

Memorandum of Agreement (MOA)
By and Between
King County Metro Transit Department (Metro)
And
Amalgamated Transit Union, Local 587 (Union)

Subject: Maintenance Painter Apprentice Program

Background:

1. Amalgamated Transit Union, Local 587 (the Union) represents the journey-level job classification, Transit Maintenance Painter, in the Transit Facilities Division (TFD) of the Metro Transit Department.
2. Metro will be starting an Apprentice Program to train a new generation of Transit Maintenance Painters. The program will consist of on-the-job training with TFD and formal classes at another apprenticeship program. This program is currently an internal trainee program and is in the process of becoming a registered apprenticeship.
3. The Parties have reviewed the scope of the Union's work jurisdiction in TFD and considered the commonality of working conditions for the new apprentice position with similar employees in TFD.
4. The Parties have negotiated the terms and conditions of employment for a new position, Transit Maintenance Painter – Apprentice.

Agreement:

1. This Agreement does not require Metro to hire apprentices or continue the program.
2. The Parties hereby accrete the position Transit Maintenance Painter – Apprentice into the bargaining unit.
3. The parties amend Article 18.1 of the Collective Bargaining Agreement (CBA) as follows:

SECTION 1 – DEFINITION OF EMPLOYEES

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

- **Transit Maintenance Painter – Apprentice**

4. Wage Rate:

- a. The parties amend Exhibit A to add “Transit Maintenance Painter – Apprentice (5 Step Wage Progression)” to the Facilities Maintenance Section. The 100% base wage rate for November 1, 2021, through April 30, 2022, shall be \$42.61 and the 100% base wage rate for May 1, 2022, through October 31, 2022, shall be \$43.46. These wage rates are consistent with the previously negotiated journey-level rate for Transit Maintenance Painter.

5. Selection into apprentice program and Eligibility:

- a. Selection into the Apprentice Program: In this iteration of the program, all ATU Local 587 represented employees are eligible to apply for and participate in the Apprentice Program. Hiring preference for the first apprentice position shall be given to current members of ATU Local 587 working in the TFD. If there are fewer than 15 applicants from TFD ATU Local 587 for this position, then hiring preference shall be given to current members of ATU 587. After the first apprentice is hired, hiring preference shall be given to current members of ATU Local 587. However, if there are insufficient qualified applicants from ATU Local 587, all other qualified applicants will be considered. Metro shall have sole discretion to select apprentices. Hiring for apprentices shall be based on the cumulative scores of the skills assessment test and interview.

6. Step Placement:

- a. For internal hires, per Article 14.1.C of the CBA, step placement will be calculated when an employee enters the Apprentice Program by using his/her “Base Pay”. The term “Base Pay” is defined as the pay the apprentice received in the classification they held before becoming an apprentice. “Base Pay” will not include shift differential or upgrades into other classifications to calculate step placement.
- b. If entrance to the Apprentice Program constitutes a promotion, the apprentice shall be placed at Step 1 or the nearest step in the apprentice wage progression, which provides at least 2.5% increase above the employee’s base pay. However, this step may not exceed step 4. The term “Promotion” is defined as being hired into a position whose top step is a higher rate of pay than the previous position’s top step rate of pay.
- c. If entrance to the Apprentice Program constitutes a transfer, the apprentice shall be placed at the step in the apprentice wage progression, which is closest to, but not less than the employee’s base pay. However, this step may not exceed the step 4. The term “transfer” is defined as being hired into a position which is assigned the same top step pay rate as the previous position’s top step rate of pay.
- d. If entrance to the Apprentice Program constitutes a voluntary demotion, the apprentice shall be placed at the highest step in the apprentice wage progression that does not exceed the employee’s base pay. However, this step may not exceed the step

4. The term “demotion” is defined as being hired into a position which is assigned a lower top step pay rate as the previous position’s top step rate of pay.

7. Wage progression:

- a. Following entrance into the program, an apprentice will have four wage step increments, as outlined the following wage table, which is based on Transit Maintenance Painter classification. Wage progressions shall be granted by the Apprenticeship Committee based on the Committee’s determination that the Apprentice has satisfied competencies and on-the-job training hours. The step progression for Transit Maintenance Painter – Apprentice shall be:

Step	Approximate Hour Range	% of Journey Level Wage
1	0-2000 hours (roughly 0-12 months)	70%
2	2001-4000 hours (roughly 13-24 months)	80%
3	4001-6000 hours (roughly 25-36 months)	90%
4	Graduation/Journey level	100%

8. Probation:

- a. The probationary period for a Transit Maintenance Painter - Apprentice is the first six months or 1040 hours of time in the program, whichever comes first. During this probationary period, the apprentice may be removed from the Apprentice Program at the sole discretion of management.

9. Apprentice progression:

- a. The Apprentice will progress based on the requirements outlined in the Maintenance Painter Apprenticeship Standards and the Program Manual.

10. Graduation/successful completion:

- a. “Graduation” from the Apprentice Program shall mean completion of all Apprentice Program requirements, including completing assigned task hours, passing relevant coursework, receiving satisfactory appraisals, and obtaining certifications required for the Transit Maintenance Painter classification as outlined in the Transit Maintenance Painter Apprenticeship Standards and the Program Manual.

11. Placement following graduation:

- a. An apprentice shall be placed in a Transit Maintenance Painter position upon graduation. The entry salary step shall be Step 5 of the Transit Maintenance Painter wage rate. This placement will not be considered a promotion.

12. Seniority:

- a. Once a person is hired as a Transit Maintenance Painter - Apprentice, they will be placed on the Maintenance Painter seniority list based on their starting date in the Transit Maintenance Painter Apprentice Program. The Union will determine seniority placement among the Transit Maintenance Painter - Apprentices.

13. Shifts:

- a. Apprentice assignments shall be determined by task hour needs and will consider school schedules. Work assignments, shifts, and locations will be assigned by the apprentice's immediate supervisor during weekly check-ins. Apprentices will work five 8-hour shifts, or four 10-hour shifts (if approved by the supervisor). Apprentices should arrange appropriate report times and departure times with their immediate supervisors that align with school and work schedules.

14. Vacation:

- a. Apprentices must avoid conflicts with classes, testing, or Apprentice hours requirements when picking or arranging vacations with the approval of their immediate supervisors.

15. Performance:

- a. The Metro Facilities Apprenticeship Subcommittee will review performance appraisals completed by immediate supervisors of apprentices. The purpose of these reviews is to ensure that the apprentice is capable of performing adequately in the program and is on track to complete the requirements and timetables set forth in the Transit Maintenance Painter Apprenticeship Standards and Program Manual. An apprentice must comply with the policies and procedures outlined in the Transit Maintenance Painter Apprenticeship Standards and Program Manual.
- b. If it is determined by the Metro Facilities Apprenticeship Subcommittee that an apprentice is not adequately performing his/her duties; or is not on track to complete the requirements or timetables as set forth in the Apprenticeship Standards, then the Metro Facilities Apprenticeship Subcommittee and Metro Joint Apprenticeship Committee will decide the appropriate action. This could include, but is not limited to, an extension of the apprentice's probationary period or removal from the program.
- c. The Metro Facilities Apprenticeship Subcommittee and Joint Apprenticeship Committee shall not have authority over matters concerning employee discipline.

16. Removal from the program:

- a. If an apprentice is removed from the Apprentice Program by the Metro Facilities Apprentice Subcommittee or decides to leave the Apprentice Program within the six

(6) months, they may be restored to the classification that they previously held. Such restoration is not mandatory but is optional at the discretion of the former appointing authority within the limits of available authorized positions. Such restoration shall include restoration of the employee's former pay and all other benefits to which he or she would have been entitled if the promotion or transfer had not occurred. However, an apprentice will not be returned to a prior position if they have been removed from the Apprentice Program due to misconduct.

17. Metro Facilities Maintenance Apprentice Subcommittee and Joint Apprenticeship Committee:

- a. Metro Facilities Maintenance Apprentice Subcommittee: Pending approval from the Washington State Apprenticeship and Training Council (WSATC), the Metro Facilities Maintenance Apprentice Subcommittee and Metro Joint Apprenticeship Committee will address any issues concerning the Transit Maintenance Painter Apprentice Program, including any changes to the Apprentice Program curriculum. Among other things, these Committees shall be responsible for reviewing disagreements about whether an apprentice has successfully completed a task or educational requirement that is required for passage of the Transit Maintenance Painter Apprentice Program.
- b. The decisions of the Committees are not grievable; however, a decision may be appealed, for a recommendation only, to the Superintendent who supervises the Transit Maintenance Painters and the Union's Second Vice President/Assistant Business Representative - Maintenance, or their designees. The Metro Joint Apprenticeship Committee may decide to act on that recommendation. An apprentice may appeal the final decision of the Joint Apprenticeship Committee by following the Appeals procedures documented in the Washington State Approved Apprenticeship Standards (pending registration by the WSATC). For any appeals specified in the Apprenticeship Standards or Program Manual, the Apprentice will follow the appeals procedures outlined in the Apprenticeship Standards or Program Manual.
- c. This Agreement does not require Metro to hire Apprentices or continue the program.
- d. If this program is not approved as a registered apprenticeship, Metro and the Union will create a joint labor management committee to oversee this program, following the same guidelines for membership as outlined above.

18. Time spent in school:

- a. Metro will pay for apprentices to attend school during their regular 40-hour work week schedule, up to 40 hours per week. Metro will not pay for overtime or commute time to attend school. Metro shall not pay for more than 40 hours per week to attend school.
- b. Prior to the time that this program is a state registered apprenticeship, Metro will pay for all time spent in school.

19. Pending State Registration as a Registered Apprenticeship:

- a. This program is currently an internal trainee program and is in the process of becoming a registered apprenticeship. All parties acknowledge the conditions of the agreement are based on the program becoming a registered apprenticeship. Until the WSATC/Washington State Apprenticeship and Training Council certifies this program as an apprenticeship, this is an internal training program.

20. Training Pay:

- a. Journey level Transit Maintenance Painters are not eligible for training or lead pay when working with apprentices, unless eligibility requirements under Article 18 Section 6-H for training or lead pay are met.

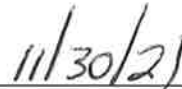
21. Term of Agreement:

- a. This Agreement shall be effective upon full and final ratification and approval by the King County Council and the County Executive. This Agreement shall expire on October 31, 2022, along with the CBA; however, its terms shall remain in effect until a successor agreement is reached. It is the intention of the Parties to incorporate this Apprentice Program into the next CBA.

For Amalgamated Transit Union, Local 587:



Ken Price
President/Business Representative



Date

For King County:



Angela Marshall
Interim Labor Relations Manager
Office of Labor Relations
King County Executive Office

11/30/21

Date