

**Memorandum of Agreement
By and Between
King County
and
International Brotherhood of Electrical Workers, Local 77
Metro Transit Department**

Subject: Adoption of Rail Electrical Worker Apprenticeship pending contract negotiations

This Memorandum of Agreement (the Agreement) is entered into by and between King County (the County) and the International Brotherhood of Electrical Workers, Local 77 (the Union).

Background:

1. King County and the Union are parties to a collective bargaining agreement (CBA) that went into effect on January 1, 2015, and expired on December 31, 2018.
2. The Parties are negotiating a successor CBA.
3. The parties have reached an agreement in negotiations to create a Rail Electrical Worker (REW) Apprentice Position and associated wage scale for inclusion into the successor CBA. This agreement creates an apprentice program that requires 8,000 hours of on-the-job apprentice training in addition to classroom instruction for a minimum of 144 hours each year for four years.
4. The parties wish to immediately implement the REW Apprentice program and associated wage scale without delay and are therefore executing this Agreement.

Agreement:

Rail Electrical Worker Apprenticeship:

1. Establishment of Rail Electrical Worker Apprenticeship. The parties hereby establish an apprenticeship program for the Rail Electrical Worker (REW) position. Both King County and the Union recognize the Rail Electrical Worker Apprenticeship Program Standards, recognized by the Washington State Apprentice and Training Council (WSATC). The WSATC has the authority to approve, administer, and enforce apprenticeship standards for the operation and success of this apprenticeship, and may change its rules, policies, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy, and/or administrative practices shall be recognized as part of the Rail Electrical Worker Apprenticeship Program Standards, unless specifically agreed to otherwise in writing by the parties.

2. Establishment and Authority of REW Joint Apprenticeship Training Committee. The Parties hereby establish a Joint Apprenticeship Training Committee (JATC) for the REW apprenticeship which shall be composed of no more than three representatives of the County and no more than three representatives of the Union. The JATC shall have the authority to adopt and amend a REW Apprentice Program Manual and REW Apprentice policies and procedures that are consistent with the Rail Electrical Worker Apprenticeship Program

Standards, including, but not limited to, work processes, wage progression, and administrative standards. The JATC shall be bound by the Rail Electrical Worker Apprenticeship Program standards and any applicable policies, and procedures.

The JATC shall have no authority to modify or administer any portion of the Collective Bargaining Agreement between the parties, unless otherwise specified herein.

3. Selection of Candidates for Apprenticeship. The selection of candidates for hire into the REW Apprentice position shall be at the exclusive direction of the County, subject to any limitations set forth in this Agreement.

4. Minimum requirements of Apprenticeship. Rail Electrical Worker Apprentice training shall include the type of work reflected in the Rail Electrical Worker Apprenticeship Program Standards, and the REW Apprentice Program Manual. The Apprenticeship shall include 8,000 hours of supervised on-the-job training, advanced standing and/or credit, as determined by the JATC, and a minimum of 144 hours per year of classroom-style education.

5. REW Apprentice Rules. REW Apprentices shall follow all manuals, rules, policies, and procedures of King County, the Metro Transit Department, and the Rail Division. REW Apprentices shall also follow all manuals, rules, policies, and procedures of the Rail Electrical Worker Apprenticeship Program Standards, and the REW Apprentice Program Manual.

6. Apprentice Wages. REW Apprentices shall be paid pursuant to the following wage table.

Step	Hour Range or Competency Step*:	Percentage of Journey-level pay**
1	0 - 1,000 hours	67%
2	1,000 – 2,000 hours	71%
3	2,000 – 3,000 hours	77%
4	3,000 – 4,000 hours	79%
5	4,000 – 5,000 hours	83%
6	5,000 – 6,000 hours	87%
7	6,000 – 7,000 hours	91%
8	7,000 – 8,000 hours	95%

* Overtime hours that fall within the parameters of the Work Processes outlined in the REW Apprenticeship Program Standards count toward completion of the 8,000 hour requirement.

**Overtime and shift differential(s) shall be paid pursuant to this Agreement in the same manner as a journey-level REW.

7. Ratio of Apprentices to Journey-level Workers

a. There shall not be more than one apprentice for each three (3) journey persons employed in the Rail Electrical Worker Work Group.

b. There shall not be more than one apprentice for each two (2) journey persons on the jobsite when performing work involving high-voltage electricity.

c. There shall not be more than one apprentice for each one (1) journey person on the jobsite when performing work not involving high-voltage electricity.

8. Quarterly progress reports for Apprentices. The JATC shall meet quarterly to discuss individual apprentice progress. Individual quarterly progress reports shall be provided to each apprentice by the Chief with input from the journey-level REWs and Rail Training Group. The progress reports will be shared with the JATC.

9. Termination from Apprenticeship. The County retains the right to terminate any apprentice at any time during the training program if:

a. The apprentice is deemed by the JATC to have voluntarily abandoned apprentice training.

b. The apprentice is removed from the training program by the JATC for failure to make adequate progress as defined in the Apprenticeship Standards.

Termination pursuant to “a” or “b” above shall not be subject to grievance under the collective bargaining agreement between the parties, however may be appealed pursuant to the procedures, if applicable, contained in the Rail Electrical Worker Apprenticeship Program Standards and/or the REW Apprentice Program Manual.

In addition to any apprentice probationary periods outlined in the Rail Electrical Worker Apprenticeship Program Standards and the REW Apprentice Program Manual, the REW Apprentice is a career service position and subject to the same probationary period as applied to other career service positions covered by this Agreement.

All other discipline, up to and including termination, for career service REW Apprentices, shall be grievable in the same manner as discipline imposed upon career service REWs.

10. Safety. Apprentices shall be given adequate safety training to safely perform all work related to the apprenticeship.

11. Apprentice Seniority. Apprentice Seniority shall be established by date of hire into the apprentice position. In the event of a tie, seniority order shall be decided by seniority in the King County Rail Division, followed by Seniority in King County, followed by a coin toss conducted by Local 77.

12. Completion of Apprenticeship. Upon graduation from the REW Apprenticeship, the REW Apprentice Graduate shall be promoted to a Career Service REW position. There shall be no additional probation period upon promotion.

13. Seniority Upon Graduation. Upon graduation from the REW Apprenticeship, the REW Apprentice Graduate shall be awarded a Journey-Level REW seniority date one (1) year prior to the graduation date.

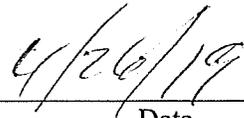
14. Definitions. All words shall be given their regular and customary definitions, unless otherwise defined by this Agreement, the WSATC, the Rail Electrical Worker Apprenticeship Program Standards, or the REW Apprentice Program Manual.

15. Duration. This Agreement shall be effective upon adoption by ordinance of the Metropolitan King County Council and shall expire upon implementation of the successor CBA to the 2015 – 2018 CBA.

For International Brotherhood of Electrical Workers,
Local 77:

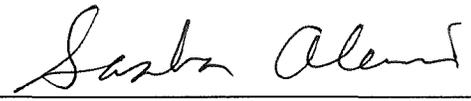


Steven Kovac
Business Representative

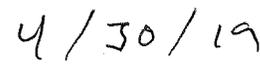


Date

For King County:



Sasha Alessi
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office



Date