



King County

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 23, 2009

Ordinance 16413

Proposed No. 2009-0192.1

Sponsors Ferguson, Phillips, Patterson and
Constantine

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AN ORDINANCE approving and adopting the memorandum of agreement negotiated by and between King County and Amalgamated Transit Union, Local 587 (Transit - Rail (Portions of Exhibit D to the collective bargaining agreement)) representing employees in the department of transportation; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The memorandum of agreement negotiated between King County and Amalgamated Transit Union, Local 587 (Transit - Rail (Portions of Exhibit D to the collective bargaining agreement)) representing employees in the department of transportation and attached hereto is hereby approved and adopted by this reference made a part hereof.

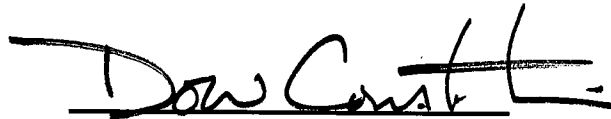
16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 November 1, 2007, through and including October 31, 2010.

18

Ordinance 16413 was introduced on 3/9/2009 and passed by the Metropolitan King
County Council on 3/23/2009, by the following vote:

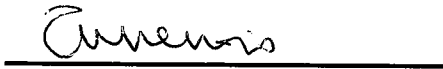
Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von
Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



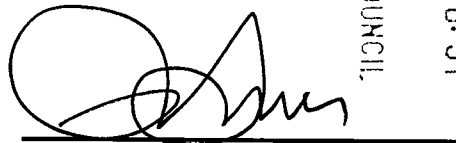
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 27 day of MARCH, 2009.



Ron Sims, County Executive

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KING COUNTY COUNCIL

- Attachments**
- A. Memorandum of Agreement By and Between King County--Representing Employees in the Department of Transportation and Amalgamated Transit Union, Local 587, B. Agreement Between Amalgamated Transit Union, Local 587 and King County--Index for Attachment to Memorandum of Agreement (Document Code 41OU0209)--Rail (Articles 18, 19, 20, 21 of Exhibit D)

16413

Attachment A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

REPRESENTING EMPLOYEES IN THE

DEPARTMENT OF TRANSPORTATION

AND

AMALGAMATED TRANSIT UNION, LOCAL 587

Subject: Implementation of new articles for Rail Labor Agreement, Exhibit D to the Collective Bargaining Agreement

Retroactively effective to November 1, 2007, the attached articles shall be added to the Rail Labor Agreement between the parties [410C0108_ Exhibit D] as Articles 18, 19, 20 and 21. Existing Articles 18 and 19 shall accordingly be renumbered as Article 22 and Article 23

APPROVED this 4th day of March, 2009.

By: Lunt Splet
for King County Executive

Amalgamated Transit Union, Local 587:

Lance Norton
Lance Norton
President/Business Agent

2-9-2009

1 AGREEMENT BETWEEN
 2 AMALGAMATED TRANSIT UNION, LOCAL 587
 3 AND
 4 KING COUNTY
 5 INDEX FOR ATTACHMENT TO MEMORANDUM OF AGREEMENT
 6 (DOCUMENT CODE 410U0209)
 7 RAIL (ARTICLES 18, 19, 20, 21 OF EXHIBIT D)

8	ARTICLE 18: RAIL OPERATORS.....		1
9	SECTION 1	DEFINITION OF EMPLOYEES	1
10	SECTION 2	FULL-TIME GUARANTEES	1
11	SECTION 3	GENERAL CONDITIONS	2
12	SECTION 4	RUNS.....	4
13	SECTION 5	RAIL OPERATOR PICKS	5
14	SECTION 6	MOVE-UPS.....	7
15	SECTION 7	SELECTING VACATIONS	8
16	SECTION 8	RAIL EXTRA BOARD.....	9
17	SECTION 9	REPORT OPERATORS.....	13
18	SECTION 10	OVERTIME.....	15
19	SECTION 11	SPECIAL ALLOWANCES	16
20	SECTION 12	UNIFORMS.....	18
21	ARTICLE 19: RAIL SUPERVISORS.....		20
22	SECTION 1	DEFINITION OF EMPLOYEES	20
23	SECTION 2	MUTUAL RESPONSIBILITIES	20
24	SECTION 3	APPOINTMENT OF PERMANENT RAIL SUPERVISORS	20
25	SECTION 4	RAIL SUPERVISOR-IN-TRAINING	21
26	SECTION 5	PICKS.....	21
27	SECTION 6	MOVE-UPS.....	23
28	SECTION 7	WORK ASSIGNMENTS.....	23
	SECTION 8	SPECIAL ALLOWANCES	26
	SECTION 9	OVERTIME.....	26
	SECTION 10	VACATION SELECTION.....	26
	SECTION 11	GENERAL AND SPECIAL BENEFITS	27

1	ARTICLE 20: RAIL VEHICLE MAINTENANCE EMPLOYEES	29
2	SECTION 1 DEFINITION OF EMPLOYEES.....	29
3	SECTION 2 GENERAL CONDITIONS.....	29
4	SECTION 3 WORK ASSIGNMENTS.....	29
5	SECTION 4 VOLUNTEER ASSIGNMENTS.....	30
6	SECTION 5 LEAD EMPLOYEES.....	30
7	SECTION 6 UPGRADE LEADS.....	31
8	SECTION 7 PICKS AND MOVE-UPS.....	32
9	SECTION 8 VACATION SELECTION.....	33
10	SECTION 9 OVERTIME.....	34
11	SECTION 10 SHIFT DIFFERENTIAL.....	35
12	SECTION 11 SPECIAL BENEFITS.....	36
13	SECTION 12 ATTENDANCE MANAGEMENT.....	37
14	SECTION 13 ELECTROMECHANIC TRAINING PROGRAM.....	39
15	SECTION 14 VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS.....	39
16	ARTICLE 21: WAY, POWER AND SIGNALS EMPLOYEES	40
17	SECTION 1 DEFINITION OF EMPLOYEES.....	40
18	SECTION 2 SUBCONTRACTING.....	40
19	SECTION 3 CAREER PATHS – PERMANENT APPOINTMENTS.....	40
20	SECTION 4 WORK ASSIGNMENTS.....	40
21	SECTION 5 UPGRADES.....	41
22	SECTION 6 DESIGNATED LEADS.....	42
23	SECTION 7 PICKS AND MOVE-UPS.....	42
24	SECTION 8 VACATION SELECTION.....	43
25	SECTION 9 OVERTIME.....	44
26	SECTION 10 SHIFT DIFFERENTIAL.....	45
27	SECTION 11 SPECIAL BENEFITS.....	46
28	SECTION 12 ATTENDANCE MANAGEMENT.....	47
	SECTION 13 FACILITIES TRAINING COMMITTEE.....	49
	SECTION 14 RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE.....	49

1 Rail Operator, unless otherwise specified in this AGREEMENT.

2 E. Weekday day base units are defined as the number of trains operating regularly
3 scheduled service at noon each weekday.

4 F. The Extra Board will be worked only by Rail Operators.

5 G. It shall not be a violation of this AGREEMENT for other RAIL certified
6 employees to operate in service in order to retain rail certification or in an emergency.

7 H. Any RAIL employee operating service in order to maintain rail certification will
8 be accompanied by a Rail Operator.

9 **SECTION 3 – GENERAL CONDITIONS**

10 A. Each Rail Operator may be required to sign in for his/her work. When a Rail
11 Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate Report
12 Operator to take the assignment.

13 B. The Rail Supervisor may use his/her judgment as to which Rail Operator to use in
14 an emergency; if no Rail Operator is available to work, other qualified employees may be used to
15 sustain service until a Rail Operator is located to perform the work.

16 C. Any Rail Operator not being relieved when arriving at the relief point will call the
17 Controller and inform him/her that no relief Operator is present. If the Operator does not wish to
18 continue working, he/she shall request to be relieved. RAIL must relieve the Operator within one and
19 one half hours.

20 D. An assignment shall be defined as any work or duties that the Employee is
21 required to perform, limited to those job duties that are enumerated in the job classification. "Other
22 duties as assigned" are limited to those job duties that are normally associated with the work of a Rail
23 Operator.

24 E. If a Rail Operator loses an RDO because of a change in schedule, he/she will be
25 given time off to compensate for such day. No Operator may have more RDOs in any pay period
26 than he/she would have received had no change of schedule been made.

27 F. The cutoff time for calling to be removed from the sick list, and for signing the AC
28 book for time off, is 10:00 a.m. Should a Rail Operator report sick after 10:00 a.m., he/she may

1 retain his/her following day's full assignment by calling off the sick list at least one hour prior to the
2 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

3 G. At each pick, a Rail Operator may indicate his/her preference regarding training
4 assignments. RAIL will attempt to accommodate a Rail Operator's preference when assigning
5 students; however, any Rail Operator may be given a training assignment if necessary. Rail trainees
6 shall drive during all training assignments unless RAIL or the instructing Operator determines that
7 safety would be jeopardized.

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

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

15 UNION.

16 When circumstances beyond the Operator's control result in less than five minutes layover in
17 the previous two hours, the Operator shall be entitled to a five-minute layover at the next outer
18 terminal, except on his/her last trip, provided the Operator attempts to notify the Controllers. RAIL
19 agrees to review routes or assignments identified by the UNION as having insufficient layover time.

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

25 J. When a Sunday schedule is operated on a holiday, a Rail Operator who has picked
26 a Sunday run and whose regular workday falls on the holiday will work his/her Sunday run. A
27 Regular Rail Operator on a regular workday without a Sunday run shall have the day off at holiday
28 pay.

1 K. Each day RAIL guarantees that for every 45 Rail Operators normally scheduled to
2 work on that day, rounded to the nearest 45, one Rail Operator from the AC book shall be excused
3 from his/her assignment. However, the guarantee shall be a minimum of one each day. If the
4 guarantee is one, and the Rail Operator holding that guaranteed spot is excused from his/her picked
5 overtime tripper only, then the next Rail Operator will also be guaranteed his/her AC request. These
6 guarantees shall not apply in the case of an extreme emergency.

7 L. Candidates for Rail Supervisor-in-Training positions shall be selected from Rail
8 Operators who have at least three years of, full-time bus and/or rail operating service, but no less than
9 one year of Rail operating experience. Effective two years after the commencement of Revenue
10 Service, Rail Operators with previous Bus-side experience shall be eligible for Bus-side SIT,
11 provided they satisfy the Bus-side SIT requirements.

12 M. After the Start-up Period, Rail Supervisor positions will be open to Bus
13 Supervisors and Rail Operators.

14 1. Rail Supervisor positions will be offered first to Bus Supervisors except that
15 every third vacancy may, at RAIL's discretion, be filled by a qualified Rail Operator.

16 2. If there is no qualified Bus Supervisor applicant for a vacant Rail
17 Supervisor position, RAIL may fill that position with a qualified Rail Operator.

18 N. The selection process for Rail Supervisors coming from Rail Operator positions
19 shall be based on an Employee's ability, training, education, experience, and job performance, as
20 determined by appropriate testing procedures and evaluation.

21 O. All assignments shall be completed within a maximum 14-hour spread. Such
22 spread will begin with the start time of the first assignment following at least ten continuous hours
23 off.

24 P. When a Rail Operator presents a valid medical restriction which prevents operation
25 of the equipment or in the facility of his/her assignment, RAIL will work with the UNION to find a
26 mutually agreeable alternate assignment for the remainder of the shake-up.

27 **SECTION 4 – RUNS**

28 A. There shall be two types of Rail Operator runs.

1 1. A straight run or "straight" will consist of straight-through work which is at
2 least seven hours including platform, report, travel time, and other duties as assigned.

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

9 B. A day run shall be defined as any run which is completed by 8:00 p.m.

10 C. A night run shall be defined as any run that is completed after 8:00 p.m.

11 D. At the discretion of RAIL, "frags", defined as assignments less than seven hours,
12 including platform, report, travel time, and other duties as assigned may be posted and selected at the
13 pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall
14 apply to frags.

15 E. The total number of straight-through day runs for the system on weekdays shall be
16 equivalent to at least 80% of the day base units on weekdays.

17 F. Straight-through day runs shall comprise at least 54% of all straight-through runs.

18 G. There shall be no combos on Saturday or Sunday.

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

22 I. Any Extra Board Rail Operator working a regularly scheduled run shall be paid the
23 regularly scheduled run pay.

24 J. In the event of a vacancy, runs and combos may be broken into trippers on the
25 same day in order to allow RAIL to fill all work.

26 **SECTION 5 – RAIL OPERATOR PICKS**

27 A. At pick, seniority for all Rail Operators shall prevail in the selection of runs,
28 reports and/or board positions, vacations, overtime trippers, and RDOs.

1 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
2 of 16 weeks and a maximum of 20 weeks, unless the UNION and RAIL mutually agree otherwise.
3 All established practices and procedures for the Rail Operator picks shall be observed through this
4 AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.

5 C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION
6 office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a
7 signed, certified Rail Operator seniority list three weeks prior to the first day of the pick.

8 D. A Rail Operator who wishes to select an assignment must select an assignment
9 according to the seniority list certified for the pick, unless the UNION and RAIL mutually agree
10 otherwise.

11 E. RAIL will determine the work and possible RDO combinations. Copies of all
12 assignment sheets showing the runs, reports, Extra Board positions, and available RDO combinations
13 will be posted in the pick room six days prior to the start of assignment selection. The UNION
14 agrees to staff the pick room on weekend days.

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

17 G. A Regular Rail Operator who has Sunday off may pick a vacant Sunday
18 assignment, by seniority, for work on any Sunday-schedule holiday. This selection will take place at
19 the base after the Rail Operator pick and after Report and vacation relief Rail Operators have made
20 their selections. If vacant Sunday assignments are still available, they may be offered for pick by
21 seniority to all Rail Operators at the base whose RDO falls on the holiday.

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

25 I. A Rail Operator who selects Regular or Report Operator status shall select five
26 consecutive workday assignments. Each Rail Operator's selections must be all runs or all reports and
27 must be exclusively day assignments or exclusively night assignments. If a Rail Operator selects
28 runs, there must be at least ten hours off between assignments on consecutive days. If a Rail

1 Operator selects reports, there must be at least ten hours off between assignments on consecutive
2 workdays in addition to the spread time. No Rail Operator will be forced to pick an assignment of
3 runs or reports which would result in less than 10-1/2 hours off between consecutive workday
4 assignments, or less than 56 hours off on his/her two consecutive RDOs.

5 J. Pick procedures will be jointly established by the UNION and RAIL.

6 K. UNION representatives shall be present during picks.

7 L. A Rail Operator, who fails to appear at his/her scheduled pick time and who does
8 not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected
9 for him/her by the UNION representative. The UNION representative shall make an effort to select
10 an assignment comparable to the assignment last selected at a pick. Selections made by the UNION
11 will not be subject to the grievance/arbitration procedure.

12 M. When a new operating base opens or an existing operating base closes and that
13 base has/had Operator assignments, a system-wide pick will occur.

14 N. Each Operator must pick a Regular, Report, or Extra Board assignment which is
15 compatible with any existing medical restrictions s/he has on file with METRO. Failure to do so will
16 result in forfeiture of the Operator's daily or assignment guarantee for each day on which the
17 Operator has picked an incompatible assignment, unless no work is available within the Operator's
18 restriction.

19 O. 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 Rail Operators working their regular workday will pick
24 their assignments by seniority. Regular Rail 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 Rail
26 Operators scheduled to work that day.

27 **SECTION 6 – MOVE-UPS**

28 A. If regular or report assignments become vacant, less senior Rail Operators at the

1 base may request a move-up. A Rail Operator who moves up must pick the entire assignment of the
2 Rail Operator who vacated the run or report. If a Regular Rail Operator moves up to a report
3 assignment, such Rail Operator will be placed at the bottom of the day board. An Extra Board Rail
4 Operator who moves up to a report assignment will remain on his/her picked board position. If new
5 Day Extra Board RDO combinations or board positions become available, Day Extra Board Rail
6 Operators at the base who could not have picked these RDO combinations or board positions may
7 request a move-up; such move-up will be limited to the Extra Board Rail Operators. Operator move-
8 ups will be conducted only when they can be implemented at least 28 days prior to a shake-up.

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

12 **SECTION 7 – SELECTING VACATIONS**

13 A. Vacations may be split into periods of one or more full weeks. If a Rail
14 Employee's vacation is not evenly divisible into full weeks, the odd number of days may be taken as
15 a block in one period.

16 B. Operators may pick only one prime time vacation per year. RAIL shall determine
17 the number of vacations offered in each period. Each year, RAIL shall furnish the UNION with a list
18 of vacation periods.

19 C. The UNION shall determine the prime periods for the following year and inform
20 RAIL of their determination in writing in advance of the first day of the fall pick of the current year.

21 D. Future pick and shake-up dates occurring during the vacation periods that Rail
22 Operators can select at the current pick shall be posted in the pick room by RAIL.

23 E. After a vacation relief has been assigned to a Rail Extra Board Operator, there
24 shall be no changes in vacation unless agreed upon by the Rail Operator who is assigned the vacation
25 relief.

26 F. A Rail Operator may, with RAIL approval, change his/her vacation to a period
27 which he/she did not have the seniority to pick provided the available period(s) are posted at least one
28 week in advance.

1 **SECTION 8 – RAIL EXTRA BOARD**

2 A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those
3 assignments left open, to fill any special work, and to fill overtime assignments according to the
4 overtime assignment process. Board positions shall be open for selection at the pick by all Rail
5 Operators by seniority. Operators may select any available position on either Extra Board.

6 B. During a shake-up, any newly hired Rail Operators shall be placed at the bottom of
7 the Day Board. Selection of position shall be by seniority.

8 C. All work assigned to an Extra Board Operator as part of his/her regular workday
9 assignment will be within a spread of 13 hours unless voluntarily waived by the Operator or in the
10 case of an extreme emergency.

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

15 E. The Extra Boards shall be assigned according to the following rules:

16 1. All available work will be sorted into two categories as follows:

17 a. Category A shall include:

- 18 1) Straight-through day runs which quit at 8:00 p.m. or earlier.
19 2) Day reports which have a quit time of 10:00 p.m. or earlier
20 as determined by a 13-hour spread.
21 3) Combos which quit at 8:00 p.m. or earlier.
22 4) Tripper combinations which quit at 8:00 p.m. or earlier.
23 5) Tripper and report combinations which have a latest quit
24 time of 8:00 p.m. or earlier as determined by a 13-hour spread.
25 6) Special work which has an estimated quit time of 8:00 p.m.
26 or earlier.

27 b. Category B shall include:

- 28 1) Runs which quit later than 8:00 p.m.

1 2) Reports which have a quit time later than 10:00 p.m., as
2 determined by a 13-hour spread.

3 3) Combos or other combinations of work which quit later than
4 8:00 p.m.

5 4) Special work which has an estimated quit time of later than
6 8:00 p.m.

7 2. Category B assignments shall be assigned first, beginning with the Night
8 Board, from the bottom of the board, according to quit time, latest quit time assigned first.

9 a. If there are more available Operators on the Night Board than
10 assignments in Category B, then the remaining Night Board Operators shall be assigned Category A
11 work with the latest start time assigned first.

12 b. If there are fewer available Operators on the Night Board than
13 available assignments in Category B, then remaining Category B assignments shall be assigned to the
14 Day Board, latest quit first, from the bottom up.

15 3. Category A work shall be assigned next to the Day Board, from the top of
16 the board down, according to quit time, with the earliest quit assigned first.

17 4. Quit time of special work shall be estimated by RAIL for the purpose of
18 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
19 time.

20 5. If two or more Operator assignments within the same category quit at the
21 same time, they shall be assigned as follows:

22 a. A run will be assigned before a report.

23 b. An assignment with more pay will be assigned before an assignment
24 with less pay.

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

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

1 6. If the number of Extra Board Operators available for work on a regular
2 workday is greater than the number of available runs, reports and special work which fits the
3 definition of a run, then tripper combinations may be inserted in the assignment sequence according
4 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
5 under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than
6 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
7 minutes or less will be paid straight-through. Rail Operators may be required to perform duties
8 within the Rail Operator job description during paid splits.

9 7. If the number of Extra Board Operators available for work on a regular
10 workday is less than the number of available runs, reports and special work which fits the definition
11 of a run, runs may be taken out of the assignment sequence and assigned according to the overtime
12 provisions. The runs to be removed from the assignment sequence will be combos, late day runs with
13 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
14 p.m., in that order.

15 8. All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be
16 assigned to Extra Board Operators, who are qualified and available, as a regular assignment. Any
17 remaining work will be assigned according to the overtime assignment sequence.

18 9. On holidays, an Operator left without an assignment shall receive the day
19 off at holiday pay. All Operators who request the holiday off via the AC book will be excused before
20 any Operator is forced to take the day off.

21 10. Any Extra Board Operator who receives an assignment out of sequence,
22 except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-time pay,
23 except in case of extreme emergency. Any Operator who receives an overtime assignment out of
24 sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
25 assignment he/she should have had or the assignment he/she received, whichever is greater.

26 11. The following provisions shall apply to Extra Board Operators who choose
27 vacation reliefs:

28 a. Extra Board Operators, except Report Operators, may request to

1 work the runs or reports of Operators who are on vacation, sick leave, industrial injury, disability
2 leave, or unpaid leave of absence of one week or more. Vacant runs or reports may be picked as
3 vacation reliefs until they are filled by a move-up. An Operator will be allowed to pick vacation
4 reliefs only on assignments that have the same RDOs as the Operator. Operators will pick this work
5 by seniority.

6 b. For a Sunday-schedule holiday, all Extra Board Operators who
7 regularly work that day, and who are working vacation reliefs which have no Sunday assignment,
8 shall pick from all vacant Sunday assignments available after Report Operators have picked.

9 c. When a vacation relief assignment ends, the Extra Board Operator
10 shall revert to his/her regular picked position on the Extra Board without any penalty to RAIL. This
11 Operator then becomes eligible for the next available vacation relief, or remainder of an unpicked
12 vacation relief, according to seniority.

13 d. Extra Board overtime policies remain unchanged.

14 e. An Extra Board Operator picking a vacation assignment must work
15 the entire vacation assignment, not including any picked RDO overtime, except as provided in
16 Paragraph c.

17 12. If an Extra Board Operator's normal sequence assignment conflicts with
18 his/her partial absence or non-driving assignment, then such Operator will be given an assignment
19 which is not a straight-through run and which has a quit time within one hour of his/her normal
20 sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such
21 Operator.

22 F. No Operator's RDO shall be cancelled or changed without the consent of the
23 Operator, except in extreme emergency. Each Extra Board Operator shall have a minimum of 56
24 hours off for his/her two consecutive RDOs.

25 G. Any Extra Board Operator may request to add or remove a guarantee of 10-1/2
26 hours off between consecutive days' assignments, provided this is requested in writing at the pick, or
27 prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board Operator requesting the
28 10-1/2 hours off between consecutive days' assignments and who would not receive 10-1/2 hours off

1 in the normal assignment sequence will fall out of the normal assignment sequence, and will receive
2 the first available assignment after his/her 10-1/2 hours off.

3 H. An Extra Board Operator who, for any reason, does not receive his/her requested
4 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the completion of the
5 day's assignment. An Operator electing to pass up will report to the base after his/her 10-1/2 hours
6 off, unless notified to report later.

7 **SECTION 9 – REPORT OPERATORS**

8 A. Report times will be posted and selected at the Operator pick.

9 B. Operators shall pick reports according to the open pick system.

10 C. Report Operators will be available for a spread of 13 hours and must accept all
11 work according to Report Operator work rules set forth in this AGREEMENT.

12 D. For a Sunday-schedule holiday, a Report Operator having a Sunday report and
13 who regularly works on that day will work his/her Sunday report. A Report Operator on his/her
14 regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by
15 seniority, or to revert to his/her position on the Extra Board for assignment.

16 E. RAIL may adjust picked report times by a maximum of 30 minutes when a change
17 is needed. RAIL shall give five days notice to an Operator whose report will be affected. When
18 changes adversely affect an Operator's personal life or impose serious hardship in reporting to work,
19 the Operator may request that the Operations Superintendent and the UNION review the matter.

20 F. An Operator may voluntarily waive his/her 13-hour spread. An Operator may not
21 waive the ten continuous hours off. The maximum spread will be 14 hours. A Report Operator who
22 waives his/her 13-hour spread must still be available for his/her regular shift the next day.

23 G. Except as otherwise provided in this AGREEMENT, all time served on report
24 shall be paid. Any Operator required to report shall receive a minimum of two and one-half hours
25 pay. However, an Operator serving on report shall be considered on report, regardless of assignment,
26 until released. Two and one-half hours shall be paid when released from report and assigned work
27 starting more than two and one-half hours after reporting. At the completion of an assignment, an
28 Operator may be released or assigned to further duties. If report time and tripper time are

1 consecutive, report time will be used to make up the tripper guarantee. Report time will stop at the
2 beginning of pay time.

3 H. At the beginning of each shake-up, RAIL shall define the number of report
4 positions and the report time of each position. Additional report assignments may be added at the
5 discretion of RAIL, provided that any assigned or picked report shall not share the same report time.
6 If RAIL determines that it is necessary to continue these additional report times for the remainder of
7 the shake-up, they will be subject to a move-up.

8 I. The Operator with the earliest first report time gets the first piece of work that is or
9 becomes available within his/her 13-hour spread, except in cases of emergency. If the assignment is
10 less than eight hours work time, the Operator may be assigned additional work within the terms of
11 this AGREEMENT. When assignments have the same quit time, the rules of Section 8, Paragraph
12 E.5 also apply to Operators on report. Operators on late report follow the last Report Operator and
13 the last Operator on pass-up.

14 J. At the discretion of the Dispatcher, assignments that become available for Report
15 Operators may be broken up if necessary to keep service in operation.

16 K. Work available at the time a Report Operator is released from an a.m. assignment
17 may be assigned at that time for the remainder of the day at the discretion of the Dispatcher.

18 L. An Operator required to serve on report on a Saturday, Sunday or Sunday-schedule
19 holiday, shall serve continuous report until given work or released for the day.

20 M. Should an Operator who has picked a regular report, and another Operator who
21 has a non-regular report share the same initial report time, the Operator who must be off earliest will
22 be first up. If both Operators must be off at the same time, the Operator with the regular report will
23 have first right of refusal for the assignment. Should two or more Extra Board Operators have the
24 same initial report time, the most senior Operator will have first right of refusal on an available
25 assignment.

26 N. No Report Operator will be required to work prior to report time.

27 O. A Report Operator with a partial absence or non-driving work assignment that is
28 within his/her 13-hour spread will be removed from his/her report and given an assignment that starts

1 no earlier than the start time of his/her report assignment and has a scheduled quit time within his/her
2 normal spread or within 13 hours of his/her non-driving work assignment, whichever is earlier.

3 RAIL will attempt to maximize straight-time paid work hours for such Operator.

4 **SECTION 10 – OVERTIME**

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

9 B. Any Operator working a regular run on his/her RDO shall be paid for eight hours
10 at the overtime rate or for actual overtime hours worked, whichever is greater. An Operator who
11 works two separate and complete runs on the same day will be paid such guarantee for each run. An
12 Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed a
13 minimum for the day of two hours and forty minutes pay at the overtime rate.

14 C. All runs shall be assigned and every available Operator shall have work before any
15 overtime assignment is made.

16 D. If overtime is available it shall be assigned by seniority with the greatest pay time
17 first, according to the following Operator sequence.

- 18 1. Extra Board Operators on regular workday, within spread.
- 19 2. Extra Board Operators and Report Operators on an RDO.
- 20 3. Regular Operators on regular workday.
- 21 4. Regular Operators on an RDO.
- 22 5. Extra Board Operators on regular workday voluntarily exceeding their
23 spread time, except as provided in Section 3, Paragraph O.
- 24 6. Extra Board Operators on regular workday and Report Operators who have
25 reverted to their positions on the Extra Board, forced in inverse order of seniority.

26 E. No Operator shall be required to work on his/her RDO. No Regular Operator shall
27 be assigned overtime work unless he/she volunteers for such work.

28 F. If no Rail Operator is available to work, other qualified Employees may be used to

1 sustain service until a Rail Operator is located to perform the work. If no other qualified Employee is
2 available to work, other qualified employees may be used to sustain service until a qualified
3 Employee is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper case
4 "Employee" denotes ATU Local 587 members and lower case "employee" denotes other employees.)

5 G. Any Operator volunteering for overtime shall be required to work the overtime
6 assigned.

7 H. An Extra Board Operator may request to add or remove overtime availability for
8 regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. Operators
9 who remove overtime availability may be assigned overtime only in accordance with Paragraph D.6.
10 [check cross references]

11 I. A Regular Operator may request to be added to or removed from the overtime list
12 by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective
13 Saturday.

14 J. RAIL may post overtime trippers for pick:

15 1. A Regular Operator may select one overtime tripper per day, including
16 his/her RDO. An Extra Board Operator may select one overtime tripper for each RDO.

17 2. If all posted trippers are not picked, the balance shall be offered for pick to
18 all Rail Operators by Rail Operator seniority. A Rail Operator may pick a second tripper per day at
19 this time. A Rail Extra Board Operator may not pick a tripper on his/her regular day to work. Any
20 remaining trippers shall be assigned according to the work rules.

21 3. An Operator who has picked an overtime tripper will be assigned that
22 tripper on the day(s) picked unless excused.

23 **SECTION 11 – SPECIAL ALLOWANCES**

24 A. Twenty minutes report time shall be paid for pre-departure check-out. However,
25 this provision does not apply to mainline reliefs.

26 B. Thirty minutes straight-time pay shall be paid for the first report of each accident.
27 If an Operator is required to fill out a report by the State of Washington or a local police department
28 in addition to his/her regular accident report, an additional 30 minutes straight-time pay shall be paid

1 for filling out that report of the accident. If the Safety Officer approves the first accident report and
2 the Operator is called in to fill out an additional report other than those for the State of Washington or
3 local police departments, an additional 30 minutes straight-time pay shall be paid for filling out each
4 additional report. Forty-five minutes straight-time pay shall be paid for the first report of each
5 accident involving a collision with another vehicle in which both vehicles are moving or in any
6 collision with a pedestrian.

7 C. The following straight-time premiums shall be paid only when these reports cannot
8 be completed during platform hours. To be paid, an Operator must submit complete and accurate
9 reports:

- 10 1. Incident reports, except those involving Operator assaults – 10 minutes.
- 11 2. Incident reports involving Operator assaults – 20 minutes.
- 12 3. Vandalism reports – 5 minutes.
- 13 4. Found tags – 5 minutes.
- 14 5. Operator Request slips – 5 minutes.
- 15 6. Safety reports, when requested by a supervisor – 5 minutes.
- 16 7. Service reports, when requested by a supervisor – 5 minutes.

17 D. A Rail Operator who is not on report shall be paid a minimum of one hour straight-
18 time pay for a train change.

19 E. One hour straight-time pay shall be paid to a Rail Operator for each day spent
20 instructing a student.

21 F. If an Operator is working an overtime assignment, and the overtime rate applies,
22 he/she will be paid at the overtime rate or receive a minimum of two hours and thirty minutes of
23 straight time pay, whichever is greater.

24 G. The minimum time paid for extra assignments for Rail Operators shall be the
25 equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).

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

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

5 J. Mainline relief travel time shall be paid at the applicable rate based upon the
6 maximum time required for travel from the base to a relief point during the applicable period of the
7 day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility
8 relief shack.

9 K. An Operator who is relieved on the road and is directed by RAIL to return to the
10 base to submit an accident or incident report or a found item will be paid travel time at the applicable
11 rate.

12 **SECTION 12 – UNIFORMS**

13 A. "Qualification" refers to qualification as a Rail Operator.

14 B. Rail Operators hired prior to Revenue Service: Rail Operators hired prior to the
15 start of Revenue Service shall receive their initial allotment of uniforms prior to Revenue Service.
16 For the first year after the start of Revenue Service, Rail Operators shall receive a pro-rated uniform
17 allowance on their first anniversary of Rail qualification. Thereafter, these Rail Operators shall
18 receive their uniform allowances on their anniversary dates.

19 C. Upon completion of training and after qualification, a newly hired Operator shall
20 be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter, the
21 uniform allowance shall be available annually on the Operator's anniversary date.

22 D. A uniform allowance of twelve times the top step Rail Operator wage rate on
23 January 1 of each year shall be available annually on each Operator's qualification date. The uniform
24 allowance may be used only to purchase authorized uniform items. An Operator who does not pick
25 an assignment and who is not required to be in uniform will have his/her uniform allowance for the
26 following year reduced by one-third of the annual allowance for each shake-up on such status.

27 E. Uniform allowance balances may be carried over if unused. An Operator's
28 accrued allowance may not exceed 25 times the top step Rail Operator wage rate that will be in effect

1 on January 1st immediately following the effective date of this AGREEMENT.

2 F. Operators are required to be in uniform while on duty. When uniform garments
3 are not available, an out of uniform slip will be given to the Operator by the Supervisor before the
4 Operator goes on duty. Uniforms shall be worn only to and from work and while on duty.

5 G. Footwear designated by METRO may be purchased with the uniform allowance.
6 Footwear must meet the current standards of uniform footwear for Rail Operators.

7 H. All uniform items will be union made, unless mutually agreed between METRO
8 and the UNION.

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1 **ARTICLE 19: RAIL SUPERVISORS**

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

3 A. A Rail Supervisor shall mean a person employed by RAIL on a regular full-time
4 continuing basis who may perform the job duties of, including but not limited to:

- 5 • Dispatcher
- 6 • Operations controller
- 7 • Field supervisor
- 8 • Rail instructor

9 B. A Rail Supervisor in Training (RSIT) shall mean an Employee who is training to
10 become a Rail Supervisor.

11 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

12 The management and direction of the work force, which includes, but is not limited to,
13 assigning work, clarifying all job specifications with regard to duties and setting performance
14 standards with input from Rail Supervisors, is vested exclusively in RAIL, limited only by the stated
15 conditions in this Article. Items not specifically addressed in this Article but covered in the general
16 Articles of this AGREEMENT shall also apply to Rail Supervisors. No changes in existing rights or
17 related conditions shall be made without first negotiating with the UNION.

18 ***SECTION 3 – APPOINTMENT OF PERMANENT RAIL SUPERVISORS***

19 A. After the Start-up Period, Rail Supervisors positions will be open to Bus
20 Supervisors and Rail Operators.

21 1. Rail Supervisor positions will be offered first to Bus Supervisors except that
22 every third vacancy may, at RAIL'S discretion, be filled by a qualified Rail Operator.

23 2. If there is no qualified Bus Supervisor applicant for a vacant Rail
24 Supervisor position, RAIL may fill that position with a qualified Rail Operator.

25 B. As needed, RAIL will create a list of Bus First Line Supervisors who successfully
26 apply for Rail Supervisor. The selection process for Rail Supervisors coming from Bus First-Line
27 Supervisor positions shall be based on an Employee's record review of attendance record, miss
28 record, driving record to include accidents, and discipline record. RAIL will offer Rail Supervisor

1 positions to candidates on this list by First Line Supervisor seniority. Supervisors on the list must
2 meet the hiring criteria at the time they are offered a position as a Rail Supervisor. An Employee
3 who does not meet the qualification requirements at the time of appointment, or who declines an
4 offer, will be removed from the list; such Employee may reapply during a subsequent recruitment.
5 The list will remain in effect until exhausted.

6 C. The selection process for Rail Supervisors coming from Rail Operators positions
7 shall be based on an Employee's ability, training, education, experience, and job performance, as
8 determined by appropriate testing procedures and evaluation. Candidates for Rail Supervisor-in-
9 Training positions shall be selected from Rail Operators who have at least three years of full-time bus
10 and/or rail operating service but not less than one year of Rail Operator Service. Effective two years
11 after the commencement of Revenue Service, Rail Operators with previous Bus-side experience shall
12 be eligible for Bus-side SIT, provided they satisfy the Bus-side SIT requirements.

13 D. Rail Supervisors will be hired only when RAIL decides to fill a vacant position. A
14 Rail Supervisor may not be bumped out of Rail Supervision by a Bus First-Line Supervisor.

15 **SECTION 4 – RAIL SUPERVISOR-IN-TRAINING**

16 RAIL and the UNION agree to develop a program in which Rail Operators will be trained to
17 become Rail Supervisors. The parties agree to reopen negotiations to create a Rail Supervisor in
18 Training program no later than October 31, 2010.

19 **SECTION 5 – PICKS**

20 A. In the spring and fall of each year, when a facility opens or closes, or when
21 mutually agreed to by RAIL and the UNION, all shifts required in the job classification of Rail
22 Supervisor will be posted for a general pick. Copies of shifts to be picked will be posted at all work
23 sites 14 days prior to the pick. RAIL also will issue each RAIL Supervisor and the UNION a copy of
24 this information. After the posting, there will be a review period in which changes may be made by
25 RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the
26 UNION and RAIL. Implementation of the spring pick will occur between April 1 and April 15 and
27 implementation of the fall pick will occur between October 1 and October 15. The two general picks
28 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general

1 pick.

2 B. Rail Supervisor shifts will be classified as regular and relief. Employees will be
3 permitted to select shifts and vacations in accordance with individual seniority. All shifts will be
4 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by RAIL
5 and the UNION.

6 C. A Rail Supervisor who will not be available to pick must leave, with the UNION,
7 his/her choices of shifts in order of preference. Failure to do so will result in the UNION
8 representative making every effort to select a shift comparable to the assignment last selected at a
9 pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An
10 Employee shall not be compensated for time spent in the pick unless it is during his/her regular
11 working hours.

12 D. A UNION representative shall certify the pick.

13 E. After two picks, the parties shall meet and confer to assess this Section of this
14 AGREEMENT, at which time either party may open negotiations on the pick system established
15 within this Section.

16 F. All Rail 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 Rail
18 Supervisor(s) and the UNION.

19 G. At each pick, Supervisors may volunteer in writing to work overtime.

20 H. In order for a Rail Supervisor to pick, the Rail Supervisor must have a valid CDL
21 with required endorsement and medical certification or waiver at the time of the pick. Licenses and
22 endorsements will be checked at the pick.

23 I. All regular shifts shall have at least ten hours off between consecutive day's shifts.
24 Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere
25 in this AGREEMENT. Should either party be adversely affected by this Paragraph, RAIL and the
26 UNION agree to meet and negotiate necessary changes.

27 J. Any deviation to shift schedules for holidays will be posted at pick.

28 K. Pick will be governed by the provision of this Section and by guidelines mutually

1 developed and agreed to by the UNION and RAIL.

2 **SECTION 6 – MOVE-UPS**

3 A. When a vacancy occurs during a shake-up in any Rail Supervisor position, a
4 seniority move-up will be held within 14 days if RAIL elects to fill the vacant shift. Remaining
5 vacant shifts may be offered in seniority order to fully qualified RSITs.

6 B. Move-ups may not be requested within eight weeks of the effective date of a
7 shake-up.

8 **SECTION 7 – WORK ASSIGNMENTS**

9 A. During the Start-Up Period, RDO and work assignments will be assigned to Rail
10 Supervisors by RAIL. However, RAIL will give preference of shifts and two consecutive RDO's
11 based on Supervisor seniority and based on the eight or ten hour daily guarantee.

12 B. After the Start-Up Period, Rail Supervisors will pick shifts by Supervisor seniority
13 order at two shake ups per year.

14 C. The Rail Supervisor job classification, except for Rail Supervisor-in-Training,
15 shall have regular shifts and relief shifts. All shifts will be available for pick according to the pick
16 guidelines.

17 D. All shifts for Rail Supervisors shall be completed within a continuous eight or ten
18 hour period.

19 E. Regular shifts shall consist of five consecutive days of work (or four days if it is a
20 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively.
21 Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive
22 RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit
23 supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the
24 UNION.

25 F. The duties of Dispatcher, Field Supervisor, and Operations Controller will, to the
26 extent feasible be given shift hours to be divided in approximately equal amounts between the posted
27 shifts.

28 G. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-

1 hour guarantee each workday. RDOs and shifts for Relief Rail Supervisors shall be posted by Friday
2 of the week before each pay period ends for each pay period. There will be two consecutive RDOs
3 (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief Rail
4 Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or
5 vice versa. RDOs will not be changed or cancelled without the consent of the affected Rail
6 Supervisor, except in an emergency. The RDOs for Relief Rail Supervisors may change each pay
7 period as a result of the availability of assignments.

8 H. Prior to the end of each pay period, each Relief Rail Supervisor will pick his/her
9 assignment for the next pay period from the known available assignments and available RDOs, by
10 seniority. Assignments with four or five days of the same shift available in one pay week (Saturday
11 through Friday) must be picked in their entirety with their RDOs. Each pay week will be picked
12 separately. Assignments selected the first week will not affect selections in the second week, except
13 where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.

14 I. If there are not enough work assignments for all Relief Rail Supervisors to choose
15 from, extra assignments may be created. RAIL may change a Relief Rail Supervisor's extra
16 assignment by up to four hours, provided the change is made at least twelve hours before the start
17 time of the Rail Supervisor's extra assignment, except as provided in Paragraph J. In an emergency,
18 or with the Relief Rail Supervisor's consent, a Relief Rail Supervisor's extra assignment may be
19 changed by more than four hours and with less than twelve hours notice. Relief Rail Supervisors
20 who have picked extra assignments must check in between twelve and eight hours prior to the
21 scheduled start of the extra assignment to find out if there is a change.

22 J. All Rail Supervisors shall have at least 54 hours scheduled off for their two
23 consecutive RDOs.

24 K. RAIL will determine the number of relief shifts, but the number of relief shifts will
25 not exceed one-third of the total of all shifts or three, whichever is greater.

26 L. RAIL agrees to assign all special project assignments by giving equal
27 consideration to the Rail Supervisor's education, ability and experience as it applies to each
28 assignment. Special project assignments will be posted for regular Rail Supervisors to apply for and

1 selection shall be based on the above criteria if the special project assignment is to exist for 30 days
2 or more. If the special project assignment is in excess of 90 days, the special project assignment will
3 be rotated among those Rail Supervisors who applied and who meet the above criteria, provided the
4 rotation does not result in project delay. METRO also recognizes the need for ongoing optional
5 training programs which will allow Rail Supervisors to become better qualified for their present work
6 assignments or for advancement.

7 M. Except where modified by historical practice, agreement or mutual understanding,
8 any work that has been historically or traditionally performed only by Rail Supervisors will not be
9 performed by any other Employee or individual.

10 N. When a shift remains unfilled within one hour of the start time of the shift and
11 RAIL determines that the shift cannot be cancelled, a Rail Supervisor working a different shift with
12 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
13 hours worked by the Rail Supervisor cannot be changed more than 30 minutes except by mutual
14 agreement. When determining which Rail Supervisor will fill the shift, RAIL will consider seniority,
15 Rail Supervisor qualification, business requirements and the Rail Supervisor's desire to change work
16 assignments.

17 O. To meet service needs, Rail Supervisors may be assigned to other duties within
18 their job classification. Any wage differential included in a shift will be maintained if a Rail
19 Supervisor is assigned other duties during his/her shift.

20 P. RAIL will determine the staffing needs for each special event day. When RAIL has
21 determined which shifts will be required to work, Rail Supervisors will be offered the special event
22 assignment in seniority order, first to Rail Supervisors that are scheduled to work that day as part of
23 their regular work assignments. If, after offering the special event assignment to Rail Supervisors by
24 seniority who are regularly scheduled to work that day, there are more assignments available, they
25 will then be offered to Rail Supervisors on their RDO until assignments are filled. Should no Rail
26 Supervisor accept the special event assignments, they may be assigned by inverse seniority to Rail
27 Supervisors who are scheduled to work that day as part of their regular assignment. Special event
28 assignments shall be posted at the pick. Other special event service that is not posted at the pick shall

1 be made available through the assignment/overtime process.

2 **SECTION 8 – SPECIAL ALLOWANCES**

3 A. Rail Supervisors will be paid 5% premium above the Rail Supervisor wage for all
4 time paid when assigned as an Operations Controller.

5 B. A Rail Supervisor shall receive two hours straight-time pay for each shift during
6 which he/she instructs a new or nonqualified Rail Supervisor (RSIT) or a Rail Supervisor who
7 requires a refresher or retraining for which RAIL requires a written evaluation. This pay will be
8 contingent on the completion of an evaluation of the trainee's performance.

9 **SECTION 9 – OVERTIME**

10 A. All hours worked in excess of a Rail Supervisor's daily guarantee on a regular
11 workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
12 pay for actual hours worked.

13 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
14 pay of four hours. No Rail Supervisor will be required to work on his/her RDO except in an extreme
15 emergency. Should no Rail Supervisor accept an overtime assignment, it may be assigned by inverse
16 seniority to Rail Supervisors who are scheduled to work that day as part of their regular assignment.

17 C. All overtime will be assigned according to guidelines mutually developed and
18 agreed to by RAIL and the UNION.

19 D. Posted special event assignments will be available for pick by Rail Supervisors.
20 These assignments will be known as future overtime and will be credited to the Rail Supervisor in
21 advance and combined with overtime hours actually worked.

22 **SECTION 10 – VACATION SELECTION**

23 The selection of vacation will follow those guidelines set for vacation selection and accrual in
24 Article 9 with the following exceptions:

25 A. At the spring pick, Rail Supervisors will select vacations in increments of no less
26 than five days, in order of seniority. After all first choices are filled by seniority, second, third, fourth
27 and fifth choices will be selected in that order by seniority. Appropriately accrued vacation will be
28 used in the selection of these periods.

- 1 B. Rail Supervisors will pick vacations by Supervisor seniority order once per year.
- 2 C. The number of Supervisors allowed on vacation during the same period shall be at
- 3 least one.
- 4 D. A Rail Supervisor may use his/her current vacation accrual in single-day
- 5 increments with the approval of his/her immediate supervisor.

6 **SECTION 11 – GENERAL AND SPECIAL BENEFITS**

- 7 A. Upon the approval of RAIL, at least one Rail Supervisor per day shall be allowed
- 8 to use a personal holiday.
- 9 B. Annually, on the fourth Monday in January, a uniform allowance payable by
- 10 voucher of twelve times the top step of the Rail Supervisor wage rate on January 1 of each year shall
- 11 be available for each Rail Supervisor. The maximum uniform allowance balance, which may be
- 12 carried over into the next year is \$500. The uniform voucher may be used only to purchase
- 13 authorized uniform items. When a Rail Supervisor needs to replace his/her all-weather parka or
- 14 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
- 15 above allowances, a Rail Supervisor may be reimbursed once each calendar year for one pair of
- 16 personal work shoes costing up to an amount of six times the top step of the Base Dispatcher/Planner
- 17 wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for
- 18 Rail Supervisors.
- 19 C. All necessary foul weather gear will be provided by RAIL.
- 20 D. Rail Supervisors will receive hands-on orientation on all Rail equipment within 90
- 21 days of its use in service. Those Rail Supervisors who are directly involved in the operation/service
- 22 of the special equipment will receive orientation or training on such equipment.
- 23 E. It is RAIL's responsibility that all Supervisors will be trained and certification kept
- 24 current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary resuscitation by
- 25 an accredited instructor. Training will be paid at the applicable rate of pay.
- 26 F. Rail Supervisors selected by the UNION will participate in the Light Rail Labor-
- 27 Management Relations Committee as needed.
- 28 G. RAIL will develop a complete written description of the duties and responsibilities

1 of each shift, to be made available following the commencement of revenue service and no later than
2 October 31, 2010.

3 H. RAIL will determine the number of Rail Supervisors allowed to have time off
4 through AC book procedures and will accommodate Rail Supervisor requests consistent with daily
5 staffing requirements. Requests for AC days may not be entered into the AC book more than one
6 calendar month in advance of the day(s) off desired.

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1 **ARTICLE 20: RAIL VEHICLE MAINTENANCE EMPLOYEES**

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

3 Rail Vehicle Maintenance Employees shall mean all Employees in the following job
4 classifications:

- 5 • Electromechanic
- 6 • Rail Service Worker
- 7 • Maintenance Service Center Worker

8 ***SECTION 2 – GENERAL CONDITIONS***

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

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

13 ***SECTION 3 – WORK ASSIGNMENTS***

14 A. The workweek shall consist of five consecutive days, except when an Employee's
15 pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each
16 regular workday. Each shift will be completed within a continuous eight and one-half hour period,
17 and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees
18 who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in
19 Article 13.

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

21 C. Employees may be detailed for training until fully qualified. The training time will
22 be determined by the UNION and RAIL.

23 D. Assignment of specific duties on any shift shall be at the discretion of RAIL.

24 E. For the purposes of the pick and subsequent work assignments, the graveyard shift
25 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
26 swing shift shall be considered the third.

27 F. Should it become necessary to alter a shift during a shake-up and such alteration
28 imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or

1 request for accommodation which requires an alteration in the start or quit times of a shift, such
2 Employee may request that RAIL consider their request. RAIL will then contact the UNION to
3 review the matter. Should a personnel dispute occur, either party can submit the dispute to the King
4 County Alternative Dispute Resolution program.

5 G. For holiday work assignments, RAIL will determine the staffing needs for each
6 shift. When RAIL has determined which classifications will be required to work, Employees in those
7 classifications will be offered the holiday assignment in seniority order, first to Employees that are
8 scheduled to work that day as part of their regular work assignment. If after offering the holiday
9 assignment to Employees by seniority who are regularly scheduled to work that day and there are
10 more assignments available, it will then be offered to Employees on their RDO until assignments are
11 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
12 Employees that are scheduled to work that day as part of their regular work assignment.

13 **SECTION 4 – VOLUNTEER ASSIGNMENTS**

14 A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority
15 order with a volunteer.

16 B. A volunteer assigned to a different work shift will continue to receive the shift
17 differential, if any, associated with his/her picked shift or the shift differential associated with the
18 shift to which the volunteer is assigned, whichever is greater.

19 **SECTION 5 – LEAD EMPLOYEES**

20 A. If a permanent Lead program is developed, the provisions of this Section shall
21 apply, unless otherwise negotiated.

22 B. When a permanent vacancy occurs within a Lead classification, the position will
23 be filled by a recruitment. Applicants must be current Employees in the classification being led and
24 must have, as of the last day applications are accepted, a minimum of two years experience in that
25 classification at RAIL.

26 C. Lead Employees shall be selected on the basis of ability, training, education,
27 experience, and job performance as determined by appropriate testing procedures and/or evaluations
28 which will be developed with input from the Leads and the UNION.

1 D. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10%
2 differential above the top step of the existing wage rate and any shift differential of the classification
3 for which he/she serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus
4 shift differential, plus 10%.

5 E. Lead workers have the responsibility of coordinating the work of the Employees to
6 whom they are assigned to provide lead direction. Lead workers assign job tasks and direct
7 Employees' efforts to ensure that work gets done effectively while treating all Employees with
8 respect and in a fair and consistent manner. A Vehicle Maintenance Lead will be considered a
9 working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work
10 of the classification he/she is leading.

11 F. No Lead Employee will discipline other Employees or perform formal Employee
12 evaluations.

13 G. For Overtime and Holiday work assignments: When performing the regular work
14 of the classification that he/she is leading, the Lead of that specific classification will be offered the
15 assignment (by base, by shift, by seniority) only after Employees in that classification have been
16 asked first.

17 **SECTION 6 – UPGRADE LEADS**

18 A. RAIL may upgrade employees to Lead status at its discretion.

19 B. Upgrade Lead Employees shall be selected on the basis of ability, training,
20 education, experience, and job performance as determined by appropriate testing procedures and/or
21 evaluations which will be developed with input from the UNION.

22 C. Each Upgrade Lead Employee in the Rail Vehicle Maintenance Division shall
23 receive a 10% differential above the top step of the existing wage rate and any shift differential of the
24 classification for which he/she serves as an Upgrade Lead. Lead pay shall be calculated as follows:
25 regular hourly rate, plus shift differential, plus 10%.

26 D. Upgrade Lead workers have the responsibility of coordinating the work of the
27 Employees to whom they are assigned to provide lead direction. Upgrade Lead workers assign job
28 tasks and direct Employees' efforts to ensure that work gets done effectively while treating all

1 Employees with respect and in a fair and consistent manner. A Rail Vehicle Maintenance Upgrade
2 Lead will be considered a working Lead. In addition to his/her Lead duties, an Upgrade Lead shall
3 continue to perform the regular work of the classification he/she is leading.

4 E. No Upgrade Lead Employee will discipline other Employees or perform formal
5 Employee evaluations.

6 **SECTION 7 – PICKS AND MOVE-UPS**

7 A. Consistent with Rail Operator picks, three times each year, when a facility opens
8 or closes, or when RAIL schedules a system-wide pick, the number of Employees required on each
9 shift shall be posted.

10 B. At the pick, each Employee listed in Section 1 will be permitted to select, by
11 classification seniority, his/her shift (when applicable), and his/her two consecutive RDOs. Specific
12 duties within a classification also may be picked to the extent specified by RAIL on the pick sheets.
13 Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board Officers
14 for Vehicle Maintenance and the President/Business Representative/designee to discuss and identify
15 any ongoing or planned special projects that may be appropriate for posting on the pick sheets.

16 1. If a permanent Lead program is developed, all permanent Lead Employees
17 shall pick once annually prior to the first pick of the year for other Rail Vehicle Maintenance
18 Employees.

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

23 D. RAIL will make arrangements for each Employee to be available to report to an
24 appropriate pick location at least ten minutes ahead of her/his pick time to examine available work
25 assignments. An Employee shall be compensated for the time spent in the selection process when it
26 is during her/his work hours.

27 E. UNION representatives for Vehicle Maintenance will be present and facilitate the
28 pick.

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

8 G. When RAIL determines that an Employee will be unavailable for work for an
9 entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from
10 Vehicle Maintenance will be notified prior to the pick process. If such Employee returns to work
11 during a shake-up, he/she may return to his/her previous picked position, if such still exists, or to a
12 position as close as possible to the assignment he/she was working previously. RAIL and the
13 Employee may mutually agree to a different assignment, and the UNION will be notified.

14 H. If a vacant position is to be filled or a new position is created, Employees in that
15 classification will have a move-up if requested by the UNION.

16 ***SECTION 8 – VACATION SELECTION***

17 A. Vacations will be picked by classification once each year no later than March 15th.

18 B. The number of Employees allowed to take vacation shall be 10% of the Employees
19 in that classification, rounded to the nearest whole number. However, the number of Employees in
20 each job classification allowed on vacation shall not be less than two Electromechanics, 1 MSC
21 Worker, and 1 Rail Service Worker.

22 C. Vacation may be selected in blocks of one or more full weeks. The selection of
23 vacations by Vehicle Maintenance Employees shall be extended over the entire calendar year. An
24 Employee who takes his/her vacation in two or more blocks shall select the second block of his/her
25 vacation after all Employees in his/her classification have made their first selection; his/her third
26 selection after all Employees in his/her classification have made their second selection; etc., until all
27 blocks of the vacation have been selected. Picked vacation blocks will begin or end with the
28 Employees' RDO.

1 D. A Rail Vehicle Maintenance Employee may use vacation or accumulated time in
2 increments of one or more hours, provided he/she has available vacation or accumulated time and
3 subject to advance approval by his/her supervisor.

4 **SECTION 9 – OVERTIME**

5 A. All hours worked in excess of eight in the scheduled workday or work on an
6 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
7 time rate of pay for the classification for actual overtime hours worked.

8 B. An overtime assignment of four hours or less will be offered by seniority to
9 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
10 be accomplished and/or performed.

11 C. Overtime assignments of more than four hours will be offered to a job
12 classification by seniority to qualified Employees, including Employees on their RDO.

13 D. An overtime assignment of eight hours will first be offered to a job classification,
14 by seniority to qualified Employees who are on their RDO before it is split and offered in smaller
15 pieces.

16 E. Should no Employee accept the overtime assignment, it may be assigned by
17 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
18 may be assigned to the next least senior Employee.

19 F. An Employee who is scheduled for paid time off and who is interested in working
20 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
21 supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to these RDO's
22 also require this notice. For overtime assignment, he/she will be considered in seniority order in
23 accordance with Paragraphs C and D.

24 G. Overtime on any shift shall be computed at the rate paid for the Employee's
25 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
26 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
27 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
28 shift overtime rate of pay.

1 H. In the case of an extreme emergency, RAIL can assign overtime work to any
2 qualified Employee. An Employee who works overtime during an extreme emergency shall be
3 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
4 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
5 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

6 I. A RAIL Vehicle Maintenance Employee, who has gone home after his/her regular
7 shift and who is called back to work and reports for work, will be guaranteed at least four hours pay
8 at the overtime rate.

9 J. A RAIL Vehicle Maintenance Employee called in before his/her regularly
10 scheduled report time and in conjunction with his/her regular shift will be paid for actual hours
11 worked.

12 K. The following governs Electromechanics-in-Training overtime and holiday work
13 assignments. When performing the regular work of the classification of Electromechanic, an
14 Electromechanic-in-Training will be offered a work assignment (by seniority) only after
15 Electromechanics and Lead Electromechanics in that classification have been asked first.
16 Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the
17 Electromechanic classification for overtime or holidays work assignments.

18 **SECTION 10 – SHIFT DIFFERENTIAL**

19 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate.
20 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
21 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

22

23 Classification	Swing Shift (percentage above hourly 24 base wage rate)	Graveyard Shift (percentage above hourly 25 base wage rate)
26 Electromechanic	2.40%	3.19%
27 Rail Service Worker	2.95%	3.93%
28 Maintenance Service Center Worker	2.75%	3.66%

1 **SECTION 11 – SPECIAL BENEFITS**

2 A. A tool allowance shall be provided annually, by separate check, not later than
3 March of each year, to Employees permanently assigned as of January 1st the same year to the
4 classification of Electromechanic. No Employee may collect more than one tool allowance in a year.
5 The amounts shall be as follows:

6

7 Year	8 Allowance
9 2008	10 \$779
11 2009	12 \$802
13 2010	14 \$826

15

16 RAIL agrees to provide those tools necessary to perform all mechanical work assigned to
17 Vehicle Maintenance Employees who are not provided the annual tool allowance. Employees who
18 receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under
19 its tool contracts, in accordance with procedures established by RAIL. Tools purchased under
20 RAIL's tool contracts are for an Employee's use during regular work hours and are not to be
21 purchased for an Employee's personal use. Tools purchased or replaced using the tool
22 allowance/discount shall be the personal property of the Employee.

23 B. RAIL shall provide tool insurance to those Employees who receive an annual tool
24 allowance. Coverage will be in the amount of \$20,000. Except at the discretion of RAIL, no claim
25 shall be honored without evidence of forcible entry, unless a police report has been filed. Each
26 Employee shall have on file with his/her supervisor an up-to-date inventory of tools designating the
27 type, size and manufacturer. RAIL shall have the right to inspect the inventory of tools. However,
28 an Employee shall be allowed three days after the inspection to locate any tools which he/she claims
are missing.

 C. Each Rail Vehicle Maintenance Employee, shall receive his/her choice of coveralls
or a clean uniform (pants and shirt) daily.

 D. Any Employee who is required to work in inclement weather or hazardous areas

1 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
2 to, a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
3 Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of
4 boots and cushioned inserts identified on the RAIL voucher at time of purchase). The maximum
5 RAIL contribution paid by such voucher shall be \$200 per Employee as provided in Paragraph E.

6 E. RAIL shall provide and maintain necessary safety clothing, uniforms and
7 equipment. Replacement items will be issued only if the original item is turned in and judged to be in
8 need of replacement.

9 F. When an Employee is informed during his/her regular shift that overtime in excess
10 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
11 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
12 30-minute unpaid meal period, upon request, or a 15-minute paid break.

13 G. Except where modified by historical practice, agreement, or mutual understanding,
14 duties traditionally performed by the Employees in the job classifications listed in Section 1, will be
15 performed only by Employees working in those classifications.

16 H. Rail Vehicle Maintenance Employees may use the ten minutes prior to the end of
17 their workday for personal clean-up.

18 I. When upgraded to a higher paid classification, an Employee shall be paid at the
19 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
20 upgraded Employee shall be paid more than the top step of the classification to which he/she has been
21 upgraded.

22 J. RAIL will endeavor to provide a secure area at each work location for UNION
23 related materials accessible to all UNION representatives at that location.

24 **SECTION 12 – ATTENDANCE MANAGEMENT**

25 A. RAIL and the UNION recognize that Rail Vehicle Maintenance duties and
26 functions are time critical and that Employees have the responsibility and obligation to be at work on
27 time each day. Rail Vehicle Maintenance Employees will be subject to the following terms, which
28 supersede any conflicting provisions elsewhere in the AGREEMENT.

1 B. Rail Vehicle Maintenance will monitor and record attendance using the terms of
2 late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to
3 Employees that call one-half hour before his/her shift to request unscheduled leave and then are
4 requested to come to work, provided they report to work in a reasonable time. An Employee can use
5 AC time or vacation time to make up lost time.

6 C. A late occurrence (one-tenth to two hours) shall be managed and recorded as
7 follows:

- 8 1. An Employee may complete any time left on his/her shift.
- 9 2. An Employee may work a full eight hours even though this work would
10 continue into the next shift.
- 11 3. An Employee may not use AC time or vacation to make up lost time.
- 12 4. An Employee will be paid for actual hours worked at his/her scheduled rate
13 of pay.
- 14 5. A late occurrence shall not create an overtime opportunity for the late
15 Employee. No grievances will be filed by other Employees claiming overtime infringements should
16 an Employee elect to work his/her full shift and the time worked extends into another shift.
- 17 6. Late occurrences will be recorded in a 180-day rolling time frame as

18 follows:

19 1st through 5th occurrence – Employee and supervisor initial the
20 attendance card.

21 6th occurrence – One-day suspension without pay.

22 7th occurrence – Discharge, treated as a major infraction as defined in
23 Article 4.

24 D. Unexcused absences (over two hours) shall be managed and recorded as follows:

- 25 1. An Employee may complete his/her shift only.
- 26 2. An Employee may not use AC time or vacation to supplement their regular
27 shift pay.
- 28 3. Such Employee is not eligible for overtime that day.

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4. Unexcused absences will be recorded in a twelve-month rolling time frame

as follows:

1st and 2nd occurrence – Employee and supervisor initial the

attendance card.

3rd occurrence – One-day suspension without pay.

4th occurrence – Discharge, treated as a major infraction as defined in

Article 4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five working days of the occurrence.

G. RAIL and the UNION agree to review this Section on an annual basis.

SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM

A. After the conclusion of the Start-Up Period, RAIL will create a training program for Bus-Side Employees to be trained for Electromechanic vacancies. Bus-Side Vehicle Maintenance Employees, after successfully passing an appropriate aptitude test, will be placed on the training eligibility list based on Vehicle Maintenance seniority. If an insufficient number of Vehicle Maintenance employees apply, then other UNION Employees shall be considered.

B. After the Start-Up Period, if an insufficient number of qualified internal candidates apply for a vacant Electromechanic position, METRO may conduct an external recruitment.

SECTION 14 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS

Employees will participate in the Light Rail Labor-Management Relations Committee.

1 **ARTICLE 21: WAY, POWER AND SIGNALS EMPLOYEES**

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

3 Way, Power and Signals Employees shall mean all Employees in the following job
4 classifications, and their respective lead positions where applicable:

- 5 • Signal and Communications Technician
- 6 • Track and Right of Way Maintainer
- 7 • Facilities Custodian
- 8 • Station Custodian
- 9 • Facilities Mechanic
- 10 • Rail Laborer

11 ***SECTION 2 – SUBCONTRACTING***

12 A. RAIL shall not subcontract work historically performed by members of the
13 Bargaining Unit; however, the UNION understands that the scope of work performed by RAIL
14 employees is determined by Sound Transit.

15 ***SECTION 3 – CAREER PATHS – PERMANENT APPOINTMENTS***

16 A. Vacancies in the Station Custodian classification shall be filled by qualified
17 Facilities Custodian applicants by seniority.

18 B. If no internal applicants are qualified for the promotional opportunity, RAIL shall
19 use an open and competitive hiring process.

20 ***SECTION 4 – WORK ASSIGNMENTS***

21 A. The workweek shall consist of five consecutive days, except when an Employee's
22 pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular
23 workday. Each shift will be completed within a continuous eight and one-half hour period and will
24 include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who
25 pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions
26 in Article 13.

27 B. If it becomes necessary to alter a shift, and such alteration imposes a serious
28 hardship on the Employee, such Employee may request that RAIL and the UNION review the matter.

1 C. For the purposes of the pick and subsequent work assignments, the graveyard shift
2 shall be considered the first shift of the workday, the day shift the second, and the swing shift the
3 third.

4 D. For holiday work assignments, RAIL will determine the staffing needs for each
5 shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.

6 E. Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

7 **SECTION 5 – UPGRADES**

8 A. The provisions of Article 14, Section 3, Paragraph A, shall not apply to Way,
9 Power and Signals Employees. Instead, all assigned work in a higher paid classification will be paid
10 at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid
11 classification in excess of four hours will be paid at the higher rate of pay for the entire shift.
12 Overtime will be paid at the overtime rate for the higher paid classification.

13 B. Upgrades will be based on qualifications, as determined by RAIL.

14 C. Seniority will determine which Employee is upgraded among equally qualified
15 Employees.

16 D. An Employee who declines a temporary upgrade opportunity may not displace the
17 Employee who accepted it, regardless of seniority.

18 E. Training opportunities for upgrade qualification will be offered on a rotating basis
19 using a sign up sheet established by seniority.

20 F. An Employee upgraded to a regular Lead position shall receive 10% above the top
21 step of the wage rate of the classification for which he/she serves as a Lead.

22 1. If RAIL determines that a Lead position will be needed for a project or crew
23 which has three or more Employees and/or will last for more than 90 days, and/or when justified by
24 the additional responsibilities and coordination, RAIL will assign a regular journey-level Lead
25 instead of a designated Lead.

26 2. Employees upgraded to a regular Lead position will be selected from
27 Employees on the project or crew who have completed probation.

28 3. Each regular Lead will be considered a working Lead. In addition to his/her

1 Lead duties, a regular Lead shall continue to perform his/her assigned duties.

2 4. No regular Lead will discipline other Employees.

3 **SECTION 6 – DESIGNATED LEADS**

4 A. Each designated Lead in the Way, Power and Signals sections shall receive a 10%
5 differential above his/her existing wage rate for his/her classification.

6 B. A designated Lead will be assigned by the immediate supervisor or chief at the
7 discretion of RAIL.

8 C. Effective one year after the commencement of Revenue Service, any Employee
9 who trains a newly hired Employee will receive designated Lead pay. Lead pay for training shall be
10 assigned at the discretion of RAIL.

11 D. Assigned lead work will be paid at the higher rate of pay for actual time worked up
12 to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for
13 the entire shift.

14 E. A designated Lead will be considered a working Lead. In addition to his/her
15 designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.

16 F. No designated Lead will discipline other Employees.

17 **SECTION 7 – PICKS AND MOVE-UPS**

18 A. Once Revenue Service commences, two picks shall be held annually for Way,
19 Power and Signals Employees to be effective on the start of the closest pay period to March 15 and
20 September 15. When a facility opens or closes, a system-wide pick will occur for those job
21 classifications affected.

22 B. Employees may select by classification seniority their shift and two consecutive
23 RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on
24 the pick sheets.

25 C. Upon the commencement of Revenue Service, the once-yearly vacation pick will
26 be held. Thereafter, the once-yearly vacation pick shall occur during the spring pick.

27 D. All Employees listed in Section 1 may select by classification seniority their shift
28 (when applicable) and two consecutive RDOs. Specific duties within a classification may also be

1 picked to the extent specified by RAIL on the pick sheets.

2 E. Copies of the proposed pick schedule and shifts will be posted for review no later
3 than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than
4 five days prior to the pick. The effective date of the shake-up will be approximately two weeks after
5 the pick.

6 F. An Employee who is unable to attend the pick may leave an absentee pick form
7 with the UNION indicating his/her work preferences. Failure to do so will result in the UNION
8 representative picking an assignment for the Employee. The UNION representative shall make an
9 effort to select an assignment comparable to the assignment most recently worked. Selections made
10 by the UNION will not be subject to the grievance/arbitration procedure.

11 G. When RAIL determines that an Employee will be unavailable for work for an
12 entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of
13 the pick process.

14 **SECTION 8 – VACATION SELECTION**

15 A. RAIL will determine the number of Employees who may be on vacation at any one
16 time in each job classification and shall indicate same on a list at the worksite.

17 B. At the first pick of the calendar year, each Way, Power and Signals Employee,
18 may select a maximum of five separate blocks of vacation, each consisting of one or more
19 consecutive workdays. No more than five vacation blocks may be used in any calendar year.
20 Vacation selections shall be made by seniority within a job classification. An Employee who takes
21 his/her vacation in two or more blocks shall select the second block of his/her vacation after all
22 Employees in his/her classification have made their first selection; his/her third selection after all
23 Employees in his/her classification have made their second, etc. RAIL shall post a calendar with all
24 approved vacation selections indicated. Vacation changes shall not be allowed except in
25 emergencies, as determined by RAIL.

26 After the vacation pick, any other vacation requests will be honored on a first come, first
27 served basis.

28 C. An Employee who does not select vacation at the first pick of the year must

1 request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise
2 approved by management.

3 D. An Employee who has not filed a vacation request according to the above
4 Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

5 E. On September 15 of each year, RAIL will notify each Employee who has a
6 vacation balance which exceeds the allowable carry-over per Article 9, Section 4. Such Employee
7 must use the amount of vacation which exceeds the allowable carry-over before the end of the year.

8 F. An Employee who desires to use unpicked vacation may use up to three days per
9 year in single-day increments with the prior approval of his/her supervisor. An Employee may use
10 vacation leave in one-hour increments with the approval of his/her supervisor.

11 G. Management will acknowledge and endeavor to respond to a written request for
12 any vacation or leave within seven days of receipt.

13 **SECTION 9 – OVERTIME**

14 A. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the
15 scheduled workday, except as provided in Article 13, and on an Employee's RDO shall be paid at the
16 overtime rate of one and one-half times the existing straight-time rate of pay for the classification for
17 actual overtime hours worked.

18 B. When unscheduled overtime is requested to complete a special task, the overtime
19 will first be offered to the Employee within the classification responsible for the work. A special task
20 shall be defined as:

- 21 1. non-ordinary circumstances in which the work cannot wait to be completed; or
22 2. work deemed unreasonable to have anyone but the existing Employee
23 performing the work be the one to complete the special task.

24 C. An Employee who wishes to receive planned or scheduled overtime shall sign, or
25 request to be put on, an overtime list posted on a weekly basis. Each overtime list will be posted on
26 Monday and pulled at noon on Thursday. An Employee who is not on the overtime list will not be
27 eligible for the planned and scheduled overtime, except in the case of an emergency or if overtime
28 must be assigned in inverse order of seniority. RAIL will not call an Employee who is on an

1 authorized leave for overtime, unless it is an extreme emergency.

2 1. Overtime will be assigned to Employees on the list, first by shift, then by
3 seniority within a classification provided the Employee is qualified and reasonably available.

4 2. If the overtime is not filled from the list, it may be offered, by seniority, to
5 Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade
6 and available on site to do the work.

7 3. If the overtime has not been filled after all of the procedures outlined in
8 Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected
9 job classification. If the least senior Employee is not qualified or reasonably available, the overtime
10 will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may
11 assign overtime to any qualified Employee.

12 D. A Way, Power and Signals Employee, who has gone home after his/her regular
13 shift, and who is called back to work and reports for work, will be guaranteed four hours of pay at the
14 overtime rate. If a Way, Power and Signals Employee can correct the situation without having to
15 report to the worksite, they will be guaranteed two hours of pay at the overtime rate.

16 E. A Way, Power and Signals Employee called in before his/her scheduled report
17 time and in conjunction with his/her regular shift will not be sent home early to avoid overtime
18 payment and will not be required to work beyond a spread of twelve hours. An Employee desiring to
19 go home early may request permission from his/her supervisor.

20 F. Overtime on any shift shall be computed at the rate paid for the Employee's
21 regularly scheduled shift. Overtime on day shift extending into swing shift will be paid at the
22 overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift
23 will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending
24 into the day shift will be paid at the overtime rate with graveyard shift differential.

25 **SECTION 10 – SHIFT DIFFERENTIAL**

26 Shift differentials shall be paid as a percentage above an Employee's hourly base wage rate.
27 Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift
28 with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

Classification	Swing Shift (percentage above hourly base wage rate)	Graveyard Shift (percentage above hourly base wage rate)
Signal and Communications Technician	2.21%	2.94%
Track and Right of Way Maintainer	2.40%	3.19%
Facilities Custodian	3.70%	4.93%
Station Custodian	3.36%	4.47%
Facilities Mechanic	2.40%	3.19%
Rail Laborer	3.04%	4.05%

SECTION 11 – SPECIAL BENEFITS

RAIL will provide any and all tools necessary to perform all assigned mechanical work to Way, Power and Signals Employees.

A. Each Way, Power and Signals Employee shall receive eleven uniforms and shall wear a uniform during all work hours.

B. Each Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, a rainset, hat and boots.

C. RAIL shall provide and maintain necessary safety clothing, uniforms and equipment. Each Employee who is required by RAIL to wear a particular type of footgear shall be entitled to a RAIL voucher to be applied toward purchases of such footgear. The maximum RAIL contribution paid by such voucher shall be \$180 per Employee. A replacement item will be issued only if the original item is turned in and judged to be in need of replacement.

D. When an Employee works two or more hours of overtime in conjunction with his/her regular shift, RAIL will provide, upon request, an unpaid 30-minute meal period.

E. RAIL shall reimburse each Employee for the cost of any license(s) required in

1 relation to his/her job classification or job duties, excluding the cost of the state-issued drivers
2 license.

3 **SECTION 12 – ATTENDANCE MANAGEMENT**

4 A. RAIL and the UNION recognize that Way, Power and Signals duties and functions
5 are critical and that Employees have the responsibility and obligation to be at work on time each day.
6 Way, Power and Signals Employees will be subject to the following terms, which supersede any
7 conflicting provisions elsewhere in the AGREEMENT.

8 B. Way, Power and Signals will monitor and record attendance using the terms of late
9 occurrence and unexcused absence.

10 C. A late occurrence:

11 1. of up to one hour shall be managed and recorded as follows:

12 a. An Employee may complete any time left on his/her shift.

13 b. An Employee may work a full eight or ten hours even though this
14 work would continue into the next shift.

15 c. An Employee may not use AC time or vacation to make up lost
16 time.

17 d. An Employee will be paid for actual hours worked at his/her
18 scheduled rate of pay.

19 e. A late occurrence shall not create an overtime opportunity for the
20 late Employee. No grievances will be filed by other Employees claiming overtime infringements
21 should an Employee elect to work his/her full shift and the time worked extends into another shift.

22 2. of between one and two hours shall be managed and recorded as follows:

23 a. An Employee may complete any time left on his/her shift only.

24 b. An Employee may not use AC time or vacation to make up lost
25 time.

26 c. An Employee will be paid for hours worked at his/her scheduled rate
27 of pay.

28 3. Late occurrences will be recorded in a 180 day rolling time frame as

1 follows:

2 a. 1st through 5th occurrence – Employee and chief initial the time
3 sheet/late report card.

4 b. 6th occurrence – one day suspension without pay.

5 c. 7th occurrence – discharge, treated as a major infraction as defined
6 in Article 4.

7 D. Unexcused absences (over two hours) shall be managed and recorded as follows:

8 1. An Employee may complete his/her 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 receive Oral Reminder; chief will
15 initial the late report card.

16 b. 2nd occurrence – Employee will receive Written Reminder; chief
17 will initial the late report card.

18 c. 3rd occurrence – One day suspension without pay.

19 d. 4th occurrence – Discharge, treated as a major infraction as defined
20 in Article 4.

21 E. An occurrence which results in a second one day suspension within 180 days of the
22 occurrence that resulted in the first suspension shall result in discharge.

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 working days of the occurrence. An Employee that
26 has a late occurrence or unexcused absence that has been removed from the attendance management
27 record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost
28 time.

1 G. RAIL and the UNION agree to review this Section on an annual basis.

2 **SECTION 13 – FACILITIES TRAINING COMMITTEE**

3 METRO and the UNION will develop training programs in selected trade classifications
4 during the second year of Revenue Service. METRO and the UNION will jointly determine the
5 implementation of the programs. The programs will recognize that workforce diversity is valued and
6 encouraged.

7 **SECTION 14 – RAIL LABOR-MANAGEMENT RELATIONS COMMITTEE**

8 Way, Power and Signals Employees will participate in the Rail Labor-Management Relations
9 Committee.

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