

**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 seniority. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department managers.

- 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. Both the City and TriMet will participate in the 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.

~~**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.~~

- ~~5.6.~~ 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.

12. 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.

11.13. 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~~.14. **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~~.15. **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~~.16. **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.

- a. 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.
- b. 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

The following provisions of the current District/Union Working and Wage Agreement (“WWA”) are either modified or replaced for the Streetcar Department, as indicated below. These modifications and replacements shall take precedence, in case of difference, over the comparable terms in the WWA then in effect.

1. “Department Manager” references will be changed to “the City-designated General Manager” in Article 1, Section 4, Paragraph 3; and Sections 9, Paragraph 4e and Paragraph 6c.
2. The “Department Director” reference in Article 1, Section 4, Paragraph 6, will be changed to “the City-designated General Manager.”
3. In Article 1, Section 4, Paragraph 4, the references to “District” will include “the City.”
4. The following provisions will be inapplicable to the Streetcar Department. Article 1, Section 7, Paragraph 3i and Section 19, Paragraph 8; Article 2, Section 1, Paragraphs 1, 2g, 2h, 3, 5b, 5e, 6f, 9f, 9g, 9h, 10, and 11; Sections 2-8; and Section 9, Paragraphs 4, 7, 8, and 9; Article 3, Section 1, Paragraphs 5-7 and 9; Article 3, Section 2; Article 3, Section 3, Paragraph 1c; Article 3, Section 4, Paragraphs 1b and 1c; Article 3, Sections 7-11 and 14-16; and Articles 4 through 7.
5. During the first year after an employee begins Streetcar Department training, Article 1, Section 12, Paragraph 2b (7), will be inapplicable to the employee.
6. District’s probationary employees under Article 1, Section 19, Paragraph 3 will not be eligible to apply for Streetcar Department openings.
7. Including with respect to Article 2, Section 1, Paragraph 8, the laying off and reemployment of Streetcar Department employees will be handled separately from other District departments, and District seniority shall govern in Streetcar Department laying off and reemployment of employees.
8. Superintendents will be paid a flat rate of \$28.25 per hour, subject to future CPI-W West (B/C) (populations under 1.5 million) increases under the WWA, but no longevity pay.
9. Instead of Article 2, Section 8, the Streetcar Department will furnish required uniforms and will reimburse Streetcar Department employees up to the amounts provided for in Article 2, Section 8, Paragraph 2.
10. All Streetcar Department employees will report to work at Streetcar’s maintenance facility.
11. No more than two (2) operators, one (1) maintenance technician, and one (1) superintendent will be authorized to take vacation on the same date(s), except that the Streetcar Department will honor vacation times signed up for prior to

1/23/20

Given union:

transferring to the Streetcar Department. This number of employees in a classification may be increased by mutual agreement of the parties if the number of employees in the classification increases.