

TriMet's Article 4 - Facilities initial contract proposal
January 23, 2020

TriMet reserves the right to make additional proposals in any part of the contract at any time prior to its statutory Last Best Offer.

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

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

ARTICLE 4 - OPERATIONS DIVISION/~~FACILITIES MAINTENANCE~~FACILITIES MANAGEMENT

Section 1 – GENERAL

Par. 1. The ~~Facilities Maintenance~~Facilities Management Department consists of those functions necessary to maintain and repair the buildings and grounds of the District.

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.

Par. 3. Seniority by classifications as established herein shall prevail in the performance of work done in Paragraph 1, qualifications considered.

Par. 4. Wages and working conditions shall conform to those prescribed for the Maintenance Department and as set forth in the Wage Schedule except as otherwise noted in this Article.

Par. 5. Any employee of the ~~Facilities Maintenance~~Facilities Management Department who holds seniority in the Maintenance Department may, during the term of this agreement or any extension thereof, exercise that seniority one time only to transfer to the Maintenance Department.

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~~Facilities Management 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~~Facilities Management 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~~Facilities Management 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 4 – JANITORS¹~~

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

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

~~Par. 3. The District retains the options to assign janitorial work to non-bargaining unit personnel. Present Janitors and Extra Janitors as of the date of ratification shall be allowed to retain their present positions for the life of this agreement. This provision shall not apply to Maintenance Janitors.~~

~~Section 5 – APPRENTICE 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.~~

- ~~a. 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.~~
- ~~b. 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.~~
- ~~c. 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.~~

¹ TriMet has no janitors

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, the supervisor will:

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 declared by the General Manager, (snow and ice, security alert, earthquake, etc.) the above will not be applicable.

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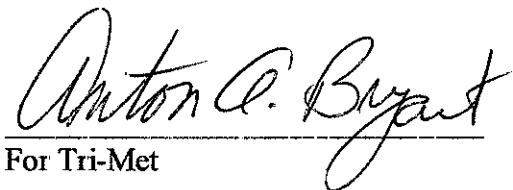
Subject: Grievance #6449 – Plant Maintenance Tech doing Plant Maintenance Mechanic Work

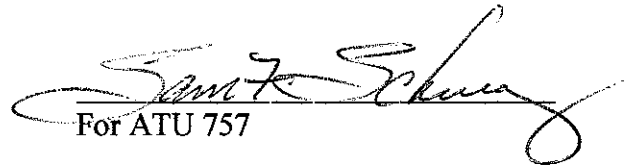
**Mediated Settlement Agreement
March 5, 2007**


It is agreed that the Plant Maintenance Tech will not perform work of the Plant Maintenance Mechanic which involves the installation, removal, replacement, maintenance, repair, welding, assembly or disassembly of items described in a, d, and k through bb on the list on page 10 of the PMM apprentice program (see attached) including any lighting, electrical or mechanical system or equipment involving Tri-Met buildings or facilities.

In addition, Tri-Met agrees to pay 24 hours straight time wages to each Plant Maintenance Mechanic working out of Center Street who is listed on the September 25, 2005 and April 9, 2006 sign-up report.

Those mechanics are: Patrick Doty, Mark Holland, Richard Kisner, David Patton and Ernest Sluter.


For Tri-Met


For ATU 757


Paul F. Stuckenschneider
Mediator/Arbitrator

Attachment to Mediated Settlement Agreement, Grievance #6449 on March 5, 2007

Referenced excerpted items, a, d, k through bb from page 10 of Plant Maintenance Mechanic Apprentice Program:

- a. Electricity and electronics
- d. Instrumentation and controls
- k. Plumbing
- l. HVAC
- m. Fuel systems
- n. Bay doors
- o. Hydraulics and pneumatics
- p. steam cleaner
- q. Paint booth
- r. Jib cranes
- s. Tricellerator (waste water system)
- t. Lube equipment
- u. Air pumps
- v. Lift Equipment
- w. Parts cleaner
- x. Wash rack
- y. LRV (light rail equipment)
- z. PLC
- aa. FMIS computer system (maintenance management systems)
- bb. Lathes and brake equipment

AAB