

TriMet's

July 29 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 agreements.

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

Article 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~~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. 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.

Section 2 Par 2 See separate proposal

Section 2 – new section representation rights.

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.~~

¹ MOA A.41

- 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 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%)² 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 amount³. 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. An employee’s coverage shall continue until the first of the month following:
- Their separation from the District; or
 - 30 days in an unpaid status, or
 - At the end of their absence protected under Oregon Sick Leave, FMLA or OFLA when the leave extends beyond 30 days.
- 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 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.

² The District proposal for benefit premiums are prospective only. The new employee premium amounts would be implemented the first month, which is at least 30 days after contract ratification by both parties.

³ TriMet notified ATU that starting in 2020, the Regence 80/20 and 90/10 plans would be rated separately, and provided estimates of impacts

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.
 - i. Instead of electing coverage under a Medicare Advantage and a dental plan, a retiree or surviving spouse may elect to receive reimbursement for the actual cost of the Medicare Part B premium and a stipend contributed by the District to the retiree’s health reimbursement account (RHRA). Once the Medicare Part B/stipend election is made, the retiree must continue with that election and has no right to revert back to enrolling in a Medicare Advantage plan and dental plan. ~~The amount of the monthly stipend for 2015 shall be \$417.36 (single) and \$828.47 (single + spouse), which is the average of the PPO and HMO Medicare Advantage plans, including dental.~~ The stipend shall be increased by CPI-W West (B/C) (populations under 1.5 million) Portland at the beginning of each benefit year.
 - ii. Notwithstanding the foregoing, a non-active employee who is eligible for Medicare due to disability and who has coverage (as described in paragraph 1.a.) as a spouse (or domestic partner) of an active employee above may elect not to enroll in Medicare and a Medicare Advantage plan. If such an election is made, the non-active employee shall not be entitled

to the reimbursement or monthly stipend described in paragraphs 1c2 and 1c2(i) above.

3. If a Medicare eligible non-active employee, retiree, spouse, surviving spouse or dependent resides outside the service coverage area of the available Medicare Advantage Plans, the District will continue to offer the active plan that provides out-of-area coverage. The District will reimburse the non-active employee, retiree, spouse, surviving spouse, or dependent the actual cost of the Medicare Part B monthly premium. At the first available opportunity after Medicare Advantage plan becomes available to non-active employees, retirees, spouses, surviving spouses, or dependents currently residing outside the service coverage area, the non-active employee, retiree, spouse, surviving spouse, or dependent must enroll in the Medicare Advantage plans.
 4. For those non-active employees, retirees, spouses, surviving spouses, or dependents who were Medicare eligible before July 1, 2000 (excluding the grandfathered group who retired prior to February 1, 1992 and those identified in item 3 above), and who opted to remain on the active, non-Medicare Advantage plan, pursuant to the August 28, 2000 Agreement, they must enroll in a provided Medicare Advantage plan, currently Kaiser Permanente Senior Advantage (HMO) and United Healthcare ([HMO PPO](#)).
 5. The reimbursement of the actual cost of the Medicare Part B monthly premium will be included as an adjustment in the retiree's monthly pension check or the non-active employee's disability check, or, if none, by other direct payment. This adjustment will not be subject to the cost of living increases provided to the pension portion of the check.
 6. If a retiree is eligible, it is understood and agreed that the benefit levels combining Medicare with the provided Medicare Advantage plans will provide reasonably the same benefit levels provided to active employees. Should Medicare decrease any benefit levels, the District will adjust the retiree health plans to ensure reasonably the same benefits enjoyed by active employees.
- d. The medical coverage of the spouse and dependents of a retired employee shall continue for (16) years from the date of death of said retiree. The medical coverage of the spouse and dependents of an active employee shall continue for one (1) year after death of said employee.
 - e. Employees hired on or after the first day following ratification, by both parties, October 25, 2014, *and* who meet the qualifications for full retirement under Article 10, Section 1, Par. 2(a) and who retire from the District thereafter, shall be eligible for a \$800 per month stipend with which to purchase healthcare from one of the Plans offered by the District or have that amount deposited into an RHRA VEBA in the retiree's name for any eligible use. The \$800 stipend shall increase annually by CPI-W West (B/C) (populations under 1.5 million) Portland. Upon reaching age 65, the retiree no longer shall be eligible for any District health benefit.

- f. Mini-Run Operator Coverage. Mini-Run Operators, after completing thirty (30) days of employment, will receive the same medical, prescription drug, dental and vision benefits as regular full-time employees.

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

~~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 \$90 per week short-term disability benefit will be paid to eligible active part-time employees and a \$150.00 per week extended sick leave benefit will be paid to eligible active full time 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.

Par. 10. Child Care/Elder Assistance Program

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

b. The District will pay to the Union to operate and administer a child/elder care assistance program up to the amount of \$~~55,000~~75,000 annually on December 1, 2020, and 2021. only provided, however, that the District's payment is non-cumulative and thus, the total contribution to the fund each December 1st shall ~~make no such annual payment if the cash balance exceeds \$100,000 as of the date payment is due~~replenish the fund to \$75,000. The Union will provide the account statement confirming the amount of funding in the account from which TriMet will determine the payment to be made to bring the account balance to \$75,000.

c. Funds paid by the District to the Union to provide a Child/Elder Care Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. TriMet reserves the right to conduct periodic audits of the fund. The ATU will make all documentation readily available at

TriMet's request. In the event that the Union utilizes such money for purposes other than the provisions of a Child/Elder Care Assistance Program, the District's financial obligation shall immediately cease and the Union shall be solely liable and responsible for the provisions of the Child/Elder Care Assistance Program.

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

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 time 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 absence 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.

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.
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.

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.

Section 15 Par. 3. Hours-of-Service Policy and Procedures⁴

~~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 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.~~

⁴ HOS table attached

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 cannot be connected to an employee will not be included in their record
- g. Complaints resulting in discipline may be used in promotional decisions.