

10/10/19

Given union:

TriMet's 2019 Initial contract proposal

ARTICLE 1 GENERAL PROVISIONS

October 10, 2019

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 agreements.

1)

Section 1 – TERM OF AGREEMENT

Par. 1. Effective Date

This Agreement shall remain in effect from December 1, ~~2016~~2019, through November 30, ~~2019~~2022, as amended, and ~~the parties will initiate bargaining and exchange proposals pursuant to ORS 243.712 on August 1 2022. 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.

2)

Section 1 – TERM OF AGREEMENT

Par. 4 If the Affordable Care Act excise tax on high cost employer sponsored benefit plans is not delayed past the 2023 benefits year, TriMet may reopen the Medical, Prescription Drug, Dental and Vision provisions (Article 1. Section 9, Par 1) of this agreement. The purpose of bargaining will be to alter benefits so the District is not subject to the excise tax. Bargaining will be pursuant to ORS 243.698, with the exception that if the first meeting does not result in a new agreement, the parties will select an arbitrator and schedule the arbitration no later than 120 days after TriMet’s notice to ATU invoking this provision. TriMet may invoke this provision when it determines it needs to.

3)

Par. 5. 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 and the District’s Executive Director of Labor Relations & Human Resources or the Director of Labor Relations & Human Resources¹ shall be the exclusive signatories to side letters, supplemental agreements, and memorandum of understanding agreements between the parties.

¹ MOA A.41

4)

Section 2 UNION

Par. 2. Membership (Incorporate MOA 34 New Hire Orientation and Janus)

- a. 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 5th 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.~~

5)

Section 4 – DISCIPLINE

Par 2. All discipline ~~of anfor~~ 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.

6)

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.~~

7)

Section 8 – HOLIDAYS

Par. 1. Whenever in this Agreement premium time is specified for, or working conditions based on work performed on holidays, it shall be construed to mean work performed on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Veteran's Day Holiday for Veterans will be observed as provided by Oregon law. Whenever any of the above-named holidays falls on a Sunday, the following Monday shall be observed as such holidays. Employees (other than Mini-Run Operators, who are discussed in Article 2, Section 2, Paragraph 6) shall receive eight (8) hours pay at their regular straight-time rate for each of such paid holidays, subject to the requirement that the employee must have worked or be on Union business, vacation or other paid leave on their work days immediately before and after the holiday.

~~**Par. 2**~~ ~~except that i~~ If an employee performs work on a paid holiday, they shall receive holiday pay as computed above, in addition to their pay for the time actually worked, which shall be at the employee's overtime rate.

Par 3. Notwithstanding the foregoing, the following applies to employees (other than Mini-Run Operators, which is discussed in Article 2, Section 2, Paragraph 6) who normally work a 4-10 shift: If the holiday falls on their day off, they will be paid 8 hours holiday pay. If the holiday falls on their normal day to work, but they take the day off, they will be paid 10 hours holiday pay subject to the requirement paragraph 1 above. If the employee works the holiday, they will receive 10 hours pay plus 8 hours holiday pay. They must work 10 hours. An employee's birthday is a holiday for that employee.

8)

Section 12 – CONTINUOUS SERVICE DEFINITION

Par. 1. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, it shall be interpreted to mean employment without a break with the District, or with either Portland Traction Company, Rose City Transit Company, or the Blue Lines, where employee service was continuous through successive takeovers to the present. Employees who came directly from Vancouver-Portland Bus Company to the District and who are employed by the District as of April 1, 1979, are to receive past service credit for pension and vacation purposes.

Par. 2.

- a. Continuity of service shall be broken and seniority shall terminate:
1. By resignation.
 2. By discharge.
 3. By failure to return to work from layoff within thirty (30) days when called.
 4. By absence without leave for five (5) days.
 5. By layoff of twelve (12) months or more.
- b. Continuity of service shall not be broken and seniority shall not terminate:
1. By a layoff due to reduction in force of less than five (5) years.
 2. By an authorized leave of absence.
 3. By a leave of absence to serve in the armed forces of the United States, as provided by law.
 4. By absence due to authorized vacation.
 5. By a leave of absence protected under Oregon Sick Leave, FMLA or OFLA~~due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the District and the Union. The District shall provide thirty (30) days written notice of broken continuity of service and termination of seniority to the Union and the employee, at the employee’s last known address. For the purposes of this Paragraph, a return to work shall not constitute a break in the period of absence until such time as the employee has completed thirty (30) calendar days in his/her regular work assignment. Time worked in light duty shall not be deemed time worked in the employee’s regular work assignment. This provision shall not affect an employee’s statutory right to reemployment in an available and suitable position. This time for continuous service as described in this paragraph may run concurrent with any other protected leaves an employee may qualify for, including FMLA, OFLA, and the ADA Amendments Act.²~~
 6. By leave of absence of any duration to serve as an official of the Union.
 7. By promotion to a supervisory position with the District.

² Changes the 12 months of leave and benefits to the length of protected leave only; employees may exercise COBRA self-pay rights if medically terminated.

8. By leave of absence to serve in the Oregon State Legislature.

c. Continuity of service shall be broken:

By granting leave of absence to work for the following organizations in excess of six months:

- Oregon State AFL-CIO
- National AFL-CIO
- Any Oregon County Labor Council

Provided, however, seniority rights in choice of work and rate of pay only shall not terminate. Upon election or appointment to a job in these Associations, the officer or employee shall upon request be granted six (6) months leave of absence. If at the conclusion of six (6) months, the officer or employee continues in his/her position with these Associations, s/he shall lose all rights except his/her seniority in the choice of work and rate of pay.

d. Upon retirement from such office, the employee shall be placed in his/her former position with the District if s/he is physically able to do the work, but his/her seniority shall apply only to choice of work and rate of pay and not to any other benefit. Upon retirement from such office, employee must elect to return within ninety (90) days.

9)

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.

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.

10)

Section 19 OTHER PROVISIONS**Par. 3.**

- a. The first ~~120-180~~ calendar days of employment with the District for all employees will be a probationary period; except for MRO's whose probationary period includes initial training, plus 180 days which starts when they graduate from Bus Operator Training.
- b. During this period, an employee will not be eligible for uniforms or any benefits except the Medical, Dental and Vision plans. Probationary employees, but not including Student Operators, will be entitled to holiday pay on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Probationary employees may be terminated without recourse to the grievance and arbitration procedure. At the conclusion of the ~~120-180~~ day period, the employee will become eligible for all benefits and rights as provided for in this Agreement.
- c. Unless otherwise provided in the WWA, the probationary period for all promotions will be 90 days from the first shift worked.
- d. In the case of absences totaling 20 or more work days 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.³

11)

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 identified employee and his/her Union Representative shall be provided a written copy of the complaint (redacted to protect the identity of the complainant) not less than three (3) business days prior to an intent to discipline meeting that will address the same.
- b. All phone call complaints in and out of Customer Service with a complainant shall be recorded. ~~The recordings (redacted to protect the identity of the complainant) shall be provided to the identified employee and his/her Union Representative prior to the commencement of the intent meeting.~~
- c. The District shall provide to each Executive Board Officer a monthly report of SIPs received within that Executive Board Officer's jurisdiction.

³ Moved from Article 2, section 2, par 7 with amendments