

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
AMALGAMATED TRANSIT UNION LOCAL 587**

Subject: Direct Full-Time Operator hiring and resolution of retroactive pay dispute

Background:

1. Presently, Metro does not directly hire Full-Time Transit Operators (FTOs), based on a long standing practice whereby the entry level hiring is accomplished solely by hiring Part-Time Transit Operators (PTOs). PTOs may utilize an internal process that is governed by the collective bargaining agreement for promoting to FTO positions.

2. The parties presently have a dispute about the retroactivity of the increase in the swing shift and graveyard shift differentials and the retroactivity of eligibility rules for the First Line Supervisor premium under the new Collective Bargaining Agreement.

Agreement:

1. The parties agree that Metro may conduct hiring of Full-Time Transit Operators by directly recruiting for them from PTOs and outside applicants.

2. When Metro needs to hire additional Part-Time Transit Operators, it will separately post for those positions and will conduct an open and competitive recruitment to the public.

3. All current PTOs will be offered a one-time opportunity following the execution of this Agreement to promote to FTO status and to enter the FTO training program. This will occur before King County directly hires FTOs for the first time. Following this one-time opportunity, PTOs may apply for FTO positions through the normal hiring process outlined in Article 16.2.A, as modified below. PTOs who apply for an FTO position will be hired before the external applicants.

4. The parties hereby replace Article 16.2.A in its entirety with the following:

A. METRO shall conduct hiring of Full-Time Transit Operators by directly recruiting from PTOs and external applicants. Any PTO can apply during an FTO recruitment. METRO will consult with the UNION about the timing of recruitments and durations of hiring lists. Seniority, as determined by the UNION, shall determine the order that PTOs are placed on the hiring list. PTOs will be placed on the hiring list first, followed by the external applicants.

5. This agreement for direct hiring of FTOs overrides any and all provisions of the collective bargaining agreement that could interfere with the direct hiring process. If there are provisions of the collective bargaining agreement that should be modified in order to clarify rules under the new direct hiring process, the parties will negotiate such changes; however, the direct hiring of FTOs is not contingent on further modifications of the collective bargaining agreement.

6. Direct hiring of FTOs is not a pilot program and is intended to continue into the next contract term unless this process is renegotiated by the Parties.

7. Metro shall collaborate with the Union to establish training curriculum for newly hired FTOs.

8. In collaboration with the Union, Metro shall establish periodic meetings to assess the effectiveness of direct hiring of FTOs.

9. Metro shall pay the increase in the shift differential under the new collective bargaining agreement retroactively to November 1, 2016. Metro shall retroactively apply the new eligibility rules for the 5% First Line Supervisor premium retroactively to November 1, 2016, and shall make retroactive payments accordingly. These retroactive payments shall be made to all Employees who are eligible for an increased shift differential or First Line Supervisor 5% pay premium under the Collective Bargaining Agreement. The parties agree that this Agreement resolves all known and potential disputes about retroactivity of the new collective bargaining agreement, with the possible exception of individual calculation errors that may become known at a later date.

10. The Parties hereby confirm their negotiated agreement that eligibility for a retroactive payment under the new Collective Bargaining Agreement requires that an Employee was in active employment status on the date of Union ratification, August 10, 2017. New hires since August 10, 2017 will receive retro pay back to their date of hire.

APPROVED this 30th day of NOVEMBER, 2017.

By: 
King County Executive

For Amalgamated Transit Union, Local 587:



Michael Shea
President/Business Representative

11/21/17
Date