both PARTIES in  
24 developing a plan to improve attendance. This program will include  
25 referral to the Employee Assistance Program. The Metro unit  
26 superintendent/chief and the UNION Officer/designee will meet  
27 with the Employee to write the details of the program, which will  
28 be specific to the Employee.

- c. 3rd occurrence – One day suspension without pay.
- d. 4th occurrence – Discharge, unless METRO determines that an additional suspension may be sufficient to correct the Employee’s attendance problem.

E. An occurrence which results in a second one-day suspension within 180 calendar days of the occurrence that resulted in the first suspension shall result in discharge unless METRO determines that an additional suspension may be sufficient to correct the Employee’s attendance problem.

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.

G. The PARTIES agree to review this Section on an annual basis.

***SECTION R16.11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS***

Streetcar Maintenance Employees may participate in the Streetcar Labor-Management Relations Committee as needed.

**ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

***SECTION R17.1 – DEFINITION OF EMPLOYEES***

An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time continuing basis to supervise Streetcar Operations & Maintenance. An “Operations & Maintenance Supervisor-in-Training (O&MSIT)” shall mean an Employee who is training to become an O&M Supervisor.

***SECTION R17.2 – MUTUAL RESPONSIBILITIES***

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from O&M Supervisors, is vested exclusively in RAIL. This is limited only by

1 the stated conditions in this Article. Items not specifically addressed in this Article but covered in the  
2 general Articles of this AGREEMENT shall also apply to Streetcar Supervisors. No changes in  
3 existing rights or related conditions shall be made without first negotiating with the UNION.

4 **SECTION R17.3 – O&M SUPERVISOR-IN-TRAINING**

5 A. All hiring processes for Streetcar O&M Supervisors will be open to all bargaining  
6 unit Employees and outside applicants. If an insufficient number of Employees qualify through the  
7 selection process, METRO will then screen, test, interview and hire outside applicants to these  
8 positions. The qualification criteria will be the same for all applicants.

9 B. Employees are encouraged to apply for Streetcar O&M Supervisor positions. They  
10 may apply and compete with internal and external candidates. Employees will receive an additional  
11 5% on any passing test scores. Employees who are advanced to the interview stage will receive an  
12 additional 5% added to their test scores. The ratio of Employee’s preference compared to the  
13 preference given to other King County employees will remain in full force and effect throughout the  
14 duration of this AGREEMENT.

15 C. The following process is in effect for the O&M Supervisor-In-Training Program.

16 1. O&M Supervisor-In-Training vacancies shall be posted on METRO bulletin  
17 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-  
18 time service in the five years preceding the closing date for applications. Interested Employees must  
19 formally apply through METRO’s Transit Human Resources Office within the specific time frame  
20 listed. Selection of O&MSIT candidates shall be the sole responsibility of METRO. The selection  
21 process for O&MSITs shall be based on an Employee’s ability, training, education, experience and  
22 job performance, as determined by appropriate testing procedures and evaluations, which have been  
23 and will continue to be developed with input from O&M Supervisors. An O&M Supervisor, selected  
24 by Streetcar after consultation with the UNION, will be included in the O&MSIT candidate selection.

25 2. O&MSIT candidates may participate in an O&MSIT information session.  
26 The information session is designed to give candidates an understanding of the skills that will be  
27 required to be successful in the classification.

28 3. Successful candidates will be placed on an eligibility list with current



1 Streetcar employees listed first, in seniority order, followed by Employees from other parts of  
2 METRO, in seniority order, followed by any external candidates. The O&MSIT candidates list will  
3 remain in effect until exhausted. Candidates must meet eligibility criteria used for the recruitment  
4 process at the time of appointment or they will be removed from the list. Once removed from the list,  
5 an Employee must wait until the next recruitment to reapply. If O&MSITs remain on an O&MSIT  
6 list when a new list is created, they shall be placed above all new O&MSIT candidates.

7 **4.** If an Employee accepts an opportunity to join the Bus or LLR SIT program  
8 at METRO, they will be removed from the O&MSIT list. If they accept an opportunity to join the  
9 O&MSIT program, they will be removed from any other SIT list.

10 **D.** Testing procedures for O&MSIT candidates shall be developed with input from  
11 O&M Supervisors.

12 **E.** O&MSITs shall be subject to a training period for up to (12) twelve months,  
13 during which time they shall be required to qualify as Dispatcher, Field Supervisor, and Operations  
14 Controller. Failure to qualify shall result in a training review before termination as O&MSIT and  
15 return to previous classification with no loss in seniority.

16 **F.** Streetcar shall establish and publish standards for qualification and, with input  
17 from instructing O&M Supervisors, will determine in each case whether the O&MSIT has  
18 successfully qualified.

19  
20 **G.** Upon appointment, O&MSITs shall receive a voucher for four pairs of uniform  
21 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be  
22 issued to O&M Supervisors newly hired from Bus Supervisor positions.

23 **H.** After successfully completing the O&MSIT training period, the individual will be  
24 qualified for the role of O&M Supervisor. If a vacancy exists, the qualified O&MSIT will be  
25 promoted to a career service Supervisor position and be eligible to pick at the next scheduled pick.  
26 However, if there are no vacancies available, the O&MSIT will return to their previous position and  
27 will remain on the eligibility list until it is exhausted.

28 Once promotion is confirmed, the newly appointed O&M Supervisor shall have a six-month

1 probationary period, METRO will determine in each case whether the O&MSIT has successfully  
2 completed the probation period. If not, with input from instructing O&M Supervisors, the PARTIES  
3 can extend the probation period, METRO will then determine in each case whether the O&MSIT has  
4 successfully completed probation. Any Employee who fails the probation period will be returned to  
5 their previous position.

6 I. An O&MSIT shall not train another O&MSIT at any time.

7 J. An O&MSIT may be assigned to work shifts under direct supervision of an O&M  
8 Supervisor.

9 K. Upon successful completion of training in all types of duties, an O&MSIT may  
10 independently work shifts.

11 L. Upon qualification in a type of duty, an O&MSIT may be assigned work in that job  
12 duty, at Streetcar's discretion.

13 M. Upon qualification in all types of duties, and by mutual agreement between the  
14 PARTIES, an O&MSIT may be eligible to fill a vacant Supervisor position by seniority.

15 N. Upon qualification in a type of duty, an O&MSIT will be eligible to bid on  
16 overtime in that type of duty. Overtime will be assigned according to the overtime procedures for  
17 Supervisors.

18 O. The PARTIES agree to regularly discuss the progress of the O&MSIT program  
19 during Streetcar LMRC meetings.

20 ***SECTION R17.4 – PICKS***

21 A. In the spring and fall of each year or when mutually agreed by the PARTIES, all  
22 O&M Supervisor shifts will be posted for a general pick.

23 1. Copies of schedules and assignments to be picked will be posted at all work  
24 sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy  
25 of this information.

26 2. After the posting, there will be a review period in which changes may be  
27 made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by  
28 the PARTIES.

1                   3. Implementation of the spring pick will occur between April 1 and April 15  
2 and implementation of the fall pick will occur between October 1 and October 15.

3                   4. The two general picks will be held unless a special pick has occurred or is  
4 scheduled to occur within 45 days of the general pick.

5                   B. Shifts will be classified as regular and relief. O&M Supervisors will be permitted  
6 to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be  
7 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the  
8 PARTIES.

9                   C. An O&M Supervisor who does not pick must leave, with the UNION, at least three  
10 choices of assignments in order of preference. Failure to do so will result in the UNION  
11 representative making every effort to select an assignment comparable to the assignment last selected  
12 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.  
13 An Employee shall not be compensated for time spent in the pick unless it is during their regular  
14 working hours.

15                   D. A UNION representative shall be present and certify the pick.

16                   E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have  
17 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of  
18 the affected O&M Supervisor(s) and the UNION.

19                   F. At each pick, O&M Supervisors may volunteer in writing to work overtime.

20                   G. All block assignments shall have ten hours off between consecutive day's  
21 assignments. Block assignments may include floating assignments at RAIL's discretion.

22                   H. Shift schedules for holidays will be posted at pick.

23                   I. An O&M Supervisor who has been unable to work for 30 consecutive days or more  
24 must be medically released for full duty effective the first day of the shake-up to be on the pick  
25 schedule. Such O&M Supervisors will not be allowed to pick an assignment except by mutual  
26 agreement between the PARTIES. An O&M Supervisors who returns to duty without a picked  
27 assignment will be placed on an assignment mutually agreed by the PARTIES.

28                   **SECTION R17.5 – MOVE-UPS**

1           A. When a permanent vacancy occurs during a shake-up in any O&M Supervisor  
2 position, a seniority move-up will be held within 14 days. Remaining vacant shifts may be offered in  
3 seniority order to fully qualified O&MSITs.

4           B. Move-ups may not be requested during the last eight weeks of the current shake-  
5 up.

6           **SECTION R17.6 – WORK ASSIGNMENTS**

7           A. All O&M Supervisors shall have regular shifts or relief shifts. All shifts will be  
8 available for pick according to the pick guidelines.

9           B. All assignments in the classification of O&M Supervisor shall be completed within  
10 a continuous eight- or ten- hour period.

11           C. Regular shifts shall be in blocks consisting of five consecutive days of regular  
12 scheduled work (or four days if it is a 4/40 assignment) in a workweek, with each workday  
13 guaranteed eight hours (or ten hours, if it is a 4/40 assignment) of pay. The RDOs for a regular shift  
14 block shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All  
15 regular shifts in the classifications of O&M Supervisor will be assigned in their entirety unless  
16 otherwise approved by the Streetcar Section Manager. RAIL shall notify the UNION of such  
17 cancellations within 24 hours or the next business day.

18           D. Relief shifts will be guaranteed 40 hours of pay per workweek, with an eight-hour  
19 guarantee of pay each workday (or ten-hour guarantee of pay, if it is a 4/40 assignment). The  
20 preliminary schedule listing available RDOs and shifts for Relief O&M Supervisors shall be posted  
21 by Friday of the week before each pay period ends for the following pay period. There will be two  
22 consecutive RDOs (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except  
23 for Relief O&M Supervisors with Friday and Saturday RDO combinations switching to another RDO  
24 combination or vice versa. RDOs will not be changed or cancelled without the consent of the  
25 affected O&M Supervisor, except in an emergency. The RDOs for Relief O&M Supervisors may  
26 change each pay period as a result of the availability of the assignments.

27           E. Monday prior to the end of each pay period, each Relief O&M Supervisor will  
28 pick their assignment for the next pay period from the known available assignments and available

1 RDOs, by seniority. Available regular shift blocks consisting of a 40-hour week must be kept whole  
2 along with the affiliated RDOs. Available work that is not a whole regular shift block (including  
3 RDOs) may be assembled by RAIL into a whole regular block to create a 40-hour week with  
4 consecutive RDOs. Each pay week will be picked separately. Assignments selected the first week  
5 will not affect selections in the second week, except where minimum time off between shifts and/or  
6 54 hours off for RDOs would be compromised. All O&M Relief Supervisors will pick their bi-  
7 weekly work assignments before any overtime is sent out for bid.

8 **F.** If there are not enough work assignments for all Relief O&M Supervisors to  
9 choose from, extra assignments may be created by RAIL. RAIL may change a Relief O&M  
10 Supervisor's extra assignment by up to four hours, provided the change is made at least twelve hours  
11 before the start time of the O&M Supervisor's extra assignment, except as provided in Paragraph H.  
12 In an emergency, or with the Relief O&M Supervisor's consent, a Relief O&M Supervisor's extra  
13 assignment may be changed by more than four hours and with less than twelve hours notice. Relief  
14 O&M Supervisors who have picked extra assignments must check in between twelve and eight hours  
15 prior to the scheduled start of the extra assignment to find out if there is a change. RAIL must notify  
16 Relief O&M Supervisors of any change to an extra assignment.

17 **G.** All O&M Supervisors shall have at least 54 hours scheduled off for their two  
18 consecutive RDOs.

19 **H.** RAIL agrees to assign all special assignments, tasks and projects by giving equal  
20 consideration to the O&M Supervisor's education, ability, and experience as it applies to each  
21 assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply  
22 and selection shall be based on the above criteria if the special assignment, task or project is to exist  
23 for 30 calendar days or more. If the special assignment, task or project is in excess of 90 calendar  
24 days, the special assignment, task or project will be rotated among those O&M Supervisors who  
25 applied and who meet the above criteria, provided the rotation does not result in project delay. RAIL  
26 also recognizes the need for ongoing optional training programs which will allow O&M Supervisors  
27 to become better qualified for their present work assignments or for advancement.

28 **I.** Except where modified by historical practice, agreement or mutual understanding,

1 any work that has been historically or traditionally performed by O&M Supervisors will not be  
2 performed by any other individual.

3           **J.** When a shift remains unfilled within one hour of the start time of the shift and  
4 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift  
5 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.  
6 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by  
7 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider  
8 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to  
9 change work assignments.

10           **K.** Should it become necessary to alter a shift during a shake-up and such alteration  
11 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which  
12 requires an alteration in the start or quit times, such Employee may request that the PARTIES review  
13 the matter.

14           **L.** RAIL will determine the staffing needs for each special event day. When RAIL  
15 has determined which shifts will be required to work, O&M Supervisors will be offered the special  
16 event assignment in seniority order, as follows:

- 17                   1. O&M Supervisors on their regular workday.
- 18                   2. O&M Supervisors on their RDO.
- 19                   3. Should no O&M Supervisor accept the special event assignment it may be  
20 assigned, by inverse seniority, to O&M Supervisors on their regular workday.

21           **M.** Known special event assignments shall be posted at the pick. Other special event  
22 service that is not posted at the pick shall be made available through the assignment/overtime  
23 process.

24           **N.** The O&M Supervisor has the option to choose regular shifts that may include Field  
25 Supervisor assignments. If scheduled for a Field Supervisor assignment, the O&M Supervisor  
26 (including Relief Supervisor) will report to their base of assignment but will be available to cover  
27 both Streetcar alignments. In case of an emergency or with the O&M Supervisor's consent, RAIL  
28 may change a Field Supervisor assignment to cover an open O&M shift at another base. In such

1 cases, RAIL must inform the O&M Supervisor of the change. Supervisor shall report to the  
2 appropriate base. If they have reported to work, transportation will be provided.

3 ***SECTION R17.7 – SPECIAL ALLOWANCES***

4 An O&M Supervisor shall receive two hours straight-time pay in addition to regular  
5 pay for each shift during which they instruct a new or nonqualified O&M Supervisor or an O&M  
6 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This  
7 pay will be contingent on the completion of an evaluation of the trainee’s performance.

8 ***SECTION R17.8 – OVERTIME***

9 A. All hours worked in excess of eight hours on a regular workday shall be paid at the  
10 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

11 B. Any work performed on a RDO shall be paid at the overtime rate with minimum  
12 pay of four hours. No O&M Supervisor will be required to work on their RDO except in an extreme  
13 emergency.

14 C. All overtime will be assigned according to guidelines mutually developed and  
15 agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment  
16 sequence.

17 ***SECTION R17.9 – VACATION SELECTION***

18 The selection of vacation will follow those guidelines set for vacation selection and accrual in  
19 Article R9 with the following exceptions:

20 A. At each pick, O&M Supervisors will select vacations in increments of no less than  
21 five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second, third,  
22 fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation  
23 will be used in the selection of these periods.

24 B. The number of O&M Supervisors allowed on vacation during any period shall be  
25 at least one.

26 C. O&M Supervisors may use vacation or accumulated accruals in increments of one  
27 or more hours provided they have available vacation or accumulated time and subject to advance  
28 approval by their immediate supervisor.

1                   **SECTION R17.10 – SPECIAL BENEFITS**

2                   A. Upon the approval of RAIL, at least one O&M Supervisor per day may be allowed  
3 to use a personal holiday.

4                   B. Annually, on the fourth Monday in January, a uniform allowance payable by  
5 voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year  
6 shall be available for each O&M Supervisor. The maximum uniform allowance balance which may  
7 be carried over into the next year is \$500. The uniform voucher may be used only to purchase  
8 authorized uniform items. When an O&M Supervisor needs to replace their all-weather parka or  
9 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the  
10 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of  
11 personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor  
12 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for  
13 Supervisors.

- 14                               1. All necessary foul weather gear will be provided by RAIL.  
15                               2. RAIL will stock tools at the worksite that are necessary for O&M

16 Supervisors to perform their jobs.

17                   **SECTION R17.11 – GENERAL**

18                   A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment  
19 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the  
20 operation/service of the special equipment will receive orientation or training on such equipment.

21                   B. It is METRO’s responsibility that all O&M Supervisors will be trained and  
22 certification kept current in first aid, Automated Emergency Defibrillator (AED) and  
23 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate  
24 of pay.

25                   C. O&M Supervisors selected by the UNION will participate in the Streetcar LMRC.

26                   D. RAIL and the O&M Supervisors will develop a complete written description of the  
27 duties and responsibilities of each shift, to be made available at each pick.

28                   E. For all classifications as set forth in Section 1: There will be a minimum of at least



1 one O&M Supervisor allowed to have time off through day off book procedures and RAIL will  
2 accommodate O&M Supervisor requests consistent with daily staffing requirements. Day off book  
3 procedures will be consistent in all classifications. Requests for AC days may not be entered into the  
4 day off book more than one calendar month in advance of the day(s) off desired.

5 **F.** If no Streetcar O&M Supervisor is available to work, other certified employees  
6 may be used to sustain service until a Streetcar O&M Supervisor is located to perform the work. If  
7 the UNION believes that the usage of this provision has become excessive, the PARTIES shall meet  
8 in a special Labor-Management setting to discuss staffing concerns, and to identify long-term  
9 solutions.

10 ***SECTION R17.12 – ATTENDANCE***

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

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

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

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

- 21 • First – Informational Notice.
- 22 • Second – Oral Reminder.
- 23 • Third – Written Reminder and the Employee will be offered a program of  
24 assistance from both PARTIES in developing a plan to improve attendance. This program will  
25 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
26 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
27 which will be specific to the Employee.

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

4 • Fifth – Discharge, unless RAIL determines that an additional suspension  
5 may be sufficient to correct the Employee’s attendance problem.

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

7 • First through third – Informational Notice.

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

13 • Fifth – Written Reminder.

14 • Sixth – Review of program of assistance; Explanation of Attendance  
15 Probation.

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

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

20 1. The attendance probation will begin on the calendar day following the  
21 Employee’s seventh miss.

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

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

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

3                   5. The Employee will be allowed no more than three misses in each of the two  
4 following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that they had a  
5 seventh miss, with a one-day suspension on 7/22/14, would be on probation with no more than two  
6 misses allowed 7/18/14-7/17/15 and no more than three misses allowed 7/18/15-7/17/16). An  
7 Employee who successfully completes the two twelve-month periods will no longer be on attendance  
8 probation.

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

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

13                  **G.** Four consecutive workdays of absence without leave will be considered a  
14 resignation or termination as appropriate, taking into consideration mitigating circumstances.

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

22                  **I.** Misses for O&M Supervisors include:

23                    **1.** Unexcused Absence – Failure to report within one hour after designated  
24 report time or an O&M Supervisor's failure to accept late report, or calling in sick less than 30  
25 minutes before an Employee is scheduled to report. An unexcused absence will result in loss of  
26 assignment and pay for the day. However, if an Employee is incapable of complying with these  
27 requirements to timely report based on a condition listed in Article R11.4, they will be excused if the  
28 request is properly submitted within five (5) days of returning.

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

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

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

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

9                   **L.** The procedures for changing misses to absences or excused absences shall be as  
10 follows:

11                   For a Streetcar O&M Supervisor, a request for a miss to be changed to an absence or  
12 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of  
13 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an  
14 absence or excused absence.

15                   **M.** The immediate supervisor can assign a Streetcar O&M Supervisor work, paying  
16 only for actual time worked.

17 **ARTICLE R18: STREETCAR TRAINING**

18                   ***SECTION R18.1 – DEFINITION OF EMPLOYEES***

- 19                   • Rail Technical Trainer

20                   ***SECTION R18.2 – GENERAL CONDITIONS***

21                   **A.** With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer  
22 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work  
23 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their  
24 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days  
25 executive leave annually, to be administered according to King County policy.

26                   **B.** The Rail Technical Trainer position will be filled through an open and competitive  
27 recruiting process.

28                   **C.** When the Rail Technical Trainer is required to work on a holiday, they will have

1 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

2           D. Rail Technical Trainers will receive a second personal holiday to be used in the  
3 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of  
4 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

5 **ARTICLE R19: LINK LIGHT RAIL OPERATORS**

6           ***SECTION R19.1 – DEFINITION OF EMPLOYEES***

7           A. A “Link Light Rail (LLR) Operator” shall mean a person employed by RAIL on a  
8 continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to  
9 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to  
10 exceed four days per week, provided they have accepted all work assigned as specified in the  
11 remainder of this Article. For each regularly-scheduled workday or portion thereof on which an LLR  
12 Operator does not perform their assignment, they shall lose their guarantee for that day and they shall  
13 be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly-  
14 scheduled workday” shall mean a day on which an Employee is normally required to work.

15           B. There will be three kinds of LLR Operators: Regular LLR Operators, Report LLR  
16 Operators and Extra Board LLR Operators.

17                   1. A “Regular LLR Operator” shall mean an LLR Operator who picks runs as  
18 a work assignment for their eight or ten-hour guarantee.

19                   2. A “Report LLR Operator” shall mean an LLR Operator who picks report  
20 assignments for their eight hour guarantee.

21                   3. An “Extra Board LLR Operator” shall mean an LLR Operator who picks  
22 the Extra Board or Report and works all assignments placed on the Extra Board for their eight-hour  
23 guarantee.

24           ***SECTION R19.2 – HIRING OF LINK LIGHT RAIL OPERATORS***

25           A. RAIL will post and conduct recruitments for LLR Operators to fill Career Service  
26 vacancies and to maintain a sufficient number of Reserve LLR Operators. All hiring processes for  
27 LLR Operators will be open to all bargaining unit Employees and outside applicants. The  
28 qualification criteria will be the same for all applicants.

1           **B.** Employees are encouraged to apply for LLR Operator positions. They may apply  
2 and compete with external candidates. Employees will receive an additional 5 % on any passing test  
3 scores. Employees who are advanced to the interview stage will receive an additional 5 % added to  
4 their test scores. The ratio of Employee’s preference compared to the preference given to other King  
5 County employees will remain in full force and effect throughout the duration of this AGREEMENT.  
6 Full-Time and Part-Time Bus Operators and Streetcar Operators who are selected and meet the  
7 qualifications through this process will be placed on a trainee list and receive training.

8           **C.** If at the end of an LLR Operator training class, RAIL has insufficient positions for  
9 all trainees who pass the class, those who are not placed in a Career Service LLR Operator position  
10 will return to their positions until RAIL can appoint them to an LLR Operator position. Employees  
11 who complete the training and become certified will be placed on a reserve list in seniority order.  
12 When a Career Service position becomes available, it will be offered to those on the reserve list by  
13 seniority.

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

16           ***SECTION R19.3 – PROMOTIONAL LISTS***

17           **A.** If an Employee accepts an LLR Operator or Streetcar Operator position, they will  
18 be removed from any of the other operator lists (LLR, Streetcar, PTO to FTO) and will be ineligible  
19 to apply for any other Operator selection process for a period of six months from the qualification  
20 date of the training class they accepted.

21           **B.** If an Employee turns down an offer of appointment to any Operator position, they  
22 will be removed from that list.

23           **C.** Transit Human Resources will notify candidates for the positions of LLR Operator  
24 about the provisions of this Section of this AGREEMENT.

25           ***SECTION R19.4 – LINK LIGHT RAIL OPERATOR GUARANTEES***

26           **A.** Assignment of specials and extras will be made to LLR Operators only, except as  
27 otherwise provided in this AGREEMENT.

28           **B.** All runs and reports will be worked by LLR Operators, except as provided

1 elsewhere in this AGREEMENT.

2 C. All vacation reliefs will be worked by LLR Operators.

3 D. Work left vacant because of the absence of an LLR Operator will be worked by an  
4 LLR Operator, unless otherwise specified in this AGREEMENT.

5 E. “Weekday day base units” shall mean the number of trains operating regularly-  
6 scheduled service at noon each weekday.

7 F. The Extra Board will be worked only by LLR Operators.

8 G. It shall not be a violation of this AGREEMENT for other rail-certified employees  
9 to operate in service in order to retain rail certification or in an emergency.

10 H. Any RAIL employee operating service in order to maintain rail certification will  
11 be accompanied by an LLR Operator.

12 ***SECTION R19.5 – GENERAL CONDITIONS***

13 A. Each LLR Operator may be required to sign in for their work. When an LLR  
14 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate LLR  
15 Report Operator to take the assignment.

16 B. The LLR Supervisor may use their judgment as to which LLR Operator to use in  
17 an emergency. In all situations, if no LLR Operator is available to work, other certified employees  
18 may be used to sustain service until an LLR Operator is located to perform the work.

19 C. Any LLR Operator not being relieved when arriving at the relief point will call the  
20 LCC and state that no relief LLR Operator is present. If the LLR Operator does not wish to continue  
21 working, they shall request to be relieved. RAIL must relieve the LLR Operator within one and one  
22 half hours.

23 D. An “assignment” shall mean any work or duties that the Employee is required to  
24 perform, limited to those job duties that are enumerated in the job classification. “Other duties as  
25 assigned” are limited to those job duties that are normally associated with the work of an LLR  
26 Operator.

27 E. If an LLR Operator loses an RDO because of a change in schedule, they will be  
28 given time off to compensate for such day. No LLR Operator may have more RDOs in any pay

1 period than they would have received had no change of schedule been made.

2           **F.** The cutoff time for calling to be removed from the sick list, and for signing the day  
3 off book for time off, is 10:00 a.m. Should an LLR Operator report sick after 10:00 a.m., they may  
4 retain their following day's full assignment by calling off the sick list at least one hour prior to the  
5 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

6           **G.** At each pick, an LLR Operator may indicate their preference regarding training  
7 assignments. RAIL will attempt to accommodate an LLR Operator's preference when assigning  
8 students; however, any LLR Operator may be given a training assignment if necessary. LLR trainees  
9 shall drive during all training assignments unless RAIL or the instructing LLR Operator determines  
10 that safety would be jeopardized.

11           **H.** RAIL shall schedule a minimum recovery time of five-minutes or 20% of the  
12 scheduled trip time, whichever is greater, after each terminal to terminal revenue trip, except when:

- 13                   1. The revenue trip is less than 35 minutes long, or
- 14                   2. The revenue trip is the last revenue trip before the train returns to the base,  
15                   or
- 16                   3. The recovery time has been reduced by mutual agreement of the PARTIES.

17           When circumstances beyond the LLR Operator's control result in less than five minutes  
18 layover in the previous two hours, the LLR Operator shall be entitled to a five-minute layover at the  
19 next outer terminal, except on their last trip, provided the LLR Operator attempts to notify the LCC.  
20 RAIL agrees to review routes or assignments identified by the UNION as having insufficient layover  
21 time.

22           **I.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute  
23 layover in assignments over five hours in length; RAIL shall schedule either an additional 15-minute  
24 layover or one 30-minute layover in assignments over eight hours in length. When an LLR Operator  
25 working an assignment finds it does not provide reasonable break time, the LLR Operator should  
26 notify RAIL of such by filing a service report. "Length" equals report, travel and platform time, but  
27 does not include bonus time.

28           **J.** When a Sunday schedule is operated on a holiday, an LLR Operator who has



1 picked a Sunday run and whose regular workday falls on the holiday will work their Sunday run. A  
2 Regular LLR Operator on a regular workday without a Sunday run shall have the day off at holiday  
3 pay.

4 **K.** Each day at each base, METRO guarantees that for every 45 LLR Operators  
5 normally scheduled to work on that day, rounded to the nearest 45, one LLR Operator shall be  
6 excused from their assignment. However, the guarantee shall be a minimum of one each day at each  
7 base. Request for AC days may not be entered into the day off book more than one calendar month  
8 in advance of the day off desired. The cut off time for signing the day off book is 10:00 a.m. the day  
9 prior. An LLR Operator who has had the same day of the week off in the last three weeks shall be  
10 moved to the bottom of the list. If workforce allows, more LLR. Operators than the guarantee can be  
11 excused for the day. These guarantees shall not apply in the case of an extreme emergency. For  
12 Christmas day, Rail and the Union will jointly conduct a drawing at each base to determine which  
13 operators will be excused.

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

17 **M.** When an LLR Operator presents a valid medical restriction which prevents  
18 operation of the equipment or in the facility of their assignment, RAIL will work with the UNION to  
19 find a mutually agreeable alternate assignment for the remainder of the shake-up.

20 **N.** During a shakeup, the start or quit time of a Regular or Extra Board LLR  
21 Operator's assignment may be altered by up to 30 minutes. An assignment may be altered by more  
22 than 30 minutes if all LLR Operators regularly assigned to that route/run agree to the alteration. Pay  
23 time will be adjusted based on the alteration.

24 **O.** All LLR Operators are required to be qualified and maintain certification on all  
25 Link territory and rolling stock.

26 ***SECTION R19.6 – RUNS***

27 **A.** There shall be two types of LLR Operator runs.

28 **1.** A "straight run" will consist of straight-through work which is at least seven

1 hours including platform, report, travel time, and other duties as assigned.

2                   2. A run combination or “combo” will consist of two or three pieces of work  
3 which are at least seven hours and eleven minutes in total work time, including platform, report,  
4 travel time, and other duties as assigned and which are within a spread time of 13 hours. Combos  
5 with more than one split will be paid straight through for the lesser split. Any combo with a split of  
6 29 minutes or less will be paid straight through and classified as a straight run. Combos which quit  
7 after 8:00 p.m. shall be paid straight through.

8                   B. A “day run” shall mean any run which is completed by 8:00 p.m.

9                   C. A “night run” shall mean any run that is completed after 8:00 p.m.

10                  D. At the discretion of RAIL, “frags”, meaning assignments less than seven hours,  
11 including platform, report, travel time, and other duties as assigned may be posted and selected at the  
12 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall  
13 apply to frags.

14                  E. The total number of straight day runs for the system on weekdays shall be  
15 equivalent to at least 80% of the day base units on weekdays.

16                  F. Straight day runs shall comprise at least 54% of all straight runs.

17                  G. Any LLR Operator whose work is cancelled shall be put on report and assigned in  
18 proper sequence according to R19.11. As new extensions are added, RAIL will attempt to schedule  
19 combos on weekdays only, but reserves the right to schedule combos on Saturdays.

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

23                  I. Any Extra Board LLR Operator working a regularly-scheduled run shall be paid the  
24 regularly-scheduled run pay.

25                  J. Runs and combos may be broken into trippers on the same day in order to allow  
26 RAIL to fill all work.

27                   **SECTION R19.7 – LINK LIGHT RAIL OPERATOR PICKS**

28                  A. At pick, seniority for all LLR Operators shall prevail in the selection of runs,

1 reports and/or board positions, vacations, overtime trippers, and RDOs.

2 **B.** Link Light Rail Operators will have two system wide picks, at least 20 weeks  
3 apart. Work assignments will be selected at the pick for the following shake-up period.

4 **C.** Copies of the pick schedule will be posted at the O&M Facility and in the UNION  
5 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a  
6 signed, certified LLR Operator seniority list three weeks prior to the first day of the pick.

7 **D.** An LLR Operator who wishes to select an assignment must select an assignment  
8 according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.

9 **E.** RAIL will determine the work, possible RDO combinations, and the base from  
10 which work will originate. Copies of all assignment sheets showing the runs, reports, Extra Board  
11 positions, and available RDO combinations will be posted in the pick room six days prior to the start  
12 of assignment selection. The UNION will be responsible to pay staff of the UNION Representative  
13 table only.

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

16 **G.** A Regular LLR Operator who has Saturday off may pick a vacant Saturday  
17 assignment, by seniority, for work on any Saturday-schedule holiday. A Regular LLR Operator who  
18 has Sunday off may pick a vacant Sunday assignment, by seniority, for work on any Sunday-schedule  
19 holiday. This selection will take place at the base after the LLR Operator pick and after Report and  
20 vacation relief LLR Operators have made their selections. If vacant Saturday/Sunday assignments  
21 are still available, they may be offered for pick, by seniority, to all LLR Operators at the base whose  
22 RDO falls on the holiday. Assignments shall be posted 7 calendar days prior to the holiday.

23 **H.** Each LLR Operator shall have two consecutive RDOs, or in case of a 4/40 LLR  
24 Operator three consecutive RDOs, in every seven-day period, except when LLR Operator shake-ups  
25 or move-ups make this impossible.

26 **I.** An LLR Operator who selects Regular or Report Operator status shall select five  
27 consecutive workday assignments. Each LLR Operator's selections must be all runs or all reports  
28 and must be exclusively day assignments or exclusively night assignments. If an LLR Operator

1 selects runs, there must be at least ten hours off between assignments on consecutive days. If an LLR  
2 Operator selects reports, there must be at least ten hours off between assignments on consecutive  
3 workdays in addition to the spread time. No LLR Operator will be forced to pick an assignment of  
4 runs or reports which would result in less than 10-1/2 hours off between consecutive workday  
5 assignments, or less than 56 hours off on their two consecutive RDOs.

6 **J.** UNION representatives shall be present during picks.

7 **K.** An LLR Operator, who fails to appear at their scheduled pick time and who does  
8 not notify the UNION of their choices via an absentee pick form, shall have an assignment selected  
9 for them by the UNION representative. The UNION representative shall make an effort to select an  
10 assignment comparable to the assignment last selected at a pick. Selections made by the UNION will  
11 not be subject to the grievance/arbitration procedure.

12 **L.** When a new operating base or LLR segment opens or an existing operating base  
13 closes and that base has/had LLR Operator assignments, a section-wide pick will occur.

14 **M.** Each LLR Operator must pick a Regular, Report, or Extra Board assignment  
15 which is compatible with any existing medical restrictions they have on file with METRO. Failure to  
16 do so will result in forfeiture of the LLR Operator's daily or assignment guarantee for each day on  
17 which the LLR Operator has picked an incompatible assignment, unless no work is available within  
18 the LLR Operator's restriction.

19 **N.** To meet specific service needs, RAIL may identify specific days on which Rail  
20 service will operate on a schedule different than the regular schedule. Such schedule deviation days  
21 may include a change in the hours of service, the frequency of service, and/or the number of cars in  
22 service during any portion of the service day. Any day identified by RAIL that will have a schedule  
23 deviation will be posted at the pick. Regular LLR Operators working their regular workday will pick  
24 their assignments by seniority. Regular LLR Operators may select from available work, or if posted,  
25 may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board LLR  
26 Operators scheduled to work that day.

27 **O.** An LLR Operator who has been unable to work for 30 consecutive days or more  
28 must be medically released for full duty effective the first day of the shake-up to be on the pick

1 schedule. Such LLR Operator will not be allowed to pick an assignment except by mutual agreement  
2 between the PARTIES. An LLR Operator who returns to duty without a picked assignment will be  
3 placed on an assignment mutually agreed by the PARTIES.

4 **SECTION R19.8 – MOVE-UPS**

5 A. If regular or report assignments become vacant, less senior LLR Operators at the  
6 base may request a move-up. An LLR Operator who moves up must pick the entire assignment of  
7 the LLR Operator who vacated the run or report. If a Regular LLR Operator moves up to a report  
8 assignment, such LLR Operator will be placed on the same line as the LLR Operator who vacated.  
9 An Extra Board LLR Operator who moves up to a report assignment will remain on their picked  
10 board position. If new Day Extra Board RDO combinations or board positions become available,  
11 Day Extra Board LLR Operators at the base who could not have picked these RDO combinations or  
12 board positions may request a move-up; such move-up will be limited to the Extra Board LLR  
13 Operators. LLR Operator move-ups will be conducted only when they can be implemented at least  
14 28 days prior to a shake-up.

15 B. Move-ups will be conducted by Shop Stewards at the direction of the UNION. An  
16 assignment selected at a move-up via absentee pick will not be subject to the grievance/arbitration  
17 procedure.

18 **SECTION R19.9 – SELECTING VACATIONS**

19 A. Vacations will be picked twice per year at Spring and Fall Picks.

20 B. Vacations may be split into periods of one or more full weeks. After the required  
21 minimum number of hours have been picked, remaining hours may be taken as one-day vacations  
22 throughout the payroll year as specified in R9.4.D. One-day vacations may be consecutive.

23 C. LLR Operators may pick only one prime time vacation per year. RAIL shall  
24 determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION  
25 with a list of vacation periods.

26 D. The UNION shall determine the prime periods for the following year and inform  
27 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

28 E. Future pick and shake-up dates occurring during the vacation periods that LLR

1 Operators can select at the current pick shall be posted in the pick room by RAIL.

2 F. After a vacation relief has been assigned to an LLR Extra Board Operator, there  
3 shall be no changes in vacation unless agreed by the LLR Operator who is assigned the vacation  
4 relief.

5 G. An LLR Operator may, with RAIL approval, change their vacation to a period  
6 which they did not have the seniority to pick provided the available period(s) are posted at least one  
7 week in advance.

8 **SECTION R19.10 – LINK LIGHT RAIL EXTRA BOARD**

9 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those  
10 assignments left open, to fill any special work, and to fill overtime assignments according to the  
11 overtime assignment process. Board positions shall be open for selection at the pick by all LLR  
12 Operators by seniority. LLR Operators may select any available position on either Extra Board.

13 B. During a shake-up, any newly hired LLR Operators shall be placed two positions  
14 up from the bottom of the Day Board. Selection of position shall be by seniority.

15 C. All work assigned to an Extra Board LLR Operator as part of their regular  
16 workday assignment will be within a spread of 13 hours unless voluntarily waived by the LLR  
17 Operator or in the case of an extreme emergency.

18 D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be  
19 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board LLR Operator  
20 who is available the following day will receive one hour of straight-time pay, except in case of  
21 extreme emergency.

22 E. The Extra Boards shall be assigned according to the following rules:

23 1. All available work will be sorted into two categories as follows:

24 a. Category A shall include:

25 1) Straight day runs which quit at 8:00 p.m. or earlier.

26 2) Day reports which have a quit time of 10:00 p.m. or earlier

27 as determined by a 13-hour spread.

28 3) Combos which quit at 8:00 p.m. or earlier.

- 1 4) Tripper combinations which quit at 8:00 p.m. or earlier.
- 2 5) Tripper and report combinations which have a latest quit
- 3 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
- 4 6) Special work which has an estimated quit time of 8:00 p.m.
- 5 or earlier.

6 **b. Category B shall include:**

- 7 1) Runs which quit later than 8:00 p.m.
- 8 2) Reports which have a quit time later than 10:00 p.m., as
- 9 determined by a 13-hour spread.
- 10 3) Combos or other combinations of work which quit later than
- 11 8:00 p.m.
- 12 4) Special work which has an estimated quit time of later than
- 13 8:00 p.m.

14 2. Category B assignments shall be assigned first, beginning with the Night  
15 Board, from the bottom of the board, according to quit time, latest quit time assigned first.

16 a. If there are more available LLR Operators on the Night Board than  
17 assignments in Category B, then the remaining Night Board LLR Operators shall be assigned  
18 Category A work with the latest start time assigned first.

19 b. If there are fewer available LLR Operators on the Night Board than  
20 available assignments in Category B, then remaining Category B assignments shall be assigned to the  
21 Day Board, latest quit first, from the bottom up.

22 3. Category A work shall be assigned next to the Day Board, from the top of  
23 the board down, according to quit time, with the earliest quit assigned first.

24 4. Quit time of special work shall be estimated by RAIL for the purpose of  
25 establishing assignment sequence. There is no guarantee that special work will quit at the estimated  
26 time.

27 5. If two or more LLR Operator assignments within the same category quit at  
28 the same time, they shall be assigned as follows:

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

6. If the number of Extra Board LLR Operators available for work on a regular workday is greater than the number of available runs, reports and special work which fits the definition of a run, then tripper combinations may be inserted in the assignment sequence according to their quit times. Tripper combinations will be made with trippers, pieces of work and special work under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than one split will be paid straight-through for the lesser split. Any tripper combination split of 29 minutes or less will be paid straight-through. LLR Operators may be required to perform duties within the LLR Operator job description during paid splits.

7. If the number of Extra Board LLR Operators available for work on a regular workday is less than the number of available runs, reports and special work which fits the definition of a run, runs may be taken out of the assignment sequence and assigned according to the overtime provisions. The runs to be removed from the assignment sequence will be combos, late day 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 p.m. to 9:59 p.m., in that order.

8. All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be assigned to Extra Board LLR Operators, who are certified and available, as a regular assignment. Any remaining work will be assigned according to the overtime assignment sequence.

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

10. Any Extra Board LLR Operator who receives an assignment out of



1 sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-  
2 time pay, except in case of extreme emergency. Any LLR Operator who receives an overtime  
3 assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive  
4 pay to equal the assignment they should have had or the assignment they received, whichever is  
5 greater.

6 **11.** The following provisions shall apply to Extra Board LLR Operators who  
7 choose vacation reliefs:

8 **a.** Extra Board LLR Operators, except Report LLR Operators, may  
9 request to work the runs or reports of LLR Operators who are on vacation, sick leave, detail, Special  
10 Duty Assignment, industrial injury, disability leave, or unpaid leave of absence of one week or more.  
11 Vacant runs or reports may be picked as vacation reliefs until they are filled by a move-up. An LLR  
12 Operator will be allowed to pick vacation reliefs only on assignments that have the same RDOs as the  
13 LLR Operator on vacation. LLR Operators will pick this work by seniority.

14 **b.** For a Saturday or Sunday-schedule holiday, all Extra Board LLR  
15 Operators who regularly work that day, and who are working vacation reliefs which have no Saturday  
16 or Sunday assignment respectively, shall pick from all vacant Saturday or Sunday assignments  
17 available after Report LLR Operators have picked.

18 **c.** When a vacation relief assignment ends, the Extra Board LLR  
19 Operator shall revert to their regular picked position on the Extra Board without any penalty to RAIL.  
20 This LLR Operator then becomes eligible for the next available vacation relief, or remainder of an  
21 unpicked vacation relief, according to seniority.

22 **d.** Extra Board overtime policies remain unchanged.

23 **e.** An Extra Board LLR Operator picking a vacation assignment must  
24 work the entire vacation assignment, not including any picked RDO overtime, except as provided in  
25 Paragraph c.

26 **12.** If an Extra Board LLR Operator's normal sequence assignment conflicts  
27 with their partial absence or non-driving assignment, then such LLR Operator will be given an  
28 assignment which is not a straight run and which has a quit time within one hour of their normal

1 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such LLR  
2 Operator.

3 F. No LLR Operator's RDO shall be cancelled or changed without the consent of the  
4 LLR Operator, except in extreme emergency. Each Extra Board LLR Operator shall have a  
5 minimum of 56 hours off for their two consecutive RDOs.

6 G. Any Extra Board LLR Operator may request to add or remove a guarantee of 10-  
7 1/2 hours off between consecutive days' assignments, provided this is requested in writing at the  
8 pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board LLR Operator  
9 requesting the 10-1/2 hours off between consecutive days' assignments and who would not receive  
10 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence,  
11 and will receive the first available assignment after their 10-1/2 hours off.

12 H. An Extra Board LLR Operator who, for any reason, does not receive their  
13 requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the  
14 completion of the day's assignment. An LLR Operator electing to pass up will report to the base  
15 after their 10-1/2 hours off, unless notified to report later.

16 I. Extra Board LLR Operators will be used to fill assignments at all LLR operating  
17 bases. Extra Board LLR Operators will report to the base they are assigned to in the planning process.  
18 If assigned to a base other than their home base during the planning process, LLR Operators will be  
19 paid a seven percent (7%) premium for that shift to compensate for travel to and from their Home  
20 Base to balance work. If assigned to a base other than their home base following the planning  
21 process, LLR Operators will remain on paid time to travel to and from their assigned base and will  
22 not be eligible for the 7% premium pay. PARTIES agree to a one (1) year pilot program of an Extra  
23 Board LLR operator assignment process upon opening of OMF-E and will agree to discuss the  
24 continuation, alterations, or cancellation.

25 ***SECTION R19.11 – REPORT LINK LIGHT RAIL OPERATORS***

26 A. Report assignments will be posted and selected at the LLR Operator pick.

27 B. LLR Operators shall pick reports according to the open pick system.

28 C. Report LLR Operators will be available for a spread of 13 hours and must accept

1 all work according to Report LLR Operator work rules set forth in this AGREEMENT.

2 **D.** For a Sunday-schedule holiday, a Report LLR Operator having a Sunday report  
3 and who regularly works on that day will work their Sunday report. A Report LLR Operator on their  
4 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by  
5 seniority, or to revert to their position on the Extra Board for assignment.

6 **E.** For a Saturday-schedule holiday, a Report LLR Operator having a Saturday report  
7 and who regularly works on that day will work their Saturday Report. A Report LLR Operator on  
8 their regular workday without a Saturday Report may choose to pick from all vacant Saturday  
9 assignments, by seniority, or to revert to their position on the Extra Board for assignment.

10 **F.** RAIL may adjust picked report times by a maximum of 30 minutes when a change  
11 is needed. RAIL shall give five calendar days' notice to an LLR Operator whose report will be  
12 affected. When changes adversely affect an LLR Operator's personal life or impose serious hardship  
13 in reporting to work, the LLR Operator may request that the Operations Superintendent and the  
14 UNION review the matter.

15 **G.** An LLR Operator may voluntarily waive their 13-hour spread. An LLR Operator  
16 may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours  
17 with mutual consent of RAIL and the LLR Operator. A Report LLR Operator who waives their 13-  
18 hour spread must still be available for their regular shift the next day.

19 **H.** Except as otherwise provided in this AGREEMENT, all time served on report  
20 shall be paid. Any LLR Operator required to report shall receive a minimum of two and one-half  
21 hours pay. However, an LLR Operator serving on report shall be considered on report, regardless of  
22 assignment, until released. Two and one-half hours shall be paid when released from report and  
23 assigned work starting more than two and one-half hours after reporting. At the completion of an  
24 assignment, an LLR Operator may be released or assigned to further duties. If report time and tripper  
25 time are consecutive, report time will be used to make up the tripper guarantee. Report time will stop  
26 at the beginning of pay time.

27 **I.** At the beginning of each shake-up, RAIL shall define the number of report  
28 positions and the report time of each position. Additional report assignments may be added at the

1 discretion of RAIL, provided that any assigned or picked report shall not share the same report time.  
2 If RAIL determines that it is necessary to continue these additional report times for the remainder of  
3 the shake-up, they will be subject to a move-up.

4 **J.** The LLR Operator with the earliest first report time gets the first piece of work that  
5 is or becomes available within their 13-hour spread, except in cases of emergency. If the assignment  
6 is less than eight hours work time, the LLR Operator may be assigned additional work within the  
7 terms of this AGREEMENT. When assignments have the same quit time, the rules of Section 10,  
8 Paragraph E.5 also apply to LLR Operators on report. LLR Operators on late report follow the last  
9 Report LLR Operator and the last LLR Operator on pass-up.

10 **K.** At the discretion of the Dispatcher, assignments that become available for Report  
11 LLR Operators may be broken up if necessary to keep service in operation.

12 **L.** Work available at the time a Report LLR Operator is released from an a.m.  
13 assignment may be assigned at that time for the remainder of the day at the discretion of the  
14 Dispatcher.

15 **M.** An LLR Operator required to serve on report on a Saturday, Sunday, Saturday-  
16 schedule holiday, or Sunday-schedule holiday, shall serve continuous report until given work or  
17 released for the day.

18 **N.** Should an LLR Operator who has picked a regular report, and another LLR  
19 Operator who has a non-regular report share the same initial report time, the LLR Operator who must  
20 be off earliest will be first up. If both LLR Operators must be off at the same time, the LLR Operator  
21 with the regular report will have first right of refusal for the assignment. Should two or more Extra  
22 Board LLR Operators have the same initial report time, the most senior LLR Operator will have first  
23 right of refusal on an available assignment.

24 **O.** No Report LLR Operator will be required to work prior to report time.

25 **P.** A Report LLR Operator with a partial absence or non-driving work assignment that  
26 is within their 13-hour spread will be removed from their report and given an assignment that starts  
27 no earlier than the start time of their report assignment and has a scheduled quit time within their  
28 normal spread or within 13 hours of their non-driving work assignment, whichever is earlier. RAIL

1 will attempt to maximize straight-time paid work hours for such LLR Operator.

2 **SECTION R19.12 – OVERTIME**

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

7 B. An LLR Operator working a regular run on their RDO shall be paid for eight hours  
8 at the overtime rate or for actual overtime hours worked, whichever is greater. An LLR Operator  
9 who works two separate and complete runs on the same day will be paid such guarantee for each run.  
10 An LLR Operator assigned overtime on their RDO, per Paragraph D.2 and D.4, shall be guaranteed a  
11 minimum for the day of two hours and forty minutes pay at the overtime rate.

12 C. All runs shall be assigned and every available LLR Operator shall have work  
13 before any overtime assignment is made.

14 D. If overtime is available it shall be assigned by seniority with the greatest pay time  
15 first, according to the following LLR Operator sequence.

- 16 1. Extra Board LLR Operators on regular workday, within spread.
- 17 2. Extra Board LLR Operators and Report LLR Operators on an RDO.
- 18 3. Regular LLR Operators on regular workday.
- 19 4. Regular LLR Operators on an RDO.
- 20 5. Extra Board LLR Operators on regular workday voluntarily exceeding their  
21 spread time, except as provided in Section 5, Paragraph L.
- 22 6. Extra Board LLR Operators on regular workday and Report LLR Operators  
23 who have reverted to their positions on the Extra Board, forced in inverse order of seniority.

24 E. No LLR Operator shall be required to work on their RDO. No Regular LLR  
25 Operator shall be assigned overtime work unless they volunteer for such work.

26 F. If no LLR Operator is available to work, other certified Employees may be used to  
27 sustain service until an LLR Operator is located to perform the work. If no other certified Employee  
28 is available to work, other certified employees may be used to sustain service until a certified

1 Employee is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper  
2 case “Employee” denotes ATU Local 587 members and lower case “employee” denotes other  
3 employees.)

4 **G.** Any LLR Operator volunteering for overtime shall be required to work the  
5 overtime assigned.

6 **H.** An Extra Board LLR Operator may request to add or remove overtime availability  
7 for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. LLR  
8 Operators who remove overtime availability may be assigned overtime only in accordance with  
9 Paragraph D.6.

10 **I.** A Regular LLR Operator may request to be added to or removed from the overtime  
11 list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective  
12 Saturday.

13 **J.** RAIL may post overtime trippers for pick.

14 **1.** A Regular LLR Operator may select one overtime tripper per day, including  
15 their RDO. An Extra Board LLR Operator may select one overtime tripper for each RDO.

16 **2.** If all posted trippers are not picked, the balance shall be offered for pick to  
17 all LLR Operators by LLR Operator seniority. An LLR Operator may pick a second tripper per day  
18 at this time. An Extra Board LLR Operator may not pick a tripper on their regular day to work. Any  
19 remaining trippers shall be assigned according to the work rules.

20 **3.** An LLR Operator who has picked an overtime tripper will be assigned that  
21 tripper on the day(s) picked unless excused.

22 ***SECTION R19.13 – SPECIAL ALLOWANCES***

23 **A.** No less than twenty minutes report time shall be paid for pre-departure check-out.  
24 However, this provision does not apply to mainline reliefs.

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

1 federal law.

2 C. Employees are directed to inform METRO of any excess time worked so METRO  
3 may enter that time into the payroll system and compensate the Employee for their work.

4 D. One hour straight-time pay shall be paid to an LLR Operator for each day spent  
5 instructing each student. An Operator will be paid per evaluation turned into the window up to a  
6 maximum of two hours of straight-time pay.

7 E. If an LLR Operator is working an overtime assignment, and the overtime rate  
8 applies, they will be paid at the overtime rate or receive a minimum of two hours and thirty minutes  
9 of straight time pay, whichever is greater.

10 F. The minimum time paid for extra assignments for LLR Operators shall be the  
11 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

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

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

20 I. Mainline relief travel time shall be paid at the applicable rate based upon the  
21 maximum time required for travel from the base to a relief point during the applicable period of the  
22 day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility  
23 relief shack.

24 J. An LLR Operator who is relieved on the road and is directed by RAIL to return to  
25 the base to submit an accident or incident report or a found item will be paid travel time at the  
26 applicable rate.

27 **SECTION R19.14 – UNIFORMS**

28 A. Upon completion of training and after certification, a newly hired LLR Operator

1 shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter,  
2 the uniform allowance shall be available annually on the LLR Operator's anniversary of rail  
3 certification.

4           **B.** A uniform allowance of twelve times the top step LLR Operator wage rate on  
5 January 1 of each year shall be available annually on each LLR Operator's certification date. The  
6 uniform allowance may be used only to purchase authorized uniform items. An LLR Operator who  
7 does not pick an assignment and who is not required to be in uniform will have their uniform  
8 allowance for the following year reduced by one-third of the annual allowance for each shake-up on  
9 such status.

10           **C.** Uniform allowance balances may be carried over if unused. An LLR Operator's  
11 accrued allowance may not exceed 25 times the top step LLR Operator wage rate that will be in  
12 effect on January 1st immediately following the effective date of this AGREEMENT.

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

18           **E.** Footwear designated by METRO may be purchased with the uniform allowance.  
19 Footwear must meet the current standards of uniform footwear for LLR Operators.

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

22           **G.** LLR Operators who leave RAIL in good standing shall not be required to return  
23 items which came with a Sound Transit insignia.

24           ***SECTION R19.15 – ATTENDANCE***

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

28           **B.** If an Employee is late, the Employee is encouraged to report for possible



1 assignments if work is available under other conditions, as noted in this AGREEMENT.

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

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

7 • First – Informational Notice.  
8 • Second – Oral Reminder.  
9 • Third – Written Reminder and the Employee will be offered a program of  
10 assistance from both PARTIES in developing a plan to improve attendance. This program will  
11 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
12 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
13 suspended or not, the Employee shall be given a referral to the Employee Assistance Program (EAP).

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

17 • Fifth – Discharge, unless RAIL determines that an additional suspension  
18 may be sufficient to correct the Employee’s attendance problem.

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

20 • First through third – Informational Notice.  
21 • Fourth – Oral Reminder and Employee will be offered a program of  
22 assistance from both PARTIES in developing a plan to improve attendance. This program will  
23 include a referral to the Employee Assistance Program (EAP). The METRO unit  
24 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
25 of the program, which will be specific to the Employee.

26 • Fifth – Written Reminder.  
27 • Sixth – Review of program of assistance; Explanation of Attendance

28 Probation.

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

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

5                   1. The attendance probation will begin on the calendar day following the  
6 Employee’s seventh miss.

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

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

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

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

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

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

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

26                   G. Four consecutive workdays of absence without leave will be considered a  
27 resignation may be considered a resignation or grounds for termination, as appropriate, taking into  
28 consideration mitigating circumstances.

1           **H.** A continuous record of 60 calendar days without a miss will cancel the first late  
2 report or absence that is less than twelve months old. Thereafter, each continuous 30 calendar days  
3 without a miss will cancel the next late report or absence on the Employee’s record, until all are  
4 cancelled. Should the Employee have a miss, another 60-day period must be completed before more  
5 cancellations will be made. For the purpose of administering this Paragraph, any time missed from  
6 work due to unpaid leaves of absence or suspension will not be counted toward a continuous record  
7 of 60 and/or 30 calendar days without a miss.

8           **I.** Misses for LLR Operators include:

9                   **1.** Unexcused Absence – Failure to report within one hour after designated  
10 report time or an Operator’s failure to accept late report, or calling in sick less than 30 minutes before  
11 an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay  
12 for the day. However, if an Employee is incapable of complying with these requirements to timely  
13 report based on a condition listed in Article R11, Section 4, they will be excused if the request is  
14 properly submitted.

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

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

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

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

23           **L.** The procedure for late reports and absences for LLR Operators shall be as follows:

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

28                   **2.** If the first Report Operator is assigned to work, the Dispatcher/Planner will

1 verbally notify the next Report Operator to be available to sign in for work.

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

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

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

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

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

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

27                   2. For an LLR Operator, a request for a miss to be changed to an absence or  
28 excused absence must be presented, in writing, to the immediate supervisor, within five workdays of

1 the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an  
2 absence or excused absence.

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

4 An LLR Operator coming off the sick list must notify the Dispatcher at the appropriate OMF by  
5 10:00 a.m., or the LCC if Dispatch is not open in order to be scheduled for work the next day. One  
6 continuous incident of sick leave will be charged to an Operator who anticipates returning to work  
7 and comes off the sick list prior to 10:00 a.m., but whose licensed practitioner will not release the  
8 Operator for duty the following day.

9 **ARTICLE R20: LINK LIGHT RAIL SUPERVISORS**

10 ***SECTION R20.1 – DEFINITION OF EMPLOYEES***

11 A. A “LLR Supervisor” shall mean a person employed by RAIL on a regular full-time  
12 continuing basis who may perform the job duties of, including but not limited to:

- 13 ● Dispatcher
- 14 ● Field Supervisor
- 15 ● Operations Controller – requires current and active qualification
- 16 ● Communication Specialist in LCC – does not require LCC qualification
- 17 ● LLR Instructor

18 If either PARTY requests a reopener to negotiate separating LCC into its own job classification, the  
19 PARTIES shall meet to bargain in good faith.

20 B. A “LLR Supervisor-in-Training (LLRSIT)” shall mean an Employee who is  
21 training to become an LLR Supervisor.

22 ***SECTION R20.2 – MUTUAL RESPONSIBILITIES***

23 The management and direction of the work force, which includes, but is not limited to,  
24 assigning work, clarifying all job specifications with regard to duties and setting performance  
25 standards with input from LLR Supervisors, is vested exclusively in RAIL. This is limited only by  
26 the stated conditions in this Article. Items not specifically addressed in this Article but covered in the  
27 general Articles of this AGREEMENT shall also apply to LLR Supervisors. No changes in existing  
28 rights or related conditions shall be made without first negotiating with the UNION.

1                   **SECTION R20.3 – LINK LIGHT RAIL SUPERVISOR-IN-TRAINING**

2                   A. All hiring processes for LLR Supervisors will be open to all bargaining unit  
3 Employees and outside applicants. The qualification criteria will be the same for all applicants.

4                   B. Employees are encouraged to apply for LLR Supervisor positions. They may  
5 apply and compete with external candidates. Employees will receive an additional 5% on any  
6 passing test scores. Employees who are advanced to the interview stage will receive an additional  
7 5% added to their test scores. The ratio of Employee’s preference compared to the preference given  
8 to other King County employees will remain in full force and effect throughout the duration of this  
9 AGREEMENT.

10                   **C. LLRSIT Vacancies.**

11                   1. LLR Supervisor-In-Training vacancies shall be posted on METRO bulletin  
12 boards for at least two calendar weeks. Candidates must have at least two and one-half years of full-  
13 time service in the five years preceding the closing date for applications. For each month of PTO  
14 service, ½ month of FTO service will be credited. Interested Employees must formally apply through  
15 METRO’s Transit Human Resources Office within the specific time frame listed. Selection of  
16 LLRSIT candidates shall be the sole responsibility of METRO. The selection process for LLRSITs  
17 shall be based on an Employee’s ability, training, education, experience and job performance, as  
18 determined by appropriate testing procedures and evaluations, which have been and will continue to  
19 be developed with input from LLR Supervisors. An LLR Supervisor, selected by RAIL after  
20 consultation with the UNION, will be included in the LLRSIT candidate selection.

21                   2. Successful candidates will be placed on a list by seniority. The LLRSIT  
22 candidates list will remain in effect until exhausted. Candidates must meet eligibility criteria used for  
23 the recruitment process at the time of appointment or they will be removed from the list. Once  
24 removed from the list, an Employee must wait until the next recruitment to reapply.

25                   D. Testing procedures for LLRSIT candidates shall be developed with input from  
26 LLR Supervisors.

27                   E. LLRSITs shall be placed in that classification for twelve months, during which  
28 time they shall be required to obtain or maintain a rail card and qualify as a Dispatcher, Field

1 Supervisor, and Communication Specialist. The rail card shall be obtained prior to entering the  
2 LLRSIT training modules for Dispatcher, Field Supervisor, and Communication Specialist. Once  
3 qualified in all areas, all LLRSITs are eligible to participate in regular picks and move-ups. Failure  
4 to obtain or maintain a rail card, or failure to qualify in any of the LLRSIT training modules, shall  
5 result in termination as LLRSIT and return to previous classification with no loss in seniority. RAIL  
6 shall establish and publish standards for qualification and, with input from instructing LLR  
7 Supervisors, will determine in each case whether the LLRSIT has successfully qualified.

8           **F.** Upon appointment, LLRSITs shall be subject to a twelve-month probationary  
9 period.

10           **G.** Upon appointment, LLRSITs shall receive a voucher for four pairs of uniform  
11 pants, six uniform shirts or blouses, one sweater, one parka, and one hat. In addition, LLRSITs will  
12 be reimbursed for one pair of Section approved work footwear in accordance with R20.10.B. The  
13 same items shall be issued to LLR Supervisors newly hired from Bus Supervisor positions.

14           **H.** An LLRSIT shall not formally train another LLRSIT at any time.

15           **I.** Upon successful completion of training and qualification, the LLRSIT may  
16 independently work shifts in any qualified classification as assigned by METRO. Upon qualification  
17 in a classification, a LLRSIT will be eligible for overtime in that classification. Overtime will be  
18 assigned according to the overtime guidelines for Rail Supervisors.

19           ***SECTION R20.4 – PICKS***

20           **A.** In the spring and fall of each year, when a facility opens or closes, or when  
21 mutually agreed by the PARTIES, all shifts required in the job classification of LLR Supervisor, but  
22 not including Operations Controller shifts will be posted for a general pick. Copies of shifts to be  
23 picked will be posted at all work sites 14 calendar days prior to the pick. RAIL also will issue each  
24 LLR Supervisor and the UNION a copy of this information. After the posting, there will be a review  
25 period in which changes may be made by RAIL. No changes will be made five calendar days prior to  
26 the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will occur  
27 between April 1 and April 15 and implementation of the fall pick will occur between October 1 and  
28 October 15. The two general picks will be held unless a special pick has occurred or is scheduled to

1 occur within 45 calendar days of the general pick. Separate spring and fall picks will be held for  
2 qualified Operations Controllers. These picks will occur prior to the respective picks for all other  
3 LLR Supervisor shifts. The second pick of the year for qualified Operations Controllers will be for  
4 internal movement only.

5 **B.** LLR Supervisor and Operations Controller shifts will be classified as regular and  
6 relief. Employees will be permitted to select shifts and vacations in accordance with individual  
7 seniority. All shifts will be available for pick according to pick guidelines for their respective picks.  
8 Pick guidelines will be reviewed in advance by the PARTIES.

9 **C.** An LLR Supervisor who will not be available to pick must leave, with the UNION,  
10 their choices of shifts in order of preference. Failure to do so will result in the UNION representative  
11 making every effort to select a shift comparable to the assignment last selected at a pick. Selections  
12 made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall  
13 not be compensated for time spent in the pick unless it is during their regular working hours.

14 **D.** The UNION agrees to staff the pick room and a UNION representative shall  
15 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. This also applies to Operations Controller shifts, excluding relief  
19 shifts.

20 **F.** At each pick, LLR Supervisors, including Operations Controllers, may volunteer in  
21 writing to work overtime.

22 **G.** All regular shifts shall have at least ten hours off between consecutive day's shifts.  
23 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere  
24 in this AGREEMENT. Should either PARTY be adversely affected by this Paragraph, the PARTIES  
25 agree to meet and negotiate necessary changes.

26 **H.** Any deviation to shift schedules for holidays will be posted at pick.

27 **I.** Pick will be governed by the provision of this Section and by guidelines mutually  
28 developed and agreed by the PARTIES.



1           **J.** When a LLR Supervisor is unavailable for work for any reason for 30 or more  
2 consecutive calendar days prior to a shake-up, such supervisor shall not pick an assignment except by  
3 mutual agreement between the PARTIES. If an Employee who did not pick returns during a shake-up  
4 they will revert to the relief list. The relief list shall have a line added, and the LLR Supervisor shall  
5 be placed on the relief list in seniority order pursuant to Article R20, Section 6, Paragraph E. A  
6 move-up (pursuant to Article R20, Section 5, Paragraph B) may be conducted within 30 days, starting  
7 with the first person in seniority order who could not pick the relief list. If the returning LLR  
8 Supervisor has higher seniority, no move-up shall be conducted.

9           **K.** RAIL requires that a minimum number of Supervisors, as established by RAIL,  
10 maintain LCC certification. A minimum number of supervisors, as established by RAIL, must pick  
11 into the LCC starting with the spring pick and commit to one year of service. If the minimum  
12 number of Supervisors do not pick into the LCC, inverse seniority of qualified Supervisors will be  
13 used to reach the required staffing. RAIL may, at its discretion, increase, up to 20%, the minimum  
14 number of both qualified Operations Controllers and the minimum number of Operations Controllers  
15 required to pick into the room. METRO will provide notice to the UNION two weeks prior to the  
16 Operations Controller pick if this number is increased.

17           **L.** Once per year, prior to the last day in January, 5% of the Supervisors can opt out  
18 of LCC certification in seniority order. Ninety days prior to the Operations Controller spring pick,  
19 RAIL will put out a letter of interest for non-qualified Supervisors to become qualified. Supervisors  
20 who volunteer will be given a minimum of one week of classroom qualifying time and three weeks of  
21 OJT peer training if they were previously qualified in the last three years. Supervisors who have not  
22 been previously qualified in the last three years will go through initial LCC Operations Controller  
23 training. In the event there are not enough volunteers to fill the open positions, RAIL will require  
24 Supervisors complete LCC training by inverse seniority.

25           **M.** An LLR Supervisor (including Operations Controllers) who has been unable to  
26 work for 30 consecutive days or more must be medically released for full duty effective the first day  
27 of the shake-up to be on the pick schedule. See R20.4.J above.

28           ***SECTION R20.5 – MOVE-UPS***

1           A. When a permanent vacancy occurs during a shake-up in any LLR Supervisor  
2 position, a seniority move-up will be held by the UNION as soon as possible. Remaining vacant  
3 shifts may be offered in seniority order to fully qualified LLRSITs. LCC Operations Controllers will  
4 not be allowed to leave their LCC shift unless a lower seniority LCC qualified Supervisor agrees to  
5 enter the LCC during the move-up. Remaining vacant shifts, excluding Operations Controller shifts,  
6 may be offered in seniority order to fully qualified LLRSITs.

7           B. When a relief list position is added during a shake-up, a move-up for that newly  
8 created position may be requested. Such move-up would begin with the first person in seniority order  
9 who could not pick the relief list at the First-line pick. Relief list positions for LLRSITs may not be  
10 included in a move-up until the LLRSIT on that relief list position has completed their probation as  
11 an LLRSIT, whereupon that Employee is eligible to participate in move-ups as a LLR Supervisor.

12           C. Move-ups may not be requested during the last eight weeks of the current shake-  
13 up.

14           ***SECTION R20.6 – WORK ASSIGNMENTS***

15           A. The LLR Supervisor job classification, except for LLRSIT, shall have regular  
16 shifts and relief shifts. LCC will have separate regular and relief shifts for Operations Controllers.  
17 All shifts will be available for pick according to the pick guidelines, However, Operations Controller  
18 shifts may only be picked by LCC qualified Supervisors.

19           B. All shifts for LLR Supervisors, including Operations Controllers, shall be  
20 completed within a continuous eight or ten hour period.

21           C. Regular shifts, including Operations Controller shifts, shall consist of five  
22 consecutive days of work (or four days if it is a 4/40 assignment) in a workweek, with each workday  
23 guaranteed eight or ten hours of pay, respectively. Regular shift RDOs shall be two consecutive days  
24 (4/40 assignments shall have three consecutive RDOs). All regular shifts will be assigned in their  
25 entirety unless otherwise approved by the unit supervisor or designee. When a picked shift is  
26 cancelled, the unit supervisor or designee will notify the UNION. This notification will occur on a bi-  
27 weekly basis.

28           D. Relief shifts, including Operations Controller relief shifts, will be guaranteed 40

1 hours of pay per workweek, with an eight-hour guarantee each workday. Shifts for Relief LLR  
2 Supervisors, including Operations Controller relief shifts, shall be posted by Friday of the week  
3 before each pay period ends for each pay period. Complete block assignments must be picked in  
4 their entirety/blocks cannot be broken up. Shifts will be picked/filled based by seniority, except  
5 where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.

6 **E.** Blocks of work consisting of a Supervisor's picked work of one week or more  
7 must be picked in its entirety, including RDOs.

8 **F.** Individual pieces of work may be placed into a block of work, including RDOs, at  
9 RAIL's discretion.

10 **G.** Sufficient assignment blocks and RDOs will be created to provide 40 hours (either  
11 5/8s or 4/10s) pay for each week picked.

12 **H.** Blocks of work may be created to include Dispatcher, Communications Specialist,  
13 and Field Supervisor shifts. Supervisors with Operations Controller relief shifts may pick Operations  
14 Controller or Communication Specialist shifts in the LCC. Communication Specialist shifts will be  
15 offered to the Operations Controllers relief list prior to being offered to LLR Supervisors on the relief  
16 list.

17 **I.** Requests for time off from all LLR Supervisors, including LCC Supervisors, must  
18 arrive in the designated inbox no later than 12PM on the Friday of non-pay-day week prior to the bi-  
19 weekly relief pick.

20 **J.** There will be two consecutive RDOs (or three consecutive RDOs for 4/40  
21 assignments) for each 40-hour week, except for Relief LLR Supervisors, including Relief Operations  
22 Controllers, with Friday and Saturday RDO combinations switching to another RDO combination or  
23 vice versa. RDOs will not be changed or cancelled without the consent of the affected LLR  
24 Supervisor, including Operations Controllers, except in an emergency. The RDOs for Relief LLR  
25 Supervisors, including Relief Operations Controllers, may change each pay period as a result of the  
26 availability of assignments.

27 **K.** Prior to the end of each pay period, each Relief LLR Supervisor, including  
28 Operations Controllers, will pick their assignment for the next pay period from the known available

1 assignments and available RDOs, by seniority. Assignments with five days of the same shift type  
2 available in one pay week (Saturday through Friday) must be picked in their entirety with their  
3 RDOs. Assignments with four days of the same shift number available in one pay week (Saturday  
4 through Friday) must be picked in their entirety with their RDOs. If the four days are part of a 5-day  
5 work schedule, an additional open shift (that is not part of an existing block) must be picked on the  
6 remaining workday. Each pay week will be picked separately. Assignments selected the first week  
7 will not affect selections in the second week, except where minimum time off between shifts and/or  
8 54 hours off for RDOs would be compromised.

9           **L.** If there are not enough work assignments for all Relief LLR Supervisors to choose  
10 from, extra assignments may be created. RAIL may change a Relief LLR Supervisor's extra  
11 assignment by up to eight hours, provided the change is made at least twelve hours before the start  
12 time of the LLR Supervisor's extra assignment, except as provided in Paragraph G. In an emergency,  
13 or with the Relief LLR Supervisor's consent, a Relief LLR Supervisor's extra assignment may be  
14 changed by more than four hours and with less than twelve hours notice. Relief LLR Supervisors  
15 who have picked extra assignments must check in between twelve and eight hours prior to the  
16 scheduled start of the extra assignment to find out if there is a change. This same process applies to  
17 Relief Operations Controllers in the LCC.

18           **M.** All LLR Supervisors, including LCC Operations Controllers, shall have at least 54  
19 hours scheduled off for their two consecutive RDOs.

20           **N.** RAIL will determine the number of relief shifts, but the number of relief shifts will  
21 not exceed one-third of the total of all shifts.

22           **O.** RAIL agrees to assign all special project assignments by giving equal  
23 consideration to the LLR Supervisor's (including Operations Controllers) education, ability and  
24 experience as it applies to each assignment. Special project assignments will be posted for regular  
25 LLR Supervisors, including Operations Controllers, to apply for and selection shall be based on the  
26 above criteria if the special project assignment is to exist for 30 calendar days or more. If the special  
27 project assignment is in excess of 90 calendar days, the special project assignment will be rotated  
28 among those who applied and who meet the above criteria, provided the rotation does not result in

1 project delay. METRO also recognizes the need for ongoing optional training programs which will  
2 allow LLR Supervisors, including Operations Controllers, to become better qualified for their present  
3 work assignments or for advancement.

4 **P.** Except where modified by historical practice, agreement or mutual understanding,  
5 any work that has been historically or traditionally performed only by LLR Supervisors, including  
6 Operations Controllers, will not be performed by any other individual.

7 **Q.** When a shift remains unfilled within one hour of the start time of the shift and  
8 RAIL determines that the shift cannot be cancelled, an LLR Supervisor working a different shift with  
9 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The  
10 hours worked by the LLR Supervisor cannot be changed more than 30 minutes except by mutual  
11 agreement. When determining which LLR Supervisor will fill the shift, RAIL will consider seniority,  
12 LLR Supervisor qualification, business requirements and the LLR Supervisor's desire to change work  
13 assignments. Open LCC Operations Controller shifts will be mandatory assignments and will be  
14 filled by Operations Controller qualified Supervisors by inverse seniority who have not picked into  
15 the LCC.

16 **R.** To meet service needs, LLR Supervisors may be assigned to other duties within  
17 their job classification. Any wage differential included in a shift will be maintained if an LLR  
18 Supervisor is assigned other duties during their shift.

19 **S.** RAIL will determine the LLR Supervisor staffing needs, including Operations  
20 Controller staffing needs, for each special event day. When RAIL has determined which shifts will  
21 be required to work, LLR Supervisors will be offered the special event assignment in seniority order,  
22 as follows:

- 23 1. LLR Supervisors on regular workday
- 24 2. LLR Supervisors on their RDO
- 25 3. Should no LLR Supervisor accept the special event assignments, they may  
26 be assigned by inverse seniority to LLR Supervisors on regular day to work.
- 27 4. This same process will apply separately for Operations Controllers special  
28 event assignments.

1 T. Known special event assignments shall be posted at the pick. Special event service  
2 that is not posted at the pick shall be made available through the assignment/overtime process.

3 U. LLRITs are ineligible to work as Operations Controllers.

4 ***SECTION R20.7 – SPECIAL ALLOWANCES***

5 A. LLR Supervisors will receive 5% above the LLR Supervisor wage for all time paid  
6 when assigned as an Operations Controller, as described in Exhibit RA.

7 B. An LLR Supervisor shall receive two hours straight-time pay in addition to regular  
8 pay for each shift during which they instruct an LLRSIT or non-qualified LLR Supervisor or an LLR  
9 Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This  
10 pay will be contingent on the completion of an evaluation of the trainee’s performance.

11 ***SECTION R20.8 – OVERTIME***

12 A. All hours worked in excess of an LLR Supervisor’s daily guarantee on a regular  
13 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of  
14 pay for actual hours worked.

15 B. Any work performed on a RDO shall be paid at the overtime rate with minimum  
16 pay of four hours. No LLR Supervisor will be required to work on their RDO except in an extreme  
17 emergency. Should no LLR Supervisor accept an overtime assignment, it may be assigned by inverse  
18 seniority to LLR Supervisors who are scheduled to work that day as part of their regular assignment.

19 C. All overtime will be assigned according to guidelines mutually developed and  
20 agreed by the PARTIES.

21 D. Posted special event assignments will be available for pick by LLR Supervisors.  
22 These assignments will be known as future overtime and will be credited to the LLR Supervisor in  
23 advance and combined with overtime hours actually worked.

24 E. LCC overtime will be limited to LCC qualified Supervisors. A separate list of LCC  
25 cumulative overtime hours will be kept for all LCC qualified Operations Controllers.

26 ***SECTION R20.9 – VACATION SELECTION***

27 The selection of vacation will follow those guidelines set for vacation selection and accrual in  
28 Article R9 with the following exceptions:

1           A. LLR Supervisors will pick vacations by LLR Supervisor seniority order twice per  
2 year. At the spring pick, LLR Supervisors will select vacations in increments of no less than five  
3 days for a 5-day work week or four days for a 4-day work week, by seniority starting with first  
4 preferred. After all first choices are filled, by seniority, second, third, fourth and fifth choices will be  
5 selected in that order, by seniority. Appropriately accrued vacation credit will be used in the  
6 selection of picked vacation periods. LLR Supervisors/LLRSITs shall use the same Vacation Period  
7 Table as LLR Operators. Vacation weeks picked during the spring pick may only be cancelled in  
8 increments of full work weeks (5 days for 5/8 schedules and 4 days for 4/40 schedules). LCC  
9 Operations Controllers will have a separate vacation pick based on seniority. This separate vacation  
10 pick will follow the same process as the LLR Supervisor vacation pick.

11           B. The number of LLR Supervisors allowed on vacation during the same period shall  
12 be at least one. In addition, LCC Operations Controllers, shall also have at least one Supervisor  
13 allowed on a vacation period.

14           C. An LLR Supervisor, including LCC Operations Controllers, may use their current  
15 vacation accrual in single-day increments with the approval of their immediate supervisor. Single-day  
16 vacations may be consecutive.

17           D. Future pick vacation periods that LLR Supervisors can select at the current pick  
18 shall be posted in the pick room by RAIL.

19           E. An LLR Supervisor may change their vacation with approval by RAIL. Change  
20 requests shall be submitted in writing prior to the vacation period.

21           ***SECTION R20.10 – GENERAL AND SPECIAL BENEFITS***

22           A. Upon the approval of RAIL, at least one LLR Supervisor per day shall be allowed  
23 to use a personal holiday. LCC Operations Controllers shall be allowed to use one personal holiday  
24 per day.

25           B. Annually, on the fourth Monday in January, a uniform allowance payable by  
26 voucher of twelve times the top step of the LLR Supervisor wage rate on January 1 of each year shall  
27 be available for each LLR Supervisor. The maximum uniform allowance balance, which may be  
28 carried over into the next year is \$500. The uniform voucher may be used only to purchase

1 authorized uniform items. When an LLR Supervisor needs to replace their all-weather parka or  
2 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the  
3 above allowances, an LLR Supervisor may be reimbursed once each calendar year for one pair of  
4 Section approved work shoes costing up to an amount of six times the top step of the LLR Supervisor  
5 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for  
6 LLR Supervisors.

7 C. All necessary safety and foul weather gear will be provided by RAIL.

8 D. LLR Supervisors will receive hands-on orientation on all LLR equipment within  
9 90 days of its use in service. Those LLR Supervisors who are directly involved in the  
10 operation/service of the special equipment will receive orientation or training on such equipment.

11 E. It is RAIL's responsibility that all LLR Supervisors will be trained and  
12 certification kept current in first aid, Automated Emergency Defibrillator (AED) and  
13 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate  
14 of pay.

15 F. LLR Supervisors selected by the UNION will participate in the LLR Labor-  
16 Management Relations Committee as needed.

17 G. RAIL will complete a written description of the duties and responsibilities of each  
18 shift.

19 H. For all classifications as set forth in Section 1: There will be a minimum of at  
20 least one LLR Supervisor allowed to have time off through day off book procedures and RAIL will  
21 accommodate LLR Supervisor requests consistent with daily staffing requirements. Day off book  
22 procedures will be consistent in all classifications. Requests for AC days may not be entered into the  
23 day off book more than one calendar month in advance of the day(s) off desired.

24 ***SECTION R20.11 – ATTENDANCE***

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

28 B. If an Employee is late, the Employee is encouraged to report for possible



1 assignments if work is available under other conditions, as noted in this AGREEMENT.

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

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

7 • First – Informational Notice.  
8 • Second – Oral Reminder.  
9 • Third – Written Reminder and the Employee will be offered a program of  
10 assistance from both PARTIES in developing a plan to improve attendance. This program will  
11 include referral to the Employee Assistance Program (EAP). The METRO unit Superintendent/Chief  
12 and the UNION Officer/designee will meet with the Employee to write the details of the program,  
13 which will be specific to the Employee.

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

17 • Fifth – Discharge, unless RAIL determines that an additional suspension  
18 may be sufficient to correct the Employee’s attendance problem.

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

20 • First through third – Informational Notice.  
21 • Fourth – Oral Reminder and Employee will be offered a program of  
22 assistance from both PARTIES in developing a plan to improve attendance. This program will  
23 include a referral to the Employee Assistance Program (EAP). The METRO unit  
24 Superintendent/Chief and UNION Officer/designee will meet with the Employee to write the details  
25 of the program, which will be specific to the Employee.

26 • Fifth – Written Reminder.  
27 • Sixth – Review of program of assistance; Explanation of Attendance

28 Probation.

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

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

5                   **1.** The attendance probation will begin on the calendar day following the  
6 Employee’s seventh miss.

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

12                   **3.** During the attendance probation, the language of Paragraph H will not  
13 apply.

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

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

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

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

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

26                   **G.** Four consecutive workdays of absence without leave may be considered a  
27 resignation or grounds for termination, as appropriate, taking into consideration mitigating  
28 circumstances.

1           **H.** A continuous record of 60 calendar days without a miss will cancel the first late  
2 report or absence that is less than twelve months old. Thereafter, each continuous 30 calendar days  
3 without a miss will cancel the next late report or absence on the Employee’s record, until all are  
4 cancelled. Should the Employee have a miss, another 60-day period must be completed before more  
5 cancellations will be made. For the purpose of administering this Paragraph, any time missed from  
6 work due to unpaid leaves of absence or suspension will not be counted toward a continuous record  
7 of 60 and/or 30 calendar days without a miss.

8           **I.** Misses for LLR Supervisors, including LCC Supervisors, include:

9                   **1.** Unexcused Absence – Failure to report within one hour after designated  
10 report time or a Supervisor’s failure to accept late report, or calling in sick less than 30 minutes  
11 before an Employee is scheduled to report. An unexcused absence will result in loss of assignment  
12 and pay for the day. However, if an Employee is incapable of complying with these requirements to  
13 timely report based on a condition listed in Article R11, Section 4, they will be excused if the request  
14 is properly submitted.

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

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

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

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

23           **L.** The procedures for changing misses to absences or excused absences shall be as  
24 follows:

25           For an LLR Supervisor, a request for a miss to be changed to an absence or excused absence  
26 must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence.  
27 The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused  
28 absence.

1 M. The immediate supervisor can assign an LLR Supervisor work, paying only for  
2 actual time worked.

3 **ARTICLE R21: LINK LIGHT RAIL VEHICLE MAINTENANCE EMPLOYEES**

4 ***SECTION R21.1 – DEFINITION OF EMPLOYEES***

5 “Link Light Rail Vehicle Maintenance Employees” shall mean all Employees in the following  
6 job classifications:

- 7 ● Electromechanic
- 8 ● Electromechanic Trainee
- 9 ● Electromechanic – Lead
- 10 ● Maintenance Service Center (MSC) Worker
- 11 ● Lead Maintenance Service Center (MSC) Worker
- 12 ● Rail Service Worker
- 13 ● Rail Service Worker – Lead

14 ***SECTION R21.2 – GENERAL CONDITIONS***

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

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

19 C. A Maintenance Service Center (MSC) Worker or a MSC Worker – Lead who is  
20 hired with the requirement to carry a CDL, or who was originally hired without the requirement to  
21 carry a CDL but later agrees to drive a vehicle in the performance of their fundamental duties, who  
22 acquires a Washington state Class B CDL, and who successfully completes METRO’s driver  
23 training, will have an additional \$2.00 per hour added to their base MSC Worker or MSC Worker -  
24 Lead wage rate. Such Employee also will be subject to Rail’s Accident Preventability Determination  
25 and federally mandated random drug/alcohol tests. A MSC Worker or MSC Worker - Lead who fails  
26 to maintain their CDL shall lose their premium pay.

27 ***SECTION R21.3 – 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 four ten-hour shifts will be governed by the provisions in Article R13.

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

10 **C.** Employees may be detailed for training until fully qualified. The training time will  
11 be determined by the PARTIES.

12 **D.** Assignment of specific duties on any shift shall be at the discretion of RAIL.

13 **E.** An Employee who is required to attend training will be given at least seven days’  
14 notice if the training is outside their normal shift hours.

15 **F.** For the purposes of the pick and subsequent work assignments, the graveyard shift  
16 shall be considered the first shift of the workday; the day shift shall be considered the second; and the  
17 swing shift shall be considered the third.

18 **G.** Should it become necessary to alter a shift during a shake-up and such alteration  
19 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or  
20 request for accommodation which requires an alteration in the start or quit times of a shift, such  
21 Employee may request that RAIL consider their request. RAIL will then contact the UNION to  
22 review the matter. Should a personnel dispute occur, either PARTY can submit the dispute to the  
23 King County Alternative Dispute Resolution Program.

24 **H.** For holiday work assignments, RAIL will determine the staffing needs for each  
25 shift. When RAIL has determined which classifications will be required to work, Employees in those  
26 classifications will be offered the holiday assignment, within base, by shift, and by seniority, as  
27 follows:

28 **1.** Employees on regular day to work

1                                   2. Employees on their RDO

2                                   3. By inverse seniority, to Employees on regular day to work

3                                   **SECTION R21.4 – VOLUNTEER ASSIGNMENTS**

4                                   A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority  
5 order with a volunteer from the classification where the vacancy occurs.

6                                   B. A volunteer assigned to a different work shift will continue to receive the shift  
7 differential, if any, associated with their picked shift or the shift differential associated with the shift  
8 to which the volunteer is assigned, whichever is greater.

9                                   **SECTION R21.5 – LEAD EMPLOYEES**

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 any current RAIL Employees in the classification being led who have, as of the last day  
14 applications are accepted, a minimum of one year of experience in that classification at RAIL. Should  
15 METRO determine that no career service RAIL Employees in the classification qualify for a Lead  
16 position, it will notify the UNION of its determination prior to moving to all other applicants.

17                                  B. Lead Employees shall be selected on the basis of ability, training, education,  
18 experience, and job performance as determined by appropriate testing procedures and/or evaluations  
19 which will be developed with input from the Leads and the UNION.

20                                  C. Each Lead Employee shall receive a 10% premium above the top step of the base  
21 wage rate of the highest paid classification(s) for which they serve as a lead. If a lead is working on a  
22 shift that is eligible for shift differential, their straight-time rate of pay shall be calculated as follows:  
23 base hourly rate, plus 10%, plus shift differential.

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 while treating all Employees with  
27 respect and in a fair and consistent manner. A Lead will be considered a working Lead. In addition  
28 to their Lead duties, a Lead shall continue to perform the regular work of the classification they are

1 leading.

2 E. No Lead Employee will discipline other Employees or perform formal Employee  
3 evaluations.

4 F. For overtime and holiday work assignments: When performing the regular work of  
5 the classification that they are leading, the Lead of that specific classification will be offered the  
6 assignment (by base, by shift, by seniority) only after Employees in that classification have been  
7 asked first.

8 ***SECTION R21.6 – TEMPORARY UPGRADE LEADS***

9 A. RAIL may temporarily upgrade Employees to Lead status at its discretion.

10 B. Temporary Lead assignments shall be made on the basis of ability, training,  
11 education, experience, and job performance as determined by appropriate testing procedures and/or  
12 evaluations which will be developed with input from the UNION.

13 C. Temporary Lead assignments shall not receive the working out of classification  
14 pay premium, and shall instead receive a 10% premium above the top step of the base wage rate of  
15 the classification for which they serve as a Lead. If a temporary lead is working on a shift that is  
16 eligible for shift differential, their straight-time rate of pay shall be calculated as follows: base hourly  
17 rate, plus 10%, plus shift differential.

18 D. Temporary Lead workers have the responsibility of coordinating the work of the  
19 Employees to whom they are assigned to provide lead direction. Temporary Lead workers assign job  
20 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all  
21 Employees with respect and in a fair and consistent manner. A temporary Lead will be considered a  
22 working Lead. In addition to their Lead duties, a temporary Lead shall continue to perform the  
23 regular work of the classification they are leading.

24 E. No temporary Lead Employee will discipline other Employees or perform formal  
25 Employee evaluations.

26 ***SECTION R21.7 – PICKS AND MOVE-UPS***

27 A. Consistent with LLR Operator picks, three times each year, when a facility opens  
28 or closes, or when RAIL schedules a section-wide 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, by  
3 classification seniority, their base and shift (when applicable), and their two consecutive RDOs.  
4 Specific duties within a classification also may be picked to the extent specified by RAIL on the pick  
5 sheets. Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board  
6 Officer for Rail and the Vice President/Assistant Business Representative - Maintenance/designee to  
7 discuss and identify any ongoing or planned special projects that may be appropriate for posting on  
8 the pick sheets.

9           **1.** All permanent Lead Employees shall pick once annually prior to the first  
10 pick of the year for other Rail Vehicle Maintenance Employees.

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

15           **D.** RAIL will make arrangements for each Employee to be available to report to an  
16 appropriate pick location at least ten minutes ahead of their pick time to examine available work  
17 assignments. An Employee shall be compensated for the time spent in the selection process when it  
18 is during their work hours.

19           **E.** A UNION representative for Rail will be present and facilitate the pick.

20           **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form  
21 with the RAIL designee, as identified on the pick schedules, indicating their work preferences. The  
22 RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will  
23 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 last picked position  
25 (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to  
26 the grievance/arbitration procedure.

27           **G.** 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 Executive Board Officer for Rail



1 will be notified prior to the pick process. If such Employee returns to work during a shake-up, they  
2 may return to their previous picked position, if such still exists, or to a position as close as possible to  
3 the assignment they were working previously. RAIL and the Employee may mutually agree to a  
4 different assignment, and the UNION will be notified.

5 **H.** If a vacant position is to be filled or a new position is created, Employees in that  
6 classification will have a move-up if requested by the UNION. Move-ups will be conducted only  
7 when they can be implemented at least 28 days prior to the end of the current shake-up.

8 ***SECTION R21.8 – VACATION SELECTION***

9 **A.** Vacations will be picked by classification once each year no later than March 15th.

10 **B.** The number of Employees allowed to take vacation shall be 10% of the Employees  
11 in that classification, rounded to the nearest whole number. However, the number of Employees in  
12 each job classification allowed on vacation shall not be less than two Electromechanics, one MSC  
13 Worker, and one Rail Service Worker.

14 **C.** Vacation may be selected in blocks of one or more full weeks. The selection of  
15 vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year.  
16 An Employee who takes their vacation in two or more blocks shall select the second block of their  
17 vacation after all Employees in their classification have made their first selection; their third selection  
18 after all Employees in their classification have made their second selection; etc., until all blocks of  
19 the vacation have been selected. Picked vacation blocks will begin or end with the Employee's  
20 RDOs.

21 **D.** A Rail Vehicle Maintenance Employee may use vacation or accumulated time in  
22 increments of one or more hours, provided they have available vacation or accumulated time and  
23 subject to advance approval by their immediate supervisor.

24 ***SECTION R21.9 – OVERTIME***

25 **A.** All hours worked in excess of eight, or ten hours for a 4/40 Employee, in the  
26 scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-  
27 half times the existing straight-time rate of pay for the classification for actual overtime hours  
28 worked.

1           **B.** An overtime assignment of four hours or less will be offered to a job classification  
2 within a base, shift and by seniority, to qualified Employees who are working the shift preceding or  
3 succeeding the shift where the work is to be accomplished and/or performed.

4           **C.** Overtime assignments of more than four hours will be offered to a job  
5 classification within a base, shift and by seniority, to qualified Employees, including Employees on  
6 their RDO.

7           **D.** Scheduled or planned overtime will be posted for a minimum of 48 hours. An  
8 Employee who wishes to receive scheduled overtime shall sign up on an overtime sign-up sheet  
9 posted at their workplace, or email a Chief/Lead and have their name added to the sheet. Each  
10 overtime sign-up sheet will close at the beginning of the specified shift on the designated close date.  
11 An Employee who is not on the overtime list will not be eligible for scheduled overtime.

12           **E.** A full shift overtime assignment shall first be offered in its entirety before it is split  
13 and offered in smaller pieces.

14           **F.** An Employee who is awarded the overtime on the list will be subject to the Section  
15 12 – Attendance Management procedures of this AGREEMENT.

16                   **1.** If the Employee awarded the overtime calls sick, the overtime shall be  
17 offered first to Employees that volunteered for the assignment during its original post time-frame.

18                   **2.** The Employee awarded the overtime shall submit a leave request for  
19 approval if they no longer wish to volunteer for that assignment. The overtime will be offered first to  
20 Employees that volunteered for the assignment during its original post time-frame.

21           **G.** Should no Employee accept the overtime assignment, it may be assigned by  
22 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime  
23 may be assigned to the next least senior Employee.

24           **H.** An Employee on light duty status shall not be eligible for overtime.

25           **I.** An Employee who is scheduled for paid time off and who is interested in working  
26 on the RDOs preceding or succeeding their paid time off, must provide written notice to their  
27 immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to  
28 these RDO's also require this notice. For overtime assignment, they will be considered in seniority

1 order in accordance with Paragraphs C and D.

2           **J.** Overtime on any shift shall be computed at the rate paid for the Employee's  
3 regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no  
4 hourly shift differential. Overtime on swing shift extending to graveyard shift shall be paid at the  
5 swing shift overtime rate of pay. Overtime on graveyard shift extending to day shift shall be paid at  
6 the graveyard shift overtime rate of pay.

7           **K.** In the case of an extreme emergency, RAIL can assign overtime work to any  
8 qualified Employee. An Employee who works overtime during an extreme emergency shall be  
9 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-  
10 hour period thereafter. In addition, an Employee must have at least one of their RDOs in each seven-  
11 day period. An Employee may voluntarily waive the time off required in this Paragraph.

12           **L.** An LLR Vehicle Maintenance Employee, who has gone home after their regular  
13 shift and who is called back to work and reports for work, will be guaranteed at least four hours pay  
14 at the overtime rate.

15           **M.** An Employee called in before their regularly-scheduled report time and in  
16 conjunction with their regular shift will be paid for actual hours worked.

17           **N.** The following governs Electromechanics-in-Training overtime and holiday work  
18 assignments. When performing the regular work of the classification of Electromechanic, an  
19 Electromechanic-in-Training will be offered a work assignment, by seniority, only after  
20 Electromechanics and Lead Electromechanics in that classification have been asked first.  
21 Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the  
22 Electromechanic classification for overtime or holidays work assignments.

23           ***SECTION R21.10 – SHIFT DIFFERENTIAL***

24           Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.  
25 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any  
26 shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with  
27 a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

28           ***SECTION R21.11 – SPECIAL BENEFITS***

1           A. For 2023, a tool allowance shall be provided to Employees who were permanently  
2 assigned as of January 1, 2023. Following 2023, a \$941 tool allowance shall be provided annually, on  
3 Employees' regular paychecks, not later than the last paycheck of March of each year, to Employees  
4 permanently assigned between January 1st the same year and the last day of the pay period which the  
5 tool allowance is issued, to the classification of Lead Electromechanic, Electromechanic, and  
6 Electromechanic Trainees who have successfully completed their education modules and passed the  
7 Electromechanic exam. No Employee may collect more than one tool allowance in a year.

8           RAIL agrees to provide those tools necessary to perform all mechanical work assigned to  
9 LLR Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees  
10 who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives  
11 under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under  
12 RAIL's tool contracts are for an Employee's use during regular work hours and are not to be  
13 purchased for an Employee's personal use. Tools purchased or replaced using the tool  
14 allowance/discount shall be the personal property of the Employee.

15           B. RAIL shall provide tool insurance to those Employees who receive an annual tool  
16 allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the  
17 discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police  
18 report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the  
19 worksite. Each Employee shall have on file with their immediate supervisor an up-to-date inventory  
20 of tools designating the type, size and manufacturer. Photographs will also be acceptable. RAIL  
21 shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three  
22 days after the inspection to locate any tools which they claim are missing.

23           C. Each Employee shall receive their choice of coveralls or a clean uniform (pants  
24 and shirt) daily.

25           D. Any Employee who is required to work in inclement weather or hazardous areas  
26 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
27 to, a rain set, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each  
28 Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of

1 boots, socks, and cushioned inserts identified on the RAIL voucher at time of purchase). Employees  
2 may use up to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid  
3 by such voucher shall be \$220 (plus sales tax) per Employee as provided in Paragraph E.

4 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
5 equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

6 **F.** When an Employee is informed during their regular shift that overtime in excess of  
7 two hours beyond the end of the regular shift will be required, or when an Employee is called at  
8 home to perform work commencing in excess of two hours before their shift, RAIL will provide a 30-  
9 minute unpaid meal period or a 15-minute paid break, at the Employee's preference.

10 **G.** Except where modified by historical practice, agreement, or mutual understanding,  
11 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be  
12 performed only by Employees working in those classifications.

13 **H.** RAIL shall respect the classification boundaries that are established in the  
14 classification specifications for Link Light Rail Vehicle Maintenance jobs; however it is agreed that  
15 the incidental assignment of cross-classification work is allowed. No Employee shall be expected to  
16 perform work for which they have not been adequately trained or that is unsafe. If the UNION  
17 believes that cross-classification work has exceeded an incidental amount, the PARTIES shall  
18 convene special Labor-Management discussion to attempt to address the UNION's concerns over  
19 staffing levels and work assignments in a timely manner, not to exceed 15 calendar days.

20 **I.** Link Light Rail Vehicle Maintenance Employees may use the ten minutes prior to  
21 the end of their workday for personal clean-up.

22 **J.** When upgraded to a Lead position, the Employee shall receive the Lead rate of  
23 pay. When upgraded to any other classification, an Employee shall be paid according to Article R3.  
24 However, no upgraded Employee shall be paid more than the top step of the classification to which  
25 they have been upgraded.

26 **K.** RAIL will provide a secure area at each work location for UNION related  
27 materials accessible to all UNION representatives at that location.

28 **L.** An Employee who is assigned to train an Intern, Apprentice, or Electromechanic

1 Trainee will receive a 10% premium under the following circumstances, and is only paid for actual  
2 time spent training. Leads are not eligible for training pay. Time spent training an Apprentice,  
3 Intern, or Electromechanic Trainee must be pre-authorized in writing and involve active instruction.  
4 Training pay will not be offered for any other types of intern, apprentice, or peer-to-peer training or  
5 orienting new Employees.

6 M. Employees covered by this Article shall be eligible for a reimbursement of \$250  
7 toward the purchase of one pair of prescription safety glasses every three (3) years.

8 **SECTION R21.12 – ATTENDANCE**

9 A. The PARTIES recognize that Rail duties and functions are time critical and that  
10 Employees have the responsibility and obligation to be at work on time each day. Employees will be  
11 subject to the following terms, which supersede any conflicting provisions elsewhere in the  
12 AGREEMENT.

13 B. Rail will monitor and record attendance using the terms of late occurrence and  
14 unexcused absence. No late occurrence or unexcused absence will be issued to Employees that call  
15 one-half hour before their shift to request unscheduled leave and then are requested to come to work,  
16 provided they report to work in a reasonable time. An Employee can use AC time or vacation time to  
17 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 4/40 Employees  
22 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  
28 overtime infringements should an Employee elect to work their full shift

1 and the time worked extends into another shift.

2 6. Late occurrences will be recorded in a 180-day rolling time frame as  
3 follows:

4 a. 1st through 3rd occurrence – Employee will sign Employee Absence  
5 Report Form.

6 b. 4th occurrence – Employee will sign Employee Absence Report  
7 and Employee will receive an Oral Reminder. The Employee will  
8 be offered a program of assistance from both PARTIES in  
9 developing a plan to improve attendance. This program will include  
10 referral to the Employee Assistance Program. The Metro unit  
11 superintendent/chief and the UNION Officer/designee will meet  
12 with the Employee to write the details of the program, which will  
13 be specific to the Employee.

14 c. 5th occurrence – Employee will sign Employee Absence Report  
15 and Employee will receive a Written Reminder.

16 d. 6th occurrence – One-day suspension without pay.

17 e. 7th occurrence – Discharge unless METRO determines that an  
18 additional suspension may be sufficient to correct the Employee’s  
19 attendance problem.

20 **D.** Unexcused absences (over two hours late) shall be managed and recorded as

21 follows:

22 1. An Employee may complete their shift only.

23 2. An Employee may not use AC time or vacation to supplement their regular  
24 shift pay.

25 3. Such Employee is not eligible for overtime that day.

26 4. Unexcused absences will be recorded in a twelve-month rolling time frame  
27 as follows:

28 a. 1st occurrence – Employee will sign Employee Absence Report and

1 Employee will receive an Oral Reminder.

2 **b.** 2nd occurrence – Employee will sign Employee Absence Report  
3 and Employee will receive a Written Reminder. The Employee will  
4 be offered a program of assistance from both PARTIES in  
5 developing a plan to improve attendance. This program will include  
6 referral to the Employee Assistance Program. The Metro unit  
7 superintendent/chief and the UNION Officer/designee will meet  
8 with the Employee to write the details of the program, which will  
9 be specific to the Employee.

10 **c.** 3rd occurrence – One-day suspension without pay.

11 **d.** 4th occurrence – Discharge unless METRO determines that an  
12 additional suspension may be sufficient to correct the Employee’s  
13 attendance problem.

14 **E.** An occurrence which results in a second one-day suspension within 180 calendar  
15 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO  
16 determines that an additional suspension may be sufficient to correct the Employee’s attendance  
17 problem.

18 **F.** Extenuating circumstances will be considered. Any request by an Employee to  
19 have a late occurrence or unexcused absence removed from the attendance management record must  
20 be presented to the immediate supervisor in writing, within five working days of the occurrence.

21 **G.** An Employee who had a late occurrence or unexcused absence removed from the  
22 attendance management record has the option to use vacation leave or AC time as appropriate, to  
23 make up lost time.

24 **H.** The PARTIES agree to review this Section on an annual basis.

25 ***SECTION R21.13 – ELECTROMECHANIC TRAINING PROGRAM***

26 **A. Training Committee.** A joint Electromechanic Training Committee shall consist  
27 of equal members of the UNION and RAIL management. The UNION’s Second Vice President -  
28 Maintenance shall assign the UNION’s committee members.



1                   **B. Ongoing Program Evaluation:**

2                   1. The Electromechanic Training Committee will evaluate the  
3 Electromechanic Training Program on an ongoing basis to determine its value and effectiveness.  
4 Input from the Rail Vehicle Maintenance Superintendents, Chiefs, Leads and the Electromechanic  
5 Trainees will be used to assist in evaluating the program. The Committee will vote on recommended  
6 changes and adjustments to the program.

7                   2. Any issues that cannot be agreed upon by the Committee shall be moved  
8 forward to the Rail Vehicle Maintenance Superintendent and the UNION's Second Vice President -  
9 Maintenance for resolution.

10                   **C. Meetings:**

11                   The Electromechanic Training Committee shall meet at least once each shake-  
12 up. Each meeting shall consist of at least one committee from RAIL and one from the UNION.  
13 During these meetings the Committee shall review the curriculum changes, task hours and review  
14 Trainee feedback, to ensure the best development of the Electromechanic Trainee throughout the  
15 program.

16                   **D. Rate of pay upon completion of training program:**

17                   When an Electromechanic Trainee has graduated from the training program  
18 and has been placed in a regular Electromechanic position, the Employee's salary will be moved to  
19 the 90% step of the Electromechanic pay scale.

20                   **E. Seniority:**

21                   When candidates have been selected to join the Electromechanic Training  
22 Program, they will be added to the Electromechanic seniority list for future placement. Upon  
23 graduation from the program, the Employee will assume this position of seniority as an  
24 Electromechanic.

25                   ***SECTION R21.14 – HIRING OF ELECTROMECHANICS***

26                   Vacancies in the Electromechanic classification will be filled by an open and  
27 competitive recruitment. METRO shall have sole discretion to select the candidate for hire.

28                   ***SECTION R21.15 –LABOR-MANAGEMENT RELATIONS***

1 Employees will participate in the Rail Labor-Management Relations Committee.

2 **ARTICLE R22: TRACK AND SIGNALS EMPLOYEES**

3 ***SECTION R22.1 – DEFINITION OF EMPLOYEES***

4 “Track and Signals Employees” shall mean all Employees in the following job classifications,  
5 and their respective lead positions where applicable:

- 6 ● Rail Laborer
- 7 ● Rail Signal and Communications Technician
- 8 ● Rail Signal and Communications Technician – Lead
- 9 ● Rail Track and Right of Way Maintainer
- 10 ● Rail Track and Right of Way Maintainer – Lead

11 ***SECTION R22.2 – SUBCONTRACTING***

12 RAIL shall not subcontract work historically performed by Employees represented by  
13 the UNION; however, the UNION understands that the scope of work performed by RAIL  
14 Employees is determined by Sound Transit.

15 ***SECTION R22.3 – CAREER PATHS – PERMANENT APPOINTMENTS***

16 Vacancies in Track and Signals classifications will be filled by an open and  
17 competitive recruitment. Qualified internal candidate applicants shall be given preference. If a  
18 suitable candidate is not identified for hire among internal applicants, then METRO shall have sole  
19 discretion to select the candidate for hire.

20 ***SECTION R22.4 – VOLUNTEER ASSIGNMENTS***

21 **A.** If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority  
22 order with a volunteer.

23 **B.** A volunteer assigned to a different work shift will continue to receive the shift  
24 differential, if any, associated with their picked shift or the shift differential associated with the shift  
25 to which the volunteer is assigned, whichever is greater.

26 ***SECTION R22.5 – WORK ASSIGNMENTS***

27 **A.** The workweek shall consist of five consecutive days, except when an Employee’s  
28 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regularly

1 scheduled workday. Each shift will be completed within a continuous eight hour period and will  
2 include a paid one-half hour lunch break and two paid 15-minute rest breaks. In implementing the  
3 “straight through” shifts, there is an expectation that quantity of work will not decrease because  
4 Employees are expected to respond to calls for service during a planned/designated lunch break.  
5 Employees who pick a regular weekly schedule consisting of an alternative workweek will be  
6 governed by the provisions in Article R13.

7           **B.** RAIL will endeavor to provide four weeks’ notice for altering a shift, such as for  
8 training purposes. Such alterations are temporary and will not exceed two (2) weeks during a  
9 shakeup without mutual agreement, excluding training which may have a longer duration than two  
10 (2) weeks, and will not replace an Employee’s picked work assignment. If RAIL alters a shift, the  
11 Employee will retain the shift differential of their picked work. If an Employee requests to have their  
12 shift altered and the request is granted, they will receive the appropriate pay of the altered shift which  
13 may not include the shift differential of their picked work. If it becomes necessary for RAIL to alter  
14 a shift, and such alteration imposes a serious hardship on the Employee, such Employee may request  
15 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, Paragraph C.

21           **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

22           ***SECTION R22.6 – TEMPORARY UPGRADES***

23           **A.** The provisions of Article R3, Section 14, Paragraph B, shall not apply to Track  
24 and Signals Employees. Instead, all assigned work in a higher paid classification (working out of  
25 classification) will be paid a working out of classification pay premium for actual time worked up to  
26 four hours. Assigned work in a higher paid classification in excess of four hours will be paid the  
27 working out of classification pay premium for the entire shift. Overtime will be paid at the overtime  
28 rate including the working out of classification premium.

1           B. Working out of classification assignments will be assigned based on qualifications,  
2 as determined by RAIL.

3           C. Seniority will determine which Employee is assigned working out of class among  
4 equally qualified Employees.

5           D. An Employee who declines a working out of class opportunity may not displace  
6 the Employee who accepted it, regardless of seniority.

7           E. Training opportunities for working out of classification qualification will be  
8 offered on a rotating basis using a sign up sheet established by seniority.

9           F. An Employee assigned temporarily to a Lead position shall not receive the working  
10 out of classification pay premium, and shall instead receive 10% above the top step of the base wage  
11 rate of the classification for which they serve as a Lead.

12           If RAIL determines that a temporary Lead position will be needed for a project or  
13 crew which has three or more Employees and/or will last for more than 90 calendar days, and/or  
14 when justified by the additional responsibilities and coordination, RAIL may assign a regular  
15 journey-level Lead instead of a designated Lead.

16           1. Employees assigned to a temporary Lead position will be selected from  
17 Employees on the project or crew who have completed probation.

18           2. Each temporary Lead will be considered a working Lead. In addition to  
19 their Lead duties, a Lead shall continue to perform their assigned duties.

20           3. No temporary Lead will discipline other Employees (as defined by Article  
21 R4, Section 2(A)).

22           ***SECTION R22.7 – TEMPORARY DESIGNATED LEADS***

23           A. An Employee assigned temporarily to a designated Lead position in the Track and  
24 Signals sections shall not receive the working out of classification pay premium, and shall instead  
25 receive 10% above the top step of the base wage rate of the classification for which they serve as a  
26 Lead.

27           B. A designated Lead will be assigned by the chief at the discretion of RAIL, bearing  
28 in mind Employees' interests in receiving training opportunities and opportunities to experience Lead

1 work assignments, and taking into account Employees' abilities, training, education, experience,  
2 seniority, and job performance.

3 C. Any Employee who trains a newly hired Employee will receive designated Lead  
4 pay. Lead pay for training shall be assigned at the discretion of RAIL.

5 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up  
6 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for  
7 the entire shift.

8 E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a  
9 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

10 F. A designated Lead will be considered a working Lead. In addition to their  
11 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

12 G. No designated Lead will discipline other Employees (as defined by Article R4,  
13 Section 2(A)).

14 **SECTION R22.8 – LEADS**

15 A. When a permanent vacancy occurs within a Lead classification, the position will  
16 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,  
17 Bus-side Employees, other King County employees, and outside applicants. First preference will be  
18 given to any current RAIL Employees in the classification being led who have, as of the last day  
19 applications are accepted, successfully completed probation in that classification at RAIL. Should  
20 METRO determine that no career service RAIL Employees in the classification qualify for a Lead  
21 position, it will notify the UNION of its determination prior to moving to all other applicants.

22 B. Lead Employees shall be selected on the basis of ability, training, education,  
23 experience, and job performance through appropriate testing procedures and/or evaluations that will  
24 be developed with union input.

25 C. Each Lead Employee in Track & Signals shall receive a 10% premium above the  
26 top step of the base wage rate in the classification for which they serve as a Lead. If a lead is  
27 working on a shift that is eligible for shift differential, their straight-time rate of pay shall be  
28 calculated as follows: base hourly rate, plus 10%, plus shift differential.

1           **D.** Lead workers have the responsibility of coordinating the work of the Employees to  
2 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct  
3 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working  
4 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the  
5 classification from which they lead.

6           **E.** No Lead Employee will discipline, as defined in Article R4, Section 3, other  
7 Employees or perform formal Employee evaluations.

8           **F.** For Overtime and Holiday work assignments: When performing the regular work  
9 of the classification that they are leading, the Lead of that specific classification will be offered the  
10 assignment only after Employees in that classification have been asked in each step of the overtime  
11 process.

12           ***SECTION R22.9 – PICKS AND MOVE-UPS***

13           **A.** Two picks shall be held annually for Track and Signals Employees to be effective  
14 on the start of the closest pay period to March 15 and September 15. When a facility opens or closes,  
15 a section-wide pick will occur for those job classifications affected.

16           **B.** All Employees listed in Section 1 may select by classification seniority their shift  
17 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be  
18 picked to the extent specified by RAIL on the pick sheets.

19           **C.** A vacation pick will be held twice per year during each pick of the year. Vacation  
20 blocks available will be for the period of the picked schedule. When the pick schedule is posted,  
21 RAIL will inform the UNION of the number of Employees to be off on picked vacation per block.

22           **D.** Copies of the proposed pick schedule and shifts will be posted for review no later  
23 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than  
24 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks  
25 after the pick.

26           **E.** An Employee who is unable to attend the pick may leave an absentee pick form  
27 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so  
28 will result in the UNION representative picking an assignment for the Employee. The UNION

1 representative shall make an effort to select an assignment comparable to the assignment most  
2 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration  
3 procedure.

4           **F.** When RAIL determines that an Employee will be unavailable for work for an  
5 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of  
6 the pick process.

7           **G.** If a vacant position is to be filled or a new position is created, Employees in that  
8 classification will have a move-up if requested by the UNION. Move-ups will be conducted only  
9 when they can be implemented at least 28 calendar days prior to the end of the current shake-up.

10           **H.** Rail Laborers can only pick within the work group for which they were hired.

11           ***SECTION R22.10 – VACATION SELECTION***

12           **A.** At least one Employee or 10% rounded to the next highest whole number,  
13 whichever is greater, in each job classification shall be allowed to use vacation in each vacation  
14 period, provided that RAIL has sufficient staffing to provide service and Employees can work under  
15 safe conditions. The UNION representatives shall conduct the vacation pick.

16           **B.** During the vacation selection each Track and Signals Employee may select a  
17 maximum of five separate blocks of vacation, in the following payroll year, each consisting of one or  
18 more full weeks. Vacation selections shall be made by seniority within a job classification. An  
19 Employee who takes their vacation in two or more blocks shall select the second block of their  
20 vacation after all Employees in their classification have made their first selection; their third selection  
21 after all Employees in their classification have made their second, etc. Employees may only pick  
22 vacation hours totaling up to their balance at time of the pick. RAIL shall post a calendar with all  
23 approved vacation selections indicated. Vacation changes shall not be allowed less than 30 days  
24 prior to the effective day of requested leave except in emergencies, as determined by RAIL.

25           **C.** After the vacation pick, any other vacation requests, and AC time, will be honored  
26 on a first come, first served basis, using the following process outlined below.

27           **1.** For 1 – 3 days off, the request must be received by the Chief one week in  
28 advance of the first day requested off. The Chief will respond withing one business day after receipt

1 of the request. Based on RDO's and work schedules, it is the Employee's responsibility to contact  
2 their Chief to notify them of the request.

3           1. For 4 – 7 days off, the request must be received by the Chief two weeks in  
4 advance of the first day requested off. The Chief will respond within three business days after receipt  
5 of the request.

6           2. For any time greater than 7 days off, the request must be received by the  
7 Chief at least three weeks in advance of the first day requested off. The Chief will respond within  
8 four business days after receipt of the request.

9           D. An Employee who has not filed a vacation request according to the above  
10 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

11           E. On September 15 of each year, RAIL will notify each Employee who has a  
12 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee  
13 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

14           F. An Employee may use vacation leave in one-hour increments with the approval of  
15 their immediate supervisor.

16           G. Management will respond to a written request for any vacation or leave within  
17 seven calendar days of receipt.

18           ***SECTION R22.11 – OVERTIME***

19           A. Definitions: For the purpose of this Article R22, the following definitions apply:

20           1. "Scheduled overtime" shall mean overtime that is being offered more than  
21 24 hours in advance from the start of the overtime shift.

22           2. "Unscheduled overtime" shall mean an overtime shift that is being offered  
23 less than 24 hours in advance from the start of the overtime shift.

24           B. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the  
25 scheduled workday, except as provided in Article R13, and on an Employee's RDO shall be paid at  
26 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification  
27 for actual overtime hours worked.

28           C. When unscheduled overtime is requested to complete a special task, the overtime



1 will first be offered to the Employee within the classification responsible for the work. A special task  
2 shall mean:

- 3 1. non-ordinary circumstances in which the work cannot wait to be completed; or
- 4 2. work deemed unreasonable to have anyone but the existing Employee  
5 performing the work.

6 **D.** Unscheduled overtime call procedures will be as follows: For unscheduled  
7 overtime assignments, RAIL will call a qualified Employee using the overtime contact list, by  
8 seniority, for the classification affected at the Base where overtime is needed. RAIL will then call  
9 down the list until the number of Employees needed have agreed to cover overtime. RAIL is not  
10 required to give a call-back grace period when calling down the list to staff unscheduled overtime nor  
11 is RAIL required to leave a message. Employees on authorized leave will not be called for  
12 unscheduled overtime, unless it is an extreme emergency. The provisions of this section shall not  
13 apply to overtime involving inclement weather or for special task work as defined in R22, Section  
14 11.C.

15 **E.** Scheduled overtime should be posted on Monday or as soon as it is known, and  
16 closed at noon on Thursday of the week prior to the scheduled overtime. If Thursday is a holiday, the  
17 posting will close on the preceding Wednesday using the same procedure.

18 1. Scheduled overtime will be assigned to the Employee in the same job  
19 classification in the same shift as the overtime, in seniority order, provided the Employee is qualified  
20 and reasonably available.

21 2. If scheduled overtime is not filled after all the procedures outlined in  
22 Paragraph 1 have been followed, it may be offered to Employees in the same job classification in the  
23 other shift, in seniority order, provided the Employee is qualified and reasonably available.

24 3. If scheduled overtime has not been filled after all the procedures outlined in  
25 Paragraphs 1 and 2 have been followed, then it may be assigned to Leads in the same job  
26 classification in the same shift as the overtime, in seniority order, provided the Employee is qualified  
27 and reasonably available.

28 4. If overtime is still unfilled after the procedures stated in Paragraphs 1 – 3

1 are followed, RAIL may assign overtime to Leads in the same job classification in the other shift, in  
2 seniority order, provided the Employee is qualified and reasonably available.

3                   **5.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 4 are  
4 followed, RAIL may assign overtime to Employees in the next lower job classification on the same  
5 shift, in seniority order, provided the Employee is qualified and reasonably available.

6                   **6.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 5 are  
7 followed, RAIL may assign overtime to Employees in the next lower job classification on the other  
8 shift, in seniority order, provided the Employee is qualified and reasonably available.

9                   **7.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 6 are  
10 followed, RAIL may assign overtime to Employees in other job classifications, provided the  
11 Employee is qualified.

12                   **8.** If overtime is still unfilled after the procedures stated in Paragraphs 1 – 7 are  
13 followed, RAIL may assign overtime by inverse seniority to Employees in the same job  
14 classification. In the event of an emergency, RAIL may assign overtime to any qualified Employee.

15                   **9.** If an overtime assignment is greater than 4 hours in length and the majority  
16 of the assignment is between the hours of 6:01 am and 6:00 pm, it shall be offered to dayshift  
17 Employees first. If the majority of the work is between 6:01pm and 6:00 am, it shall be offered to  
18 graveyard Employees first.

19                   **F.** Overtime assignments of 4 hours or less, in conjunction to a shift will be offered to  
20 qualified Employees who are working the shift preceding or succeeding the shift where the work is to  
21 be performed.

22                   **G.** A Track and Signals Employee, who has gone home after their regular shift, and  
23 who is called back to work and reports for work, will be guaranteed four hours of pay at the overtime  
24 rate. If a Track and Signals Employee can correct the situation without having to report to the  
25 worksite, they will be guaranteed two hours of pay at the overtime rate.

26                   **H.** If RAIL calls an Employee and offers overtime to report to work immediately and  
27 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the  
28 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two

1 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours  
2 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to  
3 work, the four hours referenced in Paragraph F will apply, timed from the first phone call.

4 I. A Track and Signals Employee called in before their scheduled report time and in  
5 conjunction with their regular shift will not be sent home early to avoid overtime payment and will  
6 not be required to work beyond a spread of twelve hours. An Employee desiring to go home early  
7 may request permission from their immediate supervisor.

8 J. Overtime on any shift shall be computed at the rate paid for the Employee's  
9 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the  
10 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift  
11 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending  
12 into the day shift will be paid at the overtime rate with graveyard shift differential.

13 1. Employees must have at least one eight hour continuous rest period in any  
14 24 hour period and must have at least one ten hour continuous rest period in any 48 hour period.

15 2. In the event that an Employee does sign up for, or RAIL awards, overtime  
16 in violation of rest breaks and/or hour restrictions, RAIL shall award the assignment to the next  
17 senior Employee who meets the rest restrictions, prior to making corrections to the assignment.

18 ***SECTION R22.12 – SHIFT DIFFERENTIAL***

19 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.  
20 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any  
21 shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with  
22 a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

23 ***SECTION R22.13 – SPECIAL BENEFITS***

24 A. RAIL will provide any and all tools necessary to perform all assigned mechanical  
25 work to Track and Signals Employees.

26 B. Each Track and Signals Employee shall receive eleven uniforms and shall wear a  
27 uniform during all work hours.

28 C. Each Employee who is required to work in inclement weather or hazardous areas

1 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
2 to Personal Protective Equipment (PPE), a rain set, hat and boots.

3 **D.** RAIL shall provide and maintain necessary safety clothing, uniforms and  
4 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be  
5 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up  
6 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such  
7 voucher shall be \$220 (plus sales tax) per Employee. A replacement item will be issued when the  
8 item is lost, stolen, damaged or worn out.

9 **E.** When an Employee works two or more hours of overtime in conjunction with their  
10 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the  
11 Employee's preference.

12 **F.** RAIL shall reimburse each Employee for the cost of any license(s) required in  
13 relation to their job classification or job duties, excluding the cost of the state-issued driver's license.

14 **G.** Employees covered by this Article shall be eligible for a reimbursement of \$250  
15 toward the purchase of one pair of prescription safety glasses every three (3) years.

16 ***SECTION R22.14 – ATTENDANCE***

17 **A.** The PARTIES recognize that Track and Signals duties and functions are critical  
18 and that Employees have the responsibility and obligation to be at work on time each day. Track and  
19 Signals Employees will be subject to the following terms, which supersede any conflicting provisions  
20 elsewhere in the AGREEMENT.

21 **B.** Track and Signals will monitor and record attendance using the terms of late  
22 occurrence and unexcused absence.

23 **C.** A late occurrence:

24 **1.** of up to one hour shall be managed and recorded as follows:

25 **a.** An Employee may complete any time left on their shift.

26 **b.** An Employee may work a full eight or ten hours even though this  
27 work would continue into the next shift.

28 **c.** An Employee may not use AC time or vacation to make up lost

1 time.

2 d. An Employee will be paid for actual hours worked at their  
3 scheduled rate of pay.

4 e. A late occurrence shall not create an overtime opportunity for the  
5 late Employee. No grievances will be filed by other Employees claiming overtime infringements  
6 should an Employee elect to work their full shift and the time worked extends into another shift.

7 2. of between one and two hours shall be managed and recorded as follows:

8 a. An Employee may complete any time left on their shift only.

9 b. An Employee may not use AC time or vacation to make up lost  
10 time.

11 c. An Employee will be paid for hours worked at their scheduled rate  
12 of pay.

13 3. Late occurrences will be recorded in a 180 day rolling time frame as  
14 follows:

15 a. 1st through 3rd occurrence – Employee will sign Employee Absence  
16 Form.

17 b. 4th occurrence – Employee will sign Employee Absence Report  
18 and Employee will receive an Oral Reminder. The Employee will be offered a program of assistance  
19 from both PARTIES in developing a plan to improve attendance. This program will include referral  
20 to the Employee Assistance Program. The Metro unit superintendent/chief and the UNION  
21 Officer/designee will meet with the Employee to write the details of the program, which will be  
22 specific to the Employee.

23 c. 5th occurrence – Employee will sign Employee Absence Report  
24 and Employee will receive a Written Reminder.

25 d. 6th occurrence – one-day suspension without pay.

26 e. 7th occurrence – discharge unless METRO determines that an  
27 additional suspension may be sufficient to correct the Employee’s attendance problem.

28 **D.** Unexcused absences (over two hours late) shall be managed and recorded as

1 follows:

- 2 1. An Employee may complete their shift only.
- 3 2. An Employee may not use AC time or vacation to supplement their regular
- 4 shift pay.
- 5 3. Such Employee is not eligible for overtime that day.
- 6 4. Unexcused absences will be recorded in a twelve-month rolling time frame

7 as follows:

- 8 a. 1st occurrence – Employee will receive Oral Reminder; Employee
- 9 will sign Employee Absence Report.
- 10 b. 2nd occurrence – Employee will receive Written Reminder;
- 11 Employee will sign Employee Absence Report. The Employee will be offered a program of
- 12 assistance from both PARTIES in developing a plan to improve attendance. This program will
- 13 include referral to the Employee Assistance Program. The Metro unit superintendent/chief and the
- 14 UNION Officer/designee will meet with the Employee to write the details of the program, which will
- 15 be specific to the Employee.

16 c. 3rd occurrence – One-day suspension without pay.

17 d. 4th occurrence – Discharge, unless METRO determines that an

18 additional suspension may be sufficient to correct the Employee’s attendance problem.

19 E. An occurrence which results in a second one day suspension within 180 calendar

20 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO

21 determines that an additional suspension may be sufficient to correct the Employee’s attendance

22 problem.

23 F. Extenuating circumstances will be considered. Any request by an Employee to

24 have a late occurrence or unexcused absence removed from the attendance management record must

25 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a

26 late occurrence or unexcused absence that has been removed from the attendance management record

27 has the option to use vacation leave or AC time, as appropriate to make up lost time.

28 G. The PARTIES agree to review this Section on an annual basis.

1           **SECTION R22.15 – TRAINING**

2           The PARTIES shall develop training programs in selected trade classifications. The  
3 PARTIES will jointly determine the implementation of the programs. The programs will recognize  
4 that workforce diversity is valued and encouraged.

5           **SECTION R22.16 – LINK LIGHT RAIL LABOR-MANAGEMENT RELATIONS**  
6 **COMMITTEE**

7           Track and Signals Employees will participate in the Rail Labor-Management Relations  
8 Committee.

9           **SECTION R22.17 – WORKING OUT OF CLASSIFICATION OR SPECIAL DUTY**  
10 **ASSIGNMENTS TO CHIEFS**

11           No Employee assigned temporarily to Chief shall issue discipline to other Employees or  
12 perform formal annual performance appraisals.

13 **ARTICLE R23: LINK LIGHT RAIL FACILITIES EMPLOYEES**

14           **SECTION R23.1 – DEFINITION OF EMPLOYEES**

15           “Link Light Rail Facilities Employees” shall mean all Employees in the following job  
16 classifications, and their respective lead positions where applicable:

- 17           ● Grounds Specialist
- 18           ● Lead Rail Facilities Custodian
- 19           ● Lead Rail Station Custodian (Lead Transit Custodian)
- 20           ● Lead Transit Grounds Specialist
- 21           ● Lead Transit Maintenance Painter
- 22           ● Lead Transit Building Operating Engineer
- 23           ● Rail Facilities Custodian
- 24           ● Rail Facilities Mechanic
- 25           ● Rail Facilities Mechanic – Lead
- 26           ● Rail Laborer
- 27           ● Rail Laborer - Lead
- 28           ● Rail Station Custodian

- Transit Maintenance Painter
- Building Operating Engineer

**SECTION R23.2 – SUBCONTRACTING**

RAIL shall not subcontract work historically performed by Employees represented by the UNION; however, the UNION understands that the scope of work performed by RAIL Employees is determined by Sound Transit.

**SECTION R23.3 – CAREER PATHS – PERMANENT APPOINTMENTS**

RAIL shall use an open and competitive hiring process for filling Link Light Rail Facilities classifications. Qualified Employee applicants shall be given preference. If a suitable candidate is not identified for hire among Employee applicants, then METRO shall have the discretion to select the candidate for hire.

**SECTION R23.4 – 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 R23.5 – 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 regularly scheduled 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.



1           **B.** If it becomes necessary to alter a shift, and such alteration imposes a serious  
2 hardship on the Employee, such Employee may request that the PARTIES review the matter.

3           **C.** For the purposes of the pick and subsequent work assignments, the graveyard shift  
4 shall be considered the first shift of the workday, the day shift the second, and the swing shift the  
5 third.

6           **D.** For holiday work assignments, RAIL will determine the staffing needs for each  
7 shift. Holiday work assignments will be subject to language in Section 11.

8           **E.** Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

9           ***SECTION R23.6 – TEMPORARY UPGRADES***

10           **A.** The provisions of Article R3, Section 14, Paragraph B, shall not apply to Rail  
11 Facilities Employees. Instead, all assigned work in a higher paid classification (working out of  
12 classification) will be paid a working out of classification pay premium for actual time worked up to  
13 four hours. Assigned work in a higher paid classification in excess of four hours will be paid the  
14 working out of classification pay premium for the entire shift. Overtime will be paid at the overtime  
15 rate including the working out of classification premium.

16           **B.** Working out of classification assignments will be assigned based on qualifications,  
17 as determined by RAIL.

18           **C.** Seniority will determine which Employee is assigned working out of classification  
19 among equally qualified Employees.

20           **D.** An Employee who declines a working out of classification opportunity may not  
21 displace the Employee who accepted it, regardless of seniority.

22           **E.** Training opportunities for working out of classification qualification will be  
23 offered on a rotating basis using a sign up sheet established by seniority.

24           **F.** An Employee assigned working out of classification to a Lead position shall not  
25 receive the working out of classification pay premium, and shall instead receive 10% above the top  
26 step of the base wage rate of the classification for which they serve as a Lead.

27           If RAIL determines that a Lead position will be needed for a project or crew which  
28 has three or more Employees and/or will last for more than 90 calendar days, and/or when justified

1 by the additional responsibilities and coordination, RAIL may assign a regular journey-level Lead  
2 instead of a temporary Lead.

3                   1. Employees assigned to working out of classification in a temporary Lead  
4 position will be selected from Employees on the project or crew who have completed probation.

5                   2. Each temporary Lead will be considered a working Lead. In addition to  
6 their Lead duties, a Lead shall continue to perform their assigned duties.

7                   3. No temporary Lead will discipline other Employees (as defined by Article  
8 R4, Section 2(A)).

9                   **SECTION R23.7 – TEMPORARY DESIGNATED LEADS**

10                  A. An Employee assigned temporarily to a designated Lead position in the Link Light  
11 Rail Facilities sections shall not receive the working out of classification pay premium, and shall  
12 instead receive 10% above the top step of the base wage rate of the classification for which they serve  
13 as a Lead.

14                  B. A designated Lead will be assigned by the immediate supervisor or chief at the  
15 discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and  
16 opportunities to experience Lead work assignments, and taking into account Employees' abilities,  
17 training, education, experience, seniority, and job performance.

18                  C. Any Employee who trains a newly hired Employee will receive designated Lead  
19 pay. Lead pay for training shall be assigned at the discretion of RAIL.

20                  D. Assigned lead work will be paid at the higher rate of pay for actual time worked up  
21 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for  
22 the entire shift.

23                  E. Any time worked as a designated Lead in excess of eight hours, or ten hours for a  
24 4/40 Employee, will be paid at one and one-half times the designated Lead rate of pay.

25                  F. A designated Lead will be considered a working Lead. In addition to their  
26 designated Lead duties, a designated Lead shall continue to perform their assigned duties.

27                  G. No designated Lead will discipline other Employees (as defined by Article R4,  
28 Section 3).

1                   **SECTION R23.8 – LEADS**

2                   A. When a permanent vacancy occurs within a Lead classification, the position will  
3 be filled by a recruitment that will simultaneously accept applications from current Rail Employees,  
4 Bus-side Employees, other King County employees, and outside applicants. First preference will be  
5 given to any current RAIL Employees in the classification being led who have, as of the start date of  
6 the Lead position, a minimum of two years experience in that classification at RAIL. Should METRO  
7 determine that no career service RAIL Employees in the classification qualify for a Lead position, it  
8 will notify the UNION of its determination prior to moving to all other applicants.

9                   B. Lead Employees shall be selected on the basis of ability, training, education,  
10 experience, and job performance, through appropriate testing procedures and/or evaluations that will  
11 be developed with Union input.

12                  C. Each Lead Employee in Rail Facilities shall receive a 10% premium above the top  
13 step of the base wage rate of the classification for which they serve as a Lead. If a lead is working on  
14 a shift that is eligible for shift differential, their straight-time rate of pay shall be calculated as  
15 follows: base hourly rate, plus 10%, plus shift differential.

16                  D. Lead workers have the responsibility of coordinating the work of the Employees to  
17 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct  
18 Employees' efforts to ensure that work gets done effectively. A Lead will be considered a working  
19 Lead. In addition to their Lead duties, a Lead shall continue to perform the regular work of the  
20 classification from which they lead.

21                  E. No Lead Employee will discipline, as defined in Article R4, Section 2, Paragraph  
22 A, other Employees or perform formal Employee evaluations.

23                  F. For Overtime and Holiday work assignments: When performing the regular work  
24 of the classification that they are leading, the Lead of that specific classification will be offered the  
25 assignment only after Employees in that classification have been asked in each step of the overtime  
26 process.

27                   **SECTION R23.9 – PICKS AND MOVE-UPS**

28                  A. Two picks shall be held annually for Link Light Rail Facilities Employees to be

1 effective on the start of the closest pay period to March 15 and September 15. When a facility opens  
2 or closes, a section-wide pick will occur for those job classifications affected.

3 **B.** All Employees listed in Section 1 may select by classification seniority their shift  
4 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be  
5 picked to the extent specified by RAIL on the pick sheets.

6 **C.** A once-yearly vacation pick will be held during the first pick of the year. When  
7 the pick schedule is posted, RAIL will inform the UNION of the number of Employees to be off on  
8 picked vacation per block.

9 **D.** Copies of the proposed pick schedule and shifts will be posted for review no later  
10 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than  
11 seven days prior to the pick. The effective date of the shake-up will be approximately two weeks  
12 after the pick.

13 **E.** An Employee who is unable to attend the pick may leave an absentee pick form  
14 with the UNION indicating their work preferences and vacation picks if applicable. Failure to do so  
15 will result in the UNION representative picking an assignment for the Employee. The UNION  
16 representative shall make an effort to select an assignment comparable to the assignment most  
17 recently worked. Selections made by the UNION will not be subject to the grievance/arbitration  
18 procedure.

19 **F.** When RAIL determines that an Employee will be unavailable for work for an  
20 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of  
21 the pick process.

22 **G.** If a vacant position is to be filled or a new position is created, Employees in that  
23 classification will have a move-up if requested by the UNION. Move-ups will be conducted only  
24 when they can be implemented at least 28 calendar days prior to the end of the current shake-up.

25 **H.** Rail Laborers who were hired before June 15, 2015, will have the right in the  
26 second pick of each year to choose between working in LLR Facilities or Track & Signals.

27 ***SECTION R23.10 – VACATION SELECTION***

28 **A.** At least one Employee or 10% rounded up to the next higher whole number,

1 whichever is greater, in each job classification shall be allowed to use vacation in each vacation  
2 period, provided that RAIL has sufficient staffing to provide service and Employees can work under  
3 safe conditions. The UNION representatives shall conduct these vacation picks.

4           **B.** During the annual vacation selection, each Link Light Rail Facilities Employee  
5 may select a maximum of five separate blocks of vacation, in the following payroll year, each  
6 consisting of one or more full weeks. Vacation selections shall be made by seniority within a job  
7 classification. An Employee who takes their vacation in two or more blocks shall select the second  
8 block of their vacation after all Employees in their classification have made their first selection; their  
9 third selection after all Employees in their classification have made their second, etc. Employees  
10 may only pick vacation hours totaling up to their balance at the time of pick. RAIL shall post a  
11 calendar with all approved vacation selections indicated. Vacation changes shall not be allowed less  
12 than 30 days prior to the first effective day of requested leave except in emergencies, as determined  
13 by RAIL.

14           After the vacation pick, any other vacation requests will be honored on a first come, first  
15 served basis.

16           **C.** An Employee who does not select vacation at the annual vacation pick must  
17 request vacation at least 30 calendar days prior to the first effective day of requested leave, unless  
18 otherwise approved by management.

19           **D.** An Employee who has not filed a vacation request according to the above  
20 Paragraphs must do so by October 1 or may be subject to losing their vacation time.

21           **E.** On September 15 of each year, RAIL will notify each Employee who has a  
22 vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee  
23 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

24           **F.** An Employee may use vacation leave in one-hour increments with the approval of  
25 their immediate supervisor.

26           **G.** Management will respond to a written request for any vacation or leave within  
27 seven days of receipt.

28           ***SECTION R23.11 – OVERTIME***

1                   **A. Definitions:** For the purpose of Article R23 the following definitions apply:

2                               1. “Scheduled overtime” shall mean overtime that is being offered  
3 more than 24 hours in advance from the start of the overtime shift

4                               2. “Unscheduled overtime” shall mean an overtime shift that will begin  
5 in less than 24 hours after RAIL has become aware of the need for overtime.

6                   **B.** All hours worked in excess of eight or ten hours for a 4/40 Employee, in the  
7 scheduled workday, except as provided in Article R13, and on an Employee’s RDO shall be paid at  
8 the overtime rate of one and one-half times the existing straight-time rate of pay for the classification  
9 for actual overtime hours worked.

10                   **C.** When unscheduled overtime is requested to complete a special task, the overtime  
11 will first be offered to the Employee within the classification responsible for the work. A special task  
12 shall mean:

- 13                               1. non-ordinary circumstances in which the work cannot wait to be completed; or  
14                               2. work deemed unreasonable to have anyone but the existing Employee  
15 performing the work.

16                   **D.** Unscheduled overtime call procedures will be as follows: For unscheduled  
17 overtime assignments, RAIL will call a qualified Employee using the overtime contact list, by  
18 seniority, for the classification affected at the Base where overtime is needed. RAIL will then call  
19 down the list until the number of Employees needed have agreed to cover overtime. RAIL is not  
20 required to give a call-back grace period when calling down the list to staff unscheduled overtime.  
21 Employees on authorized leave will not be called for unscheduled overtime, unless it is an extreme  
22 emergency. The provisions of this section shall not apply to overtime involving inclement weather or  
23 hazardous areas in R23, Section 11.B.

24                   **E.** Scheduled overtime should be posted on or before Monday, and closed not before  
25 noon on Thursday of the week prior to the scheduled overtime, if possible. If Thursday is a holiday,  
26 the posting will close on the preceding Wednesday using the same procedure.

27                               1. Scheduled overtime will be assigned to Employees on the posting, first by  
28 base, then by shift, then by seniority within a classification provided the Employee is qualified and

1 reasonably available. Once overtime is assigned to an Employee, they are committed to working the  
2 day and time posted and any variance from that commitment requires communication with Facilities  
3 management, such as a phone call, text message or e-mail exchange that indicates approval, or  
4 requires that the Employee call in sick following the requirements in Article R11 - Sick Leave, and  
5 Article R23, Section 14 - Attendance.

6                   2. If scheduled overtime is not filled from the posting, it may be offered, first  
7 by base, then by shift, then by seniority, to Employees in the next lower job classification(s),  
8 provided the Employee is qualified for the upgrade.

9                   3. If scheduled overtime has not been filled after all of the procedures outlined  
10 in Paragraph 2 have been followed, then it may be assigned in inverse order of seniority in the  
11 affected job classification. If the least senior Employee is not qualified or reasonably available, the  
12 overtime will be assigned to the Employee next lowest in seniority. In the event of an emergency,  
13 RAIL may assign overtime to any qualified Employee.

14                   4. If RAIL is unable to post for scheduled overtime on Monday, scheduled  
15 overtime shall be offered to qualified Employees first by base, then by shift, then by seniority within  
16 classification. The offer shall be made by RAIL either in person or over the phone using the contact  
17 information provided by each Employee on the overtime contact list. Employees shall be given a  
18 minimum of 20 minutes to provide an answer to RAIL before the next Employee is offered scheduled  
19 overtime. RAIL shall call Employees on leave or vacation to offer non-posted scheduled overtime if  
20 the Employee is due to return to work before the date and time of the scheduled overtime shift.

21                   F. A Link Light Rail Facilities Employee, who has gone home after their regular shift,  
22 and who is called back to work and reports for work, will be guaranteed four hours of pay at the  
23 overtime rate. If a Link Light Rail Facilities Employee can correct the situation without having to  
24 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

25                   G. If RAIL calls an Employee and offers overtime to report to work immediately and  
26 the Employee agrees to come in, but subsequently RAIL calls the Employee back and cancels the  
27 offer of overtime after the Employee has accepted the offer to work, the Employee shall receive two  
28 hours of overtime pay. After a cancelled request, if RAIL calls the Employee again within two hours

1 of the first phone call and re-offers overtime to report to work, and the Employee actually reports to  
2 work, the four hours referenced in Paragraph E will apply, timed from the first phone call.

3 **H.** A Link Light Rail Facilities Employee called in before their scheduled report time  
4 and in conjunction with their regular shift will not be sent home early to avoid overtime payment and  
5 will not be required to work beyond a spread of twelve hours. An Employee desiring to go home  
6 early may request permission from their immediate supervisor.

7 **I.** An Employee who works an overtime shift that ends four hours of less before the  
8 start of their regular shift, with their immediate supervisor's prior approval, shall be allowed to begin  
9 their regular shift immediately following the end of their overtime. The change in schedule will then  
10 change the ending time of the Employee's shift for that day ending early by the amount of time that  
11 the Employee began their shift early.

12 **J.** All overtime provisions will be exhausted within a base before overtime  
13 opportunities are offered to Employees at other bases.

14 **K.** Overtime on any shift shall be computed at the rate paid for the Employee's  
15 regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the  
16 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift  
17 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending  
18 into the day shift will be paid at the overtime rate with graveyard shift differential.

19 **L.** Employees must have at least one eight hour continuous rest period in any 24 hour  
20 period and must have at least one ten hour continuous break in any 48 hour period.

21 **M.** If an Employee who is awarded overtime calls in sick or is approved for other  
22 leave, the overtime shall be offered first to Employees that volunteered for the assignment during its  
23 original post time-frame.

24 ***SECTION R23.12 – SHIFT DIFFERENTIAL***

25 Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift.  
26 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate. Any  
27 shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with  
28 a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.



1           **SECTION R23.13 – SPECIAL BENEFITS**

2           RAIL will provide any and all tools necessary to perform all assigned mechanical work to  
3 Link Light Rail Facilities Employees.

4           A. Each Link Light Rail Facilities Employee shall receive eleven uniforms and shall  
5 wear a uniform during all work hours.

6           B. Each Employee who is required to work in inclement weather or hazardous areas  
7 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited  
8 to Personal Protective Equipment (PPE), a rain set, hat and boots.

9           C. RAIL shall provide and maintain necessary safety clothing, uniforms and  
10 equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be  
11 entitled to a RAIL voucher to be applied toward purchases of such footgear. Employees may use up  
12 to \$50.00 of the voucher to purchase work socks. The maximum RAIL contribution paid by such  
13 voucher shall be \$220 (plus sales tax) per Employee. A replacement item will be issued when the  
14 item is lost, stolen, damaged or worn out.

15           D. When an Employee works two or more hours of overtime in conjunction with their  
16 regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the  
17 Employee’s preference.

18           E. RAIL shall reimburse each Employee for the cost of any license(s) required in  
19 relation to their job classification or job duties, excluding the cost of the state-issued driver license.

20           F. Employees covered by this Article shall be eligible for a reimbursement of \$250  
21 toward the purchase of one pair of prescription safety glasses every three (3) years.

22           **SECTION R23.14 – ATTENDANCE**

23           A. The PARTIES recognize that Link Light Rail Facilities duties and functions are  
24 critical and that Employees have the responsibility and obligation to be at work on time each day.  
25 Link Light Rail Facilities Employees will be subject to the following terms, which supersede any  
26 conflicting provisions elsewhere in the AGREEMENT.

27           B. Link Light Rail Facilities will monitor and record attendance using the terms of  
28 late occurrence and unexcused absence.

1 C. A late occurrence:

2 1. of up to one hour shall be managed and recorded as follows:

3 a. An Employee may complete any time left on their shift.

4 b. An Employee may work a full eight or ten hours even though this  
5 work would continue into the next shift.

6 c. An Employee may not use AC time or vacation to make up lost  
7 time.

8 d. An Employee will be paid for actual hours worked at their  
9 scheduled rate of pay.

10 e. A late occurrence shall not create an overtime opportunity for the  
11 late Employee. No grievances will be filed by other Employees claiming overtime infringements  
12 should an Employee elect to work their full shift and the time worked extends into another shift.

13 2. of between one and two hours shall be managed and recorded as follows:

14 a. An Employee may complete any time left on their shift only.

15 b. An Employee may not use AC time or vacation to make up lost  
16 time.

17 c. An Employee will be paid for hours worked at their scheduled rate  
18 of pay.

19 3. Late occurrences will be recorded in a 180 day rolling time frame as  
20 follows:

21 a. 1st through 3rd occurrence – Employee will sign Employee Absence  
22 Report Form.

23 b. 4<sup>th</sup> occurrence – Employee will sign Employee Absence Report  
24 Form and Employee will receive an Oral Reminder. The Employee will be offered a program of  
25 assistance from both PARTIES in developing a plan to improve attendance. This program will  
26 include referral to the Employee Assistance Program. The Metro unit superintendent/chief and the  
27 UNION Officer/designee will meet with the Employee to write the details of the program, which will  
28 be specific to the Employee.

1 c. 5th occurrence – Employee will sign Employee Absence Report and  
2 Employee will receive a Written Reminder.

3 d. 6th occurrence – one-day suspension without pay.

4 e. 7th occurrence – discharge, unless METRO determines that an  
5 additional suspension may be sufficient to correct the Employee’s attendance problem.

6 **D. Unexcused absences (over two hours late) shall be managed and recorded as**  
7 follows:

8 1. An Employee may complete their shift only.

9 2. An Employee may not use AC time or vacation to supplement their regular  
10 shift pay.

11 3. Such Employee is not eligible for overtime that day.

12 4. Unexcused absences will be recorded in a twelve-month rolling time frame  
13 as follows:

14 a. 1st occurrence – Employee will sign Employee Absence Report and  
15 Employee will receive Oral Reminder.

16 b. 2nd occurrence – Employee will sign Employee Absence Report  
17 and Employee will receive Written Reminder. The Employee  
18 will be offered a program of assistance from both PARTIES in developing a plan to improve  
19 attendance. This program will include referral to the Employee Assistance Program. The Metro unit  
20 superintendent/chief and the UNION Officer/designee will meet with the Employee to write the  
21 details of the program, which will be specific to the Employee.

22 c. 3rd occurrence – One-day suspension without pay.

23 d. 4th occurrence – Discharge, unless METRO determines that an  
24 additional suspension may be sufficient to correct the Employee’s attendance problem.

25 **E. An occurrence which results in a second one day suspension within 180 calendar**  
26 days of the occurrence that resulted in the first suspension shall result in discharge unless METRO  
27 determines that an additional suspension may be sufficient to correct the Employee’s attendance  
28 problem.

1 F. Extenuating circumstances will be considered. Any request by an Employee to  
2 have a late occurrence or unexcused absence removed from the attendance management record must  
3 be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a  
4 late occurrence or unexcused absence that has been removed from the attendance management record  
5 has the option to use vacation leave or AC time, as appropriate to make up lost time.

6 G. The PARTIES agree to review this Section on an annual basis.

7 ***SECTION R23.15 – TRAINING***

8 A. The PARTIES shall develop training programs in selected trade classifications.  
9 The PARTIES will jointly determine the implementation of the programs. The programs will  
10 recognize that workforce diversity is valued and encouraged.

11 B. When training is assigned to an Employee at a site other than their picked work  
12 location, transportation will be provided by Rail to and from the training site, originating at the  
13 Employee’s picked location. Employee will be paid for all hours worked, including transportation  
14 and training. An Employee may waive this provision, with prior written approval from their Chief. If  
15 the Employee waives this provision, they are not entitled to mileage.

16 ***SECTION R23.16 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE***

17 Link Light Rail Facilities Employees will participate in the Rail Labor-Management Relations  
18 Committee.

19 ***SECTION R23.17 – WORKING OUT OF CLASSIFICATION OR SPECIAL DUTY***

20 ***ASSIGNMENTS TO CHIEF***

21 No Employee assigned temporarily to Chief shall issue discipline to other Employees or  
22 perform formal annual performance evaluations.

23 **ARTICLE R24: LINK LIGHT RAIL TRAINING**

24 ***SECTION R24.1 – DEFINITION OF EMPLOYEES***

- 25 ● Rail Technical Trainer

26 ***SECTION R24.2 – GENERAL CONDITIONS***

27 A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer  
28 may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work

1 hours, compressed workweek, telecommuting and/or job share arrangements upon approval of their  
2 immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days  
3 executive leave annually, to be administered according to King County policy.

4 **B.** The Rail Technical Trainer position will be filled through an open and competitive  
5 recruiting process.

6 **C.** When a Rail Technical Trainer is required to work on a holiday, they will have  
7 another day off with pay on a day mutually agreed by the Employee and their immediate supervisor.

8 **D.** Rail Technical Trainers will receive a second personal holiday to be used in the  
9 payroll year in lieu of the holiday for Lincoln’s Birthday defined in Article R8, Section 3. The use of  
10 the personal holiday will be governed by Article R8, Section 4, Paragraph B.

11 ***SECTION R24.3 – SPECIAL BENEFITS***

12 All necessary safety and foul weather gear will be provided by RAIL. Each Employee  
13 is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher  
14 to be applied toward purchases of footgear (one pair of boots, socks and cushioned inserts identified  
15 on the RAIL voucher at time of purchase). Employees may use up to \$50.00 of the voucher amount  
16 to purchase work socks. The maximum RAIL contribution paid by such voucher shall be \$220 (plus  
17 sales tax) per Employee.

18 **ARTICLE R25: SUPPORTED EMPLOYMENT PROGRAM**

19 ***SECTION R25.1 – DEFINITION OF EMPLOYEES***

20 **A.** This Article applies to Employees who are hired through the King County  
21 Supported Employment Program, which provides Career Service positions, for paid, competitive  
22 employment opportunities for individuals with intellectual and developmental disabilities in  
23 integrated work settings.

24 **B.** Employees in the Supported Employment Program will be placed in the following  
25 two job classifications:

- 26 • Supported Employment Program (SEP) Associate I
- 27 • Supported Employment Program (SEP) Associate II

28 ***SECTION R25.2 – TERMS AND CONDITIONS OF EMPLOYMENT***

1           A. With respect to Article 7 (Layoff and Recall), only those in Supported Employee  
2 classifications may bump others in Supported Employee classifications. Additionally, because the  
3 jobs are tailored to individuals' abilities and experience, the Program Manager and the King County  
4 Department of Human Resources Director or designee must review and approve any bumping  
5 decisions involving Supported Employees and notify the UNION of the decision.

6           B. The job duties of a Supported Employee may cross job classifications, bargaining  
7 units and/or union jurisdiction boundaries. The PARTIES understand that the process used to assign  
8 duties will reflect a "customized employment process" wherein job duties may be "carved" from  
9 various assignments and places to create a single Supported Employee assignment with agreement  
10 from the UNION. Because a key component to a successful program includes flexibility in assigning  
11 job duties based on operational need and Employee growth, as well as the ability to increase  
12 responsibility as skills grow, duties will vary and may change over time.

13           C. Supported Employee Program Associates are represented by the UNION and will  
14 have all rights afforded to them under this AGREEMENT.

15           D. When a job assignment crosses union lines to a significant degree, the unions will  
16 be consulted and agreement between the union will be sought. The union representing the majority of  
17 the work will represent the employee. Issues, concerns or disputes regarding the representation of  
18 bargaining unit work assigned to Supported Employees will be discussed by the unions jointly with  
19 the Supported Employment Program Manager and the appropriate representative of the Office of  
20 Labor Relations. Employees will be allowed and expected to continue performing their duties, newly  
21 identified and/or previously assigned, while the dispute is discussed. The PARTIES may involve the  
22 King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes.

23           E. The PARTIES acknowledge the possibility that a Supported Employee may be  
24 assigned to perform work that is currently non-represented. If, however, the Employee is assigned  
25 both non-represented and represented work, the Employee will be treated as a member of the  
26 bargaining unit. The assignment of non-represented work to a Supported Employee will not change  
27 the characterization of the work as non-represented work.

28           F. The assignment of a Supported Employee to the bargaining unit will not result in

1 the loss of bargaining unit positions, modification of the process for selection of assignments,  
2 alteration of schedules, less overtime opportunities, or any other right provided by this  
3 AGREEMENT or practices developed thereunder.

4           G. Supported Employees may be reclassified from current County classifications to  
5 the appropriate new classifications if the Department of Human Resources determines reclassification  
6 to be appropriate, with consultation with the UNION. If such reclassification occurs, the reclassified  
7 Employees will suffer no loss in pay and no loss of seniority. Participation in Supported  
8 Employment Program does not prohibit an Employee from working in a non-supported employment  
9 classification when the Employee is able to perform all the essential functions of that classification as  
10 long as seniority rules are honored.

11           H. The PARTIES will meet to assess the Supported Employment Program when  
12 needed. The PARTIES will discuss any issues or concerns that have arisen since the start of the  
13 program and commit to working to resolve those issues, which may include modifications to this  
14 AGREEMENT.

15           I. Supported Employees will be assigned to a regular work schedule of no less than 20  
16 hours per week and will be eligible for full benefits.

17 **ARTICLE R26: TEMPORARY EMPLOYEES**

18           ***SECTION R26.1 – DEFINITIONS***

19           A. “Term-Limited Temporary (TLT) Employee” shall mean a person who is  
20 employed for a period of time at least half-time for more than 6 months with a clearly identifiable end  
21 date not to exceed 3 years. Work performed by Term-Limited Temporary (TLT) Employees include  
22 Grant-Funded Projects, Information Systems Technology Projects, Capital Improvement Projects,  
23 and Miscellaneous Projects and/or Non-Routine Assignments (such as backfilling for Career Service  
24 Employees absent from work due to leave, or Special Duty Assignment.

25           B. “Short-Term Temporary (STT) Employee” shall mean a person who is employed  
26 for less than half-time in a rolling twelve month period (i.e. less than 1040 hours in a rolling twelve  
27 month period). Work performed by Short-Term Temporary (STT) Employees include peak  
28 workloads, short-term needs, project-related or seasonal work.

1 C. Employees covered by this Article:

- 2 1. Will not be used in lieu of filling budgeted Career Service positions.
- 3 2. Shall be considered at-will Employees for the duration of their employment.
- 4 Employees shall be eligible for a termination review hearing at their request. The termination of an
- 5 Employee under this article is not grievable.
- 6 3. Are not subject to the layoff and recall provisions of the AGREEMENT.
- 7 4. Will be assigned to work locations, shifts, and regular days off by METRO.
- 8 5. Will be provided with those tools necessary to perform their jobs.
- 9 6. Term-Limited Temporary (TLT) Employees and Short-Term Temporary

10 (STT) Employees are not eligible for Special Duty Assignments (SDA).

11 D. Positions filled by Employees covered by this Article will not be part of the regular

12 pick process for Career Service Employees.

13 E. METRO and the UNION will periodically meet to discuss the use of Employees

14 under this Article and whether the work should properly be performed by other Employees.

15 Additionally, METRO will notify the UNION and offer to meet to discuss any project which would

16 employ a substantial number of Employees under this article.

17 **SECTION R26.2 – SELECTION AS A CAREER SERVICE EMPLOYEE**

18 A. All Term-Limited Temporary (TLT) Employee postings shall also be posted as

19 Special Duty Assignments (SDA) for the entire bargaining unit on King County’s website.

20 B. A Term-Limited Temporary (TLT) Employee or Short-Term Temporary (STT)

21 Employee who is selected by METRO for a Career Service position in the same classification shall

22 serve the probationary period that is required by the position; however, if the Employee has 90 or

23 more calendar days of continuous TLT employment in the classification at the time of selection, the

24 probationary period shall be reduced by 90 calendar days and they will receive a seniority date,

25 vacation service credits and wage progression which reflects their continuous service.

26 **SECTION R26.3 – WAGES AND BENEFITS FOR SHORT-TERM TEMPORARY (STT)**

27 **EMPLOYEES**

28 A. A Short-Term Temporary (STT) non-exempt Employee shall be paid for actual



1 hours worked at the current rate in effect for their classification and length of service. Such  
2 Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-  
3 time hours in one workweek, or for hours worked on holidays.

4 **B.** A Short-Term Temporary (STT) Employee is not eligible for any Employee  
5 benefits, except as described in Paragraph D below. However, Short-Term Temporary (STT)  
6 Employees working on a full-time basis as defined by the Affordable Care Act, as amended, will  
7 receive insured benefits to the extend required by law and King County Code.

8 **C.** A Short-Term Temporary (STT) Employee whose employment is extended  
9 beyond 1,040 hours in a rolling twelve-month period shall receive applicable retroactive benefits to  
10 the date of hire (based on established start dates of benefits).

11 **D.** Short-Term Temporary (STT) Employees shall accrue sick leave consistent with  
12 the provision set forth in Article R11, Section 1, Paragraph B.

13 ***SECTION R26.4 – WAGES AND BENEFITS FOR TERM-LIMITED TEMPORARY***  
14 ***(TLT) EMPLOYEES***

15 **A.** Term-Limited Temporary (TLT) Employees will have seniority only within a  
16 group of Term-Limited Temporary (TLT) Employees in the same classification for picking vacation,  
17 overtime opportunities, and for forced overtime.

18 **B.** A Term-Limited Temporary (TLT) Employee may serve as a lead for other Term-  
19 Limited Temporary Employees. Selection for such lead positions shall be based on merit.

20 **C.** When METRO needs to separate one or more Term-Limited Temporary (TLT)  
21 Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to  
22 change that order. METRO will provide the plan for the order of separation to the UNION prior to  
23 providing formal notice to the Employees.

24 **D.** A Term-Limited Temporary (TLT) Employee is eligible for benefits as stated in  
25 Articles R8-R12.

26 **E.** Term-Limited Temporary (TLT) Employees will follow the wage progression as  
27 stated in Articles R14.1 – R14.2.

28 **F.** Upon request, a Term-Limited Temporary (TLT) Employee may exchange work

1 assignments with another Term-Limited Temporary (TLT) Employee of the same classification  
2 within a division. Assignment exchanges are subject to management’s approval.

3 **ARTICLE R27: MODIFICATION PROVISION AND SAVINGS CLAUSE**

4 ***SECTION R27.1 – MODIFICATION PROVISION***

5 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,  
6 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified  
7 as such, and signed by the Director of the King County Office of Labor Relations/designee and the  
8 UNION President/Business Representative/designee.

9 ***SECTION R27.2 – SAVINGS CLAUSE***

10 Should any provision of this AGREEMENT be rendered or declared invalid because of any  
11 existing or subsequent legislation or by any court decision, the remaining provisions of this  
12 AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt  
13 to renegotiate such invalidated provisions to comply with the law.

**EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES**

TITLE	8/01/2023 +7.17% COLA	11/01/2023 +6.00% COLA	11/01/2024 +2.00% -4.00% COLA
<b>Rail Section</b>			
Building Operations Engineer	\$50.31	\$53.33	
Electromechanic	\$50.31	\$53.33	
Electromechanic Trainee	\$40.24	\$42.66	
Facilities Custodian	\$30.15	\$31.96	
Facilities Mechanic	\$50.31	\$53.33	
Facilities Mechanic Lead	\$55.34	\$58.66	
Grounds Specialist	\$39.37	\$41.73	
Lead Rail Facilities Custodian	\$33.16	\$35.15	
Lead Electromechanic	\$55.34	\$58.66	
Lead Rail Service Worker	\$41.60	\$44.10	
Lead Rail Station Custodian	\$36.58	\$38.78	
Lead Ground Specialist	\$43.31	\$45.90	
Lead Maintenance Painter	\$51.24	\$54.31	
Lead Building Operating Engineer	\$55.34	\$58.66	
Lead Rail Maintenance Service Center Worker	\$47.64	\$50.49	
Lead Rail Maintenance Service Center Worker (\$2.00 above Lead MSC Worker)	\$49.64	\$52.49	
Maintenance Painter	\$46.58	\$49.37	
Maintenance Service Center Worker	\$40.60	\$43.04	
Maintenance Service Center Worker (\$2.00 above MSC Worker)	\$42.60	\$45.04	
Rail Laborer	\$36.78	\$38.99	
Rail Laborer Lead	\$40.46	\$42.89	
Rail Operator	\$40.68	\$43.12	
Rail Service Worker	\$37.82	\$40.09	
Rail Technical Trainer	\$54.79	\$58.08	
Signal Communications Technician	\$54.35	\$57.61	

	<b>TITLE</b>	<b>8/01/2023 +7.17% COLA</b>	<b>11/01/2023 +6.00% COLA</b>	<b>11/01/2024 +2.00%- 4.00% COLA</b>
1				
2	Signal Communications Technician Lead	\$59.78	\$63.37	
3	Station Custodian	\$33.25	\$35.25	
4	Track and ROW Maintainer	\$50.31	\$53.33	
5	Track and ROW Maintainer Lead	\$55.34	\$58.66	
6	Rail Supervisor	\$53.32	\$56.52	
7	Rail Supervisor (Operations Control Controller)	\$55.99	\$59.35	
8	<b>Streetcar Section</b>			
9	Streetcar Track and ROW Maintainer	\$50.31	\$53.33	
10	Streetcar Operator	\$40.68	\$43.12	
11	Streetcar Electromechanic	\$50.31	\$53.33	
12	Streetcar Operations and Maintenance Supervisor	\$55.99	\$59.35	
13	Streetcar Operations and Maintenance Sp Trainee	\$50.39	\$53.42	
14	Streetcar Rail Service Worker	\$37.82	\$40.09	
15	<b>Supported Employee Associate</b>			
16	Supported Employee Associate - 1	\$25.27	\$26.79	
17	Supported Employee Associate - 2	\$28.45	\$30.16	
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1 **EXHIBIT RB – STATE AND CITY RETIREMENT PLANS**

2 Questions regarding state or city retirement should be directed to King County’s Benefits  
3 Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers  
4 are as follows:

5  
6 Department of Retirement Systems  
7 Public Employees Retirement System  
8 P.O. Box 48380  
9 Olympia, WA 98504-8380  
10 (360) 664-7000  
11 (800) 547-6657  
12 www.drs.wa.gov

13  
14  
15  
16 City Retirement Office  
17 720 Third Avenue, Suite 900  
18 Seattle, WA 98104-1829  
19 (206) 386-1293  
20 www.seattle.gov/retirement