



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 22, 2007

Ordinance 15934

Proposed No. 2007-0526.2

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the Addendum
2 (Streetcar) to the Amalgamated Transit Union Local 587
3 collective bargaining agreement and two memoranda of
4 agreement negotiated by and between King County and
5 Amalgamated Transit Union Local 587 representing
6 employees in the department of transportation; and
7 establishing the effective date of said agreement.

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The Addendum (Streetcar) to the Amalgamated Transit Union
11 Local 587 collective bargaining agreement and two memoranda of agreement negotiated
12 between King County and Amalgamated Transit Union Local 587 representing
13 employees in the department of transportation and attached hereto are hereby approved
14 and adopted by this reference and made a part hereof.

15 SECTION 2. Terms and conditions of said agreements shall be effective from
16 September 1, 2007, through and including October 31, 2007.

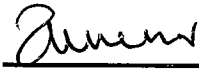
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Ordinance 15934 was introduced on 10/8/2007 and passed by the Metropolitan King
County Council on 10/22/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Mr. von Reichbauer, Mr. Dunn, Mr.
Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 2 day of NOVEMBER 2007.


Ron Sims, County Executive

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KING COUNTY COUNCIL

Attachments A. Addendum A - Street Car (Addendum to Rail Labor Agreement) Agreement
Between Amalgamated Transit Union, Local 587 and King County, B. Memorandum
of Agreement By and Between King County Representing Employees in the
Department of Transportation ("Rail") and Amalgamated Transit Union, Local 587
("Union"), C. Memorandum of Agreement By and Between King County
Representing Employees in the Department of Transportation ("Rail") and
Amalgamated Transit Union, Local 587 ("Union")

**ADDENDUM A - STREET CAR
(ADDENDUM TO RAIL LABOR AGREEMENT)
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY**

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1 **ARTICLE 15: FULL-TIME STREETCAR OPERATORS**

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

3 A. A Full-Time Streetcar Operator shall mean a person employed by METRO on a
4 continuing basis who receives an eight (8) hour minimum guarantee of straight-time pay per day, not
5 to exceed five (5) days per week, or a ten (10) hour minimum guarantee of straight-time pay per day
6 not to exceed four (4) days per week, provided he/she has accepted all work assigned as specified in
7 the remainder of this Article. For each regularly scheduled workday or portion thereof on which a
8 Full-Time Streetcar Operator does not perform his/her assignment, he/she shall lose his/her guarantee
9 for that day and he/she shall be paid only for actual time worked, unless otherwise provided in this
10 AGREEMENT. A regularly scheduled workday shall be defined as a day on which an Employee is
11 normally required to work.

12 B. There will be two (2) kinds of Full-Time Streetcar Operators: Regular Streetcar
13 Operators and Extra Board Streetcar Operators. A Regular Streetcar Operator shall mean a Full-Time
14 Streetcar Operator who picks runs as a work assignment for his/her eight (8) or ten (10) hour
15 guarantee. An Extra Board Streetcar Operator shall mean a Full-Time Streetcar Operator who picks
16 the Extra Board and works as assigned for his/her eight (8) hour guarantee.

17 C. "Loader" shall refer to an Employee who picks, or is assigned on the Extra Board, the task
18 of selling passage; but who does not drive the conveyance for which the passage is sold. A Streetcar
19 Operator who is assigned to loading duties may be assigned other duties during his/her shift.

20 ***SECTION 2 – FULL-TIME GUARANTEES***

21 A. Full-Time Streetcar Operators will not be required to accept Part-Time Streetcar
22 Operator status.

23 B. All runs will be worked by Streetcar Operators, except as provided elsewhere in
24 this Agreement.

25 C. All vacation reliefs will be worked by Streetcar Operators, except as provided
26 elsewhere in this Agreement.

27 D. The Extra Board will be worked only by Streetcar Operators, except as provided
28 elsewhere in this agreement.

1 E. Except as provided in Section 9, following the first year of revenue service, O&M
2 Supervisors will be limited to working no more than 120 hours platform time per calendar year.
3 When the total hours worked by O&M Supervisors exceeds three (3) hours platform time on a
4 Streetcar Operator assignment, the total hours worked will be counted towards the 120 hour
5 maximum. For each occurrence when RAIL exceeds the 120 hour threshold, RAIL will pay each
6 Streetcar Operator who worked on the day of the incident one (1) hour of pay at the rate of one and
7 one half (1-1/2) times the hourly rate. RAIL agrees to provide the UNION with an accounting
8 monthly or when requested, for the purpose of enforcing this AGREEMENT.

9 F. All Streetcar Operators on their regular work days will be paid straight through on
10 Saturdays, Sunday and modified schedule days.

11 **SECTION 3 – GENERAL CONDITIONS**

12 A. Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator
13 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
14 or O&M Supervisor to take the assignment.

15 B. The O&M Supervisor may use his/her judgment as to which employee to use in an
16 emergency.

17 C. Any Streetcar Operator not being relieved when arriving at the relief point will call
18 the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar
19 Operator does not wish to continue working, he/she shall request to be relieved. RAIL must relieve
20 the Streetcar Operator within (1-1/2) hours.

21 D. An assignment shall be defined as any work or duties that the Employee is required
22 to perform.

23 E. The cutoff time for calling to be removed from the sick list, and for signing the
24 layoff book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m.,
25 he/she may retain his/her following day's full assignment by calling off the sick list at least one (1)
26 hour prior to the start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

27 F. At each pick, a Streetcar Operator may indicate his/her preference regarding
28 training assignments. RAIL will attempt to accommodate a Streetcar Operator's preference when

1 assigning students; however, any Streetcar Operator may be given a training assignment if necessary.
2 Trainees shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
3 determines that safety would be jeopardized.

4 G. RAIL shall provide a minimum five (5) minute scheduled layover after each
5 revenue trip, except when:

- 6 1. The revenue trip is less than fifteen (15) minutes long, or
- 7 2. The revenue trip is the last revenue trip before the streetcar returns to the
8 base, or
- 9 3. The revenue trip is live-looped or through-routed, or
- 10 4. The layover has been reduced by mutual agreement of RAIL and the
11 UNION.

12 When circumstances beyond the Streetcar Operator's control result in less than five (5)
13 minutes layover in the previous two (2) hours, the Streetcar Operator shall be entitled to a five (5)
14 minute layover at the next southern terminal, except on his/her last trip, provided the Streetcar
15 Operator attempts to notify the O&M Supervisor. RAIL agrees to review routes or assignments
16 identified by the UNION as having insufficient layover time.

17 H. In order to provide reasonable breaks, RAIL shall endeavor to schedule at least one
18 (1) fifteen (15) minute layover in assignments over five (5) hours in length. When a Streetcar
19 Operator working an assignment finds it does not provide reasonable break time, the Streetcar
20 Operator should notify RAIL of such by filing a service report.

21 I. RAIL guarantees one (1) Streetcar Operator per week (on a date of the Employee's
22 choice) shall be excused from his/her assignment.

23 J. Streetcar Operators with previous Bus-Side experience shall be eligible for Bus-
24 Side SIT, provided they satisfy the SIT requirements.

25 K. All assignments shall be completed within a maximum fourteen (14) hour spread.
26 Such spread will begin with the start time of the first assignment following at least ten (10)
27 continuous hours off.

28 L. When a Streetcar Operator presents a valid medical restriction which prevents

1 operation of the equipment or in the facility of his/her assignment, METRO will work with the
2 UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-
3 up.

4 **SECTION 4 – RUNS**

5 A. There shall be two types of Full-Time Streetcar Operator runs.

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

8 2. A run combination or "combo" will consist of two (2) or three (3) pieces of
9 work which are at least seven hours and eleven minutes (7:11) in total work time, including platform,
10 report, travel time, and other duties as assigned (within the Employee's job classification), and which
11 are within a spread time of twelve and one-half (12-1/2 hours). Combos with more than one (1) split
12 will be paid straight-through for the lesser split. Any combo with a split of twenty-nine (29) minutes
13 or less will be paid straight-through and classified as a straight. Combos which quit after 8:00 p.m.
14 shall be paid straight through.

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

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

20 D. Any Extra Board Streetcar Operator working a regularly scheduled run shall be
21 paid the regularly scheduled run pay.

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

24 **SECTION 5 – STREETCAR OPERATOR PICKS**

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

27 B. A system shake-up shall occur three (3) times a year. Shake-ups shall be a
28 minimum of sixteen (16) weeks and a maximum of twenty (20) weeks, unless the UNION and RAIL

1 mutually agree otherwise. All established practices and procedures for the Streetcar Operator picks
2 shall be observed through this AGREEMENT. Work assignments will be selected at the pick for the
3 following shake-up period.

4 C. Copies of the pick schedule will be posted in the base and in the UNION office at
5 least two (2) weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,
6 certified Streetcar Operator seniority list three (3) weeks prior to the first day of the pick.

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

10 E. RAIL will determine the Regular work assignments and the number of Extra Board
11 positions and Extra Board RDO combinations. Regular work assignments will include five (5)
12 regular work days with an assigned run for each work day and two consecutive RDOs. 4/40
13 assignments will include four (4) regular workdays with an assigned run for each workday and three
14 (3) consecutive RDOs. Copies of all assignments will be posted in the base six (6) days prior to the
15 start of the assignment selection.

16 F. The UNION shall be supplied a copy of the final work assignments to be used for
17 the pick at least two (2) weeks prior to the first day of the pick.

18 G. Each Streetcar Operator shall have two (2) consecutive RDOs, or in case of a 4/40
19 Streetcar Operator three (3) consecutive RDOs, in every seven (7) day period, except when Streetcar
20 Operator shake-ups or move-ups make this impossible.

21 H. No Operator will be forced to pick an assignment of runs which would result in
22 less than ten (10) hours off between consecutive workday assignments, or less than fifty-six (56)
23 hours off on his/her two (2) consecutive RDOs.

24 I. The pick will be conducted by guidelines mutually established by the UNION and
25 RAIL. No Streetcar Operator shall be compensated for time spent in the selection process, unless it is
26 during his/her regular work hours.

27 J. A Streetcar Operator, who fails to appear at his/her scheduled pick time and who
28 does not notify the UNION of his/her choices via an absentee pick form, shall have an assignment

1 selected for him/her by the UNION representative. The UNION representative shall make an effort to
2 select an assignment comparable to the assignment last selected at a pick. Selections made by the
3 UNION will not be subject to the grievance/arbitration procedure.

4 K. Each Streetcar Operator must pick work which is compatible with any existing
5 medical restrictions s/he has on file with METRO. Failure to do so will result in a forfeiture of the
6 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
7 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
8 restriction.

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

17 **SECTION 6 – MOVE-UPS**

18 A. If regular or Extra Board assignments become vacant, less senior Streetcar
19 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
20 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
21 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
22 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations become
23 available, Extra Board Streetcar Operators at the base who could not have picked these RDO
24 combinations may choose the new RDO combinations. Streetcar Operator move-ups will be
25 conducted only when they can be implemented at least twenty-eight (28) days prior to a shake-up.

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

1 **SECTION 7 – SELECTING VACATIONS**

2 A. Vacations may be split into periods of one (1) or more full weeks. If an
3 Employee’s vacation is not evenly divisible into full weeks, the odd number of days must be taken as
4 a block in one (1) period.

5 B. Operators may pick only one (1) prime time vacation per year. METRO shall
6 determine the number of vacations offered in each period. Each year, METRO shall furnish the
7 UNION with a list of vacation periods.

8 C. The UNION shall determine the prime time periods for the following year and
9 inform METRO of their determination in writing in advance of the first day of the fall pick of the
10 current year.

11 D. Future pick and shake-up dates occurring during the vacation periods that
12 Operators can select at the current pick shall be posted in the pick room by METRO.

13 E. After a vacation relief has been assigned to an Extra Board Operator, there shall be
14 no changes in vacation unless agreed upon by the Operator who is assigned the vacation relief.

15 F. An Operator may, with METRO approval, change his/her vacation at the base to a
16 period which he/she did not have the seniority to pick provided the available period(s) are posted at
17 least one (1) week in advance.

18 **SECTION 8 – EXTRA BOARD**

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

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

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

24 D. Extra Board Streetcar Operators may exercise their seniority to work regular runs
25 that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained absence of
26 more than one week.

27 E. At RAIL’s discretion, Bus-side Transit Operators who have been trained as
28 Streetcar Operators may be added to the bottom of the Extra Board.

1 F. During a shake-up, any newly hired Streetcar Operators shall be placed at the
2 bottom of the Board. Selection of position shall be by seniority.

3 G. All work assigned to an Extra Board Streetcar Operator as part of his/her regular
4 workday assignment will be within a spread of fourteen (14) hours except in the case of an
5 emergency.

6 H. The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
7 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar
8 Operator who is available the following day will receive one (1) hour of straight time pay, except in
9 case of extreme emergency.

10 I. The Extra Board work shall be assigned according to the following rules:

11 1. Extra Board Streetcar Operators shall work all assignments as assigned by
12 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
13 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
14 description. Assignments may include "Report" time assignments as determined by an O&M
15 Supervisor.

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

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

21 4. If two (2) or more Streetcar Operator assignments quit at the same time,
22 they shall be assigned as follows:

23 a) A run will be assigned before a report.

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

26 c) If two (2) assignments pay the same, the assignment with the lesser
27 amount of work including report time and travel time will be assigned first.

28 d) If two (2) assignments pay the same and have the same amount of

1 work including report time and travel time, they will be assigned at the discretion of RAIL.

2 5. If the number of Extra Board Operators available for work on a regular
3 workday is greater than the number of available runs, reports and special work which fits the
4 definition of a run, then tripper combinations may be inserted in the assignment sequence according
5 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
6 under seven hours and eleven minutes (7:11) at METRO's discretion. Tripper combinations with
7 more than one (1) split will be paid straight-through for the lesser split. Any tripper combination split
8 of twenty-nine (29) minutes or less will be paid straight-through.

9 6. If the number of Extra Board Streetcar Operators available for work on a
10 regular workday is less than the number of available runs and special work which fits the definition of
11 a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

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

15 8. Any Extra Board Operator who receives an assignment out of sequence,
16 except as provided for elsewhere in this AGREEMENT, shall receive one (1) hour of straight-time
17 pay, except in case of extreme emergency. Any Operator who receives an overtime assignment out of
18 sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
19 assignment he/she should have had or the assignment he/she received, whichever is greater.

20 9. The following provisions shall apply to Extra Board Streetcar Operators
21 who choose vacation reliefs:

22 1) Extra Board Streetcar Operators may request to work the runs of
23 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave
24 of absence of one (1) week or more. Vacant runs may be picked as vacation reliefs until they are
25 filled by a move-up. Streetcar Operators will pick this work by seniority.

26 2) When a vacation relief assignment ends, the Extra Board Streetcar
27 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
28 RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief, or

1 remainder of an unpicked vacation relief, according to seniority. Such Streetcar Operators shall retain
2 the RDOs of the vacation relief through the remainder of the pay week.

3 3) Extra Board overtime policies remain unchanged.

4 4) An Extra Board Streetcar Operator picking a vacation assignment
5 must work the entire vacation assignment, except as provided in subparagraph (2).

6 10. If an Extra Board Streetcar Operator's normal sequence assignment
7 conflicts with his/her partial absence or non-driving assignment, then such Streetcar Operator will be
8 given an assignment which is not a straight through run. RAIL will attempt to maximize straight time
9 paid work hours for such Streetcar Operators.

10 J. No Streetcar Operator's RDO shall be cancelled or changed without the consent of
11 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall have
12 a minimum of fifty-six (56) hours off for his/her two (2) consecutive RDOs.

13 K. Extra Board Streetcar Operators working a report assignment:

14 1. Extra Board Streetcar Operators will be available for a spread of thirteen
15 (13) hours and must accept all work according to Extra Board Streetcar Operator work rules set forth
16 in this AGREEMENT.

17 2. A Streetcar Operator may voluntarily waive his/her 13-hour spread. A
18 Streetcar Operator may not waive the ten (10) continuous hours off. The maximum spread will be
19 fourteen (14) hours.

20 3. The Streetcar Operator with the earliest first report time gets the first piece
21 of work that is or becomes available within his/her spread, except in cases of emergency. If the
22 assignment is less than eight (8) hours work time, the Streetcar Operator may be assigned additional
23 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules
24 of Section 8, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late
25 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

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

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

4 6. No Extra Board Streetcar Operator will be required to work prior to report
5 time.

6 **SECTION 9 – OVERTIME**

7 A. All hours worked in excess of eight (8) hours in the scheduled workday or work on
8 a RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half (1-1/2) times
9 the existing straight-time rate of pay for actual overtime hours worked, except where otherwise
10 specified in this AGREEMENT.

11 B. Any Streetcar Operator working a regular run on his/her RDO shall be paid for
12 eight (8) hours at the overtime rate or for actual overtime hours worked, whichever is greater. A
13 Streetcar Operator who works two (2) separate and complete runs on the same day will be paid such
14 guarantee for each run. A Streetcar Operator assigned overtime on his/her RDO, per Paragraph C.2
15 and C.4, shall be guaranteed a minimum for the day of two hours and forty minutes (2:40) pay at the
16 overtime rate.

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

19 1. Extra Board Streetcar Operators on regular workday.
20 2. Extra Board Streetcar Operators on an RDO.
21 3. Regular Streetcar Operators on regular workday.
22 4. Regular Streetcar Operators on an RDO.
23 5. Extra Board Streetcar Operators on regular workday voluntarily exceeding
24 their 13 hour spread time, except as provided in Section 3, Paragraph K.

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

1 7. Extra Board Streetcar Operators on regular workday forced in inverse order
2 of seniority.

3 D. No Streetcar Operator shall be required to work on his/her RDO. No Regular
4 Streetcar Operator shall be assigned overtime work unless he/she volunteers for such work.

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

7 F. An Extra Board Streetcar Operator may request to add or remove overtime
8 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
9 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
10 with Paragraph C.7.

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

14 H. During a Streetcar Operator's eight (8) hour shift, RAIL may require the Streetcar
15 Operator to remain available to continue to perform work within his/her job classification.

16 **SECTION 10 – SPECIAL ALLOWANCES**

17 A. Ten (10) minutes report time shall be paid at the applicable rate.

18 B. Thirty (30) minutes straight-time pay shall be paid for the first report of each
19 accident. If a Streetcar Operator is required to fill out a report by the State of Washington or a local
20 police department in addition to his/her regular accident report, an additional thirty (30) minutes
21 straight-time pay shall be paid for filling out that report of the accident. If the Safety Officer approves
22 the first accident report and the Streetcar Operator is called in to fill out an additional report other
23 than those for the State of Washington or local police departments, an additional thirty (30) minutes
24 straight-time pay shall be paid for filling out each additional report. Forty-five (45) minutes straight-
25 time pay shall be paid for the first report of each accident involving a collision with another vehicle in
26 which both vehicles are moving or in any collision with a pedestrian.

27 C. The following straight-time premiums shall be paid only when these reports cannot
28 be completed during platform hours. To be paid, a Streetcar Operator must submit complete and

1 accurate reports:

2 1. Incident reports, except those involving Streetcar Operator assaults – ten
3 (10) minutes.

4 2. Incident reports involving Streetcar Operator assaults – twenty (20)
5 minutes.

6 3. Vandalism reports – five (5) minutes.

7 4. Found tags – five (5) minutes.

8 5. Streetcar Operator Request slips – five (5) minutes.

9 6. Safety reports, when requested by a supervisor – five (5) minutes.

10 7. Service reports, when requested by a supervisor – five (5) minutes.

11 D. A Streetcar Operator who is not on report shall be paid a minimum of one (1) hour
12 straight-time pay for a streetcar change.

13 E. One (1) hour straight-time pay shall be paid to a Full-Time Streetcar Operator for
14 each day spent instructing a student.

15 F. If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the
16 overtime rate applies, he/she will be paid at the overtime rate or receive the minimum tripper time,
17 whichever is greater.

18 G. The minimum time paid, including report and travel time, for regularly scheduled
19 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half
20 (2-1/2) hours straight-time pay (one hour forty minutes [1:40] overtime pay).

21 H. An Extra Board Streetcar Operator, who works past a twelve (12) hour spread on a
22 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
23 shall be paid spread pay to increase the rate of pay to time and one-half (1-1/2) for time in excess of
24 twelve (12) hours.

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

1 J. Road relief travel time shall be paid at the applicable rate based upon the maximum
2 time required for travel from the base to a relief point during the applicable period of the day.

3 K. A Streetcar Operator who is relieved on the road and is directed by METRO to
4 return to the base to submit an accident or incident report or a found item will be paid travel time at
5 the applicable rate.

6 **SECTION 11 – UNIFORMS**

7 A. If Streetcar Operators are required to wear uniforms that are different from those of
8 Bus-side Transit Operators, then upon completion of training and after qualification, a newly hired
9 Streetcar Operator shall be issued four (4) shirts, three (3) pairs of pants/shorts, one (1) sweater, and
10 one (1) parka to the extent that these articles of clothing differ from Bus-side uniforms. Thereafter,
11 the uniform allowance shall be available annually on the Streetcar Operator's anniversary date.

12 B. A uniform allowance of twelve (12) times the top step Transit Operator wage rate
13 on January 1 of each year shall be available annually on each Streetcar Operator's qualification date.
14 Bus-side Transit Operators who move from Bus to Streetcar, will continue to receive their uniform
15 allowance on their original Bus-side qualification date. The uniform allowance may be used only to
16 purchase authorized uniform items. A Streetcar Operator who does not pick an assignment and who
17 is not required to be in uniform will have his/her uniform allowance for the following year reduced by
18 one-third (1/3) of the annual allowance for each shake-up on such status.

19 C. Uniform allowance balances may be carried over if unused. A Streetcar Operator's
20 accrued allowance may not exceed twenty-five (25) times the top step Transit Operator wage rate as
21 shown in Exhibit A.

22 D. Streetcar Operators are required to be in uniform while on duty. When uniform
23 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M
24 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from
25 work and while on duty.

26 E. Footwear designated by RAIL may be purchased with the uniform allowance.
27 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
28 over two (2) inches high.

1 F. All uniform items will be union made, unless mutually agreed between RAIL and
2 the UNION.

3 **SECTION 12 – RESERVE STAFF FOR STREETCAR OPERATORS**

4 A. RAIL will, as needed, conduct recruitments for Streetcar Operators per relevant
5 hiring provisions in the Supplemental Rail Agreement. From the recruitments, RAIL will establish
6 lists of qualified Streetcar Operators for future transfers to Streetcar positions and will train them on
7 the Streetcar. Upon successful completion of Streetcar Operator training, these Bus Transit Operators
8 will be placed on the Streetcar Operator Reserve Staff list.

9 B. If not immediately needed to fill regular vacancies in Streetcar, Reserve Staff
10 Employees will return to their Bus positions. The Reserve Staff shall remain classified as Bus-side
11 Employees after their qualifications in Streetcar.

12 C. During training on Streetcar, Reserve Staff in Bus-Side Transit Operator positions
13 may still work overtime on the Bus-side.

14 D. As needed, RAIL will offer temporary Streetcar assignments of two weeks or
15 longer to Employees in Reserve Staff in order to fill temporary Rail workforce shortages. Such work
16 will only be assigned to Reserve Staff who are available for the entirety of the assignment.

17 E. Reserve Staff Employees will be able to volunteer for Streetcar Reserve Staff
18 assignments as they become available. Rail will assign the position to the volunteer with the least
19 amount of previous hours on Reserve Staff assignments. If there are no volunteers, Rail may assign
20 the work to the Reserve Staff Employee with the least amount of previous hours on Reserve Staff
21 assignments.

22 F. Reserve Staff shall enter the Streetcar classification at the bottom of the Extra
23 Board.

24 G. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
25 shall be entitled to keep their Bus-side RDOs for the duration of the acting assignment; however, the
26 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
27 adequately cover staffing needs.

28 H. If RAIL needs a Streetcar Reserve Staff Employee beyond the end of a shake-up,

1 the situation shall be considered two separate Streetcar Reserve Staff assignments.

2 I. Once assigned to Streetcar, Reserve Staff may not concurrently work on the Bus-
3 side for the duration of their assignment to RAIL.

4 J. At RAIL's discretion, Employees may be removed from the Reserve Staff for
5 refusing more than one assignment to Streetcar within a period of one year. Employees who are
6 removed from the Streetcar Reserve Staff may be removed from the existing Streetcar applicant pool.

7 K. Reserve Staff shall be offered regular vacancies in Streetcar as they become
8 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
9 Employees who refuse an offer for a permanent Rail position.

10 L. If a Reserve Staff Employee becomes a regular Streetcar Employee, he/she shall be
11 committed to his/her job in Streetcar per the terms of the Rail Labor Agreement.

12 M. Reserve Staff Operators who have not accepted a regular Streetcar job maintain
13 their eligibility to apply for positions in Central Link.

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1 **ARTICLE 16: STREETCAR MAINTAINER**

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

3 A Streetcar Maintainer shall mean a person employed by RAIL on a regular full time
4 continuing basis in this classification.

5 ***SECTION 2 – GENERAL CONDITIONS***

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

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

10 ***SECTION 3 – WORK ASSIGNMENTS***

11 A. The workweek shall consist of five (5) consecutive days, except when an
12 Employee's pick or move-up makes this impossible. Each Employee shall be guaranteed eight (8)
13 hours pay for each regular workday. Each shift will be completed within a continuous eight and one-
14 half (8-1/2) hour period, and will include an unpaid one-half (1/2) hour lunch break and two (2) paid
15 fifteen (15) minute rest breaks. Employees who pick a regular schedule consisting of four (4) ten-
16 hour shifts will be governed by the provisions in Article 13.

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

18 C. Assignment of specific duties on any shift shall be at the discretion of RAIL.

19 D. For the purposes of the pick and subsequent work assignments, the graveyard shift
20 shall be considered the first shift of the workday; the day shift shall be considered the second; and the
21 swing shift shall be considered the third.

22 E. Should it become necessary to alter a shift during a shake-up and such alteration
23 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
24 requires an alteration in the start or quit times of a shift, such Employee may request that RAIL and
25 the UNION review the matter.

26 F. For holiday work assignments, RAIL will determine the staffing needs for each
27 shift. When RAIL has determined which classifications will be required to work, Employees in those
28 classifications will be offered the holiday assignment in seniority order, first to Employees that are

1 scheduled to work that day as part of their regular work assignment. If after offering the holiday
2 assignment to Employees by seniority who are regularly scheduled to work that day and there are
3 more assignments available, it will then be offered to Employees on their RDO until assignments are
4 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
5 Employees that are scheduled to work that day as part of their regular work assignment.

6 ***SECTION 4 – PICKS AND MOVE-UPS***

7 A. Three (3) times each year, consistent with Operator picks or when a facility opens
8 or closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each shift
9 shall be posted.

10 B. At the pick, each Employee listed in Section 1 will be permitted to select shift
11 (when applicable), and his/her two (2) consecutive RDOs. Specific duties within a classification also
12 may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
13 Manager/designee will meet with the UNION Executive Board representatives for Maintenance and
14 the President/Business Representative/designee to discuss and identify any ongoing or planned
15 special projects that may be appropriate for posting on the pick sheets.

16 C. Copies of the pick schedules and shifts will be posted ten (10) days prior to the
17 start of the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the
18 posting, RAIL will notify the UNION before the modification is posted. No changes will be made
19 less than five (5) days prior to the pick.

20 D. An Employee shall be compensated for the time spent in the selection process
21 when it is during her/his work hours.

22 E. UNION representatives for Maintenance will be present and facilitate the pick.

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

1 the grievance/arbitration procedure.

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

8 H. If a vacant position is to be filled, Employees in that classification at that base may
9 have a move-up. The UNION will be notified and effect the move-up.

10 **SECTION 5 – VACATION SELECTION**

11 A. Vacations will be picked by classification, once each year no later than March
12 15th.

13 B. The number of Employees on vacation at any one time shall be regulated by RAIL,
14 except that the number of Streetcar Maintainer vacation positions allowed will be ten percent (10%)
15 of the classification per each vacation period with a minimum of one (1). This number will be
16 determined at the time of the annual vacation pick.

17 C. Vacation may be selected in blocks of one (1) or more full weeks. The selection of
18 vacations by Streetcar Maintainers shall be extended over the entire calendar year. An Employee who
19 takes his/her vacation in two (2) or more blocks shall select the second block of his/her vacation after
20 all Employees in his/her classification have made their first selection; his/her third selection after all
21 Employees in his/her classification have made their second selection; etc., until all blocks of the
22 vacation have been selected.

23 D. A Streetcar Maintainer may use vacation or accumulated accruals in increments of
24 one (1) or more hours, provided he/she has available vacation or accumulated time and subject to
25 advance approval by his/her supervisor.

26 **SECTION 6 – OVERTIME**

27 A. All hours worked in excess of eight (8) in the scheduled workday or work on an
28 Employee's RDO shall be paid at the overtime rate of one and one-half (1-1/2) times the existing

1 straight-time rate of pay for the classification for actual overtime hours worked.

2 B. An overtime assignment of four (4) hours or less will be offered by seniority to
3 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
4 be accomplished and/or performed.

5 C. Overtime assignments of more than four (4) hours will be offered, by seniority to
6 qualified Employees, including Employees on their RDO.

7 D. An overtime assignment of eight (8) hours will first be offered to qualified
8 Employees who are on their RDO before it is split and offered in smaller pieces.

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

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

17 G. Overtime on any shift shall be computed at the rate paid for the Employee's
18 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
19 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
20 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
21 shift overtime rate of pay.

22 H. In the case of an extreme emergency, RAIL can assign overtime work to any
23 qualified Employee. An Employee who works overtime during an extreme emergency shall be
24 limited to a maximum of twelve (12) hours of work during the first day and ten (10) hours of work in
25 any twenty four (24) hour period thereafter. In addition, an Employee must have at least one (1) of
26 his/her RDOs in each seven-day period. An Employee may voluntarily waive the time off required in
27 this paragraph.

28 I. A Streetcar Maintainer, who has gone home after his/her regular shift and who is

1 called back to work and reports for work, will be guaranteed at least four (4) hours pay at the
2 overtime rate.

3 J. A Streetcar Maintainer called in before his/her regularly scheduled report time and
4 in conjunction with his/her regular shift will be paid for actual hours worked.

5 **SECTION 7 – SHIFT DIFFERENTIAL**

6 Shift differential will be seventy-five cents (\$.75) per hour for swing shift and one dollar
7 (\$1.00) per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will
8 be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be
9 considered a graveyard shift.

10 **SECTION 8 – SPECIAL BENEFITS**

11 A. A tool allowance shall be provided annually, by separate check, not later than
12 March of each year, to Employees permanently assigned as of January 1st the same year to the
13 classification of Streetcar Maintainer. No Employee may collect more than one tool allowance in a
14 year. The amounts shall be as follows:

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Year	Allowance
2007	\$756

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

24 B. METRO shall provide tool insurance to those Employees who receive an annual
25 tool allowance. Coverage will be in the amount of twenty thousand dollars (\$20,000). Except at the
26 discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police
27 report has been filed. Each Employee shall have on file with his/her supervisor an up-to-date
28 inventory of tools designating the type, size and manufacturer. METRO shall have the right to

1 inspect the inventory of tools. However, an Employee shall be allowed three (3) days after the
2 inspection to locate any tools which he/she claims are missing.

3 C. Each Streetcar Maintainer shall receive his/her choice of coveralls or a clean
4 uniform (pants and shirt) daily.

5 D. Any Employee who is required to work in inclement weather or hazardous areas
6 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
7 to, a rainset, hat, and boots. Each Employee is required to wear footgear approved by RAIL. Each
8 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one (1)
9 pair of boots and one (1) pair of cushioned inserts at time of purchase). The maximum METRO
10 contribution paid by such voucher shall be one hundred and sixty dollars (\$160.00) per Employee as
11 provided in Paragraph E.

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

15 F. When an Employee is informed during his/her regular shift that overtime in excess
16 of two (2) hours beyond the end of the regular shift will be required, or when an Employee is called at
17 home to perform work commencing in excess of two (2) hours before his/her shift, RAIL will provide
18 a thirty (30) minute unpaid meal period, upon request, or a fifteen (15) minute paid break.

19 G. Except where modified by historical practice, agreement, or mutual understanding,
20 duties traditionally performed by Employees in the job classification listed in Section 1, will be
21 performed only by Employees working in that classification.

22 H. Streetcar Maintainers may use the ten (10) minutes prior to the end of their
23 workday for personal clean-up.

24 I. When upgraded to a higher paid classification, an Employee shall be paid at the
25 wage step which provides at least a ten percent (10%) increase above his/her current rate of pay.
26 However, no upgraded Employee shall be paid more than the top step of the classification to which
27 he/she has been upgraded.

28 J. RAIL will endeavor to provide a secure area at each work location for UNION

1 related materials accessible to all UNION representatives at that location.

2 **SECTION 9 – ATTENDANCE MANAGEMENT**

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

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

12 C. A late occurrence (one-tenth (.1) to two (2) hours) shall be managed and recorded
13 as follows:

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

25 1st through 5th occurrence – Employee and supervisor initial the attendance card.

26 6th occurrence – One (1) day suspension without pay.

27 7th occurrence – Discharge, treated as a major infraction as defined in Article 4.

28 D. Unexcused absences (over two (2) hours) shall be managed and recorded as

1 follows:

- 2 1. An Employee may complete his/her shift only.
- 3 2. An Employee may not use AC time or vacation to supplement their regular
- 4 shift pay.
- 5 3. Such Employee is not eligible for overtime that day.
- 6 4. Unexcused absences will be recorded in a twelve-month rolling time frame

7 as follows:

8 1st and 2nd occurrence – Employee and supervisor initial the attendance card.

9 3rd occurrence – One (1) day suspension without pay.

10 4th occurrence – Discharge, treated as a major infraction as defined in Article 4.

11 E. An occurrence which results in a second one (1) day suspension within one
12 hundred eighty (180) days of the occurrence that resulted in the first suspension shall result in
13 discharge.

14 F. Extenuating circumstances will be considered. Any request by an Employee to
15 have a late occurrence or unexcused absence removed from the attendance management record must
16 be presented to the immediate supervisor in writing, within five (5) working days of the occurrence.

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

18 **SECTION 10 – MAINTENANCE LABOR-MANAGEMENT RELATIONS**

19 Streetcar Maintenance Employees may participate in the Streetcar Labor-Management
20 Relations Committee as needed.

21 **SECTION 11 – RESERVE STAFF FOR STREETCAR MAINTAINERS**

22 1. RAIL will, as needed, conduct recruitments for Streetcar Maintainers per relevant
23 hiring provisions in the Supplemental Rail Agreement. From the recruitments, RAIL will establish
24 lists of qualified Streetcar Maintainers for future transfers to Streetcar positions and will train them on
25 the Streetcar.

26 2. Once qualified, if not immediately needed to fill regular vacancies in Streetcar,
27 Reserve Staff Employees will return to their Bus positions. The Reserve Staff shall remain classified
28 as Bus-side Employees after their qualifications in Streetcar.

1 3. As needed, RAIL will offer temporary Streetcar assignments of two weeks or
2 longer to Employees in Reserve Staff in order to fill temporary Rail workforce shortages. Such work
3 will only be assigned to Reserve Staff whom management deems to be reasonably available.

4 4. If the UNION believes that Bus-Side Vehicle Maintenance is unreasonably
5 restricting assignment opportunities to certain Reserve Staff Employees, the UNION may raise
6 concerns to the Bus-Side Manager of Vehicle Maintenance/designee to discuss and attempt to resolve
7 its concerns.

8 5. Reserve Staff Employees will be able to volunteer for Streetcar Reserve Staff
9 assignments as they become available. Rail will assign the position to the volunteer with the least
10 amount of previous hours on Reserve Staff assignments or the most senior Employee as a tie breaker.
11 If there are no volunteers, Rail may assign the work to the Reserve Staff Employee with the least
12 amount of previous experience or to the least senior Employee as a tie breaker.

13 6. Reserve Staff shall enter the Streetcar classification in the open position, following
14 move-ups of the regular staff, if any.

15 7. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
16 shall be entitled to keep their Bus-side RDOs for the duration of the acting assignment; however, the
17 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
18 adequately cover staffing needs.

19 8. If RAIL needs a Streetcar Reserve Staff Employee beyond the end of a shake-up,
20 the situation shall be considered two separate Streetcar Reserve Staff assignments.

21 9. Once assigned to Streetcar, Reserve Staff may not concurrently work on the Bus-
22 side for the duration of their assignment to RAIL.

23 10. At RAIL's discretion, Employees may be removed from the Reserve Staff for
24 refusing more than one assignment to Streetcar within a period of one year. Employees who are
25 removed from the Streetcar Reserve Staff may be removed from the existing Streetcar applicant pool.

26 11. Reserve Staff shall be offered regular vacancies in Streetcar as they become
27 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
28 Employees who refuse an offer for a permanent Rail position.

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12. If a Reserve Staff Employee becomes a regular Streetcar Employee, he/she shall be committed to his/her job in Streetcar per the terms of the Rail Labor Agreement.

13. Reserve Staff Maintainers who have not accepted a regular Streetcar job maintain their eligibility to apply for positions in Central Link.

1 **ARTICLE 17: STREETCAR OPERATIONS & MAINTENANCE SUPERVISORS**

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

3 An Operations and Maintenance Supervisor (O&M Supervisor) shall mean a person employed
4 by RAIL on a regular full-time continuing basis in this classification.

5 ***SECTION 2 – MUTUAL RESPONSIBILITIES***

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

12 ***SECTION 3 – APPOINTMENT OF PERMANENT O&M SUPERVISORS***

13 A. It is RAIL's intention to hire the most qualified METRO ATU Local 587
14 represented Employees for the position of Streetcar O&M Supervisor. Prior to finalizing the hiring
15 decisions for the initial round of Streetcar O&M Supervisors, RAIL will contact the UNION
16 President in advance of making appointments if a successful candidate: (1) does not come from the
17 ranks of Bus-Side First Line Supervisor or Lead Mechanic; or (2) the outcome of the hiring decisions
18 does not result in an equal number of Bus-Side First Line Supervisors and Lead Mechanics being
19 offered positions. RAIL will discuss with the UNION President the factors that it considered in
20 making these hiring decisions and will afford the UNION President an opportunity to offer
21 alternatives to these hiring outcomes.

22 B. From time to time RAIL may require additional O&M Supervisors. Candidates for
23 these positions shall be selected from Bus-Side First Line Supervisors and Lead Mechanics; Link
24 Light Rail Supervisors and Electromechanics; and current Streetcar Maintainers and Streetcar
25 Operators. Should no qualified applicant apply for these positions, then RAIL may hire other
26 qualified Employees.

27 ***SECTION 4 – PICKS***

28 A. In the spring and fall of each year or when mutually agreed to by RAIL and the

1 UNION, all shifts required in the job classifications of O&M Supervisor will be posted for a general
2 pick. Copies of schedules and assignments to be picked will be posted at all work sites fourteen (14)
3 days prior to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy of this
4 information. After the posting, there will be a review period in which changes may be made by
5 RAIL. No changes will be made five (5) days prior to the pick date unless mutually agreed by the
6 UNION and RAIL. Implementation of the spring pick will occur between April 1 and April 15 and
7 implementation of the fall pick will occur between October 1 and October 15. The two (2) general
8 picks will be held unless a special pick has occurred or is scheduled to occur within forty-five (45)
9 days of the general pick.

10 B. Shifts will be classified as regular and relief. Employees will be permitted to select
11 shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be available for
12 pick according to pick guidelines. Pick guidelines will be reviewed in advance by RAIL and the
13 UNION.

14 C. An O&M Supervisor who does not pick must leave, with the UNION, at least four
15 (4) choices of assignments in order of preference. Failure to do so will result in the UNION
16 representative making every effort to select an assignment comparable to the assignment last selected
17 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
18 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
19 working hours.

20 D. A UNION representative shall certify the pick.

21 E. All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
22 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
23 the affected O&M Supervisor(s) and the UNION.

24 F. At each pick, O&M Supervisors may volunteer in writing to work over-time.

25 G. O&M Supervisors must have a valid CDL with required endorsement, medical
26 certification or waiver at the time of the pick. Licenses and endorsements will be checked at the pick.

27 H. All block assignments shall have ten (10) hours off between consecutive days
28 assignments. Block assignments may include floating assignments at RAIL's discretion.

1 **SECTION 5 – MOVE-UPS**

2 A. When a vacancy occurs during a shake-up in any O&M Supervisor position, a
3 seniority move-up will be held within fourteen (14) days.

4 B. Move-ups may not be requested within eight (8) weeks of the effective date of a
5 shake-up.

6 **SECTION 6 – WORK ASSIGNMENTS**

7 A. All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be
8 available for pick according to the pick guidelines.

9 B. All assignments in the classification of O&M Supervisor shall be completed within
10 a continuous eight (8) hour period, unless the assignment is designated for an unpaid thirty (30)
11 minute lunch break. 4/10 assignments may be considered.

12 C. Regular shifts shall consist of five (5) consecutive days of work (or 4 days if it is a
13 4/40 assignment) in a workweek, with each workday guaranteed eight (8) hours. Regular shift RDOs
14 shall be two (2) consecutive days (4/40 assignments shall have three (3) consecutive RDOs). All
15 regular shifts in the classifications of O&M Supervisor will be assigned in their entirety unless
16 otherwise approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations
17 within 24 hours or the next business day.

18 D. All Supervisors shall have at least fifty-four (54) hours off for their two (2)
19 consecutive RDOs.

20 E. RAIL agrees to assign all special assignments, tasks and projects by giving equal
21 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
22 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply
23 for and selection shall be based on the above criteria if the special assignment, task or project is to
24 exist for thirty (30) days or more. If the special assignment, task or project is in excess of ninety (90)
25 days, the special assignment, task or project will be rotated among those O&M Supervisors who
26 applied and who meet the above criteria, provided the rotation does not result in project delay. RAIL
27 also recognizes the need for ongoing optional training programs which will allow O&M Supervisors
28 to become better qualified for their present work assignments or for advancement.

1 F. Except where modified by historical practice, agreement, or mutual understanding,
2 any work that has been historically or traditionally performed by O&M Supervisors will not be
3 performed by any other Employee or individual.

4 G. When a shift remains unfilled within one (1) hour of the start time of the shift and
5 RAIL determines that the shift cannot be canceled, an O&M Supervisor working a different shift with
6 hours overlapping the vacant shift may be required to fill any portion of the designated shift. The
7 hours worked by the O&M Supervisor cannot be changed more than thirty (30) minutes except by
8 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
9 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
10 change work assignments.

11 H. Should it become necessary to alter a shift during a shake-up and such alteration
12 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
13 requires an alteration in the start or quit times, such Employee may request that RAIL and the UNION
14 review the matter.

15 I. RAIL will determine the staffing needs for each special event day shift. When
16 RAIL has determined which shifts will be required to work, O&M Supervisors in those classifications
17 will be offered the special event assignment in seniority order, first to O&M Supervisors that are
18 scheduled to work that day as part of their regular work assignments. If after offering the special
19 event assignment to O&M Supervisors by seniority who are regularly scheduled to work that day and
20 there are more assignments available, it will then be offered to O&M Supervisors on their RDO
21 until assignments are filled. Should no O&M Supervisor accept the special event assignment it may
22 be assigned by inverse seniority to O&M Supervisors that are scheduled to work that day as part of
23 their regular assignment. Special event assignments shall be posted at the pick. Other special event
24 service that is not posted at the pick shall be made available through the assignment/overtime process.

25 **SECTION 7 – SPECIAL ALLOWANCES**

26 A. An O&M Supervisor shall receive two (2) hours straight-time pay for each shift
27 during which he/she instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who
28 requires a refresher or retraining for which RAIL requires a written evaluation. This pay will be

1 contingent on the completion of an evaluation of the trainee's performance.

2 **SECTION 8 – OVERTIME**

3 A. All hours worked in excess of eight (8) hours on a regular workday shall be paid at
4 the overtime rate of one and one-half (1-1/2) times the existing straight-time rate of pay for actual
5 hours worked.

6 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
7 pay of four (4) hours. No O&M Supervisor will be required to work on his/her RDO except in an
8 extreme emergency.

9 C. All overtime will be assigned according to guidelines mutually developed and
10 agreed to by RAIL and the UNION, including Streetcar Operator shifts per the Streetcar Operator
11 assignment sequence.

12 **SECTION 9 – VACATION SELECTION**

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

15 A. At the spring pick, O&M Supervisors will select vacations in increments of no less
16 than five (5) days in order of O&M Supervisor seniority. After all first choices are filled by seniority,
17 second, third, fourth, and fifth choices will be selected in that order by seniority. Appropriately
18 accrued vacation will be used in the selection of these periods.

19 B. The number of O&M Supervisors allowed on vacation during any period shall be
20 at least one. At a point in time at which ten (10) O&M Supervisors are scheduled to pick, RAIL and
21 the UNION will open negotiations to discuss the number of O&M Supervisors who may be allowed
22 on vacation.

23 C. An O&M Supervisor may use his/her current vacation accrual in single-day
24 increments with the approval of his/her immediate supervisor.

25 **SECTION 10 – SPECIAL BENEFITS**

26 A. Upon the approval of RAIL, at least one (1) O&M Supervisor per day shall be
27 allowed to use a personal holiday.

28 B. Annually, on the fourth Monday in January, a uniform allowance payable by

1 voucher of twelve (12) times the top step of Bus-Side First-Line Supervisor wage rate on January 1 of
2 each year shall be available for each O&M Supervisor. The maximum uniform allowance balance
3 which may be carried over into the next year is five hundred dollars (\$500). The uniform voucher
4 may be used only to purchase authorized uniform items. When an O&M Supervisor needs to replace
5 his/her all-weather parka or jacket due to normal wear and tear, RAIL will issue a voucher for its
6 replacement. In addition to the above allowances, an O&M Supervisor may be reimbursed once each
7 calendar year for one pair of personal work shoes costing up to an amount of six (6) times the top step
8 of Bus-Side First Line Supervisor wage. To receive reimbursement the shoes must meet the current
9 standards of uniform footwear for Supervisors.

- 10 1. All necessary foul weather gear will be provided by RAIL.
- 11 2. RAIL will stock tools at the worksite that are necessary for O&M
12 Supervisors to perform their jobs.

13 **SECTION 11 – GENERAL**

14 A. All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
15 within ninety (90) days of its use in service. Those O&M Supervisors who are directly involved in
16 the operation/service of the special equipment will receive orientation or training on such equipment.

17 B. All O&M Supervisors will be trained in first aid and cardiopulmonary resuscitation
18 by an accredited instructor. Training will be paid at the applicable rate of pay.

19 C. O&M Supervisors will participate in the Streetcar LMRC as needed.

20 D. RAIL and the O&M Supervisors will develop a complete written description of the
21 duties and responsibilities of each shift, to be made available at each pick.

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E. RAIL will determine the number of O&M Supervisors allowed to have time off through layoff book procedures and will accommodate O&M Supervisor requests consistent with daily staffing requirements. Requests for AC days may not be entered into the layoff book more than one (1) calendar month in advance of the day(s) off desired.

APPROVED this 2 day of OCTOBER, 2007

By: 
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587


Lance F. Norton
President/Business Agent

15934

Attachment B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF TRANSPORTATION ("Rail")
AND
AMALGAMATED TRANSIT UNION, LOCAL 587 ("Union")

Subject: Additional general terms and conditions of employment for Streetcar Employees

This agreement shall apply to all Streetcar classifications. It is the intent of the parties to incorporate the following language into the appropriate provisions of the Supplemental Rail Agreement or RAIL Labor Agreement after its expiration on October 31, 2007.

1. In the event of a layoff or reduction in workforce, all previous bus side employees will return to their previous positions and fall under the terms and conditions of the bus side labor agreement.

2. RAIL and the UNION agree that because of the small size of the Streetcar operation, there shall be variations from the usual, customary and historic work jurisdiction rules and practices that have been established on the Bus-Side. RAIL shall generally respect the classification boundaries that are established in the classification specifications for Streetcar jobs; however it is agreed that the incidental assignment of cross-classification work is allowed. No Employee shall be expected to perform work for which he/she has not been adequately trained or is unsafe.

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

4. RAIL and the UNION shall convene a Streetcar Joint Labor Management Committee on an as-needed basis by mutual agreement.

APPROVED this 2 day of October, 2007

By:


King County Executive

Amalgamated Transit Union, Local 587:



Lance Norton
President/Business Agent

Attachment C

15934

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF TRANSPORTATION ("Rail")
AND
AMALGAMATED TRANSIT UNION, LOCAL 587 ("Union")

Subject: Effective dates of Addendum A – Streetcar to Rail Labor Agreement

The effective date of Addendum A – Streetcar to the Rail Labor Agreement shall be September 1, 2007.

APPROVED this 2 day of OCTOBER, 2007

By: 

King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587



Lance F. Norton
President/Business Agent