



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 18948

Proposed No. 2019-0264.1

Sponsors Upthegrove and Kohl-Welles

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement regarding Rail Electrical
3 Worker Apprenticeship negotiated by and between King
4 County and International Brotherhood of Electrical
5 Workers, Local 77 (Metro Transit Department)
6 representing employees in the metro transit department;
7 and establishing the effective date of the agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The memorandum of agreement regarding Rail Electrical Worker
10 Apprenticeship negotiated by and between King County and International Brotherhood of
11 Electrical Workers, Local 77 (Metro Transit Department) representing employees in the
12 metro transit department, which is Attachment A to this ordinance, is hereby approved
13 and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of the agreement shall be effective upon
15 adoption by King County ordinance and shall remain in effect until the implementation of

16 the successor collective bargaining agreement to the January 1, 2015, through December
17 31, 2018, collective bargaining agreement.
18

Ordinance 18948 was introduced on 7/1/2019 and passed by the Metropolitan King County Council on 7/10/2019, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci



KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Rod Dembowski, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 15 day of JULY, 2019.

Dow Constantine, County Executive

RECEIVED
2019 JUL 17 AM 9:24
CLERK
KING COUNTY COUNCIL

Attachments: A. Memorandum of Agreement By and Between King County and International Brotherhood of Electrical Workers, Local 77 Metro Transit Department

**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

• Building Operating Engineer – Apprentice

4. **Wage rate:** The Parties amend Exhibit A to add “Building Operating Engineer – Apprentice (5 Step Wage Progression)” to the Facilities Maintenance Section. The 100% wage rate for November 1, 2018, through October 31, 2019, shall be \$39.37. These wage rates are consistent with the previously negotiated journey-level rate for Building Operating Engineer (BOE).

5. **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 shall be given to current members of ATU Local 587 working in the Transit Facilities Division. Eligible applicants from the Transit Facilities Division will be considered first in the application review process. However, if there are insufficient qualified applicants from the Transit Facilities Division, all other qualified applicants will be considered. Metro shall have sole discretion to select apprentices. These eligibility criteria will be used for hiring the first two apprentices. Following the hiring of the first two Apprentices, the Parties shall renegotiate the eligibility rules for selection into the Apprentice Program.

6. The Parties amend Article 18 of the Collective Bargaining Agreement by adding:

SECTION 17 – BUILDING OPERATING ENGINEER APPRENTICE PROGRAM

1. **Selection into the Apprentice Program:** Eligibility criteria for selection into the Apprentice Program shall be governed by Memorandum of Agreement [document code] for the hiring of the first two Apprentices.

2. **Step Placement:** 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 “Current Pay” plus 2-1/2%. The term “Current Pay” is defined as the pay the apprentice received in the classification he/she held before becoming an apprentice. “Current Pay” will not include shift differential or upgrades into other classifications to calculate step placement.

3. **Wage progression:** Following entrance into the program, an apprentice will have five wage step increments, as outlined the following wage table, which is based on the Building Operating Engineer classification. Wage progressions shall be granted by the Apprenticeship Committee based on the Committee’s determination that the Apprentice has satisfied competencies. The step progression for Building Operating Engineer – Apprentice shall be:

Step	Approximate Hour Range Or Competency Step	Percentage of Journey Level Wages
1	0000 – 2000 hours/0-12 months	70%
2	2001 – 4000 hours/12-24 months	80%
3	4001 – 6000 hours/24-36 months	90%
4	6001 – 8000 hours/36-48 months	95%
5	Graduation	100%

4. Probation: The probationary period for a BOE apprentice is the first six months or 1040 hours of time in the program, whichever comes first. During this probationary period, the apprentice is at-will and may be removed from the Apprentice Program at the sole discretion of management.

5. Apprentice Progression: The Apprentice will progress based on the requirements outlined in the BOE Apprenticeship Standards and the Program Manual.

6. Graduation: "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 licenses required for the BOE classification as outlined in the BOE Apprenticeship Standards and the Program Manual.

7. Placement following graduation: An apprentice shall be placed in a BOE position upon graduation. The entry salary step shall be Step 5 of the BOE wage rate.

8. Seniority: Once a person is hired as a BOE apprentice, he/she will be placed on the BOE seniority list based on his/her starting date in the BOE Apprentice Program. The Union will determine seniority placement among the BOE apprentices.

9. Shifts: The apprentice position is a no-pick position. Apprentice assignments shall be determined by task hour needs and will take into account 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). In order to accommodate school and work schedules, apprentices should arrange appropriate report times and departure times with their immediate supervisors.

10. Vacation: Apprentices should arrange vacations with the approval of their immediate supervisors in order to avoid conflicts with classes, testing, or Apprentice hours requirements.

11. Performance: The Metro Facilities Apprenticeship Committee 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 BOE Apprenticeship Standards and Program Manual. An apprentice must comply with the policies and procedures outlined in the BOE Apprenticeship Standards and Program Manual.

If it is determined by the Metro Facilities Apprenticeship Committee 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 Apprentice 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.

The Metro Facilities Apprenticeship Committee shall not have authority over matters concerning employee discipline.

12. Removal from the Apprentice Program: If an apprentice is removed from the Apprentice Program by the Metro Facilities Apprentice Committee, he/she will return to the classification that he/she previously held, if any. However, an apprentice will not be returned to a prior position if he/she has been removed from the Apprentice Program due to misconduct as defined in the CBA.

13. Initial tools: Metro will provide apprentices with a list of required tools. An apprentice must provide his/her own tools within the first month of his/her start date. Apprentices may purchase the starter set of tools through a payroll deduction, per the procedures that are outlined in the program guidelines.


14. Annual tool allowance: Apprentices shall be provided with the tool allowance according to the schedule described in Article 18 of the CBA.

15. Metro Facilities Maintenance Apprentice Committee: Metro Facilities Maintenance and the Union shall form a committee to include the Facilities Union Executive Board Officer, with equal representation from management and labor, to address any issues concerning the BOE Apprentice Program, including any changes to the Apprentice Program curriculum. Among other things, this Committee 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 BOE Apprentice Program. The decisions of the Committee are not grievable; however, a decision may be appealed, for a recommendation only, to the Superintendent who supervises the BOEs and the Union's Second Vice President/Assistant Business Representative - Maintenance, or their designees. The final decision in the appeals process is vested solely in the Manager of the Transit Facilities Division or his/her designee. 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.

16. This Agreement does not require Metro to hire Apprentices or continue the program.

6. Expiration: 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 addition of Article 18.17 into the 2019-2022 CBA.

For Amalgamated Transit Union, Local 587:




Ken Price, President/Business Representative

3-8-19

Date

For King County:



David S. Levin, Labor Relations Negotiator – Senior
Office of Labor Relations, King County Executive Office

03/13/2019

Date



**TRANSIT BUILDING OPERATING ENGINEER –
APPRENTICE**

Class Summary

The responsibilities of this classification include assisting in day-to-day activities in the operation, maintenance, repair, and overhaul of transit facility heating, ventilation, air conditioning (HVAC), refrigeration, energy management, and related building systems, and equipment under the supervision of the Chief of the Building Operating Engineer workgroup.

Distinguishing Characteristics

This is the first of a three-level Building Operating Engineer classification series. Incumbents gain experience in this classification and are assigned increasingly responsible work and work more independently in areas where they have demonstrated skill as they learn all aspects of maintaining heating, cooling, and ventilation systems. Work is performed independently under the general supervision of Transit Building Operating Engineers, Transit Building Operating Engineer – Leads, and a higher-level facility maintenance supervisor.

Examples of Duties

All duties below are performed in conjunction with or under the general supervision of a Transit Building Operating Engineer or Transit Building Operating Engineer – Lead.

1. Maintain, repair, and overhaul varied HVAC systems, components and auxiliary equipment; troubleshoot and repair equipment including refrigeration units, water coolers, split systems, direct/indirect gas fired rooftop units, boilers, chillers, heat pumps and mixing boxes and similar equipment.
2. Adjust, troubleshoot, and repair pneumatic, electronic and line voltage circuits; troubleshoot and repair electrical control circuits for all types of HVAC equipment.
3. Operate facility automated control system and digital control devices; locate system problems and initiate corrective actions; utilize remote access connections to ensure ongoing and effective energy management.
4. Perform water tests and chemically treat boiler, condenser, and chilled water systems; perform routine overhaul and repair of boilers; maintain replacement schedule, install and dispose system filters.
5. Maintain cleanliness of mechanical rooms; maintain and ensure all tools and equipment are in proper working order.
6. Perform other duties as assigned.

Knowledge/Skills

Knowledge of the principles, practices, techniques, tools, and equipment of the building operating engineer trade

Knowledge of safe moving and lifting practices, occupational hazards, and safety requirements

Skill in providing excellent customer service

Skill in verbal and written communication

Ability to attend required apprenticeship classes on weekdays, nights, weekends, and holidays

Ability to work in adverse weather events or other emergencies

Ability to effectively engage in and sustain relationships with people from diverse cultures and socio-economic backgrounds

Ability to work independently and as a team member

Demonstrated proficiency with business applications, such as Microsoft Office suite and permitting software

Education and Experience Requirements

Any combination of education and experience that clearly demonstrates the ability to perform the job duties of the classification

Licensing, Certification and Other Requirements

Valid Washington State Driver License

Some licenses, certifications, and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation	Non-Exempt
Service Status	Career Service
EEO Code	7
Levels within same series	Transit Building Operating Engineer – Apprentice, Transit Building Operating Engineer Transit Building Operating Engineer – Lead
Class History	Created – 11/2018