

TriMet  
Final Offer

ME-015-20

October 19, 2020

Any contract language currently in the WWA, which is not changed or removed during bargaining shall continue in the subsequent agreement.

Only the general wage proposal is retroactive, all other changes are intended to be implemented prospectively.

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TriMet's  
Final Proposal October 19, 2020

**Article 1: GENERAL PROVISIONS**

**Section 1 – TERM OF AGREEMENT**

**Par. 1. Effective Date**

This Agreement shall remain in effect from December 1, ~~2016~~2019, through November 30, ~~2019~~2021, 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.

**Par. 4. Labor/Management Meetings, Side Letters, Supplemental Agreements, and Memorandum of Understanding Agreements.**

- a. During the term of the labor agreement, either the Union or the District may call for labor/management meetings, as needed, for the purpose of discussing the relationship of the parties, improving communication, and addressing problems of mutual interest.
- b. The Union President or designee and the District's Executive Director of Labor Relations & Human Resources or the Director of Labor Relations & Human Resources<sup>1</sup> shall be the exclusive signatories to side letters, supplemental agreements, and memorandum of understanding agreements between the parties.

**Section 2 – UNION**

**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 employees name and date of hire
  - ii. Work telephone number, if any
  - iii. All personal telephone number(s) on record
  - iv. Work electronic mail address
  - v. Personal electronic mail address (currently not collected)
  - vi. The employee's personal mailing address
  - vii. Job title, salary and work site location
- b. TriMet shall provide the same information for all bargaining unit employees every 30 days.
- c. The information above will be provided by electronic mail in an editable digital format.
- d. ATU designated representatives shall have the right to meet with new employees for one hour within 30 days of an employee's date of hire, without any loss of pay for the employee.

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<sup>1</sup> MOA A.41

For Operators, TriMet coordinate with ATU to schedule ATU into the training calendar to provide ATU with the last hour of one day during operator training. For other employees who have group training or orientation, TriMet will coordinate with ATU to schedule an hour at the end of a day for ATU to meet with the new employees. For employees who do not have or do not participate in a group training/orientation, the ATU may arrange with the employee's supervisor to meet with them individually or in groups for an hour. New employees can participate for an hour without loss of compensation or leave benefits.

- e. 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 Deductions**

- a. Each month ATU will provide the following information
  - i. All changes to the bargaining unit members' dues or deductions.
  - ii. The bargaining unit members who have provided authorization to ATU for TriMet to make deductions from their pay checks for that month. The list will highlight employees who are on the list for the first time and any change in the amount of any employee's deduction.
  - iii. The bargaining unit members who have authorized an initiation fee.
  - iv. The bargaining unit members who have revoked the authorization of the dues deduction.
  - v. Bargaining unit members who should no longer have any deductions.
- b. TriMet will make deductions from the second paycheck of the month based on the information that TriMet has from ATU at 8:00AM the Wednesday following the end of the payroll period for the second check of the month.
- c. TriMet will provide ATU an annual calendar showing the Wednesday's each month for the calendar year. If ATU doesn't provide a new list by the deadline, TriMet will use the last list it has received. TriMet will remit the funds deducted to ATU within 15 days of the payday when the deductions were made.
- d. Each month TriMet will provide the following lists to ATU for all bargaining unit employees:
  - 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

- e. In the event an employee makes a claim that a deduction made pursuant to the lists provided by ATU was not authorized, the ATU shall indemnify, defend, and hold TriMet harmless for any claim, judgment, fee or cost, including prevailing party attorney fees for any unauthorized deduction resulting from TriMet's reliance on the lists in subsection (b)
- f. This provision 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. Reasonable time granted to designated representatives to engage in certain activities during work hours.**

The parties will abide by ORS 243.798 and any dispute regarding the law is to be resolved solely by the ERB under ORS 243.672 and the procedures therein.

All persons covered by this Agreement shall maintain membership in good standing in the Union, except as provided in subparagraphs (c) and (d), below.

- ~~b. All persons hereafter employed by the District to perform the duties of employees covered by this Agreement shall be furnished with an application for membership in the Union at the time of such employment, and shall be advised of the requirement that they shall become members of the Union within thirty one (31) days after the date of this Agreement or thirty one (31) days from the beginning of employment with the District, whichever is later.~~
- ~~c. Employees of the bargaining unit who choose nonmember status shall have deducted from their compensation an "in lieu of dues payment" which shall be remitted by the District to the Union commencing thirty one (31) days after the date of this Agreement or thirty one (31) days from the beginning of employment with the District, whichever is later.~~
- ~~d. A nonmember employee shall have the right, based upon a bona fide religious tenets or teachings of a church or religious body of which such employee is a member (as defined under ORS 243.666 and 29 U.S.C. Sec. 169), to pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof to the District and the Union that this has been accomplished by no later than the 5<sup>th</sup> day of each month. In the event that the employee fails to furnish written proof to the Union that such has been accomplished, the Union shall have the right to require the District to deduct the amount from the employee's compensation.~~
- ~~e. The District shall forward monthly to the Secretary of the Union the names of all persons entering or leaving the service in all departments covered by this Agreement. The Union shall furnish monthly to the District a list of its members joining or withdrawing from the Union during the month. The District shall deduct monthly from the compensation of the employees, members and nonmembers of the Union, the monthly dues or "in lieu of dues payment" prescribed and established by the membership of the Union and applicable law.~~
- ~~f. The Union agrees to defend and hold harmless the District from any claim arising from the~~

operation of this provision.

~~g. This provision 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.~~

#### Section 4 – DISCIPLINE

Par 2. All discipline ~~of an~~for employees who have completed their probationary period ~~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.

**Par. 3.** 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. 4. Cause for immediate suspension or discharge is as follows:~~

- ~~a. — Reporting to work under the influence of intoxicating liquor or illegal drugs.~~
- ~~b. — 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.~~

#### Section 7. VACATION

##### Par 3 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. Salaried Classifications may be paid out up to two weeks at the end of vacation year.<sup>2</sup>

##### Par. 3.i

The District shall make available fifty-five (55)<sup>3</sup> ~~sixty-five (65)~~ vacation weeks during the summer sign-up ~~which is based on~~ from the beginning and ending end to the beginning of the school year; provided, however, that the amount of vacation weeks available during this period shall be at least ten (10) weeks higher than the number of vacation weeks available at every other time throughout the year. The District shall make available forty (40) vacation weeks during the

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<sup>2</sup> MOA A.44

<sup>3</sup> Summer vacation MOU which is current practice

week of Labor Day, Thanksgiving and Christmas.<sup>4</sup> Additional weeks may be added at the discretion of the District. The scheduling of such additional weeks will not bind the District to offer a like amount in subsequent years.

## **Section 8 HOLIDAYS**

**Par. 7.** An employee may notify the District at least 15 days, but no more than 30 days, prior to each paid holiday recognized in Paragraph 1 of this Section that s/he wishes to waive holiday pay. Upon such notice, an employee may have the time added to his/her Leave Hours bank to be used later in accordance with the practice for requesting such time off. Maximum leave hours waived cannot exceed 80 hours in the Waived Holiday Pay Leave Bank at any time. Waived holiday pay may only be paid out upon separation from the District.<sup>5</sup> Notice of intent to waive holiday pay shall be given in the manner designated by the District.

## **Section 9 – HEALTH AND WELFARE BENEFITS**

### **Par. 1. Medical, Prescription Drug, Dental, and Vision**

- a. Subject to Par. 1(b)-(f) of this section, the District shall contribute ninety five percent (95%)<sup>6</sup> of the cost for each tier of coverage in the primary 80/20 PPO or \$10 HMO co-pay medical plan and the prescription drug, dental and vision care plans for each tier of coverage(single, single + 1, single + children, family). S/he also may elect to participate in either a 90/10 PPO plan or a high deductible healthcare plan with health savings account (HSA). In that case, the District shall pay the same employer dollar contribution amount as it would have paid had the employee elected the primary 80/20 PPO plan. If the employee elects the 90/10 PPO plan, then the employee shall pay the difference between the District's contribution amount and the total premium amount. If the employee elects the high deductible healthcare plan with HSA, then the District shall contribute the difference between its contribution amount and the total premium amount to an HSA in the employee's name. The District retains the right to change providers at its discretion so long as the level of benefits is not adversely affected.

Unless made pursuant to any health care law, regulation, or unilateral change by the Provider without the consent and approval of the District, the plan design of benefits provided shall not change during the term of this Agreement unless both the District and the Union agree to do so in writing.

- b. For those retired employees who left the service of the District prior to February 1, 1992, the District shall pay the full cost of providing these retirees and their dependents with medical, prescription drug, vision benefits and dental (retiree and spouse only), not

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<sup>4</sup> Summer vacation MOU and current practice

<sup>5</sup> MOA A.44

<sup>6</sup> The District's contributions to premiums for January 2020 remained unchanged pursuant to ORS 243.756 and will not be retroactively implemented. The District will implement the 95/5% benefit premium percentages, which is proposed by both parties, effective January 2021 regardless of status of negotiations.

including orthodonture available under the health and welfare plan in place at that time.

- c. Employees who retired on or after February 1, 1992 and hired on or before October 24, 2014, and who retire on or after that date shall receive the same health benefits until age 65 that is available to active employees and their spouses, excluding orthodonture and dental coverage for dependent children.
  1. All retirees and their spouses, surviving spouses, and dependents must enroll in and maintain Medicare parts A & B insurance coverage as soon as they become Medicare eligible due to age or disability. If an employee does not qualify as having "current employment status" under the Medicare Secondary Payer rules (a "non-active employee") and the non-active employee or his or her dependent becomes Medicare-eligible due to disability, that non-active employee or dependent must enroll in Medicare parts A & B insurance coverage as soon as he or she becomes eligible. The following Par. 1(c)(2)-(6) of this Section apply exclusively to the individuals described in this Par.1(c)(1).
  2. At the first available opportunity, non-active employees, retirees, spouses, surviving spouses and dependents who become Medicare eligible must enroll in a District designated Medicare Advantage plan unless they are a retiree or surviving spouse electing a stipend under Par. 2(i) below. These plans currently are Kaiser Permanente Senior Advantage and United Healthcare Care (PPO). Effective January 1, 2018, the UHC PPO plan will change to the UHC Co-Pay plan if the parties sign a tentative agreement by November 10, 2017. These plans, when combined with Medicare and Medicare Part B are intended to provide substantially similar coverage as the active employee healthcare plan designs. Having enrolled in Medicare and a Medicare Advantage plan and upon providing written confirmation of these enrollments, the District will reimburse the non-active employee, retiree, spouse, surviving spouse or dependent the actual cost of the Medicare Part B monthly premium. Retirees who become Medicare eligible after July 1, 2000 and who enroll in Medicare as set forth above will be reimbursed to that date of enrollment.

### **Par. 3. Employee Assistance Program**

- a. The District will continue an~~The~~ 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. ~~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;~~

- e. ~~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.~~

~~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**

- a. All active full-time employees will be covered by a \$25,000 Group Life Insurance policy, which will provide a double indemnity benefit in the event of accidental death. Mini-Run Operators shall be covered by a like policy, valued at \$18,250. Employees retired prior to July 1, 1971 will continue to receive \$1,500 life insurance. Upon the date of ratification of this agreement, March 24, 1999, Employees who retire under the defined benefit pension plan on or after ~~have retired since~~ July 1, 1971, will receive \$10,000 life insurance.
- b. A \$150.00 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 leave of absence.
- d. The extended sick leave benefit will not become payable until after the sick leave benefits described in Paragraph 5 below is exhausted. Under no circumstances will benefits under this provision and sick leave benefits be applicable at the same time.
- e. All employees on extended sick leave shall report to the Department Manager, if physically able, at least once every two (2) weeks, and be under the care of a registered physician at all times.
- f. The District will pay one hundred percent (100%) of the premium for Life and Accidental Death & Dismemberment (AD&D) and Sickness Insurance for all active full-time and Mini-Run Operator employees and one hundred percent (100%) of the premium for life insurance for retirees who retire under the defined benefit pension plan on or after July 1, 1971.



- g. The claims administration of these benefits will be the same or better than presently provided.

### Section 13 – SENIORITY PROVISIONS

**Par. 1.** Unless provided elsewhere in this agreement, the following sets seniority. Seniority date will be an employee's date of hire into the classification. If more than one employee is hired on the same day, they shall be ranked by their date of hire with the District. For those hired from the outside the District, they will be ranked based on their date and time of application for that position below current District employees promoted on the same date.

**Par 2** 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<sup>7</sup>.~~

**Par. 23.** Any employee who, after fifteen (15) years of continuous service as defined in Section 12, is laid off on account of inability to perform available work, shall be carried on the seniority list until they are placed on retirement as provided in Section 10 of this Agreement; provided, however, that such employee will be eligible for such retirement within five (5) years from the date of layoff, unless otherwise agreed upon by the District and the Union.

**Par. 34.** Employees who, by reason of long and faithful service for the District, have become unable to fill their usual positions shall be given preference in any work it has, that they are able to perform, and at reasonable wages, length of service considered.

### Section 15 Par. 3. Hours-of-Service Policy and Procedures

~~— 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.~~

~~— 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.~~

~~— 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.~~

- 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

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<sup>7</sup> As discussed in lieu of MOA A. 29.

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.

~~—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.~~

Hours of Service Table:

| Classification*                      | Max hours worked in day | Max spread | Rest hours between shifts | Max hours other  | Consecutive days |
|--------------------------------------|-------------------------|------------|---------------------------|------------------|------------------|
| Bus Operator- Regular                | <u>15</u>               | 16         | <u>10</u> <u>9</u>        | 70/7 days        | 13               |
| Bus Operator –Extra B.               | <u>15</u>               | 16         | 9                         | 70/7 days        | 13               |
| Road Supervisor                      |                         |            | 7                         | 70/7 days        | 13               |
| Bus Dispatcher                       |                         |            | 7                         | 70/7 days        | 13               |
| Bus Mechanic                         | 17                      |            | 7                         | 70/7 days        | 13               |
| <u>Bus Electronic Technician</u>     | <u>17</u>               |            | <u>7</u>                  | <u>70/7 days</u> | <u>13</u>        |
| <u>Bus Body and paint Technician</u> | <u>17</u>               |            | <u>7</u>                  | <u>70/7 days</u> | <u>13</u>        |
| Rail Operator                        | 15                      | 16         | 9                         | 310/month        | 13               |
| Rail Operator/Streetcar              | 15                      | 16         | 9                         | 310/month        | 13               |
| Controller                           | 9                       |            | 15                        |                  |                  |
| Rail Supervisor                      | 17                      |            | 7                         | 310/month        | 13               |
| REM Maintenance Tech                 |                         |            | 9                         | 310/month        | 13               |
| <u>REM Overhaul Tech</u>             |                         |            | <u>9</u>                  | <u>310/month</u> | <u>13</u>        |
| <u>REM Electrical Tech</u>           |                         |            | <u>9</u>                  | <u>310/month</u> | <u>13</u>        |
| REM Service Worker                   |                         |            | 9                         | 310/month        | 13               |
| Signal Maintainers                   | 12                      |            | 10                        |                  |                  |
| Traction Power Substation Technician |                         |            | 9                         | 310/month        | 13               |
| Overhead Catenary Systems Maintainer |                         |            | 9                         | 310/month        | 13               |
| WES Maintainers                      | 12                      |            | 10                        |                  |                  |

**Section 19 Par. 8.** Prior to the conclusion of these negotiations, the parties shall provide each other with any and all side letters, Memoranda of Understanding, or Supplemental Agreements which remain active and in effect. Any side letters, Memoranda of Understanding, or Supplemental Agreements not specifically identified by either party will be considered null and void.

**Memoranda of Understanding, Side Letters, Supplemental Agreements, and Grievance Settlements WWA that TriMet is moving forward for the 2019 Successor Bargaining**

| <b>Type - #</b>       | <b>Subject</b>                                                                                | <b>Date of Agreement</b> |
|-----------------------|-----------------------------------------------------------------------------------------------|--------------------------|
| MOA 52                | Chief Station Agents to bid for Sign up Chair                                                 | 3-18-20                  |
| MOA A.49              | Seniority for promotions to union supervisory positions                                       | 4-7-20                   |
| Arbitration award     | LRV Cameras                                                                                   | 8/21/19                  |
| Agreement             | Bus Operator Camera and Audio Agreement/                                                      | 5/17/19                  |
| MOA – A.33            | Temporary Adjustment to Available Off Duty Slots for Bus Operators (due to Powell renovation) | 3/15/19                  |
| MOA – A.36            | Field Operations Coordinator (Bus and Rail ) Recruitment Process                              | 11/20/18                 |
| MOA                   | Transit Police (at end of WWA) (see Side Letters addressed below)                             | 4/4/18                   |
| MOA                   | Contracting Out Page 104-108 of contract                                                      | 4/4/18                   |
| Side Letter           | Time Loss Notification                                                                        | 4/4/18                   |
| MOA                   | Emergency Operations page 111 of contract                                                     |                          |
| Agreement             | TA on Field Outreach & Community Relations Representatives (new members to bargaining unit)   | 2/23/18                  |
| MOA – A.23            | Expanded Hours and Days of Operations for the Customer Support Center                         | 3/27/17                  |
| MOA – A.17            | Article 3, Section 3, Paragraph 3b (Maintenance) Holidays                                     | 6/14/16                  |
| MOA                   | Repair and Maintenance of Money Room Cash/Coin Counting Equipment                             | 11/30/07                 |
| Side Letter           | Meal and Rest Break (as amended, see proposal)                                                | 6/14/05                  |
| Side Letter           | Transit Police Issues                                                                         | 1/11/89                  |
| Side Letter           | Transit Police Functions                                                                      | 12/22/88                 |
| Agreement & Amendment | Facilities Exclusion List                                                                     | 12/21/83                 |
| MOA – A.16            | Service Workers to Clean WES Commuter Rail Vehicle and Operations Facility/Shop               | 5/20/16                  |
| Amendment             | Supplemental WWA – Streetcar Track Maintainer and Signals Maintainer                          | 6/26/12                  |
| Agreement             | Portland Streetcar – Temporary Operators to Streetcar                                         | 8/27/08                  |
| MOA                   | Supplemental Agreement Commuter Rail, Vacation Signing                                        | 3/3/08                   |
| Agreement             | Supplemental WWA – Streetcar Training Maintenance Technician Classification                   | 6/24/04                  |

## Section 19 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 parties agree that a service improvement complaint is like any other allegation of misconduct against an employee and will be investigated like other allegations.
- ~~a.b.~~ 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.c.~~ 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.~~
- ~~e.d.~~ The District shall provide to each Executive Board Officer a monthly report of SIPs received within that Executive Board Officer's jurisdiction.
- e. Discipline related to a complaint will only be for just cause as provided in Article 1 Section 4. Par 2.
- f. Complaints that are not substantiated will not be used as the basis for higher levels of discipline for future substantiated complaints, but may be used as evidence in credibility determinations between complainants and operators, of past operator behavior, or other similar reasons.
- g. Complaints that cannot be connected to an employee will not be included in their record
- h. Complaints resulting in discipline may be used in promotional decisions.

## ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

### Section 1 – OPERATORS

#### Par. 1. General

- m. **Trades** – Trades that do not provide both operators with create an hours of service violation by providing for less than ten (10) hours of scheduled time off between assignments are not permitted. The exception that an operator in a pass up can trade into another pass up, though the other operator must get ten (10) hours of scheduled time off work.; ~~for regular bus operators will not be allowed. 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)~~ thirteen (13)<sup>8</sup> 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.
  - b. Operators shall be paid for their regular scheduled runs, and shall not lose any time on account of shortage of vehicles, breakdowns, etc., or any conditions over which they have no control, provided they report and remain on duty during the period of regular scheduled runs unless excused. In the event an operator's work is cancelled, they may be assigned any other available work or a report time, provided they are relieved within 30 minutes after their scheduled run ending; the operator will be paid the higher of their run time or actual work time.
- g. 5. Road Relief table attached<sup>9</sup> +\$4 on current locations and added locations table at end of article

**Par. 7. Sign-Ups**

- 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. Operators shall not sign for work less than ten (10) hours from end time to start time the next day. If work with a ten (10) hour gap is not available, the operator will first be placed in any work with a nine and a half (9.5) hour time off, and if that is not possible on extra board for that day, based on their seniority. An operator will sign up for the same work on all the 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.
- c. ~~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 will set the dates of the -three (3) sign ups prior to January 1 each year. - A sign up will not be longer than 18 weeks unless mutually agreed to by the Union and District. The -District or when the may adjust a sign up date if significant changes are needed in its service schedule. A sign up will not be longer than 18 weeks unless mutually agreed to by the Union and District. 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.

<sup>8</sup> Effective for the first sign up posted after ratification of the agreement.

<sup>9</sup> Effective for the first sign up posted after ratification of the agreement.

## Par. 9. Other Provisions

- i. Non-ATU managers may operate buses and LRV's in revenue service with an ATU member present only for the purpose of completing initial and ongoing training including maintaining the manager's certification.

## 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 extra board will be exhausted. All assigned work shall be paid as assigned.
- ~~1.2.~~ When making up the board, all runs will be assigned before any overtime is added. The first run finished is the first marked up. If two (2) runs get off at the same time, the longest run shall be marked up first.
- ~~2.3.~~ After the runs are assigned, all piece work will be signed to operators in time off order regardless of pay time. ~~the extra work will be given out with the greatest total time assigned first with the exception of extra service, which will be given to the extra board Operators.~~ (Intent is to not assign regular Operators who have overslept extra service.)
- ~~3.4.~~ 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 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-

~~Specials shall be marked up after extras unless they are specials expected to be out more than three (3) hours, and then they shall be worked with extras.<sup>10</sup>~~

- ~~6. 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.~~
7. 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 double-covered assignment. See #12 below)
- ~~9.~~
8. Any work which becomes vacant for the remainder of the sign up may be offered to the extra

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<sup>10</sup> Specials are not marked up alone so this language is outdated. It gets combined with other work or left on pad.

board and will be assigned for the remainder of the sign up to the highest seniority extra board operator expressing interest. Any work which has been offered to the board and not filled may be offered to operators when they are promoted from MRO to regular operator.

## 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 have three categories:  
P-1 is to be off by 12am and must call by 10am and report no earlier than 1100a at the garage or on the road no earlier than 1130a  
P-2 is to be off between 12a-1a, and must call by 11am and report no earlier than 12p at the garage or on the road no earlier than 1230p  
P-3 is to be off after 1am. The operator shall verify with on-duty station agent their call back time, which shall establish their call back time but in no event will call back be less than 10 hours after getting off. Their report at a garage will be no earlier than 11 hours from previous days end time or on the road no earlier than 11.5 hours from previous days end time.

~~Operators taking a pass up will follow the regular report Operators. They 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 1:00 a.m. will call in by 10:30 a.m. and will not be assigned work until 11:30 a.m. at the garage or 12:00 noon in case of a road relief. Operators who get off after 2:00 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.~~

- ~~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~~ 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.~~

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). ~~The two parties entering into a trade will do so voluntarily. Once approved, filling the trades are solely the responsibility of the two parties. (Three -way trades are not an option). The District is not obligated with regard to record keeping, scheduling the payback substitution, work schedule changes or overtime expense.~~<sup>11</sup>

### **TTrading Work and Days Off**

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.~~

28.5 Any operator participating in trading days off either onto the extra board or with another extra board operator may trade the work they have traded into in accordance with trade rules.

### **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. (see 27)~~

33. The Station Agent shall be required to give an Operator the entire assignment over the telephone. A copy of the original board will be kept on file in the office.

34. An Operator calling in at least one (1) hour and fifteen (15) minutes (75 minutes) before a road relief on their initial assignment or an Operator calling in at least thirty (30) minutes before a garage sign-in on their initial assignment will not be penalized with an oversleep. (Intent is not to abuse call in privileges.)

35. No Operator will be required to use their personal transportation to make road reliefs.

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 2 – MINI-RUNS**

**Par. 7.** Mini-Run Operator's probationary period shall be six (6) months from completion of training period. In the case of a compensable injury suffered during the probationary period, upon the employee's return to work the period of disability would be tacked on to the probationary period up to a maximum of ninety (90) calendar days. A Mini-Run Operator who becomes a full-time Operator prior to the completion of his/her six (6) month probationary period, will remain on probation until completion of his/her six (6) month probationary period. However, once becoming

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<sup>11</sup> MOA #30 – From ATU list of Side letters to take forward.



a full-time Operator, the probationary standards related to hours worked will take into account the longer work hours of a full time operator. ~~s/he shall be subject to the same standards as other full-time Operators.~~ Mini-Run Operators are covered by Article 1, Section 2, Paragraph 2; Section 3 and Section 4.

**Par. 11.** Four and three day work weeks will be available to Mini-Run Operators on a limited basis at all bus garages in addition to a five day workweek. Within availability, as set by the District, Mini-Run Operators can select from among either a five-day, four-day, or three-day work schedule at sign-up.

- a. Five-day, four-day, and three-day Mini-Run Operator work will be posted separately.
- b. Three-day work will have no less than 8 hours, 20 minutes run pay time per day.
- c. Four-day work will have no less than 6 hours, 15 minutes run pay time per day.
- d. Some three-day work week assignments may exceed 30 hours per week to match the four-day full time operator work on other days.
- e. Pass-up: An operator passing up will be guaranteed the minimum signed work type.
- f. Trades: Trading work between five-day, four-day, and three-day Mini-Run Operators will be allowed; however, both operators shall give up their right to a specific work week guarantee. Trades must also comply with the rule for full time operators in Section 1, Par 1. m above. ~~A trade that would create a pass up or an hours of service violation will not be permitted.~~

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#### **Section 4. Instructors**

##### Par. 6

- a. No more than three (3) Bus Instructors will be on vacation at any time.
- b. No more than two (2) Rail Instructors will be on vacation at any time.
- c. No more than one (1) Field Operations Instructors will be on vacation at any time.
- d. No more than two (2) Bus Maintenance Trainers will be on vacation at any time.

#### **Par. 2. Road Supervisors**

- a. No more than four (4) Road Supervisors one (1) Lead Road Supervisors may be off on vacation at one time.

#### **Section 9 – LIGHT RAIL**

##### **Par. 1.**

- a. When a light rail employee has been trained and has received an appointment to a regular position, the employee shall be on a probationary period of not to exceed ~~ninety (90)~~ one hundred and eighty (180) days subject to the grievance procedure. An employee who

does not satisfactorily perform during that probationary period may be returned by the District to the employee's former position without loss of seniority.

- b. The District will not use progressive discipline in the probationary period for operating rule violations such as Speed trips, Signal trips, Route codes, Doors off platform and Train Orders/Verbal Instructions. This does not apply to misconduct, attendance, accidents, or serious negligence.
- c. Operating violations will be handled with ACID letters, ERCs entries and reinstruction/reminders, including training Interventions.
- d. If the District determines an operator has successfully completed probation, the operating rule violations incurred during probation will not be used as progressive discipline steps moving forward

**Par. 3**

a. 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.

**Section 10 – Rail Operation**

**Par 2. Rail Supervisors**

a. Not to exceed five (5) regular Rail Supervisors and one (1) Rail Lead Supervisor per day shall be guaranteed time off for vacation, birthday, or floating holiday.

OTHER PROVISIONS IN ARTICLE 2

Vacation slots: No more than one (1) Bus and one (1) Rail Field Operations Coordinator will be on vacation at any time

Pouches are permanently eliminated and operators are responsible for reporting to work with the needed materials; reroute book, etc.

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Relief point table: Implemented the first payroll period 30 days after ratifications of contract.

| Place Name      | Location                            | Type     | Center        | Powell        | Merlo  | Ruby           | Elmonica       | PSC |
|-----------------|-------------------------------------|----------|---------------|---------------|--------|----------------|----------------|-----|
| <b>New</b>      | -                                   | -        |               |               |        |                |                |     |
| -               | <u>Clackamas TC</u>                 | <u>M</u> |               |               |        | <u>\$14.00</u> |                |     |
| -               | <u>Hatfield Govt Ctr</u>            | <u>M</u> |               |               |        |                | <u>\$12.00</u> |     |
| -               | <u>Main Street</u>                  | <u>M</u> |               |               |        | <u>\$12.00</u> |                |     |
| -               | <u>Powell &amp; 182nd (Duniway)</u> | <u>B</u> |               | <u>\$8.50</u> |        |                |                |     |
| -               | <u>Clackamas TC Parking Garage</u>  | <u>B</u> | <u>\$8.50</u> | <u>\$8.50</u> |        |                |                |     |
| -               | <u>Gateway TC</u>                   | <u>B</u> | <u>\$8.50</u> | <u>\$7.50</u> |        |                |                |     |
| -               | <u>Main St Park &amp; Ride</u>      | <u>B</u> |               | <u>\$7.50</u> |        |                |                |     |
| -               | <u>92nd &amp; Flavel</u>            | <u>B</u> | <u>\$8.50</u> | <u>\$7.50</u> |        |                |                |     |
| -               | <u>Parkrose</u>                     | -        | <u>\$8.50</u> | <u>\$8.50</u> |        |                |                |     |
|                 |                                     |          |               |               |        |                |                |     |
| <b>Existing</b> |                                     |          |               |               |        |                |                |     |
| Aldr2           | SW Alder & 2nd                      | B        | \$6.50        | \$7.50        | \$8.50 |                |                |     |
| Aldr5           | SW Alder & 5th                      | B        | \$7.00        | \$8.50        | \$9.25 |                |                |     |
| Aldr6           | SW Alder & 6th                      | B        | \$7.00        | \$8.50        | \$9.25 |                |                |     |
| Ank4            | Ankeny and 4th                      | B        | \$7.00        | \$8.50        | \$9.25 |                |                |     |
| BarBer          | Barbur & Bertha                     | B        | \$8.50        |               |        |                |                |     |
| Barbur          | Barbur TC                           | B        | \$8.50        |               |        |                |                |     |
| BdwBrn          | SW Broadway & Burnside              | B        | \$7.00        |               | \$9.25 |                |                |     |
| Bea020          | Beaverton TC 20 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea052          | Beaverton TC 52 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea053          | Beaverton TC 53 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea054          | Beaverton TC 54 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea057          | Beaverton TC 57 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea058          | Beaverton TC 58 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea061          | Beaverton TC 61 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea067          | Beaverton TC 67 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea076          | Beaverton TC 76 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea078          | Beaverton TC 78 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| Bea088          | Beaverton TC 88 bay                 | B        | \$8.50        |               | \$6.25 |                |                |     |
| BeavTC          | Beaverton TC                        | B        | \$8.50        |               | \$6.25 |                |                |     |
| BeavTX          | Beaverton TC                        | B        | \$8.50        |               | \$6.25 |                |                |     |
| Belm11          | Belmont/11th                        | B        | \$6.25        |               |        |                |                |     |
| Brn12           | E Burnside & 12th                   | B        | \$7.00        |               |        |                |                |     |
| Brn12E          | Burnside & 12 EB                    | B        | \$7.00        |               |        |                |                |     |
| Brn12N          | Burnside & 12th NB                  | B        | \$7.00        |               |        |                |                |     |

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|        |                        |   |               |               |               |  |  |
|--------|------------------------|---|---------------|---------------|---------------|--|--|
| Brn12S | Burnside & 12th SB     | B | <b>\$7.00</b> |               |               |  |  |
| Brn19  | Burnside/19th          | B |               |               | <b>\$8.50</b> |  |  |
| Brn3   | W Burnside & 3rd       | B | <b>\$7.00</b> |               |               |  |  |
| Brn4   | W Burnside & 4th       | B | <b>\$7.00</b> | <b>\$8.50</b> | <b>\$9.25</b> |  |  |
| Brn5   | W Burnside & 5th       | B | <b>\$6.50</b> | <b>\$7.50</b> | <b>\$8.50</b> |  |  |
| Brn6   | W Burnside & 6th       | B | <b>\$6.50</b> | <b>\$7.50</b> | <b>\$8.50</b> |  |  |
| Brn82  | E Burnside & 82nd      | B |               | <b>\$7.00</b> |               |  |  |
| BurlTC | SW Bertha & Burlingame | B | <b>\$8.50</b> |               |               |  |  |
| BurnBr | Burnside Bridge        | B | <b>\$6.50</b> | <b>\$7.50</b> | <b>\$8.50</b> |  |  |
| ChvLng | SE Chavez & Long       | B | <b>\$6.50</b> |               |               |  |  |
| ChvMal | SE Chavez & Mall       | B | <b>\$6.50</b> |               |               |  |  |
| ClacTC | Clackamas TC           | B |               | <b>\$8.50</b> |               |  |  |
| Col17  | SW Columbia & 17th     | B |               |               | <b>\$8.25</b> |  |  |
| Col18  | SW Columbia & 18th     | B |               |               | <b>\$8.25</b> |  |  |
| Colg6  | SW College/6th         | B | <b>\$6.50</b> | <b>\$7.50</b> | <b>\$8.50</b> |  |  |
| Ctr17  | SE 17th & Center       | B | <b>\$0.00</b> |               |               |  |  |
| Cuch12 | NE Couch & 12th        | B | <b>\$7.00</b> |               |               |  |  |
| Div12  | SE Division & 12th     | B | <b>\$5.75</b> | <b>\$7.00</b> |               |  |  |
| Div82  | SE Division & 82nd     | B |               | <b>\$6.50</b> |               |  |  |
| Fos82  | SE Foster & 82nd       | B |               | <b>\$8.00</b> |               |  |  |
| FrCplx | Fair Complex           | B |               |               | <b>\$6.50</b> |  |  |
| Frm82  | NE Fremont & 82nd      | B |               | <b>\$8.50</b> |               |  |  |
| Frnk52 | SE Franklin & 52nd     | B |               | <b>\$6.50</b> |               |  |  |
| Frk52N | SE Franklin & 52nd     | B |               | <b>\$6.50</b> |               |  |  |
| Frk52S | SE Franklin & 52nd     | B |               | <b>\$6.50</b> |               |  |  |
| garCtr | Center Garage          | B | <b>\$0.00</b> |               |               |  |  |
| garMer | Merlo Garage           | B |               |               | <b>\$0.00</b> |  |  |
| garPow | Powell Garage          | B |               | <b>\$0.00</b> |               |  |  |
| GateLO | Layover Gateway TC     | B |               | <b>\$7.50</b> |               |  |  |
| GateTC | Gateway TC             | B |               | <b>\$7.50</b> |               |  |  |
| Gls82  | Glisan and 82nd        | B |               | <b>\$7.50</b> |               |  |  |
| Gre004 | Gresham TC 4 bay       | B |               | <b>\$7.00</b> |               |  |  |
| Gre009 | Gresham TC 9 bay       | B |               | <b>\$7.00</b> |               |  |  |
| Gre012 | Gresham TC 12 bay      | B |               | <b>\$7.00</b> |               |  |  |
| Gre020 | Gresham TC 20 bay      | B |               | <b>\$7.00</b> |               |  |  |
| Gre080 | Gresham TC 80 bay      | B |               | <b>\$7.00</b> |               |  |  |
| Gre081 | Gresham TC 81 bay      | B |               | <b>\$7.00</b> |               |  |  |
| Gre082 | Gresham TC 82 bay      | B |               | <b>\$7.00</b> |               |  |  |
| Gre084 | Gresham TC 84 bay      | B |               | <b>\$7.00</b> |               |  |  |
| Gre087 | Gresham TC 87 bay      | B |               | <b>\$7.00</b> |               |  |  |
| GresTC | Gresham TC             | B |               | <b>\$7.00</b> |               |  |  |

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|        |                        |   |        |        |         |  |  |  |
|--------|------------------------|---|--------|--------|---------|--|--|--|
| Hall4  | SW Hall and 4th        | B | \$7.25 | \$8.50 | \$11.00 |  |  |  |
| Haw12  | SE Hawthorne & 12th    | B | \$5.75 |        |         |  |  |  |
| Hil046 | Hillsboro TC 46 bay    | B |        |        | \$8.25  |  |  |  |
| Hil047 | Hillsboro TC 47 bay    | B |        |        | \$8.25  |  |  |  |
| Hil048 | Hillsboro TC 48 bay    | B |        |        | \$8.25  |  |  |  |
| HillTC | Hillsboro              | B |        |        | \$8.25  |  |  |  |
| Hlg39  | SE Holgate & Chavez    | B | \$6.50 |        |         |  |  |  |
| Hlg52  | SE Holgate & 52nd      | B | \$6.50 |        |         |  |  |  |
| Hlg52N | SE Holgate & 52nd      | B | \$6.50 |        |         |  |  |  |
| Hlg52S | SE Holgate & 52nd      | B | \$6.50 |        |         |  |  |  |
| Hlg82  | SE Holgate & 82nd      | B | \$7.00 |        |         |  |  |  |
| Hol1   | NE Holladay & 1st      | B | \$7.50 |        |         |  |  |  |
| Jck21E | SE Jackson & 21st E    | B | \$6.75 |        |         |  |  |  |
| Jck21S | SE Jackson & 21st S    | B | \$6.75 |        |         |  |  |  |
| JckMan | SE Jackson & Main      | B | \$6.75 |        |         |  |  |  |
| Jeff18 | SW Jefferson & 18th    | B |        |        | \$8.25  |  |  |  |
| Jeff5  | SW Jefferson & 5th     | B | \$7.25 | \$8.50 | \$9.25  |  |  |  |
| Jons82 | NE Jonesmore & 82nd    | B |        | \$7.50 |         |  |  |  |
| LO5Mn  | Layover Main/5th       | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO5Sal | Layover Salmon/5th     | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO5Tay | Layover Taylor/5th     | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO5Yam | Layover Yamhill/5th    | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO6Ald | Layover Alder/6th      | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO6Mor | Layover Morrison/6th   | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO6Wsh | Layover Washington/6th | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LO6Yam | Layover Yam/6th        | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| LOJcks | Layover Main & Jackson | B | \$6.75 |        |         |  |  |  |
| LOMwTC | Layover Milwaukie TC   | B | \$6.75 |        |         |  |  |  |
| LORQTC | Layover RQTC           | B | \$7.50 |        |         |  |  |  |
| Mad11  | SE Madison & 11th      | B | \$5.75 |        |         |  |  |  |
| Mad4   | SW Madison & 4th       | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| Mad5   | SW Madison & 5th       | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| Main4  | SW Main & 4th          | B | \$7.00 | \$8.50 | \$9.25  |  |  |  |
| Main5  | SW Main & 5th          | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| Main6  | SW Main & 6th          | B | \$6.50 | \$7.50 | \$8.50  |  |  |  |
| Max231 | MAX Orenco/231st       | B |        |        | \$6.25  |  |  |  |
| Max82  | MAX & 82nd             | B |        | \$7.50 |         |  |  |  |

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|        |                             |   |        |        |        |  |  |  |
|--------|-----------------------------|---|--------|--------|--------|--|--|--|
| MaxMWy | MAX Millikan Way            | B | \$8.50 |        | \$5.50 |  |  |  |
| MaxZoo | MAX Zoo Stn                 | B |        |        | \$8.50 |  |  |  |
| Mcl17  | SE McLoughlin & 17th        | B | \$6.00 |        |        |  |  |  |
| Mer158 | SW 158th & Merlo turnaround | B |        |        | \$0.00 |  |  |  |
| MerloG | Merlo Garage                | B |        |        | \$0.00 |  |  |  |
| MlwPow | SE Milwaukie & Powell       | B | \$5.50 | \$7.00 |        |  |  |  |
| MlwTC  | Milwaukie TC                | B | \$6.75 |        |        |  |  |  |
| Mont5  | SW Montgomery & 5th         | B | \$6.50 | \$7.50 | \$8.50 |  |  |  |
| Mont6  | SW Montgomery & 6th         | B | \$6.50 | \$7.50 | \$8.50 |  |  |  |
| Mor12  | SW Morrison & 12th          | B | \$6.25 |        |        |  |  |  |
| Mor5   | SW Morrison & 5th           | B | \$7.00 | \$8.50 | \$9.25 |  |  |  |
| Mor6   | SW Morrison/6th             | B | \$6.50 | \$7.50 | \$8.50 |  |  |  |
| Mtry85 | SE Monterey and 85th        | B |        | \$8.75 |        |  |  |  |
| N17McL | SE McLoughlin & 17th        | B | \$6.00 |        |        |  |  |  |
| Oak3   | SW Oak & 3rd                | B | \$7.00 | \$8.50 | \$9.25 |  |  |  |
| Oak5   | SW Oak & 5th                | B | \$6.50 | \$7.50 | \$8.50 |  |  |  |
| Oak6   | SW Oak & 6th                | B | \$6.50 | \$7.50 | \$8.50 |  |  |  |
| Pin3   | Pine & 3rd                  | B | \$7.00 | \$8.50 | \$9.25 |  |  |  |
| Pow122 | SE Powell & 122nd           | B |        | \$7.00 |        |  |  |  |
| Po122N | SE Powell & 122nd           | B |        | \$7.00 |        |  |  |  |
| Pow26  | SE Powell & 26th            | B |        | \$6.50 |        |  |  |  |
| Pow50  | SE Powell & 50th            | B |        | \$7.00 |        |  |  |  |
| Pow82  | SE Powell & 82nd            | B |        | \$6.50 |        |  |  |  |
| Pow98  | SE Powell & 98th            | B |        | \$0.00 |        |  |  |  |
| Pow98E | SE Powell & 98th EB         | B |        | \$0.00 |        |  |  |  |
| Pow98W | SE Powell & 98th WB         | B |        | \$0.00 |        |  |  |  |
| PowGar | Powell Garage               | B |        | \$0.00 |        |  |  |  |
| PowMwE | SE Powell & Milwaukie EB    | B | \$5.50 | \$7.00 |        |  |  |  |
| PowMwW | SE Powell & Milwaukie WB    | B | \$5.50 | \$7.00 |        |  |  |  |
| Rhn122 | SE 122nd & Rhone            | B |        | \$7.00 |        |  |  |  |
| RQTC   | Rose Quarter TC             | B | \$7.50 |        |        |  |  |  |
| S17Mcl | SE McLoughlin & 17th SB     | B | \$6.00 |        |        |  |  |  |
| S17McL | SE McLoughlin & 17th        | B | \$6.00 |        |        |  |  |  |

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|---------|----------------------|---|--------|--------|--------|---------|---------|--|
| Salm4   | SE Salmon & 4th      | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Salm5   | SE Salmon & 5th      | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Salm6   | SE Salmon & 6th      | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| San12   | NE Sandy & 12th      | B | \$7.00 |        |        |         |         |  |
| San82   | NE Sandy & 82nd      | B |        | \$8.50 |        |         |         |  |
| Stk3    | SE Stark & 3rd       | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Stk5    | SE Stark & 5th       | B | \$6.50 | \$7.50 | \$8.50 |         |         |  |
| Stk6    | SE Stark & 6th       | B | \$6.50 | \$7.50 | \$8.50 |         |         |  |
| Stk82   | SE Stark & 82nd      | B |        | \$6.50 |        |         |         |  |
| Sun047  | Sunset TC            | B | \$8.00 |        | \$6.50 |         |         |  |
| Sun048  | Sunset TC            | B | \$8.00 |        | \$6.50 |         |         |  |
| Sun059  | Sunset TC            | B | \$8.00 |        | \$6.50 |         |         |  |
| Sun062  | Sunset TC            | B | \$8.00 |        | \$6.50 |         |         |  |
| SunsTC  | Sunset TC            | B | \$8.00 |        | \$6.50 |         |         |  |
| Tay4    | SW Taylor & 4th      | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Tay5    | SW Taylor & 5th      | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Tay6    | SW Taylor & 6th      | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| TigdTC  | Tigard TC            | B |        |        | \$8.50 |         |         |  |
| Wash5   | SW Washington & 5th  | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Wash6   | SW Washington & 6th  | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Wash82  | SE Washington & 82nd | B |        | \$6.50 |        |         |         |  |
| WashSq  | Washington Square    | B |        |        | \$8.50 |         |         |  |
| WICrPR  | Willow Creek P&R     | B |        |        | \$5.50 |         |         |  |
| WlrHol  | Wheeler & Holladay   | B | \$7.50 |        |        |         |         |  |
| Yam5    | SW Yamhill & 5th     | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| Yam6    | SW Yamhill & 6th     | B | \$7.00 | \$8.50 | \$9.25 |         |         |  |
| BeavTC  | Beaverton TC         | M |        |        |        |         | \$7.50  |  |
| BTC2    | BTC Pocket Track     | M |        |        |        |         | \$7.50  |  |
| ClvMax  | MAX Cleveland        | M |        |        |        | \$10.00 |         |  |
| E_BTC   | Beaverton TC EB      | M |        |        |        |         | \$7.50  |  |
| E_Rose  | Rose QuarterTC       | M |        |        |        | \$14.00 | \$14.00 |  |
| garElm  | Elmonica Garage      | M |        |        |        |         | \$0.00  |  |
| garRby  | Ruby Garage          | M |        |        |        | \$0.00  |         |  |
| garVT   | Vintage Trolley Barn | M |        |        |        | \$14.00 | \$14.00 |  |
| GateLO  | Gateway TC layover   | M |        |        |        | \$12.00 | \$19.00 |  |
| GateTC  | Gateway TC           | M |        |        |        | \$12.00 | \$19.00 |  |
| Max170  | MAX 170th            | M |        |        |        |         | \$0.00  |  |
| Max170E | MAX 170th E          | M |        |        |        |         | \$0.00  |  |
| Max170W | MAX 170th W          | M |        |        |        |         | \$0.00  |  |

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|--------|-------------------------|---|--|--|--|---------|---------|--------|
| Mor3   | SW Morrison & 3rd       | M |  |  |  | \$14.00 | \$14.00 |        |
| Mx197E | MAX 197th/Ruby Jct E    | M |  |  |  | \$0.00  |         |        |
| Mx197W | MAX 197th/Ruby Jct W    | M |  |  |  | \$0.00  |         |        |
| MxLydW | Lloyd Center W          | M |  |  |  | \$14.00 |         |        |
| N_GTC  | Gateway TC              | M |  |  |  | \$12.00 | \$19.00 |        |
| Oak1   | SW Oak & 1st            | M |  |  |  | \$12.00 | \$12.00 |        |
| P_BTC  | BTC Pocket Track        | M |  |  |  |         | \$7.50  |        |
| P_GTC  | Gateway TC Pocket Track | M |  |  |  | \$12.00 | \$19.00 |        |
| RbyJct | Ruby Junction           | M |  |  |  | \$0.00  |         |        |
| RQTC   | Rose QuarterTC          | M |  |  |  | \$14.00 | \$14.00 |        |
| RQTC2  | Rose QuarterTC          | M |  |  |  | \$14.00 | \$14.00 |        |
| N_Rose | Rose QuarterTC          | M |  |  |  | \$14.00 | \$14.00 |        |
| S_Rose | Rose QuarterTC          | M |  |  |  | \$14.00 | \$14.00 |        |
| S_GTC  | Gateway TC              | M |  |  |  | \$12.00 | \$19.00 |        |
| Term11 | 11th Ave. Terminal      | M |  |  |  | \$19.00 | \$12.00 |        |
| Term1X | 11th Ave. Terminal      | M |  |  |  | \$9.00  | \$9.00  |        |
| W_BTC  | Beaverton TC WB         | M |  |  |  |         | \$7.50  |        |
| W_Rose | Rose QuarterTC          | M |  |  |  | \$14.00 | \$14.00 |        |
| garStC | PSC Barn                | S |  |  |  |         |         | \$0.00 |
| Mar11  | NW Marshall & 11th      | S |  |  |  |         |         | \$0.00 |
| Ntr14  | NW Northrup & 14th      | S |  |  |  |         |         | \$0.00 |
| OMSI   | OMSI                    | S |  |  |  |         |         | \$9.00 |
| PSUPlz | PSU Plaza               | S |  |  |  |         |         | \$9.00 |

**ARTICLE 3: MAINTENANCE DEPARTMENT.**

The term Journey Worker is removed from any place it appears in the contract. It is generally replaced with Technician. It occurs 81 times in the agreement, 15 in the old tool allowance paragraph, 10 times in the wage schedule, and 26 times in the deleted Apprenticeship sections.

**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.~~

~~Par. 5. Service Workers may be used by the District to install and remove tire chains after Helper's classification on shift at the facility has been exhausted, and under a Mechanic's supervision.~~

**Par. 8.** All trading days off is a privilege granted by the Union and the District and may be canceled at any time by mutual agreement.

- a. The two parties entering into a trade will do so voluntarily. Once approved, filling the trades are solely the responsibility of the two parties. (Three-way trades are not an option).



The District is not obligated with regard to record keeping, scheduling the payback substitution, work schedule changes or overtime expense.

- b. ~~A trade can only occur between two (2) people working at the same garage, during the same hours, within the same job classification, having similar sign-up responsibilities, e.g., overhaul mechanics can only trade with overhaul mechanics, body shop mechanics can only trade with body shop mechanics.~~ Requests for trades are subject to approval by the Supervisor. The District reserves the right to approve requests on a case-by-case basis based upon operational needs and qualifications of employees to do the work.

~~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 – FILLING OF POSITIONS

Par. 1. When the District opens a recruitment 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 the closing date of the recruitment. Employees may apply through the District's application system. For promotions, if the District determines an internal candidate is equally qualified as an external candidate, the District shall hire the internal candidate.

~~Par. 1-2.~~ When ~~a position is~~management opens a position in any classification in the Maintenance Department, except for Supervisor, a notice shall be posted on all department bulletin boards for not less than five (5) days before the position is filled, and any employee in that classification in the Maintenance Department may make application to their Supervisor in writing before the notice expires. The position will be filled according to established seniority in the classification called for, qualifications considered. Employees trying out in a new position shall have a reasonable period to qualify; this to be determined by the Director of Maintenance and/or his/her designees, and the Officers of the Union and/or their designees.

Par. ~~2~~3. When the hours of a new position posted and bid on are afterwards changed, all positions below the holder of such position shall be reopened for bid according to seniority as defined in Paragraph 1. It is further agreed that for the purposes of vacation relief, so the maximum number of vacations possible to grant may be had during the period of school vacations and for seasonal hunting periods, this paragraph shall be inoperative. It is further understood and agreed that in arranging vacation relief, regular assigned days off will be maintained. A new sign-up shall take place at the request of the representative of the Union.

~~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~~applied for a regularly posted position~~recruitment and been hired in~~into 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. 5. It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Facilities Maintenance or Stores Departments. Such vacancies will be posted on all department bulletin boards for five (5) days. If unable to fill the vacancy, it may be filled according to seniority within the District. Following selection, District employees shall receive preference for all bidding purposes over employees hired from the outside.~~

### **Par. 8. Assistant Supervisor**

- a. This paragraph applies to the Maintenance Sections that decide to utilize Assistant Supervisors.<sup>12</sup> ~~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 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~~regular work in addition to their Assistant Supervisor duties, ~~except when acting Supervisor.~~
- g. If the District assigns an Assistant Supervisor the duties of a supervisor when the supervisor is absent (vacation, sick, personal leave, etc.), they will be paid an hourly premium of \$1.25. If the District assigns a Technician/Maintainer to fill in for an absent supervisor and assistant supervisor, they will be paid at the assistant supervisor rate plus an additional hourly premium of \$1.25. An Assistant Supervisor's duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). When the maintenance supervisor is absent for 8 hours or more, the assistant supervisor shall fill in as acting supervisor and shall be paid an additional hourly premium of \$1.25. No senior mechanic will be utilized under these conditions. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, the most senior mechanic will fill in as acting supervisor 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 This provision does not apply on a Supervisor's regular days off (e.g., Saturdays, Sundays and holidays).

### **Section 3 – SCHEDULE SIGN-UPS**

<sup>12</sup> Sections can decide whether to utilize Assistant Supervisors and if so, how many.

**Par. 1. Work Shifts**

- a. A sign-up for Maintenance Department shifts shall be held at the request of the Union or the District. However, not less than one (1) general sign-up will be held per year. Position schedules, work locations and days off shall be posted prior to a sign-up and seniority lists by classification as approved by the District and the Union shall also be posted. A sign-up shall be posted for not less than seven (7) days.

~~**Section 7 — MECHANIC TRAINING PROGRAM**~~

~~**Par. 1.** There shall be a 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.** 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. 8.** 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. 9.** Nothing in this Agreement bars the District from promoting a Mechanic Trainee to a Journey Level Mechanic when qualified.~~

~~**Par. 10.** — Apprentices 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. 11. — 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, attend an apprenticeship program orientation of that program. The orientation will include a meeting with a supervisor 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.~~

**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 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 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 agree on and set forth a workforce assignment and rotation schedule that provides the optimal training benefit. For example, HVAC mechanics would be assigned and rotated to work with HVAC vendors performing warranty repairs.~~

~~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.~~

Par. 5. Notwithstanding the above, District employees will not do the maintenance and repair of the electric propulsion systems, high voltage batteries and connections, and the high tech exteriors on electric or hybrid buses. This work will not count as part of the District’s MAF allotment. After TriMet determines which new bus technology to adopt and initiates orders for significant numbers of new buses to replace the diesel fleet, the parties will meet to discuss whether parts of this work should be brought in house.

~~Section 11 – LRT MAINTENANCE VEHICLE MECHANICS' TRAINING~~

~~Par. 1. All light rail employees shall receive their regular rate of pay while training.~~

~~Par. 2. The LRT Mechanic Apprenticeship Program shall be governed by the same provisions contained in Section 7 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.~~
- ~~c. The LRT Mechanic Apprenticeship 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 apprenticeship program.~~

~~Section 12 – LRT VEHICLE MECHANICS' SENIORITY~~

~~Par. 1. A Light Rail Vehicle Mechanic's (LRVMs) seniority date will be the effective date of a transfer to Light Rail. If more than one mechanic is transferred on the same day, they shall be ranked in the same order of seniority as held at the time of transfer.~~

**Section 14 – CONTRACTING OUT – RAIL EQUIPMENT MAINTENANCE**

**Par. 1.** It is not the intent of the District to subcontract items, components, and/or services currently performed by District employees, except in case of an emergency or as agreed by the parties in writing, as they relate to the District's light rail equipment maintenance operations.

**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 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 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 agree on and set forth a workforce assignment and rotation schedule that provides the optimal training benefit. 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 15 — LRT APPRENTICESHIP TRAINING PROGRAMS**

**Par. 1.** ~~Light Rail Maintenance Department shall have six (6) Journey Level Classifications:~~

~~Overhead Traction Electrification Maintainer  
Traction Substation Technician  
Signal Maintainer  
Track Maintainer  
Rail Vehicle Mechanic  
Field Equipment Technician~~

**Par. 2.** ~~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. 3.** ~~The District shall establish MOW Apprenticeship Programs in the classifications of:~~

~~Signal Maintainer  
Overhead Traction Electrification Maintainer  
Traction Substation Technician  
Field Equipment Technician~~

**Par. 4.** ~~The parties acknowledge the joint apprenticeship and training committees (or trade committees) as the exclusive source for apprenticeship and training standards as approved by the State of Oregon Apprenticeship and Training Council.~~

**Par. 5.** ~~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.~~

**Par. 6.** ~~District employees entering the light rail MOW Apprenticeship Program shall be paid~~

according to the LRV Apprentice Mechanic schedule.

~~**Par. 7.** In the event that the selection of the most senior Journey Level mechanic (bus or rail) applicant for a light rail MOW apprenticeship 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 the next light rail MOW Apprenticeship Program vacancy. Upon successful completion of the Apprenticeship 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 apprenticeship at the top apprentice 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 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 into any apprentice program.~~

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

~~**Par. 8.** Nothing in this Agreement bars the District from promoting an apprentice to a Journey Level in less than four (4) years; however, promotion to Journey Level status from an apprentice program in four (4) years 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 program for Track Maintainer, the following provisions shall govern the filling of Track Maintainer openings.~~

- ~~a. ——— Create a classification of Laborer/Track Trainee: Labor/Track Trainees will be filled from the Laborers classification. 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.~~
- ~~e. — The State of Oregon Apprenticeship Council shall not govern the Laborer/Track Trainee program, but the Light Rail Apprenticeship Committee shall oversee 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 program, shall, as a condition of entering an apprenticeship program, attend an apprenticeship program orientation of that program. The orientation will include a meeting with a supervisor 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.~~

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**Section 16 — ASSISTANT SUPERVISOR — RAIL<sup>13</sup>**

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

- ~~a. — All Assistant Supervisors will come from the journey worker ranks.~~
- ~~b. — The wage rate for the Assistant Supervisor shall be effective December 1, 1994, and shall be 115% of the highest Journey worker 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.a. — An assistant supervisor's duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). When the maintenance supervisor is absent for 8 hours or more, the assistant supervisor shall fill in as acting supervisor and shall be paid an additional hourly premium of \$1.25. No senior mechanic will be utilized under these conditions. When both the supervisor and assistant supervisor(s) are absent for 8 or more~~

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<sup>13</sup> Redundant see Article 3, section 2, par. 8



~~hours, the most senior mechanic will fill in as acting supervisor and 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). 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, s/he 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 s/he bids back into the position. When the assistant supervisor bids back, s/he must remain for two consecutive bids or their seniority will freeze. This applies to all maintenance departments who have assistant supervisors.~~

## **Section 17 – BUS MAINTENANCE OVERTIME**

**Par. 1.** The function of overtime is to facilitate the continuity and completion of work under unusual or extraordinary circumstances. Overtime will be used on an exception basis and is the prerogative and responsibility of maintenance managers.

- a. ~~The criteria for making overtime assignments and paying employees at the overtime rate will be based on: classification, qualification ~~current signed job function with which the work would normally be associated, (i.e. body shop employees do body work, engine rebuild employees do engine rebuild, (spotters do spotter work,) etc.)~~ then seniority. Overtime will not be offered to an employee who has been off sick until that employee has returned to work for one full workday.~~

### **Par. 2. Callout**

- a. Each ~~supervisor~~ garage shall create a list of employees on ~~their~~ each shift by seniority, classification, and ~~job duties~~ qualifications. This list is to be used for offering overtime opportunities to employees ~~on the list~~ on their RDO.
  1. Employees must indicate, at the beginning of each signup, if they want to be called for overtime. However, the supervisor must make an announcement at the beginning of each signup that they are preparing the overtime list.
- b. If overtime is deemed necessary, the supervisor will:
  1. Offer overtime on that shift to qualified employees currently working within that classification ~~and job function (i.e. A/C, Brakes, Engine Overhaul, Janitor, Steam Cleaner, Sign-out Clerk, etc.)~~ by seniority.

## **Section 21 – HIRING APPRENTICES FROM OUTSIDE**

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

**Par. 2.** ~~Notwithstanding any other provision of this Agreement, the District shall have the right to hire from the outside up to ½ of all apprentices annually in each apprentice program within the District. All newly hired apprentices, whether from within or outside the bargaining unit, shall~~

~~meet the minimum qualifications established by the District.~~

~~**Par. 3.** As provided under standards of the State of Oregon Apprenticeship and Training Council, the Joint Apprentice Training Committee (JATC) for the respective apprenticeship program will evaluate placement of an apprentice hired from the outside into the appropriate progression step of the program, and the District will pay such apprentice 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**

**Par. 1.** The function of overtime is to facilitate the continuity and completion of work under unusual or extraordinary circumstances. Overtime will be used on an exception basis and is the prerogative and responsibility of maintenance managers.

- b. The criteria for making overtime assignments and paying employees at the overtime rate will be based on: classification, current signed job function with which the work would normally be associated, (Signal, OCS, Substation, and Track) then seniority.. Overtime will not be offered to an employee who has been off sick until that employee has returned to work for one full workday.
- c. At the discretion of the supervisor, overtime may be offered to an employee who is already performing a work task or repair as a continuation of that work task or repair.
- d. At the discretion of the supervisor, overtime may be offered to work on a campaign or similar task. Overtime will be offered on a seniority basis until the appropriate number of employees is chosen. This overtime work will be paid for time spent on the task not as a call out

**Par. 2. Callout** This procedure outlines how MOW personnel are called out and how overtime is assigned to MOW personnel.

a. To ensure that defects or other maintenance issues can be addressed in a timely manner, MOW personnel must provide a primary contact number. MOW personnel are responsible to immediately notify their supervisor of any changes to their primary contact number.

b. All of the MAX lines are a single system. The responsibilities of MOW and Fare Revenue employees, (Laborers and Track, Overhead, Substation, Signal and Field Equipment Maintainers) are not limited to a single section of the railroad. The responsibility along the alignment for call-out/overtime is only divided by the above classifications. All TriMet light rail lines are treated as one single shop with multiple card swipe locations, vehicles and work equipment provided by the District.

c. If a defect or other maintenance problem requiring immediate attention occurs with no one on duty within that work classification, a determination of classification responsibility will be made and personnel within the affected classification will be called. The personnel will be

called strictly by seniority in accordance with the Working and Wage Agreement, Article 3, Section 1, Paragraph 3 (a). All TriMet MOW classifications (crafts) will have system wide responsibility without regard to their regular report locations. When called out, management will designate to which card swipe location employees are to report and pick up the necessary vehicle, safety boots, personal safety equipment, parts, tools and equipment to make the needed repairs: The senior employee will be contacted and offered the opportunity to come and make repairs.

If he/she declines or does not immediately answer the phone call, the offer will be made to each of the other classification's employees in order of seniority until the assignment can be made.

#### **ARTICLE 4 - OPERATIONS DIVISION/FACILITIES MAINTENANCE**

The March 5, 2007 Mediated Settlement Agreement for grievance #6449 is ended. Facilities Field Worker and Facilities Maintenance Worker may perform any work, which does not require state licenses.

##### **Section 1 – GENERAL**

**Par. 2.** Only those functions mutually agreed to be excluded shall be excluded. Facilities Maintenance-District employees retain the right to all work not specifically excluded. The District will maintain facilities, funding, staffing, and training for all functions necessary to maintain and repair buildings and grounds, owned or operated, in whole or in part, by or for the District. The District and the Union shall meet occasionally to add or delete items from the exclusion list by mutual consent.

##### **Section 2 - FILLING OF POSITIONS: See Article 3.Section 2.**

~~**Par. 1.** It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid-off employees of the Maintenance or Stores Department. Such vacancies will be posted on all department bulletin boards for five (5) days. If unable to fill the vacancy, it may be filled according to seniority within the District.~~

##### **Section 3 - OTHER PROVISIONS**

**Par. 1.** Facilities Maintenance employees may be used by the District to install and remove tire chains after Mechanical help has been exhausted and under a Mechanic's supervision.

**Par. 2.** All necessary hand tools will be furnished by the District.

~~**Par. 3.** The District and the Union will establish an adequate training program.~~

~~**Par. 4.** Those employees who successfully complete the above program and who bid Plant Maintenance Mechanics classification will receive Journey Level rates as established in the Maintenance Department.~~

**Par. 5.** Facilities Maintenance personnel will be provided adequate diagrams, manuals, and parts lists on facilities and systems of the District.

**Par. 6.** At least one (1) vacation opening will be available in each job classification each week at ~~the each~~ facility ~~for Plant Maintenance Mechanics~~ provided that ~~Plant Maintenance Mechanics and other~~ Facilities Maintenance employees may be assigned to another facility for any portion of the regular work shift. Any assignment of employees to another garage or facility will be solely for ~~the purpose of repairing building systems equipment and support facilities necessary for~~ the continuation of Maintenance activities.

#### **Section 5— APPRENTICE PROGRAMS**

~~**Par. 1.** 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, attend an apprenticeship program orientation of that program. The orientation will include a meeting with a supervisor 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 4 – OVERTIME**

**Par. 1.** The function of overtime is to facilitate the continuity and completion of work. The criteria for making overtime assignments will be based on: location, classification, qualification then seniority. If no qualified employee at the location accepts the overtime, assignments will be offered based on classification, qualification and seniority District wide.

- e. Overtime will not be offered to an employee who has been off sick or on paid time off until that employee has returned to work for one full workday.
- f. At the discretion of the supervisor, overtime may be offered to an employee who is already performing a work task or repair as a continuation of that work task or repair.
- g. Overtime in up to four hour blocks adjacent to a shift will be offered to the qualified employees on that shift based on seniority.
- f. With at least two-hour notice to an employee, the District may cancel an overtime assignment in its entirety.
- g. If the overtime is necessary to maintain service or preserve District assets and no employee accepts the overtime assignment, the work can be assigned to a contractor.

#### **Par. 2. Callout:**

- a. Each location shall create a list of employees on their shift by classification and seniority.
- b. If overtime is deemed necessary:
  - 1. A supervisor will call down the classification seniority list of employees on the needed shift, first within the location; second District-wide.
  - 2. In the event an employee does not answer their phone, the next person down the list will be called immediately.
  - 3. If there is an answering machine or a message is taken, a message will be left asking for a return call, but the next person down the list may be called immediately and

if prior calls have not yet been returned, once accepted no consideration will be owed to anyone called prior to that acceptance.

4. After the supervisor has made one call through the list(s) but there is still insufficient staff from within the needed classification(s), the work can be completed in any manner.

**Par. 3.** In the event of an emergency (snow and ice, security alert, earthquake, etc.) the above will not be applicable and work will be offered in a manner that will get the work done.

## **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 2.0% on December 1, 2019; with no other increases during the contract. Wage schedule attached

The current apprentice classifications that have current employees will be covered by a separate MOA, which will remain in effect for each apprentice classification until all current employees graduate or leave each classification. The raises for these classifications will track any general raise for ATU employees during this time period.

~~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.~~<sup>14</sup>

### **Section 2 – NEW JOBS AND CLASSIFICATIONS**

~~**Par 1.** The District agreed on the following policy with reference to new jobs and classifications: In the event the District creates a job or classification within the bargaining unit but not presently covered by the Labor Agreement, openings shall first be offered to District employees and filled by these employees if they can meet the qualifications of the job as established by the District. In the event an employee has the basic qualifications necessary, s/he will be given a reasonable training period to learn the details of the job. In making its selection among qualified employees, seniority in the District will be considered. Reasonable rules and procedures to administer the above paragraph shall be worked out between the District and Union, as necessary.~~

The intention of this proposal is not to change the allowance structure, only to take into account the changes in the classification structure and new job classifications.

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<sup>14</sup> See Longevity Premium A below.

Longevity Premium **A**: all union employees except Technicians, Maintainers senior parts-  
persons, and the Streetcar Superintendent, Mechanics, Wheel True Techs, LR Vehicle Body &  
Paint Techs and Senior Parts-Persons shall receive a cumulative additional:

\$ .30 after 15 years (\$.30)  
\$ .35 after 20 years (\$.65)  
\$ .65 after 25 years (\$1.30)  
\$ .50 after 30 years (\$1.80)  
\$ .50 after 35 years (\$2.30)

Longevity Premium **B**: Journeyworker Mechanics Technicians, Maintainers, and Assistant  
Supervisors, LR Vehicle Tech & Wheel True Tech shall receive a cumulative additional:

\$ .70 after 3 years (\$.70)      \$ .70 after 25 years (\$3.50)  
\$ .70 after 8 years (\$1.40)      \$ .70 after 30 years (\$4.20)  
\$ .70 after 15 years (\$2.10)      \$ .70 after 35 years (\$4.90)  
\$ .70 after 20 years (\$2.80)

**Longevity Premium C**: All purchasing and stores employees except Jr. Partspersons will receive a cumulative additional amount:

\$ .45 after 3 years (\$.45)      \$ .40 after 25 years (\$2.05)  
\$ .40 after 8 years (\$.85)      \$ .40 after 30 years (\$2.45)  
\$ .40 after 15 years (\$1.25)      \$ .40 after 35 years (\$2.85)  
\$ .40 after 20 years (\$1.65)

Tool Allowance: The employees in the following job classifications receive a tool allowance of forty-five cents (\$0.45):

- 0182 Streetcar Training Maintenance Tech
- 0451 Streetcar Mechanic
- Xxx LRV Technician Trainee
- Xxx LRV Overhaul Technician Trainee
- Xxx Electronics Technician Trainee
- Xxx LRV Overhaul Technician
- Xxx LRV Electronics Technician
- 0551 LRV Technician
- 0529 Assistant Supervisor Rail
- 0552 Wheel True Technician
- Xxx Field Technician Trainee
- 0590 Assistant Supervisor Field Technician
- 0591 Field Technician
- 0872 Assistant Sup Commuter Rail
- 0875 Maintenance Tech Com Rail Trainee
- 0888 Maintenance Tech Com Rail Vehicles
- 0918 Trainer Bus Maintenance
- 0930 Assistant Supervisor Bus

- 0931 Diesel Technician
- Xxx Bus Electronic Technician
- Xxx Bus Body and Paint Technician
- Xxx Battery Electric Bus Technician

The tool allowance will also be paid during time that an employee in these jobs are temporarily upgraded to Supervisor.

## **ARTICLE 10 - PENSION PLAN AND PERMANENT DISABILITY AGREEMENT**

### **Section 1 - PENSION**

#### **Par. 17. Joint Survivorship Annuity**

Any employee eligible to retire under the terms of this agreement on an early or regular pension may elect to take an actuarially reduced pension to provide for a 66 2/3% joint and survivor annuity with a joint annuitant properly designated by the employee, subject to restrictions imposed by tax-qualification requirements. The pension plan document shall set forth the actuarial-reduction for factors for this purpose.<sup>15</sup> ~~survivorship pension, applicable to the surviving spouse only. The actuarial reduction table for this is on file with the District.~~

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<sup>15</sup> Incorporating MOA A.26.

**Memorandum of Agreement  
Supplemental Working and Wage Agreement**

**By and between**

**Tri-County Metropolitan Transportation District of Oregon and Division 757,  
Amalgamated Transit Union**

**Related to**

**Portland Streetcar Special Project**

1. The Union and District agree that the City of Portland's intention to introduce streetcar service may benefit existing public transportation and simultaneously increase employment opportunities for Union members. It is expected that Streetcar service will be in addition to, and will not replace, existing District service. Further, the City of Portland, which will operate this service directly or through its designee, has expressed to both the Union and District its willingness to provide streetcar work opportunities for District employees represented by the Union. This agreement is limited to the special streetcar service project to be operated by the City of Portland or its designee, which are referred to below as "the City," to signify whichever entity is engaged in such operation.
2. **Streetcar Department:** The Union and District agree that District may establish a Streetcar Department in which District employees represented by Union may work in accordance with this agreement.
  - a. District will be the exclusive employer of the Streetcar Department operators, maintenance technicians, and ~~superintendents~~ streetcar controllers referred to below. The City will not be deemed for any purpose to be the employer of individuals in those positions.
3. **Selection of Streetcar Department Operators:** When the City notifies the District of the number of available openings for operators, District will offer such positions in its Streetcar Department to its bargaining unit light rail operators. ~~In filling these openings~~ The District shall choose from among light rail operator applicants. ~~bidders, selection will be by light rail operator seniority.~~ If operator positions remain unfilled after the District chooses from among applicants, light rail operators will be required to fill the positions in reverse order of their light rail operator seniority. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department Managers.
  - a. The qualifications for Streetcar Department operators include but are not limited to maintaining a current commercial driver's license.
4. **Selection of Streetcar Department Maintenance Technicians:** When the City notifies District of the number of available openings for maintenance technicians, the District will offer such positions in its Streetcar Department to its bargaining unit LRV ~~Journey Level~~ Maintenance and Overhaul Technicians ~~mechanics~~. The District shall choose from among applicants. ~~In filling these openings from among LRV Journey Level mechanic bidders, selection will be by LRV Journey Level mechanic seniority.~~ If maintenance technician positions remain unfilled, LRV ~~Journey Level~~ Maintenance Technician ~~mechanics~~ will be required to fill the positions in reverse order of their LRV



REM Journey Level mechanic Technician seniority. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department managers.

~~4. **Selection of Superintendents:** A superintendent will perform the duties set forth in the attached superintendent job description. When the City notifies the District of the number of available openings for superintendents, the District will offer such positions in its Streetcar Department to its light rail employees who apply and meet the job qualifications. The individuals selected for these openings will be determined by the District from among qualified applicants, using a selection process of the type used by District for selection of assistant supervisors, rail maintenance. If the number of applicants selected as Streetcar Department superintendents is less than the number requested by the City, the District will undertake to obtain bargaining unit applicants from outside light rail; and, after that, outside applicants for these openings. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department manager. It is understood that superintendents will not be scheduled for all shifts, and superintendent duties may be performed by managers in emergencies, when no superintendent is scheduled and on duty for a shift, or when no superintendent is immediately available to perform such duties.~~

5. **Selection of Streetcar Controllers:** When the City notifies the District of the number of available openings for Streetcar Controllers, the District will offer such positions in its Streetcar Department to its bargaining unit with Streetcar Operator experience. In filling these openings from among bidders, selection will be through a competitive recruiting/selection process. TriMet HR will advertise and screen applicants for eligibility and minimum qualifications. TriMet HR will also administer the required written assessment and computer skills test.

The City will develop and maintain the training program for Streetcar Controllers with a comprehensive final exam with an established minimum score to qualify as a Streetcar Controller.

~~5.6.~~ During Streetcar Department training and subsequent assignment in the Streetcar Department, Streetcar Department operators, maintenance technicians, and Streetcar Controllers ~~superintendents~~ will be covered by the terms of the current District/Union Working and Wage Agreement (“WWA”), and its successor agreements, unless expressly modified or replaced for the Streetcar Department by this agreement. The WWA modifications and replacements for the Streetcar Department are contained in Appendix A to this Supplemental Agreement and shall take precedence, in case of conflict, over the comparable terms in the WWA then in effect.

~~6.7.~~ **Work Assignments:** Upon completion of Streetcar Department training, employees will be assigned to 13-week schedules of Streetcar Department work in accordance with their sign ups. The work to be performed by Streetcar Department employees will be as set forth in job descriptions developed by the City and shared with the District and the Union. When District employees are in Streetcar Department training or assigned for Streetcar Department work, they may be supervised and subject to directions by the City-designated general manager, managers, administrative coordinator, or their designees. These individuals will be statutory and not in any collective bargaining unit.

- a. The City may schedule five (5) 8-hour day workweeks and/or four (4) 10-hour day workweeks.
- b. District seniority shall prevail among Streetcar Department employees for selection of open shifts, vacations, holiday time, layoffs, and recalls within their respective positions.

~~7.8.~~ **Seniority:** Streetcar Department employees in the positions of operator, maintenance technician, and superintendent will concurrently earn District seniority, Streetcar Department seniority, and seniority in the job classification, if any, from which they were transferred to the Streetcar Department. These employees are not statutory supervisors and will not be expected to make final decisions in hiring, firing, or employee discipline.

~~8.9.~~ **Overtime:** Time and one-half will be paid for hours worked in excess of 10 hours on any one 10-hour shift, or in excess of 8 hours on any one 8-hour shift.

~~9.10.~~ **Extra Board:** The District extra board and its rules will not be used for Streetcar Department work.

~~10.11.~~ **Back-up Operator Duties:** The following procedure, in the sequence indicated, will be used for performing duties of a regularly scheduled operator who is not available to perform such duties as scheduled during a shift:

- a. Regularly scheduled relief operators who are not otherwise assigned to operator duties will be assigned to perform operator duties as needed.
- b. The ~~superintendents~~ controllers may be required to perform the duties of operators when a sufficient number of regularly scheduled operators and relief operators is not immediately available to perform such work.
- c. The Streetcar Department managers may perform the duties of operators when a sufficient number of regularly scheduled operators and relief operators is not immediately available to perform such work. The parties desire to limit performance of operator duties by the managers as much as possible. District will keep records of the amount of such work and, upon the Union's request, share such records with the Union.

~~11.12.~~ **Streetcar Controller work assignments:**

- a. The District will make reasonable efforts to maintain enough full-time streetcar controllers (not counting reserve controllers) to cover all scheduled hours of the service day. The ATU and District will confer about how many streetcar controllers should be hired.
- b. Streetcar Controller shifts will be filled first by qualified Streetcar Controllers. In the event a shift is vacant, the shift will be filled by an available relief or off day Streetcar Controller. In the event there are no relief or day off Streetcar Controllers available, shifts may be filled by qualified City Supervisors.
- ~~a.~~c. Relief Streetcar Controller on duty shall also provide breaks and lunches. In the event there is no Relief Streetcar Controller on duty, then City Supervisor may provide breaks and lunches.
- ~~b.~~d. To maintain optimal staffing levels through attrition and long-term outages, the District will maintain a pool of reserve Streetcar Controllers. Both the City and TriMet will determine a benchmark minimum of reserve controllers needed to both cover work and

prevent further issues from arising. Reserve Controllers will be fully trained in the Streetcar Controller role and will work as a Streetcar Operator until a permanent vacancy arises. Reserve Streetcar Controllers must periodically work a shift to maintain their Controller qualification. Reserve Streetcar Controllers will be paid at the current Streetcar Controller rate of pay when assigned to work as a Streetcar Controller.

~~12.~~13. **Transfers to or from Streetcar Department:**

a. Streetcar Department employees in the positions of operator, maintenance technician, and ~~superintendent~~ streetcar controller, may leave the Streetcar Department and move to other bargaining unit employment in accordance with District's change of job provisions. However, once such an employee begins Streetcar Department training, s/he may not elect to leave the Streetcar Department and move to other bargaining unit employment earlier than one (1) year from the date of beginning Streetcar Department training, except as agreed to otherwise by the District and the Union.

~~a.b.~~The District may choose to remove any District employee from streetcar at any time and return them to their prior work location. The District will meet with the employee and, if the employee chooses, an ATU representative prior to making a final decision to return the employee.

~~13.~~14. **Grievances:** Streetcar Department grievances will be subject to adjustment through the WWA's grievance and arbitration procedure, except that department director references in Section 3, Paragraph 2, and in Step 1 will be deemed to mean the City-designated general manager. No grievance adjustment by the City-designated general manager under this paragraph shall be deemed to establish practice or any precedent for non-Streetcar Department operations. Grievance adjustments upholding a Streetcar Department employee's termination of employment will apply to District employment as a whole.

~~14.~~15. **Other Services:** The City may contract with the District and/or contractors other than the District for any work that it does not assign to District Streetcar Department employees, provided however, that the District shall undertake to reach agreement with the City to provide Streetcar maintenance-of-way (MOW) services, as specified in subparagraph (a). In addition, representatives of the manufacturer of streetcar equipment may perform installation, maintenance, and testing on such equipment under warranty.

c. The Streetcar MOW services referred to above are for overhead electrification, traction substations, rail signals, and powered track switches. The District shall offer these services to the City, both regularly scheduled as well as unscheduled. It is agreed, however, that when the District is unable to timely furnish such services due to work scheduling constraints, hours-of-service limitations, unavailability of sufficient qualified personnel, or needs to reserve sufficient personnel to respond to potential District emergencies, the District shall promptly notify the City, with a copy to the Union, in which case the District and the Union do not object to the City's use of other resources to perform that particular work.

i. Until one (1) year after the commencement of scheduled streetcar revenue service, the Union will also not grieve, protest, or otherwise object to the

District's reasons for not furnishing such services. However, at the end of this period, the District will meet with the Union, upon request, to review such reasons and to determine whether or not there are mutually agreeable means to avoid similar inability to timely furnish such services in the future. Further, the District and the Union will negotiate in good faith a process by which such contracting out decisions may be grieved or protested and against whom the protest or grievance might be filed.

- d. Nothing in this agreement prevents the City from performing Streetcar work with its own employees, including but not limited to the services referred to in subparagraph (a) above. However, the District may not assign the regular work of Streetcar Department operators, maintenance technicians, or superintendents to the City, except for cleaning of vehicles, and as otherwise expressly provided for in this agreement.

IN WITNESS WHEREOF, the District and the Union have caused these presents to be executed by their duly authorized officers Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2018~~2020.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON

AMALGAMATED TRANSIT UNION  
LOCAL 757

**Portland Streetcar Special Project**

**APPENDIX A**

**No changes**

Side Letter by and Between TriMet and ATU  
Meal and Break Periods and Restroom Facilities

The Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the Amalgamated Transit Union, Division No. 757 ("the Union") (collectively the "Parties") agree to the following terms relative to the scheduling of break and meal periods and the provision of restroom facilities for bus and rail operators. This side letter shall be effective upon mutual and complete execution by the Parties. ~~The Parties agree to meet in twelve months to evaluate the application of this agreement and discuss any areas requiring improvement.~~ Meal and rest breaks will be a reoccurring topic for the Scheduling Labor Management Committee meetings and may be brought up at the Labor Relations Meeting, or ATU can call a special meeting for that purpose. On request, TriMet will provide ATU with a report detailing meal breaks for each run, and related data it has.

1. TriMet will insure when it schedules runs, adequate break/ layover time to be used for meal breaks and restroom breaks will be built into the schedule on any straight run that contains more than ~~seven hours and thirty minutes~~ six hours and one minute of paid time. TriMet will space the meal breaks and restroom breaks reasonably throughout the course of the run, which includes not having a break at the start or finish of a run. Adequate break/ layover time is defined as; 1) a minimum of one 20 minute uninterrupted paid meal break and two ten minute breaks, or 2) up to 15% of scheduled runs may contain three 15 minute uninterrupted breaks. The recovery or layover time as provided for in Article 11, Section 1, Par. 9 (f) of the WWA will not be included in the meal break time calculation. There shall be no other scheduled break periods or meal periods for operators except the remainder of the layover/recover periods as set forth in the WWA. The language contained in Article II, Section 1, Par. 9(f) regarding recovery or layover time shall be deemed fully met and satisfied by this side letter.
2. Notwithstanding any other provision in this Side Letter, the Parties recognize that a limited number of scheduled runs are desirable to operators without the provision of a meal and restroom break described above in Paragraph 1. Thus, the parties agree that up to ~~five percent (15%)~~ ten percent 10% of runs need not be scheduled in accordance with the requirements for meal and rest breaks described in Paragraph 1, provided, however, that these exempt scheduled runs shall minimally provide the following:
  - a. For an exempt scheduled run of at least eight (8) hours, but less than ten (10) hours, the cumulative layover time scheduled for the run shall be at least sixty (60) minutes.
  - b. For an exempt scheduled run often ten (10) hours or greater, the cumulative layover time scheduled for the run shall be at least seventy five (75) minutes.
  - c. ~~Prior to each sign up, TriMet will provide ATU with a report detailing which category of meal break is contained with various runs.~~  
The parties agree to revisit the 15% threshold at their 12-month status review.
3. An operator shall be permitted such unscheduled time as is necessary for use of the restroom, despite that such use may cause the operator to run late. Operators are further

entitled to briefly depart a scheduled route for the purpose of accessing a restroom when an on-route designated restroom is not readily available or physical needs of the operator require a restroom break. When an operator goes off route to access a restroom, he or she shall notify dispatch.

4. TriMet is committed to ensuring there are clean, convenient, and sufficient restroom facilities available for all operators on all lines and will provide a list of designated facilities to the ATU prior to each sign-up. Restroom facilities owned or controlled by TriMet are preferable, but cannot be provided in many locations. Consequently, arrangements between TriMet and other entities, such as convenience stores or local businesses, will be necessary. TriMet and the Union recognize that many factors, such as change in hours of operation of these contracted businesses providing facilities, can alter their availability. To ensure that TriMet's goal of providing sufficient restroom facilities is consistently met, an operator, or the ATU (on behalf of an operators), may submit a notice to TriMet about the lack of sufficient restroom facilities. TriMet will respond within 30 days to any such notice with either: (i) a plan and timetable for when such additional facilities shall be provided; or (ii) an explanation of why, in TriMet's opinion, the current facilities are sufficient. If ATU is unsatisfied with TriMet's explanation that the current facilities are sufficient, the parties will meet to discuss.
5. An operator, or the AID on behalf of an operator, may submit a report to TriMet if it is believed that their scheduled meal and break periods cannot be consistently achieved as scheduled for a particular run. Such reports shall be copied to the AID. TriMet shall investigate the claim and determine: (i) the frequency of failure to achieve request meal and rest break periods during the six (6) month period preceding the report, and (ii) the cause of any failure to achieve a consistent meal and rest break (s). The analysis conducted by TriMet will be shared with the Union. TriMet will respond as follows:
  - a. If it is determined that the scheduled run cannot achieve the required meal and/or rest break(s) at least 80 % of the time, and that the cause of such failure to achieve the meal and/or break(s) is attributable to route factors, then TriMet shall adjust the run schedule at the next sign up. For those reported problems that are verified as noted above, but for which time does not permit adjustment by the beginning of the next sign up, the adjustment will take place by the sign up following the next sign up or TriMet will meet with the ATU to discuss the situation and possible remedy. Route factors shall include non-variable road conditions, signals and passenger loads but shall not include temporary disruptions to service, including those occasioned by special events, short-term construction scheduled to be completed before the end of that particular sign up, or weather conditions.
  - b. If it is determined that the scheduled run cannot achieve the required meal and/or rest break(s) at least 50% of the time, and that the cause of such failure to achieve the meal and/or rest break(s) is attributable to route factors, as defined in paragraph 5a, then the TriMet shall promptly adjust the run schedule or TriMet will meet with the ATU to discuss the situation and possible remedy.

- c. ~~In the event that TriMet requests a meeting with Transportation Executive Board Officers to assign in resolution of a scheduling problem, TriMet will pay for the time spent at the meeting.~~

**MOA: Transition of employees from current classification system to new classification system**

Background:

Effective with the new contract:

1. All Apprentice classifications will sunset when current apprentices graduate or leave the program.
2. Service Worker/Helper<sup>16</sup> Is discontinued and replaced with:
  - Bus Service Worker
  - REM Service Worker (non-CDL)
  - Facilities Service Worker (non-CDL)
2. Journey Worker Mechanic Is discontinued and replaced with:
  - Diesel Technician
  - Bus Electronic Technician
  - Bus Body and Paint Technician
3. Journey Worker LRV Mechanic: Is discontinued and replaced with:
  - LRV Technician
  - LRV Overhaul Technician
  - LRV Electronics Technician

Agreement:

The following outlines the party's agreement on transitioning employees from the current job classifications to the new ones under the new contract.

1. Apprentices: All current apprentices will continued in their program until they graduate or leave the program. Their pay will increase by the general wage increases during that period.
2. Service Worker/Helper
  - 2.1. Maintenance will hold a sign up for all Helpers and Service Workers to choose which classification they want to work in going forward: Bus Service Worker, Rail Maintenance Service Worker, or Facilities Service Worker classification.
  - 2.2. If more employees choose a particular job classification than positions are available, the District will create an extra list and move those employees in seniority order into the classification as it fills vacancies in that job classification over time.
  - 2.3. Until an employee is moved to their choice of job classification, they must continue to sign up for work in the other Service worker classifications.

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<sup>16</sup> Helper is a premium pay code for grandfathered employees, not a separate classification



2.4. Once moved to the classification of their choice, employees will only retain bidding seniority in the classification they choose and will not be able to bid to the other Service Worker classifications.

2.5. However, in the event of a layoff, they will retain their Service Worker classification seniority and if laid off from their new classification, the right to bump into another Service Worker position. They would be able to bump into a vacancy or to bump an employee with the least Service Worker seniority (example: a Service worker with 10 years of seniority who chooses to move to REM Service worker will retain 10 years of layoff seniority)

3. Journey Worker Mechanic:

3.1. Maintenance will hold a sign up for the Bus Electronic Technician and Bus Body and Paint Technician. The senior qualified bidders will be placed in these positions and will gain seniority in the classification they bid in order of their Journey Worker Mechanic seniority.

3.2. Bidding from that point on within each classification will be based on that new seniority in each classification.

3.3. Successful bidders will not have bid seniority in the Diesel Technician classification. However, they will retain layoff seniority in Diesel Technician if they are laid off from their new job classification

3.4. All employees not to bid into Electronic Tech and Body Tech will have full seniority for layoff and bidding purposes as Diesel Technicians going forward.

4. Journey Worker LRV Mechanic:

4.1. LRV Electronic Technician:

a. Maintenance will hold a sign up for the LRV Electronic Technician for those employees currently qualified to perform that work. The senior qualified bidders will be placed in these positions and will gain seniority in the LRV Electronic Technician in order of their Journey Worker LRV Mechanic seniority.

b. Bidding from that point on within the LRV Electronic Technician classification will be based on that new seniority.

c. Successful bidders will not retain bid seniority in the LRV Technician or Overhaul classifications. However, they will retain layoff seniority in LRV Technician if they are laid off from LRV Electronic Technician.

4.2. Maintenance will hold a sign up for all employees not placed in LRV Electronic Technician to choose which classification they want to work in going forward: LRV Technician or LRV Overhaul Technician

4.3. If more employees choose a particular job classification than positions are available, the District will create an extra list and move those employees in seniority order into the classification as it fills vacancies in that job classification over time.

4.4. Until an employee is moved to their choice of job classification, they must continue to sign up for work in the other classification.

4.5. Once moved to the classification of their choice, employees will only retain bidding seniority in the classification they choose and will not be able to bid to the other classifications.

1.1.4.6. However, in the event of a layoff, they will retain all their LRV Mechanic classification seniority and if laid off from their new classification, the right to bump into another LRV classification. They would be able to bump into a vacancy or to bump the employee with least LRV mechanic seniority.

### **Tuition Reimbursement Pilot project:**

#### Purpose:

To provide ATU employees with funding to learn the basic concepts necessary for Trainee positions in REM and MOW, and demonstrate an aptitude to be successful in a trainee program likely. Note these classes do not constitute the minimum qualifications for the trainee classifications, but will allow TriMet to provide a promotional path for current employees.

#### Program outline:

1. Duration: The initial pilot is intended to last four years from Fall term 2021. When the parties bargain the next contract, one of the topics will be whether to extend this initial timeline.
2. All classes will be through Portland Community College; PCC.
3. Employees are responsible for qualifying to take classes including passing the college placement exam with PCC.
4. TriMet will directly pay tuition for up to five (5) classes; the three below and two prerequisites if needed.
5. Employees must maintain a C grade in each class to continue to be eligible for pre-payment of the next class. If an employee fails to achieve a C grade, they will only be eligible to continue in the program after they have taken the class again at their own expense and received a C.
6. TriMet will pay for each class in advance for eligible employees.
7. Only twenty (20) employees may be enrolled in any given school term
8. An employee may only take two classes during the same term.
9. Employees will only be eligible for the program for a three year period.
10. Course requirements:
  - a. APR 121 - Introduction to Electricity and Circuits
  - b. MT 111 – Electronic Circuits and Devices I
  - c. MT 102 – Introduction to Semiconductor Devices
11. If an Employee successfully passes the three required classes and meets attendance, discipline and driver license requirements, they may apply for Trainee vacancies when they are open for recruitment. An internal candidate meeting these requirements will be hired before an external trainee is hired.





New classifications in Red

2% Increase for 12-1-19

Deleted classifications struck through

|         |                                                             | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon | 7th 6 Mon | Hired before 4/1/89 |
|---------|-------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------------|
| 944/945 | <del>Bus Cleaner/Bus Service Worker/ CDL Rail Service</del> | \$18.38   | \$19.48   | \$20.81   | \$22.39   | \$24.02   | \$25.62   | \$26.61   | \$31.22             |
| XXX     | Rail Service Worker - Non-CDL                               | \$18.38   | \$19.48   | \$20.81   | \$22.39   | \$24.02   | \$25.62   | \$26.61   |                     |
| XXX     | Facilities Service Worker Non-                              | \$18.38   | \$19.48   | \$20.81   | \$22.39   | \$24.02   | \$25.62   | \$26.61   |                     |
| 946/947 | Service Worker Spotter/Service Worker                       | \$19.96   | \$21.06   | \$22.39   | \$23.97   | \$25.60   | \$27.20   | \$28.19   |                     |
|         |                                                             |           |           |           |           |           |           |           |                     |
|         |                                                             | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon | 7th 6 Mon | 8th 6 Mon           |
| 937/543 | MMIS Clerk/MMIS                                             | \$16.87   | \$18.77   | \$19.43   | \$21.24   | \$23.49   | \$25.98   | \$28.49   | \$31.23             |
| 984     | Data Technician                                             | \$25.65   |           |           |           |           |           |           |                     |
| 590     | Asst Superv-Field Technician                                | \$42.93   |           |           |           |           |           |           |                     |
| 529     | Asst Superv-LRV Mechanic                                    | \$39.15   |           |           |           |           |           |           |                     |
| 566     | Asst Superv-O/H Traction                                    | \$42.93   |           |           |           |           |           |           |                     |
| 556     | Asst Superv-Signals                                         | \$40.98   |           |           |           |           |           |           |                     |
| 564     | Asst Superv-Track Maintainer                                | \$40.98   |           |           |           |           |           |           |                     |
| 780     | Asst Superv-Traction                                        | \$42.93   |           |           |           |           |           |           |                     |
| 526     | Supervisor Rail Maintenance                                 | \$40.42   |           |           |           |           |           |           |                     |
| 563     | Supervisor Rail MOW/Field                                   | \$44.21   |           |           |           |           |           |           |                     |
|         |                                                             |           |           |           |           |           |           |           |                     |
|         | <b>Rail Equipment Maintenance</b>                           | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon | 7th 6 Mon | 8th 6 Mon           |
| 573     | LRV Apprentice Mechanics                                    |           |           |           |           |           |           |           |                     |
| XXX     | LRV Technician Trainee                                      | \$25.29   | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |                     |
| XXX     | LRV Overhaul Technician                                     | \$25.29   | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |                     |
| XXX     | LRV Electronics Technician                                  | \$25.29   | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |                     |
| 568     | Signal Maintainer Apprentices                               |           |           |           |           |           |           |           |                     |
| XXX     | Signal Maintainer Trainee                                   | \$25.29   | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |                     |

New classifications in Red

2% Increase for 12-1-19

Deleted classifications struck through

|     |                                                         |         |           |           |           |           |           |           |
|-----|---------------------------------------------------------|---------|-----------|-----------|-----------|-----------|-----------|-----------|
| 551 | <del>Journeyworker LRV Technician</del> <b>Mechanic</b> | \$34.04 |           |           |           |           |           |           |
| XXX | <del>LRV Overhaul Technician</del>                      | \$34.04 |           |           |           |           |           |           |
| XXX | <del>LRV Electronics Technician</del>                   | \$34.04 |           |           |           |           |           |           |
| 451 | <del>Journeyworker Mech.</del>                          | \$34.04 |           |           |           |           |           |           |
| 182 | <del>Streetcar Maint Training Tech</del>                | \$35.57 |           |           |           |           |           |           |
|     |                                                         |         |           |           |           |           |           |           |
|     | <b>Field Equipment</b>                                  |         | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon |
| XXX | <del>Field Technician Trainee</del>                     | \$25.29 | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |
| 591 | <del>Journeyworker Field</del>                          | \$37.33 |           |           |           |           |           |           |
| 592 | <del>Field Technician Apprentice</del>                  |         |           |           |           |           |           |           |
|     |                                                         |         |           |           |           |           |           |           |
|     |                                                         |         | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 3rd Year  |
| 569 | <del>Overhead Traction</del>                            |         |           |           |           |           |           |           |
| XXX | <del>Overhead Power Trainee</del>                       | \$25.30 | \$26.79   | \$27.84   | \$29.64   | \$31.79   |           |           |
| 531 | <del>Journeyworker Overhead Power Maintainer</del>      | \$37.33 |           |           |           |           |           |           |
| XXX | <del>Signal Maintainer Trainee</del>                    | \$25.29 | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |
| 541 | <del>Journeyworker Signal</del>                         | \$35.64 |           |           |           |           |           |           |
|     |                                                         |         |           |           |           |           |           |           |
|     |                                                         |         | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 3rd Year  |
| 570 | <del>Traction Substation Technician Apprentices</del>   |         |           |           |           |           |           |           |
| XXX | <del>Traction Substation Technician Trainee</del>       | \$25.30 | \$26.79   | \$27.84   | \$29.64   | \$31.79   |           |           |
| 779 | <del>Journeyworker Traction Substation Maintainer</del> | \$37.33 |           |           |           |           |           |           |
| 540 | <del>Journeyworker Track</del>                          | \$35.64 |           |           |           |           |           |           |
| XXX | <del>Track Trainee</del>                                | \$25.29 | \$26.58   | \$27.93   | \$29.02   | \$30.71   | \$31.79   |           |
| 552 | <del>Wheel True Technician</del>                        | \$34.25 |           |           |           |           |           |           |

New classifications in Red

2% Increase for 12-1-19

Deleted classifications struck through

|         |                                                       | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | Top Rate |             |             |           |           |           |           |           |           |
|---------|-------------------------------------------------------|-----------|-----------|-----------|-----------|----------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|
| 553     | Light Rail Vehicle Body & Paint                       | \$25.88   | \$27.54   | \$29.30   | \$31.07   | \$33.05  |             |             |           |           |           |           |           |           |
|         |                                                       |           |           |           |           |          | 1st 6 Mon   | 2nd 6 Mon   | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon | 7th 6 Mon | 8th 6 Mon |
| 561     | Maintenance of Way Laborers                           | \$19.01   | \$20.33   | \$21.71   | \$23.72   | \$26.05  | \$28.42     | \$30.73     | \$33.37   |           |           |           |           |           |
| 537     | Pressure Washer                                       | \$32.43   |           |           |           |          |             |             |           |           |           |           |           |           |
|         |                                                       |           |           |           |           |          | 1st 6 Mon   | 2nd 6 Mon   | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon | 7th 6 Mon | 8th 6 Mon |
| 559     | <del>Interior Cleaner/MMIS Relief-Cleaner</del>       | \$17.03   | \$18.38   | \$19.48   | \$20.81   | \$22.39  | \$24.02     | \$25.62     | \$26.61   |           |           |           |           |           |
| 981     | Vehicle Maintainer(Non-                               | \$34.04   |           |           |           |          |             |             |           |           |           |           |           |           |
| 533     | Helpers/Wayside Cleaners                              | \$31.79   |           |           |           |          |             |             |           |           |           |           |           |           |
| 872     | Assistant Superv Commuter                             | \$39.15   |           |           |           |          |             |             |           |           |           |           |           |           |
| 875     | Commuter Rail Tech – Trainee                          | \$34.04   |           |           |           |          |             |             |           |           |           |           |           |           |
| 888     | Commuter Rail Maintenance                             | \$34.04   |           |           |           |          |             |             |           |           |           |           |           |           |
| 368     | Senior Storekeeper*                                   | \$37.57   |           |           |           |          |             |             |           |           |           |           |           |           |
| 371     | Assistant Storekeeper*                                | \$35.77   |           |           |           |          |             |             |           |           |           |           |           |           |
|         |                                                       |           |           |           |           |          | 1st 2 years | 2nd 2 years | 5th year  | Sr Prtspn |           |           |           |           |
| 376     | Junior Partsperson                                    | \$31.79   | \$32.42   | \$32.83   | \$34.07   |          |             |             |           |           |           |           |           |           |
| 964     | Assistant Supervisor                                  | \$39.15   |           |           |           |          |             |             |           |           |           |           |           |           |
| 980     | <del>Janitors (hired after 9/11/85)</del>             |           |           |           |           |          |             |             |           |           |           |           |           |           |
| 967     | Lead Landscaper                                       | \$32.82   |           |           |           |          |             |             |           |           |           |           |           |           |
| 557/968 | <del>Plant Maintenance Mechanic-Technician -LME</del> | \$34.04   |           |           |           |          |             |             |           |           |           |           |           |           |
| XXX     | Facilities Maintenance                                | \$32.43   |           |           |           |          |             |             |           |           |           |           |           |           |
|         | <del>Plant Facilities Field</del>                     |           |           |           |           |          |             |             |           |           |           |           |           |           |
| 965     | Maintenance Technician-                               | \$32.43   |           |           |           |          |             |             |           |           |           |           |           |           |
| 963     | Supervisor Facilities                                 | \$40.42   |           |           |           |          |             |             |           |           |           |           |           |           |

New classifications in Red

2% Increase for 12-1-19

Deleted classifications struck through

|     |                               |           |           |           |           |           |           |           |
|-----|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 970 | Transportation Janitor        |           |           |           |           |           |           |           |
| 969 | Transportation Lead Janitor   |           |           |           |           |           |           |           |
|     |                               | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | 6th 6 Mon | 7th 6 Mon |
|     |                               | 8th 6 Mon |           |           |           |           |           |           |
| 572 | Apprentice Plant Mechanic     |           |           |           |           |           |           |           |
|     |                               | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | Top Rate  |           |
| 974 | Landscaper/Maintenance        | \$24.32   | \$25.92   | \$27.57   | \$29.17   | \$30.81   | \$32.43   |           |
| 966 | Landscaper Assistant          | \$22.06   |           |           |           |           |           |           |
| 432 | Buyers                        | \$37.57   |           |           |           |           |           |           |
| 733 | Fare Revenue Specialists*     | \$33.36   |           |           |           |           |           |           |
| 323 | Finance Clerk*                | \$33.36   |           |           |           |           |           |           |
| 331 | Money Room Clerk*             | \$40.12   |           |           |           |           |           |           |
| 330 | Money Room Supervisor*        | \$41.36   |           |           |           |           |           |           |
| 378 | Purchasing Clerk              | \$34.07   |           |           |           |           |           |           |
| 322 | Senior A/P Clerk*             | \$37.53   |           |           |           |           |           |           |
| 373 | Senior Buyers*                | \$39.36   |           |           |           |           |           |           |
| 340 | Senior Payroll Clerk*         | \$37.53   |           |           |           |           |           |           |
| 336 | Timekeeper*                   | \$41.36   |           |           |           |           |           |           |
| 736 | TTO Office Asst. Supervisor*  | \$36.51   |           |           |           |           |           |           |
| 716 | TTO Office Supervisor         | \$39.40   |           |           |           |           |           |           |
| 437 | Coord. Crime Prevention &     | \$38.54   |           |           |           |           |           |           |
| 731 | Customer Service              | \$33.71   |           |           |           |           |           |           |
| 710 | Information Center Supervisor | \$39.40   |           |           |           |           |           |           |
| 730 | Information Development       | \$39.40   |           |           |           |           |           |           |
| 732 | Information Development       | \$38.20   |           |           |           |           |           |           |
| 735 | Special Needs Information     | \$33.34   |           |           |           |           |           |           |
|     |                               |           |           |           |           |           |           |           |
|     |                               | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | Top rate  |           |           |
| 715 | Field Outreach & Comm         | \$16.32   | \$17.34   | \$18.36   | \$19.38   | \$20.40   |           |           |



New classifications in Red

2% Increase for 12-1-19

Deleted classifications struck through

|     |                            | 1st 6 Mon | 2nd 6 Mon | 3rd 6 Mon | 4th 6 Mon | 5th 6 Mon | Top Rate |
|-----|----------------------------|-----------|-----------|-----------|-----------|-----------|----------|
| 714 | Customer Experience Agent  | \$18.81   | \$20.04   | \$21.28   | \$22.45   | \$23.68   | \$24.89  |
| 985 | Coordinator Signs/Shelters | \$36.35   |           |           |           |           |          |
|     |                            |           |           |           |           |           |          |
| xxx | Operation Services         | \$36.28   |           |           |           |           |          |