

ATU DIVISION 757 FINAL OFFER
Case No: ME-015-20
DATE: October 19, 2020

Other than the proposals included in the Final Offer, ATU proposes that the language of the Working and Wage Agreement from December 1, 2016 and November 30, 2019 be included as part of the successor contract. In addition, ATU proposes that the side letters identified by ATU through previous notice to TriMet be carried forward and that any tentative agreements made between the parties be included in its Final Offer.

ATU proposes the below identified modifications to the Working and Wage Agreement as its Final Offer. Unless otherwise noted, additions to language in the December 1, 2016 and November 30, 2019 agreement are underlines and deletions are struck through. Typographical changes, such as renumbering, resulting from a proposal may not be included.

ARTICLE 1, SECTION 1

Par. 1. Effective Date

This Agreement shall remain in effect from ~~December 1, 2016~~2019, through November 30, ~~2019~~2022, as amended, and shall continue from year to year thereafter unless either party gives sixty (60) days written notice of reopening this Agreement. The subject of pensions shall not be negotiated during the term of this Agreement. No other change in this Agreement shall change the pension entitlement rights or pension benefits during the term of this Agreement.

ARTICLE 1, SECTION 2 – UNION

(NOTE: this section is completely redrafted and not shown with edits to the original language. The entirety of the previous Par. 2 is struck and this proposal replaces it).

Par. 2. Membership

- a. TriMet shall provide, to the extent it collects this information, within ten (10) calendar days of hire of any employee who is covered by this Agreement, the following information:
 - i. The employee's name
 - ii. The employee's date of hire
 - iii. Work telephone number, if applicable
 - iv. All personal telephone number(s) on record
 - v. Electronic mail addresses
 - vi. The employee's personal mailing address
 - vii. Job title
 - viii. Salary; and
 - ix. Work site location

The information above will be provided by electronic mail to an address provided by ATU in an editable digital format.

- b. All employees covered by this Agreement shall have the opportunity to participate, and the District shall provide the Union reasonable access to, new employees to participate in new employee orientation sessions put on by the Union. The Union will have the right to meet with new employees within 30 calendar days from date of hire for a period of no more than one hour, without loss of compensation or leave benefits to the new employee. TriMet will coordinate with ATU to schedule an hour during any new hire training period or orientation. For employees who do not have or do not participate in a group orientation or scheduled training period, the ATU may arrange with the employee's supervisor to meet with them individually or in groups for an hour. ATU may arrange to continue to use the location after the employees' work day is completed to continue to meet with the employees.

Par. 3. Dues Deduction

- a. ATU shall provide to TriMet on a monthly basis in an editable digital format: All changes to the bargaining unit member's dues or deductions, including all new bargaining unit members who have provided authorization to ATU for TriMet to make a dues deductions from their pay checks for that month, any changes in the amount of any employee's deduction, the bargaining unit members who have authorized an initiation fee, the bargaining unit members who have revoked the authorization of the dues deduction, or bargaining unit members who should no longer have any deductions.
- b. On a monthly basis, TriMet will make the deductions of initiation fees and dues deductions in the amounts provided by ATU. TriMet shall provide a date by which it requires ATU to provide the information in Par. 3a, unless a different date is mutually agreed between the parties ("Submission Date"). If the information is not provided to TriMet by the Submission Date, TriMet will use the most recent information provided by ATU. TriMet will remit the funds deducted to ATU within 15 days of the payday when the deductions were made.
- c. Seven calendar days prior to the Submission Date in Par. 3b, TriMet shall provide the following information in an editable digital format.
 - i. Deductions made for ATU
 - ii. Those who are in the bargaining unit who were not on ATU's list for dues deductions
 - iii. Those who have left the District and the reason for leaving
 - iv. Address and phone number changes
 - v. New Hires
 - vi. Those who had job changes that affect dues.
 - vii. Those who did not have deductions taken because there were insufficient wages to make the entire deduction.
 - viii. An employee comparison of the current and prior payroll period in which dues were taken
 - ix. Those on military leave and disability
- d. In the event an employee makes a claim that a deduction made pursuant to the information provided by ATU was not authorized, ATU shall agree to defend, indemnify, and hold harmless TriMet from any claims, judgments, fees, or costs, including prevailing party attorney fees, for any unauthorized deduction resulting from TriMet's reliance on the information provided by ATU.

Article 1, Section 2, Par. 2 & 3 shall remain in full force and effect after the termination of this Agreement and until such time that a new agreement has been negotiated and implemented by the parties.

Par. 3. Representative's Rights

- a. The District agrees that the officers and members of the Union shall be granted leaves of absence on Union business as authorized by the Union, when so requested. It is further agreed that any member of this Union who now holds office, or shall be appointed or elected to any office in said Union, which requires his/her absence from the District's employ, shall upon his/her retirement from said office be placed in his/her former position with full seniority rights, rates of pay, vacation and retirement pay rights, including but not limited to the right to buy back sick leave for the purposes of Article 1, Section 5, par. F-h. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

- b. The District will offer any member of this Union who holds full-time office, such as President, Vice-President, or Financial Secretary, which requires his/her/their release time from the District's employ, engaged in Union business on release time, health and welfare benefits under Article 1, Section 9, Par. 1 of this Agreement and employer contributions to any defined contribution retirement plan at an equal rate provided to Union employees. The Union shall reimburse the District for any such benefits, including health and welfare benefits and retirement contributions provided by the District during the release time.

- c. The District shall grant ATU members who are designated representatives reasonable time to engage in the following activities during their regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
 - 1. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
 - 2. Attend investigatory meetings and due process hearings involving represented employees;
 - 3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
 - 4. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
 - 5. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
 - 6. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
 - 7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
 - 8. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.

- d. If a designated representative engages in an activity in Par.3(b) during their regularly scheduled work hours, they shall notify their supervisor in advance, and fill out and submit a Release Time Request Form, which is agreed on by the parties. If a dispute arises about whether the time was reasonable, a representative from the ATU office and TriMet's Labor Relations office will seek to resolve the dispute.
- e. Provided that the meetings do not unreasonably interfere with TriMet's operations, a designated representative shall have reasonable access to bargaining unit employees:
 - 1. To meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, work place related complaints and other matters relating to employment relations.
 - 2. To conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

ARTICLE 1, Section 3 – ADJUSTMENT OF GRIEVANCES & ARBITRATION

Par. 1. It is hereby agreed that the properly accredited ~~officers-representatives~~ of the District shall meet with the properly accredited officers of the Union on all grievances relating to any alleged violation of any provision of this Agreement or concerning the suspension, discharge, or other discipline of any employee covered by this Agreement (except during the employee's probationary period). All such grievances when filed by the Union or an employee shall be processed through the procedures set out in Sections 3 and 4 of this Article. ~~Effective August 1, 2012, the Union shall be responsible for paying its representatives in any step of the grievance procedure.~~

Par. 2

Should there be any dispute, complaint, or grievance of any employee or the Union, herein collectively referred to as grievances, it must be presented by the employee or the Union to the ~~appropriate~~ Director of Labor Relations. For a suspension or discharge the notice must be no later than the 10th day after the on which the Union was notified of the action. All other grievances must be submitted within thirty (30) days following either the occurrence out of which the grievance arose or from the first date the grievance could reasonably be assumed to have been known to the employee, whichever is later. Failure to present the grievance within thirty (30) days will be deemed a waiver of the grievance.

Step 1.

~~Such~~ Grievances shall be presented in writing to the Director of Labor Relations who shall forward it to the appropriate Department Manager or his/her designee ~~specifying the date submission~~. A representative of the Union shall accompany the employee to meet with the District representative. ~~appropriate Department Manager~~. If the Department Manager or his/her designee and the grievant are unable to arrive at a satisfactory settlement, the Department Manager or his/her designee will provide a written answer to the Union within ten (10) days after the date ~~the grievance was first presented~~ meeting was held. Requests for extension will not be unreasonably denied.

Par. 4

~~Optional~~ Expediated Arbitration

The District and the Union ~~may~~ agree to submit ~~the~~ discipline grievance to an expediated arbitration process subject to the following conditions:

- a. Expect for discipline grievances, Both parties must mutually agree to expediate-expedited arbitration to resolve a specific grievance.

Par. 8

Each grievance shall be designated as one of the following: discipline, termination, or contract violation. If grievances designated as discipline do not resolve at Step 2, they shall go to expediated arbitration. If grievances are-designated as termination or contract violation do not resolves at Step 2, they shall go to full arbitration. Termination grievances shall go to arbitration in order of first terminated. Contract violation grievances shall go to arbitration in order of first filed, except that either party shall have the right to designate a contract violation to be the next matter arbitrated.

ARTICLE 1, Section 4 – DISCIPLINE

Par. 1. The maintenance of discipline and efficiency is the province of the District. Both parties agree that the District may post District rules and may discipline employees for violation of such rules, provided that each employee is made aware of each District rule. Any new rule, revision, or amendment may be grieved by the Union in accord with the terms of Article 1, Section 3. Rules shall not be in conflict with existing agreement.

Par 2. All discipline of an employee who has been an employee of the District for a period in excess of 120 days shall be based on just and sufficient cause with full explanation given to the employee in writing. The Union will be notified in writing of all discipline within seventy-two (72) hours of the action being taken.

(NOTE: new paragraphs inserted, subsequent paragraphs to be renumbered):

Par. 3 Discipline shall be issued within 30 days following either the occurrence out of which the discipline arose or from the first date the occurrence could reasonably be assumed to have been known to the Employer. Failure to meet the deadline will result in dismissal of incident and cannot be used for progressive discipline purposes. The deadline may be extended in the event the Employer in good faith needs additional time to complete its investigation. Requests for extension will not be unreasonably denied.

Par. 4. Written Warnings, Reprimands, and Suspensions will not be used for progressive discipline purposes after twelve (12) months from date of incident that warrants such discipline, unless an employee receives additional discipline during the same twelve (12) month period for a similar violation.

~~Par. 35.~~ Where a suspension or discharge is considered necessary, the final decision will be deferred until after an opportunity has been given to an appropriate Union Representative to be present at a hearing between the Department Manager or his/her designee and the employee. ~~This shall not apply when the employee is subject to immediate suspension or discharge.~~

Par. 46. Cause for immediate suspension or discharge is as follows:

- A. Reporting to work under the influence of intoxicating liquor or illegal drugs or consuming intoxicating liquor or illegal drugs.
- B. Deliberate or reckless violation of TriMet policies regarding harassment, discrimination, violence, or sexual misconduct~~Consuming intoxicating liquor or illegal drugs while on duty.~~
- C. Mishandling of District cash revenue.
- D. Gross insubordination.
- E. Deliberate destruction or removal of District's or another employee's property.
- F. Posing an immediate or potential danger to public safety.

Par. ~~57~~. Whenever the District suspends or discharges an employee under the terms of Paragraph ~~4-6~~ of this Section, the Union will be notified within twenty-four (24) hours.

Par. ~~68~~. If an employee claims to have been unjustly suspended or discharged during the term of this Agreement, to be timely, the case must,

Step 1

...be referred in writing to the appropriate Department Director, or his/her designee, no later than the 10th day after the day upon which the Union was notified of the suspension or discharge pursuant to the provisions of Paragraphs 3 and 4 above, and shall be handled in accordance with the grievance procedures set forth in Section 3 of this Article.

Par. ~~97~~. The parties in Step 1, by mutual agreement in writing, may extend the time limit specified in Step 1 for a period not to exceed twenty (20) days.

Par. ~~810~~. The District and the Union will cooperate continually to the best of their ability to improve and maintain discipline.

ARTICLE 1, Section 7 – VACATIONS

Par.3 The following considerations are applicable:

k. All salaried classifications shall be permitted to convert all weeks of vacation each year to use one day or various numbers of hours at a time, which shall be considered floaters for end of year payoff.

m. All Mini-Run Operators shall be permitted to carry over unused vacation when moving to full time. Mini-Run Operators who become full-time operators shall, beginning December 13, 2017, accrue vacation based upon their original hire date as a Mini-Run Operator. If a current full-time ~~operator~~employee formerly was a Mini-Run Operator, then beginning December 13, 2017, s/he shall accrue vacation based upon his/her original hire date as a Mini-Run Operator.

ARTICLE 1, Section 9 – HEALTH AND WELFARE BENEFITS

The District shall reimburse employees for the increased cost of health insurance they have incurred since the contract expired.

Par. 3. Employee Assistance Program

The District will continue an Employee Assistance Program that provides substantially similar coverage in effect at the time of the signing of this agreement and not less than that provided to non-represented employees. Any changes in carrier or coverage will be communicated and discussed with the Union prior to the change.

~~The Employee Assistance Program shall be separately operated and administered by the Union.~~

~~b. Effective December 1, 2012, and only for the term of this Agreement, the District shall pay \$55,000 annually to the Union to operate and administer the Employee Assistance Program. Upon the expiration of this Agreement, the District's obligation to make payments to the Union shall end and shall not be continued during the hiatus period as part of the status quo. Upon the expiration of this Agreement, Union employees shall be covered under the District's EAP program;~~

~~c. Funds paid by the District to the Union to provide an Employee Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. In the event that the Union utilizes such money for purposes other than the provisions of an Employee Assistance Program, the District's financial obligation shall immediately cease and the Union shall be solely liable and responsible for provisions of the Employee Assistance Program.~~

~~d. The parties recognize that the District's obligation with respect to the selection and administration of an Employee Assistance Program for eligible participants is limited solely to making payments to the Union for such purpose in the amount agreed to by the parties. The parties further recognize that no change in providers or benefits can in any way alter the District's financial obligation without the District's prior written consent. The Union shall exonerate, reimburse and hold harmless the District against any and all claims, expenses or liabilities in any way arising out of the selection, administration, operation and provision of an Employee Assistance Program.~~

Par. 4. Group Life, Accidental Death and Dismemberment (AD&D), and Sickness Insurance

b. A ~~\$150~~\$500.00 per week extended sick leave benefit will be paid to active employees for lost time due to non-occupational accident or sickness. Benefits will be paid for the first day of accident and fourth day of sickness to fifty-two (52) weeks. This benefit is payable on regular working days only, at a daily rate equal to one-fifth (1/5) of the weekly benefit at that time.

c. These benefits will also be payable to employees on maternity or paternity leave of absence.

h. TriMet shall provide and administer a voluntary long term disability policy that would be available to employees after 52 weeks and pay for 50% of the costs to employees who may elect to purchase it that provides coverage if employees are partially or totally disabled due to a covered physical disease, injury, pregnancy, or mental health condition.

Section 13 – SENIORITY PROVISIONS

Par. Any employee promoted to a clerical, supervisory, or other official position by the District shall retain seniority in the last position or classification worked prior to promotion. ~~Any employee promoted to a non-union position shall retain said seniority for five (5) years from the date of their promotion.~~ Any employee promoted to a non-union position within five (5) years prior to the effective date of this agreement shall retain seniority for six (6) months from the effective date of this agreement.

Section 15 – SAFETY

Par. 3. Hours-of-Service Policy and Procedures

~~a. The District and the Union negotiated an Hours of Service (HOS) policy in 2000 that applies to all designated safety sensitive positions and requires that those employees have at least seven (7) hours off in a service day. The policy further requires that safety sensitive employees cannot work more than 70 hours in any seven day period and they cannot work more than thirteen (13) consecutive days.~~

~~b. In 2011 the definition of a service day was clarified to be defined as a 24 hour period that begins at the time an employee reports to work after having at least the required number of hours off for all safety sensitive rail employees.~~

~~c. In 2013 the parties agreed bus operators shall be required to have ten (10) hours off between service days and bus extra board operators shall be required to have nine (9) hours off between service days. The service day for all bus operators is defined as a 24 hour period that begins at the time an employee reports to work after having at least the required number of hours off.~~

~~d. It is understood by the parties that regulatory authorities may impose requirements beyond this within their legal authority.~~

~~e. The District and the Union agree to hold labor/management meetings, as needed, consisting of up to four representatives from each group to review Hours of Service requirements for all safety sensitive positions. The District agrees to pay the employees that are part of the represented group for the time spent in these meetings.~~

a. It is understood by the parties that regulatory authorities may impose requirements beyond this within their legal authority.

b. The current hours of service requirements are listed in the attached table

c. Definitions

i. The seven (7) day period means the time-period from an employee's first shift Sunday to end of their last shift on Saturday, including hours that overlap into Sunday.

ii. A month is a calendar month starting at midnight the morning of the first of the month and ending at midnight in the evening of the last day of the month.

iii. When an employee has worked the maximum consecutive days, they must have 24 hours off before working again.

Section 19 – OTHER PROVISIONS

~~Par. 4. Effective December 1, 2012, and only for the term of this Agreement, t~~The District shall deposit \$5575,000 annually into to the Recreation Trust Fund. Upon the expiration of this Agreement, the District's obligation to make deposits shall end and shall not be continued during the hiatus period as part of the status quo. ~~Upon expiration of this Agreement r~~Recreational activities shall be budgeted within the District's operating budget. During the term of this Agreement, a joint Union-District Recreation Committee will have full authority to expend monies from this fund and will administer this fund. The Committee will prepare an annual budget.

Par. 6. When the District requires an employee to be examined by the District's consultant physician before returning to work, the appointment will be made as promptly as possible under the circumstances and the employee shall be placed on paid administrative leave to avoid any potential loss of pay to the employee. Should a situation develop when the opinions of two (2) competent medical doctors conflict and the District will not permit the employee to work, the matter will be immediately

investigated including, if necessary, written statements from doctors. If, after investigation and discussion between the two (2) physicians, it is clear that there is a direct medical conflict, the Union and the District shall select a third doctor competent in the medical area involved, and his/her opinion will be sought. The majority opinion will determine the employee's status.

Par. 10. Child Care/Elder Assistance Program

a. The Child/Elder Care Assistance Program shall be separately operated and administered by the Union.

b. The District will pay to the Union to operate and administer a child/elder care assistance program up to the amount of \$5575,000 annually. The District's payment is non-cumulative and thus, the total contribution to the fund each December 1st shall replenish the fund to \$75,000. The Union will provide the account statement confirming the amount of funding in the account from which TriMet will determine the payment to be made to bring the balance to \$75,000. ~~on December 1, 2012, 2013, 2014 and 2015 only provided, however, that t~~The District shall make no such annual payment if the cash balance exceeds \$100,000 as of the date payment is due.

c. Funds paid by the District to the Union to provide a Child/Elder Care Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. TriMet reserves the right to conduct periodic audits of the fund. The ATU will make all documentation readily available at TriMet's request. In the event that the Union utilizes such money for purposes other than the provisions of a Child/Elder Care Assistance Program, the District's financial obligation shall immediately cease and the Union shall be solely liable and responsible for the provisions of the Child/Elder Care Assistance Program.

d. The parties recognize that the District's obligation with respect to the selection and administration of a Child/Elder Care Assistance Program for eligible participants is limited solely to making payments to the Union for such purpose in the amount agreed to by the parties. The parties further recognize that no change in providers or benefits can in any way alter the District's financial obligation without the District's prior written consent. The Union shall exonerate, reimburse and hold harmless the District against any and all claims, expenses or liabilities in any way arising out of the selection, administration, operation and provision of a Child/Elder Care Assistance Program.

Par. 11. Service Improvement Program

Service Improvement Program. Any Service Improvement Program (SIP) administered by the District shall contain at least the following terms and conditions:

a. The identified employee and his/her Union Representative shall be provided a written copy of the complaint (redacted to protect the identity of the complainant) not less than three (3) business days prior to an intent to discipline meeting that will address the same.

b. All phone call complaints in and out of Customer Service with a complainant shall be recorded. The recordings (redacted to protect the identity of the complainant) shall be provided to the identified employee and his/her Union Representative prior to the commencement of the intent meeting.

c. The District shall provide to each Executive Board Officer a monthly report of SIPs received within that Executive Board Officer's jurisdiction.

d. The District and the Union agree with the fundamental notion that Employees will be disciplined only for just cause. The District shall not discipline Employees based on unsubstantiated complaints, but may use unsubstantiated complaints of a similar nature as evidence in credibility determinations between complainants and operators or of past operator behavior.

e. Any SIP that does not result in discipline administered by the District shall be removed after twelve (12) months from date of issue.

f. Complaints that cannot be connected to an employee will not be included in their record.

ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Section 1 – OPERATORS

Par. 1 General

~~m. Trades – Trades that create an hours of service violation by providing for less than ten (10) hours off between assignments for regular bus operators will not be allowed that do not provide both operators nine and ½ hours (9.5) hours of scheduled time off between assignments are not permitted. However, due to variations of extra board work, bus extra board operators will be permitted to trade with other bus extra board operators even if it creates a violation by having less than nine (9) hours off, but they will be forced to pass up. Trades between bus extra board operators and regular bus operators that create a violation are not permitted.~~

Par. 2. Allowances

a. Operators shall be allowed ~~ten (10)~~ fifteen (15) minutes preparatory time each time they take a coach from storage point. ~~When called for Chartered Service, an Operator will be allowed only five (5) minutes preparatory time.~~

g. Operators whose designated place of relief is in a different location than their designated starting location will receive a road relief allowance ~~as agreed upon by the Union and the District. These relief amounts shall be posted on the sign-up. The road relief shall be as follows: the District will pay road relief based on the time estimated by TriMet, based on its trip planning estimate system, for the trip at 70% of the operator's base rate. Road Relief shall not make an Operator eligible for overtime pay.~~

~~1. If an Operator is not returned to their garage within one (1) hour from time of relief, or is unable to reach their relief point from the garage within one (1) hour of time of relief, they will receive their road relief allowance plus one (1) hour penalty pay at straight time, plus straight time for all time in excess of the hour. At all times Operators will be responsible for catching the first available bus.~~

~~2. All parties recognize that the road relief allowance represents compensation for the inconvenience associated with road reliefs and does not represent pay for time worked, and shall not be considered as pay for time worked for any purpose.~~

~~3. In the event the District establishes any new or different road relief points, it will notify the Union at least ninety (90) days prior to the use of such point, and the parties will promptly meet and negotiate a proper allowance for such road relief point. If they are unable to agree on an amount, the issue will be submitted to arbitration as provided in Article 1, Section 3.~~

~~4. Under no circumstances will an Operator receive more than one (1) relief payment in one (1) day because of this provision. This payment will be made on scheduled runs only.~~

Par. 7. Sign-Ups (NOTE: paragraphs to be renumbered based on new/moved paragraphs)

a. Operators shall have the right of choice runs according to seniority ~~in continuous service;~~ provided that on lines which require special qualifications (such as Council Crest Line) only

Operators having the necessary qualifications for the particular run or work shall have the choice of same. When an Operator loses pay because of the lack of qualifications of another Operator, s/he shall be reimbursed for all time lost.

b. There will be three (3) sign up a year, roughly corresponding with the beginning and end of summer and another one in the first part of the year, or when the District significant changes its service schedule. A sign up will not be longer than 18 weeks unless mutually agreed to by the Union and the District. The District will set the dates of the three (3) sign ups prior to January 1 each year. The District may adjust a sign up date if significant charges are needed in its service schedule and by mutual agreement with the Union. A new sign-up shall take place on the request of the representatives of the Union, it being

~~understood that prior to the effective date of any new schedule or schedules the~~The District shall have all schedules prepared, posted, and ready to operate the same before any sign-up takes place. Said schedule shall remain in effect until such time as a new set of schedules has been prepared, posted, signed, and become effective. By mutual agreement between the District and the Union, the District may make minor changes in schedules without a sign-up.

c. Regular Operators having no regular assigned runs on days when special schedules are used shall be assigned to work according to seniority, when so qualified, ahead of the extra list.

d. If at a sign-up an Operator cannot sign up on five full days of work at the garage of his/her choice, but can sign-up on three (3) full days of work, s/he may do so. On their fourth and fifth days s/he will go to their regular place on the extra list at that garage, in seniority order, and be governed by the position of the red line.

e. An operator will sign up for the same work on all weekdays they choose and if they work on a weekend, the work's start time and end times must give them at least ten (10) hours off.

Par. 10 Extra Board Rules

Assigning Work

1. All extra work shall be assigned to the board before regular Operators receive overtime. Before regular Operators will be called in for RDO work, ~~the~~all extra board resources will be exhausted. All assigned work shall be paid as assigned.

4. When two pieces can be combined to fit the qualifications of a run and will total seven (7) hours and thirty (30) minutes or more, this combination will be inserted in its proper place among the runs. Every effort will be made to make runs of seven (7) hours and thirty (30) minutes or more. If a run comes open, it should be assigned as a run. (Intent is to assign full runs unless they are split days separated to be used as trippers.)

5. All RDOs assigned when the extra board is initially made out will be split days if at all practicable. The District will assign RDO work to the extra board and regular Operators according to past practice.

All RDO work will be as close to eight (8) hours as possible and will be assigned in this order: split days, night runs, matinees, a.m. runs. Each category of run must be exhausted before assigning runs from the next.

7. After all work has been assigned, the remaining operators will be assigned report times, earliest to latest from the red line up. An effort will be made not to assign a.m. reports before a night run and p.m. reports after an a.m. run when the board is made out. If, however, this

~~should happen, an extra board Operator may be allowed to turn down (T.D.) the a.m. report, without penalty, and without affecting the rest of his/her assigned work.~~

8. An assignment made to an extra board Operator, who is not a report, is that Operator's assignment for the day and additional work will be added only with his/her consent (exception is a double covered assignment).

Report Operators

14. When any Operator oversleeps, their order on report shall be determined by the time they call the garage after oversleeping. They will be at the foot of the report list. If they are called ~~down~~ on to report ~~in the morning~~, they shall keep anything they catch and shall be penalized the eight (8) hour guarantee. If no Operator who oversleeps calls in, they will be called in the order of their work assignments.

Pass Ups

20. Operators taking a pass-up will follow the regular report Operators. ~~They Operators getting off work by 12:00 a.m.~~ must call in by 10:00 a.m. and will not be assigned any work before 11:00 a.m. at the garage, or 11:30 a.m. in case of a road relief. Operators getting off work ~~after~~ between 12:00 a.m. and 1:00 a.m. will call in by ~~10:30-11:00 a.m.~~ and will not be assigned work until ~~11:30 a.m.-12:00 p.m.~~ at the garage or ~~12:00 noon-12:30 p.m.~~ in case of a road relief. Operators who get off after 12:00 a.m. ~~will call in by 12:00 noon and will not be assigned any work before 1:00 p.m. at the garage or 1:30 p.m. in case of a road relief.~~ shall verify with the on-duty Station Agent their call back time, which shall establish their call back time, but in no event will their call back time be less than 10 (ten) hours after getting off work. They will report at the garage no earlier than 11 (eleven) hours from the previous day's end time or 11 ½ hours in case of a road relief.

21. An Operator taking a pass-up because of an owl assignment shall be given a report following the a.m. reports and after having nine (9) hours off. Operators shall be guaranteed the last assigned a.m. report, and then become a regular report Operator. (Intent is to keep Operator from following behind other pass-up Operators.) The current alignment of runs covering owl service renders this rule invalid and only if owl runs should in the future become assigned work, will this rule come into effect.

22. Operators may pass-up if they have less than nine (9) hours off from the time they finish at night and are scheduled to start the next a.m. The Operator shall notify the Station Agent within sixty (60) minutes after the end of the night run that s/he has elected not to work the a.m. assignment. The amount of time lost by such an election not to work will not be deducted from his/her guarantee.

23. Operators shall not sign into a "pass-up" situation. Operators who would be forced into a pass-up during a sign-up process due to remaining work available will be placed on the extra board for that day.

Trading Work and Days Off

24. All trading of runs and days off is a privilege granted by the Union and the District and may be cancelled at any time. (Both parties must agree.)

25. Operators cannot trade days with an Operator who is marked off sick prior to the trade. Once such a trade is made and approved by the Station Agent before 10am the day prior, the

trade will be honored even in the event of an Operator marking off for the first part of the trade of the trade.

~~26. Operators can trade a run for an extra that has less than seven (7) hours in it and will be given a T.D.~~

27. Regular Operators may trade for a run that is finished two (2) hours later than their own run if (additional) overtime is not involved.

28. Operators can trade work on holidays if both have signed up to work the day.

29. No operator may make a trade that will create a pass up, with the exception that an operator in a pass up can trade into another pass up, through the operator must be able to do the work.

30. Any operator participating in a TDO (trade day off) either onto the extra board or with another extra board operator will not be prohibited from making one trade in addition to the TDO.

General

32. Extra board Operators may request any run that is finished after midnight if they are entitled to an earlier run ~~and will not lose pass-up privileges.~~

36. When Mini-Run Operators are promoted to full-time Operators within a current sign-up, they will be assigned to an extra board with either split days or two weekdays as RDOs.

Section 4 – ~~INSTRUCTOR~~TRAINING SUPERVISORS

Par. 1. Instructors will be reimbursed at the highest IRS rate allowed by the Internal Revenue Service for using personal car on company business.

Par. 2. Instructors will themselves be trained on all District vehicles, except light rail vehicles.

Par. 3. Instructors' work records will not reflect in any disciplinary manner any accident for which the student bus Operator is responsible.

Par. 4. Instructors assigned to Center Street Garage will be paid travel time from Center Street Garage when required to do training at another location.

Par. 5. The District may schedule four (4) 10-hour day workweeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

Par. 6. All Training Supervisors working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate. This change in night shift differential shall be effective no later than 30 days after ratification of this agreement.

Section 5- ROAD OPERATIONS

New Par. 1. All Road Operations Salaried/Supervisor Classifications working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate. This change in night shift differential shall be effective no later than 30 days after ratification of this agreement.

Section 8 – UNIFORMS

Par. 4. Rail Operators, Light Rail Supervisors, Bus Operators, Bus Supervisors, and ~~Light Rail Training Supervisors~~ will receive a work boot allowance of \$75.00 annually and additional work boot expenses may be reimbursed through use of the existing uniform allowance.

Section 9 – LIGHT RAIL

Par. 3

b. All transportation Operators who bid positions in Light Rail will be committed to the Light Rail Division for at least one (1) year full-time continued service, except for medical reasons. Operators who wish to return to the Bus Division may do so ~~on the effective date of their spring sign-up~~, provided that the employee gives written notice of his/her intention to do so eight (8) weeks prior to the ~~spring~~-sign-up and that they have completed one (1) year of required continuous service prior to the effective date of the ~~spring~~-sign-up.

Par. 10 Rail Allowances

~~a. The purpose of the rail operation allowance represents compensation for the inconvenience associated with the rail relief. These payments shall not be considered as pay for time worked for any purpose. This applies to the unique circumstances pertaining to the District’s rail system.~~

~~b. Rail Operation Allowance:~~

~~From: Elmonica: To:~~

~~Ruby:~~

~~N/A \$15.00 \$8.00 \$10.00 \$10.00~~

~~\$6.00~~

~~-Par 1:~~

~~a. b.~~

~~c.~~

~~d.~~

~~e.~~

~~f. g.~~

~~Beaverton Transit Center 11th Avenue Terminus Gateway Transit Center Rose Quarter Transit Center
Rose Quarter Interstate Cleveland Avenue~~

~~\$3.50~~

~~\$8.00 \$15.00 \$10.00 \$10.00~~

~~a. The District will continue the right to establish future operation allowances as needed, and will meet with the Union to negotiate any other appropriate allowance. Special circumstances may require the District to establish unique limits on any other appropriate allowance. These new limited situations may be established with a two-week notice. The District will negotiate the payment for such rail allowances with the Union.~~

The District shall pay rail operation road relief shall be as follows: the District will pay road relief based on the time estimated by TriMet, based on its trip planning estimate system, for the trip at 70% of the operator’s base rate. Road Relief shall not make an Operator eligible for overtime pay.

Section 10. Rail Allowances

New Par. 1. All Rail Operations Salaried/Supervisor Classifications working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate. This change in night shift differential shall be effective no later than 30 days after ratification of this agreement.

|

ARTICLE 3 – OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

Section 1 – GENERAL

Par. 2. Seniority by classifications as established herein shall prevail in the performance of the work done in Paragraph 1, qualifications considered. All Journeyworkers/Technicians hired from outside the District prior to the effective date of this Agreement shall establish classification seniority behind any apprentice in the apprentice program on the date they were hired. All Journeyworkers/Technicians hired after the effective date of this Agreement shall establish classification seniority behind any Trainee in a Training program on the date they were hired. In the event of a dispute regarding seniority, ATU shall make the final determination of seniority placement.

~~Par. 7. The Stenographer in the Maintenance Department shall be allowed to take vacation one (1) day at a time with the prior approval of the Department Director, and will be trained in word processing techniques pertaining to the employee's assigned job function.~~

~~Par. 10. Notwithstanding any other provision of this Agreement, the District shall have the right to hire up to five (5) journey workers annually from outside the District to fill positions in any apprenticeship discipline within the District.~~

~~Par. 11. Notwithstanding any other provision of this Agreement, all journey level workers shall be required to work for seven years in their discipline prior to moving to a different discipline unless there is a hardship established by the JATC.~~

Section 2 – HIRING (NOTE: subsequent sections to be renumbered)

Par. 1. When the District plans to hire for any ATU classification in the Maintenance Department a notice shall be posted on all department bulletin boards for not less than five (5) days before posting externally. If the District determines an internal candidate is equally qualified as an external candidate, the District shall hire the internal candidate.

Section ~~32~~ – WHITE POSTING/-FILLING OF POSITIONS

~~Par. 3. It is understood that when a new position is created requiring special skill and training, and no employee in the Division can qualify, the District shall have the right to employ such qualified people.~~

Par. 4. Employees filling the position of one receiving a higher rate of pay shall receive the higher rate providing they are capable of performing the work of the higher classification, and the change is made for a period of three (3) days or more. They shall then receive the higher rate when filling this position in the future. Seniority in classification shall not begin until the employee has bid for and qualified in a regularly posted position in that classification. ~~However, employees hired directly from the outside into an apprentice program may receive a seniority date in the Helper/Service Worker classification equal to their entrance into that apprentice program.~~

Par. 8. Assistant Supervisor

- a. This paragraph applies to the Bus, Light Rail, Maintenance of Way, and Facilities Departments.
- b. The Assistant Supervisor classification shall be limited to Maintenance activities for which a journey worker/Technician classification exists.
- c. All Assistant Supervisors will be promoted ~~come~~ from the journey worker/Technician ranks.
- d. The wage rate for the Assistant Supervisor shall be 115% of the journey worker/Technician rate supervised.
- e. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as determined by the District, within the Bus Maintenance, Rail Equipment Maintenance, Rail Maintenance of Way, or Facilities Maintenance departments, respectively.
- f. Assistant Supervisors shall perform journey-level work in addition to their Assistant Supervisor duties, except when acting Supervisor.
- g. An Assistant Supervisor's duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). When ever the maintenance supervisor is absent for 8 hours or more, and the assistant supervisor ~~shall is filling~~ in as acting supervisor ~~and they~~ shall be paid an additional hourly premium of \$1.25. No senior mechanic will be utilized ~~under these conditions~~ when an Assistant Supervisor is available to perform the work. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, and the most senior mechanic ~~will is filling~~ in as acting supervisor, ~~they will be and be~~ paid at the assistant supervisor rate they are replacing plus an additional hourly premium of \$1.25. Assistant supervisors shall not be paid supervisor rate on a Supervisor's regular days off (e.g., Saturdays, Sundays and holidays).
- h. An assistant supervisor may bid out of an assistant supervisor classification for two (2) consecutive bids without affecting seniority. If the assistant supervisor stays out a third consecutive sign-up, they shall have their assistant supervisor seniority frozen as of the beginning of that third sign-up. The assistant supervisor will again begin accruing assistant supervisor seniority when they bid back into the position. When the assistant supervisor bids back, they must remain for two consecutive bids or their seniority will freeze.

Par. 9. Service Worker

- a. This paragraph applies to the Bus, Light Rail, and Facilities Maintenance Departments. A new classification of Bus and Rail Maintenance Service Worker combining the helper/cleaner classifications was created effective 7/1/04. Existing helpers and cleaners were grandfathered, retaining all seniority and existing wage rates. If a helper and/or cleaner bids a service worker job, s/he will be paid at their helper/cleaner rate. Service worker jobs will be posted after all helper and cleaner jobs have been bid. The hourly wage rate for the service worker classification shall be the same as the cleaner rate (for individuals hired after 4/01/89 with progression).
- b. All Helpers/Service Workers shall sign jobs for one year. All Helpers/Service Workers can bid and obtain only one white posting during a sign-up.

c. In the event the District utilizes multiple service workers classifications, Helpers/Service Workers shall maintain seniority in any service worker classification, so if a Helper/Service Worker works in one classification and then works in a different Service Worker classification for any reason, they shall maintain their Service Worker seniority.

d. In the event the District utilizes multiple Service Workers classifications, any employee currently in the Helper/Service Worker has the right to select their Service Worker Classification. Any employee who has the right to return to a Helper/Service Worker classification (fall back rights) has the right to select the Service Worker classification to which they return.

e. If the District determines an internal candidate for any Service Worker classification is equally qualified as an external candidate, the District shall hire the internal candidate. Credit shall be given to employees who have worked in a Helper/Service Worker classification for prior experience equivalent to the time worked in that position for any Service Worker classification.

Section 5 – ALLOWANCES

Par. 5. Any Journey Level Mechanic who is assigned to train ~~Apprentice Mechanics~~any employees or vendors will receive an additional ~~twenty five cents (\$0.25)~~\$27.50-00 per hour over base rate of pay for each ~~Apprentice assigned~~. This provision shall not apply to Assistant Supervisors.

Section 7 – MECHANIC TRAINING PROGRAM

Par. 1. There shall be a Bus Mechanic Training Program. The purpose of this program is to offer qualified trainees an opportunity to advance in the field of bus maintenance to a high level of proficiency.

Par. 2. This program is an on-the-job program. Routine assignments as well as training instruction will be delegated to trainees in this program.

Par. 3. Work assignments, shift hours, and area of instruction will be decided by the Training Manager.

Par. 4. All Trainee programs shall meet the minimum standards for a nationally or state certified competency-based, time based hybrid model for the specific program. All Trainee programs shall provide minimum in-class hours for competency-based model for the specific program, for which TriMet shall ensure Trainees receive course credit through a local college for the classroom hours. Trainees shall receive a certificate of completion.

~~Par. 4. Applications will be accepted from employees of the District. A qualification test to determine mechanical aptitude will be given and appointments will be made based on seniority from those applicants receiving a passing test score. All Helpers on the payroll as of April 1, 1979, shall have a right to enter this training program with no reduction in wages, based on seniority and a passing test score before other applicants are appointed. Should no one apply, or should all applicants fail to receive a passing test score, the District shall have the right to recruit applicants from outside the employee group.~~

~~Par. 5. Trainees in the training program shall, except as otherwise provided in this section, operate in accordance to the rules and procedures previously entered into between the parties~~

~~Par. 6. Trainees will receive the Helper's rate for the first two(2) years in the training program, the Maintenance Mechanic's rate for the third year of training, and shall be advanced to the Journey Level Mechanic's rate upon the successful completion of the third year.~~

~~Par. 7. A log or diary will be kept to record the assignments and duties performed by the trainees, including comments and observations of Supervisors and instructing Mechanics. The Director of Maintenance, or his/her designee will evaluate trainees at the end of ninety (90) days. Unsatisfactory progress will necessitate dismissal from the training program. Helpers unsuccessful in the training program will be returned to their former assignment with no loss of seniority or rights in the former classification. Evaluation of the trainees resulting in continuation in, or dismissal from, the program will take place every ninety (90) days until training has been completed. All trainees retain their rights to the grievance procedure.~~

Par. 5. No employee shall take a reduction in pay as the result of moving into a Trainee position.

Par. 85. A joint committee composed of three (3) representatives each, for both the District and the Union shall be established in conjunction with this training program.

Par. 96. Nothing in this Agreement bars the District from promoting a Mechanic Trainee to a Journey Level Mechanic when qualified.

Par. 107. ~~Apprentice~~Apprentice/Trainee Mechanics may be promoted to a Journey Level Mechanic when qualified. If so promoted, the individual will be paid at the top rate at time of promotion.

Par. 118. Any District employee who has successfully met all the prerequisites established by the District and is selected to enter a District apprenticeship program, shall, ~~as a condition of entering an apprenticeship program, be provided an opportunity to attend an apprenticeship program orientation of that program prior to accepting the promotion.~~ The orientation will include a meeting with a ~~supervisor~~trainer to cover job requirements and expectations, working conditions, and an interview with a journey level worker. ~~Any employee after entering a program and who leaves that program for any reason prior to attaining journey level status, shall forfeit their right to enter another program for one year or the length of time served in that program, whichever is lesser.~~

Section 8 – Tire Service

Add NEW Par. 6. The Maintenance Department may appoint Tire Shop Training Assistants in accordance with Article 3, Section 19, from employees holding seniority in these classifications.

Par. 7. Tire Shop Training Assistants will receive a \$1.75/hour premium while performing Training Assistant duties.

Section 9 – MAINTENANCE DEPARTMENT ASSISTANCE FUND

Par. 1. The District will make all reasonable efforts to keep maintenance work in-house, and will not contract out repetitive work, such as interior bus cleaning, body shop, preventative maintenance, or inspections, absent a mutual agreement. A Maintenance Department

Assistance Fund (MAF) will be established each year from July 1 to June 30 in the amount of five percent (5%) of the District's total maintenance direct labor costs budgeted for that year. The purpose of the fund is to pay for the labor costs of work performed by independent contractors. Prior to any RFPs being sent out for maintenance work, the District shall meet with the local executive board officer. The local executive board officer shall have the right to review any RFPs for contracting out, on request. The District shall provide the Union with itemized quarterly reports of the Maintenance Department Assistance Fund. Any dispute shall be subject to the grievance procedure. No portion of the fund shall be carried over to the next year. Under no circumstances shall the total amount exceed the original allotment. If a cost overrun occurs, the amount of the overrun shall be doubled and deducted from the following year's fund and no further contracting shall take place for the balance of the year, which was overspent.

Par. 3 Warranty Work – Bus

Warranty work will be done by District employees when qualified, and District mechanical employees will participate in all types of warranty work where such participation will aid in the training of District employees, ensures that employees learn the skill to avoid future work being contracted out, and is not merely repetitive in nature, and

a. Prior to commencing third party or vendor warranty work, including extended warranty work or retrofits that may include warranty work; the District will meet with the Union to explain the nature of the work and the warranty provisions covering the repairs. Documentation from this meeting in a manner and format acceptable to each party will be deemed to be a satisfactory record of the activity.

b. The District will ~~assign and rotate mechanics to~~ provide time for mechanics to work with the vendor on warranty work that will provide District mechanics a direct training benefit. Accordingly, the location maintenance manager and the Union executive board member will meet to agree on a plan and set forth a workforce assignment and rotation schedule that provides the optimal training benefit and ensures that employees learn the skills involved in the mechanic work under warranty. ~~For example, HVAC mechanics would be assigned and rotated to work with HVAC vendors performing warranty repairs.~~

c. For declared campaigns, vendor "policy" campaigns, and declared fleet defects where a significant portion of a fleet is affected (20% for Bus and 10% for Rail), ~~the District will assign and rotate no less than one mechanic from each shift to work with the vendor.~~ The location maintenance manager and the Union will jointly, in good faith and with all reasonable intent, determine whether the warranty work to be performed is repetitious with little or no continuing learning value. If so determined, in writing, the continued assignment of one mechanic per shift may terminate after the initial start of the work, but not before at least one mechanic per shift has been adequately trained. The District may thereafter allow the vendor to complete the campaign work on its own. In the event the location maintenance manager and the Union executive board member cannot agree on whether a specific warranty activity is "repetitious with little or no continuing learning value," the matter will be heard by the Contracting Out Committee, whose decision shall be final.

Section 11 – LRT MAINTENANCE VEHICLE MECHANICS' TRAINING

Par. 1. There shall be a Light Rail Technician Training Program. The purpose of the program is to offer qualified trainees an opportunity to advance in the field of light rail maintenance to a high level of proficiency. All light rail employees shall receive their regular rate of pay while training.

Par. 2. The LRT Mechanic ~~Apprentice Training~~ Program shall be governed by the same provisions contained in Section 7 and 21 of this Article with the following exceptions:

a. Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.

~~b. A qualification test to determine mechanical, electrical and electronic aptitude will be given.~~

~~b.c.~~ The LRT Mechanic ~~Apprentice~~ Trainee may be promoted to Journey Level Mechanic when qualified, and if so promoted will be paid at top rate at time of promotion.

Par. 3. A joint committee composed of three (3) representatives each, for both the District and the Union, shall be established in conjunction with this apprentice program.

Section 14 – CONTRACTING OUT

Par. 2. Warranty Work – Rail Equipment Maintenance

Warranty work will be done by District employees when qualified, and District mechanical employees will participate in all types of warranty work where such participation will aid in the training of District employees, ensures that employees learn the skill to avoid future work being contracted out, and is not merely repetitive in nature, and

a. Prior to commencing third party or vendor warranty work, including extended warranty work or retrofits that may include warranty work; the District will meet with the Union to explain the nature of the work and the warranty provisions covering the repairs. Documentation from this meeting in a manner and format acceptable to each party will be deemed to be a satisfactory record of the activity.

b. The District will ~~assign and rotate~~ provide time for mechanics to work with the vendor on warranty work that will provide District mechanics a direct training benefit. Accordingly, the location maintenance manager and the Union executive board member will meet to agree on ~~and set forth a workforce assignment and rotation schedule~~ a plan that provides the optimal training benefit and ensures that employees learn the skills involved in the mechanic work under warranty. ~~For example, HVAC mechanics would be assigned and rotated to work with HVAC vendors performing warranty repairs.~~

c. For declared campaigns, vendor “policy” campaigns, and declared fleet defects where a significant portion of a fleet is affected (20% for Bus and 10% for Rail), ~~the District will assign and rotate no less than one mechanic from each shift to work with the vendor. T~~he location maintenance manager and the Union will jointly, in good faith and with all reasonable intent, determine whether the warranty work to be performed is repetitious with little or no continuing learning value. If so determined, in writing, the continued assignment of one mechanic per shift may terminate after the initial start of the work, but not before at least one mechanic per shift has been adequately trained. The District may thereafter allow the vendor to complete the campaign work on its own. In the event the location maintenance manager and the Union executive board member cannot agree on whether a specific warranty activity is “repetitious with little or no continuing learning value,” the matter will be heard by the Contracting Out Committee, whose decision shall be final.

Section 15 – LRT APPRENTICESHIP-TRAINING PROGRAMS

Par. 1. ~~There shall be a Light Rail Maintenance Department Training Program. The purpose of the program is to offer qualified trainees an opportunity to advance in the field of light rail maintenance to a high level of proficiency.~~ Light Rail Maintenance Department shall have Training Programs in six (6) Journey Level Classifications:

Overhead Traction Electrification Maintainer

Traction Substation Technician

Signal Maintainer

Track Maintainer

Rail Vehicle Mechanic

Field Equipment Technician

Par. 12. Each Journey Level Mechanic shall hold seniority only with his/her specific classification. The District may administer cross training to light rail Maintenance of Way (MOW) employees for purposes of teamwork, optimum productivity, and mutual assistance among MOW disciplines, as well as to enhance safety.

Par. 32. The District shall establish MOW ~~Apprenticeship Training~~ Programs in the classifications of:

Signal Maintainer

Overhead Traction Electrification Maintainer

Traction Substation Technician

Field Equipment Technician

Par. 43. The parties acknowledge the joint ~~apprenticeship and training committee_s (or trade committees)~~ as the exclusive source for ~~apprenticeship and training standards, as approved by the State of Oregon Apprenticeship and Training Council.~~

Par. 54. The District shall fill light rail apprenticeship openings ~~in order of seniority of applicants passing aptitude tests offered to District employees in the following priority order:~~

~~a. Journey Level maintenance employees who have seven (7) or more years of Journey Level status.~~

~~b. Other non Journey Level maintenance employees who are not currently enrolled in a District apprenticeship program.~~

~~c. All other District employees.~~

~~d. If an apprentice opening remains open after offering aptitude tests to internal applicants, as outlined above, the District may offer such openings to outside applicants.~~ consistent with Article 21 of this Section.

Par. 6. District employees entering the light rail MOW Apprenticeship Program shall be paid according to the LRV ~~Apprentice-Trainee~~ Mechanic schedule.

Par. 7. In the event that the ~~selection of the hiring of a most senior~~ Journey Level mechanic (bus or rail) applicant for a light rail MOW ~~apprenticeship training~~ vacancy would result in a severe hardship on the District relating to the performance of a Journey Level's regular work (i.e., the resulting Journey Level mechanic vacancy would result in the need to cut jobs or to contract out work under the terms of the Maintenance Assistance Fund), the District may pass over that mechanic and select the next qualified applicant. In such cases, the mechanic who has been passed over will be given the opportunity to ~~fill~~ be hired into the next light rail MOW

~~Apprenticeship Training Program~~ vacancy. Upon successful completion of the ~~Apprenticeship Training Program~~, the passed-over mechanic shall be afforded the seniority s/he otherwise would have had if selected for the initial opening.

a. "Passed Up Mechanics":

1. Journey-level mechanics from all disciplines, ~~after meeting the seven (7) year requirement and other pre-qualifications, would go into~~ be eligible for a Training Program apprenticeship at the top apprentice-Trainee rate (equal to the top helper rate) under conditions in Article 3, Section 7, ~~Paragraph 6,~~ and as outlined in the Apprentice Mechanics pay schedule of this Agreement.
2. Helpers from Bus and Rail would enter ~~apprenticeships-training programs~~ based upon Article 3, Section 7, ~~Paragraph 6~~ and the existing pay schedule for Apprentice Mechanics of this Agreement.
3. The District may use the MOW hold back language for journey-level ~~movement applications into any~~ apprentice-training program.

Where applicable, the above provision also applies to Bus Maintenance.

Par. 8. Nothing in this Agreement bars the District from promoting ~~an apprentice~~ Trainee to a Journey Level/Technician ~~in less than four (4) years on qualification;~~ however, promotion to Journey Level/Technician status from an apprentice-training program ~~in four (4) years by qualification~~ shall be based on District seniority in accordance with the collective bargaining agreement.

~~Upon six (6) months' accrual in an apprenticeship program, an employee shall forfeit seniority held in the employee's previous classification. Prior to such six (6) months' accrual, however, an employee may elect to return to his/her previous classification, whereupon the employee's seniority held upon return shall be the same as if he/she has remained in the previous classification; this provision may also be effective following six (6) months' accrual for a particular employee by mutual agreement between the District and the Union.~~

Par. 9. In lieu of a ~~certified apprenticeship~~ Training program for Track Maintainer, the following provisions shall govern the filling of Track Maintainer openings.

- a. ~~Create a classification of Laborer/Track Trainee: Laborer/Track Trainees will be filled from the Laborers classification consistent with Article 3, Section 21. By seniority, Laborers will be offered the Track Trainee positions. The Track Trainees will be given formal training as well as On The Job training (OJT) in Track Maintenance. When not performing Track OJT they will perform their regular Laborer job duties.~~
- b. Those holding the Laborer/Track Trainee positions will be eligible for overtime call-outs, to assist when track work is being performed during off-hours. These call-outs would come after the regular Track Maintainers had been called but before other journeymen were called.
- c. Laborer/Track Trainees shall remain in those positions until such time as the District offers an opening for Track Maintainer. When such an opening occurs it shall be offered by seniority to qualified Laborer/Track Trainees. Those that decline to fill the offered positions will either fill a Laborer's position, if an open position exists, or if no positions exist, will return to the previous classification held prior to Laborer with loss of all seniority as Laborer and/or Laborer/Track Trainee. Once a person declines a Track Maintainers position they will not be eligible for another opportunity for a period of five (5) years.

~~d. A maximum of four (4) Laborer/Track Trainee positions may be created. Additional positions, if needed, may be created with District/Union agreement.~~

~~de. The State of Oregon Apprenticeship Council shall not govern the Laborer/Track Trainee program, but the Light Rail Apprenticeship Joint Committee shall oversee-participate in and provide oversight to the training, testing and qualifying of those persons holding these positions.~~

~~f. Openings for Laborer/Track Trainees shall be filled accordance with Article 3, Section 15, Paragraph 5.~~

Par. 11. Apprentice Programs

Any District employee who has successfully met all the prerequisites established by the District and is selected to enter a District ~~apprenticeship~~ a training program pursuant to Article 3, Section 21, shall, ~~as a condition of entering an apprenticeship program, be provided an opportunity to attend an apprenticeship program~~ an orientation of that program prior to accepting the promotion. The orientation will include a meeting with a ~~supervisor~~ trainer to cover job requirements and expectations, working conditions, and an interview with a journey level worker. ~~Any employee after entering a program and who leaves that program for any reason prior to attaining journey level status, shall forfeit their right to enter another program for one year or the length of time served in that program, whichever is lesser.~~

Section 16 – ASSISTANT SUPERVISOR – RAIL

Par. 1. The Assistant Supervisor classification shall be limited to Rail Maintenance Department activities for which a journey worker/Technician classification exists.

- a. All Assistant Supervisors will ~~come be promoted~~ be promoted from the journey worker/Technician ranks.
- b. The wage rate for the Assistant Supervisor shall be effective December 1, 1994, and shall be 115% of the highest Journey worker/Technician rate supervised.
- c. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as determined by the District, within the Rail Maintenance Department sections.
- d. Assistant Supervisors shall perform journey-level work in addition to their Assistant Supervisor duties, except when acting supervisor.
- e. An assistant supervisor's duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). When ever the maintenance supervisor is absent for 8 hours or more, ~~and~~ and the assistant supervisor ~~shall is filling~~ is filling in as acting supervisor ~~and they~~ and they shall be paid an additional hourly premium of \$1.25. No senior mechanic will be utilized ~~under these conditions~~ when an Assistant Supervisor is available to perform the work. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, ~~and~~ and the most senior mechanic ~~will is filling~~ is filling in as acting supervisor ~~and be they will be~~ and they will be paid at the assistant supervisor rate they are replacing plus an additional hourly premium of \$1.25. This is to apply to all maintenance departments at the District where there are supervisors. Assistant supervisors shall not be paid supervisor rate on a supervisor's regular days off (e.g., Saturdays, Sundays and holidays).

Section 17 – BUS MAINTENANCE OVERTIME

Par. 1

~~d. A supervisor may not authorize overtime for employees on other shifts unless specifically acting on behalf of another supervisor.~~

Section 18 – OTHER PROVISIONS

Par.4. Timekeeper/MMIS Clerk

Separate seniority classifications will be created for MMIS Clerk and Timekeeper. All current employees holding seniority in these classifications will be grandfathered onto this list. All MMIS Clerks and Timekeepers shall sign jobs for one year.

a. The District shall establish Timekeeper pre-qualifications will remain the same (50 wpm to bid, progress to 60 wpm in a but employees shall have a reasonable time (as determined by the District and Union) to meet qualifications.

Add NEW Par. 7. The Maintenance Department may appoint Timekeeper and/or MMIS Clerk Training Assistants in accordance with Article 3, Section 19, from employees holding seniority in these classifications.

Par. 8. Timekeeper/MMIS Clerk Training Assistants will receive a \$1.75/hour premium while performing Training Assistant duties.

Section 19 – TRAINING ASSISTANTS

The ~~Bus~~-Maintenance Department may appoint journey level ~~Bus~~-Mechanics as Training Assistants on a temporary basis to develop and present ~~Body Shop~~ training materials and instruction. The Maintenance Department may appoint Timekeeper/MMIS Clerk, Tire Shop, and Storeroom Training Assistants from employees holding seniority in these classifications. Training position opportunities will be posted, and a selection process will be used to select employees for these temporary positions. Appointment to the position of Training Assistant will be for a 12- month period.

a. Training Assistants will receive a ~~\$75.00~~\$1.75/hour premium while performing Training Assistant duties, except that a Training Assistant who is also an Assistant Supervisor will receive a \$1/hour premium while performing Training Assistant duties. Non-Journey Level Training Assistants will receive a \$1.75/hr premium while performing Training Assistant duties. Duties shall include developing and presenting classes on their area of technical expertise for apprentices and/or other journey level mechanics.

b. Training Assistant duty assignments from within a classification will be made on the basis of seniority. Except in emergencies, at least one week's notice will be given for an upcoming training assignment, including work hours and locations that may be different than the employee's regular work, depending on the needs of the training program.

Section 21 - HIRING ~~APPRENTICES-TRAINEES FROM OUTSIDE~~

Par. 1. This Section applies to all District ~~apprenticeship training~~ programs.

Par. 2. Any employee hired by the District between January 1, 2014 and October 9, 2020 as a Serviceworker/Helper and have not had an opportunity to enter an apprentice program, shall retain the right to be promoted into a Training program, which shall be offered on a seniority basis. Such employees who have already taken and passed the Bennett Test shall qualify for that promotional opportunity. Employees in this classification who have not yet been provided

a qualifying test by the District, shall be provided at least two opportunities to pass a qualifying test established by the District, which shall determine their eligibility. Any employee eligible to be promoted into a Training Program under this provision who leaves the Training program for any reason, except a qualifying medical reason (including but not limited to leaves pursuant to OFLA, FMLA, or the ADA) or due to a military leave, may return to their Serviceworker/Helper classification and will receive a seniority date equal to the date of their return to the classification. For employees who leave a Training program for a qualifying medical reason or due to military leave, receive a seniority date in the equal to their first hire date at TriMet.

Par. 3. Notwithstanding any other provision of this Agreement, tAfter an opportunity for promotion has been provided to current employees in the District shall have the right to hire from the outside up to ½ of all apprentices-Trainees annually in each apprentice-Training program within the District. All newly hired apprentices-Trainees, whether from within or outside the bargaining unit, shall meet the minimum qualifications established by the District. If the District determines an internal candidate is equally qualified as an external candidate, the District shall hire the internal candidate for a Trainee position. If an internal candidate is hired into a Training position but leaves for any reason, except a qualifying medical reason (including but not limited to leaves pursuant to OFLA, FMLA, or the ADA) or due to a military leave, they may return to most recent classification worked and will receive a seniority date equal to their previous classification seniority, less time spent in the training program.

Par. 4.3. As provided under standards of the State of Oregon Apprenticeship and Training Council, tThe Joint Apprentice-Training Committee (JATC) for the respective apprenticeship training program will evaluate placement of an apprentice-trainee hired from the outside into the appropriate progression step of the program, and the District will pay such apprentice trainee at the wage pertaining to that step.

Par. 4. Any apprentice hired from the outside will establish classification seniority behind any apprentices currently in the respective apprenticeship program as of the date such apprentice is hired.

Section 22 – MOW Maintenance Overtime

MOW Maintenance Classifications shall follow the provisions of Article 3, Section 17, Bus Overtime and the practices of bus maintenance overtime, except that callout does not require a 10 minute wait for an employee call back. For callout, if an employee declines or does not immediately answer, a message will be left, but the next person down the list may be called immediately and the offer will be made in order of seniority until the assignment can be made. If a prior call is returned before anyone has accepted, the prior caller may accept the assignment.

ARTICLE 4

Section 4. JANITORS

~~Par. 1.~~ The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

~~Par. 2.~~ All extra Janitors shall have an extra list to sign on when qualified for such job and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.

~~Par. 13.~~ The District retains the options to assign janitorial work to non-bargaining unit personnel. Present Janitors and Extra Janitors as of the date of ratification shall be allowed to retain their present positions for the life of this agreement. This provision shall not apply to Maintenance Janitors.

Section 5 – APPRENTICE TRAINING PROGRAMS

Par. 1. There shall be a Facilities Training Program. The purpose of this program is to offer qualified trainees an opportunity to advance in the field of facilities maintenance to a high level of proficiency. After the current apprentices graduate from the program, the Facilities Training Program shall not include LME Licensure. The Facilities Training program shall be governed by the same provisions contained in Article 3, Section 7 and Section 21 of this Article unless stated otherwise in the collective bargaining agreement.

Par. 2. Any District employee who has successfully met all the prerequisites established by the District and is selected to enter a District apprenticeship training program pursuant to Article 21, Par. 2, shall, as a condition of entering be provided an opportunity to ~~an apprenticeship program,~~ attend an apprenticeship program orientation of that program prior to accepting the promotion. The orientation will include a meeting with a supervisor trainer to cover job requirements and expectations, working conditions, and an interview with a journey level worker. Any employee after entering a program and who leaves that program for any reason prior to attaining journey level status, shall forfeit their right to enter another program for one year or the length of time served in that program, whichever is lesser.

Section 6 – Overtime

Facilities Maintenance shall follow the provisions of Article 3, Section 17, Bus Overtime and the practices of bus maintenance overtime, except that callout requires only that a supervisor contact an employee by telephone and if the employee does not respond or call back with five (5) minutes, the employee forfeits the opportunity for overtime. If there is no answer or no answering machine to leave a message, the supervisor shall move to the next name on the list.

ARTICLE 6 – CUSTOMER INFORMATION SERVICES PUBLIC AFFAIRS AND CUSTOMER SERVICE

~~Section 1 – CUSTOMER SERVICE DEPARTMENT STAFFING~~

~~Par. 1. Trip Planners~~

~~The principal functions of the Trip Planner position will include telephone trip planning assistance and other telephone customer services.~~

~~Par. 2 Customer Service Specialists~~

~~Par. 1~~

~~a. Lead Customer Service Specialists will be appointed by the Supervisor as required. The Lead Customer Service Specialists shall receive fifty cents (\$.50) per hour over the employee's regular rate for each shift so worked.~~

~~b. Employees called and reporting for special work and who work less than two (2) hours shall nevertheless receive two (2) hours pay.~~

~~c. All Customer Service Specialists-employees shall receive a thirty (30) minute paid lunch period within their shift.~~

~~D. Unless otherwise noted, employees working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate.~~

~~E. The District may schedule four (4) 10-hour work day workweeks. Ten hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one half will be paid for hours worked in excess of 10 hours on any one shift.~~

~~Par. 3. Customer Service Representatives~~

~~a. The principle functions of the Customer Service Representatives will be to provide intake processing of customer comments, commendations and complaints pursuant to administrative processes described in the District's Customer Service Policy.~~

~~b. Employees called and reporting for special work and who work less than two (2) hours shall nevertheless receive two (2) hours pay.~~

~~c. All Customer Service Representatives shall receive a thirty minute paid lunch period within their shift.~~

~~Par. 2 Appointments~~

~~a. Department Leads will be appointed by the Supervisor as required. The Leads shall receive fifty cents (\$.50) per hour over the employee's regular rate for each shift so worked.~~

~~b. d. Customer Service Representatives will be filled by appointment, not by seniority bid.~~

~~Par. 4. Pioneer Courthouse Square Assistant Supervisor~~

~~The principle functions of this position will be to perform Special Needs Information Coordinator duties. The position will be filled by appointment not by seniority bid.~~

~~Par. 35. Employees in Training~~

~~All customer services specialist-employees shall receive fifty cents (\$.50) per hour for training of students with the exception of the Department Lead Operator when on duty.~~

~~Par. 46. Overtime~~

~~a. All working time above eight (8) hours in any twenty-four (24) hour period shall be paid for at the rate of time and one-half.~~

~~b. All employees shall, insofar as conditions permit, be entitled to two (2) days off in seven; it is understood, however, that under emergency conditions extra employees may be called for work on their assigned days off.~~

~~Par. 57. Off Duty~~

a. The District shall place in the Customer Services Office and the Customer Assistance Office separate off-duty books in which employees can register in ink or indelible pencil for the particular day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon; the name at the top of the list to be the first one off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one (1) day previous to the date the employee wishes to be off duty, with the understanding that the privilege is not to be abused by anyone. No employee will be permitted to register his/her name in said book more than one (1) month in advance.

b. The first employees off on any day shall be those who have that particular day as a regular day off. On all other days, after this class of employees has been exhausted, others may be let off according to their position in the book.

c. To determine which Customer Service Specialists, those on leave of absence excepted, will be off duty on holidays, the following procedure will apply:

1. Customer Service Specialists who have volunteered to work on the holiday will be assigned work in the order in which they signed. If there are insufficient volunteers, Customer Service Specialists will be selected in order from the bottom of the seniority list. Employees whose regular day off is the day of the holiday will be bypassed in selection.

d. Once Employees have used 40 hours of paid sick leave in any 12-month calendar period beginning January 1 and thereafter mark off sick one (1) or two (2) days before the seven (7) national holidays, they must produce a doctor's certificate showing that sickness was real at the time of the sickness.

~~e. Employees taking off sick shall be required to report back not later than 10:00 a.m. the day before returning to work.~~ All employees on extended sick leave shall report to the supervisor at least once every thirty (30) days and be under the care of a registered physician at all times.

f. No employee shall be permitted to work for another employee by individual bargaining on holidays.

g. Employees will not be required to report for work after having worked twelve (12) or more hours until and unless they shall have had eight (8) hours off duty up to next reporting time.

Par. ~~68~~. Sign-Ups

A new sign-up shall take place: 1) in case of a major schedule change, or 2) at the request of a majority of the employees in the Department. New shifts shall be posted five (5) working days before the sign-up day.

Par. ~~79~~. Vacation

Vacation may be taken one (1) day at a time, to a maximum of two (2) employees per day, with the prior approval of the Department Manager and his/her designee.

Par. ~~810~~. Aprons/Coveralls/Uniforms

~~a. The District will provide aprons or coveralls for employees when working with schedules.~~

~~a~~b. Employees in the Customer Assistance Office and Information Development Specialists, as well as any employee provided an initial uniform issue, will be eligible for a uniform allowance provided other uniformed employees.

b. For employees in Information Development who do not wear a uniform, the District will provide a winter coat once every three years.

Par. ~~911~~. Training

The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 10. Field Outreach and Community Relations Representative

- a. Employees working between the hours of 12:00 AM and 6:00 AM shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate.
- b. Sign-up will take place twice a year.
- c. Management will prepare a schedule for hours of daily work, which will be available at least two weeks in advance.
- G. _____

~~Section 2—TRANSIT ADVERTISING~~

~~Par. 1. In the event the District contracts for or leases the right to or otherwise agrees with a third party for the installation, servicing, or removal of transit advertising on buses of the District, such third party must recognize the Union as the representative of any of its employees who install, service, or remove such advertising from District buses.~~

ARTICLE 9 – PAY SCHEDULES AND CLASSIFICATION

Section 1 – WAGE RATE ADJUSTMENT

Par. 1 For the term of this agreement, wages for all classifications, except Student Operators, covered by this Agreement will be increased 3.05% on December 1, ~~2016~~2020; ~~3.25~~3.5% on December 1, ~~2017~~2021; and ~~3.25~~3.5% on December 1, ~~2018~~2022.

Yearly increases to be applied on base year salary. Longevity premiums for all employees (except maintenance journey workers, senior parts-persons, and streetcar superintendents) shall be \$0.30 per hour after 15 years of service; an additional \$0.35 per hour after 20 years of service; an additional \$0.65 per hour after 25 years of service; and additional \$0.50 per hour after 30 years of service; and an additional \$0.50 per hour after 35 years of service.

MAINTENANCE DIVISION

(Proposal describes selective pay increases rather than modifying contract language)

931 (Journeyworker Mechanic), 551 (Journeyworker LRV Mechanic), 541 (Journeyworker Signals Maintainer), 540 (Journeyworker Track Maintainer), 888 (Commuter Rail Maintenance), 557/ 968 (Plant Maintenance Mechanic), 441 (Streetcar Journeyworker) – increase complete pay scale consistent with Journeyworker Field Technician, pay code 591, top rate to \$36.60.

FINANCE DIVISION

(Proposal describes selective pay increases rather than modifying contract language)

330, Money Room Supervisor pay shall be \$41.29, plus the agreed on wage rate adjustment (.74 increase)

336, Timekeeper shall be \$41.29, plus the agreed on wage rate adjustment (.74 increase)

New bargaining unit members: Operations Coordinator (pay code 0720), pay: \$39.33

ARTICLE 10 - PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

Section 1 - PENSION

Par. 9.

A. Active employees who are hired by the District on or after August 1, 2012, shall be eligible for and become a participant in a Defined Contribution Plan, which shall have the same elements as that currently offered to all District non-union employees.

B. The District shall make a monthly contribution on behalf of each employee equal to 8% of the employee's base pay.

A.C. Within sixty (60) days after beginning an Eligible Employee shall make an election to contribute a percentage of his/her compensation to this Plan.

Par. 11. Early Retirement

Employees otherwise qualified for retirement pay as provided herein, may elect to retire early at age 55 or older, or at any age once they have been an employee of the District for at least thirty (30) years, by taking a reduced pension in accordance with an actuarial reduction as determined by the Trustees in accordance with accepted actuarial principles.