

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.

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**

1 **A. Seniority for Rail Operators**

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

5 **B. Seniority for Rail Supervisors**

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

8 1. Rail Supervisors who come from Bus First-Line Supervisor positions will
9 maintain their Supervisor seniority.

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

12 **C. Seniority for Electromechanics**

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

16 **D. Seniority for Other Rail Positions**

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

18 **E. Seniority for Streetcar Operators**

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

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

23 1. Employees who are hired in the initial round of hiring will be given a
24 seniority number as Streetcar O&M Supervisors based on their current continuous METRO date of
25 hire.

26 2. After the initial round of hiring, seniority rank in each job classification
27 shall be based on date of hire in each classification. Ties among METRO employees shall be
28 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.

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

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

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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.

1 **SECTION 5 – VACATION CASH OUT**

2 A RAIL Employee who has accrued more than eighty (80) hours of vacation in a year may
3 elect to cash out a portion of his/her vacation, provided he/she picks a minimum of eighty (80) hours
4 of vacation. Once a year, during the first vacation pick of the year for an Employee's work unit, an
5 Employee may elect to cash out a minimum of eight (8) hours up to a maximum of sixty (60) hours.

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

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

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

10 A. An Employee entering active military service will be paid for all accrued vacation.

11 B. A regular Employee who leaves METRO to enter active military service and who
12 returns to work with METRO within ninety (90) days after satisfactory completion of military service,
13 shall begin accruing vacation at the applicable rate. Time spent on such military leave shall count as
14 active service in determining the applicable accrual rate.

15 C. An Employee entering active military service will continue to accrue vacation for
16 time spent in military service up to a maximum of one (1) year. Such accrual will be credited to the
17 Employee upon return to METRO from military leave.

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

19 An Employee elected to full-time UNION office, who takes an extended leave of absence
20 under the provisions of Article 10, Section 3, shall be paid for whatever vacation he/she has earned by
21 the effective date of leave before taking such leave. Alternatively, he/she may retain credit for all
22 accumulated vacation, to be used after the leave of absence, in accordance with the procedures
23 contained in Article 10, Section 3. However, should such UNION Officer not resume his/her
24 employment with METRO, he/she will be paid at the rate in effect when the leave of absence began.

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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.

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:

	<u>Item</u>	<u>Maximum Value</u>
1	Watch	\$55.00
2	Uniform clothing	replacement
3	Wallet	\$25.00
4	Bag	\$55.00
5	Purse	\$35.00
6	Driver's License	replacement
7	Employee Transit Pass	replacement
8	Rail Certification Card	replacement

9 **SECTION 6 – TRANSIT PASS**

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

11 **SECTION 7 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE**

12 A. METRO, pursuant to Washington State Industrial Insurance laws (Title 51.RCW),
13 will maintain workers' compensation procedures and payments consistent with all state laws,
14 administrative rules, and guidelines, as promulgated by the State Legislature and Department of
15 Labor and Industries.

16 B. In addition to benefits accruing to Employees under State Industrial Insurance
17 laws, METRO will maintain a program of supplemental payments for full-time Employees as
18 follows:

19 1. METRO will provide an amount which, when added to the state prescribed
20 payment and any alternative work wages, maintains the percentage set forth below of the Employee's
21 net pay, based on eighty (80) hours times his/her hourly rate minus any mandatory deductions per pay
22 period. The percentage shall be as follows:

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

26 2. Such supplemental payment program will continue for a period not to
27 exceed two hundred sixty (260) workdays, or two (2) calendar years from the date of injury,
28 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.

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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:

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

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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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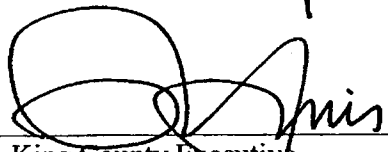
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9 APPROVED this 25 day of July, 2007

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12 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

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

City Retirement Office
801 Third Avenue, Suite 300
Seattle, WA 98104
(206) 386-1292
www.cityofseattle.net/retirement/