

TriMet's

July 31 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 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. 1. The Maintenance Department consists of those functions necessary to maintain and repair revenue and non-revenue rolling stock.

~~Par. 2. Seniority by classifications as established herein shall prevail in the performance of the work done in Paragraph 1, qualifications considered.~~

Par. 3. Eight (8) hours shall constitute a shift's work period at straight time. Forty (40) hours shall constitute a week's work, excepting those weeks within which an agreed holiday falls. Time and one-half shall also be paid for work performed on the sixth and seventh consecutive day required to work, sign-up schedule changes excluded. After employees have finished their shift's work period and are again called for work before the expiration of thirty (30) minutes, there shall be no break in time from the end of shift period for the time worked. If employee is again called for work from home, or after the expiration of thirty (30) minutes time from his/her shift's end, to report to work as soon as possible, they shall be paid from the time called, but in no case shall such payment be less than four (4) hours at overtime rate. If called and notified to report for work at a specified later time, but earlier than their regular shift, they shall be paid from the time of reporting for work, and overtime shall commence after the completion of eight (8) hours work, it being understood that the employee will complete their regular assigned shift. Employees called for work on regular assigned days or nights off (excepting as agreed to in Section 2, Par. 2), shall be paid at the rate of time and one-half when so called to work, but in no case shall such payment be for less than eight (8) hours at overtime rate.

a. All maintenance departments will ~~assign-offer~~ overtime by strict seniority within a classification, except REM Light Rail.

~~a-b. If an insufficient number of eligible employees are willing to accept offered overtime, the District may require employees to work overtime in inverse order of seniority in the classification among those available and qualified for the work.~~

Par. 4. Classified positions as listed do not necessarily indicate entire scope of duties to be assigned employees. Other duties may be assigned, provided they are of lower or comparable skill requirement, or of higher requirements if of a temporary nature.

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. 6. Warranty work will be done by District employees when qualified.

~~Par. 7. The Stenographer in the Maintenance Department shall be allowed to take vacation one (1) day at a time with the prior approval of the Department Director, and will be trained in word~~

~~processing techniques pertaining to the employee's assigned job function.~~

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.
- c. This process is not subject to the grievance process. Appeals of any denials may be made to the Manager and will be handled on a case by case basis.
- d. Personal Day Trader Program:

The Personal Day Trader Program is for Maintenance employees to trade days off with themselves three (3) times (days) per sign-up under the following guidelines:

1. All day trades will have to take place during the same pay week (Sunday to Saturday).
2. The trade cannot interfere with another employee's contractual rights such as Vacation time, Floating Holidays, or Birthdays.
3. The trade will have the lowest priority and will be at the discretion of the employee's immediate supervisor.

Par. 9. The District may assign work not requiring journey level skill and knowledge to employees outside of the journey level classification (window film installation and replacement, LRV parts cleaning, LRV seat pad replacement). Employees performing the above mentioned tasks shall receive Maintenance Mechanic rate for actual time spent doing this work (except bus interior cleaners replacing seat pads); if that time exceeds 4 hours per day, they shall receive the Maintenance Mechanic rate for the entire shift. In the event the District proposes to add additional job duties to this list, additional listings shall be done by mutual agreement. No journey level employee shall be laid off solely as a result of this paragraph.

~~**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 apprenticable 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.

~~When a position is open 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 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. 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. 6. Any Mechanic who bids a lower classification before July 1, 1982, shall continue to earn

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their Mechanic's seniority as long as they occupy their current job.

- a. Employees who are forced to bid a lower classification due to a job-related illness or injury shall not lose any seniority.
- b. Any Mechanic bidding a lower classification shall have their Mechanic seniority frozen as of the effective date of their bid.

Par. 7. The selection and appointment of Maintenance Trainers is a prerogative of the District without regard to seniority.

Par. 8. Assistant Supervisor

- a. This paragraph applies to the Maintenance Sections that decide to use Assistant Supervisors.
¹ 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 classification exists.~~
- ~~c. All Assistant Supervisors will come from the journey worker ranks.~~
- ~~d. b.~~ The wage rate for the Assistant Supervisor shall be 115% of the journey-skilled worker rate supervised.
- ~~e. c.~~ 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. d.~~ Assistant Supervisors shall perform journey-level regular work in addition to their Assistant Supervisor duties, ~~except when acting Supervisor.~~
- ~~g. e.~~ If the District chooses to assign 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. Assistant supervisors shall not be paid supervisor rate on a Supervisor's regular days off (e.g., Saturdays, Sundays and holidays). If the District chooses to assign a mechanic to fill in for 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 Supervisor's regular days off (e.g., Saturdays, Sundays and holidays).
- ~~h. f.~~ 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

¹ A section may decide not to have Assistant Supervisors

consecutive sign-up, they 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 they bid back into the position. When the assistant supervisor bids back, they must remain for two consecutive bids or their seniority will freeze.

Par. 9. Service Worker/Helpers

This paragraph applies to the Bus, Light Rail, and Facilities Maintenance Departments. ~~A new classification of Bus and Rail Maintenance Service Worker combining the helper/cleaner classifications was created effective 7/1/04. All existing helpers and cleaners were are still~~ grandfathered, retaining all seniority and existing wage rates. If a helper and/or cleaner ~~bids is in~~ a service worker job, s/he will be paid at their helper/cleaner rate. ~~All existing helpers and Service Workers will choose whether to be grandfathered to the Bus Service Worker, Rail Maintenance Service Worker, or Facilities Service Worker classification and the District will move them to that section as soon as practical. Service worker jobs will be posted after all helper and cleaner jobs have been bid. The hourly wage rate for the service worker classification shall be the same as the cleaner rate (for individuals hired after 4/01/89 with progression).~~

Section 4 – LAYOFFS

Par. 1. Maintenance Department seniority shall govern in laying off and reemployment of employees. Employees so laid off because of lack of work shall be returned in the inverse order in which they were laid off, as the need for their classification, or classification of work, permits.

- a. If the District ~~curtails-reduces~~ the number of employees in any ~~job classification~~, the employee with the least ~~job classification~~ seniority will be the first to be moved out of that ~~job classification~~. That employee will then be entitled to exercise such ~~job classification~~ seniority s/he has on any other ~~job classification~~ in that department.
- ~~b. Only in the event of layoff, Facilities Maintenance employees shall be allowed to exercise their departmental seniority for positions in Maintenance or Stores.~~
- ~~c. Bus Maintenance, Rail Equipment Maintenance, Rail Maintenance of Way, Facilities Maintenance and Stores shall be deemed a single department for the purpose of this paragraph.~~

Section 5 – ALLOWANCES (REDUNDANT WITH SALARY SCHEDULE)

~~**Par. 1.** Any Journey Level Mechanic, who has performed three (3) or more years of continuous service as a Journey Level Mechanic, shall receive seventy cents (\$0.70) per hour over base rate of pay. Any Journey Level Mechanic with more than eight (8) years Journey Level experience with the District shall receive an additional seventy cents (\$0.70) per hour over base rate of pay. Any Journey Level Mechanic with more than fifteen (15) years Journey Level experience with the District shall receive an additional seventy cents (\$0.70) per hour over base rate of pay. Any Journey Level Mechanic with more than twenty (20) years Journey Level experience with the district shall receive an additional seventy cents (\$0.70) per hour over base rate of pay effective~~

~~December 1, 2003. Any Journey Level Mechanic with more than twenty-five (25) years Journey Level experience with the district shall receive an additional seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003. Any Journey Level Mechanic with more than thirty (30) years Journey Level experience with the district shall receive seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003. Any Journey Level Mechanic with more than thirty-five (35) years Journey Level experience with the district shall receive seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003. (REDUNDANT WITH SALARY SCHEDULE)~~

Par. 2. All longevity premiums and shift differentials will be included in the base rate for the purpose of calculating the amount of overtime due.

Par. 3. ~~(REDUNDANT WITH SALARY SCHEDULE) Upon ratification of this Agreement, March 23, 2004, all Journey Level Mechanics and Apprentices in the Mechanic Training Program will receive thirty five cents (\$0.35) per hour for compensation for the use of their personal hand tools and by an additional two cents (\$0.02) an hour for each year afterward. The tool allowance shall be increased to thirty five cents (\$0.35) per hour effective December 1, 2003; to thirty seven cents (\$0.37) per hour effective December 1, 2004; to thirty nine cents (\$0.39) per hour effective December 1, 2005; to forty one cents (\$0.41) per hour December 1, 2006; to forty three cents (\$0.43) per hour effective December 1, 2007; and to forty five cents (\$0.45) per hour effective December 1, 2008. (REDUNDANT WITH SALARY SCHEDULE) The District will furnish one (1) set of metric tools.~~

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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.** ——— Apprentice 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.~~

Section 9 – ~~MAINTENANCE DEPARTMENT ASSISTANCE FUND~~ CONTACTING OUT BUS MAINTENANCE

Par. 1. A Maintenance Department Assistance Fund (MAF) will be established each year from July 1 to June 30 in the amount of five percent (5%) of the District's total maintenance direct labor costs budgeted for that year. The purpose of the fund is to pay for the labor costs of work performed by independent contractors. The District shall keep the local executive board officer appraised of plans for outside contracts before the work is done and provide the Union with itemized quarterly reports of the Maintenance Department Assistance Fund. Any dispute shall be subject to the grievance procedure. No portion of the fund shall be carried over to the next year. Under no circumstances shall the total amount exceed the original allotment. If a cost overrun occurs, the amount of the overrun shall be doubled and deducted from the following year's fund and no further contracting shall take place for the balance of the year, which was overspent.

Par. 2. Should any maintenance employee be laid off or the work force reduced, the District's use of the Maintenance Department Assistance Fund shall cease immediately.

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 repetitive 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.~~

~~b.~~ When the requirement to conduct warranty work as described above significantly impacts the District’s capability to meet its normal maintenance demands, such that it endangers the District’s compliance with its and the FTA’s maintenance guidelines, the District will meet with the Union to agree on specific terms and conditions by which contractual warranty requirements shall be waived for a specific and limited duration.

~~c.~~ If the District’s employees performing warranty work causes the component or equipment manufacturer to not warrant the repair or modification, the vendor will be permitted to make the repair or modification, subject to the conditions set forth above. However, the District will make every good faith effort to obtain future warranty certification status for its affected workforce from the component or equipment manufacturer.

Par. 4. Use of the Maintenance Department Assistance Fund does not exclude any type or types of work to be done by maintenance department employees; maintenance employees retain the right to all work not done by the Maintenance Department Assistance Fund. The District will maintain facilities, funding, staffing, and training for all functions necessary to maintain and repair revenue and non-revenue rolling stock, owned or operated, ~~in whole or in part, by or for~~ the District.

~~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 Apprentice 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 Apprentice 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 apprentice 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.~~
- d. When the requirement to conduct warranty work as described above significantly impacts the District's capability to meet its normal maintenance demands, such that it endangers the District's compliance with its and the FTA's maintenance guidelines, the District will meet with the Union to agree on specific terms and conditions by which contractual warranty requirements shall be waived for a specific and limited duration.
- e. If the District's employees performing warranty work causes the component or equipment manufacturer to not warrant the repair or modification, the vendor will be permitted to make the repair or modification, subject to the conditions set forth above. However, the District will make every good faith effort to obtain future warranty certification status for its affected workforce from the component or equipment manufacturer.

~~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. 10. The payment of tool allowances to Journey Level Mechanics and Apprentices as provided in Article 3, Section 5, Paragraph 3 shall not apply to Maintenance of Way (MOW) classifications, including:~~

~~Signal Maintainer~~

~~Overhead Traction Electrification Maintainer~~

~~Traction Substation Technician~~

~~Track Maintainer~~

~~Plant Mechanic²~~

All tools required ~~by the classifications listed above~~ shall be furnished by the District.

~~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.~~

1)

~~Section 16 — ASSISTANT SUPERVISOR — RAIL³~~

~~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~~

² Moved to Article 9

³ Redundant see Article 3, section 2, par. 8

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~~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. 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, qualification⁴, 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.~~
- 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. ~~Jobs posted with designated reliefs do not mandate the relief person has a right to overtime in the absence of the original designated job i.e. spotter/spotter relief, wheelchair lift inspection/wheelchair lift inspection relief, downtown truck/downtown truck relief, etc. Other qualified employees already on shift may be used to complete repairs or other job duties on straight time.~~
- e. ~~A supervisor may not authorize overtime for employees on other shifts unless specifically acting on behalf of another supervisor.~~

Par. 2. Callout

- a. Each supervisor garage shall create a list of employees on their each shift by seniority,

⁴ Mechanic is not three classifications and job functions will be broader or not listed on future sign ups.

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.

i. An exception to this practice would be to have a specific employee return to complete a specific project or repair, i.e. an engine or transmission overhaul, hybrid bus repair, body shop repair to a specific wrecked bus, etc.

~~2. If employees within a classification and specific job function (as outlined in (a) above) are not available or decline, the supervisor will offer the overtime work to the most senior worker in that classification available to perform the work.~~

~~If the supervisor contacts an employee by telephone and the employee does not respond or call back within ten (10) minutes, that employee forfeits the opportunity for overtime. If there is no answer or no answering machine to leave a message, the supervisor shall move on to the next name on the list.~~

~~3.2. In the event an employee does not answer their phone, the next person down the list will be called immediately.~~

~~4.3. 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.~~

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Section 18 - OTHER PROVISIONS

Par. 1. Article 3, Section 1, Par. 6 is inapplicable to Light Rail Maintenance.

Par. 2. Article 3, Section 2, Par. 6 is inapplicable to Light Rail Maintenance.

Par. 3. Article 3, Section 9 is inapplicable to Light Rail Maintenance.

Par. 4. Timekeeper/MMIS Clerk

Separate seniority classifications will be created for MMIS Clerk and Timekeeper. All current employees holding seniority in these classifications will be grandfathered onto this list. In the event insufficient internal candidates meet the minimum qualifications or pass the testing, the District may hire from the outside and those employees will be granted seniority and will not be bumped out of the classification by employees during a future sign up.

Par. 5. The order of sign up shall be revised to reflect the following:

- Tire Servicers
- Timekeepers
- MMIS Clerks
- Cleaners
- Maintenance Mechanics
- Helpers
- Service Workers

Par. 6. Employees who bid MMIS Relief positions will receive the MMIS Clerk rate of pay for all hours worked, except when working in a classification with a higher rate of pay.

- a. Timekeeper pre-qualifications will remain the same (50 wpm to bid, progress to 60 wpm in a reasonable time as determined by the District and Union).
- b. ~~Successful completion of MMIS training remains a prequalification for bidding MMIS positions. However, if no qualified person bids an open MMIS Clerk or MMIS Relief position, the lowest seniority qualified personnel will be forced to fill the open position(s). MMIS Clerks and Timekeepers on the new, separate seniority list as of the date of this agreement are not subject to the force fill procedures. All future MMIS Clerk job positions will have notice that the lowest seniority qualified MMIS Clerk will be forced to fill an open MMIS Clerk or MMIS Relief Clerk position(s).~~
- c. ~~When the number of these employees falls to four (4) due to employees accepting or bidding other positions, the District will immediately post and provide MMIS training opportunities.~~
- d. ~~The previous agreement regarding Rail MMIS/Timekeeper positions dated May 13, 1999 is null and void.~~
- e. ~~This agreement will be implemented in conjunction with the helper sign-up that will go into effect on September 19, 1999.~~

~~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.

d. 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.

e. 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.

f. 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 - Facilities

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.

ARTICLE 4 - OPERATIONS DIVISION/FACILITIES MAINTENANCE

Section 1 – GENERAL

Par. 1. The Facilities Maintenance 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 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 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 4 – JANITORS⁵

~~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.

g. 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.

h. 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.

⁵ TriMet has no janitors

- i. 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.