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## **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”. When the term “PARTIES” is used herein, it refers to METRO, usually as represented by the RAIL Section, and the UNION. When the term “this AGREEMENT” is used herein, it refers to Exhibit D, the Terms and Conditions of Employment for Rail Employees.

## **PREAMBLE**

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees who work in the RAIL Section. The PARTIES agree that the collective bargaining agreement, of which this AGREEMENT is Exhibit D, 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, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the PARTIES recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to employee discipline. To that end, the PARTIES have set forth in Article R4, Section 3, specific major infractions which will result in discharge or, under certain circumstances, suspension..

## DEFINITIONS

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

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

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

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

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

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

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

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

The term “domestic partner” shall mean a person living with an Employee if s/he and the Employee:

1. Share the same regular and permanent residence, and
2. Have a close personal relationship, and
3. Are jointly responsible for basic living expenses, and
4. Are not married to anyone, and
5. Are at least 18 years of age, and
6. Are not related by blood closer than would bar marriage in the State of Washington, and
7. Are each other’s sole domestic partner and are responsible for each other’s common welfare.

## CONVENTIONS

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

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

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

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

The abbreviation “RDO” stands for regular day off.

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

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

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

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

The abbreviation “LCC” stands for Link Control Center.

The term “Streetcar” shall refer to the South Lake Union Streetcar.

The term “Link Light Rail” shall refer to Sound Transit Link Light Rail.

## DOCUMENTS:

**a.** The “COLLECTIVE BARGAINING AGREEMENT” shall mean the AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING COUNTY METRO TRANSIT, November 1, 2013 through October 31, 2016 of which this AGREEMENT is Exhibit D.

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



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

### **SECTION 1 – SOLE BARGAINING AGENT**

- A. METRO recognizes the UNION as the sole bargaining agent for those Employees working in the Rail Section of the King County Department of Transportation, Division of Transit, (henceforth referred to as RAIL) which are listed in Exhibit RA (to Exhibit D). Current or future Employees assigned to perform work which historically or traditionally has been UNION work at RAIL or its successors, or which is agreed or legally determined to be UNION work, also shall be covered by the terms of this AGREEMENT.
- B. The PARTIES agree that no Employee shall be discriminated against because of UNION membership or non-membership.
- C. METRO will notify the UNION of any change in any existing UNION job description prior to the implementation of the change.

### **SECTION 2 – UNION MEMBERSHIP**

- A. Each Employee shall make application to become a member of the UNION within 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or provided for, by law. However, if the Employee qualifies for a bona fide religious objection to union membership as described in RCW 41.56.122, the above requirement shall be satisfied by the payment of an amount equal to initiation fees and regular UNION dues to a non-religious charitable organization in accordance with the procedures set forth in the Washington Administrative Code.
- B. Failure by any Employee to satisfy the requirements of Paragraph A or to maintain payment of dues, fees, and/or assessments shall constitute cause for dismissal; however, METRO has no duty to act until the UNION makes a written request for discharge and verifies that the Employee received written notification of the delinquency, including the amount owing and method of calculation, and notification that nonpayment within seven days will result in discharge by METRO.
- C. Calculation of the 30-day period in Paragraph A shall not include periods of temporary employment of less than 90 continuous days.

R1.2.D

- D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to the Committee on Political Education (COPE), and/or other fees uniformly required from the paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by the Employee shall be on a form approved by the PARTIES and may be revoked by the Employee upon request. The performance of this function is recognized as a service to the UNION by METRO.
- E. The UNION agrees to indemnify and save METRO harmless from any and all liabilities resulting from compliance with Paragraphs B and D.

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

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

**SECTION 4 – UNION INSIGNIA**

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

**SECTION 5 – MANAGEMENT RIGHTS**

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

**SECTION 6 – UNION BULLETIN BOARDS**

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

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

- A. The PARTIES agree to maintain a committee to be known as the “Labor-Management Relations Committee”. This committee shall be scheduled to meet monthly for the purpose of discussing, approving, and/or proposing resolutions to:
1. Issues or problems of RAIL policy which affect the UNION and which either party requests be placed on the agenda.
  2. Issues or problems of contract administration, other than formal grievances which are being processed, unless mutually agreed by the PARTIES.
  3. Reports from division level labor-management committees.
  4. Other matters of mutual concern.
- B. Written notes may be taken by committee participants during meetings, but such notes will not be used by either party in a grievance, arbitration or other controversy between the PARTIES.

**SECTION 8 – JOINT SAFETY COMMITTEE**

RAIL will participate in the METRO Joint Safety Committee.

**SECTION 9 – JOINT SECURITY STEERING COMMITTEE**

RAIL will participate in the METRO Joint Security Steering Committee.

**SECTION 10 – COMMITTEE SELECTIONS**

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

**SECTION 11 – PRINTING OF THE AGREEMENT**

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

## **ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY**

### **SECTION 1 – MERIT SYSTEM**

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

### **SECTION 2 – NONDISCRIMINATION**

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

## **ARTICLE R3: GENERAL CONDITIONS**

### **SECTION 1 – TECHNOLOGICAL CHANGE**

- A. If RAIL considers a technological change that has an impact on the wages, hours or working conditions of any Employee, METRO agrees to notify the UNION at least 60 days prior to implementation of such technological change and further agrees to negotiate with the UNION any impact or effect upon any Employee.
- B. If a technological change results in the creation of a new job classification which is appropriately included in the UNION, METRO agrees to negotiate the wages, hours and working conditions with the UNION.
- C. If a technological change results in the displacement of an Employee, the transfer and/or retraining of the displaced Employee will be negotiated with the UNION.

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

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

### **SECTION 3 – PAYROLL DEDUCTIONS**

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

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

- A. RAIL will arrange for adequate restrooms to be used by Employees on all Link Light Rail and shall take all reasonable steps to ensure each restroom's sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to each LINK terminal, and at least one terminal of the Streetcar line.
- B. RAIL will provide sanitary and adequate toilet facilities, and a first aid area and required equipment at all permanent work sites.

### **SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS**

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

R3.5.B

- B. Solicitations for funds or the distribution of commercial materials shall not be conducted on RAIL property without its written consent. Solicitations and distributions pursuant to RCW 41.56 (the Washington State Public Employees' Collective Bargaining Act) shall not be restricted beyond that which is allowed by law.
- C. RAIL will not solicit complaints or comments from Employees concerning their wages, hours or material working conditions without the approval of the UNION.

**SECTION 6 – DEFECTIVE EQUIPMENT**

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

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

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

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

**SECTION 8 – SERVICE LETTER**

Upon request, an Employee or former Employee will be provided a letter showing his/her term of service and the position(s) in which s/he was employed.

## **SECTION 9 – METHOD OF NOTIFICATION**

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

## **SECTION 10 – SUBCONTRACTING**

- A. RAIL's choice to use METRO employees to perform RAIL work does not constrain RAIL from selecting outside contractors in other instances.
- B. Nothing in the AGREEMENT affects the rights and remedies that are available to the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C) Agreement are not enforceable under the terms of the grievance and arbitration provisions of this AGREEMENT.

## **SECTION 11 – VENDING MACHINE PROCEEDS**

- A. To the extent permitted by Sound Transit, METRO agrees to lease space for vending machines in RAIL facilities to an organization which will in turn contract with the UNION for payment of the historical and traditional 25% of the net proceeds it receives from these vending machines directly to the UNION. The UNION will then forward those monies to the Puget Sound Labor Agency or the Local 587 Retirees Chapter for social, recreational and charitable purposes.
- B. METRO will not terminate its contract with the vending organization and/or its successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.

## **SECTION 12 – PROBATIONARY PERIOD**

Each RAIL Employee shall have a probationary period commencing with his/her date of employment or, if the position requires formal certification, the date of certification. Upon satisfactory completion of probation, the Employee will enjoy all rights of regular Employee status. Any Employee who came from a Bus position to RAIL and who fails probation for any reason, other than committing a major infraction, will be returned to his/her Bus position.

- A. Rail Supervisors, who came from a Bus Supervisor position, and all other Employees not listed in Paragraph B or C, shall have a six-month probationary period.

R3.12.B

- B. The following classifications shall have a 120-day probationary period: Rail Operator, Streetcar Operator, Streetcar O&M Supervisor, Electromechanic and Streetcar Maintainer.
- C. Rail Supervisors who did not come from Bus Supervisor positions shall have a twelve-month probationary period.

**SECTION 13 – DETAILS AND TEMPORARY ASSIGNMENTS**

Where a vacancy occurs in any position in the UNION which is to be filled by detail or temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Such vacancy shall be posted and filled in accordance with METRO’s Merit System per Article 2, Section 1. Among Employees seeking any such position, seniority shall be considered in filling the position.

The posting obligation shall be triggered when the facts and circumstances indicate that a vacancy will be filled for 60 days or longer by detail or temporary appointment. In the interim, METRO may fill the work consistent with this AGREEMENT, until the Employee is selected from the posting process.

**SECTION 14 – VACATION, SICK LEAVE AND ACCUMULATED COMPENSATORY (AC) DONATION**

- A. Each calendar year, an Employee may donate up to 50% of his/her available vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed by King County.
- B. Each calendar year, an Employee who has more than 100 hours of sick leave may donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County.
- C. Donated vacation, sick leave and AC time become the property of the recipient. Donated vacation and sick leave may not be cashed out by the recipient upon retirement. Vacation, sick leave, and AC time may be donated only to an individual employed by King County who has exhausted or will have exhausted, within five calendar days following receipt of the donation request in the Payroll Section, his/her sick leave, vacation leave and AC time.
- D. A UNION Employee who donates leave to another UNION Employee does so on an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave, regardless of the pay rates of the donor or the recipient.



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

## **SECTION 15 – RESPECT FOR CRAFT LINE BOUNDARIES IN STREETCAR**

- A. The PARTIES agree that because of the small size of the Streetcar operation, there shall be variations from the usual, customary and historic work jurisdiction rules and practices that have been established in the Bus agreement. RAIL shall generally respect the classification boundaries that are established in the classification specifications for Streetcar jobs; however it is agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be expected to perform work for which s/he has not been adequately trained or which is unsafe.
- B. If the UNION believes that cross-classification work has exceeded an incidental amount, the PARTIES shall convene special Labor-Management discussion to attempt to address the UNION's concerns over staffing levels and work assignments. Following growth of the Streetcar operation, this discussion may include negotiations to erect work jurisdiction rules that reflect the larger, more established workforce.
- C. The PARTIES shall convene a Streetcar Joint Labor Management Committee on an as-needed basis by mutual agreement.

## **SECTION 16 – NEGOTIATED MEAL AND REST PERIODS**

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

## **ARTICLE R4: DISCIPLINE**

### **SECTION 1 – GENERAL**

- A. METRO shall have exclusive authority to suspend any Employee without pay for a period not to exceed 30 days for a single offense in accordance with this AGREEMENT; provided, however, that if such suspension is unjustifiable, the Employee shall be paid for the time lost; and further provided that, no Employee shall be relieved of duty or suspended for minor infractions of rules, where no damage or injury results, without first conducting an investigation.
- B. An Employee called as a witness by METRO, during an investigation or hearing, shall receive regular compensation as set forth in Article R10, Section 11.
- C. The RAIL Manager is responsible for identifying the procedures governing RAIL Operations. These processes will be defined in the issuance, control and modification of Directives, Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train Orders.
- D. *The Rulebook*, the official handbook of the Rail section will specify the rules, provided such rules are not in conflict with provisions of this AGREEMENT or with applicable laws. If it is necessary to revise or change *The Rulebook*, the revisions or changes will be discussed with the UNION before implementation. *The Rulebook* will be available at Rail bases.
- E. Counseling that is given to Employees will not be considered to be discipline and cannot be grieved. If an Employee disagrees with the counseling, s/he should provide a written rebuttal to his/her chief, which will be included in the Employee's personnel file. A UNION-represented Employee will not issue discipline to another UNION-represented Employee.

### **SECTION 2 – TYPES OF DISCIPLINE**

- A. Types of discipline shall include oral reminders, written reminders, disciplinary probation, suspension, and discharge.
- B. Oral or written reminders will be given to the Employee by his/her immediate supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will file a memo (copy) in the Employee's service record covering the contents and cause for the reminder within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in writing, with a copy filed in the Employee's service record within a reasonable time after the infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

- C. Explanation of the suspension of any Employee by METRO shall be given to the Employee in writing. The UNION will be notified in writing of the suspension within a reasonable time after the action has been taken. The Employee shall sign the notice of suspension to acknowledge receipt of same.
- D. Whenever METRO discharges an Employee, explanation of the discharge will be given to the Employee in writing. The UNION will be notified in writing of the discharge within a reasonable time after the action has been taken. The Employee shall sign the notice of discharge to acknowledge receipt of same.

### **SECTION 3 – TYPES OF MAJOR AND SERIOUS INFRACTIONS**

- A. Major infractions include:
- Gross misconduct
  - Insubordination
  - Gross negligence
  - Theft of RAIL funds or property or job related theft
  - Misappropriation - the personal use of RAIL funds or property
  - The use of intoxicants or the odor of intoxicants
  - The use or odor of narcotics or abuse of controlled substances
  - Severe preventable accidents in accordance with the RAIL accident evaluation point system
  - Late reports, absences, and unexcused absences, in accordance with Section 6
  - Falsification of sick reports
  - Falsification of applications or any other official documents
  - Willful failure to turn in lost articles
  - Willful destruction or damage to RAIL property/possessions
  - Serious or repeated harassment based on a legally protected class (see DEFINITIONS)
  - Committing a felony while on duty or conviction of a job-related felony
  - Serious or repeated discrimination, as prohibited under Article R2
  - Use of a personal electronic communication device (e.g. cell phone or computer) while operating a train
  - Disabling or bypassing a safety device without authorization or necessity

#### R4.3.B

- B. Major infractions will result in discharge unless METRO determines that there are circumstances which cause a suspension to be appropriate. In the case of Employees who come from Bus positions, a severe preventable accident will result in discharge unless METRO determines that removal from RAIL and return to Bus is appropriate.
- C. Serious Infractions – RAIL may also determine that an infraction is misconduct, negligence, or a serious performance problem, which warrants discipline under the just cause standard. A suspension under this section may be issued up to, but not to exceed, five days.
  - 1. The following will be considered examples of serious infractions – negligence and will result in a one-day suspension, except as noted, for the first violation. Additional violation(s) in a one-year period will result in further discipline up to and including termination from RAIL with return to the Employee’s Bus position or termination from METRO based on the just cause standard.
    - a. Signal violation\*
    - b. Switch violation\*
    - \* Signal and switch violations related to the same move may be considered a single infraction.
    - c. Opening the door on the wrong side of the vehicle
    - d. Opening the door away from a platform without authorization
    - e. Reverse running a train on the mainline without LCC authorization
    - f. Violation of the conditions of a work zone, walking inspection, slow zone, or simple approval
    - g. Train wayside error resulting in a conflicting move
    - h. Backing a train on the mainline without LCC authorization and a flagger
    - i. Violation of a Train Order or Special Instruction.
    - j. Violations of any operating rule which requires notification to and permission from LCC prior to proceeding
    - k. Minor Preventable Accident
    - l. Major Preventable Accident (three to five days)
  - 2. Failure of an Employee to recertify his/her Rail Card will result in termination from RAIL and return to his/her previous Bus position with no more than five weekdays of being off work without pay. Unless mutually agreed by the PARTIES, a former FTO will be returned at his/her last base on an assignment mutually agreed by the PARTIES.
  - 3. A RAIL Employee discharged for a serious infraction will be returned to his/her former Bus classification on an assignment mutually agreed by the PARTIES. All RAIL infractions shall remain on such Employee’s permanent METRO record.

- D. Infractions, other than those listed above, shall be considered minor infractions.

#### **SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS**

- A. The following are examples of specific categories of minor infractions: Headlight/train light violation, passenger relations, failure to stop for passengers, failure to unload passengers, failure to report a traffic violation, out of uniform violation, smoking in a RAIL facility or vehicle.
- B. Disciplinary actions issued within a twelve-month period within a category of minor infraction shall be administered in the following manner:
1. First minor infraction – Oral Reminder.
  2. Second minor infraction – Written Reminder.
  3. Third minor infraction – Appropriate discipline for the severity of the infraction, which could include a two-day suspension.
  4. Fourth minor infraction – Five-day suspension.
  5. Fifth minor infraction – Discharge.

#### **SECTION 5 – TRAINING**

Training may be required where it is deemed by management to be beneficial. An order to participate in training is not punitive.

#### **SECTION 6 – REMOVING INFRACTIONS**

A minor infraction which is one year old shall be crossed off the Employee's record. Future disciplinary action will be based on the number of infractions that remain. For example, if an Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar days, the total time on leave will be added to the one year period that must elapse before a minor infraction is crossed off that Employee's record. A permanent record of all minor infractions will be maintained. A minor infraction shall not be used in any promotional process within the bargaining unit after it is a year old.

#### **SECTION 7 – MISSES-RAIL OPERATORS, STREETCAR OPERATORS, RAIL SUPERVISORS AND O&M SUPERVISORS**

- A. The PARTIES recognize that RAIL provides an essential public service and that Employees have the responsibility and the obligation to report for all assignments unless previously excused.
- B. If an Employee is late, the Employee is encouraged to report for possible assignments if work is available under other conditions, as noted in this AGREEMENT.

R4.7.C

- C. An Employee requesting work on his/her RDO, who fails to report for work or who reports for work late, will be subject to the policies defined in this AGREEMENT.
- D. For Rail Operators and Rail Supervisors, misses include late reports, unexcused absences and absences. All misses shall be recorded. Unexcused absences recorded in a four-month period shall be subject to the following controls:
- First – Informational Notice.
  - Second – Oral Reminder.
  - Third – Written Reminder and the Employee will be offered a program of assistance from both PARTIES in developing a plan to improve attendance. This program will include referral to the Employee Assistance Program. The METRO unit superintendent/chief and the UNION Officer/designee will meet with the Employee to write the details of the program, which will be specific to the Employee.
  - Fourth – Two-day suspension, unless the Employee has a five-year record of less than three misses per year, in which case another Written Reminder shall be issued. Whether suspended or not, the Employee shall be given a referral to the Employee Assistance Program.
  - Fifth – Discharge, unless RAIL determines that there are circumstances which cause a greater suspension to be appropriate such as the first instance of consecutive days of unverified sick leave
- E. All misses in a twelve-month period will be subject to the following:
- First through third – Informational Notice.
  - Fourth – Oral Reminder.
  - Fifth – Written Reminder and the Employee will be offered a program of assistance from both PARTIES in developing a plan to improve attendance. This program will include a referral to the Employee Assistance Program. The METRO unit superintendent/chief and UNION Officer/designee will meet with the Employee to write the details of the program, which will be specific to the Employee.
  - Sixth – Two-day suspension, unless the Employee has previously been on attendance probation per Paragraph F, in which case the Employee will again be placed on attendance probation.
  - Seventh – Five-day suspension
- F. Any Employee who has acquired seven misses in a twelve-month period will be placed on attendance probation.
1. The attendance probation will begin upon the completion of the suspension imposed as a result of the seven misses.

2. The Employee will be offered a program of assistance from the PARTIES in developing a plan to improve attendance. This program will include a referral to the Employee Assistance Program. The METRO Unit superintendent/chief and UNION Officer/designee will meet with the Employee to write the details of the program, which will be specific to the Employee.
  3. During the attendance probation, the language of Paragraph H will not apply.
  4. For each miss that occurs during the attendance probation, the Employee will be informed in writing of his/her status.
  5. The Employee will be allowed no more than three misses in each of the two following twelve-month periods (e.g., an Employee who was informed on 7/17/14 that s/he had a seventh miss, with a five-day suspension on 7/18-22/14, would be on probation with no more than three misses allowed 7/23/14-7/22/15 and no more than three misses allowed 7/23/15-7/22/16). An Employee who successfully completes the two twelve-month periods will no longer be on attendance probation.
  6. An Employee who has a fourth miss during either twelve-month attendance probation period will be subject to discharge.
  7. The attendance probation periods will be extended by any unpaid leave or industrial injury in excess of ten consecutive days.
- G. Four consecutive workdays of absence without leave will be considered a resignation.
- H. A continuous record of 60 days without a miss will cancel the first late report or absence that is less than twelve months old. Thereafter, each continuous 30 days without a miss will cancel the next late report or absence on the Employee's record, until all are cancelled. Should the Employee have a miss, another 60-day period must be completed before more cancellations will be made. For the purpose of administering this Paragraph, any time missed from work due to unpaid leaves of absence or suspension will not be counted toward a continuous record of 60 and/or 30 days without a miss.
- I. Misses for Rail Operators, Streetcar Operators, O&M Supervisors and Rail Supervisors include:
1. Unexcused Absence – Failure to report within one hour after designated report time or an Operator's failure to accept late report, or calling in sick less than 30 minutes before an Employee is scheduled to report. An unexcused absence will result in loss of assignment and pay for the day.

R4.7.I.2

2. Late Report – Reporting to work late from one minute up to one hour after designated report time.
  3. Absence – An unexcused absence which has been changed to an absence.
- J. A miss, which the immediate supervisor determines was an incident of tardiness beyond the control of the Employee, will be changed to an excused absence and shall not be used for disciplinary purposes.
- K. The failure to sign in, when unaccompanied by tardiness, shall be treated as a minor infraction, as defined in Section 4.
- L. The procedure for late reports and absences for Rail and Streetcar Operators shall be as follows:
1. If the assigned Operator signs in or reports to his/her assigned work location within one minute after the report time s/he will be allowed to work his/her assignment and shall not receive a late report. The clock in the reporting area will be used to determine time. If there is a dispute as to the accuracy of the clock in the reporting area, the LCC's clock will be determinant.
  2. If the first Report Operator is assigned to work, the Dispatcher/Planner will verbally notify the next Report Operator to be available to sign in for work.
  3. Each Operator on late report will be assigned to the bottom of the report list in order of arrival. One hour of pay will be guaranteed to Operators who are assigned to late report. If an assignment can be made, normal procedures shall prevail.
  4. At the end of one hour, an Operator on late report will report to the Dispatcher/Planner who will determine whether such Operator will be dismissed or continue on report. If such Operator is continued on report, the one hour guaranteed pay will be included in the two and one-half hour report guarantee.



5. If an Operator on late report fails to report to the Dispatcher/Planner after one hour, and is not notified of such by the Dispatcher/Planner when an assignment is given after the hour, the Operator will be paid from the beginning of the late report up to the beginning of the assignment. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and is notified of such by the Dispatcher/Planner when being given the assignment, the Operator will be paid for one hour of late report and for the assignment, if it is worked. If an Operator on late report fails to report to the Dispatcher/Planner after one hour and is notified of such by the Dispatcher/Planner and is not used for an assignment, the Operator will receive pay only for one hour of late report.
  6. If, after one hour, no work is available, the Operator will be released, or placed at the bottom of the report list for work later in the day at a minimum pay of two and one-half hours.
- M. The procedures for changing misses to absences or excused absences shall be as follows:
1. A Rail or Streetcar Operator may provide a written request to the immediate supervisor the same day as his/her unexcused absence. If such request is granted, the Rail or Streetcar Operator either will be placed at the bottom of the report list for work later in the day at minimum pay of two and one-half hours or will be told to return home.
  2. For a Rail Operator, Streetcar Operator, O&M Supervisor or Rail Supervisor, a request for a miss to be changed to an absence or excused absence must be presented, in writing, to the immediate supervisor, within five workdays of the occurrence. The immediate supervisor shall determine whether the miss shall be reduced to an absence or excused absence.
- N. The procedures for Rail Operators, Streetcar Operators, O&M Supervisors or Rail Supervisors going on or coming off the sick list shall be as follows:
1. An Employee, who calls his/her immediate supervisor and requests to be put on the sick list less than 30 minutes before his/her report time, will be put on the sick list and will be given an unexcused absence.

R4.7.N.2

2. An Employee, who has called in sick and has been given an unexcused absence, may make a written request to his/her immediate supervisor, within five workdays of the Employee's return to work, to change the unexcused absence to an absence or an excused absence. The immediate supervisor shall determine whether the circumstances warrant a change from an unexcused absence. However, the unexcused absence will be excused in all cases where the Employee received medical treatment and was unable to report the absence as required.
  3. A Rail or Streetcar Operator coming off the sick list must notify the OMF by 10:00 a.m. in order to be scheduled for work the next day. One continuous incident of sick leave will be charged to an Operator who anticipates returning to work and comes off the sick list prior to 10:00 a.m., but whose licensed practitioner will not release the Operator for duty the following day.
- O. The immediate supervisor can assign a Rail Supervisor work, paying only for actual time worked.

**SECTION 8 – PROBATIONARY EMPLOYEES**

- A. Except as modified elsewhere in this AGREEMENT, the discipline of probationary Employees is the sole responsibility of RAIL.
- B. Except as noted below for former Bus Employees, probationary Employees who are not satisfactory, in the judgment of RAIL, will be discharged from METRO.
- C. A RAIL Employee who has come from Bus and who is not satisfactory, in the judgment of RAIL or quits RAIL during probation, shall be returned to his/her former Bus position. Operators will be returned to their last picked base per Article 15, Section 5, Paragraph G of the Bus agreement. The Employee will not be off work without pay for more than five weekdays. Any RAIL infractions will remain on his/her METRO record. This Paragraph does not apply to a RAIL Employee who is discharged for committing a major infraction.
- D. A RAIL Operator who comes from Bus and is required to have a Rail Card, and who fails to recertify his/her Rail Card will be removed from RAIL and returned to Bus. Unless mutually agreed by the PARTIES, Operators will be returned to their last base per Article 15, Section 5, Paragraph G of the Bus agreement. The Employee will not be off work without pay for more than five weekdays.

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

## **SECTION 9 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE**

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

## **SECTION 10 – WRONGFULLY SUSPENDED OR DISCHARGED**

- A. If, after review of a suspension or discharge, it is mutually agreed that an Employee who was suspended or discharged was completely blameless of charges regarding the offense, s/he shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as though s/he had not been suspended or discharged. No entry shall be made on the Employee's record of such suspension or discharge.
- B. If, however, after such a review, it is found that the Employee in question was not completely blameless, then the PARTIES may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages s/he would have earned should be restored to him/her.

## **ARTICLE R5: GRIEVANCE AND ARBITRATION**

### **SECTION 1 – GRIEVANCE PROCEDURE**

- A. Employee grievances concerning the interpretation and application of this AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except as outlined in Paragraph D. A “grievance”, as used in this AGREEMENT, shall mean a claim by an Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning the proper application or interpretation of this AGREEMENT.
- B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as specified in Article R8, Section 3, the time limit will be extended until 5:00 p.m. on the following business day. Time limits defined in this Section may be extended by a written agreement between the PARTIES. However, should either party breach the time limitation, that party shall forfeit all rights and claims to the grievance; and the grievance shall be considered resolved in the other party’s favor; it being understood that such forfeiture does not decide the merits or establish a precedent. This forfeiture provision does not apply to discharge cases. If RAIL fails to meet the response deadline, the UNION has the right to move the grievance to the next step. If the UNION fails to move the grievance to the next step by the deadline or notify RAIL of its intent to not pursue the grievance, RAIL will send a written notice requiring the UNION to respond or withdraw within 30 days of the notice.
- C. Employees are encouraged to meet, whenever possible, with their chief or supervisor/superintendent to discuss their claim that the contract has been violated prior to filing a formal grievance. If an Employee initiates such a conversation, s/he must understand that the timeline for filing a grievance is only extended if it is done by mutual written agreement with a chief or unit supervisor/superintendent.
- D. If a grievance arises, it shall be put in writing, specifying the act or event being grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been violated, and the remedy sought. It will be handled in the following manner, except that grievances pertaining to the discharge of an Employee shall be processed in accordance with Paragraph E.

**Step 1:** Within 15 days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter, the immediate supervisor/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 10 days after the meeting, notify the UNION of its decision by fax and/or written copy. If the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in writing.

**Step 2:** The grievance shall be presented to the manager/designee. Thereafter, the manager/designee shall meet with the Employee and the UNION Business Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the PARTIES. If a grievance involves discipline, the person who issued the discipline will not conduct the meeting. METRO shall, within 10 days following the meeting, notify the UNION in writing of its decision. The UNION Business Representative/designee may, within 15 days from the notification, refer the grievance to Step 3. Such referral must be in writing.

**Step 3:** The grievance shall be presented to Transit Human Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a committee consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held within 15 days after receipt of the Step 3 referral, unless a later date is mutually agreed by the PARTIES. METRO shall, within 10 days from the meeting, notify the UNION in writing of its decision. If no agreement can be reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by notifying Transit Human Resources in writing. Such referral must be sent by registered mail, certified mail or fax, within 60 days after the UNION receives the Step 3 decision.

- E. If a grievance arises that involves an Employee's discharge, it shall be handled in the following manner:

**Step 1:** Within 15 days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to his/her immediate supervisor/designee. Prior to a Step 1 hearing, the discharged Employee may choose to appeal his/her discharge to the King County Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION procedure. If the Employee chooses to be represented by the UNION, s/he waives any right to appeal to the King County Personnel Board. The immediate supervisor/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, the UNION Business Representative/designee within 15 days after receipt of the grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement of the PARTIES. METRO shall, within 10 days after the meeting, notify the UNION of its decision by fax and/or written copy. If the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in writing.

**Step 2:** The grievance shall be presented to Transit Human Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a committee consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed by the PARTIES. A written decision shall be sent to the UNION within 10 days after the meeting. If no agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by notifying Transit Human Resources in writing. Such referral must be sent by registered mail, certified mail or fax within 60 days after the UNION receives the Step 2 decision.

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

## SECTION 2 – ARBITRATION PROCEDURE

- A. If any grievance, including discharge, cannot be amicably resolved in accordance with the provisions of the grievance procedure defined in Section 1, it may be submitted to the Arbitration Board. The Arbitration Board shall consist of one member appointed by the UNION Business Representative, one member appointed by METRO's Transit Human Resources, and an impartial arbitrator selected using the following procedure:
1. The PARTIES shall mutually agree upon a list of eight impartial arbitrators as soon as possible after the execution of this AGREEMENT. This list shall be the same as the list referred in Article 5, Section 2, Paragraph A.1 of the Bus agreement.
  2. The names on such list of arbitrators shall rotate and the next three arbitrators starting from the top of the list shall be polled by the UNION to determine their next two available dates to hear a grievance, unless the PARTIES agree to select another arbitrator on the list. The arbitrator with the earliest dates acceptable to the PARTIES shall be selected for the arbitration. The UNION will contact the arbitrator to confirm his/her availability and will schedule the arbitration. The selected arbitrator will then be placed at the bottom of the list.
  3. The selected impartial arbitrator may hear more than one case, if mutually agreed by the PARTIES, provided said arbitrator hears and decides each case independently before proceeding to the next case.
  4. If the PARTIES determine that an arbitrator is unacceptable and should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled for more arbitrations.
  5. When the rotating list of arbitrators is reduced below eight names, the PARTIES must mutually select, within 10 calendar days after receipt of the Federal Mediation and Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed at the bottom of the list.
- B. The submission of a grievance to the Arbitration Board shall be based on the original written grievance.
- C. No more than one grievance shall be submitted before the same arbitrator at one hearing, unless agreed in writing by both PARTIES prior to the scheduling of the arbitration.

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- D. The Arbitration Board shall settle or decide a grievance submitted for arbitration within 30 days after the date of the submission of post-hearing briefs, or after the date of the arbitration hearing if no briefs are submitted.
- E. The power and authority of the Arbitration Board shall be to hear and decide each grievance and shall be limited strictly to determining the meaning and interpretation of the terms of this AGREEMENT.
  - 1. The Arbitration Board shall not have the authority to add to, subtract from, or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The Arbitration Board's decision, including upholding, modifying or setting aside any disciplinary action or the award of lost wages and benefits, shall be in accordance with federal and state laws, and shall be final and binding on all parties.
  - 2. The decision of the Arbitration Board shall be based solely on the evidence and arguments presented by the PARTIES in the presence of each other.
- F. The PARTIES agree that the power and jurisdiction of any arbitrator who is chosen shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.
- G. If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator. If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be responsible for the cost of its own attorney fees. If both PARTIES agree to cancel an arbitration, prior to the decision of the arbitrator, the cancellation fee shall be split by both PARTIES.
- H. The PARTIES agree to attend a pre-arbitration conference not later than 30 days after the arbitration is requested. The purpose of such conference shall be to discuss and narrow issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.
- I. The arbitration hearing shall be conducted under the rules and regulations set forth by the American Arbitration Association.

## **SECTION 3 – EXPEDITED ARBITRATION**

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



1. The PARTIES will not be represented at the hearing by attorneys;
  2. The hearing will be informal and conducted under the rules and regulations set forth by the American Arbitration Association;
  3. No briefs will be filed;
  4. The hearing will be completed in one day with neither side being allowed more than a half a day for their presentation;
  5. The arbitrator will issue a decision within two business days of the hearing with a written opinion within 30 days;
  6. The arbitrator shall be mutually selected by the PARTIES.
- B. If the PARTIES agree on an expedited arbitration process:
1. The power and authority of the arbitrator shall be to hear and decide each grievance and shall be limited strictly to determining the meaning and interpretation of the terms of the AGREEMENT;
  2. The arbitrator shall not have the authority to add to, subtract from, or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and shall be final and binding on all parties.
  3. The decision of the arbitrator shall be based solely on the evidence and arguments presented by the PARTIES at the hearing.
  4. The expense of the impartial arbitrator shall be borne equally by both PARTIES.
  5. The PARTIES agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.
  6. Each party shall be responsible for the cost of its own attorney fees.
- C. If the PARTIES are unable to agree within 14 calendar days of notification on an expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

## **ARTICLE R6: SENIORITY**

### **SECTION 1 – CALCULATING SENIORITY**

- A. In the case of two or more Employees newly hired within the same job classification on the same date, seniority order will be calculated by the order of their respective application dates with RAIL during the current recruitment period, including hours and minutes.
- B. If two or more Employees are promoted/transferred at the same time to the same job classification, the date and time of current, continuous hire or qualification date, if applicable, with King County Metro or its predecessor organizations will determine seniority. This also applies to Employees who start work in the new position on different days due to different RDO combinations.
- C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs, and assignments will be determined by seniority earned in a specific job classification.
- D. For the purpose of seniority, PTO, FTO, Rail Operator and Streetcar Operator shall be considered separate classifications. All certified Rail Operators will have seniority based on their respective FTO seniority until October 31, 2012. All certified Streetcar Operators will have seniority based on their respective FTO seniority until July 31, 2012. Thereafter, there shall be separate classification seniority for both Streetcar and Rail Operators established as follows:
  - 1. Streetcar Operators will have classification seniority separate from other Operators based on FTO seniority. Anyone hired into the position of Streetcar Operator after July 31, 2012, shall have Streetcar Operator seniority based on date of hire as a Streetcar Operator.
  - 2. Rail Operators will have classification seniority separate from other Operators based on FTO seniority. Anyone hired into the position of Rail Operator after October 31, 2012, shall have Rail Operator seniority based on date of hire as a Rail Operator.
- E. Bus Supervisors and Rail Supervisors will have separate classification seniority, within the respective section (Bus or Rail). Rail Supervisor seniority will be determined by the date of original hire as a Rail Supervisor or Rail Supervisor-in-Training.
- F. Streetcar O&M Supervisors will have seniority separate from other Supervisors. The first four O&M Supervisors have seniority based on their original date of hire into METRO. Subsequent hires will have seniority based on date of hire into this classification.

- G. Seniority in all other Rail classifications shall be established by date of hire into that Rail classification, with ties broken per Paragraphs A and B.
- H. An Employee who has promoted or transferred to a different classification, who returns to a previous classification, shall be reinstated to the position in seniority order that s/he previously held, except as provided in Section 2, Paragraph E.
- I. An Employee who has had a non-disciplinary medical termination and who returns to his/her same classification within three years from the date of termination shall be reinstated to the seniority that s/he previously held. An Employee who has had a non-disciplinary medical termination and who returns to his/her same classification beyond three years from the date of termination will have his/her seniority in the job classification start on the date of his/her rehire. This provision shall be effective on the date of execution of this AGREEMENT and shall not be applied retroactively.
- J. Temporary Employees will be governed by the provisions of Article R23.

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

- A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted or transferred to a position in King County outside of the UNION shall retain his/her classification seniority for all purposes for one year from the date of promotion or transfer.
- B. Any King County employee not represented by the UNION who previously has attained permanent status in a UNION job classification, and who demotes, for any reason other than layoff, back to such classification after one year will not be eligible for reinstatement of classification seniority. In no case shall such a demotion displace any Employee.
- C. Any Employee who demotes for any reason other than layoff, will forfeit all rights to the classification from which s/he was demoted.
- D. An Employee who demotes to a previously held classification will be reinstated to the position in classification seniority order which s/he had formerly held in the classification to which s/he has been demoted.
- E. An employee who returns to a UNION classification due to layoff after more than one year away from the UNION shall only be credited with layoff seniority (i.e., no seniority will be given for selection of vacations, assignments or RDOs). For the purpose of further layoffs, such employee will be credited for actual days spent in any classification to which s/he returns. If such credit would give the employee the same seniority date as other Employees, s/he shall be placed below the other Employees in seniority order for that date.

### **SECTION 3 – DETAILS, UPGRADES AND SPECIAL PROJECTS**

- A. The PARTIES recognize the value provided to Employees by having detail and upgrade opportunities available. The PARTIES also agree that detail and upgrade opportunities should balance the desire of Employees to prepare for promotional opportunities with the need to have an Employee accumulate experience in a position in order to be effective in that position.
- B. An Employee, who is detailed or upgraded to work on a capital improvement project, shall return to his/her regular position on a date mutually agreed by the PARTIES prior to the start of the detail or upgrade. No detail or upgrade to a position outside the UNION, except for a capital improvement project will exceed one year.
- C. Any Employee who is in a detail or upgrade position for at least 90 days shall be required to spend at least 90 days in his/her regular position before being detailed or upgraded to another position.
- D. An Employee who exceeds the time limits (mutually agreed date or one year) will lose his/her classification seniority, except for the purpose of layoff.

### **SECTION 4 – SENIORITY LISTS**

- A. Seniority for all Employees shall be recorded on lists certified by the UNION and on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or grievances pertaining to seniority shall be settled by the UNION.
- B. The UNION agrees to provide METRO with certified seniority lists by job classification showing name(s) and seniority for picks, move-ups, promotions, and layoffs; provided that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date list of all new hires, showing their application times and dates, and job classifications. METRO will also provide a list of all terminations, retirements, promotions, demotions and transfers on at least a monthly basis. The UNION will provide, as a courtesy to METRO, an explanation of any discrepancies appearing on these lists.

### **SECTION 5 – COMMITMENT TO RAIL**

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

1. Annually, on a date established by METRO, Rail Operators or Streetcar Operators may declare that they wish to return to FTO positions. No more than 10% of the Employees in the Rail Operator classification or Streetcar Operator classification, respectively, will be allowed to return to FTO positions at that time. Additional Employees may be allowed to return to FTO positions at METRO's sole discretion.
2. FTOs who have satisfactorily completed Rail or Streetcar training and have left Rail or Streetcar in good standing may fill up to 20% of the Rail Operator or Streetcar Operator positions, respectively. Returning Rail or Streetcar Operators will be required to successfully complete recertification. FTOs may not otherwise exercise their seniority to bump Rail or Streetcar Operators from their positions.
3. Annually, on a date established by METRO, Rail Supervisors may announce their intentions to return to Bus Supervisor positions. No more than 20% of Rail Supervisors may return to Bus Supervisor classifications at that time. This option is available only to those Rail Supervisors who were previously Bus Supervisors.
4. Bus Supervisors who have previously qualified as Rail Supervisors and left in good standing may fill up to 20% of the Rail Supervisor positions. Returning Rail Supervisors will be required to successfully complete recertification. Bus Supervisors may not otherwise exercise their seniority to bump Rail Supervisors from their positions.
5. Electromechanics can return to their former classification at any time by mutual agreement between the PARTIES.
6. Following Rail training and probation, Facilities Employees who have moved to Way, Power and Signals positions may request to return to their Bus classification. Such Employees will be returned if Rail is willing to release the Employee and Bus is willing to accept the Employee.
7. Annually, on a date established by METRO, Streetcar O&M Supervisors or Streetcar Maintainers may declare that they wish to return to Bus positions. Each year, the number of Streetcar O&M Supervisors or Streetcar Maintainers who shall be allowed to return to Bus positions shall be limited to 10% of the Employees in the O&M Supervisor or Streetcar Maintainer classifications, respectively with a minimum of one Employee for each classification. Additional Employees may be allowed to return to Bus at METRO's sole discretion.

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8. Any Employee who fails Streetcar training or Streetcar probation, or returns to Bus in any manner other than through the annual system, shall not be permitted to return to Streetcar for two years, except at METRO's discretion.
- B. Any Employee who fails Rail or Streetcar training, probation or recertification, for any reason other than a major infraction, will be returned to his/her previous Bus classification.

## **ARTICLE R7: LAYOFF AND RECALL**

### **SECTION 1 – REASON FOR LAYOFF**

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

### **SECTION 2 – METHOD OF REDUCTION**

- A. METRO shall determine the positions to be eliminated. Layoffs shall occur by inverse classification seniority, except as otherwise specified in this AGREEMENT.
- B. A laid-off Employee who has attained regular status in another job classification may displace a less senior Employee in such classification, provided that the laid-off Employee has obtained all necessary certifications to perform the duties of such classification. No Employee shall be placed into a classification from which the Employee has demoted or failed to complete the probationary period. A laid-off Employee who exercises the right to return to a previous position will be reinstated to the position in classification seniority order which s/he had previously held, except as provided in Article R6, Section 2, Paragraph E.

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

- A. An Employee shall be eligible for reinstatement for 24 months following layoff and shall be recalled to service in the order of his/her classification seniority. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to the most recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO within 15 days after such reinstatement offer has been mailed by METRO and report for work at the time and place stipulated in the notice.
- B. An Employee, who fails to respond to the reinstatement offer or who fails to report to work when and where notified, shall be deleted from the recall list. METRO will send a letter to such Employee notifying him/her of the loss of reinstatement rights.



## **ARTICLE R8: HOLIDAYS**

### **SECTION 1 – RAIL OPERATORS, STREETCAR OPERATORS AND RAIL SUPERVISORS**

Eligible Employees in the classifications of Rail Operator, Streetcar Operator and Rail Supervisor shall be granted the eleven holidays specified in Section 3 as days off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall receive eight hours AC time. An Employee who works on the day of observance, as a part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time for all time worked, calculated in the method provided in this AGREEMENT for work performed on non-holidays.

### **SECTION 2 – OTHER EMPLOYEES**

- A. Eligible Employees, except Employees in the classifications of Rail Operator, Streetcar Operator and Rail Supervisor, shall be granted the eleven holidays specified in Section 3, as days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours AC time. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and one-half for all time worked.
- B. The provision of Paragraph A shall not apply to FLSA-exempt Employees.

### **SECTION 3 – DAYS OF OBSERVANCE**

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

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

**SECTION 4 – PERSONAL HOLIDAY**

- A. Each Employee, except FLSA-exempt Employees, may choose one personal holiday per payroll year.
- B. RAIL must approve or deny the day selected. The following govern use of the personal holiday:
  - 1. When an Employee has not used his/her personal holiday during a payroll year, the holiday will be converted to eight hours of vacation or ten hours of vacation if s/he is working a regularly picked four forty (4/40) assignment.
  - 2. The personal holiday will be paid upon termination or retirement, provided the Employee has not taken the personal holiday during the payroll year.
  - 3. The personal holiday cannot be taken while an Employee is on leave of absence without pay or on a day for which the Employee would otherwise receive holiday pay.
- C. An Employee must complete the initial 90 calendar days of employment before taking a personal holiday, except former Bus Employees.

<b>Completed Calendar Years of Service</b>	<b>Days Allowed To Carry Over Each Year</b>
1 - 4	2
5 - 9	3
10 - 14	4
14 +	5

**SECTION 5 – SHIFT DIFFERENTIAL**

An Employee shall be paid on a holiday at the hourly rate paid for the shift s/he is working.

**SECTION 6 – ELIGIBILITY**

- A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee must:
  - 1. Be on the payroll the scheduled workdays immediately before and after the holiday; and;
  - 2. Not have received an unexcused absence on a scheduled workday immediately before or after the holiday.

## ARTICLE R9: VACATION

### SECTION 1 – VACATION ENTITLEMENT

- A. Paid vacation accruals shall be granted to eligible Employees based upon straight-time hours paid. Vacation accrual credit will be given to Employees for unpaid time off granted by METRO to conduct official UNION business, except as limited by Article R10, Section 3.
- B. Each Employee shall accrue vacation according to the applicable accrual rate, and be subject to applicable maximum biweekly vacation accruals, per Paragraph F.
- C. The applicable accrual rate for all RAIL Employees will be based upon years of active service since the Employee's most recent date of employment with METRO. A RAIL Employee who comes from a Full-Time Bus position will retain his/her vacation accrual date. PTO vacation accrual credit will be carried over from METRO in the manner historically counted by METRO.
- D. Active service shall not include unpaid leaves of absence which exceed 30 consecutive calendar days.
- E. Scheduled increases in the accrual rate will begin with the first biweekly pay period following the completion of the necessary years of active service.

F. Vacation Accrual Table

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

- G. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT.
- H. Until the beginning of the 2016 payroll year, an Employee may take any vacation earned in a payroll year, in the next payroll year. At the beginning of the 2016 payroll year, Employees will accrue vacation each payroll period, and that vacation, along with un-picked vacation, will be available for use as provided in the AGREEMENT and the practices of the PARTIES.
- I. An Employee, who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive any vacation pay.
- J. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of service with METRO, and if they leave METRO prior to successfully completing their first six months of METRO service, shall forfeit and not be paid for accrued vacation leave.

## SECTION 2 – SCHEDULING VACATIONS

- A. RAIL will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday that an Employee normally would have received falls within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article R8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere with the function of RAIL; but which accommodate the desires of the Employees to the greatest degree feasible.

## SECTION 3 – SELECTION OF VACATIONS

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

## SECTION 4 – VACATION CARRY OVER

- A. Following one full accrual year, an Employee may carry over vacation based on the following schedule:

<b>Completed Calendar Years of Service</b>	<b>Days Allowed To Carry Over Each Year</b>
1 - 4	2
5 - 9	3
10 - 14	4
14 +	5

In addition to the days listed above, an Employee may carry over any fraction of a day. An Employee who desires to carry over vacation time must make his/her request at the time vacations are being scheduled.

- B. For all Employees, the number of vacation hours carried over shall not exceed the maximum carryover hours in Section 1.F Column 6 above.
- C. Any vacation that is accrued in excess of the allowable carryover amounts in Article R9, Sections 1(G) Column 6 and 4(B) shall be considered “use it or lose it”. This means that any vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be forfeited and removed from the Employee’s vacation balance.
- D. Except as otherwise provided in this AGREEMENT, an Employee desiring to use accumulated vacation which s/he has not picked may use it in single- or multiple-day increments with the prior approval of his/her immediate supervisor.

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

**SECTION 5 – VACATION CASH OUT**

A RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to cash out a portion of his/her vacation, provided s/he picks a minimum of 80 hours of vacation. Once a year, during the first vacation pick of the year for an Employee’s work unit, an Employee may elect to cash out a minimum of eight hours up to a maximum of 60 hours of their current vacation balance. Employees may elect to receive the cash out payment following the first vacation pick of the year and/or following November 1, provided each payment is at least eight hours.

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

Upon an Employee’s termination or retirement from METRO, s/he shall be paid for all accrued hours remaining in his/her vacation balance.

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

- A. An Employee entering active military service will be paid for all accrued vacation.
- B. A regular Employee who leaves METRO to enter active military service and who returns to work with METRO within 90 days after satisfactory completion of military service, shall begin accruing vacation at the applicable rate. Time spent on such military leave shall count as active service in determining the applicable accrual rate.
- C. An Employee entering active military service will continue to accrue vacation for time spent in military service up to a maximum of one year. Such accrual will be credited to the Employee upon return to METRO from military leave.

**SECTION 8 – VACATION – UNION BUSINESS LEAVE**

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

## **ARTICLE R10: LEAVES OF ABSENCE**

### **SECTION 1 – GENERAL**

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

### **SECTION 2 – BEREAVEMENT LEAVE**

- A. If an Employee's spouse/domestic partner or a child, parent, brother, sister, grandparent, or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee may take two days off with pay for bereavement leave per incident and one additional day off with pay per incident when total travel from the Employee's home to the memorial service and back exceeds 200 miles. Additionally, an Employee may use vacation, AC time and/or up to three days of accrued sick leave for bereavement leave purposes per incident, with the approval of the Employee's immediate supervisor. RAIL may, at its discretion, grant bereavement leave for persons other than those listed above where a close family relationship exists. Use of sick leave for bereavement leave purposes shall not count toward probationary points or as an incidence of sick leave in determining verification requirements as specified in Article R11, Section 1.
- B. An Employee on bereavement leave will be paid his/her regular rate of pay for days on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum of eight hours per day, except as provided in Article R13.

**SECTION 3 – UNION BUSINESS**

- A. Pay for time granted to an Employee for a leave of absence to conduct UNION business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is on UNION business leave to a maximum of 30 calendar days during each calendar year. For UNION business leave in excess of the 30 calendar days, no benefits shall accrue (i.e., vacation and sick leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays shall be included only if the Employee was on UNION business leave the day preceding and the day after the RDO/holiday.
- B. RAIL may authorize compensation for UNION Executive Board Officers who are performing work-related business.
- C. The 30-day limitation for determining payment and accrual of benefits shall not include UNION Executive Board members while attending the regularly-scheduled monthly Executive Board meeting, while attending membership meetings, while working on picks, while participating on a UNION negotiating committee or while replacing the full-time UNION Officers during contract negotiations.
- D. All full-time Local 587 UNION Officers, one International UNION Officer and/or one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.
- E. If an Employee is granted a leave of absence, s/he will continue to accrue all types of seniority, including vacation accrual credit, during the effective period.
- F. The UNION agrees to provide METRO with correct lists of all UNION Officers, Stewards, and committee members as soon as practicable after the effective date of this AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any UNION election or appointment.
- G. During days of general UNION election, additional members not to exceed seven shall be granted leave to act as tellers.



## SECTION 4 – JURY DUTY

- A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test, an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury duty and submits proof of report for same, s/he shall receive time off with pay at his/her regular rate of pay for his/her regular assignment, not to exceed eight hours per day for each day served. Compensation received for jury duty must be forwarded to METRO; however, reimbursement for travel expenses may be retained by the Employee.
- B. Any Employee excused from jury duty less than four hours after his/her jury duty reporting time, shall promptly notify his/her immediate supervisor and may be required to report back to work. An Employee also shall have at least twelve hours off between the completion of his/her scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes before reporting to work, the Employee and immediate supervisor shall agree on a reasonable report time.
- C. Except as provided above, no Rail or Streetcar Operator shall be required to report back to work. Such Operator may accept work if work is available.

## SECTION 5 – MILITARY LEAVE

- A. Any Employee who is called into, or enlists in, the Armed Forces of the United States or its allies, shall be given an unpaid leave of absence in accordance with applicable laws affecting military leave.
- B. Any Employee who is a member of an organized reserve unit of the Armed Forces of the United States shall be granted necessary time off for military training as follows:
  1. An Employee will be granted such paid military training leave per calendar year as is required by law.
  2. The Employee must present his/her orders for active training duty to his/her immediate supervisor prior to taking such leave.
  3. The Employee will be paid for those days s/he normally would be scheduled to work during such leave up to a maximum of eight hours per day.
  4. Employees covered by this Paragraph shall be granted all seniority rights and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

**SECTION 6 – MATERNITY/PATERNITY LEAVE**

- A. Upon request, an Employee shall be granted a maximum of six months unpaid leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption of his/her child. A request for such leave shall be filed with the Employee’s immediate supervisor at least 60 days in advance of the anticipated leave commencement. An Employee on FMLA/KCFML leave will continue to have medical, dental and vision benefits premiums paid by METRO. The Employee may elect to self-pay basic or enhanced Life, Accidental Death and Dismemberment (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid leave.
- B. A female Employee must report her pregnancy to METRO before the anticipated commencement of leave, and submit a medical provider’s statement indicating the date when the medical provider expects the Employee will no longer be able to continue the normal duties of her position. Female Employees may continue normal duties until the date specified by the medical provider. After that date, the sick leave and disability provisions of this AGREEMENT shall apply for the period of disability.

**SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT**

As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee may take up to a combined total of twelve weeks of leave for his/her own serious health condition (as defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member (an Employee’s child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section, an Employee must have been employed by King County for twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or intermittent.

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

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

1. When leave is taken after the birth or placement of a child by adoption or foster care, an Employee may take leave intermittently or on a reduced leave schedule only if authorized by the Employee's immediate supervisor;
2. An Employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the Employee or family member of the Employee. If this leave is foreseeable based on planned medical treatment, the immediate supervisor or his/her designee may require the Employee to transfer temporarily to an available alternate position for which the Employee is qualified, that has equivalent pay and benefits, and that accommodates recurring periods of leave.

## **SECTION 9 – LEAVE USAGE**

- A. Sick leave usage: In addition to those circumstances outlined in Article R11, Section 1, Employees may use sick leave to care for family members provided the following two conditions are met:
  1. The Employee has been employed by King County for twelve months or more and has worked a minimum of 1,040 hours in the preceding twelve months.
  2. The leave is for one of the following reasons:
    - a. the family member is the Employee's spouse or domestic partner, the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the family member has a serious health condition as defined by the King County Personnel Guidelines; or
    - b. the birth of a child and care of the newborn child, or placement of the child by adoption or foster care; provided the leave is taken within twelve months of the birth, adoption, or placement.
- B. Accrued leave usage:
  1. When taking leave for his/her own health reasons, an Employee must use all of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The Employee may use accrued vacation or AC time before going on unpaid status.

R10.9.B.2

2. When taking a leave for family reasons, the Employee must choose at the start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to take paid leave for family reasons s/he must use all his/her sick leave prior to going on unpaid leave or using vacation or AC time. However, an Employee taking paid leave for family reasons may set aside a reserve of up to 80 hours of accrued sick leave, which does not have to be used during the leave for family reasons.
- C. An Employee who has exhausted all of his/her sick leave may use accrued vacation leave and AC time before going on leave of absence without pay, if approved by his/her immediate supervisor, or as provided by state or federal law.
  - D. In addition to the leave rights granted by this AGREEMENT, Employees may have additional leave rights as provided by the Washington Family Care Act (RCW 49.12.270) or as otherwise provided by law.

**SECTION 10 – CONCURRENT RUNNING OF LEAVE**

Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run concurrently to the extent permitted by law.

**SECTION 11 – WITNESS LEAVE**

- A. Any Employee called as a witness on behalf of METRO during an investigation or trial shall receive regular compensation.
- B. Any Employee who receives a subpoena to testify in a METRO-related case or receives a subpoena for any incident witnessed on duty shall receive regular compensation.
- C. No Employee called as a witness in a METRO-related case by another Employee under investigation for an infraction, during an investigation or trial, shall receive regular compensation.

## ARTICLE R11: SICK LEAVE

### SECTION 1 – PROCEDURES

- A. A regular Employee who is off work due to one of the following reasons shall be eligible for sick leave:
1. The Employee's bona fide illness or non-occupational injury.
  2. Supplemental payment for an occupational injury when payments, as specified in Article R12, Section 7, are exhausted.
  3. A part-time Employee's occupational injury for up to three calendar days immediately following the injury.
  4. To care for the Employee's child if the following conditions are met:
    - a. The child is under the age of 18.
    - b. The Employee or the Employee's spouse/domestic partner is the natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in place of the parent to the child.
    - c. The Employee's child has a health condition requiring the Employee's personal supervision during the hours of his/her absence from work.
    - d. The Employee actually attends to the child's care during the absence from work.
  5. The care of an Employee's adult family member whose health condition requires the Employee's personal supervision during his/her absence from work.
  6. The Employee's personal appointment with a licensed health care provider.
  7. Domestic violence leave that satisfies the conditions of RCW 49.76. An Employee who is absent from work as provided by RCW 49.76 may elect to use his or her sick leave and other paid time off, compensatory time, or unpaid leave time.
- B. Absences for sick leave must be reported at least 30 minutes before the Employee is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to report will be considered unexcused and will not be changed to an excused absence unless such Employee can submit verification from a licensed practitioner that s/he or his/her child received medical treatment and the Employee was unable to report the absence as required. Payment will be made only when the Employee, child, or qualifying family member is sick.

R11.1.C

- C. The ability to work regularly is a requirement of continued employment.
- D. Each Employee who uses paid sick leave, or who takes other time off for a reason permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands use of sick leave in a manner inconsistent with Paragraph A constitutes a falsification of a sick report, which is a major infraction per Article R4, Section 3. A certification will be turned in within five calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide the certification shall receive an unexcused absence for each day or partial day of absence for which there is no signed certification.
- E. Except as follows, medical verifications will no longer be required for absences, and will be replaced by the self-certification program described above. METRO may require medical or, as appropriate, other independent verification whenever:
  - 1. An Employee is absent for more than five consecutive workdays, or
  - 2. An Employee has insufficient accrued sick leave to cover an absence for a reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or
  - 3. An Employee has previously been placed on notice of suspected sick leave abuse (which is not grievable), and is thereafter further suspected of sick leave abuse after a reasonable investigation. The assessment of whether a reasonable suspicion exists will depend on all of the facts and circumstances known to the Unit Supervisor responsible for making the decision. Evidence of potential sick leave abuse may include but is not limited to circumstances where an Employee is absent repeatedly, or has absences that precede or follow RDOs, or that follow some other pattern. Verification under this Paragraph may be required for a period up to six months.
- F. An Employee who abuses sick leave may be subject to discipline. In addition to the discipline, such Employee may be required to provide medical verification of all sick leave use for a maximum period of one year from the most recent date of disciplinary action. METRO will not consider approved FMLA/KCFML leaves in assessing discipline.
- G. METRO may, at its discretion, visit or call an Employee at home to verify illness.

- H. When a medical verification is required, it shall be on a medical report acceptable to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick family member.
- I. For medical appointments, METRO may request that the licensed practitioner's office confirm in writing that the Employee had an appointment. Further medical verification will not be required for a scheduled medical appointment when the Employee has given at least two days notice to his/her immediate supervisor.
- J. Metro's Disability Services Coordinator/designee from METRO Disability Services and the Union President/designee shall immediately review any allegations of arbitrary and/or unfair treatment that are brought to their attention relating to the administration of Paragraph E. In such cases, no verifications shall be required until the review is complete. Furthermore, during January and July (unless otherwise mutually agreed), the PARTIES shall convene a special Joint Labor-Management Committee to monitor compliance and evaluate the experience with the new sick leave language contained herein.
- K. Except as provided in Paragraph E.3 and F, a full-time Employee who has at least 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls under the 250-hour threshold as the result of an illness/injury.

## **SECTION 2 – ACCRUAL OF SICK LEAVE**

Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No Employee shall be entitled to sick leave with pay during the first 30 days of employment, except those former Bus Employees, or as may be provided by the Washington Family Care Act, RCW 49.12.270. There shall be no limit on the amount of sick leave that can be accumulated.

**SECTION 3 – PAYMENT OF SICK LEAVE**

- A. An Employee shall receive sick leave pay only for hours missed from a regular assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time Employee working a 4/40 schedule will be paid sick leave in accordance with Article R13, Section 8.
- B. No Employee shall be paid sick leave in excess of his/her accrued sick leave.
- C. Upon separation from employment as a result of death or service retirement, as defined by the Washington State Public Employee's Retirement System or the City of Seattle Retirement System, an Employee or his/her estate shall be paid 35% of accrued sick leave at the rate of pay in effect at time of separation. An Employee retiring under the City of Seattle Retirement System will have the option of having the legal equivalent of this 35% of accrued sick leave paid toward medical care premiums.
- D. No payment will be made to an Employee who leaves METRO for any other reason.
- E. An Employee who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive payment for sick leave, except as provided in Article R12, Section 7. An Employee will continue to accrue sick leave on straight-time hours missed, up to a maximum of 90 workdays for each industrial injury.
- F. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick leave.

**SECTION 4 – USE OF AC TIME**

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



**SECTION 5 – RESERVE SICK LEAVE**

Rail Employees employed with METRO as of November 1, 1977, were credited with a balance of sick leave known as reserve sick leave. Such reserve sick leave may be used only for an illness during which the Rail Employee is hospitalized as an inpatient for at least 24 hours. No sick leave shall be transferred from such reserve account to the active account. All regular sick leave in the active account must be exhausted before sick leave in the reserve account may be used. The provisions of Section 3, Paragraph C shall apply to reserve sick leave.

## **ARTICLE R12: BENEFITS**

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

- A. King County presently participates in group medical, dental, vision, life, and long-term disability insurance benefit programs. These programs, and the level of METRO premium contribution to these programs is determined by the Joint Labor-Management Insurance Committee (JLMIC). The JLMIC is comprised of representatives from King County and its labor unions. The JLMIC's function shall be to review, study and make recommendations relative to existing medical, dental, vision, life, and long-term disability insurance programs. King County agrees to continue the JLMIC.
- B. All regular Employees and their dependents will be covered by the medical, dental, vision, life, and long-term disability plans developed by the JLMIC. METRO agrees to maintain the level of benefits as provided by these plans and pay premiums as described in these programs through 2016. Benefits for 2017 will be the same unless modified by the JLMIC, in which case the UNION may negotiate alternative benefits.
- C. The PARTIES agree to incorporate changes to Employee insurance benefits which King County may implement as a result of the agreement of the JLMIC, but otherwise METRO will not make unilateral changes to existing benefits.
- D. An Employee will be eligible for the insurance benefits on the first calendar day of the month following his or her hire date or the day after his or her qualification date, whichever is the later date. However, if the later date is the first calendar day of the month, the Employee will be eligible for the insurance benefits on that date.
- E. METRO will hold an open enrollment at least once during each calendar year. Employees will be allowed to make changes in their benefit selections during that open enrollment period.

### **SECTION 2 – MEDICAL BENEFITS – RETIREES**

Within 60 days of service retirement, a retired Employee with five or more years of consecutive service may continue medical and vision coverage with METRO at the prevailing METRO group rate until age 65 or until s/he becomes eligible for Medicare. Such Employee waives all rights to COBRA coverage.

**SECTION 3 – SHORT-TERM DISABILITY**

A short-term disability plan shall be made available to all Employees. Enrollment in the plan is mandatory. Coverage shall begin as set forth in the policy. The Employee shall pay the monthly premium by payroll deduction. METRO shall administer the policy.

**SECTION 4 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT**

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

**SECTION 5 – PERSONAL PROPERTY LOSS BENEFIT**

- A. Employees shall be reimbursed for loss of certain personal property due to armed robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:
  - 1. The armed robbery, theft or assault occurs while the Employee is at work; and,
  - 2. The property was in the personal possession of the Employee at the time of the theft or robbery or, in the case of Rail or Streetcar Operators, the property was on the train and was not left unattended, except when the Operator was required to leave the driver’s compartment to attend to official METRO duties; and,
  - 3. The Employee makes a robbery, theft or assault report to the Police Department; and,
  - 4. The Employee files a claim with METRO and provides receipted bills to substantiate that replacements have been purchased or repairs made.
- B. The items covered by this AGREEMENT and the maximum values to be reimbursed are:

<b>Item</b>	<b>Maximum Value</b>
Watch . . . . .	\$55.00
Uniform clothing . . . . .	replacement
Wallet . . . . .	\$25.00
Bag . . . . .	\$55.00
Purse . . . . .	\$35.00
Driver’s License . . . . .	replacement
Employee Transit Pass . .	replacement
Rail Certification Card. . .	replacement
Prescription eyeglasses . .	\$200.00

**SECTION 6 – TRANSIT PASS**

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

**SECTION 7 – WORKERS’ COMPENSATION – INDUSTRIAL INSURANCE**

- A. METRO, pursuant to Washington State Industrial Insurance laws (Title 51 RCW), will maintain workers’ compensation procedures and payments consistent with all state laws, administrative rules, and guidelines, as promulgated by the State Legislature and Department of Labor and Industries.
- B. In addition to benefits accruing to Employees under State Industrial Insurance laws, METRO will maintain a program of supplemental payments for full-time Employees as follows:
  - 1. METRO will provide an amount which, when added to the state prescribed payment and any alternative work wages, maintains the percentage set forth below of the Employee’s net pay, based on 80 hours times his/her hourly rate minus any mandatory deductions per pay period. The percentage shall be as follows:
    - a. For the first 60 workdays missed – 100%.
    - b. For the next 60 workdays missed – 90%.
    - c. For the next 140 workdays missed – 80%.
  - 2. Such supplemental payment program will continue for a period not to exceed 260 workdays, or two calendar years from the date of injury, whichever comes first.
  - 3. To determine net take-home pay, the Payroll Section will calculate the Employee’s hourly wage at the time of injury times 80 hours minus mandatory deductions.
  - 4. A full-time Employee who is otherwise eligible for supplemental payment, but who is not receiving any actual supplemental payment because the total payments s/he is receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall continue to be benefit eligible.
- C. To be eligible for METRO’s supplemental payments, the Employee must:
  - 1. Notify METRO’s Workers’ Compensation Office if unavailable for more than 24 hours during a Monday through Friday period.
  - 2. Notify METRO’s Workers’ Compensation Office of other employment or compensation received while being paid workers’ compensation.

3. Be available for medical treatment and/or vocational rehabilitation, consultation, or services.
  4. Accept alternative work assignments which are offered by METRO and which meet medical restrictions identified by the Employee's physician. METRO shall contact the Employee's physician if identified restrictions require clarification.
  5. Maintain eligibility for workers' compensation under state regulations.
  6. When notified at least 48 hours in advance, attend all meetings and independent medical examinations scheduled by METRO concerning the Employee's status or claim, unless other medical treatment conflicts with the METRO appointment and the Employee notifies METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours prior to such meeting or examination.
  7. If records indicate two "no shows" for scheduled medical or vocational services, supplemental payments may be terminated, provided such Employee and the UNION are notified seven days in advance.
- D. An Employee who misses work due to an on-the-job injury will continue to accrue vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during each calendar year. One such 90-day accrual will be allowed for each industrial injury.
  - E. If an Employee exhausts supplemental payments, s/he may use sick leave, vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B. If such Employee is working an alternative work assignment, such payments will be at the hourly rate of the alternative work assignment.
  - F. Each Employee, who files a claim for workers' compensation, will be provided a copy of the rules in this Section.
  - G. If an Employee is required by METRO to be cleared by the Workers' Compensation Office before returning to work, but s/he is not on pay status or receiving compensation from any source including short-term or long-term disability, such Employee will receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be paid an additional one hour of straight-time pay.
  - H. METRO is required to recover any overpayment. An Employee, who has received an overpayment, shall repay it in a manner which assures METRO's recovery and does not unnecessarily burden such Employee.

- I. An Employee with an open Worker’s Compensation claim who is working an alternative work assignment or is working in his/her regular classification at less than full duty must use accrued leave or take approved leave without pay for medical appointments associated with the Employee’s claim.

**SECTION 8 – LEGAL DEFENSE**

Whenever an Employee is named as a defendant in civil action arising out of the performance of the Employee’s duties and, such Employee was acting within the scope of employment, METRO shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee, furnish counsel to represent such Employee to a final determination of the action, without cost to such Employee.

**SECTION 9 – COMMERCIAL DRIVERS LICENSE**

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

**SECTION 10 – GENERAL CONDITIONS**

- A. Benefit premiums paid by an Employee shall be deducted in equal installments from the first and second paycheck of every month.
- B. Upon request, METRO will provide available medical usage data regarding Employees to the UNION.
- C. METRO shall not make its monthly contribution for medical, dental, group life insurance, long-term disability insurance, or vision care for any Employee who is on leave of absence or other unpaid status for 30 consecutive days or more, except as provided by applicable family medical leave laws or Article R10, Section 3, Paragraph B.

**SECTION 11 – ACCUMULATED COMPENSATORY TIME**

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

- B. Except as provided in Paragraph C, each Employee may choose to receive AC time instead of cash for all work performed at the overtime rate. An Employee will notify METRO of such choice by filing a METRO form on or before the first day of the pay period affected by the change.
- C. AC time in excess of 80 hours shall be paid in cash at the end of each pay period.
- D. Except as provided elsewhere in this AGREEMENT, and consistent with daily staffing requirements, RAIL will determine the number of Employees allowed to have time off. An Employee may use AC time for a reasonable amount of compassionate leave under warranting circumstances, as determined by RAIL.
- E. By written request, an Employee may cash out any portion of his/her AC bank, provided s/he cashes out at least eight hours. Payment will be made as part of the next possible payroll following METRO's receipt of the request.
- F. No shift differential will be allowed on AC time earned. When AC time is taken or cashed out, it will be paid at the rate of the shift on which the Employee is working.
- G. Bus Employees coming to RAIL may bring a maximum of 40 hours of AC time to their new employment in RAIL.
- H. For RAIL classifications, except as provided elsewhere in this AGREEMENT, and consistent with daily staffing requirements, RAIL will determine the number of Employees allowed to have time off. An Employee may use AC time for a reasonable amount of compassionate leave under warranting circumstances, as determined by RAIL.

## **SECTION 12 – RETIREMENT ACKNOWLEDGMENT**

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

## **ARTICLE R13: 4/40 ASSIGNMENTS**

### **SECTION 1 – DEFINITION OF 4/40 EMPLOYEES**

- A. A “4/40 Employee” shall mean a regular full-time Employee whose assignment is guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight hours straight-time pay per day for five days per week.
- B. Each 4/40 Employee shall be subject to the provisions of this Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

### **SECTION 2 – REGULAR DAYS OFF**

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

### **SECTION 3 – HOLIDAYS**

Each 4/40 Employee shall be granted the same holidays as other Employees in his/her classification. An Employee who is on RDO or vacation on the day of observance, will receive eight hours of AC time at the straight-time rate. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours AC time at the rate specified in Article R8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the Employee’s regular day to work, but the Employee is not scheduled to work, the Employee will receive ten hours of holiday pay.

### **SECTION 4 – PERSONAL HOLIDAY**

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

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

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



**SECTION 6 – BEREAVEMENT LEAVE**

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

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

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

**SECTION 8 – SICK LEAVE**

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

**SECTION 9 – DISABILITY**

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

**SECTION 10 – OVERTIME**

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

**SECTION 11 – SHIFT CHANGE NOTIFICATION**

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

## **ARTICLE R14: RATES OF PAY**

### **SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS**

- A. Effective on the start of the pay period that includes November 1, 2013, the top hourly wage rate for each job classification will be as shown in Exhibit RA. These wages shall be effective until the pay period that includes October 31, 2014. The wages in Exhibit RA reflect a 1.67% increase from the expiration of the prior collective bargaining agreement, which is derived from the cost of living formula in Section 2 below.
- B. Wage progressions are as follows:
1. Except for Rail Supervisors and Rail Supervisors-in-Training, each job classification will have five step increments as follows: first step will be 70% of the top rate of the classification; upon completion of twelve months, the second step will be 80%; upon completion of the next twelve months, the third step will be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A new hire in the position of Rail Supervisor, Electromechanic, Streetcar Maintainer Maintenance Service Center (MSC) Worker, Track and Right of Way (ROW) Maintainer, Rail Facilities Mechanic and Signal and Communications Technician may be hired above the first step and up to the top step at METRO's sole discretion. The UNION will be notified of each hire at above entry step.
  2. Rail Supervisors-in-Training will have two step increments as follows: first step will be 85% of the top pay rate for the Rail Supervisor classification. Upon completion of six months, the second step will be 90% of the top pay rate for the Rail Supervisor classification. Rail Supervisors will have five step increments as follows: first step will be 90% of the top rate of the classification; upon completion of six months, the second step will be 92.5%; upon completion of the next six months, the third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and upon completion of the next six months, the fifth step will be 100%.

- C. An Employee who is promoted or upgraded into a classification with a higher top-step hourly rate shall be placed at the lowest step in the salary schedule for the new classification which results in an increase of at least 2.5%. Thereafter, a promoted Employee shall progress to any subsequent wage steps based on completion of the required service periods. Service in the new classification on a temporary upgrade status prior to promotion shall not be counted toward progression on the schedule.

## SECTION 2 – COST OF LIVING

- A. In addition to the wage increase for November 1, 2013 set out in Article R14, Section 1(A), there will be two cost-of-living adjustments payable on the start of the pay period that includes November 1, 2014, and November 1, 2015.
- B. All cost-of-living adjustments will be based on the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). These adjustments will be based on the following formula:

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

Y = Current Year

Y-1 = 1 Year Ago

Y-2 = 2 Years Ago

- C. For the cost-of-living adjustment on the pay period that includes November 1, 2014 and November 1, 2015: the top step of each job classification shall be 95% of the number determined by the formula in Paragraph B times the base wage for such classification. Such adjustments shall never result in a wage reduction. The base wage for each classification for the cost of living adjustments, shall be the top step wage in effect October 1, each year, for that classification. Other steps in the wage progression for each classification will be recalculated according to Section 1, based on the adjusted top step

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

### **SECTION 3 – WORK OUTSIDE OF CLASSIFICATION**

- A. All assigned work performed in a higher paid classification will be paid a minimum of two hours at the rate of the higher paid classification. When an Employee is assigned such work for more than two hours up to and including four hours, s/he will be paid at such rate for four hours. When an Employee is assigned such work for more than four hours, s/he will be paid at such rate for eight hours and will be paid at the overtime rate for such classification, if applicable, for time in excess of eight hours.
- B. If an Employee is assigned work in a lower paid classification, such Employee shall not suffer any reduction in wages. However, an Employee who accepts a temporary appointment to a lower paid position shall receive the wage rate for such lower paid position.

### **SECTION 4 – FLSA REQUIREMENTS**

- A. All applicable non-overtime premiums received (e.g., spread pay and student pay) will be added into an Employee's total compensation for the calculation of the "regular rate of pay".
- B. A Rover, extra person, or a Relief Rail Supervisor who has his/her RDOs changed, resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40. RAIL will attempt, whenever possible, to provide such Employee with two days off during each scheduled workweek.

### **SECTION 5 – DEMOTION**

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

## **ARTICLE R15: STREETCAR OPERATORS**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

- A. A “Streetcar Operator” shall mean a person employed by METRO on a continuing basis to operate the South Lake Union Streetcar or First Hill Streetcar who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per week, provided s/he has accepted all work assigned as specified in this Article. For each regularly-scheduled workday or portion thereof on which a Streetcar Operator does not perform his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly-scheduled workday” shall mean a day on which an Employee is normally required to work.
- B. There will be two kinds of Streetcar Operators: Regular Streetcar Operators and Extra Board Streetcar Operators. A “Regular Streetcar Operator” shall mean a Streetcar Operator who picks runs as a work assignment for his/her eight or ten-hour guarantee. An “Extra Board Streetcar Operator” shall mean a Streetcar Operator who picks the Extra Board and works as assigned for his/her eight-hour guarantee.
- C. “Loader” shall refer to an Employee who picks, or is assigned on the Extra Board, the task of selling passage; but who does not drive the conveyance for which the passage is sold. A Streetcar Operator who is assigned to loading duties may be assigned other duties during his/her shift.

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

Vacant Streetcar Operator positions shall be offered through a competitive recruitment process to FTOs and Rail Operators, then to PTOs. If no applications are received from the Employees above, RAIL may conduct an open and competitive recruitment.

### **SECTION 3 – STREETCAR OPERATOR GUARANTEES**

- A. Streetcar Operators will not be required to accept Part-Time status.
- B. All runs will be worked by Streetcar Operators, except as provided elsewhere in this AGREEMENT.
- C. All vacation reliefs will be worked by Streetcar Operators, except as provided elsewhere in this AGREEMENT.
- D. The Extra Board will be worked only by Streetcar Operators, except as provided elsewhere in this AGREEMENT.

- E. Except as provided in Section 10, O&M Supervisors will be limited to working no more than 120 hours platform time per calendar year. When the total hours worked by O&M Supervisors exceeds three hours platform time on a Streetcar Operator assignment, the total hours worked will be counted towards the 120-hour maximum. For each occurrence when RAIL exceeds the 120-hour threshold, RAIL will pay each Streetcar Operator who worked on the day of the incident one hour of pay at the rate of one and one half times the existing straight-time rate of pay. RAIL agrees to provide the UNION with an accounting monthly or when requested, for the purpose of enforcing this AGREEMENT.
- F. All Streetcar Operators on their regular workdays will be paid straight through on Saturdays, Sunday and modified schedule days.

#### **SECTION 4 – GENERAL CONDITIONS**

- A. Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator or O&M Supervisor to take the assignment.
- B. The O&M Supervisor may use his/her judgment as to which employee to use in an emergency.
- C. Any Streetcar Operator not being relieved when arriving at the relief point will call the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar Operator does not wish to continue working, s/he shall request to be relieved. RAIL must relieve the Streetcar Operator within one and one-half hours.
- D. An “assignment” shall mean any work or duties that the Employee is required to perform.
- E. The cutoff time for calling to be removed from the sick list, and for signing the day off book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., s/he may retain his/her following day’s full assignment by calling off the sick list at least one hour prior to the start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.
- F. At each pick, a Streetcar Operator may indicate his/her preference regarding training assignments. RAIL will attempt to accommodate a Streetcar Operator’s preference when assigning students; however, any Streetcar Operator may be given a training assignment if necessary. Trainees shall drive during all training assignments unless RAIL or the instructing Streetcar Operator determines that safety would be jeopardized.
- G. RAIL shall provide a minimum five-minute scheduled layover after each revenue trip, except when:

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

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

- H. In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute layover in assignments over five hours in length and an additional 15-minute layover in weekday assignments over eight hours in length. When a Streetcar Operator working an assignment finds it does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a service report. "Length" equals report, travel and platform time, but does not include bonus time.
- I. RAIL guarantees one Streetcar Operator per week (on a date of the Employee's choice) shall be excused from his/her assignment.
- J. All assignments shall be completed within a maximum 14-hour spread or up to 16 hours with mutual consent of RAIL and the Streetcar Operator. Such spread will begin with the start time of the first assignment following at least ten continuous hours off.
- K. When a Streetcar Operator presents a valid medical restriction which prevents operation of the equipment or in the facility of his/her assignment, METRO will work with the UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-up.

## **SECTION 5 – RUNS**

- A. There shall be two types of Streetcar Operator runs.
  1. A "straight run" will consist of straight-through work including platform, report, travel time and other duties as assigned (within the Employee's job classification).

2. A run combination or “combo” will consist of two or three pieces of work which are at least seven hours and eleven minutes in total work time, including platform, report, travel time, and other duties as assigned (within the Employee’s job classification), and which are within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.
- B. At least 75% of all runs Monday through Saturday will be straight runs. Combos on Saturdays shall be paid straight through. There shall be no combos on Sundays.
  - C. Runs shall be determined by RAIL in accordance with the provisions in this Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be defined as a “tripper”.
  - D. Any Extra Board Streetcar Operator working a regularly-scheduled run shall be paid the regularly-scheduled run pay.
  - E. Runs and combos may be broken into trippers on the same day in order to allow RAIL to fill all work.

#### **SECTION 6 – STREETCAR OPERATOR PICKS**

- A. At pick, seniority for all Streetcar Operators shall prevail in the selection of packaged assignments and RDOs, Extra Board positions, and vacations.
- B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All established practices and procedures for the Streetcar Operator picks shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.
- C. Copies of the pick schedule will be posted in the base and in the UNION office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed, certified Streetcar Operator seniority list three weeks prior to the first day of the pick.
- D. A Streetcar Operator who wishes to select an assignment must select an assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.



- E. RAIL will determine the Regular work assignments and the number of Extra Board positions and Extra Board RDO combinations. Copies of all assignments will be posted in the base six days prior to the start of the assignment selection.
- F. The UNION shall be supplied a copy of the final work assignments to be used for the pick at least two weeks prior to the first day of the pick.
- G. Each Streetcar Operator shall have two consecutive RDOs, or in case of a 4/40 Streetcar Operator three consecutive RDOs, in every seven-day period, except when Streetcar Operator shake-ups or move-ups make this impossible.
- H. No Streetcar Operator will be forced to pick an assignment of runs which would result in less than ten hours off between consecutive workday assignments, or less than 56 hours off on his/her two consecutive RDOs.
- I. The pick will be conducted by guidelines mutually established by the PARTIES. No Streetcar Operator shall be compensated for time spent in the selection process, unless it is during his/her regular work hours.
- J. A Streetcar Operator, who fails to appear at his/her scheduled pick time and who does not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected for him/her by the UNION representative. The UNION representative shall make an effort to select an assignment comparable to the assignment last selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
- K. Each Streetcar Operator must pick work which is compatible with any existing medical restrictions s/he has on file with METRO. Failure to do so will result in a forfeiture of the Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has picked an incompatible assignment, unless no work is available within the Streetcar Operator's restriction.
- L. To meet specific service needs, RAIL may identify specific days on which Streetcar service will operate on a schedule different than the regular schedule. Such schedule deviation days may include a change in the hours of service, the frequency of service, and/or the number of cars in service during any portion of the service day. Any day identified by RAIL that will have a schedule deviation will be posted at the pick. Each Regular Streetcar Operator working on his/her regular workday will pick his/her assignment, by seniority. Regular Streetcar Operators may select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board Streetcar Operators scheduled to work that day.

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

## **SECTION 7 – MOVE-UPS**

- A. If regular or Extra Board assignments become vacant, less senior Streetcar Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the entire assignment (including RDO combination) of the Streetcar Operator who vacated the assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator will be placed on the vacated Extra Board position. If new Extra Board RDO combinations become available, Extra Board Streetcar Operators at the base who could not have picked these RDO combinations may choose the new RDO combinations. Streetcar Operator move-ups will be conducted only when they can be implemented at least 28 days prior to a shake-up.
- B. Move-ups will be conducted by Shop Stewards at the affected base at the direction of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the grievance/arbitration procedure.

## **SECTION 8 – SELECTING VACATIONS**

- A. Vacations will be picked once per year.
- B. Vacations may be split into periods of one or more full weeks. If an Employee's vacation is not evenly divisible into full weeks, the odd number of days must be taken as one-day vacations to a maximum of four days per payroll year.
- C. Streetcar Operators may pick only one prime time vacation per year. METRO shall determine the number of vacations offered in each period. Each year, METRO shall furnish the UNION with a list of vacation periods.
- D. The UNION shall determine the prime time periods for the following year and inform METRO of their determination in writing in advance of the first day of the fall pick of the current year.
- E. Future pick and shake-up dates occurring during the vacation periods that Streetcar Operators can select at the current pick shall be posted in the pick room by METRO.

- F. After a vacation relief has been assigned to an Extra Board Streetcar Operator, there shall be no changes in vacation unless agreed by the Streetcar Operator who is assigned the vacation relief.
- G. A Streetcar Operator may, with METRO approval, change his/her vacation at the base to a period which s/he did not have the seniority to pick provided the available period(s) are posted at least one week in advance.

## **SECTION 9 – EXTRA BOARD**

- A. Extra Board Streetcar Operators shall bid three times a year (with other Streetcar Operators).
- B. Extra Board Streetcar Operators shall bid for two consecutive RDOs.
- C. Extra Board Streetcar Operators shall bid on chronological position on the Extra Board (“1”, “2” or “3”).
- D. Extra Board Streetcar Operators may exercise classification seniority to work regular runs that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained absence of more than one week.
- E. At RAIL’s discretion, FTOs who have been trained as Streetcar Operators may be added to the bottom of the Extra Board.
- F. During a shake-up, any newly hired Streetcar Operators shall be placed at the bottom of the Extra Board. Selection of position shall be by seniority.
- G. All work assigned to an Extra Board Streetcar Operator as part of his/her regular workday assignment will be within a spread of 14 hours except in the case of an emergency.
- H. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar Operator who is available the following day will receive one hour of straight-time pay, except in case of extreme emergency.
- I. The Extra Board work shall be assigned according to the following rules:
  - 1. Extra Board Streetcar Operators shall work all assignments as assigned by an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job description. Assignments may include “Report” time assignments as determined by an O&M Supervisor.
  - 2. All work shall be assigned to the Extra Board, from the top of the board down, according to quit time, with the earliest quit assigned first.

3. Quit time of special work shall be estimated by RAIL for the purpose of establishing assignment sequence. There is no guarantee that special work will quit at the estimated time.
4. If two or more Streetcar Operator assignments quit at the same time, they shall be assigned as follows:
  - a. A run will be assigned before a report.
  - b. An assignment with more pay will be assigned before an assignment with less pay.
  - c. If two assignments pay the same, the assignment with the lesser amount of work including report time and travel time will be assigned first.
  - d. If two assignments pay the same and have the same amount of work including report time and travel time, they will be assigned at the discretion of RAIL.
5. If the number of Extra Board Operators available for work on a regular workday is greater than the number of available runs, reports and special work which fits the definition of a run, then tripper combinations may be inserted in the assignment sequence according to their quit times. Tripper combinations will be made with trippers, pieces of work and special work under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than one split will be paid straight-through for the lesser split. Any tripper combination split of 29 minutes or less will be paid straight-through.
6. If the number of Extra Board Streetcar Operators available for work on a regular workday is less than the number of available runs and special work which fits the definition of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.
7. On holidays, a Streetcar Operator left without an assignment shall receive the day off at holiday pay. All Streetcar Operators who request the holiday off via the day off book will be excused before any Streetcar Operator is forced to take the day off.
8. Any Extra Board Streetcar Operator who receives an assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-time pay, except in case of extreme emergency. Any Streetcar Operator who receives an overtime assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the assignment s/he should have had or the assignment s/he received, whichever is greater.

9. The following provisions shall apply to Extra Board Streetcar Operators who choose vacation reliefs:
  - a. Extra Board Streetcar Operators may request to work the runs of Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave of absence of one week or more. Vacant runs may be picked as vacation reliefs until they are filled by a move-up. Streetcar Operators will pick this work by seniority.
  - b. When a vacation relief assignment ends, the Extra Board Streetcar Operator shall revert to his/her regular picked position on the Extra Board without any penalty to RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief, or remainder of an unpicked vacation relief, according to seniority. Such Streetcar Operators shall retain the RDOs of the vacation relief through the remainder of the pay week.
  - c. Extra Board overtime policies remain unchanged.
  - d. An Extra Board Streetcar Operator picking a vacation assignment must work the entire vacation assignment, except as provided in Subparagraph b.
10. If an Extra Board Streetcar Operator's normal sequence assignment conflicts with his/her partial absence or non-driving assignment, then such Streetcar Operator will be given an assignment which is not a straight run. RAIL will attempt to maximize straight-time paid work hours for such Streetcar Operators.
- J. No Streetcar Operator's RDO shall be cancelled or changed without the consent of the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall have a minimum of 56 hours off for his/her two consecutive RDOs.
- K. Extra Board Streetcar Operators working a report assignment:
  1. Extra Board Streetcar Operators will be available for a spread of 13 hours and must accept all work according to Extra Board Streetcar Operator work rules set forth in this AGREEMENT.
  2. A Streetcar Operator may voluntarily waive his/her 13-hour spread. A Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14 hours.

3. The Streetcar Operator with the earliest first report time gets the first piece of work that is or becomes available within his/her spread, except in cases of emergency. If the assignment is less than eight hours work time, the Streetcar Operator may be assigned additional work within the terms of this AGREEMENT. When assignments have the same quit time, the rules of Section 9, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.
4. At the discretion of the O&M Supervisor, assignments that become available for Extra Board Streetcar Operators may be broken up if necessary to keep service in operation.
5. Work available at the time an Extra Board Streetcar Operator working on report is released from an a.m. assignment may be assigned at that time for the remainder of the day at the discretion of the O&M Supervisor.
6. No Extra Board Streetcar Operator will be required to work prior to report time.

## **SECTION 10 – OVERTIME**

- A. All hours worked in excess of eight hours in the scheduled workday or work on a RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.
- B. Any Streetcar Operator working a regular run on his/her RDO shall be paid for eight hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Streetcar Operator who works two separate and complete runs on the same day will be paid such guarantee for each run. A Streetcar Operator assigned overtime on his/her RDO, per Paragraph C.2 and C.4, shall be guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.
- C. If overtime is available it shall be assigned by seniority with the greatest pay time first, according to the following Streetcar Operator sequence:
  1. Extra Board Streetcar Operators on regular workday.
  2. Extra Board Streetcar Operators on an RDO.
  3. Regular Streetcar Operators on regular workday.
  4. Regular Streetcar Operators on an RDO.

5. Extra Board Streetcar Operators on regular workday voluntarily exceeding their 13-hour spread time, except as provided in Section 4, Paragraph J.
  6. Available O&M Supervisors shall be offered an opportunity to work Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on both their regular workdays or on their regular days off.
  7. Extra Board Streetcar Operators on regular workday forced in inverse order of seniority.
- D. No Streetcar Operator shall be required to work on his/her RDO. No Regular Streetcar Operator shall be assigned overtime work unless s/he volunteers for such work.
  - E. Any Streetcar Operator volunteering for overtime shall be required to work the overtime assigned.
  - F. An Extra Board Streetcar Operator may request to add or remove overtime availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. Streetcar Operators who remove overtime availability may be assigned overtime only in accordance with Paragraph C.7.
  - G. A Regular Streetcar Operator may request to be added to or removed from the overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
  - H. During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar Operator to remain available to continue to perform work within his/her job classification.

## **SECTION 11 – SPECIAL ALLOWANCES**

- A. Ten minutes report time shall be paid at the applicable rate.
- B. Thirty minutes straight-time pay shall be paid for the first report of each accident. If a Streetcar Operator is required to fill out a separate report by the State of Washington or a local police department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer approves the first accident report and the Streetcar Operator is called in to fill out an additional report other than those for the State of Washington or local police departments, an additional 30 minutes straight-time pay shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid for the first report of each accident involving a collision with another vehicle in which both vehicles are moving or in any collision with a pedestrian.

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- C. The following straight-time premiums shall be paid only when these reports cannot be completed during platform hours. To be paid, a Streetcar Operator must submit complete and accurate reports:
  - 1. Incident reports, except those involving Streetcar Operator assaults –10 minutes.
  - 2. Incident reports involving Streetcar Operator assaults –20 minutes.
  - 3. Vandalism reports –5 minutes.
  - 4. Found tags – 5 minutes.
  - 5. Streetcar Operator Request slips – 5 minutes.
  - 6. Safety reports, when requested by a supervisor – 5 minutes.
  - 7. Service reports, when requested by a supervisor – 5 minutes.
- D. A Streetcar Operator who is not on report shall be paid a minimum of one hour straight-time pay for a streetcar change.
- E. One hour straight-time pay shall be paid to a Streetcar Operator for each day spent instructing a student.
- F. If a Streetcar Operator is working a tripper, extra or Extra Board/ Report, and the overtime rate applies, s/he will be paid at the overtime rate or receive the minimum tripper time, whichever is greater.
- G. The minimum time paid, including report and travel time, for regularly-scheduled tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).
- H. An Extra Board Streetcar Operator, who works past a twelve-hour spread on a workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve hours.
- I. Each Regular or Extra Board Streetcar Operator, who works a combo or frag having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of 10-1/2 hours.
- J. Road relief travel time shall be paid at the applicable rate based upon the maximum time required for travel from the base to a relief point during the applicable period of the day.
- K. A Streetcar Operator who is relieved on the road and is directed by METRO to return to the base to submit an accident or incident report or a found item will be paid travel time at the applicable rate.



## **SECTION 12 – UNIFORMS**

- A. If Streetcar Operators are required to wear uniforms that are different from those of FTOs, then upon completion of training and after certification, a newly hired Streetcar Operator shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to the extent that these articles of clothing differ from Bus uniforms. Thereafter, the uniform allowance shall be available annually on the Streetcar Operator's anniversary date.
- B. A uniform allowance of twelve times the top step FTO wage rate on January 1 of each year shall be available annually on each Streetcar Operator's certification date. FTOs who move from Bus to Streetcar, will continue to receive their uniform allowance on their original Bus qualification date. The uniform allowance may be used only to purchase authorized uniform items. A Streetcar Operator who does not pick an assignment and who is not required to be in uniform will have his/her uniform allowance for the following year reduced by one-third of the annual allowance for each shake-up on such status.
- C. Uniform allowance balances may be carried over if unused. A Streetcar Operator's accrued allowance may not exceed 25 times the top step FTO wage rate as shown in Exhibit RA.
- D. Streetcar Operators are required to be in uniform while on duty. When uniform garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be considered acceptable uniform attire.
- E. Footwear designated by RAIL may be purchased with the uniform allowance. Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel over two inches high.
- F. All uniform items will be union made, unless mutually agreed between the PARTIES.

## **SECTION 13 -- RESERVE STAFF FOR STREETCAR OPERATORS**

- A. RAIL will, as needed, conduct recruitments for Streetcar Operators per the relevant hiring provisions in this AGREEMENT. From the recruitments, RAIL will establish lists of qualified Streetcar Operators for future transfers to Streetcar positions and will train them on the Streetcar. Upon successful completion of Streetcar Operator training, these FTOs will be placed on the Reserve Staff list.
- B. If not immediately needed to fill regular vacancies in Streetcar, Reserve Staff Employees will return to their Bus positions. The Reserve Staff shall remain classified as Bus Employees after their certification in Streetcar.

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- C. During training on Streetcar, Reserve Staff in FTO positions may still work overtime as FTOs.
- D. As needed, RAIL will offer temporary Streetcar assignments of two weeks or longer to Employees on the Reserve Staff list in order to fill temporary Rail workforce shortages. Such work will only be assigned to Reserve Staff who are available for the entirety of the assignment.
- E. Reserve Staff Employees will be able to volunteer for Reserve Staff assignments as they become available. Rail will assign the position to the volunteer with the least amount of previous hours on Reserve Staff assignments. If there are no volunteers, Rail may assign the work to the Reserve Staff Employee with the least amount of previous hours on Reserve Staff assignments.
- F. Reserve Staff shall enter the Streetcar classification at the bottom of the Extra Board.
- G. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they shall be entitled to keep their picked RDOs for the duration of the acting assignment; however, the Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more adequately cover staffing needs.
- H. If RAIL needs a Reserve Staff Employee beyond the end of a shake-up, the situation shall be considered two separate Reserve Staff assignments.
- I. Once assigned to Streetcar, Reserve Staff may not concurrently work as FTOs for the duration of their assignment to RAIL.
- J. At RAIL's discretion, Employees may be removed from the Reserve Staff for refusing more than one assignment to Streetcar within a period of one year. Employees who are removed from Reserve Staff may be removed from the existing Streetcar applicant pool.
- K. Reserve Staff shall be offered regular vacancies in Streetcar as they become available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff Employees who refuse an offer for a permanent Rail position.
- L. If a Reserve Staff Employee becomes a regular Streetcar Employee, s/he shall be committed to his/her job in Streetcar per the terms of Article R6, Section 5.
- M. Reserve Staff Employees who have not accepted a regular Streetcar job maintain their eligibility to apply for Rail Operator positions.

## **ARTICLE R16: STREETCAR MAINTENANCE EMPLOYEES**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

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

- Streetcar Maintainers
- Electromechanics

As Streetcar Maintainer positions become vacant, they will be filled by Electromechanics.

### **SECTION 2 – HIRING**

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

### **SECTION 3 – GENERAL CONDITIONS**

- A. RAIL shall not adopt time estimates contained in flat-rate books for scheduling or evaluation purposes. METRO work standards are exempted from this provision.
- B. When it is necessary to ensure safety, shop trucks will carry an additional qualified Employee. No Employee will be required to perform an unsafe procedure.

### **SECTION 4 – WORK ASSIGNMENTS**

- A. The workweek shall consist of five consecutive days, except when an Employee’s pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.
- B. A new Employee shall be assigned by RAIL until the next pick or move-up.
- C. Assignment of specific duties on any shift shall be at the discretion of RAIL.

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- D. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday; the day shift shall be considered the second; and the swing shift shall be considered the third.
- E. Should it become necessary to alter a shift during a shake-up and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation which requires an alteration in the start or quit times of a shift, such Employee may request that RAIL consider their request. METRO will then contact the UNION to review the matter.
- F. For holiday work assignments, RAIL will determine the staffing needs for each shift. When RAIL has determined which classifications will be required to work, Employees in those classifications will be offered the holiday assignment in seniority order, as follows:
  - 1. Employees on regular workday.
  - 2. Employees on their RDO
  - 3. By inverse seniority to Employees on regular workday.

**SECTION 5 – PICKS AND MOVE-UPS**

- A. Three times each year, consistent with Streetcar Operator picks or when a facility opens or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each shift shall be posted.
- B. At the pick, each Employee listed in Section 1 will be permitted to select shift (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board Officer for Rail and the President/Business Representative/designee to discuss and identify any ongoing or planned special projects that may be appropriate for posting on the pick sheets.
- C. Copies of the pick schedules and shifts will be posted ten days prior to the start of the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting, RAIL will notify the UNION before the modification is posted. No changes will be made less than five days prior to the pick.
- D. An Employee shall be compensated for the time spent in the selection process when it is during his/her work hours.
- E. UNION representatives for Maintenance will be present and facilitate the pick.

- F. An Employee, who is unable to attend the pick, can submit an absentee pick form with the RAIL designee, as identified on the pick schedules, indicating his/her work preferences. The RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will result in the UNION representative picking an assignment for the Employee. The UNION representative shall make an effort to select an assignment comparable to the last picked position (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
- G. When RAIL determines that an Employee will be unavailable for work for an entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail will be notified prior to the pick process. If such Employee returns to work during a shake-up, s/he may return to his/her previous picked position, if such still exists, or to a position as close as possible to the assignment s/he was working previously. RAIL and the Employee may mutually agree to a different assignment, and the UNION will be notified.
- H. If a vacant position is to be filled, Employees in that classification at that base may have a move-up. The UNION will be notified and effect the move-up.
- I. The Streetcar Maintainers shall pick from among the positions at SLUS. When a Streetcar Maintainer leaves and the position is filled with an Electromechanic, the remaining Streetcar Maintainers shall continue to be able to pick from among all the positions at SLUS.

## **SECTION 6 – VACATION SELECTION**

- A. Vacations shall be picked once each year no later than December 15th for the vacation in the following payroll year.
- B. A minimum of one Employee per base will be allowed on vacation at any one time..
- C. Vacation may be split into blocks of one or more full weeks. If an Employee's vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in one period. The selection of vacations by Employees shall be extended over the entire payroll year. An Employee who takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second selection; etc., until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the Employee's RDO.

- D. Employees may use vacation or accumulated accruals in increments of one or more hours, provided s/he has available vacation or accumulated time and subject to advance approval by his/her immediate supervisor.

## **SECTION 7 – OVERTIME**

- A. All hours worked in excess of eight in the scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for the classification for actual overtime hours worked.
- B. Overtime on any shift shall be computed at the rate paid for the Employee's regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave shift overtime rate of pay.
- C. Overtime assignment of four hours or less will be offered, by seniority at a location, to qualified Employees who are working the shift preceding or succeeding the shift where the work is to be accomplished and/or performed.
- D. Overtime assignments of more than four hours will be offered, by seniority at a location, to qualified Employees, including Employees on their RDO.
- E. Overtime assignments of eight or more hours will first be offered to qualified Employees at a location who are on their RDO before it is split and offered in smaller pieces.
- F. Should no Employee at a location accept the overtime assignment, it may be offered to qualified Employees at the other locations in seniority order. If RAIL is unable to assign the work at a location to a qualified Employee, it may choose to assign the overtime to the least senior qualified Employee. If the least senior Employee is not qualified or reasonably available, the overtime may be assigned to the next least senior qualified Employee who is reasonably available.
- G. An Employee who is scheduled for paid time off, and who is interested in working on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to these RDO's also require this notice. For overtime assignment, s/he will be considered in seniority order in accordance with Paragraphs D and E.

- H. In the case of an extreme emergency, RAIL can assign overtime work to any certified Employee. An Employee who works overtime during an extreme emergency shall be limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.
- I. An Employee, who has gone home after his/her regular shift and who is called back to work and reports for work, will be guaranteed at least four hours pay at the overtime rate.
- J. An Employee called in before his/her regularly-scheduled report time and in conjunction with his/her regular shift will be paid for actual hours worked.

### **SECTION 8 – SHIFT DIFFERENTIAL**

Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

### **SECTION 9 – SPECIAL BENEFITS**

- A. A tool allowance shall be provided annually, on Employees' regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the Streetcar Maintenance Employees in the classifications of Streetcar Maintainer and Electromechanic. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2014	\$826
2015	\$826
2016	\$826

Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

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- B. Each Streetcar Maintainer shall receive his/her choice of coveralls or a clean uniform (pants and shirt) daily.
- C. Any Employee who is required to work in inclement weather or hazardous areas will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to Personal Protective Equipment (PPE), a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair of boots and cushioned inserts as identified in the METRO voucher at time of purchase). The maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in Paragraph D.
- D. RAIL shall provide and maintain necessary safety clothing, uniforms and equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.
- E. When an Employee is informed during his/her regular shift that overtime in excess of two hours beyond the end of the regular shift will be required, or when an Employee is called at home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.
- F. Except where modified by historical practice, agreement, or mutual understanding, duties traditionally performed by Streetcar Maintainers, will be performed only by Employees working in that classification.
- G. Streetcar Maintainers may use the ten minutes prior to the end of their workday for personal clean-up.
- H. When upgraded to a higher paid classification, an Employee shall be paid at the wage step which provides at least a 10% increase above his/her current rate of pay. However, no upgraded Employee shall be paid more than the top step of the classification to which s/he has been upgraded.
- I. RAIL will provide a secure area at each work location for UNION related materials accessible to all UNION representatives at that location.

**SECTION 10 – ATTENDANCE MANAGEMENT**

- A. The PARTIES recognize that Maintenance duties and functions are time critical and that Employees have the responsibility and obligation to be at work on time each day. Streetcar Maintainers will be subject to the following terms, which supersede any conflicting provisions elsewhere in the AGREEMENT.



- B. Maintenance will monitor and record attendance using the terms of late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that call one-half hour before his/her shift to request unscheduled leave and then are requested to come to work, provided they report to work in a reasonable time. An Employee can use AC time or vacation time to make up lost time.
- C. A late occurrence (six minutes to two hours) shall be managed and recorded as follows:
1. An Employee may complete any time left on his/her shift.
  2. An Employee may work a full eight hours, or ten hours for a 4/40 Employee, even though this work would continue into the next shift.
  3. An Employee may not use AC time or vacation to make up lost time.
  4. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.
  5. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.
  6. Late occurrences will be recorded in a 180-day rolling time frame as follows:
    - 1st through 5th occurrence – Employee and immediate supervisor initial the attendance card.
    - 6th occurrence – One-day suspension without pay.
    - 7th occurrence – Discharge, treated as a major infraction as defined in Article R4.
- D. Unexcused absences (over two hours late) shall be managed and recorded as follows:
1. An Employee may complete his/her shift only.
  2. An Employee may not use AC time or vacation to supplement his/her regular shift pay.
  3. Such Employee is not eligible for overtime that day.
  4. Unexcused absences will be recorded in a twelve-month rolling time frame as follows:
    - 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.
    - 3rd occurrence – One day suspension without pay.
    - 4th occurrence – Discharge, treated as a major infraction as defined in Article R4.

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- E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.
- F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five workdays of the occurrence. An Employee who had a late occurrence or unexcused absence removed from the attendance management records has the option to use vacation leave, AC time or sick leave, as appropriate, to make up lost time.
- G. The PARTIES agree to review this Section on an annual basis.

**SECTION 11 – MAINTENANCE LABOR-MANAGEMENT RELATIONS**

Streetcar Maintenance Employees may participate in the Streetcar late occurrence as needed.

## **ARTICLE R17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

An “O&M Supervisor” shall mean a person employed by RAIL on a regular full-time continuing basis to supervise Streetcar operations and maintenance.

### **SECTION 2 – MUTUAL RESPONSIBILITIES**

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from O&M Supervisors, is vested exclusively in RAIL, limited only by the stated conditions in this Article. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

### **SECTION 3 – APPOINTMENT OF O&M SUPERVISORS**

Occasionally, RAIL may require additional O&M Supervisors. Candidates for these positions shall be selected from qualified Employees.

### **SECTION 4 – PICKS**

- A. In the spring and fall of each year or when mutually agreed by the PARTIES, all O&M Supervisor shifts will be posted for a general pick.
  - 1. Copies of schedules and assignments to be picked will be posted at all work sites 14 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy of this information.
  - 2. After the posting, there will be a review period in which changes may be made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the PARTIES.
  - 3. Implementation of the spring pick will occur between April 1 and April 15 and implementation of the fall pick will occur between October 1 and October 15.
  - 4. The two general picks will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general pick.
- B. Shifts will be classified as regular and relief. O&M Supervisors will be permitted to select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the PARTIES.

#### R17.4.C

- C. An O&M Supervisor who does not pick must leave, with the UNION, at least three choices of assignments in order of preference. Failure to do so will result in the UNION representative making every effort to select an assignment comparable to the assignment last selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall not be compensated for time spent in the pick unless it is during his/her regular working hours.
- D. A UNION representative shall certify the pick.
- E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have hours, significant duties, RDOs, or job classification changed during a shake-up without approval of the affected O&M Supervisor(s) and the UNION.
- F. At each pick, O&M Supervisors may volunteer in writing to work overtime.
- G. All block assignments shall have ten hours off between consecutive day's assignments. Block assignments may include floating assignments at RAIL's discretion.

#### **SECTION 5 – MOVE-UPS**

- A. When a vacancy occurs during a shake-up in any O&M Supervisor position, a seniority move-up will be held within 14 days.
- B. Move-ups may not be requested during the last eight weeks of the current shake-up.

#### **SECTION 6 – WORK ASSIGNMENTS**

- A. All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.
- B. All assignments in the classification of O&M Supervisor shall be completed within a continuous eight- or ten- hour period, as applicable, unless the assignment is designated for an unpaid 30-minute lunch break.
- C. Regular shifts shall consist of five consecutive days of work (or four days if it is a 4/40 assignment) in a workweek, with each workday guaranteed eight hours. Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular shifts in the classifications of O&M Supervisor will be assigned in their entirety unless otherwise approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations within 24 hours or the next business day.
- D. All O&M Supervisors shall have at least 54 hours scheduled off for their two consecutive RDOs.

- E. RAIL agrees to assign all special assignments, tasks and projects by giving equal consideration to the O&M Supervisor's education, ability, and experience as it applies to each assignment. Special assignments, tasks and projects will be posted for O&M Supervisors to apply and selection shall be based on the above criteria if the special assignment, task or project is to exist for 30 days or more. If the special assignment, task or project is in excess of 90 days, the special assignment, task or project will be rotated among those O&M Supervisors who applied and who meet the above criteria, provided the rotation does not result in project delay. RAIL also recognizes the need for ongoing optional training programs which will allow O&M Supervisors to become better qualified for their present work assignments or for advancement.
- F. Except where modified by historical practice, agreement or mutual understanding, any work that has been historically or traditionally performed by O&M Supervisors will not be performed by any other individual.
- G. When a shift remains unfilled within one hour of the start time of the shift and RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift with hours overlapping the vacant shift may be required to fill any portion of the designated shift. The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to change work assignments.
- H. Should it become necessary to alter a shift during a shake-up and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship which requires an alteration in the start or quit times, such Employee may request that the PARTIES review the matter.
- I. RAIL will determine the staffing needs for each special event day shift. When RAIL has determined which shifts will be required to work, O&M Supervisors in those classifications will be offered the special event assignment in seniority order, first to O&M Supervisors that are scheduled to work that day as part of their regular work assignments. If after offering the special event assignment to O&M Supervisors, by seniority, who are regularly scheduled to work that day and there are more assignments available, it will then be offered to O&M Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the special event assignment it may be assigned, by inverse seniority, to O&M Supervisors that are scheduled to work that day as part of their regular assignment. Special event assignments shall be posted at the pick. Other special event service that is not posted at the pick shall be made available through the assignment/overtime process.

**SECTION 7 – SPECIAL ALLOWANCES**

An O&M Supervisor shall receive two hours straight-time pay for each shift during which s/he instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on the completion of an evaluation of the trainee’s performance.

**SECTION 8 – OVERTIME**

- A. All hours worked in excess of eight hours on a regular workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.
- B. Any work performed on a RDO shall be paid at the overtime rate with minimum pay of four hours. No O&M Supervisor will be required to work on his/her RDO except in an extreme emergency.
- C. All overtime will be assigned according to guidelines mutually developed and agreed by the PARTIES, including Streetcar Operator shifts per the Streetcar Operator assignment sequence.

**SECTION 9 – VACATION SELECTION**

The selection of vacation will follow those guidelines set for vacation selection and accrual in Article R9 with the following exceptions:

- A. At the spring pick, O&M Supervisors will select vacations in increments of no less than five days, by O&M Supervisor seniority. After all first choices are filled by seniority, second, third, fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the selection of these periods.
- B. The number of O&M Supervisors allowed on vacation during any period shall be at least one. At a point in time at which ten O&M Supervisors are scheduled to pick, the PARTIES will open negotiations to discuss the number of O&M Supervisors who may be allowed on vacation.
- C. An O&M Supervisor may use his/her current vacation accrual in single-day increments with the approval of his/her immediate supervisor.

**SECTION 10 – SPECIAL BENEFITS**

- A. Upon the approval of RAIL, at least one O&M Supervisor per day shall be allowed to use a personal holiday.

- B. Annually, on the fourth Monday in January, a uniform allowance payable by voucher of twelve times the top step of Bus Service Supervisor wage rate on January 1 of each year shall be available for each O&M Supervisor. The maximum uniform allowance balance which may be carried over into the next year is \$500. The uniform voucher may be used only to purchase authorized uniform items. When an O&M Supervisor needs to replace his/her all-weather parka or jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of personal work shoes costing up to an amount of six times the top step of Bus Service Supervisor wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for Supervisors.
1. All necessary foul weather gear will be provided by RAIL.
  2. RAIL will stock tools at the worksite that are necessary for O&M Supervisors to perform their jobs.

## **SECTION 11 – GENERAL**

- A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment within 90 days of its use in service. Those O&M Supervisors who are directly involved in the operation/service of the special equipment will receive orientation or training on such equipment.
- B. It is METRO’s responsibility that all O&M Supervisors will be trained and certification kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.
- C. O&M Supervisors will participate in the Streetcar LMRC as needed.
- D. RAIL and the O&M Supervisors will develop a complete written description of the duties and responsibilities of each shift, to be made available at each pick.
- E. RAIL will determine the number of O&M Supervisors allowed to have time off through day off book procedures and will accommodate O&M Supervisor requests consistent with daily staffing requirements. Requests for AC days may not be entered into the day off book more than one calendar month in advance of the day(s) off desired.

## **ARTICLE R18: RAIL OPERATORS**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

- A. A “Rail Operator” shall mean a person employed by RAIL on a continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to exceed four days per week, provided s/he has accepted all work assigned as specified in the remainder of this Article. For each regularly-scheduled workday or portion thereof on which a Rail Operator does not perform his/her assignment, s/he shall lose his/her guarantee for that day and s/he shall be paid only for actual time worked, unless otherwise provided in this AGREEMENT. A “regularly-scheduled workday” shall mean a day on which an Employee is normally required to work.
- B. There will be three kinds of Rail Operators: Regular Rail Operators, Report Rail Operators and Extra Board Rail Operators.
  - 1. A “Regular Rail Operator” shall mean a Rail Operator who picks runs as a work assignment for his/her eight or ten-hour guarantee.
  - 2. A “Report Rail Operator” shall mean a Rail Operator who picks report assignments for his/her eight hour guarantee.
  - 3. An “Extra Board Rail Operator” shall mean a Rail Operator who picks the Extra Board or Report and works all assignments placed on the Extra Board for his/her eight-hour guarantee.

### **SECTION 2 – HIRING OF RAIL OPERATORS**

Vacant Rail Operator positions shall be offered through a competitive recruitment process to FTOs and Streetcar Operators and then to PTOs. If no applications are received from the Employees above, RAIL may conduct an open and competitive recruitment.

### **SECTION 3 – RAIL OPERATOR GUARANTEES**

- A. Assignment of specials and extras will be made to Rail Operators only, except as otherwise provided in this AGREEMENT.
- B. All runs and reports will be worked by Rail Operators, except as provided elsewhere in this AGREEMENT.
- C. All vacation reliefs will be worked by Rail Operators.
- D. Work left vacant because of the absence of a Rail Operator will be worked by a Rail Operator, unless otherwise specified in this AGREEMENT.
- E. “Weekday day base units” shall mean the number of trains operating regularly-scheduled service at noon each weekday.



- F. The Extra Board will be worked only by Rail Operators.
- G. It shall not be a violation of this AGREEMENT for other rail-certified employees to operate in service in order to retain rail certification or in an emergency.
- H. Any RAIL employee operating service in order to maintain rail certification will be accompanied by a Rail Operator.

#### **SECTION 4 – GENERAL CONDITIONS**

- A. Each Rail Operator may be required to sign in for his/her work. When a Rail Operator does not sign in or report on time, the Supervisor on duty will notify the appropriate Rail Report Operator to take the assignment.
- B. The Rail Supervisor may use his/her judgment as to which Rail Operator to use in an emergency; if no Rail Operator is available to work, other certified employees may be used to sustain service until a Rail Operator is located to perform the work.
- C. Any Rail Operator not being relieved when arriving at the relief point will call the LCC and state that no relief Rail Operator is present. If the Rail Operator does not wish to continue working, s/he shall request to be relieved. RAIL must relieve the Rail Operator within one and one half hours.
- D. An “assignment” shall mean any work or duties that the Employee is required to perform, limited to those job duties that are enumerated in the job classification. “Other duties as assigned” are limited to those job duties that are normally associated with the work of a Rail Operator.
- E. If a Rail Operator loses an RDO because of a change in schedule, s/he will be given time off to compensate for such day. No Rail Operator may have more RDOs in any pay period than s/he would have received had no change of schedule been made.
- F. The cutoff time for calling to be removed from the sick list, and for signing the day off book for time off, is 10:00 a.m. Should a Rail Operator report sick after 10:00 a.m., s/he may retain his/her following day’s full assignment by calling off the sick list at least one hour prior to the start of the next day’s full assignment, or prior to 10:00 a.m., whichever comes first.
- G. At each pick, a Rail Operator may indicate his/her preference regarding training assignments. RAIL will attempt to accommodate a Rail Operator’s preference when assigning students; however, any Rail Operator may be given a training assignment if necessary. Rail trainees shall drive during all training assignments unless RAIL or the instructing Rail Operator determines that safety would be jeopardized.

R18.4.H

- H. RAIL shall provide a minimum five-minute scheduled layover after each revenue trip, except when:
1. The revenue trip is less than 15 minutes long, or
  2. The revenue trip is the last revenue trip before the coach returns to the base, or
  3. The revenue trip is live-looped or through-routed, or
  4. The layover has been reduced by mutual agreement of the PARTIES.

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

- I. In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute layover in assignments over five hours in length and an additional 15-minute layover in weekday assignments over eight hours in length. When a Rail Operator working an assignment finds it does not provide reasonable break time, the Rail Operator should notify RAIL of such by filing a service report. "Length" equals report, travel and platform time, but does not include bonus time.
- J. When a Sunday schedule is operated on a holiday, a Rail Operator who has picked a Sunday run and whose regular workday falls on the holiday will work his/her Sunday run. A Regular Rail Operator on a regular workday without a Sunday run shall have the day off at holiday pay.
- K. Each day RAIL guarantees that for every 45 Rail Operators normally scheduled to work on that day, rounded to the nearest 45, one Rail Operator from the day off book shall be excused from his/her assignment. However, the guarantee shall be a minimum of one each day. If the guarantee is one, and the Rail Operator holding that guaranteed spot is excused from his/her picked overtime tripper only, then the next Rail Operator will also be guaranteed his/her day off book request. These guarantees shall not apply in the case of an extreme emergency.
- L. All assignments shall be completed within a maximum 14-hour spread or up to 16 hours with mutual consent of RAIL and the Rail Operator. Such spread will begin with the start time of the first assignment following at least ten continuous hours off.
- M. When a Rail Operator presents a valid medical restriction which prevents operation of the equipment or in the facility of his/her assignment, RAIL will work with the UNION to find a mutually agreeable alternate assignment for the remainder of the shake-up.

## SECTION 5 – RUNS

- A. There shall be two types of Rail Operator runs.
  - 1. A “straight run” will consist of straight-through work which is at least seven hours including platform, report, travel time, and other duties as assigned.
  - 2. A run combination or “combo” will consist of two or three pieces of work which are at least seven hours in total work time, including platform, report, travel time, and other duties as assigned and which are within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight through for the lesser split. Any combo with a split of 29 minutes or less will be paid straight through and classified as a straight run. Combos which quit after 8:00 p.m. shall be paid straight through.
- B. A “day run” shall mean any run which is completed by 8:00 p.m.
- C. A “night run” shall mean any run that is completed after 8:00 p.m.
- D. At the discretion of RAIL, “frags”, meaning assignments less than seven hours, including platform, report, travel time, and other duties as assigned may be posted and selected at the pick. Frags will be guaranteed eight hours pay. All other contract provisions relating to runs shall apply to frags.
- E. The total number of straight day runs for the system on weekdays shall be equivalent to at least 80% of the day base units on weekdays.
- F. Straight day runs shall comprise at least 54% of all straight runs.
- G. There shall be no combos on Saturday or Sunday.
- H. Runs shall be determined by RAIL in accordance with the provisions in this Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be defined as a “tripper”.
- I. Any Extra Board Rail Operator working a regularly-scheduled run shall be paid the regularly-scheduled run pay.
- J. Runs and combos may be broken into trippers on the same day in order to allow RAIL to fill all work.

## SECTION 6 – RAIL OPERATOR PICKS

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

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- B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum of 16 weeks and a maximum of 20 weeks, unless the PARTIES mutually agree otherwise. All established practices and procedures for the Rail Operator picks shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the following shake-up period.
- C. Copies of the pick schedule will be posted at the O&M Facility and in the UNION office at least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed, certified Rail Operator seniority list three weeks prior to the first day of the pick.
- D. A Rail Operator who wishes to select an assignment must select an assignment according to the seniority list certified for the pick, unless the PARTIES mutually agree otherwise.
- E. RAIL will determine the work and possible RDO combinations. Copies of all assignment sheets showing the runs, reports, Extra Board positions, and available RDO combinations will be posted in the pick room six days prior to the start of assignment selection. The UNION agrees to staff the pick room on weekend days.
- F. The UNION shall be supplied a copy of the final work assignments to be used for the pick at least two weeks prior to the first day of the pick.
- G. A Regular Rail Operator who has Sunday off may pick a vacant Sunday assignment, by seniority, for work on any Sunday-schedule holiday. This selection will take place at the base after the Rail Operator pick and after Report and vacation relief Rail Operators have made their selections. If vacant Sunday assignments are still available, they may be offered for pick, by seniority, to all Rail Operators at the base whose RDO falls on the holiday.
- H. Each Rail Operator shall have two consecutive RDOs, or in case of a 4/40 Rail Operator three consecutive RDOs, in every seven-day period, except when Rail Operator shake-ups or move-ups make this impossible.
- I. A Rail Operator who selects Regular or Report Operator status shall select five consecutive workday assignments. Each Rail Operator's selections must be all runs or all reports and must be exclusively day assignments or exclusively night assignments. If a Rail Operator selects runs, there must be at least ten hours off between assignments on consecutive days. If a Rail Operator selects reports, there must be at least ten hours off between assignments on consecutive workdays in addition to the spread time. No Rail Operator will be forced to pick an assignment of runs or reports which would result in less than 10-1/2 hours off between consecutive workday assignments, or less than 56 hours off on his/her two consecutive RDOs.

- J. UNION representatives shall be present during picks.
- K. A Rail Operator, who fails to appear at his/her scheduled pick time and who does not notify the UNION of his/her choices via an absentee pick form, shall have an assignment selected for him/her by the UNION representative. The UNION representative shall make an effort to select an assignment comparable to the assignment last selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
- L. When a new operating base or rail segment opens or an existing operating base closes and that base has/had Rail Operator assignments, a section-wide pick will occur.
- M. Each Rail Operator must pick a Regular, Report, or Extra Board assignment which is compatible with any existing medical restrictions s/he has on file with METRO. Failure to do so will result in forfeiture of the Rail Operator's daily or assignment guarantee for each day on which the Rail Operator has picked an incompatible assignment, unless no work is available within the Rail Operator's restriction.
- N. To meet specific service needs, RAIL may identify specific days on which Rail service will operate on a schedule different than the regular schedule. Such schedule deviation days may include a change in the hours of service, the frequency of service, and/or the number of cars in service during any portion of the service day. Any day identified by RAIL that will have a schedule deviation will be posted at the pick. Regular Rail Operators working their regular workday will pick their assignments by seniority. Regular Rail Operators may select from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned work will go to the Extra Board Rail Operators scheduled to work that day.
- O. A Rail Operator who has been unable to work for 30 days or more must be medically released for full duty effective the first day of the shake-up to be on the pick schedule. Such Rail Operator will not be allowed to pick an assignment except by mutual agreement between the PARTIES. A Rail Operator who returns to duty without a picked assignment will be placed on an assignment mutually agreed by the PARTIES.

## **SECTION 7 – MOVE-UPS**

- A. If regular or report assignments become vacant, less senior Rail Operators at the base may request a move-up. A Rail Operator who moves up must pick the entire assignment of the Rail Operator who vacated the run or report. If a Regular Rail Operator moves up to a report assignment, such Rail Operator will be placed on the same line as the Rail Operator who vacated. An Extra Board Rail Operator who moves up to a report assignment will remain on his/her picked board position. If new Day Extra Board RDO combinations or board positions become available, Day Extra Board Rail Operators at the base who could not have picked these RDO combinations or board positions may request a move-up; such move-up will be limited to the Extra Board Rail Operators. Rail Operator move-ups will be conducted only when they can be implemented at least 28 days prior to a shake-up.
- B. Move-ups will be conducted by Shop Stewards at the direction of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the grievance/arbitration procedure.

## **SECTION 8 – SELECTING VACATIONS**

- A. Vacations will be picked once per year.
- B. Vacations may be split into periods of one or more full weeks. If a Rail Employee's vacation is not evenly divisible into full weeks, the odd number of days may be taken as one-day vacations to a maximum of four days per payroll year.
- C. Rail Operators may pick only one prime time vacation per year. RAIL shall determine the number of vacations offered in each period. Each year, RAIL shall furnish the UNION with a list of vacation periods.
- D. The UNION shall determine the prime periods for the following year and inform RAIL of their determination in writing in advance of the first day of the fall pick of the current year.
- E. Future pick and shake-up dates occurring during the vacation periods that Rail Operators can select at the current pick shall be posted in the pick room by RAIL.
- F. After a vacation relief has been assigned to a Rail Extra Board Operator, there shall be no changes in vacation unless agreed by the Rail Operator who is assigned the vacation relief.
- G. A Rail Operator may, with RAIL approval, change his/her vacation to a period which s/he did not have the seniority to pick provided the available period(s) are posted at least one week in advance.

## SECTION 9 – RAIL EXTRA BOARD

- A. RAIL shall have a Day Extra Board and a Night Extra Board to fill those assignments left open, to fill any special work, and to fill overtime assignments according to the overtime assignment process. Board positions shall be open for selection at the pick by all Rail Operators by seniority. Rail Operators may select any available position on either Extra Board.
- B. During a shake-up, any newly hired Rail Operators shall be placed at the bottom of the Day Board. Selection of position shall be by seniority.
- C. All work assigned to an Extra Board Rail Operator as part of his/her regular workday assignment will be within a spread of 13 hours unless voluntarily waived by the Rail Operator or in the case of an extreme emergency.
- D. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Rail Operator who is available the following day will receive one hour of straight-time pay, except in case of extreme emergency.
- E. The Extra Boards shall be assigned according to the following rules:
  - 1. All available work will be sorted into two categories as follows:
    - a. Category A shall include:
      - 1) Straight day runs which quit at 8:00 p.m. or earlier.
      - 2) Day reports which have a quit time of 10:00 p.m. or earlier as determined by a 13-hour spread.
      - 3) Combos which quit at 8:00 p.m. or earlier.
      - 4) Tripper combinations which quit at 8:00 p.m. or earlier.
      - 5) Tripper and report combinations which have a latest quit time of 8:00 p.m. or earlier as determined by a 13-hour spread.
      - 6) Special work which has an estimated quit time of 8:00 p.m. or earlier.
    - b. Category B shall include:
      - 1) Runs which quit later than 8:00 p.m.
      - 2) Reports which have a quit time later than 10:00 p.m., as determined by a 13-hour spread.
      - 3) Combos or other combinations of work which quit later than 8:00 p.m.

- 4) Special work which has an estimated quit time of later than 8:00 p.m.
2. Category B assignments shall be assigned first, beginning with the Night Board, from the bottom of the board, according to quit time, latest quit time assigned first.
  - a. If there are more available Rail Operators on the Night Board than assignments in Category B, then the remaining Night Board Rail Operators shall be assigned Category A work with the latest start time assigned first.
  - b. If there are fewer available Rail Operators on the Night Board than available assignments in Category B, then remaining Category B assignments shall be assigned to the Day Board, latest quit first, from the bottom up.
3. Category A work shall be assigned next to the Day Board, from the top of the board down, according to quit time, with the earliest quit assigned first.
4. Quit time of special work shall be estimated by RAIL for the purpose of establishing assignment sequence. There is no guarantee that special work will quit at the estimated time.
5. If two or more Rail Operator assignments within the same category quit at the same time, they shall be assigned as follows:
  - a. A run will be assigned before a report.
  - b. An assignment with more pay will be assigned before an assignment with less pay.
  - c. If two assignments pay the same, the assignment with the lesser amount of work including report time and travel time will be assigned first.
  - d. If two assignments pay the same and have the same amount of work including report time and travel time, they will be assigned at the discretion of RAIL.
6. If the number of Extra Board Rail Operators available for work on a regular workday is greater than the number of available runs, reports and special work which fits the definition of a run, then tripper combinations may be inserted in the assignment sequence according to their quit times. Tripper combinations will be made with trippers, pieces of work and special work under seven hours and eleven minutes at RAIL's discretion. Tripper combinations with more than one split will be paid straight-through for the lesser split. Any tripper combination split of 29 minutes or less will be paid straight-through. Rail Operators may be required to perform duties within the Rail Operator job description during paid splits.



7. If the number of Extra Board Rail Operators available for work on a regular workday is less than the number of available runs, reports and special work which fits the definition of a run, runs may be taken out of the assignment sequence and assigned according to the overtime provisions. The runs to be removed from the assignment sequence will be combos, late day runs with a quit time from 6:01 p.m. to 8:00 p.m., and early quit relief runs with a quit time of 8:01 p.m. to 9:59 p.m., in that order.
8. All pieces of work open before the Extra Board's 10:00 a.m. cutoff will be assigned to Extra Board Rail Operators, who are certified and available, as a regular assignment. Any remaining work will be assigned according to the overtime assignment sequence.
9. On holidays, a Rail Operator left without an assignment shall receive the day off at holiday pay. All Rail Operators who request the holiday off via the day off book will be excused before any Rail Operator is forced to take the day off.
10. Any Extra Board Rail Operator who receives an assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-time pay, except in case of extreme emergency. Any Rail Operator who receives an overtime assignment out of sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the assignment s/he should have had or the assignment s/he received, whichever is greater.
11. The following provisions shall apply to Extra Board Rail Operators who choose vacation reliefs:
  - a. Extra Board Rail Operators, except Report Rail Operators, may request to work the runs or reports of Rail Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave of absence of one week or more. Vacant runs or reports may be picked as vacation reliefs until they are filled by a move-up. A Rail Operator will be allowed to pick vacation reliefs only on assignments that have the same RDOs as the Rail Operator on vacation. Rail Operators will pick this work by seniority.
  - b. For a Sunday-schedule holiday, all Extra Board Rail Operators who regularly work that day, and who are working vacation reliefs which have no Sunday assignment, shall pick from all vacant Sunday assignments available after Report Rail Operators have picked.

- c. When a vacation relief assignment ends, the Extra Board Rail Operator shall revert to his/her regular picked position on the Extra Board without any penalty to RAIL. This Rail Operator then becomes eligible for the next available vacation relief, or remainder of an unpicked vacation relief, according to seniority.
  - d. Extra Board overtime policies remain unchanged.
  - e. An Extra Board Rail Operator picking a vacation assignment must work the entire vacation assignment, not including any picked RDO overtime, except as provided in Paragraph c.
12. If an Extra Board Rail Operator's normal sequence assignment conflicts with his/her partial absence or non-driving assignment, then such Rail Operator will be given an assignment which is not a straight run and which has a quit time within one hour of his/her normal sequence assignment. RAIL will attempt to maximize straight-time paid work hours for such Rail Operator.
- F. No Rail Operator's RDO shall be cancelled or changed without the consent of the Rail Operator, except in extreme emergency. Each Extra Board Rail Operator shall have a minimum of 56 hours off for his/her two consecutive RDOs.
  - G. Any Extra Board Rail Operator may request to add or remove a guarantee of 10-1/2 hours off between consecutive days' assignments, provided this is requested in writing at the pick, or prior to 10:00 a.m. on Thursday, to be effective Saturday. Any Extra Board Rail Operator requesting the 10-1/2 hours off between consecutive days' assignments and who would not receive 10-1/2 hours off in the normal assignment sequence will fall out of the normal assignment sequence, and will receive the first available assignment after his/her 10-1/2 hours off.
  - H. An Extra Board Rail Operator who, for any reason, does not receive his/her requested 10-1/2 hours off, may elect to "pass up" by submitting a written statement at the completion of the day's assignment. An Rail Operator electing to pass up will report to the base after his/her 10-1/2 hours off, unless notified to report later.

## **SECTION 10 – REPORT RAIL OPERATORS**

- A. Report assignments will be posted and selected at the Rail Operator pick.
- B. Rail Operators shall pick reports according to the open pick system.
- C. Report Rail Operators will be available for a spread of 13 hours and must accept all work according to Report Rail Operator work rules set forth in this AGREEMENT.

- D. For a Sunday-schedule holiday, a Report Rail Operator having a Sunday report and who regularly works on that day will work his/her Sunday report. A Report Rail Operator on his/her regular workday without a Sunday report may choose to pick from all vacant Sunday assignments, by seniority, or to revert to his/her position on the Extra Board for assignment.
- E. RAIL may adjust picked report times by a maximum of 30 minutes when a change is needed. RAIL shall give five days notice to a Rail Operator whose report will be affected. When changes adversely affect a Rail Operator's personal life or impose serious hardship in reporting to work, the Rail Operator may request that the Operations Superintendent and the UNION review the matter.
- F. A Rail Operator may voluntarily waive his/her 13-hour spread. An Rail Operator may not waive the ten continuous hours off. The maximum spread will be 14 hours or up to 16 hours with mutual consent of RAIL and the Rail Operator. A Report Rail Operator who waives his/her 13-hour spread must still be available for his/her regular shift the next day.
- G. Except as otherwise provided in this AGREEMENT, all time served on report shall be paid. Any Rail Operator required to report shall receive a minimum of two and one-half hours pay. However, a Rail Operator serving on report shall be considered on report, regardless of assignment, until released. Two and one-half hours shall be paid when released from report and assigned work starting more than two and one-half hours after reporting. At the completion of an assignment, a Rail Operator may be released or assigned to further duties. If report time and tripper time are consecutive, report time will be used to make up the tripper guarantee. Report time will stop at the beginning of pay time.
- H. At the beginning of each shake-up, RAIL shall define the number of report positions and the report time of each position. Additional report assignments may be added at the discretion of RAIL, provided that any assigned or picked report shall not share the same report time. If RAIL determines that it is necessary to continue these additional report times for the remainder of the shake-up, they will be subject to a move-up.
- I. The Rail Operator with the earliest first report time gets the first piece of work that is or becomes available within his/her 13-hour spread, except in cases of emergency. If the assignment is less than eight hours work time, the Rail Operator may be assigned additional work within the terms of this AGREEMENT. When assignments have the same quit time, the rules of Section 9, Paragraph E.5 also apply to Rail Operators on report. Rail Operators on late report follow the last Report Rail Operator and the last Rail Operator on pass-up.

- J. At the discretion of the Dispatcher, assignments that become available for Report Rail Operators may be broken up if necessary to keep service in operation.
- K. Work available at the time a Report Rail Operator is released from an a.m. assignment may be assigned at that time for the remainder of the day at the discretion of the Dispatcher.
- L. An Rail Operator required to serve on report on a Saturday, Sunday or Sunday-schedule holiday, shall serve continuous report until given work or released for the day.
- M. Should a Rail Operator who has picked a regular report, and another Rail Operator who has a non-regular report share the same initial report time, the Rail Operator who must be off earliest will be first up. If both Rail Operators must be off at the same time, the Rail Operator with the regular report will have first right of refusal for the assignment. Should two or more Extra Board Rail Operators have the same initial report time, the most senior Rail Operator will have first right of refusal on an available assignment.
- N. No Report Rail Operator will be required to work prior to report time.
- O. A Report Rail Operator with a partial absence or non-driving work assignment that is within his/her 13-hour spread will be removed from his/her report and given an assignment that starts no earlier than the start time of his/her report assignment and has a scheduled quit time within his/her normal spread or within 13 hours of his/her non-driving work assignment, whichever is earlier. RAIL will attempt to maximize straight-time paid work hours for such Rail Operator.

## **SECTION 11 – OVERTIME**

- A. All hours worked in excess of eight hours in the scheduled workday or work on a RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.
- B. A Rail Operator working a regular run on his/her RDO shall be paid for eight hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Rail Operator who works two separate and complete runs on the same day will be paid such guarantee for each run. A Rail Operator assigned overtime on his/her RDO, per Paragraph D.2 and D.4, shall be guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.
- C. All runs shall be assigned and every available Rail Operator shall have work before any overtime assignment is made.

- D. If overtime is available it shall be assigned by seniority with the greatest pay time first, according to the following Rail Operator sequence.
1. Extra Board Rail Operators on regular workday, within spread.
  2. Extra Board Rail Operators and Report Rail Operators on an RDO.
  3. Regular Rail Operators on regular workday.
  4. Regular Rail Operators on an RDO.
  5. Extra Board Rail Operators on regular workday voluntarily exceeding their spread time, except as provided in Section 4, Paragraph L.
  6. Extra Board Rail Operators on regular workday and Report Rail Operators who have reverted to their positions on the Extra Board, forced in inverse order of seniority.
- E. No Rail Operator shall be required to work on his/her RDO. No Regular Rail Operator shall be assigned overtime work unless s/he volunteers for such work.
- F. If no Rail Operator is available to work, other certified Employees may be used to sustain service until a Rail Operator is located to perform the work. If no other certified Employee is available to work, other certified employees may be used to sustain service until a certified Employee is located to perform the work. (Note: as defined earlier in this AGREEMENT, upper case "Employee" denotes ATU Local 587 members and lower case "employee" denotes other employees.)
- G. Any Rail Operator volunteering for overtime shall be required to work the overtime assigned.
- H. An Extra Board Rail Operator may request to add or remove overtime availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday. Rail Operators who remove overtime availability may be assigned overtime only in accordance with Paragraph D.6.
- I. A Regular Rail Operator may request to be added to or removed from the overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
- J. RAIL may post overtime trippers for pick.
1. A Regular Rail Operator may select one overtime tripper per day, including his/her RDO. An Extra Board Rail Operator may select one overtime tripper for each RDO.

2. If all posted trippers are not picked, the balance shall be offered for pick to all Rail Operators by Rail Operator seniority. A Rail Operator may pick a second tripper per day at this time. An Extra Board Rail Operator may not pick a tripper on his/her regular day to work. Any remaining trippers shall be assigned according to the work rules.
3. A Rail Operator who has picked an overtime tripper will be assigned that tripper on the day(s) picked unless excused.

## **SECTION 12 – SPECIAL ALLOWANCES**

- A. Twenty minutes report time shall be paid for pre-departure check-out. However, this provision does not apply to mainline reliefs.
- B. Thirty minutes straight-time pay shall be paid for the first report of each accident. If a Rail Operator is required to fill out a separate report by the State of Washington or a local police department, an additional 30 minutes straight-time pay shall be paid. If the Safety Officer approves the first accident report and the Rail Operator is called in to fill out an additional report other than those for the State of Washington or local police departments, an additional 30 minutes straight-time pay shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid for the first report of each accident involving a collision with another vehicle in which both vehicles are moving or in any collision with a pedestrian.
- C. The following straight-time premiums shall be paid only when these reports cannot be completed during platform hours. To be paid, a Rail Operator must submit complete and accurate reports:
  1. Incident reports, except those involving Rail Operator assaults – 10 minutes.
  2. Incident reports involving Rail Operator assaults – 20 minutes.
  3. Vandalism reports – 5 minutes.
  4. Found tags – 5 minutes.
  5. Rail Operator Request slips – 5 minutes.
  6. Safety reports, when requested by a supervisor – 5 minutes.
  7. Service reports, when requested by a supervisor – 5 minutes.
- D. A Rail Operator who is not on report shall be paid a minimum of one hour straight-time pay for a train change.
- E. One hour straight-time pay shall be paid to a Rail Operator for each day spent instructing a student.

- F. If a Rail Operator is working an overtime assignment, and the overtime rate applies, s/he will be paid at the overtime rate or receive a minimum of two hours and thirty minutes of straight time pay, whichever is greater.
- G. The minimum time paid for extra assignments for Rail Operators shall be the equivalent of two and one-half hours straight-time pay (one hour forty minutes overtime pay).
- H. An Extra Board Rail Operator, who works past a twelve-hour spread on a workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve hours.
- I. Each Regular, Report or Extra Board Operator, who works a combo or frag having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of 10-1/2 hours.
- J. Mainline relief travel time shall be paid at the applicable rate based upon the maximum time required for travel from the base to a relief point during the applicable period of the day. This provision shall not apply to reliefs occurring at the Operations and Maintenance Facility relief shack.
- K. A Rail Operator who is relieved on the road and is directed by RAIL to return to the base to submit an accident or incident report or a found item will be paid travel time at the applicable rate.

### **SECTION 13 – UNIFORMS**

- A. Upon completion of training and after certification, a newly hired Rail Operator shall be issued no less than four shirts, three pairs of pants, one sweater, and one parka. Thereafter, the uniform allowance shall be available annually on the Rail Operator's anniversary of rail certification.
- B. A uniform allowance of twelve times the top step Rail Operator wage rate on January 1 of each year shall be available annually on each Rail Operator's certification date. The uniform allowance may be used only to purchase authorized uniform items. A Rail Operator who does not pick an assignment and who is not required to be in uniform will have his/her uniform allowance for the following year reduced by one-third of the annual allowance for each shake-up on such status.
- C. Uniform allowance balances may be carried over if unused. A Rail Operator's accrued allowance may not exceed 25 times the top step Rail Operator wage rate that will be in effect on January 1st immediately following the effective date of this AGREEMENT.

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- D. Rail Operators are required to be in uniform while on duty. When uniform garments are not available, an out of uniform slip will be given to the Rail Operator by the Supervisor before the Rail Operator goes on duty. Uniforms shall be worn only to and from work and while on duty. Union garments and other items with ATU insignia approved by RAIL shall be considered acceptable uniform attire
- E. Footwear designated by METRO may be purchased with the uniform allowance. Footwear must meet the current standards of uniform footwear for Rail Operators.
- F. All uniform items will be union made, unless mutually agreed between the PARTIES.
- G. Rail Operators who leave RAIL in good standing shall not be required to return items which came with a Sound Transit insignia.



## **ARTICLE R19: RAIL SUPERVISORS**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

- A. A “Rail Supervisor” shall mean a person employed by RAIL on a regular full-time continuing basis who may perform the job duties of, including but not limited to:
- Dispatcher
  - Field supervisor
  - Operations controller
  - Rail instructor
- B. A “Rail Supervisor-in-Training (RSIT)” shall mean an Employee who is training to become a Rail Supervisor.

### **SECTION 2 – MUTUAL RESPONSIBILITIES**

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

### **SECTION 3 – RAIL SUPERVISOR-IN-TRAINING**

- A. Appointment of Rail Supervisor-In-Training. Candidates for these positions shall be selected from qualified Employees. The first class from the list will be appointed based on merit. The remaining list of candidates resulting from each recruitment shall be supplied to the UNION for seniority ranking, and will remain in effect until exhausted.
- B. The selection process for RSITs shall be based on an Employee’s ability, training, education, experience, and job performance, as determined by appropriate testing procedures and evaluation. Candidates on the list must meet the hiring criteria at the time they are offered a position as RSIT. An Employee who does not meet the qualification requirements at the time of appointment, or who declines an offer, will be removed from the list; such Employee may reapply during a subsequent recruitment. The list will remain in effect until exhausted.

- C. Testing procedures for RSIT candidates shall be developed with input from Rail Supervisors. A Rail Supervisor, selected by Rail after consultation with the UNION, shall be included in the RSIT candidate selection process.
- D. RSITs shall be placed in that classification for twelve months, during which time they shall be required to qualify as Dispatcher, Field Supervisor, and Operations Controller. Failure to qualify shall result in termination as RSIT and return to previous classification with no loss in seniority. Rail shall establish and publish standards for qualification and, with input from instructing Rail Supervisors, will determine in each case whether the RSIT has successfully qualified.
- E. Upon appointment, RSITs shall be subject to a twelve-month probationary period.
- F. Upon appointment, RSITs shall receive a voucher for four pairs of uniform pants, six uniform shirts or blouses, one sweater, one parka, and one hat. The same items shall be issued to Rail Supervisors newly hired from Bus Supervisor positions.

#### **SECTION 4 – PICKS**

- A. In the spring and fall of each year, when a facility opens or closes, or when mutually agreed by the PARTIES, all shifts required in the job classification of Rail Supervisor will be posted for a general pick. Copies of shifts to be picked will be posted at all work sites 14 days prior to the pick. RAIL also will issue each RAIL Supervisor and the UNION a copy of this information. After the posting, there will be a review period in which changes may be made by RAIL. No changes will be made five days prior to the pick date unless mutually agreed by the PARTIES. Implementation of the spring pick will occur between April 1 and April 15 and implementation of the fall pick will occur between October 1 and October 15. The two general picks will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general pick.
- B. Rail Supervisor shifts will be classified as regular and relief. Employees will be permitted to select shifts and vacations in accordance with individual seniority. All shifts will be available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by the PARTIES.

- C. A Rail Supervisor who will not be available to pick must leave, with the UNION, his/her choices of shifts in order of preference. Failure to do so will result in the UNION representative making every effort to select a shift comparable to the assignment last selected at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure. An Employee shall not be compensated for time spent in the pick unless it is during his/her regular working hours.
- D. A UNION representative shall certify the pick.
- E. All Rail Supervisors' shifts, excluding relief shifts, once picked, will not have hours, significant duties, or RDOs changed during a shake-up without approval of the affected Rail Supervisor(s) and the UNION.
- F. At each pick, Supervisors may volunteer in writing to work overtime.
- G. All regular shifts shall have at least ten hours off between consecutive day's shifts. Shifts must be picked in a way that does not jeopardize time off or RDO guarantees found elsewhere in this AGREEMENT. Should either party be adversely affected by this Paragraph, the PARTIES agree to meet and negotiate necessary changes.
- H. Any deviation to shift schedules for holidays will be posted at pick.
- I. Pick will be governed by the provision of this Section and by guidelines mutually developed and agreed by the PARTIES.

#### **SECTION 5 – MOVE-UPS**

- A. When a vacancy occurs during a shake-up in any Rail Supervisor position, a seniority move-up will be held within 14 days if RAIL elects to fill the vacant shift. Remaining vacant shifts may be offered in seniority order to fully qualified RSITs.
- B. Move-ups may not be requested during the last eight weeks of the current shake-up.

#### **SECTION 6 – WORK ASSIGNMENTS**

- A. The Rail Supervisor job classification, except for RSIT, shall have regular shifts and relief shifts. All shifts will be available for pick according to the pick guidelines.
- B. All shifts for Rail Supervisors shall be completed within a continuous eight or ten hour period.
- C. Regular shifts shall consist of five consecutive days of work (or four days if it is a 4/40 assignment) in a workweek, with each workday guaranteed eight or ten hours, respectively. Regular shift RDOs shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular shifts will be assigned in their entirety unless otherwise approved by the unit supervisor or designee. When a shift is cancelled, the unit supervisor or designee will notify the UNION.

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- D. Relief shifts will be guaranteed 40 hours of work per workweek, with an eight-hour guarantee each workday. RDOs and shifts for Relief Rail Supervisors shall be posted by Friday of the week before each pay period ends for each pay period. There will be two consecutive RDOs (or three consecutive RDOs for 4/40 assignments) for each 40-hour week, except for Relief Rail Supervisors with Friday and Saturday RDO combinations switching to another RDO combination or vice versa. RDOs will not be changed or cancelled without the consent of the affected Rail Supervisor, except in an emergency. The RDOs for Relief Rail Supervisors may change each pay period as a result of the availability of assignments.
- E. Prior to the end of each pay period, each Relief Rail Supervisor will pick his/her assignment for the next pay period from the known available assignments and available RDOs, by seniority. Each pay week will be picked separately. Assignments selected the first week will not affect selections in the second week, except where minimum time off between shifts and/or 54 hours off for RDOs would be compromised.
- F. If there are not enough work assignments for all Relief Rail Supervisors to choose from, extra assignments may be created. RAIL may change a Relief Rail Supervisor's extra assignment by up to four hours, provided the change is made at least twelve hours before the start time of the Rail Supervisor's extra assignment, except as provided in Paragraph G. In an emergency, or with the Relief Rail Supervisor's consent, a Relief Rail Supervisor's extra assignment may be changed by more than four hours and with less than twelve hours notice. Relief Rail Supervisors who have picked extra assignments must check in between twelve and eight hours prior to the scheduled start of the extra assignment to find out if there is a change.
- G. All Rail Supervisors shall have at least 54 hours scheduled off for their two consecutive RDOs.
- H. RAIL will determine the number of relief shifts, but the number of relief shifts will not exceed one-third of the total of all shifts with a minimum of three.

- I. RAIL agrees to assign all special project assignments by giving equal consideration to the Rail Supervisor's education, ability and experience as it applies to each assignment. Special project assignments will be posted for regular Rail Supervisors to apply for and selection shall be based on the above criteria if the special project assignment is to exist for 30 days or more. If the special project assignment is in excess of 90 days, the special project assignment will be rotated among those Rail Supervisors who applied and who meet the above criteria, provided the rotation does not result in project delay. METRO also recognizes the need for ongoing optional training programs which will allow Rail Supervisors to become better qualified for their present work assignments or for advancement.
- J. Except where modified by historical practice, agreement or mutual understanding, any work that has been historically or traditionally performed only by Rail Supervisors will not be performed by any other individual.
- K. When a shift remains unfilled within one hour of the start time of the shift and RAIL determines that the shift cannot be cancelled, a Rail Supervisor working a different shift with hours overlapping the vacant shift may be required to fill any portion of the designated shift. The hours worked by the Rail Supervisor cannot be changed more than 30 minutes except by mutual agreement. When determining which Rail Supervisor will fill the shift, RAIL will consider seniority, Rail Supervisor qualification, business requirements and the Rail Supervisor's desire to change work assignments.
- L. To meet service needs, Rail Supervisors may be assigned to other duties within their job classification. Any wage differential included in a shift will be maintained if a Rail Supervisor is assigned other duties during his/her shift.
- M. RAIL will determine the staffing needs for each special event day. When RAIL has determined which shifts will be required to work, Rail Supervisors will be offered the special event assignment in seniority order, as follows:
  1. Rail Supervisors on regular workday
  2. Rail Supervisors on their RDO
  3. Should no Rail Supervisor accept the special event assignments, they may be assigned by inverse seniority to Rail Supervisors on regular day to work.
- N. Known special event assignments shall be posted at the pick. Special event service that is not posted at the pick shall be made available through the assignment/overtime process.

## **SECTION 7 – SPECIAL ALLOWANCES**

- A. Rail Supervisors will be paid a 5% premium above the Rail Supervisor wage for all time paid when assigned as an Operations Controller.
- B. A Rail Supervisor shall receive two hours straight-time pay for each shift during which s/he instructs an RSIT or non-qualified Rail Supervisor or a Rail Supervisor who requires a refresher or retraining for which RAIL requires a written evaluation. This pay will be contingent on the completion of an evaluation of the trainee's performance.

## **SECTION 8 – OVERTIME**

- A. All hours worked in excess of a Rail Supervisor's daily guarantee on a regular workday shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.
- B. Any work performed on a RDO shall be paid at the overtime rate with minimum pay of four hours. No Rail Supervisor will be required to work on his/her RDO except in an extreme emergency. Should no Rail Supervisor accept an overtime assignment, it may be assigned by inverse seniority to Rail Supervisors who are scheduled to work that day as part of their regular assignment.
- C. All overtime will be assigned according to guidelines mutually developed and agreed by the PARTIES.
- D. Posted special event assignments will be available for pick by Rail Supervisors. These assignments will be known as future overtime and will be credited to the Rail Supervisor in advance and combined with overtime hours actually worked.

## **SECTION 9 – VACATION SELECTION**

The selection of vacation will follow those guidelines set for vacation selection and accrual in Article R9 with the following exceptions:

- A. Rail Supervisors will pick vacations by Rail Supervisor seniority order once per year. At the spring pick, Rail Supervisors will select vacations in increments of no less than five days, by seniority. After all first choices are filled, by seniority, second, third, fourth and fifth choices will be selected in that order, by seniority. Appropriately accrued vacation will be used in the selection of these periods.
- B. The number of Rail Supervisors allowed on vacation during the same period shall be at least one.
- C. A Rail Supervisor may use his/her current vacation accrual in single-day increments with the approval of his/her immediate supervisor.

**SECTION 10 – GENERAL AND SPECIAL BENEFITS**

- A. Upon the approval of RAIL, at least one Rail Supervisor per day shall be allowed to use a personal holiday.
- B. Annually, on the fourth Monday in January, a uniform allowance payable by voucher of twelve times the top step of the Rail Supervisor wage rate on January 1 of each year shall be available for each Rail Supervisor. The maximum uniform allowance balance, which may be carried over into the next year is \$500. The uniform voucher may be used only to purchase authorized uniform items. When a Rail Supervisor needs to replace his/her all-weather parka or jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the above allowances, a Rail Supervisor may be reimbursed once each calendar year for one pair of personal work shoes costing up to an amount of six times the top step of the Rail Supervisor wage. To receive reimbursement the shoes must meet the current standards of uniform footwear for Rail Supervisors.
- C. All necessary safety and foul weather gear will be provided by RAIL.
- D. Rail Supervisors will receive hands-on orientation on all Rail equipment within 90 days of its use in service. Those Rail Supervisors who are directly involved in the operation/service of the special equipment will receive orientation or training on such equipment.
- E. It is RAIL's responsibility that all Rail Supervisors will be trained and certification kept current in first aid, Automated Emergency Defibrillator (AED) and cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable rate of pay.
- F. Rail Supervisors selected by the UNION will participate in the Rail Labor-Management Relations Committee as needed.
- G. RAIL will complete a written description of the duties and responsibilities of each shift.
- H. RAIL will determine the number of Rail Supervisors allowed to have time off through day off book procedures and will accommodate Rail Supervisor requests consistent with daily staffing requirements. Requests for AC days may not be entered into the day off book more than one calendar month in advance of the day(s) off desired.

## **ARTICLE R20: RAIL VEHICLE MAINTENANCE EMPLOYEES**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

“Rail Vehicle Maintenance Employees” shall mean all Employees in the following job classifications:

- Electromechanic
- Maintenance Service Center (MSC) Worker
- Rail Service Worker

### **SECTION 2 – GENERAL CONDITIONS**

- A. RAIL shall not adopt time estimates contained in flat-rate mechanics books for scheduling or evaluation purposes. RAIL work standards are exempted from this provision.
- B. When it is necessary to ensure safety, shop trucks will carry an additional qualified Employee. No Employee will be required to perform an unsafe procedure.

### **SECTION 3 – WORK ASSIGNMENTS**

- A. The workweek shall consist of five consecutive days, except when an Employee’s pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.
- B. A new Employee shall be assigned by RAIL until the next pick or move-up.
- C. Employees may be detailed for training until fully qualified. The training time will be determined by the PARTIES.
- D. Assignment of specific duties on any shift shall be at the discretion of RAIL.
- E. An Employee who is required to attend training will be given at least seven days notice if the training is outside his/her normal shift hours.



- F. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday; the day shift shall be considered the second; and the swing shift shall be considered the third.
- G. Should it become necessary to alter a shift during a shake-up and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation which requires an alteration in the start or quit times of a shift, such Employee may request that RAIL consider their request. RAIL will then contact the UNION to review the matter. Should a personnel dispute occur, either party can submit the dispute to the King County Alternative Dispute Resolution program.
- H. For holiday work assignments, RAIL will determine the staffing needs for each shift. When RAIL has determined which classifications will be required to work, Employees in those classifications will be offered the holiday assignment, by seniority, as follows:
  1. Employees on regular day to work
  2. Employees on their RDO
  3. By inverse seniority, to Employees on regular day to work

#### **SECTION 4 – VOLUNTEER ASSIGNMENTS**

- A. If a vacancy/assignment occurs, RAIL may fill the vacancy/assignment in seniority order with a volunteer.
- B. A volunteer assigned to a different work shift will continue to receive the shift differential, if any, associated with his/her picked shift or the shift differential associated with the shift to which the volunteer is assigned, whichever is greater.

#### **SECTION 5 – LEAD EMPLOYEES**

- A. If a permanent Lead program is developed, the provisions of this Section shall apply, unless otherwise negotiated.
- B. When a permanent vacancy occurs within a Lead classification, the position will be filled by a recruitment. Applicants must be current Employees in the classification being led and must have, as of the last day applications are accepted, a minimum of two years experience in that classification at RAIL.
- C. Lead Employees shall be selected on the basis of ability, training, education, experience, and job performance as determined by appropriate testing procedures and/or evaluations which will be developed with input from the Leads and the UNION.

- D. Each Lead Employee in the Vehicle Maintenance Division shall receive a 10% differential above the top step of the existing wage rate and any shift differential of the classification for which s/he serves as a Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift differential, plus 10%.
- E. Lead workers have the responsibility of coordinating the work of the Employees to whom they are assigned to provide lead direction. Lead workers assign job tasks and direct Employees' efforts to ensure that work gets done effectively while treating all Employees with respect and in a fair and consistent manner. A Rail Vehicle Maintenance Lead will be considered a working Lead. In addition to his/her Lead duties, a Lead shall continue to perform the regular work of the classification s/he is leading.
- F. No Lead Employee will discipline other Employees or perform formal Employee evaluations.
- G. For overtime and holiday work assignments: When performing the regular work of the classification that s/he is leading, the Lead of that specific classification will be offered the assignment (by base, by shift, by seniority) only after Employees in that classification have been asked first.

## **SECTION 6 – UPGRADE LEADS**

- A. RAIL may upgrade employees to Lead status at its discretion.
- B. Upgrade Lead Employees shall be selected on the basis of ability, training, education, experience, and job performance as determined by appropriate testing procedures and/or evaluations which will be developed with input from the UNION.
- C. Each Upgrade Lead Employee in the Rail Vehicle Maintenance Division shall receive a 10% differential above the top step of the existing wage rate and any shift differential of the classification for which s/he serves as an Upgrade Lead. Lead pay shall be calculated as follows: regular hourly rate, plus shift differential, plus 10%.
- D. Upgrade Lead workers have the responsibility of coordinating the work of the Employees to whom they are assigned to provide lead direction. Upgrade Lead workers assign job tasks and direct Employees' efforts to ensure that work gets done effectively while treating all Employees with respect and in a fair and consistent manner. A Rail Vehicle Maintenance Upgrade Lead will be considered a working Lead. In addition to his/her Lead duties, an Upgrade Lead shall continue to perform the regular work of the classification s/he is leading.
- E. No Upgrade Lead Employee will discipline other Employees or perform formal Employee evaluations.

**SECTION 7 – PICKS AND MOVE-UPS**

- A. Consistent with Rail Operator picks, three times each year, when a facility opens or closes, or when RAIL schedules a section-wide pick, the number of Employees required on each shift shall be posted.
- B. At the pick, each Employee listed in Section 1 will be permitted to select, by classification seniority, his/her shift (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL Manager/designee will meet with the UNION Executive Board Officer for Rail and the Vice President/ Assistant Business Representative - Maintenance/designee to discuss and identify any ongoing or planned special projects that may be appropriate for posting on the pick sheets.
  - 1. If a permanent Lead program is developed, all permanent Lead Employees shall pick once annually prior to the first pick of the year for other Rail Vehicle Maintenance Employees.
- C. Copies of the pick schedules and shifts will be posted ten days prior to the start of the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting, RAIL will notify the UNION before the modification is posted. No changes will be made less than five days prior to the pick.
- D. RAIL will make arrangements for each Employee to be available to report to an appropriate pick location at least ten minutes ahead of his/her pick time to examine available work assignments. An Employee shall be compensated for the time spent in the selection process when it is during his/her work hours.
- E. A UNION representative for Rail will be present and facilitate the pick.
- F. An Employee, who is unable to attend the pick, can submit an absentee pick form with the RAIL designee, as identified on the pick schedules, indicating his/her work preferences. The RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so will result in the UNION representative picking an assignment for the Employee. The UNION representative shall make an effort to select an assignment comparable to the last picked position (shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

- G. When RAIL determines that an Employee will be unavailable for work for an entire shake-up, that Employee shall not pick a shift. The UNION Executive Board Officer for Rail will be notified prior to the pick process. If such Employee returns to work during a shake-up, s/he may return to his/her previous picked position, if such still exists, or to a position as close as possible to the assignment s/he was working previously. RAIL and the Employee may mutually agree to a different assignment, and the UNION will be notified.
- H. If a vacant position is to be filled or a new position is created, Employees in that classification will have a move-up if requested by the UNION.

### **SECTION 8 – VACATION SELECTION**

- A. Vacations will be picked by classification once each year no later than March 15th.
- B. The number of Employees allowed to take vacation shall be 10% of the Employees in that classification, rounded to the nearest whole number. However, the number of Employees in each job classification allowed on vacation shall not be less than two Electromechanics, one MSC Worker, and one Rail Service Worker.
- C. Vacation may be selected in blocks of one or more full weeks. The selection of vacations by Rail Vehicle Maintenance Employees shall be extended over the entire calendar year. An Employee who takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second selection; etc., until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the Employee's RDOs.
- D. A Rail Vehicle Maintenance Employee may use vacation or accumulated time in increments of one or more hours, provided s/he has available vacation or accumulated time and subject to advance approval by his/her immediate supervisor.

### **SECTION 9 – OVERTIME**

- A. All hours worked in excess of eight in the scheduled workday or work on an Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for the classification for actual overtime hours worked.
- B. An overtime assignment of four hours or less will be offered to a job classification within a base and seniority, to qualified Employees who are working the shift preceding or succeeding the shift where the work is to be accomplished and/or performed.

- C. Overtime assignments of more than four hours will be offered to a job classification within a base by seniority, to qualified Employees, including Employees on their RDO.
- D. Scheduled or planned overtime will be posted. An Employee who wishes to receive scheduled overtime shall sign up on an overtime list posted at his/her workplace. Each overtime sign-up list will close at the beginning of the specified shift on the designated close date. An Employee who is not on the overtime list will not be eligible for scheduled overtime.
- E. A full shift overtime assignment shall first be offered in its entirety before it is split and offered in smaller pieces.
- F. An Employee who is awarded the overtime on the list will be subject to the Section 12 – Attendance Management procedures of this AGREEMENT.
  - 1. If the Employee awarded the overtime calls sick, the overtime shall be offered first to Employees that volunteered for the assignment during its original post time-frame.
  - 2. The Employee awarded the overtime shall submit a leave request for approval if s/he no longer wishes to volunteer for that assignment. The overtime will be offered first to Employees that volunteered for the assignment during its original post time-frame.
- G. Should no Employee accept the overtime assignment, it may be assigned by inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime may be assigned to the next least senior Employee.
- H. An Employee on light duty status shall not be eligible for overtime.
- I. An Employee who is scheduled for paid time off and who is interested in working on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her immediate supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to these RDO's also require this notice. For overtime assignment, s/he will be considered in seniority order in accordance with Paragraphs C and D.
- J. Overtime on any shift shall be computed at the rate paid for the Employee's regularly-scheduled shift. Overtime on day shift extending into swing shift shall be paid with no hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave shift overtime rate of pay.

- K. In the case of an extreme emergency, RAIL can assign overtime work to any qualified Employee. An Employee who works overtime during an extreme emergency shall be limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.
- L. A RAIL Vehicle Maintenance Employee, who has gone home after his/her regular shift and who is called back to work and reports for work, will be guaranteed at least four hours pay at the overtime rate.
- M. A RAIL Vehicle Maintenance Employee called in before his/her regularly-scheduled report time and in conjunction with his/her regular shift will be paid for actual hours worked.
- N. The following governs Electromechanics-in-Training overtime and holiday work assignments. When performing the regular work of the classification of Electromechanic, an Electromechanic-in-Training will be offered a work assignment, by seniority, only after Electromechanics and Lead Electromechanics in that classification have been asked first. Electromechanics-in-Training will not be subject to inverse seniority to fill work assignments for the Electromechanic classification for overtime or holidays work assignments.

**SECTION 10 – SHIFT DIFFERENTIAL**

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

<b>Classification</b>	<b>Swing Shift</b>	<b>Graveyard Shift</b>
Electromechanic	2.40%	3.19%
Rail Service Worker	2.95%	3.93%
Maintenance Service Center Worker	2.75%	3.66%

**SECTION 11 – SPECIAL BENEFITS**

- A. A tool allowance shall be provided annually, on Employees’ regular paychecks, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the classification of Electromechanic. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2014	\$826
2015	\$826
2016	\$826

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

- B. RAIL shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be for actual replacement cost of the inventory on file. Except at the discretion of RAIL, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. METRO shall be liable for any tool boxes damaged in or stolen from the worksite. Each Employee shall have on file with his/her immediate supervisor an up-to-date inventory of tools designating the type, size and manufacturer. Photographs will also be acceptable. RAIL shall have the right to inspect the inventory of tools. However, an Employee shall be allowed three days after the inspection to locate any tools which s/he 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 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited to, a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each Employee shall be entitled to a RAIL voucher to be applied toward purchases of footgear (one pair of boots and cushioned inserts identified on the RAIL voucher at time of purchase). The maximum RAIL contribution paid by such voucher shall be \$200 per Employee as provided in Paragraph E.
- E. RAIL shall provide and maintain necessary safety clothing, uniforms and equipment. Replacement items shall be issued when the item is lost, stolen, damaged or worn out.

- F. When an Employee is informed during his/her regular shift that overtime in excess of two hours beyond the end of the regular shift will be required, or when an Employee is called at home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a 30-minute unpaid meal period or a 15-minute paid break, at the Employee's preference.
- G. Except where modified by historical practice, agreement, or mutual understanding, duties traditionally performed by the Employees in the job classifications listed in Section 1, will be performed only by Employees working in those classifications.
- H. Rail Vehicle Maintenance Employees may use the ten minutes prior to the end of their workday for personal clean-up.
- I. When upgraded to a higher paid classification, an Employee shall be paid at the wage step which provides at least a 10% increase above his/her current rate of pay. However, no upgraded Employee shall be paid more than the top step of the classification to which s/he has been upgraded.
- J. RAIL will provide a secure area at each work location for UNION related materials accessible to all UNION representatives at that location.

## **SECTION 12 – ATTENDANCE MANAGEMENT**

- A. The PARTIES recognize that Rail Vehicle Maintenance duties and functions are time critical and that Employees have the responsibility and obligation to be at work on time each day. Rail Vehicle Maintenance Employees will be subject to the following terms, which supersede any conflicting provisions elsewhere in the AGREEMENT.
- B. Rail Vehicle Maintenance will monitor and record attendance using the terms of late occurrence and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that call one-half hour before his/her shift to request unscheduled leave and then are requested to come to work, provided they report to work in a reasonable time. An Employee can use AC time or vacation time to make up lost time.
- C. A late occurrence (six minutes to two hours) shall be managed and recorded as follows:
  - 1. An Employee may complete any time left on his/her shift.
  - 2. An Employee may work a full eight hours or ten hours for 4/40 Employees even though this work would continue into the next shift.
  - 3. An Employee may not use AC time or vacation to make up lost time.
  - 4. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.



5. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.
  6. Late occurrences will be recorded in a 180-day rolling time frame as follows:
    - 1st through 5th occurrence – Employee and immediate supervisor initial the attendance card.
    - 6th occurrence – One-day suspension without pay.
    - 7th occurrence – Discharge, treated as a major infraction as defined in Article R4.
- D. Unexcused absences (over two hours late) shall be managed and recorded as follows:
1. An Employee may complete his/her shift only.
  2. An Employee may not use AC time or vacation to supplement his/her regular shift pay.
  3. Such Employee is not eligible for overtime that day.
  4. Unexcused absences will be recorded in a twelve-month rolling time frame as follows:
    - 1st and 2nd occurrence – Employee and immediate supervisor initial the attendance card.
    - 3rd occurrence – One-day suspension without pay.
    - 4th occurrence – Discharge, treated as a major infraction as defined in Article R4.
- E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.
- F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five working days of the occurrence.
- G. An Employee who had a late occurrence or unexcused absence removed from the attendance management record has the option to use vacation leave, AC time or sick leave, as appropriate, to make up lost time.
- H. The PARTIES agree to review this Section on an annual basis.

**SECTION 13 – ELECTROMECHANIC TRAINING PROGRAM**

RAIL will create a training program for Bus Employees to be trained for Electromechanic vacancies. Bus 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.

**SECTION 14 – HIRING OF ELECTROMECHANICS**

If an insufficient number of qualified internal candidates apply for a vacant Electromechanic position, METRO may conduct an external recruitment.

**SECTION 15 – VEHICLE MAINTENANCE LABOR-MANAGEMENT RELATIONS**

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

## **ARTICLE R21: WAY, POWER AND SIGNALS EMPLOYEES**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

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

- Grounds Specialist
- Lead Rail Facilities Custodian
- Lead Rail Station Custodian (Lead Transit Custodian)
- Rail Facilities Custodian
- Rail Facilities Mechanic
- Rail Laborer
- Rail Signal and Communications Technician
- Rail Station Custodian
- Rail Track and Right of Way Maintainer

### **SECTION 2 – SUBCONTRACTING**

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

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

- A. Until October 31, 2013, vacancies in the Rail Station Custodian classification shall be filled by qualified Facilities Custodian applicants by seniority. Thereafter, METRO shall use the regular, open, competitive process, which is used for most UNION positions.
- B. If no internal applicants are qualified for the promotional opportunity, RAIL shall use an open and competitive hiring process.

### **SECTION 4 – WORK ASSIGNMENTS**

- A. The workweek shall consist of five consecutive days, except when an Employee’s pick makes this impossible. An Employee will be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular weekly schedule consisting of four ten-hour shifts will be governed by the provisions in Article R13.
- B. If it becomes necessary to alter a shift, and such alteration imposes a serious hardship on the Employee, such Employee may request that the PARTIES review the matter.

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- C. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday, the day shift the second, and the swing shift the third.
- D. For holiday work assignments, RAIL will determine the staffing needs for each shift. Holiday work assignments will be subject to language in Section 9, Paragraph C.
- E. Assignment of specific duties on any shift shall be at the sole discretion of RAIL.

**SECTION 5 – UPGRADES**

- A. The provisions of Article R14, Section 3, Paragraph A, shall not apply to Way, Power and Signals Employees. Instead, all assigned work in a higher paid classification will be paid at the higher rate of pay for actual time worked up to four hours. Assigned work in a higher paid classification in excess of four hours will be paid at the higher rate of pay for the entire shift. Overtime will be paid at the overtime rate for the higher paid classification.
- B. Upgrades will be based on qualifications, as determined by RAIL.
- C. Seniority will determine which Employee is upgraded among equally qualified Employees.
- D. An Employee who declines a temporary upgrade opportunity may not displace the Employee who accepted it, regardless of seniority.
- E. Training opportunities for upgrade qualification will be offered on a rotating basis using a sign up sheet established by seniority.
- F. An Employee upgraded to a regular Lead position shall receive 10% above the top step of the wage rate of the classification for which s/he serves as a Lead.
  - 1. If RAIL determines that a Lead position will be needed for a project or crew which has three or more Employees and/or will last for more than 90 days, and/or when justified by the additional responsibilities and coordination, RAIL will assign a regular journey-level Lead instead of a designated Lead.
  - 2. Employees upgraded to a regular Lead position will be selected from Employees on the project or crew who have completed probation.
  - 3. Each regular Lead will be considered a working Lead. In addition to his/her Lead duties, a regular Lead shall continue to perform his/her assigned duties.
  - 4. No regular Lead will discipline other Employees (as defined by Article R4, Section 2(A)).

## SECTION 6 – DESIGNATED LEADS

- A. Each designated Lead in the Way, Power and Signals sections shall receive a 10% differential above his/her existing wage rate for his/her classification.
- B. A designated Lead will be assigned by the immediate supervisor or chief at the discretion of RAIL, bearing in mind Employees' interests in receiving training opportunities and opportunities to experience Lead work assignments, and taking into account Employees' abilities, training, education, experience, seniority, and job performance.
- C. Any Employee who trains a newly hired Employee will receive designated Lead pay. Lead pay for training shall be assigned at the discretion of RAIL.
- D. Assigned lead work will be paid at the higher rate of pay for actual time worked up to four hours. Assigned lead work in excess of four hours will be paid at the higher rate of pay for the entire shift.
- E. A designated Lead will be considered a working Lead. In addition to his/her designated Lead duties, a designated Lead shall continue to perform his/her assigned duties.
- F. No designated Lead will discipline other Employees (as defined by Article R4, Section 2(A)).

## SECTION 7 – PICKS AND MOVE-UPS

- A. Two picks shall be held annually for Way, Power and Signals Employees to be effective on the start of the closest pay period to March 15 and September 15. When a facility opens or closes, a section-wide pick will occur for those job classifications affected.
- B. Employees may select by classification seniority their shift and two consecutive RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on the pick sheets.
- C. A once-yearly vacation pick will be held. Thereafter, the once-yearly vacation pick shall occur before December 15th.
- D. All Employees listed in Section 1 may select by classification seniority their shift (when applicable) and two consecutive RDOs. Specific duties within a classification may also be picked to the extent specified by RAIL on the pick sheets.
- E. Copies of the proposed pick schedule and shifts will be posted for review no later than 14 calendar days prior to the start of the pick. Changes in the posting may not be made less than seven days prior to the pick. The effective date of the shake-up will be approximately two weeks after the pick.

R21.7.F

- F. An Employee who is unable to attend the pick may leave an absentee pick form with the UNION indicating his/her work preferences. Failure to do so will result in the UNION representative picking an assignment for the Employee. The UNION representative shall make an effort to select an assignment comparable to the assignment most recently worked. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
- G. When RAIL determines that an Employee will be unavailable for work for an entire shake-up, that Employee shall not pick a shift. The UNION will be notified prior to the start of the pick process.

**SECTION 8 – VACATION SELECTION**

- A. At least one Employee in each job classification shall be allowed to use vacation in each vacation period, provided that RAIL has sufficient staffing to provide service and Employees can work under safe conditions. For the purpose of this provision, Custodians and Lead Custodians shall count as a single classification. The UNION representatives shall conduct the vacation pick.
- B. Before December 15th of each year, each Way, Power and Signals Employee, may select a maximum of five separate blocks of vacation, in the following payroll year, each consisting of one or more consecutive workdays. No more than five vacation blocks may be used in any payroll year. Vacation selections shall be made by seniority within a job classification. An Employee who takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second, etc. RAIL shall post a calendar with all approved vacation selections indicated. Vacation changes shall not be allowed except in emergencies, as determined by RAIL.

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

- C. An Employee who does not select vacation at the annual vacation pick must request vacation at least 30 days prior to the first effective day of requested leave, unless otherwise approved by management.
- D. An Employee who has not filed a vacation request according to the above Paragraphs must do so by October 1 or may be subject to losing his/her vacation time.

- E. On September 15 of each year, RAIL will notify each Employee who has a vacation balance which exceeds the allowable carry-over per Article R9, Section 4. Such Employee must use the amount of vacation which exceeds the allowable carry-over before the end of the year.
- F. An Employee who desires to use unpicked vacation may use up to three days per year in single-day increments with the prior approval of his/her immediate supervisor. An Employee may use vacation leave in one-hour increments with the approval of his/her immediate supervisor.
- G. Management will respond to a written request for any vacation or leave within seven days of receipt.

## **SECTION 9 – OVERTIME**

- A. All hours worked in excess of eight or ten hours for a 4/40 Employee, in the scheduled workday, except as provided in Article R13, and on an Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for the classification for actual overtime hours worked.
- B. When unscheduled overtime is requested to complete a special task, the overtime will first be offered to the Employee within the classification responsible for the work. A special task shall mean:
  - 1. non-ordinary circumstances in which the work cannot wait to be completed; or
  - 2. work deemed unreasonable to have anyone but the existing Employee performing the work be the one to complete the special task.
- C. An Employee who wishes to receive planned or scheduled overtime shall sign, or request to be put on, an overtime list posted on a weekly basis. Each overtime list will be posted on Monday and pulled at noon on Thursday. An Employee who is not on the overtime list will not be eligible for the planned and scheduled overtime, except in the case of an emergency or if overtime must be assigned in inverse order of seniority. RAIL will not call an Employee who is on an authorized leave for overtime, unless it is an extreme emergency.
  - 1. Overtime will be assigned to Employees on the list, first by shift, then by seniority within a classification provided the Employee is qualified and reasonably available.
  - 2. If the overtime is not filled from the list, it may be offered, by seniority, to Employees in the next lower job classification(s), provided the Employee is qualified for the upgrade and available on site to do the work.

3. If the overtime has not been filled after all of the procedures outlined in Paragraph 2 have been followed, then it will be assigned in inverse order of seniority in the affected job classification. If the least senior Employee is not qualified or reasonably available, the overtime will be assigned to the Employee next lowest in seniority. In the event of an emergency, RAIL may assign overtime to any qualified Employee.
- D. A Way, Power and Signals Employee, who has gone home after his/her regular shift, and who is called back to work and reports for work, will be guaranteed four hours of pay at the overtime rate. If a Way, Power and Signals Employee can correct the situation without having to report to the worksite, they will be guaranteed two hours of pay at the overtime rate.
  - E. A Way, Power and Signals Employee called in before his/her scheduled report time and in conjunction with his/her regular shift will not be sent home early to avoid overtime payment and will not be required to work beyond a spread of twelve hours. An Employee desiring to go home early may request permission from his/her immediate supervisor.
  - F. Overtime on any shift shall be computed at the rate paid for the Employee's regularly-scheduled shift. Overtime on day shift extending into swing shift will be paid at the overtime rate with no hourly shift differential. Overtime on swing shift extending to graveyard shift will be paid at the overtime rate with swing shift differential. Overtime on graveyard shift extending into the day shift will be paid at the overtime rate with graveyard shift differential.

**SECTION 10 – SHIFT DIFFERENTIAL**

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

<b>Classification</b>	<b>Swing Shift</b>	<b>Graveyard Shift</b>
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 Personal Protective Equipment (PPE), 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 \$200 per Employee. A replacement item will be issued when the item is lost, stolen, damaged or worn out.
- D. When an Employee works two or more hours of overtime in conjunction with his/her regular shift, RAIL will provide an unpaid 30-minute meal period or a 15-minute paid break, at the Employee's preference.
- E. RAIL shall reimburse each Employee for the cost of any license(s) required in relation to his/her job classification or job duties, excluding the cost of the state-issued drivers license.

## **SECTION 12 – ATTENDANCE MANAGEMENT**

- A. The PARTIES recognize that Way, Power and Signals duties and functions are critical and that Employees have the responsibility and obligation to be at work on time each day. Way, Power and Signals Employees will be subject to the following terms, which supersede any conflicting provisions elsewhere in the AGREEMENT.
- B. Way, Power and Signals will monitor and record attendance using the terms of late occurrence and unexcused absence.
- C. A late occurrence:
  - 1. of up to one hour shall be managed and recorded as follows:
    - a. An Employee may complete any time left on his/her shift.
    - b. An Employee may work a full eight or ten hours even though this work would continue into the next shift.
    - c. An Employee may not use AC time or vacation to make up lost time.
    - d. An Employee will be paid for actual hours worked at his/her scheduled rate of pay.
    - e. A late occurrence shall not create an overtime opportunity for the late Employee. No grievances will be filed by other Employees claiming overtime infringements should an Employee elect to work his/her full shift and the time worked extends into another shift.

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2. of between one and two hours shall be managed and recorded as follows:
    - a. An Employee may complete any time left on his/her shift only.
    - b. An Employee may not use AC time or vacation to make up lost time.
    - c. An Employee will be paid for hours worked at his/her scheduled rate of pay.
  3. Late occurrences will be recorded in a 180 day rolling time frame as follows:
    - a. 1st through 5th occurrence – Employee and chief initial the time sheet/late report card.
    - b. 6th occurrence – one-day suspension without pay.
    - c. 7th occurrence – discharge, treated as a major infraction as defined in Article R4.
- D. Unexcused absences (over two hours late) shall be managed and recorded as follows:
1. An Employee may complete his/her shift only.
  2. An Employee may not use AC time or vacation to supplement his/her regular shift pay.
  3. Such Employee is not eligible for overtime that day.
  4. Unexcused absences will be recorded in a twelve-month rolling time frame as follows:
    - a. 1st occurrence – Employee will receive Oral Reminder; chief will initial the late report card.
    - b. 2nd occurrence – Employee will receive Written Reminder; chief will initial the late report card.
    - c. 3rd occurrence – One-day suspension without pay.
    - d. 4th occurrence – Discharge, treated as a major infraction as defined in Article R4.
- E. An occurrence which results in a second one day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.
- F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the chief in writing, within five workdays of the occurrence. An Employee that has a late occurrence or unexcused absence that has been removed from the attendance management record has the option to use vacation leave, AC time, or sick leave as appropriate to make up lost time.
- G. The PARTIES agree to review this Section on an annual basis.

**SECTION 13 – TRAINING**

The PARTIES shall develop training programs in selected trade classifications. The PARTIES will jointly determine the implementation of the programs. The programs will recognize that workforce diversity is valued and encouraged.

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

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

## **ARTICLE R22: LIGHT RAIL TRAINING**

### **SECTION 1 – DEFINITION OF EMPLOYEES**

- Rail Technical Trainer

### **SECTION 2 – GENERAL CONDITIONS**

- A. With the mutual agreement of the Employee and RAIL, the Rail Technical Trainer may work an alternative work schedule, which may include but is not limited to: 4/40, flexible work hours, compressed workweek, telecommuting and/or job share arrangements upon approval of his/her immediate supervisor. FLSA-exempt Employees may be granted up to a maximum of ten days executive leave annually, to be administered according to King County policy.
- B. The Rail Technical Trainer position will be filled through an open and competitive recruiting process.
- C. When Rail Technical Trainer is required to work on a holiday, s/he will have another day off with pay on a day mutually agreed by the Employee and his/her immediate supervisor.
- D. Rail Technical Trainers will receive a second personal holiday to be used in the payroll year in lieu of the holiday for Lincoln's Birthday defined in Article R8, Section 3. The use of the personal holiday will be governed by Article R8, Section 4, Paragraph B.

## **ARTICLE R23: TEMPORARY EMPLOYEES**

### **SECTION 1 – DEFINITION**

- A. Temporary Employee” shall mean a person who is employed for a period of time not to exceed 1040 hours in a rolling twelve-month period. However, Temporary Employees may be used for a maximum period of 2080 hours in a rolling twelve-month period if mutually agreed by the PARTIES.
- B. “Project Temporary Employee” shall mean a person who is employed for a period of time expected to exceed 1,040 hours in a rolling twelve month period but not to exceed the duration of the project, the duration of a backfill for another Employee, or two years, whichever comes first.
- C. Employees covered by this Article:
1. Will not be used to fill regular, Career Service positions until after the process provided in Article 3, Section 13 has been completed.
  2. Do not become Career Service Employees and must be immediately separated if their employment exceeds the limits established above; otherwise, a contract violation has occurred.
  3. Shall be considered probationary Employees for the duration of their employment, whose instances of discharge will be covered by Article 4.9.
  4. Are not subject to the layoff and recall provisions of the AGREEMENT.
  5. Will be assigned to work locations, shifts, and regular days off by METRO.
  6. Will either be provided with those tools necessary to perform their jobs, or will receive one-third of the applicable tool allowance in effect at the time for the classification.
- D. Positions filled by Employees covered by this Article will not be part of the regular pick process for regular Employees.
- E. METRO and the UNION will periodically meet to discuss the use of Employees under this Article and whether the work should properly be performed by other Employees. Additionally, METRO will notify the UNION and offer to meet to discuss any project which would employ a substantial number of Employees under this article.

## **SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE**

- A. A Temporary Employee or Project Temporary Employee who is selected by METRO for a permanent position in the same classification shall serve a six-month probationary period; however, if the Employee has 90 or more days of continuous temporary employment in the classification at the time of selection, the probationary period shall be reduced to three months and s/he will receive a seniority date, vacation service credits and wage progression which reflects his/her continuous service.
- B. A Temporary Employee or Project Temporary Employee who is separated from METRO and rehired as a permanent Employee within 30 days will not receive seniority or vacation service credits. However, such Employee rehired within a year will receive wage progression credit for time served as a Temporary Employee or Project Temporary Employee

## **SECTION 3 – WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES**

- A. A Temporary Employee shall be paid for actual hours worked at the current rate in effect for his/her classification and length of service. Such Employee is eligible for overtime pay after working more than eight hours in one day, 40 straight-time hours in one workweek, or for hours worked on holidays.
- B. A Temporary Employee who has less than 60 days of service is not eligible for any Employee benefits.
- C. A Temporary Employee who is employed for 60 days or longer continuous service and who works full-time shall be eligible, beginning the first of the month following the 60-day anniversary, for sick leave, holidays, vacation and medical, dental and optical benefits.
- D. A Temporary Employee whose employment is extended beyond 1,040 hours in a rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established start dates of benefits).

## **SECTION 4 – WAGES AND BENEFITS FOR PROJECT TEMPORARY EMPLOYEES**

- A. Project Temporary Employees will have seniority only within a group of Project Temporary Employees in the same classification for picking vacation, overtime opportunities, and for forced overtime.
- B. A Project Temporary Employee may serve as a lead for other Temporary Employees or Project Temporary Employees. Selection for such lead positions shall be based on merit.

- C. When METRO needs to separate one or more Project Temporary Employees, it will do so in inverse seniority order, unless METRO identifies an operational reason to change that order. METRO will provide the plan for the order of separation to the UNION prior to providing formal notice to the Employees.
- D. A Project Temporary Employee is eligible for benefits from the date of hire (based on established start dates).

**ARTICLE R24: MODIFICATION PROVISION AND SAVINGS CLAUSE**

**SECTION 1 – MODIFICATION PROVISION**

No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented, or considered a binding modification to this AGREEMENT unless first reduced to writing, identified as such, and signed by the Director of the King County Office of Labor Relations/designee and the UNION President/Business Representative/designee.

**SECTION 2 – SAVINGS CLAUSE**

Should any provision of this AGREEMENT be rendered or declared invalid because of any existing or subsequent legislation or by any court decision, the remaining provisions of this AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt to renegotiate such invalidated provisions to comply with the law.



## EXHIBIT RA – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

### TITLE

#### Rail Section

Electromechanic . . . . .	\$35.15
Grounds Specialist . . . . .	\$29.70
Lead Rail Facilities Custodian . . . . .	\$25.03
Lead Rail Station Custodian . . . . .	\$27.60
Maintenance Service Center Worker . . . . .	\$30.63
Rail Facilities Custodian . . . . .	\$22.75
Rail Facilities Mechanic . . . . .	\$35.15
Rail Laborer . . . . .	\$27.75
Rail Operator . . . . .	\$30.71
Rail Service Worker . . . . .	\$28.53
Rail Signal and Communications Technician . . . . .	\$38.18
Rail Station Custodian . . . . .	\$25.09
Rail Supervisor . . . . .	\$38.69
Rail Supervisor (Operations Control Controller) . . . . .	\$40.62
Rail Supervisor-In-Training . . . . .	\$34.82
Rail Technical Trainer . . . . .	\$41.34
Track and Right of Way Maintainer . . . . .	\$35.15
*Lead Rail Facilities Mechanic . . . . .	\$38.67
*Lead Rail Laborer . . . . .	\$30.53
*Lead Rail Signal and Communications Technician . . . . .	\$42.00
*Lead Rail Track and Right of Way Maintainer . . . . .	\$38.67

#### Streetcar Section

Streetcar Maintainer . . . . .	\$35.15
Streetcar Operations and Maintenance Supervisor . . . . .	\$40.62
Streetcar Operator . . . . .	\$30.71

## **EXHIBIT RB – STATE AND CITY RETIREMENT PLANS**

Questions regarding state or city retirement should be directed to King County’s Benefits Office (206-684-1556) or to the state or city retirement office. The addresses and telephone numbers are as follows:

Department of Retirement Systems  
Public Employees Retirement System  
P.O. Box 48380  
Olympia, WA 98504-8380  
(360) 664-7000  
(800) 547-6657  
[www.drs.wa.gov](http://www.drs.wa.gov)

City Retirement Office  
720 Third Avenue, Suite 900  
Seattle, WA 98104-1829  
(206) 386-1293  
[www.seattle.gov/retirement](http://www.seattle.gov/retirement)

**MEMORANDUM OF AGREEMENT (MOA)  
BY AND BETWEEN THE  
KING COUNTY DEPARTMENT OF TRANSPORTATION  
("METRO")  
AND THE  
AMALGAMATED TRANSIT UNION, LOCAL 587  
(UNION")**

**SUBJECT: PILOT PROJECT FOR CROSSOVER OF WORK  
FOR STREETCAR OPERATIONS AND MAINTENANCE (O&M)  
SUPERVISORS**

**Background**

1. When Metro's Rail Section opened the South Lake Union Streetcar operation, it created the classification of Operations and Maintenance Supervisor ("O&M Supervisor") as the lead/field supervision role. O&M Supervisors will soon be hired into the First Hill Streetcar operation. The O&M Supervisor position bears similarities to the positions of Lead Mechanics and First Line Supervisors on the Bus side. For the purpose of this agreement, the term "streetcar" shall refer to both the South Lake Union Streetcar and the First Hill Streetcar.
2. Due to the small number of O&M Supervisors and the forthcoming opening of the First Hill Streetcar line, Metro anticipates staffing challenges at Streetcar.
3. Metro plans to start hiring for the second Streetcar line on First Hill in January of 2014. Additional Supervisors will be needed at that time.

**Agreements**


1. Metro may use Rail Supervisors to fill Supervisor shifts in Streetcar
2. Rail Supervisors can be assigned to Streetcar as part of their regular day. However, assignments in excess of four hours will only be given to Rail Supervisors if no O&M Supervisor is available. The work can be filled as overtime and will be considered the same as other Rail Supervisor overtime assignments. O&M Supervisors shall be considered more senior than Rail Supervisors in any overtime opportunity process in Streetcar.
3. Metro will train Rail Supervisors for their Streetcar operator cards based on their availability and Metro's need to cover work.

4. Rail Supervisors working in Streetcar will be paid at the pay rate of O&M Supervisors for all hours worked in Streetcar.

5. This pilot project shall expire on October 31, 2016, unless reauthorized by the parties, meaning that the status quo that existed prior to this agreement shall be reinstated. Rail Supervisors and Streetcar O&M Supervisors may still volunteer for work on the other mode of transportation after the expiration of this agreement.


**APPROVED**

For Amalgamated Transit Union, Local 587:

  
\_\_\_\_\_  
Paul J. Bachtel  
President/Business Agent


4-15-2015  
Date

For King County Metro Transit:

  
\_\_\_\_\_  
Laird Cusack  
Supervisor  
Transit Employee Relations

4-7-15  
Date

For King County:

  
\_\_\_\_\_  
David S. Levm  
Labor Negotiator  
Office of Labor Relations  
King County Executive Office

04-13-2015  
Date

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