

EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY
RAIL LABOR AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PARTIES TO THE AGREEMENT 1

PREAMBLE 1

DEFINITIONS..... 2

CONVENTIONS 3

ARTICLE 1: UNION/MANAGEMENT RELATIONS 5

SECTION 1 SOLE BARGAINING AGENT 5

SECTION 2 UNION MEMBERSHIP 5

SECTION 3 LIST OF NEW OR TERMINATING EMPLOYEES 6

SECTION 4 UNION INSIGNIA 6

SECTION 5 MANAGEMENT RIGHTS 6

SECTION 6 UNION BULLETIN BOARDS 6

SECTION 7 LABOR-MANAGEMENT RELATIONS COMMITTEE 7

SECTION 8 JOINT SAFETY COMMITTEE 7

SECTION 9 JOINT SECURITY STEERING COMMITTEE 7

SECTION 10 COMMITTEE SELECTIONS 7

SECTION 11 PRINTING OF THE AGREEMENT 7

ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY 8

SECTION 1 MERIT SYSTEM 8

SECTION 2 NONDISCRIMINATION 8

ARTICLE 3: GENERAL CONDITIONS..... 9

SECTION 1 TECHNOLOGICAL CHANGE 9

SECTION 2 LOST AND FOUND ITEMS 9

SECTION 3 PAYROLL DEDUCTIONS 9

SECTION 4 RESTROOMS AND FIRST AID FACILITIES 9

SECTION 5 CONTRIBUTIONS AND SOLICITATIONS 10

SECTION 6 DEFECTIVE EQUIPMENT 10

SECTION 7 LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES 10

SECTION 8 SERVICE LETTER 11

SECTION 9 METHOD OF NOTIFICATION 11

SECTION 10 SUBCONTRACTING 11

SECTION 11 VENDING MACHINE PROCEEDS 11

SECTION 12 PROBATIONARY PERIOD 11

SECTION 13 DETAILS AND TEMPORARY ASSIGNMENTS 13

SECTION 14 VACATION AND AC DONATION 13

ARTICLE 4: DISCIPLINE..... 15

SECTION 1 GENERAL 15

1	SECTION 2	TYPES OF DISCIPLINE	15
	SECTION 3	TYPES OF MAJOR AND SERIOUS INFRACTIONS	16
2	SECTION 4	DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS	17
	SECTION 5	REMOVING INFRACTIONS.....	17
3	SECTION 6	MISSES	17
	SECTION 7	MISSES – RAIL OPERATORS.....	17
4	SECTION 8	MISSES – EMPLOYEES OTHER THAN RAIL OPERATORS, RAIL VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES.....	18
5			
6	SECTION 9	PROBATIONARY EMPLOYEES.....	18
7	SECTION 10	CLAIMS OF UNJUST SUSPENSION OR DISCHARGE.....	18
	SECTION 11	WRONGFULLY SUSPENDED OR DISCHARGED	18
8	SECTION 12	REOPENER ON DISCIPLINE	18
	ARTICLE 5: GRIEVANCE AND ARBITRATION		20
9	SECTION 1	GRIEVANCE PROCEDURE	20
	SECTION 2	ARBITRATION PROCEDURE.....	22
10	SECTION 3	MEDICAL ARBITRATION	24
	SECTION 4	EXPEDITED ARBITRATION	25
11	ARTICLE 6: SENIORITY.....		27
12	SECTION 1	CALCULATING SENIORITY	27
	SECTION 2	PROMOTION, TRANSFER, DEMOTION, AND LAYOFF	27
13	SECTION 3	DETAILS/SPECIAL PROJECTS	28
	SECTION 4	SENIORITY LISTS.....	28
14	SECTION 5	RAIL SENIORITY	28
	SECTION 6	COMMITMENT TO RAIL.....	30
15	ARTICLE 7: LAYOFF AND RECALL		34
16	SECTION 1	REASON FOR LAYOFF	34
17	SECTION 2	METHOD OF REDUCTION	34
	SECTION 3	RECALLING LAID-OFF EMPLOYEES	34
18	ARTICLE 8: HOLIDAY.....		36
19	SECTION 1	VEHICLE MAINTENANCE, AND WAY/POWER & SIGNAL	36
	SECTION 2	RAIL OPERATORS AND RAIL SUPERVISORS	36
20	SECTION 3	DAYS OF OBSERVANCE.....	36
	SECTION 4	PERSONAL HOLIDAY.....	37
21	SECTION 5	SHIFT DIFFERENTIAL	37
	SECTION 6	ELIGIBILITY	37
22	ARTICLE 9: VACATION		38
23	SECTION 1	VACATION ENTITLEMENT.....	38
	SECTION 2	SCHEDULING VACATIONS.....	39
24	SECTION 3	SELECTION OF VACATIONS.....	40
	SECTION 4	VACATION CARRY OVER.....	40
25	SECTION 5	VACATION CASH OUT.....	41
	SECTION 6	VACATION PAY UPON EMPLOYEE TERMINATION.....	41
26	SECTION 7	VACATION AFTER MILITARY LEAVE OF ABSENCE	41
	SECTION 8	VACATION – UNION BUSINESS LEAVE.....	41
27			
28			

1	ARTICLE 10: LEAVES OF ABSENCE.....	42
	SECTION 1 GENERAL.....	42
2	SECTION 2 BEREAVEMENT LEAVE	42
	SECTION 3 UNION BUSINESS.....	42
3	SECTION 4 JURY DUTY.....	43
	SECTION 5 MILITARY LEAVE.....	44
4	SECTION 6 MATERNITY/PATERNITY LEAVE.....	44
	SECTION 7 FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT	45
5	SECTION 8 KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT	45
	SECTION 9 LEAVE USAGE.....	46
6	SECTION 10 CONCURRENT RUNNING OF LEAVE.....	47
	SECTION 11 WITNESS LEAVE.....	47
7		
8	ARTICLE 11: SICK LEAVE.....	48
	SECTION 1 PROCEDURES	48
9	SECTION 2 ACCRUAL OF SICK LEAVE	50
	SECTION 3 PAYMENT OF SICK LEAVE.....	50
10	SECTION 4 USE OF AC TIME	51
	SECTION 5 RESERVE SICK LEAVE	51
11	SECTION 6 SICK LEAVE DONATIONS	52
12		
	ARTICLE 12: BENEFITS	53
13	SECTION 1 MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY BENEFITS.....	53
14	SECTION 2 MEDICAL BENEFITS – RETIREES	53
15	SECTION 3 SHORT-TERM DISABILITY.....	54
	SECTION 4 ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT.....	54
16	SECTION 5 PERSONAL PROPERTY LOSS BENEFIT	54
	SECTION 6 TRANSIT PASS.....	55
17	SECTION 7 WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE.....	55
	SECTION 8 LEGAL DEFENSE.....	57
18	SECTION 9 COMMERCIAL DRIVERS LICENSE.....	57
	SECTION 10 GENERAL CONDITIONS	57
19	SECTION 11 ACCUMULATED TIME.....	58
20	SECTION 12 RETIREMENT ACKNOWLEDGMENT	59
21		
	ARTICLE 13: FOUR/FORTY (4/40) ASSIGNMENTS.....	60
22	SECTION 1 DEFINITION OF FOUR/FORTY (4/40) EMPLOYEES.....	60
	SECTION 2 REGULAR DAYS OFF	60
23	SECTION 3 HOLIDAYS	60
	SECTION 4 PERSONAL HOLIDAY.....	60
24	SECTION 5 VACATION AND AC TIME.....	60
	SECTION 6 BEREAVEMENT LEAVE	60
25	SECTION 7 JURY DUTY/MILITARY LEAVE.....	61
	SECTION 8 SICK LEAVE	61
26	SECTION 9 DISABILITY	61
	SECTION 10 OVERTIME.....	61
27	SECTION 11 SHIFT CHANGE NOTIFICATION.....	61
28		

1	ARTICLE 14: RATES OF PAY	62
	SECTION 1 WAGE RATES AND WAGE PROGRESSIONS	62
2	SECTION 2 COST OF LIVING	63
	SECTION 3 WORK OUTSIDE OF CLASSIFICATION.....	64
3	SECTION 4 FLSA REQUIREMENTS.....	64
	SECTION 5 DEMOTION.....	64
4	ARTICLE 15: TEMPORARY EMPLOYEES	65
5	SECTION 1 DEFINITION.....	65
6	SECTION 2 SELECTION AS A PERMANENT EMPLOYEE.....	65
	SECTION 3 WAGES AND BENEFITS.....	65
7	ARTICLE 16: MODIFICATION PROVISION AND SAVINGS CLAUSE	66
	SECTION 1 MODIFICATION PROVISION.....	66
8	SECTION 2 SAVINGS CLAUSE	66
9	ARTICLE 17: TERM OF AGREEMENT	67
10	ADDENDUM A JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES	68
	ADDENDUM B STATE AND CITY RETIREMENT PLANS	69

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY
RAIL LABOR AGREEMENT

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as "METRO", and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the "UNION".

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees represented by the UNION who work in the RAIL Section. METRO and the UNION agree that the COLLECTIVE BARGAINING AGREEMENT does not apply to Employees in the RAIL Section except to the extent that provisions of that agreement, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the parties agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, METRO and the UNION agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the parties recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to employee discipline. To that end, the parties have set forth in Article 4, Section 3, specific major infractions which will result in discharge or, under certain circumstances, suspension.

1 **DEFINITIONS**

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

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

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

11 The term "eligible dependent", as used in METRO's medical and dental plans, shall mean an
12 Employee's spouse/domestic partner and unmarried dependent children of the Employee, the
13 Employee's spouse or the Employee's domestic partner. Such children shall be eligible up to age 19
14 or, if full-time students, up to age 23. Special provisions extend coverage indefinitely for children
15 with mental or physical disability.

16 The term "marital status", as used in this AGREEMENT, shall mean the legal status of being
17 married, single, separated, divorced, or widowed as defined in RCW 49.60.180.

18 The term "payroll year", as used in this AGREEMENT, shall mean the period of time which
19 starts with the first pay period which ends in January, and ends with the last pay period which ends in
20 December.

21 The term "day", as used in this AGREEMENT, shall mean calendar day, unless otherwise
22 noted.

23 The term "domestic partner" shall mean a person living with an Employee if he/she and the
24 Employee:

- 25 1. Share the same regular and permanent residence, and
- 26 2. Have a close personal relationship, and
- 27 3. Are jointly responsible for basic living expenses, and
- 28 4. Are not married to anyone, and

- 1 5. Are at least 18 years of age, and
2 6. Are not related by blood closer than would bar marriage in the State of Washington,
3 and
4 7. Are each other's sole domestic partner and are responsible for each other's common
5 welfare.

6
7 **CONVENTIONS**

8 The parties agree that the term "Employee" (upper case E), whenever used, whether singular
9 or plural, means and applies to those employees of METRO included within the Bargaining Unit, and
10 that this AGREEMENT covers only those Employees.

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

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

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

17 The abbreviation "RDO" stands for regular day off.

18 The term "Bus," as used in "Bus position," "Bus Employee," and "Bus Operations" shall refer
19 to job classification, Employees, and other agreements involved in the provision of bus transit
20 services, and excluding RAIL job classifications, RAIL employees, and agreements involved in the
21 provision of RAIL services.

22 "Start-up Period" shall refer to all time prior to the commencement of Revenue Service for
23 Link Light Rail and the South Lake Union Streetcar project.

24 The term "Revenue Service" shall mean regular paid passenger service on Link Light Rail and
25 the South Lake Union Streetcar.

26 The term RAIL, shall refer to the Rail Section of METRO as created to operate the Sound
27 Transit Link Light Rail line and the South Lake Union Streetcar project.

28 The term "Streetcar" shall refer to the South Lake Union Streetcar project.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The term "Link Light Rail" shall refer to the Sound Transit Link Light Rail project.

Documents:

a. The COLLECTIVE BARGAINING AGREEMENT is defined as the "AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING COUNTY METRO TRANSIT."

b. This document shall be referred to as the RAIL LABOR AGREEMENT.

c. Other provisions concerning RAIL Employees exist in a separate agreement entitled SUPPLEMENTAL RAIL AGREEMENT.

1 **ARTICLE 1: UNION/MANAGEMENT RELATIONS**

2 ***SECTION 1 – SOLE BARGAINING AGENT***

3 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
4 working in the Rail Section of the King County Department of Transportation, Division of Transit,
5 (henceforth referred to as RAIL) which are listed in Addendum A (to Exhibit D). Current or future
6 Employees assigned to perform work which historically or traditionally has been Bargaining Unit
7 work at RAIL or its successors, or which is agreed or legally determined to be Bargaining Unit work,
8 also shall be covered by the terms of this AGREEMENT.

9 B. METRO and the UNION agree that no Employee shall be discriminated against
10 because of UNION membership or non-membership.

11 C. METRO will notify the UNION of any change in any existing Bargaining Unit job
12 description prior to the implementation of the change.

13 ***SECTION 2 – UNION MEMBERSHIP***

14 A. Each Employee shall make application to become a member of the UNION within
15 thirty (30) days after his/her date of employment, except as otherwise restricted, or provided for, by
16 law. However, if the Employee qualifies for a bona fide religious objection to UNION membership
17 as described in RCW 41.56.122, the above requirement shall be satisfied by the payment of an
18 amount equal to initiation fees and regular UNION dues to a non-religious charitable organization
19 approved by the UNION.

20 B. Failure by any Employee to satisfy the requirements of Paragraph A or to maintain
21 payment of dues, fees, and/or assessments shall constitute cause for dismissal; however, METRO has
22 no duty to act until the UNION makes a written request for discharge and verifies that the Employee
23 received written notification of the delinquency, including the amount owing and method of
24 calculation, and notification that nonpayment within seven (7) days will result in discharge by
25 METRO.

26 C. Calculation of the thirty (30) day period in Paragraph A shall not include periods of
27 temporary employment of less than ninety (90) continuous days.

28 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to

1 the Committee on Political Education (COPE), and/or other fees uniformly required from the
2 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted
3 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
4 the Employee shall be on a form approved by the parties hereto and may be revoked by the Employee
5 upon request. The performance of this function is recognized as a service to the UNION by METRO.

6 E. The UNION agrees to indemnify and save METRO harmless from any and all
7 liabilities resulting from compliance with Paragraphs B and D.

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

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

10 **SECTION 4 – UNION INSIGNIA**

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

14 **SECTION 5 – MANAGEMENT RIGHTS**

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

20 **SECTION 6 – UNION BULLETIN BOARDS**

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

1 adjacent to each UNION bulletin board for a clipboard.

2 **SECTION 7 – LABOR-MANAGEMENT RELATIONS COMMITTEE**

3 A. RAIL and the UNION agree to maintain a committee to be known as the “Labor-
4 Management Relations Committee”. This committee shall be scheduled to meet monthly for the
5 purpose of discussing, approving, and/or proposing resolutions to:

6 1. Issues or problems of RAIL policy which affect the Bargaining Unit and
7 which either party requests be placed on the agenda.

8 2. Issues or problems of contract administration, other than formal grievances
9 which are being processed, unless mutually agreed by both parties.

10 3. Reports from division level labor-management committees.

11 4. Other matters of mutual concern.

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

15 **SECTION 8 – JOINT SAFETY COMMITTEE**

16 RAIL will participate in the METRO Joint Safety Committee.

17 **SECTION 9 – JOINT SECURITY STEERING COMMITTEE**

18 RAIL will participate in the METRO Joint Security Steering Committee.

19 **SECTION 10 – COMMITTEE SELECTIONS**

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

22 **SECTION 11 – PRINTING OF THE AGREEMENT**

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

1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

3 METRO and the UNION are committed to providing equal employment opportunity for all
4 new applicants for employment, as well as for present Employees. METRO shall recruit, select, and
5 promote employees and/or individuals from the community workforce on the basis of their relative
6 knowledge, skills and abilities, and in accordance with METRO's Affirmative Action Plan. Upon
7 request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of
8 interviews or role-plays for Bargaining Unit positions.

9 ***SECTION 2 – NONDISCRIMINATION***

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

22
23
24
25
26
27
28

1 **ARTICLE 3: GENERAL CONDITIONS**

2 ***SECTION 1 – TECHNOLOGICAL CHANGE***

3 A. If RAIL considers a technological change that has an impact on the wages, hours or
4 working conditions of any Employee, METRO agrees to notify the UNION within sixty (60) days in
5 advance of implementation of such technological change and further agrees to negotiate with the
6 UNION any impact or effect upon any Employee.

7 B. If a technological change results in the creation of a new job classification which is
8 appropriately included in the Bargaining Unit, METRO agrees to negotiate the wages, hours and
9 working conditions with the UNION.

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

12 ***SECTION 2 – LOST AND FOUND ITEMS***

13 Each lost article found by an Employee shall be turned in to the base at a secured, locked drop
14 box provided by METRO or to the Lost and Found Office. If, after a reasonable length of time, the
15 article is unclaimed by its owner, the article shall be returned to the finder; provided that the finder
16 claims the article within the thirty (30) days after the list of unclaimed articles is posted in the bases;
17 and, provided further that “return if unclaimed” and Employee’s name and Employee identification
18 number appear on the lost and found tag. Articles to be returned to Employees will be held in a
19 secured locked area.

20 ***SECTION 3 – PAYROLL DEDUCTIONS***

21 No payroll deduction shall be made, except those required by law or authorized by the
22 Employee. An Employee may directly deposit his/her entire paycheck to any financial institution
23 affiliated with the Northwest Clearing House Association.

24 ***SECTION 4 – RESTROOMS AND FIRST AID FACILITIES***

25 A. RAIL will arrange for adequate restrooms to be used by Employees on all Link
26 Light Rail and shall take all reasonable steps to ensure their sanitary condition. RAIL shall arrange for
27 and designate restroom facilities as near as possible to each LINK terminal, and at least one terminal
28 of the Streetcar line.

1 B. RAIL will provide sanitary and adequate toilet facilities, and a first aid area and
2 required equipment at all permanent work sites.

3 ***SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS***

4 A. No Employee shall be compelled by management to contribute to any charitable,
5 civic or other public fund or collection. Such contributions shall be on a voluntary basis.

6 B. Solicitations for funds or the distribution of commercial materials shall not be
7 conducted on RAIL property without its written consent. Solicitations and distributions pursuant to
8 R.C.W. Chapter 41.56 (the Washington State Public Employees' Collective Bargaining Act) shall not
9 be restricted beyond that which is allowed by law.

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

12 ***SECTION 6 – DEFECTIVE EQUIPMENT***

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

15 If an Employee receives a fine for speeding and/or defective equipment as described above,
16 METRO shall pay up to one thousand dollars (\$1,000) for the Employee's reasonable attorney fees
17 for litigating the fine. No Employee is eligible for more than one thousand dollars (\$1,000) of
18 reimbursement during the life of this AGREEMENT. This shall not apply where an Employee was
19 aware of or should have been aware of and failed to report the defective equipment and/or missing
20 equipment for which the fine was issued.

21 ***SECTION 7 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

22 No Employee shall be required to take a lie detector test or be subject to unlawful
23 surveillance. Random or indiscriminate surveillance will not be made by means of recording
24 equipment and/or telephones without advance consent from the President/Business Representative of
25 the UNION, unless such surveillance is for the security of the public and/or Employees in the
26 Downtown Seattle Tunnel System or for the security of METRO funds in fixed locations other than
27 revenue vehicles. No Employee will be disciplined for work conduct observed on a security
28 surveillance system, except for conduct constituting a major infraction as listed in Article 4, Section

1 3.

2 **SECTION 8 – SERVICE LETTER**

3 Upon request or termination of service with METRO, an Employee, promptly will be given a
4 letter showing his/her term of service and the position(s) in which he/she was employed.

5 **SECTION 9 – METHOD OF NOTIFICATION**

6 When a supervisor wants to discuss an existing or potential disciplinary matter with an
7 Employee, he/she shall notify the Employee in writing, of the purpose and time limitation for having
8 the meeting. RAIL will take the Employee's work schedule into account when making the request.
9 Any Employee required to meet with his/her supervisor shall be paid for all time spent with the
10 supervisor.

11 **SECTION 10 – SUBCONTRACTING**

12 A. RAIL's choice to use METRO employees to perform RAIL work does not
13 constrain RAIL from selecting outside contractors in other instances.

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

18 **SECTION 11 – VENDING MACHINE PROCEEDS**

19 A. To the extent permitted by Sound Transit, METRO agrees to lease space for
20 vending machines in RAIL facilities to an organization which will in turn contract with the UNION
21 for payment of the historical and traditional twenty-five percent (25%) of the net proceeds it receives
22 from these vending machines to the ATU, Local 587 Support Group or Retirees Chapter for social,
23 recreational and charitable purposes.

24 B. METRO will not terminate its contract with the vending organization and/or its
25 successors as long as that organization agrees to provide the aforesaid twenty-five percent (25%) of
26 the net proceeds.

27 **SECTION 12 – PROBATIONARY PERIOD**

28 Except as modified below and except as modified by Article 15 (Temporary Employees),

1 Section 2, each RAIL Employee shall have a six (6) month probationary period commencing with
2 his/her date of employment or, if the position requires formal qualification, the date of qualification.
3 Upon satisfactory completion of probation, the Employee will enjoy all rights of regular Employee
4 status.

5 **A. Probation for Rail Operators**

6 1. A one hundred twenty (120) day probationary rule will apply to all Rail
7 Operator positions. This probationary period will commence upon the successful completion of Rail
8 Operator training and placement into a Rail Operator position.

9 2. An Employee who came from a Bus Transit Operator position who fails to
10 qualify as a Rail Operator will be returned to his/her Bus Transit Operator position with no loss of
11 seniority.

12 **B. Probation for Rail Supervisors**

13 1. A six-month probationary rule will apply to all Rail Supervisors who came
14 from Bus First-Line Supervisor positions. This probationary period will commence upon the
15 successful completion of Rail Operator training, if applicable, and placement into a Rail Supervisor
16 position.

17 2. A twelve-month probationary rule will apply to all Rail Supervisors who
18 have not come from a Bus Supervisor position.

19 3. An Employee who came from a Bus First-Line Supervisor position and fails
20 to qualify as a Rail Supervisor will be returned to his/her Bus First-Line Supervisor position with no
21 loss of seniority. An Employee who came from a Rail Operator position and fails to qualify as a Rail
22 Supervisor will be returned to his/her Rail Operator position with no loss of seniority.

23 **C. Probation for Electromechanics**

24 1. A one hundred twenty (120) day probationary period will apply to all
25 Electromechanic positions. This probationary period will commence upon the successful completion
26 of Electromechanic training and placement into an Electromechanic position.

27 2. An Employee who came from a Bus-Side position who fails to qualify as an
28 Electromechanic will be returned to his/her Bus-Side position with no loss of seniority.

1 **D. Probation for Streetcar Operators**

2 1. A one hundred twenty (120) day probationary rule will apply to all Streetcar
3 Operator positions. This probationary period will commence upon the successful completion of
4 Streetcar Operator training and placement into a Streetcar Operator position.

5 2. An Employee who came from a Bus Transit Operator position who fails to
6 qualify as a Streetcar Operator will be returned to his/her Transit Operator position with no loss of
7 seniority.

8 **E. Probation for Streetcar O&M Supervisors**

9 1. A one hundred twenty (120) day probationary rule will apply to all Streetcar
10 positions. This probationary period will commence upon the successful completion of Streetcar
11 training.

12 2. An Employee who came from a Bus position who fails to qualify in
13 Streetcar will be returned to his/her Bus position with no loss of seniority.

14 **F. Probation for Streetcar Maintainers**

15 A. A one hundred twenty (120) day probationary rule will apply to all
16 Streetcar positions. This probationary period will commence upon the successful completion of
17 Streetcar training.

18 B. An Employee who came from a Bus position who fails to qualify in
19 Streetcar will be returned to his/her Bus position with no loss of seniority.

20 **SECTION 13 – DETAILS AND TEMPORARY ASSIGNMENTS**

21 Where a vacancy occurs in any position in the Bargaining Unit which is to be filled by detail
22 or temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall
23 be given first consideration before any outside help is employed. Such vacancy shall be posted and
24 filled in accordance with METRO's Merit System. Among Employees seeking any such position,
25 seniority shall be considered in filling the position.

26 **SECTION 14 – VACATION AND AC DONATION**

27 A. Each calendar year, an Employee may donate up to fifty percent (50%) of his/her
28 available vacation leave and up to one-hundred percent (100%) of his/her AC time, in eight (8) hour

1 increments, to individuals employed by King County. Donated vacation and AC time become the
2 property of the recipient. Donated vacation may not be cashed out by the recipient upon retirement.
3 Vacation and AC time may be donated only to an individual employed by King County who has
4 exhausted, or will have exhausted within five (5) calendar days following receipt of the donation
5 request in the Payroll Section, his/her sick leave, vacation and AC time.

6 B. A UNION Employee who donates leave to another UNION Employee does so on
7 an hour-for-hour basis, meaning that one (1) hour of donated leave becomes one (1) hour of received
8 leave, regardless of the pay rates of the donor or the recipient.

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

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

