



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 24, 2007**

**Ordinance 15904**

**Proposed No.** 2007-0413.1

**Sponsors** Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Amalgamated Transit Union Local 587  
4 (Transit - Supplemental Rail Agreement and Rail Labor  
5 Agreement (Exhibit D Supplemental and Exhibit D))  
6 representing employees in the department of transportation;  
7 and establishing the effective date of said agreement.

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and Amalgamated Transit Union Local 587 (Transit - Supplemental Rail  
12 Agreement and Rail Labor Agreement (Exhibit D Supplemental and Exhibit D))  
13 representing employees in the department of transportation and attached hereto is hereby  
14 approved and adopted by this reference made a part hereof.


15            SECTION 2. Terms and conditions of said agreement shall be effective from  
16 ratification through and including October 31, 2007.

17

Ordinance 15904 was introduced on 8/20/2007 and passed by the Metropolitan King County Council on 9/24/2007, by the following vote:

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

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

APPROVED this 5 day of OCTOBER 2007.

  
\_\_\_\_\_

Ron Sims, County Executive

RECEIVED  
2007 OCT -5 PM 4:22  
KING COUNTY COUNCIL

**Attachments**      A. Agreement Between Amalgamated Transit Union, Local 587 and King County Supplemental Rail Agreement, B. Exhibit D Agreement Between Amalgamated Transit Union, Local 587 and King County Rail Labor Agreement

Attachment A

AGREEMENT BETWEEN  
AMALGAMATED TRANSIT UNION, LOCAL 587  
AND  
KING COUNTY  
SUPPLEMENTAL RAIL AGREEMENT

15904

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*Amalgamated Transit Union, Local 587 - Transit - Departments of: Transportation, Executive Services (Finance & Business Operations Division); Light Rail  
Expires 10/31/07  
410C0104\_ Exhibit D\_0107\_Supplemental  
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**AGREEMENT BETWEEN**  
**AMALGAMATED TRANSIT UNION, LOCAL 587**  
**AND**  
**KING COUNTY**  
**SUPPLEMENTAL RAIL AGREEMENT**

This SUPPLEMENTAL RAIL AGREEMENT is made and entered into 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 SUPPLEMENTAL RAIL AGREEMENT, hereinafter referred to as the "UNION".

1 **ARTICLE 1: FORM OF AGREEMENT**

2 METRO and the UNION agree that represented RAIL Employees shall be part of the ATU  
3 587 bargaining unit and covered by the King County Metro – ATU 587 collective bargaining  
4 agreement hereinafter referred to as the COLLECTIVE BARGAINING AGREEMENT. The terms  
5 and conditions of rail section employment shall be governed solely by Exhibit D of the  
6 COLLECTIVE BARGAINING AGREEMENT.

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1 **ARTICLE 2: RAIL CONVENTIONS**

2 A. The term "Bus," as used in "Bus position," "Bus Employee," and "Bus Operations" shall  
3 refer to job classification, Employees, and other agreements involved in the provision of bus transit  
4 services, and excluding RAIL job classifications, RAIL employees, and agreements involved in the  
5 provision of RAIL services.

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

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

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

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

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

14 G. Documents:

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

18 b. This document shall be referred to as the RAIL SUPPLEMENTAL  
19 AGREEMENT.

20 c. The terms and conditions of employment for RAIL Employees shall be referred to  
21 the RAIL LABOR AGREEMENT.

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1 **ARTICLE 3: RAIL OPERATORS**

2 ***SECTION 1 - HIRING OF RAIL OPERATORS***

3 A. Candidates for Rail Operator training shall be selected from qualified Full-Time  
4 Bus Transit Operators, by order of seniority. If an insufficient number of qualified Full-Time Bus  
5 Transit Operators apply for Rail Operator training, additional candidates for Rail Operator training  
6 shall be selected from qualified Bus Part-Time Transit Operators who are on the Part-Time Operator  
7 to Full-Time Operator recruitment list and who meet the eligibility requirements, by order of  
8 seniority. METRO may seek applicants elsewhere if an insufficient number of qualified Bus Transit  
9 Operators apply.

10 B. To establish that a Bus Transit Operator is qualified for Rail Operator training, the  
11 Employee must satisfy the record review that appear in Section 4.

12 C. All applicants for Rail Operator positions must attend an orientation session prior  
13 to training, in which they will be acquainted with the Rail Operator position and the requirements that  
14 they must satisfy in training.

15 ***SECTION 2 - WORK ASSIGNMENTS***

16 Once Revenue Service for Link Light Rail commences, shifts and RDO's for Rail Operators  
17 will be picked by Rail seniority order at three shake-ups per year. Vacations will be picked once per  
18 year.

19 ***SECTION 3 - START-UP PERIOD***

20 During the period prior to Revenue Service:

21 A. There will be multiple Rail Operator classes for Rail Operators, Rail Supervisors,  
22 chiefs, superintendents, and other employees who need to learn Rail Operator skills.

23 B. Assignments, shifts, and RDO's will be determined by Rail management.  
24 However, Rail management will seek to give preference of shifts and RDO's based on seniority and  
25 based on the eight (8) hour daily guarantee.

26 ***SECTION 4 - QUALIFICATION FROM BUS TO RAIL***

27 **Period of Record Review:**

28 The performance record will be reviewed for the candidate's most recent 12 months of active

1 driving service. The dates used will be different for each Rail Operator class and may be different for  
2 each Operator. The start date will be earlier for any employee who has periods of unavailability in  
3 excess of 10 consecutive workdays. Go back the same number of days as were in the period of  
4 unavailability. Vacation, annual leave, military leave, and jury duty are exceptions for which you do  
5 not count back. Examples of unavailability where you do count back include industrial injury, leaves  
6 of absence (other than annual leave), sick leave and detail assignments, including union detail  
7 assignments.

8 **Points will be assessed as follows:**

9 A. A major infraction within twenty-four (24) months of the date of review will result  
10 in disqualification.

11 B. Performance Reports: Fifteen (15) points for each major infraction; three (3)  
12 points for each minor infraction. Counseling performance reports are not assessed points under this  
13 system. Performance reports issued for accidents or attendance are not included.

14 C. Misses: Seven (7) points for each unexcused absence; three (3) points for each  
15 absence or late report. Points are not assessed for absences purged by the 60/30-day rule.

16 D. Sick leave: (This category also includes off job injuries ["N"], sick child leave  
17 ["3"], and partial days of sick leave ["K"] or sick child leave ["4"] on the attendance card.) No points  
18 for the first four full or partial days, for verified doctor and dentist appointments, and for days as a  
19 result of hospitalization or major illness/injury, as determined by Metro; three (3) points for each full  
20 or partial day not excepted above. The key element of a major illness/injury is the nature of the  
21 illness/injury as opposed to its length. Although there is no definitive description of what defines a  
22 major illness/injury, a major illness/injury will generally require medical treatment and will generally  
23 meet the FMLA definition of a "serious health condition." It is the Operator's responsibility to  
24 account for blocks of sick leave use considered major illness. If information is not documented on  
25 the sick leave verification form, the Operator must provide acceptable documentation before the chief  
26 will accept an illness or sick child leave as a major illness/injury. No points will be assessed for any  
27 FMLA covered sick leave usage. The chief will make the final decision.

28 E. Preventable Accidents: Fifteen (15) points for each severe accident; seven (7)



1 points for the first major accident; eight (8) points for each subsequent major accident; five (5) points  
2 for each minor accident.

3 If, at the time of review, a candidate's record equals or exceeds fifteen (15) points, but an  
4 infraction or accident is in the grievance or re-read process, the candidate will be disqualified. If the  
5 action is overturned, the candidate will be placed at the top of the list for the next Rail class.

6 If, at the time of the first record review, it is apparent that points will drop off the record of a  
7 disqualified candidate due to the 60/30 rule, or one-year cut off and this will occur after the first  
8 review but before the final review, then the application will be flagged. If such candidate meets  
9 standards during the final review prior, he/she will be deemed qualified.

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1 **ARTICLE 4: RAIL SUPERVISORS**

2 ***SECTION 1 - HIRING OF RAIL SUPERVISORS***

3 A. During the Start-up Period, Rail Supervisor positions will be offered to Bus  
4 Supervisors. During this period of time, METRO will create a list of the most qualified Bus First-  
5 Line Supervisor candidates for the Rail Supervisor positions.

6 B. During the Start-up Period, METRO may fill up to three Rail Supervisor positions  
7 through an open and competitive process.

8 C. After the Start-up Period, Rail Supervisor positions will be open to Bus  
9 Supervisors and Rail Operators.

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

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

14 D. The selection process for Rail Supervisors coming from Bus First-Line Supervisor  
15 positions shall be based on an Employee's record review of attendance record, miss record, driving  
16 record to include accidents, and discipline record. METRO will offer Rail Supervisor positions to  
17 candidates on this list by First Line Supervisor seniority.

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

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

23 ***SECTION 2 - WORK ASSIGNMENTS FOR RAIL SUPERVISORS***

24 A. During the Start-Up Period, RDO and work assignments will be assigned to Rail  
25 Supervisors by RAIL. However, RAIL will give preference of shifts and two consecutive RDO's  
26 based on Supervisor seniority and based on the eight (8) hour daily guarantee.

27 B. After the Start-Up Period, Rail Supervisors will pick shifts and RDO's by  
28 Supervisor seniority order at two shake ups per year.

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C. Rail Supervisors will pick vacations by Rail Supervisor seniority order once per year.

D. Rail management reserves the right to assign specific Rail Supervisors to the training function during the Start-up Period.

**SECTION 3 - WAGES**

Rail Supervisors will be paid 5% premium above the base Rail Supervisor wage when working as an Operations Controller.

1 **ARTICLE 5: ELECTROMECHANICS**

2 ***SECTION 1 - HIRING OF ELECTROMECHANICS DURING THE START-UP PERIOD***

3 A. Any current UNION Employees who apply and are determined by METRO to be  
4 qualified, shall be hired first and given a seniority number based on their continuous METRO  
5 seniority, maintenance Employees first, then other UNION Employees.

6 B. After current UNION Employees are hired, and openings still remain, other  
7 applicants may be hired and placed on the classification seniority list below all METRO Employees  
8 in the classification.

9 C. UNION appointed representative(s) shall observe all phases of recruiting, testing,  
10 and hiring. The UNION appointed representative will sign a confidentiality agreement and may not  
11 be an applicant for the present application process or a future application process for at least one year  
12 from the start of Revenue Service. This RAIL SUPPLEMENTAL AGREEMENT does not set a  
13 precedent for other hiring processes.

14 ***SECTION 2 - HIRING OF ELECTROMECHANICS AFTER THE START-UP PERIOD***

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

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

22 ***SECTION 3 - WORK ASSIGNMENTS***

23 Once Revenue Service for Link Light Rail commences, shifts and RDO's for  
24 Electromechanics will be picked by Rail seniority order at three shake ups per year. Vacations will  
25 be picked once per year.

26 ***SECTION 4 - START-UP PERIOD***

27 During the period prior to Revenue Service, assignments, shifts, and RDO's will be  
28 determined by RAIL. However, RAIL will seek to give preference of shifts and RDO's based on

1 seniority and based on the eight (8) hour daily guarantee.

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1 **ARTICLE 6: OTHER RAIL POSITIONS**

2 Unless otherwise modified by express agreement, Employees in RAIL shall be hired into the  
3 following classifications as follows:

4 ***SECTION 1 - INITIAL HIRING***

5 A. The most senior qualified Employees who pass a record review will be hired into  
6 the following Rail positions. Employees may apply to the Rail positions below from the Bus-Side  
7 positions that follow in parentheses.

- 8 • Rail Service Worker (Equipment Service Worker)
- 9 • Station Custodian (Custodian II)
- 10 • Facilities Custodian (Custodian I)
- 11 • Rail Laborer (Utility Laborer)

12 If an insufficient number of qualified internal Employees apply to fill the positions, the hiring  
13 process will be open and competitive as provided by King County guidelines.

14 B. The most senior qualified Employees who pass a records review and a skills  
15 evaluation and test will be hired into the following Rail position. Employees may apply to the Rail  
16 position below from the Bus-Side position that follows in parentheses.

- 17 • Facilities Mechanics (Maintenance Facilities Constructors, Millwrights)

18 If insufficient number of qualified internal Employees apply to fill this position, the hiring  
19 process will be open and competitive as provided by King County guidelines.

20 C. METRO shall use an open and competitive process consistent with King County  
21 guidelines and rules to hire employees for the following classifications.

- 22 • MSC Worker
- 23 • Track & ROW Maintenance Worker
- 24 • Signal & Communications Tech

25 ***SECTION 2 - AFTER INITIAL HIRING***

26 After the commencement of Revenue Service, METRO shall use the regular open competitive  
27 process, which is used for most UNION positions, to hire employees for all these classifications.

28 ***SECTION 3 - TRAINING***

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

1 **ARTICLE 7: SOUTH LAKE UNION STREETCAR**

2 ***SECTION 1 - FORM OF STREETCAR AGREEMENT***

3 METRO and the UNION agree that all agreements regarding the Streetcar shall be  
4 incorporated into the SUPPLEMENTAL RAIL AGREEMENT and the RAIL LABOR  
5 AGREEMENT. METRO and the UNION agree, however, that the Streetcar and Link Light Rail  
6 operations are governed by separate intergovernmental agreements and neither intergovernmental  
7 agreement affects the other. Additionally, the terms and conditions of employment for Streetcar  
8 Employees shall not be governed by the Bus-Side COLLECTIVE BARGAINING AGREEMENT.

9 ***SECTION 2 - INITIAL HIRING AND SENIORITY INTO STREETCAR OPERATOR***

10 ***POSITIONS***

11 **A. Hiring of Streetcar Operators**

12 1. Candidates for Streetcar Operator training shall be selected from qualified  
13 Full-Time Bus Transit Operators, by order of seniority. If an insufficient number of qualified Full-  
14 Time Bus Transit Operators apply for Streetcar Operator training, additional candidates for Streetcar  
15 Operator training shall be selected from qualified Bus Part-Time Transit Operators who are on the  
16 Part-Time Transit Operator to Full-Time Transit Operator recruitment list and who meet the  
17 eligibility requirements, by order of seniority. METRO may seek applicants elsewhere if an  
18 insufficient number of qualified Bus Transit Operators apply.

19 2. To establish that a Bus Transit Operator is qualified for Streetcar Operator  
20 training, the Employee must satisfy the record review standards that are attached hereto.

21 3. All applicants for Streetcar Operator positions must attend an orientation  
22 session prior to training, in which they will be acquainted with the Streetcar Operator position and the  
23 requirements that they must satisfy in training.

24 **B. Work Assignments**

25 Once Revenue Service for the Streetcar commences, shifts, RDO's and vacations for Streetcar  
26 Operators will be picked by Streetcar seniority order at three shake-ups per year. Vacations will be  
27 picked once per year.

28 **C. Start-up Period**



1           During the period prior to Revenue Service: Assignments, shifts, and RDO's will be  
2 determined by RAIL. However, RAIL will seek to give preference of shifts and RDO's based on  
3 seniority and based on the eight (8) hour daily guarantee.

4 ***Attachment: Qualification from Bus to Streetcar***

5 **Period of Record Review:**

6           The performance record will be reviewed for the candidate's most recent 12 months of active  
7 driving service. The dates used will be different for each Streetcar Operator class and may be  
8 different for each Operator. The start date will be earlier for any employee who has periods of  
9 unavailability in excess of 10 consecutive workdays. Go back the same number of days as were in  
10 the period of unavailability. Vacation, annual leave, military leave, and jury duty are exceptions for  
11 which you do not count back. Examples of unavailability where you do count back include industrial  
12 injury, leaves of absence (other than annual leave), sick leave and detail assignments, including union  
13 detail assignments.

14 **Points will be assessed as follows:**

15           A. A major infraction within twenty-four (24) months of the date of review will result in  
16 disqualification.

17           B. Performance Reports: Fifteen (15) points for each major infraction; three (3) points for  
18 each minor infraction. Counseling performance reports are not assessed points under this system.  
19 Performance reports issued for accidents or attendance are not included.

20           C. Misses: Seven (7) points for each unexcused absence; three (3) points for each absence or  
21 late report. Points are not assessed for absences purged by the 60/30-day rule.

22           D. Sick leave: (This category also includes off job injuries ["N"], sick child leave ["3"], and  
23 partial days of sick leave ["K'] or sick child leave ["4"] on the attendance card.) No points for the  
24 first four full or partial days, for verified doctor and dentist appointments, and for days as a result of  
25 hospitalization or major illness/injury, as determined by Metro; three (3) points for each full or partial  
26 day not excepted above. The key element of a major illness/injury is the nature of the illness/injury  
27 as opposed to its length. Although there is no definitive description of what defines a major  
28 illness/injury, a major illness/injury will generally require medical treatment and will generally meet

1 the FMLA definition of a "serious health condition." It is the Operator's responsibility to account for  
2 blocks of sick leave use considered major illness. If information is not documented on the sick leave  
3 verification form, the Operator must provide acceptable documentation before the chief will accept  
4 an illness or sick child leave as a major illness/injury. No points will be assessed for any FMLA  
5 covered sick leave usage. The chief will make the final decision.

6 E. Preventable Accidents: Fifteen (15) points for each severe accident; seven (7) points for  
7 the first major accident; eight (8) points for each subsequent major accident; five (5) points for each  
8 minor accident.

9 If, at the time of review, a candidate's record equals or exceeds fifteen (15) points, but an infraction  
10 or accident is in the grievance or re-read process, the candidate will be disqualified. If the action is  
11 overturned, the candidate will be placed at the top of the list for the next Rail class.

12 If, at the time of the first record review, it is apparent that points will drop off the record of a  
13 disqualified candidate due to the 60/30 rule, or one-year cut off and this will occur after the first  
14 review but before the final review, then the application will be flagged. If such candidate meets  
15 standards during the final review prior, he/she will be deemed qualified.

16 **SECTION 3 - STREETCAR O&M SUPERVISORS**

17 **A. Hiring for Streetcar O&M Supervisor:**

18 RAIL shall conduct an internal competitive hiring process for the positions of O&M  
19 Supervisor.

20 **B. Work Assignments**

21 Once Revenue Service for Streetcar commences, shifts, vacations, and RDO's will be picked  
22 by Streetcar seniority order. There shall be two shakeups per year for Streetcar O&M Supervisors.

23 **C. Start-up Period**

24 During the period prior to Revenue Service, assignments, shifts, and RDO's will be  
25 determined by RAIL. However, RAIL will seek to give preference of shifts and RDO's based on  
26 seniority and based on the eight (8) hour daily guarantee.

27 **SECTION 4 - STREETCAR MAINTAINERS**

28 **A. Hiring for Streetcar Maintainer - Initial Hiring**

1                           1. For the initial round of hiring of Streetcar Maintainers, RAIL shall solicit  
2 applications from Bus-Side Mechanics.

3                           2. Among those who apply, RAIL shall select final candidates through a  
4 competitive process at a ratio of four candidates per vacant position.

5                           3. Those candidates who are selected shall be placed on a hiring list. This list  
6 shall be ordered by Bus-Side seniority.

7                           4. Vacancies shall be filled by the most senior candidates on the hiring list.

8                           **B. Hiring for Streetcar Maintainer - After Initial Hiring**

9                           1. As vacancies occur in the Streetcar Maintainer position after the initial  
10 hiring, RAIL shall hire candidates in order of seniority from the hiring list that was generated in the  
11 initial round of hiring.

12                           2. The hiring list may be refreshed periodically at RAIL's discretion, with all  
13 remaining names on the old list being placed at the top of the new list.

14                           **C. Work Assignments**

15                           Once Revenue Service for Streetcar commences, shifts, vacations, and RDO's will be picked  
16 by Streetcar seniority order. There shall be three shakeups per year from Streetcar Maintainers.

17                           **D. Start-up Period**

18                           During the period prior to Revenue Service, assignments, shifts, and RDO's will be  
19 determined by RAIL. However, RAIL will seek to give preference of shifts and RDO's based on  
20 seniority and based on the eight (8) hour daily guarantee.

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1 **ARTICLE 8: CONTINUING NEGOTIATIONS**

2 A. METRO and the UNION have bargained a near complete RAIL LABOR AGREEMENT  
3 covering Link Light Rail and Streetcar operations.

4 B. While METRO and the UNION bargained most contractual provisions covering Link  
5 Light Rail and Streetcar operations, there remain open areas or provisions regarding work rules and  
6 working conditions that were not addressed due to unfamiliarity with the system.

7 C. METRO and the UNION agree to attempt to negotiate all unresolved issues, work rules  
8 and working conditions prior to Revenue Service. If METRO and the UNION fail to, or are unable  
9 to reach an agreement over these items, METRO and the UNION agree to enter the statutory  
10 process for impasse resolution as set forth in RCW 41.56 within thirty (30) days after commencement  
11 of Revenue Service.

12 D. If RAIL decides to create a part-time workforce following the commencement of Revenue  
13 Service, it will bargain the effects of this decision with the UNION, which are understood to include  
14 the wages, hours, numbers, and working conditions of the part-time workforce.

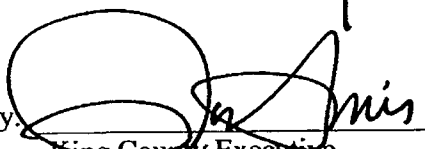
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1 **ARTICLE 9: TERM OF AGREEMENT**

2 This SUPPLEMENTAL RAIL AGREEMENT will be made part of the COLLECTIVE  
3 BARGAINING AGREEMENT and shall expire at the same time as the COLLECTIVE  
4 BARGAINING AGREEMENT.

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APPROVED this 25 day of July, 2007

By:   
King County Executive

AMALGAMATED TRANSIT UNION  
LOCAL 587


  
Lance F. Norton  
President/Business Agent

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

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

**PARTIES TO THE AGREEMENT**

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

**PREAMBLE**

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

1 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

6  
7 **CONVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

Documents:

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

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

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

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

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

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

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

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

13 ***SECTION 2 – UNION MEMBERSHIP***

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

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

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

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

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

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

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

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

10 ***SECTION 4 – UNION INSIGNIA***

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

14 ***SECTION 5 – MANAGEMENT RIGHTS***

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

20 ***SECTION 6 – UNION BULLETIN BOARDS***

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

1 adjacent to each UNION bulletin board for a clipboard.

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

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

- 6 1. Issues or problems of RAIL policy which affect the Bargaining Unit and  
7 which either party requests be placed on the agenda.
- 8 2. Issues or problems of contract administration, other than formal grievances  
9 which are being processed, unless mutually agreed by both parties.
- 10 3. Reports from division level labor-management committees.
- 11 4. Other matters of mutual concern.

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

15 ***SECTION 8 – JOINT SAFETY COMMITTEE***

16 RAIL will participate in the METRO Joint Safety Committee.

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

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

19 ***SECTION 10 – COMMITTEE SELECTIONS***

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

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

23 Upon completion of contract negotiations and agreement on and ratification of a new  
24 AGREEMENT, METRO and the UNION will equally share the costs of printing copies of the new  
25 AGREEMENT. The UNION will arrange for the printing and will bill METRO for half the cost.  
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1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

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

9 ***SECTION 2 – NONDISCRIMINATION***

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

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1 **ARTICLE 3: GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 3.

2 **SECTION 8 – SERVICE LETTER**

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

5 **SECTION 9 – METHOD OF NOTIFICATION**

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

11 **SECTION 10 – SUBCONTRACTING**

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

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

18 **SECTION 11 – VENDING MACHINE PROCEEDS**

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

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

27 **SECTION 12 – PROBATIONARY PERIOD**

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

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

5 **A. Probation for Rail Operators**

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

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

12 **B. Probation for Rail Supervisors**

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

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

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

23 **C. Probation for Electromechanics**

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

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

1                   **D. Probation for Streetcar Operators**

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

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

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

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

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

14                  **F. Probation for Streetcar Maintainers**

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

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

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

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

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

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

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

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

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

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1 **ARTICLE 4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

3 A. METRO shall have exclusive authority to suspend any Employee without pay for a  
4 period not to exceed thirty (30) days for a single offense in accordance with this AGREEMENT;  
5 provided, however, that if such suspension is unjustifiable, the Employee shall be paid for the time  
6 lost; and further provided that, no Employee shall be relieved of duty or suspended for minor  
7 infractions of rules, where no damage or injury results, without first making an investigation.

8 B. An Employee called as a witness by METRO, during an investigation or hearing,  
9 shall receive regular compensation as set forth in Article 10, Section 11.

10 C. The RAIL Manager is responsible for identifying the procedures governing RAIL  
11 Operations. These processes will be defined in the issuance, control and modification of Directives,  
12 Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train  
13 Orders.

14 *The Rulebook*, the official handbook of the Rail section will specify the rules and procedures,  
15 provided such rules and procedures are not in conflict with provisions of this AGREEMENT or with  
16 applicable laws. If is necessary to revise or change *The Rulebook*, the revisions or changes will be  
17 discussed with the UNION before implementation. *The Rulebook* will be available at Link Light Rail  
18 bases.

19 ***SECTION 2 – TYPES OF DISCIPLINE***

20 A. Types of discipline shall include oral reminders, written reminders, disciplinary  
21 probation, decision making leave, suspension, and discharge.

22 B. Oral or written reminders will be given to the Employee by his/her immediate  
23 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will  
24 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder  
25 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge  
26 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in  
27 writing, with a copy filed in the Employee's service record within a reasonable time after the  
28 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.



1 C. Explanation of the suspension of any Employee by METRO shall be given to the  
2 Employee in writing. The UNION will be notified in writing of the suspension within a reasonable  
3 time after the action has been taken. The Employee shall sign the notice of suspension to  
4 acknowledge receipt of same.

5 D. Whenever METRO discharges an Employee, explanation of the discharge will be  
6 given to the Employee in writing. The UNION will be notified in writing of the discharge within a  
7 reasonable time after the action has been taken. The Employee shall sign the notice of discharge to  
8 acknowledge receipt of same.

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

10 A. Major infractions include:

- 11 • Gross misconduct
- 12 • Insubordination
- 13 • Gross negligence
- 14 • Theft of METRO funds or property or job related theft
- 15 • Misappropriation - the personal use of METRO funds or property
- 16 • The use of intoxicants or the odor of intoxicants
- 17 • The use or odor of narcotics or abuse of controlled substances
- 18 • Preventable accidents in accordance with the accident point system
- 19 • Late reports, absences, and unexcused absences, in accordance with Section 6
- 20 • Falsification of sick reports
- 21 • Falsification of applications or any other official METRO documents
- 22 • Willful failure to turn in lost articles
- 23 • Willful destruction or damage to METRO property/possessions
- 24 • Serious or repeated sexual harassment
- 25 • Committing a felony while on duty or conviction of a job-related felony
- 26 • Serious or repeated discrimination, as prohibited under Article 2
- 27 • [Additional Major and Serious Infractions regarding Light Rail Vehicle  
28 operation to be negotiated]

1           B. Major infractions will result in discharge unless METRO determines that there are  
2 circumstances which cause a suspension to be appropriate. Infractions, other than those listed above,  
3 shall be considered minor infractions.

4           C. Serious Infractions – METRO may also determine that an infraction is misconduct,  
5 negligence, or a serious performance problem, which warrants discipline under the just cause  
6 standard. A suspension under this section may be issued up to, but not to exceed, 5 days.

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

8           A. The following are examples of specific categories of minor infractions:

9                     [Rail-specific Minor Infractions to be negotiated at a later date]

10          B. Disciplinary actions issued within a twelve (12) month period within a category of  
11 minor infraction shall be administered in the following manner:

12                     1. First minor infraction – Oral Reminder.

13                     2. Second minor infraction – Written Reminder.

14                     3. Third minor infraction – Appropriate discipline for the severity of the  
15 infraction, which could include retraining or suspension.

16                     4. Fourth minor infraction – Decision making leave.

17                     5. Fifth minor infraction – Discharge.

18           **SECTION 5 – REMOVING INFRACTIONS**

19           A minor infraction which is one (1) year old shall be crossed off the Employee's record.  
20 Future disciplinary action will be based on the number of infractions that remain. For example, if an  
21 Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on  
22 January 3rd of the next year. When an Employee takes a leave of absence that is at least thirty (30)  
23 calendar days, the total time on leave will be added to the one (1) year period that must elapse before  
24 a minor infraction is crossed off that Employee's record. A permanent record of all minor infractions  
25 will be maintained.

26           **SECTION 6 – MISSES**

27                     [RAIL-specific language for Misses will be negotiated at a later date]

28           **SECTION 7 – MISSES – RAIL OPERATORS**

1 [RAIL-specific language for Misses will be negotiated at a later date]

2 **SECTION 8 – MISSES – EMPLOYEES OTHER THAN RAIL OPERATORS, RAIL**

3 **VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES**

4 [RAIL-specific language for Misses will be negotiated at a later date]

5 **SECTION 9 – PROBATIONARY EMPLOYEES**

6 Except as modified elsewhere in this AGREEMENT, the discipline of probationary  
7 Employees is the sole responsibility of METRO. Those Employees who are not satisfactory, in the  
8 judgment of METRO, will be discharged. Discharges during the probationary period are not subject  
9 to the grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will,  
10 upon request, have the right to a termination review. The termination review must be requested  
11 within ten (10) days of the notification of discharge. METRO will schedule the termination review  
12 and respond to the UNION, in writing, within a reasonable time.

13 **SECTION 10 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE**

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

16 **SECTION 11 – WRONGFULLY SUSPENDED OR DISCHARGED**

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

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

25 **SECTION 12 – REOPENER ON DISCIPLINE**

26 METRO and the UNION have negotiated Article 4 (Discipline) of this AGREEMENT prior  
27 to the drafting of *The Rulebook*. Because RAIL is in the early stages of establishing its policies, the  
28 parties were unable to finalize specific categories of discipline under Article 4 (Discipline) of this

1 AGREEMENT. METRO and RAIL will reopen negotiations for Article 4, Sections 3(A), 4(A), 6, 7  
2 and 8, prior to the commencement of Revenue Service in order to negotiate the appropriate categories  
3 of discipline in RAIL.

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1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 ***SECTION 1 – GRIEVANCE PROCEDURE***

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

8 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as  
9 specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following  
10 business day. Time limits defined in this Section may be extended by a written agreement between  
11 the parties. However, should either party breach the time limitation, that party shall forfeit all rights  
12 and claims to the grievance; and the grievance shall be considered resolved in the other party’s favor;  
13 it being understood that such forfeiture does not decide the merits or establish a precedent.

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

18 **Step 1:** Within fifteen (15) days of the act or knowledge of the act being  
19 grieved, the Employee shall present the written grievance to his/her supervisor/designee. Thereafter,  
20 the supervisor/designee shall meet with the Employee and a Shop Steward/UNION Officer, unless  
21 waived in writing by the Employee, to discuss the grievance. METRO shall, within twenty (20) days  
22 after receipt of the grievance, notify the UNION of its decision by fax and/or written copy. If the  
23 UNION Business Representative/designee determines that the grievance has merit, it may be referred  
24 to Step 2 within fifteen (15) days of such notification. Such referral must be in writing.

25 **Step 2:** The grievance shall be presented to the manager/designee. Thereafter,  
26 the manager/designee shall meet with the Employee and the UNION Business  
27 Representative/designee to review and discuss the grievance. If a grievance involves discipline, the  
28 person who issued the discipline will not conduct the meeting. METRO shall, within twenty (20)

1 days from receipt of the Step 2 referral, notify the UNION in writing of its decision. The UNION  
2 Business Representative/designee may, within fifteen (15) days from the notification, refer the  
3 grievance to Step 3. Such referral must be in writing.

4 **Step 3:** The grievance shall be presented to Transit Human Resources.  
5 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee  
6 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO  
7 personnel for the purpose of resolving the grievance. The meeting shall be held and a written  
8 decision shall be sent to the UNION within forty (40) days after receipt of the Step 3 referral. If no  
9 agreement can be reached at Step 3, the UNION Business Representative/designee may appeal to  
10 arbitration by notifying Transit Human Resources in writing. Such referral must be sent by registered  
11 mail, certified mail or fax, within sixty (60) days after the UNION receives the Step 3 decision.

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

14 **Step 1:** Within fifteen (15) days of the act or knowledge of the act being  
15 grieved, the Employee shall present the written grievance to his/her supervisor/designee. Prior to a  
16 Step 1 hearing, the discharged Employee may choose to appeal his/her discharge to the King County  
17 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION  
18 procedure. If the Employee chooses to be represented by the UNION, he/she waives any right to  
19 appeal to the King County Personnel Board. The supervisor/designee shall meet with the Employee  
20 and the UNION Business Representative/designee (unless waived in writing by the Employee) to  
21 discuss the grievance. METRO shall, within twenty (20) days after receipt of the grievance, notify  
22 the UNION of its decision by fax and/or written copy. If the UNION Business  
23 Representative/designee determines that the grievance has merit, it may be referred to Step 2 within  
24 fifteen (15) days of such notification. Such referral must be in writing.

25 **Step 2:** The grievance shall be presented to Transit Human Resources.  
26 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee  
27 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO  
28 personnel for the purpose of resolving the grievance. The meeting shall be held and a written

1 decision shall be sent to the UNION within forty (40) days after receipt of the Step 2 referral. If no  
2 agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to  
3 arbitration by notifying Transit Human Resources in writing. Such referral must be sent by registered  
4 mail, certified mail or fax within sixty (60) days after the UNION receives the Step 2 decision.

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

10 **SECTION 2 – ARBITRATION PROCEDURE**

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

16 1. METRO and the UNION shall mutually agree upon a list of six (6)  
17 impartial arbitrators as soon as possible after the execution of this AGREEMENT.

18 2. The names on such list of arbitrators shall rotate and the next arbitrator  
19 starting from the top of the list shall be scheduled to hear a grievance, unless METRO and the  
20 UNION agree to select another arbitrator on the list. The UNION will contact the arbitrator to  
21 determine his/her availability and will be responsible to schedule all requested arbitrations. The  
22 selected arbitrator will then be placed at the bottom of the list.

23 3. The selected impartial arbitrator may hear more than one (1) case, if  
24 mutually agreed by both parties, provided said arbitrator hears and decides each case independently  
25 before proceeding to the next case.

26 4. If METRO and the UNION determine that an arbitrator is unacceptable and  
27 should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be  
28 scheduled for more arbitrations.

1                                   5. When the rotating list of arbitrators is reduced below six (6) names, the  
2 parties must mutually select, within ten (10) calendar days after receipt of the Federal Mediation and  
3 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to six (6) before  
4 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed  
5 at the bottom of the list.

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

8                                   C. No more than one (1) grievance shall be submitted before the same arbitrator at  
9 one (1) hearing, unless agreed upon in writing by both parties prior to the scheduling of the  
10 arbitration.

11                                  D. The Arbitration Board shall settle or decide a grievance submitted for arbitration  
12 within thirty (30) days after the date of the submission of post-hearing briefs, or after the date of the  
13 arbitration hearing if no briefs are submitted.

14                                  E. The power and authority of the Arbitration Board shall be to hear and decide each  
15 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of  
16 this AGREEMENT.

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

22                                   2. The decision of the Arbitration Board shall be based solely on the evidence  
23 and arguments presented by the parties in the presence of each other.

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

26                                  G. If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.  
27 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be  
28 responsible for the cost of its own attorney fees. If both parties agree to cancel an arbitration, prior



1 to the decision of the arbitrator, the cancellation fee shall be split by both parties.

2           H. METRO and the UNION agree to attend a pre-arbitration conference not later than  
3 fourteen (14) days before each scheduled arbitration. The purpose of such conference shall be to  
4 discuss and narrow issues, to explore settlement, and to treat other matters relevant to the arbitration  
5 proceeding.

6           I. The arbitration hearing shall be conducted under the rules and regulations set forth  
7 by the American Arbitration Association.

8           **SECTION 3 – MEDICAL ARBITRATION**

9           A grievance from an Employee who is removed from service or refused permission to return  
10 to work from sick leave or a leave of absence due to a physical or mental disability, which prevents  
11 the Employee from performing all of his/her duties, will be handled in the following manner:

12           **Step 1:** The Employee shall present to METRO a medical release from his/her  
13 physician, which authorizes the Employee to perform, without restriction, all duties of his/her  
14 position. In the absence of such medical release, the parties agree that no grievance exists. If  
15 METRO does not accept the medical release, METRO will, at its expense, refer the Employee to a  
16 physician of METRO's choice for a medical examination. If METRO's physician authorizes the  
17 Employee's return to work, the Employee will be allowed to work and METRO will pay all back  
18 wages and benefits from the date of the Employee's original medical release. If METRO's physician  
19 does not authorize the Employee's return to work and the Employee still wishes to work, the Union  
20 Business Representative or designee may within forty-five (45) days from notification refer the  
21 grievance to Step 2. Such referral must be in writing.

22           **Step 2:** If the Employee's physician and METRO's physician disagree on whether the  
23 Employee may return to work, the two physicians shall discuss the issue. If these physicians cannot  
24 resolve the issue, it shall be referred to the Arbitration Board in accordance with Section 2. The  
25 Arbitration Board will determine whether the Employee can perform his/her duties without  
26 restriction. The decision of the Arbitration Board shall be final and binding on the parties. Should  
27 the Arbitration Board rule in favor of the Employee, the Employee shall be returned to work without  
28 loss of seniority. The Arbitration Board shall determine the date upon which the Employee, in the

1 Arbitration Board's opinion, was able to fully perform the duties of his/her position. The Employee  
2 shall receive all back pay and benefits from that date. Should the Arbitration Board rule in favor of  
3 METRO, the Employee (excluding entry level probationary Employees) will be given priority  
4 consideration for obtaining another King County job for which the Employee meets minimum  
5 requirements and in which he/she can be placed in accordance with METRO's Merit System. The  
6 power and the authority of the Arbitration Board shall be limited strictly to determining whether the  
7 Employee can perform his/her duties. The Arbitration Board shall not have the authority to add to,  
8 subtract from, or modify METRO's job descriptions.

9 **SECTION 4 – EXPEDITED ARBITRATION**

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

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

25 B. If the parties agree on an expedited arbitration process:

- 26 1. The power and authority of the arbitrator shall be to hear and decide each  
27 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of  
28 the AGREEMENT;

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

6                                   3. The decision of the arbitrator shall be based solely on the evidence and  
7 arguments presented by the parties at the hearing.

8                                   4. The expense of the impartial arbitrator shall be borne equally by both  
9 parties.

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

12                                  6. Each party shall be responsible for the cost of its own attorney fees.

13                                  C. If the parties are unable to agree within fourteen (14) calendar days of notification  
14 on an expedited arbitration procedure, the arbitration procedure in Section 2 of this Article shall be  
15 followed.

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1 **ARTICLE 6: SENIORITY**

2 ***SECTION 1 – CALCULATING SENIORITY***

3 Seniority will be calculated in the following manner:

4 A. In the case of two (2) or more Employees newly hired within the same job  
5 classification on the same date, seniority will be calculated by the order of their respective application  
6 dates with RAIL during the current recruitment period, including hours and minutes.

7 B. If two (2) or more Employees are promoted/transferred at the same time to the  
8 same job classification, the date of current continuous RAIL hire date, if applicable, will determine  
9 seniority. This also applies to Employees who start work in the new position on different days due to  
10 different RDO combinations.

11 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,  
12 and assignments will be determined by seniority earned in a specific job classification. METRO date  
13 of hire/qualification will be used to determine the amount of vacation and benefits earned.

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

15 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted  
16 or transferred to a position in METRO outside of the Bargaining Unit shall retain his/her Bargaining  
17 Unit seniority for one (1) year from the date of promotion or transfer; however, such employee shall  
18 retain his/her Bargaining Unit seniority for purpose of layoff.

19 B. Any King County employee not represented by the UNION who previously has  
20 attained permanent status in a Bargaining Unit job classification, and who voluntarily demotes or is  
21 involuntarily demoted back to such classification after one (1) year will not be eligible for  
22 reinstatement of seniority in such classification. In no case shall such a demotion displace any  
23 Bargaining Unit Employee.

24 C. Any Employee who voluntarily demotes or is involuntarily demoted, other than  
25 demotion caused by layoff, will forfeit all rights to the classification from which the Employee was  
26 demoted. Due to poor health or for other compelling reasons, an Employee may request a voluntary  
27 demotion to a classification within RAIL or his/her former Bus-Side division in which the Employee  
28 has attained permanent status. If an Employee is involuntarily demoted or is granted a voluntary

1 demotion, he/she will be reinstated to the position in seniority which he/she had formerly achieved in  
2 the classification to which he/she has been demoted.

### 3 **SECTION 3 – DETAILS/SPECIAL PROJECTS**

4 A. METRO and the UNION recognize the value provided to Employees by having  
5 detail opportunities available. METRO and the UNION also agree that detail opportunities should  
6 balance the desire of many Employees to prepare for promotional opportunities with the need to have  
7 an Employee accumulate experience in a detail position in order to be effective in that position.

8 B. An Employee who is detailed to a capital improvement project shall return to  
9 his/her regular position on a date mutually agreed by the UNION and METRO at the beginning of the  
10 project. An Employee who is detailed to a position outside the Bargaining Unit for work other than  
11 an agreed project will not exceed one (1) year in the detail position.

12 C. Any Employee who is in a detail position for at least ninety (90) days shall be  
13 required to spend at least ninety (90) days in his/her regular position before being detailed to another  
14 position.

15 D. An Employee who exceeds the time limits (project end date or one (1) year) may  
16 lose his/her Bargaining Unit seniority for the purpose of pick, but shall retain seniority for the purpose  
17 of layoff.

### 18 **SECTION 4 – SENIORITY LISTS**

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

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

### 28 **SECTION 5 – RAIL SENIORITY**

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**A. Seniority for Rail Operators**

All Rail Operators who successfully complete the training program will have Rail Operator seniority based upon their respective Full-Time Bus Transit Operator seniority. This seniority shall prevail for selection of work, vacations, holiday time off, layoffs, and recall.

**B. Seniority for Rail Supervisors**

Rail Supervisors and Bus First-Line Supervisors will be in a single seniority list, hereafter referred to "Supervisor Seniority".

1. Rail Supervisors who come from Bus First-Line Supervisor positions will maintain their Supervisor seniority.
2. Rail Supervisors who do not come from Bus First-Line Supervisor positions will have their Supervisor Seniority based upon their date of hire as a Rail Supervisor.

**C. Seniority for Electromechanics**

Seniority in the Electromechanic classification shall be from date of hire in the Electromechanic classification. Ties among METRO Employees shall be resolved in favor of the Employee with the most METRO seniority.

**D. Seniority for Other Rail Positions**

Rail seniority will be based on date of hire into RAIL.

**E. Seniority for Streetcar Operators**

All Streetcar Operators who successfully complete the training program will have Streetcar Operator seniority based upon their respective Full-Time Bus Transit Operator seniority. This seniority shall prevail for selection of work, vacations, holiday time off, layoffs, and recall.

**F. Seniority for Streetcar O&M Supervisors**

1. Employees who are hired in the initial round of hiring will be given a seniority number as Streetcar O&M Supervisors based on their current continuous METRO date of hire.
2. After the initial round of hiring, seniority rank in each job classification shall be based on date of hire in each classification. Ties among METRO employees shall be resolved in favor of the employee with the most METRO seniority based on their current continuous

1 METRO date of hire.

2 **G. Seniority for Streetcar Maintainers**

3 Seniority in the Streetcar Maintainer classification shall be from the date of hire in the  
4 Streetcar Maintainer classification.

5 **SECTION 6 – COMMITMENT TO RAIL**

6 **A. Commitment to Rail for Rail Operators**

7 1. Full-Time Bus Transit Operators who are hired into Rail Operator positions  
8 commit to no less than 1 year in Rail.

9 2. One time per year, on a date established by management, Rail Operators  
10 may declare that they wish to return to Bus Transit Operator positions. Each year for the first two  
11 years of Revenue Service, the number of Rail Operators who shall be allowed to return to Bus Transit  
12 Operator positions shall be limited to 10% of the Employees in the Rail Operator classification.  
13 Additional Employees may be allowed to return to Bus Transit Operator positions at METRO's sole  
14 discretion. Those Employees who are eligible to return to Bus Transit Operator positions will be  
15 integrated into the next Bus shake-up.

16 • The highest seniority Rail Operators have first choice of return.  
17 • Employees leaving Rail will return to their Bus-Side position with  
18 bus seniority. Time spent in Rail Operator positions will count toward Bus Transit Operator seniority  
19 for those Employees who return to Bus Transit Operator positions.

20 • After two years of Revenue Service, once per year at a time  
21 designated by Rail, the most senior Bus Transit Operators who have satisfactorily completed Rail  
22 training and have left Rail in good standing may fill up to twenty percent (20%) of the Rail Operator  
23 positions. Returning Rail Operators will be required to successfully complete recertification training.  
24 Bus Transit Operators may not otherwise exercise their seniority to bump Rail Operators from their  
25 positions.

26 3. Any Employee who fails Rail training or Rail probation, or returns to Bus in  
27 any manner other than through the annual system, shall not be permitted to return to Rail for two  
28 years, except at management's discretion.

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**B. Commitment to Rail for Rail Supervisors**

Once Revenue Service begins, one time per year on a date established by management, no more than 20% of the Rail Supervisors may announce their intentions to return to Bus First-Line Supervisor positions. Such Employees will be reintegrated into the Bus First-Line Supervisor position. This option is available only to those Rail Supervisors who were previously Bus supervisors.

**C. Commitment to Rail for Electromechanics**

Electromechanics can return to their former classification without a loss of seniority within one (1) year. After one (1) year, an Employee shall forfeit seniority held in the Employee's previous classification; however, by mutual agreement between METRO and the UNION, said Employee may be returned to his/her former position without loss of seniority.

**D. Commitment to Streetcar – Streetcar Operators**

1. Full-Time Bus Transit Operators who are hired into Streetcar Operator positions commit to no less than 1 year in Streetcar.

2. Streetcar Operators hired before January 2010 agree not to apply for Rail Operator positions in Link Light Rail. Effective January 1, 2010 all Streetcar Operators will be eligible to apply for Rail Operator positions in the same manner as Bus Transit Operators and with all of their Bus Transit Operator and Streetcar Operator seniority.

3. One time per year, on a date established by management, Streetcar Operators may declare that they wish to return to Bus Transit Operator positions. Each year for the first two years of Revenue Service, the number of Streetcar Operators who shall be allowed to return to Bus Transit Operator positions shall be limited to 10% of the Employees in the Streetcar Operator classification no less than one employee. Additional Employees may be allowed to return to Bus Transit Operator positions at METRO's sole discretion. Those Employees who are eligible to return to Bus Transit Operator positions will be integrated into the next Bus shake up.

- The highest seniority Streetcar Operators have first choice of return.
- Employees leaving Streetcar will return to their Bus-Side position

with bus seniority. Time spent in Streetcar Operator positions will count toward Bus Transit



1 Operator seniority for those Employees who return to Bus Transit Operator positions.

2                                 • After two years of Revenue Service, once per year at a time  
3 designated by management, the most senior Bus Transit Operators who have satisfactorily completed  
4 Streetcar training and have left Streetcar in good standing may fill up to twenty percent (20%) of the  
5 Streetcar Operator positions. Returning Streetcar Operators will be required to successfully complete  
6 recertification training. Bus Transit Operators may not otherwise exercise their seniority to bump  
7 Streetcar Operators from their positions.

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

11                                 **E. Commitment to Streetcar – O&M Supervisors**

12                                 1. Bus-Side Employees who are hired into Streetcar positions commit to no  
13 less than 1 year in Streetcar.

14                                 2. Streetcar Employees hired before January 2010 agree not to apply for Rail  
15 positions in Link Light Rail. Effective January 1, 2010 all Streetcar Employees will be eligible to  
16 apply for Rail positions in the same manner as Bus Employees and with all of their Bus and Streetcar  
17 seniority.

18                                 3. One time per year, on a date established by management, Streetcar O&M  
19 Supervisors may declare that they wish to return to Bus positions. Prior to Revenue Service, RAIL  
20 and the Union shall identify the shake-up associated with the return of Employees to the Bus-Side.  
21 Each year, the number of Streetcar Employees who shall be allowed to return to Bus positions shall  
22 be limited to 10% per classification (no less than 1 Employee). Additional Employees may be  
23 allowed to return to Bus at METRO's sole discretion. Those Employees who are eligible to return to  
24 Bus positions will be integrated into the next Bus shake up.

25                                 • The highest seniority Employee will have first choice of return.  
26                                 • Employees leaving Streetcar will return to their Bus-Side position  
27 with bus seniority. Time spent in Streetcar positions will count toward Bus seniority for those  
28 Employees who return to Bus positions.

1                   4. Any Employee who fails Streetcar training or Streetcar probation, or returns  
2 to Bus in any manner other than through the annual system, shall not be permitted to return to  
3 Streetcar for two years, except at management's discretion.

4                   **F. Commitment to Streetcar – Streetcar Maintainers**

5                   1. Bus-Side Employees who are hired into Streetcar positions commit to no  
6 less than 1 year in Streetcar.

7                   2. Streetcar Employees hired before January 2010 agree not to apply for Rail  
8 positions in Link Light Rail. Effective January 1, 2010 all Streetcar Employees will be eligible to  
9 apply for Rail positions in the same manner as Bus Employees and with all of their Bus and Streetcar  
10 seniority.

11                   3. One time per year, on a date established by management, Streetcar  
12 Maintainers may declare that they wish to return to Bus positions. Prior to Revenue Service, RAIL  
13 and the Union shall identify the shake-up associated with the return of Employees to the Bus-Side.  
14 Each year, the number of Streetcar Employees who shall be allowed to return to Bus positions shall  
15 be limited to 10% per classification (no less than 1 Employee). Additional Employees may be  
16 allowed to return to Bus at METRO's sole discretion. Those Employees who are eligible to return to  
17 Bus positions will be integrated into the next Bus shake up.

18                   • The highest seniority Employee will have first choice of return.  
19                   • Employees leaving Streetcar will return to their Bus-Side position  
20 with bus seniority. Time spent in Streetcar positions will count toward Bus seniority for those  
21 Employees who return to Bus-Side positions.

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

1 **ARTICLE 7: LAYOFF AND RECALL**

2 ***SECTION 1 – REASON FOR LAYOFF***

3 METRO will not lay off any Employee except due to reduction in service, lack of work, lack  
4 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs forty-  
5 five (45) days or more in advance in order to allow METRO and the UNION to investigate whether  
6 Employees scheduled for layoff may continue to be employed by METRO. If a reduction in the work  
7 force should prove unavoidable and provisions cannot be made to retain affected Employees at  
8 different job classifications within METRO, then METRO and the UNION will form a relocation task  
9 force to seek alternate gainful employment for affected Employees.

10 ***SECTION 2 – METHOD OF REDUCTION***

11 A. METRO shall determine the positions to be eliminated. Layoffs shall occur by  
12 inverse seniority, within the affected job classification, within the division.

13 B. A laid-off Employee who has attained regular status in another job classification  
14 may displace a less senior Employee in said classification. A position in the highest paying  
15 classification, in which there is a less senior Employee and in which the Employee previously has  
16 attained regular status, will be offered, except that an Employee shall not be placed into a  
17 classification from which the Employee has demoted or failed to complete the probationary period.  
18 For such purpose, seniority shall be calculated to include all time spent in the classification in which  
19 the Employee is placed, plus any continuous time spent in other Bargaining Unit classifications with  
20 higher top step wage rates, in which the Employee had attained regular status.

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

22 A. An Employee shall be eligible for reinstatement for twenty-four (24) months  
23 following layoff and shall be recalled to service in the order of his/her seniority within a division, and  
24 by job classification. To be eligible for reinstatement, a laid-off Employee must keep METRO  
25 informed of his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by  
26 mailing a notice by registered mail to the most recent address supplied by the laid-off Employee. A  
27 laid-off Employee must notify METRO within fifteen (15) days after such reinstatement offer has  
28 been mailed by METRO and report for work at the time and place stipulated in the notice.

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**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.**

1 **ARTICLE 8: HOLIDAY**

2 **SECTION 1 – VEHICLE MAINTENANCE, AND WAY/POWER & SIGNAL**

3 Eligible Employees, except Employees in the classifications of Rail Operator and Rail  
4 Supervisor, shall be granted the eleven (11) holidays specified in Section 3, as days off with eight (8)  
5 hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight  
6 (8) hours AC time. An Employee who works on the day of observance, as part of his/her regular  
7 work schedule, will receive eight (8) hours pay for such day and will receive AC time at the rate of  
8 time and one-half (1-1/2) for all time worked.

9 **SECTION 2 – RAIL OPERATORS AND RAIL SUPERVISORS**

10 Eligible Employees in the classifications of Rail Operator and Supervisor shall be granted the  
11 eleven (11) holidays specified in Section 3 as days off with eight (8) hours pay. An Employee who is  
12 on RDO or vacation on the day of observance shall receive eight (8) hours AC time. An Employee  
13 who works on the day of observance, as a part of his/her regular work schedule, will receive eight (8)  
14 hours pay for such day and will receive AC time for all time worked, calculated in the method  
15 provided in this AGREEMENT for work performed on non-holidays.

16 **SECTION 3 – DAYS OF OBSERVANCE**

17 Each listed holiday shall be observed once each calendar year on the date established by state  
18 law or, if there is no such law, on the date established by METRO. When one (1) of the holidays  
19 designated below falls on Sunday, the holiday shall be observed on Monday. When one (1) of the  
20 holidays designated below falls on Saturday, the holiday shall be observed on Friday.

21

22 New Year's Day	Labor Day
23 Martin Luther King Junior Day	Veterans Day
24 Lincoln's Birthday	Thanksgiving Day
25 Presidents' Day	Day after Thanksgiving
26 Memorial Day	Christmas Day
27 Independence Day	

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1                   **SECTION 4 – PERSONAL HOLIDAY**

2                   A. Each Employee may choose one (1) personal holiday per payroll year.

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

5                               1. When an Employee has not used his/her personal holiday during a payroll  
6 year, the holiday will be converted to eight (8) hours of vacation or ten (10) hours of vacation if  
7 he/she is working a regularly picked 4/40 assignment.

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

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

12                   C. An Employee must complete the initial ninety (90) calendar days of employment  
13 before taking a personal holiday, except those Employees from the Bus-Side.

14                   **SECTION 5 – SHIFT DIFFERENTIAL**

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

16                   **SECTION 6 – ELIGIBILITY**

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

19                              1. Be on the payroll the scheduled workdays immediately before and after the  
20 holiday; and;

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

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1 **ARTICLE 9: VACATION**

2 ***SECTION 1 – VACATION ENTITLEMENT***

3 A. Annual paid vacations shall be granted to eligible Employees based upon straight-  
4 time hours paid during the preceding payroll year. Vacation accrual credit will be given to  
5 Employees for unpaid time off granted by METRO to conduct official UNION business, except as  
6 limited by Article 10, Section 3. Employees shall continue to accrue vacation during unpaid leaves of  
7 absence up to a maximum of forty (40) hours during each payroll year.

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

10 C. The applicable accrual rate for all RAIL Employees will be based upon years of  
11 active service since the Employee's most recent date of employment with METRO. RAIL Employees  
12 who come from a Full-Time Bus position will retain their vacation accrual date. Part-Time (bus)  
13 Operator vacation will be carried over from METRO in the manner historically counted by METRO.

14 D. Active service shall not include unpaid leaves of absence which exceed thirty (30)  
15 consecutive calendar days.

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

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F. Vacation Accrual Table

Completed Years of Active Service	Vacation Hours Accrued Per Paid Straight-Time Hour	Maximum Hours Per Biweekly Pay Period Based on 80 Hours	Maximum Hours Accrued Per Year to Be Used in the Following Year	Maximum Days Accrued Per Year To Be Used in the Following Year
0-4	.0385	3.080	80	10
5-9	.0577	4.616	120	15
10-15	.0770	6.160	160	20
16	.0810	6.480	168	21
17	.0847	6.776	176	22
18	.0885	7.080	184	23
19	.0924	7.392	192	24
20	.0962	7.696	200	25
21	.1000	8.000	208	26
22	.1039	8.312	216	27
23	.1077	8.616	224	28
24	.1116	8.928	232	29
25+	.1154	9.232	240	30

G. Each Employee shall be paid for accrued vacation to a maximum of eight (8) hours per day, except as provided elsewhere in this AGREEMENT.

H. An Employee may take any vacation earned in a payroll year, in the next payroll year.

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

**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 8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere



1 with the function of RAIL; but which accommodate the desires of the Employees to the greatest  
2 degree feasible.

3 **SECTION 3 – SELECTION OF VACATIONS**

4 Selection of vacation shall be by RAIL seniority within the work group the Employee is  
5 working.

6 **SECTION 4 – VACATION CARRY OVER**

7 A. Following one (1) full accrual year, an Employee may carry over vacation based on  
8 the following schedule:

9

10 Completed Calendar Years of Service	Days Allowed To Carry Over Each Year
11 1 - 4	2
12 5 - 9	3
13 10 - 14	4
14 14 +	5

15

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

19 B. The number of vacation days carried over shall not exceed the number of annual  
20 vacation days for which the Employee is currently eligible.

21 C. Except as otherwise provided in this AGREEMENT, an Employee desiring to use  
22 accumulated carryover vacation which he/she has not picked may use up to two (2) days per year in  
23 single day increments with the prior approval of his/her immediate supervisor. All other carryover  
24 vacation must be used in blocks of five (5) or more days and must be approved at least thirty (30)  
25 days in advance.

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

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**SECTION 5 – VACATION CASH OUT**

A RAIL Employee who has accrued more than eighty (80) hours of vacation in a year may elect to cash out a portion of his/her vacation, provided he/she picks a minimum of eighty (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 (8) hours up to a maximum of sixty (60) hours.

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

Upon an Employee’s termination or retirement from METRO, he/she 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 ninety (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 (1) 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 10, Section 3, shall be paid for whatever vacation he/she has earned by the effective date of leave before taking such leave. Alternatively, he/she may retain credit for all accumulated vacation, to be used after the leave of absence, in accordance with the procedures contained in Article 10, Section 3. However, should such UNION Officer not resume his/her employment with METRO, he/she will be paid at the rate in effect when the leave of absence began.

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***SECTION 1 – GENERAL***

3 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as  
4 limited by this AGREEMENT. Unpaid leaves of absence, not to exceed one (1) year, may be granted,  
5 at RAIL's option, for reasons other than those described in this Article. A reasonable amount of  
6 compassionate leave will be available to Employees under warranting circumstances as determined by  
7 RAIL. Requests must be submitted in writing to an Employee's immediate supervisor before any  
8 leave of absence begins. No unpaid leave of absence will be granted to an Employee to accept  
9 employment with another employer, except leaves for UNION business or leaves for government  
10 service in the public interest. The decision to grant or deny an unpaid leave of absence is not subject  
11 to the grievance/arbitration procedures in Article 5.

12 ***SECTION 2 – BEREAVEMENT LEAVE***

13 A. If an Employee's spouse/domestic partner or a child, parent, brother, sister,  
14 grandparent, or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee  
15 may take two (2) days off with pay for bereavement leave and one (1) additional day off with pay  
16 when total travel from the Employee's home to the memorial service and back exceeds two hundred  
17 (200) miles. Additionally, an Employee may use vacation, AC time and/or up to three (3) days of  
18 accrued sick leave for bereavement leave purposes, with the approval of the Employee's supervisor.  
19 RAIL may, at its discretion, grant bereavement leave for persons other than those listed above where  
20 a close family relationship exists. Use of sick leave for bereavement leave purposes shall not count  
21 toward probationary points or as an incidence of sick leave in determining verification requirements  
22 as specified in Article 11, Section 1.

23 B. An Employee on bereavement leave will be paid his/her regular rate of pay for days  
24 on bereavement leave. Such pay shall be based on the Employee's regular assignment to a maximum  
25 of eight (8) hours per day, except as provided in Article 13.

26 ***SECTION 3 – UNION BUSINESS***

27 A. Pay for time granted to an Employee for a leave of absence to conduct UNION  
28 business shall be deducted from regular pay on an hourly basis. All provisions of this

1 AGREEMENT relating to benefit costs, accruals and holiday eligibility shall remain in force while an  
2 Employee is on UNION business leave to a maximum of thirty (30) calendar days during each  
3 calendar year. For UNION business leave in excess of the thirty (30) calendar days, no benefits shall  
4 accrue (i.e., vacation and sick leave) and costs of benefit premiums (i.e., medical, dental, optical, and  
5 disability) shall be the responsibility of the UNION. For purpose of calculating the thirty (30) day  
6 limitation, RDOs and holidays shall be included only if the Employee was on UNION business leave  
7 the day preceding and the day after the RDO/holiday.

8           B. The thirty (30) day limitation for determining payment and accrual of benefits shall  
9 not include UNION Executive Board members while attending the regularly scheduled monthly  
10 Executive Board meeting, while attending membership meetings, while working on picks, while  
11 participating on a UNION negotiating committee, or while replacing the full-time UNION Officers  
12 during contract negotiations.

13           C. All full-time Local 587 UNION Officers, one (1) International UNION Officer,  
14 and/or one (1) A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from  
15 METRO.

16           D. If an Employee is granted a leave of absence, he/she will continue to accrue all  
17 types of seniority, including vacation seniority, during the effective period.

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

22           F. During days of general UNION election, additional members not to exceed seven  
23 (7), shall be granted leave to act as tellers.

24           **SECTION 4 – JURY DUTY**

25           A. Upon receiving notification to report to serve on jury duty, jury panel, or jury test,  
26 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury  
27 duty and submits proof of report for same, he/she shall receive time off with pay at his/her regular  
28 rate of pay for his/her regular assignment, not to exceed eight (8) hours per day for each day served.

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

3           B. Any Employee excused from jury duty less than four (4) hours after his/her jury  
4 duty reporting time, shall promptly notify his/her immediate supervisor and may be required to report  
5 back to work. An Employee also shall have at least twelve (12) hours off between the completion of  
6 his/her scheduled day's assignment and reporting back to jury duty. If the Employee must change  
7 clothes before reporting to work, the Employee and supervisor shall agree on a reasonable report  
8 time.

9           C. Except as provided above, no Rail Operator shall be required to report back to  
10 work. Such Operator may accept work if work is available.

#### 11           **SECTION 5 – MILITARY LEAVE**

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

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

- 17                   1. An Employee will be granted such paid military training leave per calendar  
18 year as is required by law.
- 19                   2. The Employee must present his/her orders for active training duty to his/her  
20 supervisor prior to taking such leave.
- 21                   3. The Employee will be paid for those days he/she normally would be  
22 scheduled to work during such leave up to a maximum of eight (8) hours per day.
- 23                   4. Employees covered by this Paragraph shall be granted all seniority rights  
24 and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

#### 25           **SECTION 6 – MATERNITY/PATERNITY LEAVE**

26           A. Upon request, an Employee shall be granted a maximum of six (6) months unpaid  
27 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption  
28 of his/her child. A request for such leave shall be filed with the Employee's immediate supervisor at

1 least sixty (60) days in advance of the anticipated leave commencement. An Employee on  
2 FMLA/KCFMLA leave will continue to have medical, dental and vision benefits premiums paid by  
3 METRO. The Employee may elect to self-pay basic or enhanced Life, Accidental Death and  
4 Dismemberment (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid  
5 leave.

6           B. A female Employee must report her pregnancy to METRO before the anticipated  
7 commencement of leave, and submit a physician's statement indicating the date when the physician  
8 expects the Employee will no longer be able to continue the normal duties of her position. Female  
9 Employees may continue normal duties until the date specified by the physician. After that date, the  
10 sick leave and disability provisions of this AGREEMENT shall apply for the period of disability.

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

12           As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee  
13 may take up to a combined total of twelve (12) weeks of leave for his/her own serious health  
14 condition (as defined by the Family Medical Leave Act of 1993), for the birth or placement by  
15 adoption or foster care of a child, or for the serious health condition of an immediate family member  
16 (an Employee's child, spouse, or parent), within a twelve (12) month period. To be eligible for leave  
17 under this section, an Employee must have been employed by King County for twelve (12) months or  
18 more and have worked a minimum of one thousand and forty (1,040) hours in the preceding twelve  
19 (12) months.

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

21           An Employee may take up to a combined total of eighteen (18) weeks of unpaid leave for  
22 his/her own serious health condition (as defined by the King County Personnel Guidelines), or for  
23 family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve (12) month  
24 period. To be eligible for leave under this Section, an Employee must have been employed by King  
25 County for twelve (12) months or more and have worked a minimum of one thousand and forty  
26 (1,040) hours in the preceding twelve (12) months. The leave may be continuous (consecutive days  
27 or weeks), or intermittent (taken in whole or partial days as needed). Intermittent leave is subject to  
28 the following conditions:

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

4           2. An Employee may take leave intermittently or on a reduced schedule when  
5 medically necessary due to a serious health condition of the Employee or family member of the  
6 Employee. If this leave is foreseeable based on planned medical treatment, the chief/supervisor or  
7 his/her designee may require the Employee to transfer temporarily to an available alternate position  
8 for which the Employee is qualified, that has equivalent pay and benefits, and that accommodates  
9 recurring periods of leave.

10           **SECTION 9 – LEAVE USAGE**

11           A. Sick leave usage: In addition to those circumstances outlined in Article 11,  
12 Section 1, Employees may use sick leave to care for family members provided the following two (2)  
13 conditions are met:

14                   1. The Employee has been employed by King County for twelve (12) months  
15 or more and has worked a minimum of one thousand and forty (1,040) hours in the preceding twelve  
16 (12) months.

17                   2. The leave is for one of the following reasons:

18                           a. the family member is the Employee's spouse or domestic partner,  
19 the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the  
20 family member has a serious health condition as defined by the King County Personnel Guidelines; or

21                           b. the birth of a child and care of the newborn child, or placement of  
22 the child by adoption or foster care; provided the leave is taken within twelve (12) months of the  
23 birth, adoption, or placement.

24           B. Accrued leave usage:

25                   1. When taking leave for his/her own health reasons, an Employee must use all  
26 of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The  
27 Employee may use accrued vacation or AC time before going on unpaid status.

28                   2. When taking a leave for family reasons, the Employee must choose at the

1 start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to  
2 take paid leave for family reasons he/she must use all her/his sick leave prior to going on unpaid leave  
3 or using vacation or AC time. However, an Employee taking paid leave for family reasons may set  
4 aside a reserve of up to eighty (80) hours of accrued sick leave which does not have to be used during  
5 the leave for family reasons.

6 C. An Employee who has exhausted all of his/her sick leave may use accrued vacation  
7 leave and AC time before going on leave of absence without pay, if approved by his/her  
8 chief/supervisor, or as provided by federal law.

9 ***SECTION 10 – CONCURRENT RUNNING OF LEAVE***

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

12 ***SECTION 11 – WITNESS LEAVE***

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

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

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

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1 **ARTICLE 11: SICK LEAVE**

2 ***SECTION 1 – PROCEDURES***

3 A. A regular Employee who is off work due to one of the following reasons shall be  
4 eligible for sick leave:

- 5 1. The Employee's bona fide illness or non-occupational injury.
- 6 2. Supplemental payment for an occupational injury when payments, as  
7 specified in Article 12, Section 7, are exhausted.
- 8 3. A part-time Employee's occupational injury for up to three (3) calendar  
9 days immediately following the injury.
- 10 4. To care for the Employee's child if the following conditions are met:
  - 11 a. The child is under the age of eighteen (18).
  - 12 b. The Employee or the Employee's spouse/domestic partner is the  
13 natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person having  
14 custody/legal control of the child.
  - 15 c. The Employee's child has a health condition requiring the  
16 Employee's personal supervision during the hours of his/her absence from work.
  - 17 d. The Employee actually attends to the child's care during the absence  
18 from work.
- 19 5. The care of an Employee's adult family member whose health condition  
20 requires the Employee's personal supervision during his/her absence from work.
- 21 6. The Employee's personal appointment with a licensed health care provider.

22 B. Absences for sick leave must be reported at least thirty (30) minutes before the  
23 Employee is scheduled to report. An absence reported less than thirty (30) minutes before an  
24 Employee is scheduled to report will be considered unexcused and will not be changed to an excused  
25 absence unless such Employee can submit verification from a licensed practitioner that he/she or  
26 his/her child received medical treatment and the Employee was unable to report the absence as  
27 required. Payment will be made only when the Employee, child, or qualifying family member is sick.

28 C. The ability to work regularly is a requirement of continued employment.

1                   D. Each Employee who uses paid sick leave, or who takes other time off for a reason  
2 permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the  
3 Employee's absence is for a reason permitted by paragraph A, and that the Employee understands use  
4 of sick leave in a manner inconsistent with paragraph A constitutes a falsification of a sick report,  
5 which is a major infraction per Article 4, Section 3. A certification will be turned in within five (5)  
6 calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide  
7 the certification shall receive an unexcused absence for each day or partial day of absence for which  
8 there is no signed certification.

9                   E. Except as follows, medical verifications will no longer be required for absences,  
10 and will be replaced by the self-certification program described above. METRO may require medical  
11 or, as appropriate, other independent verification whenever:

- 12                                 1. An Employee is absent for more than five consecutive work days, or
- 13                                 2. An Employee has insufficient accrued sick leave to cover an absence for a  
14 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or
- 15                                 3. An Employee has previously been placed on notice of suspected sick leave  
16 abuse (which is not grievable), and is thereafter further suspected of sick leave abuse after a  
17 reasonable investigation. The assessment of whether a reasonable suspicion exists will depend on all  
18 of the facts and circumstances known to the Unit Supervisor responsible for making the decision.  
19 Evidence of potential sick leave abuse may include but is not limited to circumstances where an  
20 Employee is absent repeatedly, or has absences that precede or follow RDO's, or that follow some  
21 other pattern. Verification under this paragraph may be required for a period up to six (6) months.

22                   F. An Employee who abuses sick leave may be subject to discipline. In addition to  
23 the discipline, such Employee may be required to provide medical verification of all sick leave use for  
24 a maximum period of one year from the most recent date of disciplinary action. METRO will not  
25 consider approved FMLA/KCFML leaves in assessing discipline.

26                   G. METRO may, at its discretion, visit or call an Employee at home to verify illness.

27                   H. When a medical verification is required, it shall be on a medical report acceptable  
28 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her

1 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick  
2 family member.

3 I. For medical appointments, METRO may request that the licensed practitioner's  
4 office confirm in writing that the Employee had an appointment. Further medical verification will not  
5 be required for a scheduled medical appointment when the Employee has given at least two days  
6 notice to his/her immediate supervisor.

7 J. Metro's Disability Services Coordinator/designee from Metro Disability Services  
8 and the Union President/designee shall immediately review any allegations of arbitrary and/or unfair  
9 treatment that are brought to their attention relating to the administration of paragraph E above. In  
10 such cases, no verifications shall be required until the review is complete. Furthermore, during  
11 January and July (unless otherwise mutually agreed), METRO and the UNION shall convene a  
12 special Joint Labor-Management Committee to monitor compliance and evaluate the experience with  
13 the new sick leave language contained herein.

14 K. Except as provided in paragraph E.3 and F, a full-time Employee who has at least  
15 five hundred (500) hours of accrued sick leave shall not be required to obtain a medical verification  
16 unless s/he falls under the five hundred (500) hour threshold as a result of illness/injury and a part-  
17 time Employee who has at least two hundred and fifty (250) hours of accrued sick leave shall not be  
18 required to obtain a medical verification unless s/he falls under the two hundred and fifty (250) hour  
19 threshold as the result of an illness/injury.

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

21 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate  
22 of 0.046 hours for each hour on regular pay status to a maximum of forty (40) hours per week. No  
23 Employee shall be entitled to sick leave with pay during the first thirty (30) days of employment  
24 except those from the Bus-Side. There shall be no limit on the amount of sick leave that can be  
25 accumulated.

26 **SECTION 3 – PAYMENT OF SICK LEAVE**

27 A. An Employee shall receive sick leave pay only for hours missed from a regular  
28 assignment, to a maximum of eight (8) hours at his/her regular straight-time rate per day for each

1 workday absent. A full-time Employee shall receive eight (8) hours sick leave pay for each full day  
2 missed from work, unless his/her accrued sick leave balance is less than eight (8) hours. A full-time  
3 Employee working a four/forty (4/40) schedule will be paid sick leave in accordance with Article 13,  
4 Section 8.

5 B. No Employee shall be paid sick leave in excess of his/her accrued sick leave.

6 C. Upon separation from employment as a result of death or service retirement, as  
7 defined by the Washington State Public Employee's Retirement System or the City of Seattle  
8 Retirement System, an Employee or his/her estate shall be paid thirty-five percent (35%) of accrued  
9 sick leave at the rate of pay in effect at time of separation. An Employee retiring under the City of  
10 Seattle Retirement System will have the option of having the legal equivalent of this thirty-five  
11 percent (35%) of accrued sick leave paid toward medical care premiums.

12 D. No payment will be made to an Employee who leaves METRO for any other  
13 reason.

14 E. An Employee who is receiving Workers' Compensation supplemental benefits for  
15 an occupational injury shall not be entitled to receive payment for sick leave, except as provided in  
16 Article 12, Section 7. An Employee will continue to accrue sick leave on straight-time hours missed,  
17 up to a maximum of ninety (90) workdays for each industrial injury.

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

20 **SECTION 4 – USE OF AC TIME**

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

24 **SECTION 5 – RESERVE SICK LEAVE**

25 Rail Employees employed with METRO as of November 1, 1977, were credited with a  
26 balance of sick leave known as reserve sick leave. Such reserve sick leave may be used only for an  
27 illness during which the Rail Employees is hospitalized as an inpatient for at least twenty-four (24)  
28 hours. No sick leave shall be transferred from such reserve account to the active account. All

1 regular sick leave in the active account must be exhausted before sick leave in the reserve account  
2 may be used. The provisions of Section 3, Paragraph C shall apply to reserve sick leave.

3 **SECTION 6 – SICK LEAVE DONATIONS**

4 A. Each calendar year, an Employee who has more than one hundred (100) hours of  
5 sick leave may donate a maximum of twenty-four (24) hours, in eight (8) hour increments, to  
6 individuals employed by King County. Donated sick leave becomes the property of the recipient.  
7 Donated sick leave may not be cashed out by the recipient upon retirement. Sick leave may be  
8 donated only to individuals employed by King County who have exhausted sick leave, vacation leave  
9 and AC time.

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

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

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1 **ARTICLE 12: BENEFITS**

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

4 A. King County presently participates in group medical, dental, vision, life, and long  
5 term disability insurance benefit programs. These programs, and the level of METRO premium  
6 contribution to these programs is determined by the Labor-Management Insurance Committee. The  
7 Committee is comprised of representatives from King County and its labor unions. The Committee's  
8 function shall be to review, study and make recommendations relative to existing medical, dental,  
9 vision, life, and long term disability insurance programs. King County agrees to continue the Labor-  
10 Management Insurance Committee.

11 B. All regular Employees and their dependents will be covered by the medical, dental,  
12 vision, life, and long term disability plans developed by the Labor-Management Insurance  
13 Committee. METRO agrees to maintain the level of benefits as provided by these plans and pay  
14 premiums as described in these programs through 2006. Benefits for 2007 will be the same unless  
15 modified by the Labor-Management Insurance Committee, in which case the UNION may negotiate  
16 alternative benefits.

17 C. The UNION and METRO agree to incorporate changes to Employee insurance  
18 benefits which King County may implement as a result of the agreement of the Labor-Management  
19 Insurance Committee referenced in Paragraph A, but otherwise METRO will not make unilateral  
20 changes to existing benefits.

21 D. An Employee will be eligible for the insurance benefits on the first calendar day of  
22 the month following his or her hire date or the day after his or her qualification date, whichever is the  
23 later date. However, if the later date is the first calendar day of the month, the Employee will be  
24 eligible for the insurance benefits on that date.

25 E. METRO will hold an open enrollment at least once during each calendar year.  
26 Employees will be allowed to make changes in their benefit selections during that open enrollment  
27 period.

28 ***SECTION 2 – MEDICAL BENEFITS – RETIREES***

1           Within sixty (60) days of service retirement, a retired Employee with five (5) or more years of  
2 consecutive service may continue medical and vision coverage with METRO at the prevailing  
3 METRO group rate until age sixty-five (65) or until he/she becomes eligible for Medicare. Such  
4 Employee waives all rights to COBRA coverage.

5           ***SECTION 3 – SHORT-TERM DISABILITY***

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

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

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

14          ***SECTION 5 – PERSONAL PROPERTY LOSS BENEFIT***

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

- 17                        1. The armed robbery, theft or assault occurs while the Employee is at work;  
18 and,  
19                        2. The property was in the personal possession of the Employee at the time of  
20 the theft or robbery or, in the case of Rail Operators, the property was on the train and was not left  
21 unattended, except when the Operator was required to leave the driver's compartment to attend to  
22 official METRO duties; and,  
23                        3. The Employee makes a robbery, theft or assault report to the Police  
24 Department; and,  
25                        4. The Employee files a claim with METRO and provides receipted bills to  
26 substantiate that replacements have been purchased or repairs made.

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

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<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

**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 eighty (80) hours times his/her hourly rate minus any mandatory deductions per pay period. The percentage shall be as follows:

- a. For the first sixty (60) work days missed – 100%.
- b. For the next sixty (60) work days missed – 90%.
- c. For the next one hundred forty (140) workdays missed – 80%.

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



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

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

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

8                                   1. Notify METRO's Workers' Compensation Office if unavailable for more  
9 than twenty-four (24) hours during a Monday through Friday period.

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

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

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

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

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

23                                  7. If records indicate two (2) "no shows" for scheduled medical or vocational  
24 services, supplemental payments may be terminated, provided such Employee and the UNION are  
25 notified seven (7) days in advance.

26                                  D. An Employee who misses work due to an on-the-job injury will continue to accrue  
27 vacation and sick leave on straight-time hours of work missed to a maximum of ninety (90) workdays  
28 during each calendar year. One (1) such ninety (90) day accrual will be allowed for each industrial

1 injury.

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

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

8 G. If an Employee is required by METRO to be cleared by the Workers'  
9 Compensation Office before returning to work, but he/she is not on pay status or receiving  
10 compensation from any source including short-term or long-term disability, such Employee will  
11 receive one-half (1/2) hour of straight-time pay. If a ride check also is required, such Employee will  
12 be paid an additional one (1) hour of straight-time pay.

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

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

20 **SECTION 8 – LEGAL DEFENSE**

21 Whenever an Employee is named as a defendant in civil action arising out of the performance  
22 of the Employee's duties and, such Employee was acting within the scope of employment, METRO  
23 shall, at the written request of such Employee, furnish counsel to represent such Employee to a final  
24 determination of the action, without cost to such Employee.

25 **SECTION 9 – COMMERCIAL DRIVERS LICENSE**

26 METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees  
27 who are required by RAIL to have a CDL.

28 **SECTION 10 – GENERAL CONDITIONS**

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

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

5           C. METRO shall not make its monthly contribution for medical, dental, group life  
6 insurance, long term disability insurance, or vision care for any Employee who is on leave of absence  
7 or other unpaid status for thirty (30) consecutive days or more, except as provided by applicable  
8 family medical leave laws or Article 10, Section 3, Paragraph B.

9           ***SECTION 11 – ACCUMULATED TIME***

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

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

16           C. AC time in excess of eighty (80) hours shall be paid in cash at the end of each pay  
17 period.

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

22           E. By written request, an Employee may cash out any portion of his/her AC bank,  
23 provided he/she cashes out at least eight (8) hours. Payment will be made as part of the next possible  
24 payroll following METRO's receipt of the request.

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

27           G. Bus-Side Employees coming to RAIL may bring a maximum of 40 hours of AC  
28 time that they have earned on Bus work to their new employment in RAIL.

1 H. During the Start-up Period, RAIL Employees will be limited to accruing a  
2 maximum of 40 hours of AC time at any given time.

3 I. METRO and the UNION agree not to use this provision as justification in any  
4 future negotiation/arbitration.

5 J. For the Rail Operator classification only, there shall be a guarantee of one time off  
6 slot for every forty-five Rail Operators normally scheduled to work on that day, rounded to the  
7 nearest forty-five. This slot shall be made available for the use of AC time, personal holiday, or  
8 single day vacation.

9 K. For other RAIL classifications, except as provided elsewhere in this  
10 AGREEMENT, and consistent with daily staffing requirement, RAIL will determine the number of  
11 Employees allowed to have time off. An Employee may use AC time for a reasonable amount of  
12 compassionate leave under warranting circumstances, as determined by RAIL.

13 ***SECTION 12 – RETIREMENT ACKNOWLEDGMENT***

14 Upon retirement, METRO will authorize the expenditure of up to fifty dollars (\$50) per  
15 Employee for the purpose of acknowledging that Employee's service to the citizens of King County.  
16 The Employee shall choose the form of acknowledgment from two (2) options: either a celebration,  
17 including refreshments, at the worksite or a luncheon with the Employee's immediate supervisor. In  
18 addition, each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted  
19 on it.

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1 **ARTICLE 13: FOUR/FORTY (4/40) ASSIGNMENTS**

2 **SECTION 1 – DEFINITION OF FOUR/FORTY (4/40) EMPLOYEES**

3 A. A four/forty (4/40) Employee shall be defined as a regular full-time Employee  
4 whose assignment is guaranteed a minimum of ten (10) hours straight-time pay per day for four (4)  
5 days per week in lieu of eight (8) hours straight-time pay per day for five (5) days per week.

6 B. An Employee who picks, or is assigned to, regular workweeks consisting of four  
7 (4) ten-hour shifts shall be subject to the provisions of this Article, which shall supersede any  
8 conflicting provisions elsewhere in this AGREEMENT.

9 **SECTION 2 – REGULAR DAYS OFF**

10 Each 4/40 Employee shall have three (3) RDOs per week, including at least two (2)  
11 consecutive days.

12 **SECTION 3 – HOLIDAYS**

13 Each 4/40 Employee shall be granted the same holidays as other Employees in his/her  
14 classification. An Employee who is on RDO or vacation on the day of observance, will receive eight  
15 (8) hours of AC time at the straight-time rate. An Employee who works on the day of observance, as  
16 part of his/her regular work schedule, will receive eight (8) hours AC time at the rate specified in  
17 Article 8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with  
18 the Employee's regular day to work, but the Employee is not scheduled to work, the Employee will  
19 receive ten (10) hours of holiday pay.

20 **SECTION 4 – PERSONAL HOLIDAY**

21 A 4/40 Employee who chooses a personal holiday will receive ten (10) hours of personal  
22 holiday pay.

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

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

26 **SECTION 6 – BEREAVEMENT LEAVE**

27 A 4/40 Employee on bereavement leave will be paid eight (8) hours bereavement leave plus  
28 two (2) hours sick leave for each workday of METRO-approved bereavement leave. A 4/40

1 Employee who has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee  
2 who is granted additional time off in accordance with Article 10, Section 2 will be paid ten (10) hours  
3 sick leave, AC time and/or vacation per workday for up to three (3) additional days.

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

5 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her  
6 regular rate of pay for ten (10) hours for each workday served on jury duty or military leave,  
7 respectively. An Employee may be required to revert to a work schedule of eight (8) hours per day,  
8 five (5) days per week for each pay week in which the leave is taken.

9 **SECTION 8 – SICK LEAVE**

10 A 4/40 Employee on sick leave will be paid a maximum of ten (10) hours at straight-time for  
11 each workday absent.

12 **SECTION 9 – DISABILITY**

13 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of  
14 disability according to hours normally scheduled to work. For any full weeks of disability, such  
15 Employee shall be considered as if he/she is an eight (8) hour per day, five (5) day per week  
16 Employee.

17 **SECTION 10 – OVERTIME**

18 All hours worked in excess of ten (10) hours in the scheduled workday or work on any of the  
19 three (3) RDOs shall be paid at the overtime rate of one and one-half (1-1/2) times the existing  
20 straight-time rate of pay for actual overtime hours worked, except where otherwise specified in this  
21 AGREEMENT.

22 **SECTION 11 – SHIFT CHANGE NOTIFICATION**

23 Employees will be provided with a minimum thirty (30) days notice prior to cancellation of a  
24 4/40 shift, except in Rail Operations. The availability of 4/40 shifts shall be determined by RAIL.

1 **ARTICLE 14: RATES OF PAY**

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

3 A. Effective on the start of the pay period that includes November 1, 2006, the top  
4 hourly wage rate for each job classification will be as shown in Addendum A (to Exhibit D) of this  
5 RAIL LABOR AGREEMENT.

6 B. Wage progressions are as follows:

7 1. Except for Rail Supervisors and Rail Supervisors-in-Training, each job  
8 classification will have five (5) step increments as follows: first step will be seventy percent (70%) of  
9 the top rate of the classification; upon completion of twelve (12) months, the second step will be  
10 eighty percent (80%); upon completion of the next twelve (12) months, the third step will be ninety  
11 percent (90%); upon completion of the next six (6) months, the fourth step will be ninety-five percent  
12 (95%); and upon completion of the next six (6) months, the fifth step will be one hundred percent  
13 (100%). A new hire in the position of Electromechanic may start at the ninety percent (90%) rate if  
14 RAIL determines that he/she is a fully qualified mechanic.

15 2. Rail Supervisors-in-Training will have two (2) step increments as follows:  
16 first step will be eighty-five percent (85%) of the top pay rate for the Rail Supervisor classification.  
17 Upon completion of six (6) months, the second step will be ninety percent (90%) of the top pay rate  
18 for the Rail Supervisor classification. Rail Supervisors will have five (5) step increments as follows:  
19 first step will be ninety percent (90%) of the top rate of the classification; upon completion of six (6)  
20 months, the second step will be ninety-two and five-tenths percent (92.5%); upon completion of the  
21 next six (6) months, the third step will be ninety-five percent (95%); upon completion of the next six  
22 (6) months, the fourth step will be ninety-seven and five-tenths percent (97.5%); and upon completion  
23 of the next six (6) months, the fifth step will be one hundred percent (100%).

24 C. An Employee who is promoted or upgraded into a classification with a higher top-  
25 step hourly rate shall be placed at the lowest step in the salary schedule for the new classification  
26 which results in an increase of at least two and one-half percent (2-1/2%). Thereafter, a promoted  
27 Employee shall progress to any subsequent wage steps based on completion of the required service  
28 periods. Service in the new classification on a temporary upgrade status prior to promotion shall not

1 be counted toward progression on the schedule.

2 **SECTION 2 – COST OF LIVING**

3 A. There will be two (2) full percentage cost-of-living adjustments payable on the  
4 start of the pay period that includes November 1, 2005, and November 1, 2006.

5 B. All cost-of-living adjustments will be based on the U.S. Department of Labor  
6 Consumer Price Index for Urban Wage Earners and Clerical Workers (All Cities figure: 1982-  
7 1984=100), or subsequent revisions of this index. These adjustments will be based on the following  
8 formula:

$$\frac{\begin{array}{c} \text{(index published for the ending} \\ \text{month of period)} \end{array} - \begin{array}{c} \text{(index published for the} \\ \text{base month of period)} \end{array}}{\begin{array}{c} \text{index published for the base month of period} \end{array}} = \%$$

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14 C. The adjustments paid on November 1 shall be for the twelve (12) month period  
15 reported in October. The base month for the adjustments paid on November 1 shall be September of  
16 the previous year.

17 D. The cost-of-living adjustment for the top step of each job classification shall be  
18 ninety percent (90%) of the number determined by the formula in Paragraph B times the base wage  
19 for such classification and shall be at least two percent (2%) and not more than six percent (6%).  
20 Such adjustment shall never result in a wage reduction. The base wage for each classification shall  
21 increase by at least three percent (3%) on the start of the first pay periods that include November 1,  
22 2005 and November 1, 2006. The base wage for each classification for the cost of living adjustments,  
23 shall be the top step wage in effect October 1, each year, for that classification. Other steps in the  
24 wage progression for each classification will be recalculated according to Section 1, based on the  
25 adjusted top step.

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



1 (\$01).

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

3 A. All assigned work performed in a higher paid classification will be paid a  
4 minimum of two (2) hours at the rate of the higher paid classification. When an Employee is  
5 assigned such work for more than two (2) hours up to and including four (4) hours, he/she will be  
6 paid at such rate for four (4) hours. When an Employee is assigned such work for more than four (4)  
7 hours, he/she will be paid at such rate for eight (8) hours and will be paid at the overtime rate for such  
8 classification, if applicable, for time in excess of eight (8) hours.

9 B. If an Employee is assigned work in a lower paid classification, such Employee  
10 shall not suffer any reduction in wages. However, an Employee who accepts a temporary  
11 appointment to a lower paid position shall receive the wage rate for such lower paid position.

12 **SECTION 4 – FLSA REQUIREMENTS**

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

15 B. A Rover, extra person, or a Relief Rail Supervisor who has his/her RDOs changed,  
16 resulting in a workweek of over forty (40) hours, will be paid overtime for all hours in excess of forty  
17 (40). RAIL will attempt, whenever possible, to provide such Employee with two (2) days off during  
18 each scheduled workweek.

19 **SECTION 5 – DEMOTION**

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

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1 **ARTICLE 15: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3 Temporary Employee shall mean a person who is employed for a period of time not to exceed  
4 six (6) months. However, Temporary Employees may be used for a maximum period of twelve (12)  
5 months on a special project, or for a longer period, if agreed to by the UNION, when the special  
6 project extends beyond twelve (12) months.

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

8 A full-time Temporary Employee who is selected by METRO for a permanent position in the  
9 same classification shall serve a six (6) month probationary period; however, if the Employee has  
10 ninety (90) or more days of continuous temporary employment in the classification at the time of  
11 selection, the probationary period shall be reduced to three (3) months.

12 ***SECTION 3 – WAGES AND BENEFITS***

13 A. A Temporary Employee shall be paid for actual hours worked at the current rate in  
14 effect for his/her classification and length of service. Such Employee is eligible for overtime pay  
15 after working more than eight (8) hours in one (1) day, forty (40) straight-time hours in one (1)  
16 workweek and/or for hours worked on holidays.

17 B. The employment period will count for pay purposes and the service will count for  
18 seniority accrual and continuous service credit only during a single period of temporary employment;  
19 provided, however, when a Temporary Employee is laid off by METRO and rehired as a permanent  
20 Employee within thirty (30) days, the prior service shall be credited as continuous service for  
21 purposes of pay only. Any Employee who voluntarily resigns or is discharged will not be eligible for  
22 prior service credit for purposes of pay or benefits if rehired as a permanent or Temporary Employee.

23 C. A Temporary Employee with less than ninety (90) days of service is not eligible for  
24 any Employee benefits.

25 D. A Temporary Employee who is employed for ninety (90) days or longer continuous  
26 service and who works full-time shall be eligible, beginning the first of the month following the  
27 ninety (90) day anniversary, for medical, dental, and optical benefits; sick leave, holidays, and  
28 vacation.

1 **ARTICLE 16: MODIFICATION PROVISION AND SAVINGS CLAUSE**

2 ***SECTION 1 – MODIFICATION PROVISION***

3 No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented,  
4 or considered a binding modification to this AGREEMENT unless first reduced to writing, identified  
5 as such, and signed by the Director of the Department of Transportation/designee and the UNION  
6 President/Business Representative/designee.

7 ***SECTION 2 – SAVINGS CLAUSE***

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

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1 **ARTICLE 17: TERM OF AGREEMENT**

2 This AGREEMENT will be made part of the COLLECTIVE BARGAINING AGREEMENT  
3 with Amalgamated Transit Union Local 587 and shall expire at the same time as the COLLECTIVE  
4 BARGAINING AGREEMENT.

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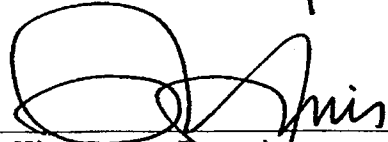
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APPROVED this 25 day of July, 2007

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By:   
King County Executive

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AMALGAMATED TRANSIT UNION  
LOCAL 587

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Lance F. Norton  
President/Business Agent

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**ADDENDUM A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES**

(Wage Rates for 11/1/06 through 10/31/07)

**TITLE**

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**Rail Section**

Rail Operator	\$25.34
Rail Supervisor	\$31.91
Rail Supervisor (Operations Control Controller)	\$33.51
Electromechanic	\$28.98
Rail Service Worker	\$23.53
Rail Laborer	\$22.65
Facilities Mechanic	\$28.98
Materials Service Center (MSC) Worker	\$25.27
Facilities Custodian	\$18.78
Track and Right Of Way (ROW) Maintainer	\$28.98
Signal and Communications Technician	\$29.98
Station Custodian	\$20.69

**Streetcar Section**

Streetcar Operator	\$25.34
Streetcar Supervisor	\$33.51
Streetcar Maintainer	\$28.98

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**ADDENDUM B – STATE AND CITY RETIREMENT PLANS**

Questions regarding State or City retirement should be directed to METRO’s Benefits and Records Office 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  
801 Third Avenue, Suite 300  
Seattle, WA 98104  
(206) 386-1292  
[www.cityofseattle.net/retirement/](http://www.cityofseattle.net/retirement/)