TriMet’s

June 25 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, \text{2016-2019}, through November 30, \text{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 Resources\footnote{MOA A.41} shall be the exclusive signatories to side letters, supplemental agreements, and memorandum of understanding agreements between the parties.

Section 2. Par 2 membership (MOA 34)
Section 2. New section representation rights.

Section 4 – DISCIPLINE

Par 2. All discipline 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.
   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.

\footnote{MOA A.41}
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 amount\(^3\). 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
- After thirty (30) days in an unpaid status or the end of their absence protected under Oregon Sick Leave, FMLA or OFLA and any additional time, if any, granted by the District to complete the interactive process under the ADAAA.

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 Employee Assistance Program* that provides substantially similar coverage in effect at the time of the signing of this agreement. 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 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.

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 Procedures

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.

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**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.

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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.

### 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. 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.

d. Discipline related to a complaint will only be for just cause as provided in Article 1 Section 4. Par 2.

e. 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.
ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Section 1 – OPERATORS

Par. 1. General

a. It is agreed that scheduled runs shall be so arranged as to make the best possible working hours, the order of consideration to be as follows:
   Class A – straight day
   Class B – straight PM
   Class C – swing
   Class D – straight night
   Class E – trippers

b. The District shall schedule sixty percent (60%) straight runs on weekdays, eighty percent (80%) straight runs on Saturday and ninety percent (90%) straight runs on Sunday and holiday schedules. All runs shall be scheduled to be completed in twelve (12) consecutive hours.

c. The District will schedule no more than twenty three percent (23%) of its straight runs involving the driver changing vehicles on weekdays, no more than ten percent (10%) such runs on Saturday, and no more than five percent (5%) such runs on Sunday.

d. Regarding A, B, C, and D class runs, the hours of service shall be as close to eight (8) hours as possible without increasing the expense of operation. In case any run is seven (7) hours and thirty (30) minutes or more, and less than eight (8) hours, the District shall pay eight (8) hours’ time therefore, except as provided in Paragraph 5(a) of this Section.

e. It is understood and agreed that the percentage of straight day runs to the total of all straight runs shall not be less than 39 percent (39%).

f. The District will earnestly endeavor during the life of the agreement to still further decrease the lapsed time in all runs without materially increasing the cost of the operation.

g. Tripper runs under seven (7) hours and thirty (30) minutes shall not be classed as regular runs or scheduled runs and shall be paid for subject to the provisions of this Agreement. Tripper runs which can be combined to make seven (7) hours and thirty (30) minutes work shall be regular runs.

h. On Sundays or any holidays on which Sunday schedule is operated, the runs will be made as close to eight (8) hours as possible, and as many straight runs as possible.

i. Owl service on Monday AM shall be considered Monday runs. Operators completing an owl run shall not be required to take out a run, tripper, or part of a run unless they have had eight (8) hours continuous time off duty after completing said owl run.

j. All regular Operators who have accrued a minimum of eighty (80) hours of vacation as of April 1, 1992, and on each April 1, thereafter, may convert forty (40) hours of vacation for use as personal leave days, and shall be considered floaters for end of year payoff. These personal leave days must be used by March 31, 1993, and prior to each March 31,
thereafter. Bus Operators will sign for these personal leave days subject to the provisions of Article 2, Section 1, Paragraph 6.

k. The rules for Mini-Runs are set forth in Section 2 of this Article.

l. Rail Transportation will hold sign-ups concurrent with Bus Transportation. In addition, Rail Transportation will hold special interim sign-ups due to reasons requiring new schedules. Operators will be guaranteed their run pay if they have to sign on a lower-paying run. If the duration of the interim sign-up is longer than three (3) weeks, a new full sign-up will be signed on without guarantees.

m. Trades – Trades that do not provide both operators with create an hours of service violation by providing for less than ten (10) hours of scheduled time off between assignments are not permitted. For regular bus operators will not be allowed. However, due to variations of extra board work, bus extra board operators will be permitted to trade with other bus extra board operators even if it creates a violation by having less than nine (9) hours off, but they will be forced to pass up. Trades between bus extra board operators and regular bus operators that create a violation are not permitted.

n. Hours of Service for Bus operators: If a bus operator does not have nine (9) hours off between the actual end of their work and the scheduled start of their next work they will pass up. No bus operator will work more than 15 hours in a day in a 16 hour spread, spread time not included. No bus operator will work more than 13 consecutive days.

o. Hours of Service for Rail operators: If a rail operator does not have nine (9) hours off between the actual end of their work and the scheduled start of their next work they will pass up. No rail operator will work more than 15 hours in a day in a 16 hour spread, spread time not included. No rail operator will work more than 6 consecutive days.

Par. 2. Allowances:

a. Operators shall be allowed ten (10) thirteen (13) minutes preparatory time each time they take a coach from storage point. When called for Chartered Service, an Operator will be allowed only five (5) minutes preparatory time.

b. Operators shall be paid for their regular scheduled runs, and shall not lose any time on account of shortage of vehicles, breakdowns, etc., or any conditions over which they have no control, provided they report and remain on duty during the period of regular scheduled runs unless excused. In the event an operator’s work is cancelled, they may be assigned any other available work or a report time, provided they are relieved within 30 minutes after their scheduled run ending; the operator will be paid the higher of their run time or actual work time.

g. 5. Road Relief table attached

5 Effective for the first sign up posted after ratification of the agreement.
6 Effective for the first sign up posted after ratification of the agreement.
Par. 3. Extra Operators

a. Each extra board Operator shall be guaranteed a minimum of eight (8) hours of work time daily, but not to exceed five (5) days a week, provided they have accepted all work assigned. For each scheduled work day or portion thereof on which an extra Operator does not work his/her assignment, they shall lose his/her guarantee for that day and shall be paid only for time worked. Any portion of the time worked each day, after twelve (12) hours from first reporting, shall be paid at time and one-half.

b. Extra Operators shall sign up for the AM or PM Extra board and be marked up for work in rotation under the revolving system on each board. Operators required to report shall be paid for actual reporting time if less than thirty (30) minutes. For reporting time of at least thirty (30) minutes but less than one (1) hour, they shall receive one (1) hour pay.

c. No regular Operators shall be allowed to do extra work so long as extra Operators are available. The District shall endeavor to maintain an adequate extra list.

Par. 7. Sign-Ups

a. Operators shall have the right of choice runs according to seniority in continuous service; provided that on lines which require special qualifications (such as Council Crest Line) only Operators having the necessary qualifications for the particular run or work shall have the choice of same. When an Operator loses pay because of the lack of qualifications of another Operator, s/he shall be reimbursed for all time lost.

b. Operators shall not sign for work less than ten (10) hours from end time to start time the next day. If work with a ten (10) hour gap is not available, the operator will first be placed in any work with a nine and a half (9.5) hour time off, and if that is not possible on the AM or PM extra board for that day, which ever better matches their chosen work to avoid pass ups.

c. new sign-up shall take place on the request of the representatives of the Union, it being understood that prior to the effective date of any new schedule or schedules the There will be three (3) sign ups a year roughly corresponding with the beginning and end of summer and another one in the first part of the year. District shall have all schedules prepared, posted, and ready to operate the same before any sign-up takes place. Said schedule shall remain in effect until such time as a new set of schedules has been prepared, posted, signed, and become effective. By mutual agreement between the District and the Union, The District may make minor changes in schedules without a new sign-up; minor is defined as any change in start, end or run time of 60 minutes or less.

d. 45. For those weeks when there isn’t enough vacation work, vacation relief operators who take an extra list spot sign the garage of their choice, AM or PM extra board and days off based on what their seniority position for that garage. Any time that any Operator signs on a vacation run they will sign on a run for each week. If in any week there is no vacation to sign on, they will take the extra list in their regular seniority for that week and rotate with the extra Operators.

e. 46. If at a sign-up an Operator cannot sign up on five full days of work at the garage of
his/her choice, but can sign-up on three (3) full days of work, s/he may do so. On their fourth and fifth days s/he will go to their regular place on the AM or PM extra list at that garage, which ever better matches their work and be governed by the position of the red line.

d.f. An operator will sign up for the same work on all the weekdays they choose and if they work on a weekend, the work’s start time must be on the same side of noon as the weekday work.

e.g. Regular Operators having no regular assigned runs on days when special schedules are used shall be assigned to work according to seniority, when so qualified, ahead of the extra list.

f.h. On the day of Rose Festival Parade, Operators will be assigned a run on their same line as close to their original run as possible. In the event any Operator wishes to change his/her run for any other open run on the same line, s/he may do so by entering his/her request in Red Book. The Red Book will be closed by 10:00 AM the previous day. Requested open runs shall be assigned by Station Agents according to seniority.

g.i. A member of the scheduling department and the Union transportation executive board officers will meet to review the sign-up prior to posting and to study and revise sign-up procedures and rules.

h.i. A Union representative shall be present at all sign-ups to sign for employees unable to sign for themselves. The District shall pay for such attendance.

Par. 8. Layoff

a. Transportation 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.

b. If the District curtails the number of employees in any job classification, the employee with the least 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 they have on any job other classification in that department.

Par. 9. Other Provisions

a. Only buses requiring a CDL driver and providing service to the public on a fixed route of the District will be operated by Bus operators. LRV’s requiring an operator will operated by LRV operators. No other service, including paratransit, will be operated by bargaining unit members. All vehicles on the lines of the District shall be run by Operators should they be operated, and any other type of transportation service with the exception of elderly and disabled (paratransit) service; vehicles traveling between offices, shops, or garages of the District; supply and service trucks of the Maintenance, Facilities Maintenance, and
The District will pay the renewal costs of a Class A or B Commercial Driver’s License in the amount charged by the State issuing the license.

No employee shall be required to violate city or state traffic speed regulations for any reason.

All employees covered by this Agreement shall be reimbursed for loss or damage of certain personal property due to armed robbery, assault or theft, excluding mysterious disappearance, under the following conditions:

1. The armed robbery, theft or assault occurs while the employee is at work; and
2. The property was in the personal possession of the employee at the time of the theft or robbery, or in the case of transit operators, the property was on the coach and was not unattended, except when the operator was required to leave the driver’s compartment to attend to official District duties; and
3. The employee makes a robbery, theft or assault report to the police department; and
4. The employee files a claim with the District and provides receipted bills to substantiate that replacements have been purchased or repairs made.
5. The items that are covered by this Agreement and the maximum values to be reimbursed are:

<table>
<thead>
<tr>
<th>Item:</th>
<th>Maximum Value:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watch</td>
<td>$75.00</td>
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<tr>
<td>Uniform Clothing Replacement</td>
<td></td>
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<tr>
<td>Prescription Eye Glasses Replacement</td>
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<tr>
<td>Driver’s License Replacement</td>
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<tr>
<td>Employee Transit Pass Replacement</td>
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</table>

The District will make available one or more legal toilets on each line at all times that buses are operating on the line (as an example, a line such as the Broadway-Powell line shall be considered two lines for the purpose of this paragraph). The District recognizes the desirability of locating toilet facilities on the outer extremities of the line.

All District schedules will have built into them a recovery or layover time of five (5) minutes within each one (1) hour of running time. Because of traffic conditions, mechanical failures, and other related reasons, a five (5) minute recovery time cannot be guaranteed. All Operators will endeavor to maintain their schedules at all times.

The District will equip all buses with windshield washers and keep them in working order.

Customer Complaints – The Union and the District agree that good public relations and customer service are vital to a successful transportation system.

For the purpose of completing initial and ongoing training including maintaining their certifications and proficiency, non-ATU managers may operate buses and LRV’s in revenue service with an ATU member present.
Par. 10. Extra Board Rules

Assigning Work

1. All extra work shall be assigned to the board before regular Operators receive overtime. Before regular Operators will be called in for RDO work, all extra board resources will be exhausted. All assigned work shall be paid as assigned.
   a. AM Extra Board Operators: Work hours could be any time from beginning of service to an end time as late as 8:00 p.m.
   b. PM Extra Board Operators: Work hours could be any time from 12:00 noon to the end of service.
   c. AM Board resources have to be exhausted before offering to the PM Board.
   d. PM Board resources have to be exhausted before offering to the AM Board.
   e. Seniority on each board will be determined by a rotating red line (this number may be different between the AM and PM board, and by the garage).
   f. Runs assigned to each board will be assigned from the red line down, earliest off first. Seniority will be held on either the AM or the PM Board, not both.

2. When making up the board, all runs will be assigned before any overtime is added. The first run finished is the first marked up. If two (2) runs get off at the same time, the longest run shall be marked up first.

3. After the runs are assigned, the extra work will be given out with the greatest total time assigned first with the exception of extra service, which will be given to the extra board Operators. (Intent is to not assign regular Operators who have overslept extra service.)

4. When two pieces can be combined to fit the qualifications of a run and will total seven (7) hours and thirty (30) minutes or more, this combination will be inserted in its proper place among the runs. If a run comes open, it should be assigned as a run. (Intent is to assign full runs unless they are split days separated to be used as trippers.)

5. All RDOs assigned when the extra board is initially made out will be split days if at all practicable. The District will assign RDO work to the extra board and regular Operators according to past practice. All RDO work will be as close to eight (8) hours as possible and will be assigned in this order: split days, night runs, matinees, a.m. runs. Each category of run must be exhausted before assigning runs from the next.

6. Work will be assigned as follows, with each category of run must be exhausted before assigning runs from the next:
   a. All RDOs will be assigned on the AM Extra Board in this order: split runs, AM straights.
   b. All RDOs will be assigned to the PM Extra Board in this order: split runs, late night, nights.
   c. Late night is defined as off after 2am, night is off between 12 midnight and 2 am.
   d. Work assigned to Bus Extra Board Operators will not exceed 15 hours of work in a single day in a 16 hour spread, and an Operator may be assigned out of order or given a report to avoid violating this rule.
e. Work assigned to Rail Extra Board Operators will not exceed 12 hours of work in a single day in a 16 hour spread, and an Operator may be assigned out of order or given a report to avoid violating this rule.

6. Specials shall be marked up after extras unless they are specials expected to be out more than three (3) hours, and then they shall be worked with extras.

7. After all work has been assigned, the remaining operators will be assigned report times, earliest to latest from the red line up. An effort will be made not to assign a.m. reports before a night run and p.m. reports after an a.m. run when the board is made out. If, however, this should happen, an extra board Operator may be allowed to turn down (T.D.) the a.m. report, without penalty, and without affecting the rest of his/her assigned work.

8. An assignment made to an extra board Operator, who is not a report, is that Operator’s assignment for the day and additional work will be added only with his/her consent. (Exception is double-covered assignment. See #12 below)

9. Any work which becomes vacant for the remainder of the sign up may be offered to the extra board and will be assigned for the remainder of the sign up to the highest seniority extra board operator expressing interest. Any work which has been offered to the board and not filled may be offered to operators when they are promoted from MRO to regular operator.

Report Operators

14. When any Operator oversleeps, their order on report shall be determined by the time they call the garage after oversleeping. They will be at the foot of the report list. If they are called **down-on** to report **in the morning**, they shall keep anything they catch and shall be penalized the eight (8) hour guarantee. If no Operator who oversleeps calls in, they will be called in the order of their work assignments.

Pass-Ups

20. Extra board operators who are being passed up on the AM or PM board will be assigned to the appropriate board after the regular report operators. Regular Operators who are being passed up must call Station Agent by 10 hours from their previous run’s end time and will not be brought in until 11 hours after their previous day’s end time (11.5 hours for road reliefs). “Pass-up” operators will follow “regular report” operators unless used for work before a “regular report” operator is available. Operators taking a pass-up will follow the regular report Operators. They must call in by 10:00 a.m. and will not be assigned any work before 11:00 a.m. at the garage, or 11:30 a.m. in case of a road relief. Operators getting off work after 1:00 a.m. will call in by 10:30 a.m. and will not be assigned work until 11:30 a.m. at the garage or 12:00 noon in case of a road relief. Operators who get off after 2:00 a.m. will call in by 12:00 noon and will not be assigned any work before 1:00 p.m. at the garage or 1:30 p.m. in case of a road relief.

21. An Operator taking a pass-up because of an owl assignment shall be given a report following the a.m. reports and after having nine (9) hours off. Operators shall be guaranteed the last assigned a.m. report, and then become a regular report Operator. (Intent is to keep Operator from following behind other pass-up Operators.) The current alignment of runs covering owl service renders this rule invalid and only if owl runs should in the
future become assigned work, will this rule come into effect.

22. Operators The Operator shall notify the Station Agent within sixty (60) minutes after the end of the night run that s/he has elected not to work the a.m. assignment. The amount of time lost by such an election not to work will not be deducted from his/her guarantee.

23. Operators shall not sign into a “pass up” situation. Operators who would be forced into a pass-up during a sign-up process due to remaining work available will be placed on the extra board for that day.

Trading Work and Days Off

24. All trading of runs and days off is a privilege granted by the Union and the District and may be cancelled at any time. (Both parties must agree.)

*Removed AM and PM boards must be for full weeks*

24.5 Trades by regular Operator onto an extra board must be to the AM board if their work starts before noon and PM if there work starts after noon.

25. Operators cannot trade days with an Operator who is marked off sick prior to the trade. Once such a trade is made and approved, by the Station Agent before 10AM the day prior, the trade will be honored even in the event of an Operator marking off for the first part of the trade of the trade.

26. MRO who are scheduled for a ride check may not trade out of that work. Operators can trade a run for an extra that has less than seven (7) hours in it and will be given a T.D.

27. *Regular* Any Operators may trade for a run that is finished two (2) hours later than their own run if (additional) overtime is not involved and the trade will not create a pass up.

28. Operators can trade work on holidays if both have signed up to work the day.

29. *Any* operator participating in trading days off either onto the extra board or with another extra board operator may trade the work they have traded into.

Penalties

29. If a Station Agent marks up a run in error, the Operator shall be paid for his/her run that s/he is marked up for or the run that pays the greater amount.

30. When a Station Agent makes an error, first operator hurt shall be paid.

30.5 Only one (1) Operator will be penalized for oversleep on report.

31. When the red line is moved incorrectly, or not moved at all, the position of the red line will be corrected as if it had moved correctly on the following workday. First two (2) Operators hurt will be paid.
General

32. **Extra board Operators may request any run that is finished after midnight if they are entitled to an earlier run and will not lose pass-up privileges.** *(see 27)*

33. The Station Agent shall be required to give an Operator the entire assignment over the telephone. A copy of the original board will be kept on file in the office.

34. An Operator calling in at least one (1) hour and fifteen (15) minutes (75 minutes) before a road relief on their initial assignment or an Operator calling in at least thirty (30) minutes before a garage sign-in on their initial assignment will not be penalized with an oversleep. *(Intent is not to abuse call in privileges.)*

35. No Operator will be required to use their personal transportation to make road reliefs.

36. When Mini-Run Operators are promoted to full-time Operators within a current sign-up, they will be assigned to an extra board with **split any two (split or consecutive)** days as RDOs.

37. Station Agents shall not be allowed to hold work open when the Station Agent knows an Operator will be late.

38. Extra board Operators have the option to **turn down (T.D.)** runs on their regular day off.

39. The Board person will double check the Board before it is hung when it is being made out by a trainee. All effort will be made to hang the Board by 12:00 noon.

40. An extra board Operator will be allowed to T.D. part of their assignment in order to attend sign-up, then check back with the Station Agent. *(Intent is for Operator to maintain as much work as possible.)*

41. Open work pads will be covered and not seen by report Operator. *(In case of dispute, liaison officer will be allowed to look at pad.)*

42. After working twelve (12) hours, extra board Operators will be allowed to T.D. without penalty. The twelve (12) hours will include actual time on report, and actual time driving, including paid dead-head time.

43. **When a report Operator catches work that is less than 8 hours, the Station Agent has the option to modify or add additional work to meet the business needs of the District. When a two-piece Mini-Run is overslept, the report Operator who catches it has the option of working both pieces but is not guaranteed eight (8) hours for such work or relieved from their twelve (12) hour obligation. Additional work can be assigned in one of two ways. If the Operator wished to give up the p.m. part and is needed for earlier work by the Station Agent, they will go back-up in accordance with Rule 11. If they wish to keep both parts, additional work may be made in between the two pieces or after the p.m. part is completed. The report Operator will be expected to inform the Station Agent of their decision upon completing the a.m. part of the Mini-Run. If the Operator does not receive additional work between the two parts, they will also need to check with the Station Agent upon completing the p.m. part. Any Mini-Run assignment worked by an extra board Operator will be subject to the eight (8) hour guarantee if no other work is added to it. A Mini-Run assignment will be paid actual time worked only if the Operator requests and is granted a T.D. to do that work only.** *(Language from when MRO were <6 hours)*
44. At any holiday sign-up, we will have an extra list to sign on. Any Operator at the sign-up can sign on the extra list for the holiday. The red line will be at the top of the list for one (1) day. If any Operator wants to bid on any open extra or run, s/he may do so, seniority prevailing. The red line on the regular extra list will not change because of the holiday.

45. moved to Sign up

46. moved to Sign up

47. If an Operator oversleeps and is called down to report on the a.m. extra list, they will keep anything they can catch, including a split day run. If they catch a tripper or do not go out, the Station Agent may give them whatever is left, whether it is a short tripper or a report. If there are no regular extra Operators left, the Station Agent may, if needed, give an earlier report. Covered by 14

48. After completing the work assigned on the sign-up board, an Operator will not then be penalized with a T.D.R. for refusal to do further work. Operators will not receive a T.D.R. for refusal to work days off unless given twenty-four (24) hours’ notice. Any Operator turning down work will be penalized only for that amount turned down.

49. Both the original extra board and the completed extra board shall be copied and posted for everyone’s observation for an additional twenty-four (24) hours.

50. Extra board rules shall be clarified and posted permanently in drivers’ report room.

51. When a Division is out of help, an extra board Operator from another Division may be utilized to fill a tripper or full run but will operate from the Operator’s own Division. Upon completion of the assigned tripper or full run, the Operator will be returned to their originating garage and fall back into their report order.

Section 2 – MINI-RUNS

Par. 7. Mini-Run Operator’s probationary period shall be six (6) months from completion of training period. In the case of a compensable injury suffered 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. A Mini-Run Operator who becomes a full-time Operator prior to the completion of his/her six (6) month probationary period, will remain on probation until completion of his/her six (6) month probationary period. However, once becoming a full-time Operator, s/he shall be subject to the same standards as other full-time Operators. Mini-Run Operators are covered by Article 1, Section 2, Paragraph 2; Section 3 and Section 4.

Par. 11. Four and three day work weeks will be available to Mini-Run Operators on a limited basis at all bus garages in addition to a five day workweek. Within availability, as set by the District, Mini-Run Operators can select from among either a five-day, four-day, or three-day work schedule at sign-up. All Mini-Run assignments will be rostered.

a. Five-day, four-day, and three-day Mini-Run Operator work will be posted separately.
b. Three-day work will have no less than 8 hours, 20 minutes run pay time per day.
c. Four-day work will have no less than 6 hours, 15 minutes run pay time per day.
d. Some three-day work week assignments may exceed 30 hours per week to match the four-
day full time operator work on other days.
e. Pass-up: An operator passing up will be guaranteed the minimum signed work type.
f. Trades: Trading work between five-day, four-day, and three-day Mini-Run Operators will be allowed; however, both operators shall give up their right to a specific work week guarantee. Trades must also comply with the rule for full time operators in Section 1, Par 1. m above. A trade that would create a pass-up or an hours of service violation will not be permitted.
g. Funeral leave: Article 1, Section 9, Paragraph 8 applies to Mini-Run Operators, except that the number of hours off per day will match the number of hours the Mini-Run Operator is scheduled to work (e.g.: a three-day Mini-Run Operator shall receive ten (10) hours pay while on such leave).

Section 9 – LIGHT RAIL

Par. 1.

a. When a light rail employee has been trained and has received an appointment to a regular position, the employee shall be on a probationary period of not to exceed ninety-one hundred and eighty (180) days subject to the grievance procedure.

b. Operating rule violations (speed trips, signal trips, route codes, doors off platform) during probation will be handled with ACID letters, ERCs entries and reinstruction/reminders, including training Interventions; not discipline. This does not apply to misconduct, attendance, accidents, or actions, which would result in termination of a non-probationary operator.

c. If the District determines an operator has successfully completed probation, the operating rule violations incurred during probation will not be used as progressive discipline steps moving forward.

d. An employee who does not satisfactorily perform during that probationary period may be returned by the District to the employee’s former position without loss of seniority.

Par. 2.

a. Light rail employees assigned for regular work will hold LRT seniority based upon their respective District seniority. Thereafter, employees shall establish seniority in light rail based upon successful completion of training in order of rail operator certification card number.

b. When Rail Operator trainees complete the training program successfully and qualify as Rail Operators, each graduate of the training program will receive a rail operator certification card that includes the date of certification and a certification number. The certification number shall be sequenced:
   1. In relative seniority by qualifying date – graduates of each training class receive higher certificate numbers than graduates of previous training classes.
   2. In relative seniority of Operators within each training class, the highest seniority
operator in each class receives the lowest certificate number relative to that class.

4.3. Mini-Run Operators promoted to full-time Rail Operators shall have the right to return to their previous part-time seniority within 24 months, but upon doing so shall forfeit their light rail seniority.

OTHER PROVISIONS

1. The parties agree that TriMet has completed all bargaining all bargaining obligations related to the Training Sections Rules and procedures manual dated 26 June 2019.

2. Vacation slots
   - No more than one (1) Bus and one (1) Rail Field Operations Coordinator will be on vacation at any time
   - No more than one (1) Lead Road Supervisors and one (1) Rail Lead Supervisor will be on vacation at any time
   - No more than four (4) Station Agents will be on vacation at any time.
   - No more than three (3) Dispatchers will be on vacation at any time.
   - No more than four (4) Training Supervisor will be on vacation at any time. (part of #1 above)
   - Management may offer additional vacation time off on a daily or weekly basis if there are sufficient staff to fill shifts.

3. The Summer Vacation MOU from 12-12-2006 is carried forward

4. The District may offer additional daily vacation time off to operators beyond the Red Book on a daily basis.

5. Pouches are permanently eliminated and operators are responsible for reporting to work with the needed materials; reroute book, etc.
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 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 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 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
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. 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. The wage rate for the Assistant Supervisor shall be 115% of the journey-skilled worker rate supervised.

e. 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. Assistant Supervisors shall perform journey-level regular work in addition to their Assistant Supervisor duties, except when acting Supervisor.

g. 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. 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

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7 A section may decide not to have Assistant Supervisors

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27
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 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 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.

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

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 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.

e. 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.

d. 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
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 accord 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 Mechanic

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—RAIL

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. An assistant-supervisor’s duties include assuming the duties of the supervisor when s/he

8 Moved to Article 9
9 Redundant see Article 3, section 2, par. 8
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, qualification\(^{10}\), 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.

c. 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,

\(^{10}\) 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. In the event an employee does not answer their phone, the next person down the list will be called immediately.

4. 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.

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 1/2 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.
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—JANITORS**

**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.

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11 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.
ARTICLE 6 – CUSTOMER INFORMATION SERVICES

1. The February 23, 2018 Tentative Agreement on Field Outreach & Community Relations Representative Negotiations, Signed by Shirley Block and Britney Colton to be amended as follows:
   a. Uniform pants will become part of the Field Outreach Community Representative uniform policy list. TriMet will issue two pair to all current and future employees.
   b. Section 4.c. will be amended as follows:

   Scheduling/Sign-ups. A schedule sign up will take place twice a year. The ATU will be given appropriate advance notification. All Field Outreach Representatives will sign for RDO’s only. Management will prepare a schedule for hours of daily work, which will be available at least three two weeks in advance. Without regard to the foregoing, management reserves the right to revise work schedules based on business need.

2. The uniform allowance for Information Development Specialists will be discontinued because they do not wear uniforms; the shoe allowance will continue.

3. Customer Service Representatives designated by management to perform Customer Service Supervisor duties will receive three dollars ($3)/ per hour for all hours assigned.

Section 1 - CUSTOMER SERVICE DEPARTMENT STAFFING

Par. 1. **Trip Planners**
Customer Service Experience Agents
The principal functions of the Trip Planner position will include telephone trip planning assistance and other telephone customer services.

Par. 5. Employees in Training
All customer services specialists shall receive fifty cents ($0.50) per hour for training of students with the exception of the Lead Operator when on duty.

Par. 9. Vacation
Vacation may be taken one (1) day at a time, to a maximum of:

1. Two (2) employees per day, among the Customer Service Experience Agents
2. One (1) among the Customer Service Representatives
3. Two (2) among the Field Outreach Community Representatives with the prior approval of the Department Manager and his/her designee.

Par. 10. **Aprons/Coveralls/Uniforms**
a. The District will provide aprons or coveralls for employees when working with schedules.
   b. Employees in the Customer Assistance Office and Information Development Specialists, as well as any employee Field Outreach Community Relations Representatives will be provided an initial uniform issue, and will be eligible for a uniform allowance provided.
other uniformed employees.

**Section 2—TRANSIT ADVERTISING**

Par. 1. In the event the District contracts for or leases the right to or otherwise agrees with a third party for the installation, servicing, or removal of transit advertising on buses of the District, such third party must recognize the Union as the representative of any of its employees who install, service, or remove such advertising from District buses.
Memorandum of Agreement
Supplemental Working and Wage Agreement

By and between

Tri-County Metropolitan Transportation District of Oregon and Division 757, Amalgamated Transit Union

Related to

Portland Streetcar Special Project

1. The Union and District agree that the City of Portland’s intention to introduce streetcar service may benefit existing public transportation and simultaneously increase employment opportunities for Union members. It is expected that Streetcar service will be in addition to, and will not replace, existing District service. Further, the City of Portland, which will operate this service directly or through its designee, has expressed to both the Union and District its willingness to provide streetcar work opportunities for District employees represented by the Union. This agreement is limited to the special streetcar service project to be operated by the City of Portland or its designee, which are referred to below as “the City,” to signify whichever entity is engaged in such operation.

2. **Streetcar Department:** The Union and District agree that District may establish a Streetcar Department in which District employees represented by Union may work in accordance with this agreement.

   a. District will be the exclusive employer of the Streetcar Department operators, maintenance technicians, and superintendents—streetcar controllers referred to below. The City will not be deemed for any purpose to be the employer of individuals in those positions.

3. **Selection of Streetcar Department Operators:** When the City notifies the District of the number of available openings for operators, District will offer such positions in its Streetcar Department to its bargaining unit light rail operators. In filling these openings, the District shall choose from among light rail operator applicants, -bidders, -selection will be by light rail operator seniority. If operator positions remain unfilled after the District chooses from among applicants, light rail operators will be required to fill the positions in reverse order of their light rail operator seniority. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department Managers.

   a. The qualifications for Streetcar Department operators include but are not limited to maintaining a current commercial driver’s license.

4. **Selection of Streetcar Department Maintenance Technicians:** When the City notifies District of the number of available openings for maintenance technicians, the District will offer such positions in its Streetcar Department to its bargaining unit LRV Journey Level Maintenance and Overhaul Technicians—mechanics. The District shall choose from among applicants. In filling these openings, the District will choose from among LRV Journey Level mechanics.
bidders, selection will be by LRV Journey Level mechanic seniority. If maintenance technician positions remain unfilled, LRV Journey Level Maintenance Technician mechanics will be required to fill the positions in reverse order of their LRV REM Journey Level mechanic seniority. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department managers.

5. **Selection of Streetcar Controllers:** When the City notifies the District of the number of available openings for Streetcar Controllers, the District will offer such positions in its Streetcar Department to its bargaining unit with Streetcar Operator experience. In filling these openings TriMet will select from among applicants, with a competitive recruiting/selection process. TriMet HR will advertise and screen applicants for eligibility and minimum qualifications. TriMet HR will also administer the required written assessment and computer skills test.

The City will develop and maintain the training program for Streetcar Controllers with a comprehensive final exam with an established minimum score to qualify as a Streetcar Controller.

**Selection of Superintendents:** A superintendent will perform the duties set forth in the attached superintendent job description. When the City notifies the District of the number of available openings for superintendents, the District will offer such positions in its Streetcar Department to its light rail employees who apply and meet the job qualifications. The individuals selected for these openings will be determined by the District from among qualified applicants, using a selection process of the type used by District for selection of assistant supervisors, rail maintenance. If the number of applicants selected as Streetcar Department superintendents is less than the number requested by the City, the District will undertake to obtain bargaining unit applicants from outside light rail; and, after that, outside applicants for these openings. The employees selected will become part of the Streetcar Department and subsequently eligible for work assignment by the Streetcar Department manager. It is understood that superintendents will not be scheduled for all shifts, and superintendent duties may be performed by managers in emergencies, when no superintendent is scheduled and on duty for a shift, or when no superintendent is immediately available to perform such duties.

5-6. During Streetcar Department training and subsequent assignment in the Streetcar Department, Streetcar Department operators, maintenance technicians, and Streetcar Controllers superintendents will be covered by the terms of the current District/Union Working and Wage Agreement (“WWA”), and its successor agreements, unless expressly modified or replaced for the Streetcar Department by this agreement. The WWA modifications and replacements for the Streetcar Department are contained in Appendix A to this Supplemental Agreement and shall take precedence, in case of conflict, over the comparable terms in the WWA then in effect.

6. **Work Assignments:** Upon completion of Streetcar Department training, employees will be assigned to 13-week schedules of Streetcar Department work in accordance with their sign ups. The work to be performed by Streetcar Department employees will be as set forth in job descriptions developed by the City and shared with the District and the Union. When District employees are in Streetcar Department training or assigned for Streetcar
Department work, they may be supervised and subject to directions by the City-designated general manager, managers, administrative coordinator, or their designees. These individuals will be statutory and not in any collective bargaining unit.

a. The City may schedule five (5) 8-hour day workweeks and/or four (4) 10-hour day workweeks.

b. District seniority shall prevail among Streetcar Department employees for selection of open shifts, vacations, holiday time, layoffs, and recalls within their respective positions.

7-8. **Seniority:** Streetcar Department employees in the positions of operator, maintenance technician, and superintendent will concurrently earn District seniority, Streetcar Department seniority, and seniority in the job classification, if any, from which they were transferred to the Streetcar Department. These employees are not statutory supervisors and will not be expected to make final decisions in hiring, firing, or employee discipline.

8-9. **Overtime:** Time and one-half will be paid for hours worked in excess of 10 hours on any one 10-hour shift, or in excess of 8 hours on any one 8-hour shift.

9-10. **Extra Board:** The District extra board and its rules will not be used for Streetcar Department work.

10-11. **Back-up Operator Duties:** The following procedure, in the sequence indicated, will be used for performing duties of a regularly scheduled operator who is not available to perform such duties as scheduled during a shift:

   a. Regularly scheduled relief operators who are not otherwise assigned to operator duties will be assigned to perform operator duties as needed.

   b. The superintendents, controllers may be required to perform the duties of operators when a sufficient number of regularly scheduled operators and relief operators is not immediately available to perform such work.

12. The Streetcar Department managers may perform the duties of operators when a sufficient number of regularly scheduled operators and relief operators is not immediately available to perform such work. The parties desire to limit performance of operator duties by the managers as much as possible. District will keep records of the amount of such work and, upon the Union’s request, share such records with the Union.

11-13. **Streetcar Controller work assignments:**

   a. The District will make reasonable efforts to maintain enough full-time streetcar controllers (not counting reserve controllers) to cover all scheduled hours of the service day. The ATU and District will confer about how many streetcar controllers should be hired.

   b. Streetcar Controller shifts will be filled first by qualified Streetcar Controllers. In the event a shift is vacant, the shift will be filled by an available relief or off day Streetcar Controller. In the event there are no relief or day off Streetcar Controllers available, shifts may be filled by qualified City Supervisors.
a-c. Relief Streetcar Controller on duty shall also provide breaks and lunches. In the event there is no Relief Streetcar Controller on duty, then City Supervisor may provide breaks and lunches.

d. To maintain optimal staffing levels through attrition and long-term outages, the District will maintain a pool of reserve Streetcar Controllers. TriMet will determine a benchmark minimum of reserve controllers needed to both cover work and prevent further issues from arising. Reserve Controllers will be fully trained in the Streetcar Controller role and will work as a Streetcar Operator until a permanent vacancy arises. Reserve Streetcar Controllers must periodically work a shift to maintain their Controller qualification. Reserve Streetcar Controllers will be paid at the current Streetcar Controller rate of pay when assigned to work as a Streetcar Controller.

12.14. Transfers to or from Streetcar Department:

a. Streetcar Department employees in the positions of operator, maintenance technician, and superintendent streetcar controller, may leave the Streetcar Department and move to other bargaining unit employment in accordance with District’s change of job provisions. However, once such an employee begins Streetcar Department training, s/he may not elect to leave the Streetcar Department and move to other bargaining unit employment earlier than one (1) year from the date of beginning Streetcar Department training, except as agreed to otherwise by the District and the Union.

b. The TriMet may choose to remove any District employee from streetcar at any time and return them to their prior work location. The District will meet with the employee and, if the employee chooses, an ATU representative prior to making a final decision to return the employee.

13.15. Grievances: Streetcar Department grievances will be subject to adjustment through the WWA’s grievance and arbitration procedure, except that department director references in Section 3, Paragraph 2, and in Step 1 will be deemed to mean the City-designated general manager. No grievance adjustment by the City-designated general manager under this paragraph shall be deemed to establish practice or any precedent for non-Streetcar Department operations. Grievance adjustments upholding a Streetcar Department employee’s termination of employment will apply to District employment as a whole.

14.16. Other Services: The City may contract with the District and/or contractors other than the District for any work that it does not assign to District Streetcar Department employees, provided however, that the District shall undertake to reach agreement with the City to provide Streetcar maintenance-of-way (MOW) services, as specified in subparagraph (a).

a. The Streetcar MOW services referred to above are for overhead electrification, traction substations, rail signals, and powered track switches. The District shall offer these services to the City, both regularly scheduled as well as unscheduled.
It is agreed, however, that when the District is unable to timely furnish such services due to work scheduling constraints, hours-of-service limitations, unavailability of sufficient qualified personnel, or needs to reserve sufficient personnel to respond to potential District emergencies, the District shall promptly notify the City, with a copy to the Union, in which case the District and the Union do not object to the City’s use of other resources to perform that particular work.

i. Until one (1) year after the commencement of scheduled streetcar revenue service, the Union will also not grieve, protest, or otherwise object to the District’s reasons for not furnishing such services. However, at the end of this period, the District will meet with the Union, upon request, to review such reasons and to determine whether or not there are mutually agreeable means to avoid similar inability to timely furnish such services in the future. Further, the District and the Union will negotiate in good faith a process by which such contracting out decisions may be grieved or protested and against whom the protest or grievance might be filed.

b. Nothing in this agreement prevents the City from performing Streetcar work with its own employees, including but not limited to the services referred to in subparagraph (a) above. However, the District may not assign the regular work of Streetcar Department operators, maintenance technicians, or superintendents to the City, except for cleaning of vehicles, and as otherwise expressly provided for in this agreement.

IN WITNESS WHEREOF, the District and the Union have caused these presents to be executed by their duly authorized officers Dated this __________ day of __________, 2018 2020.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

AMALGAMATED TRANSIT UNION
LOCAL 757
OREGON
Portland Streetcar Special Project

APPENDIX A

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

1. "Department Manager" references will be changed to "the City-designated General Manager" in Article 1, Section 4, Paragraph 3; and Sections 9, Paragraph 4e and Paragraph 6c.

2. The "Department Director" reference in Article 1, Section 4, Paragraph 6, will be changed to "the City-designated General Manager."

3. In Article 1, Section 4, Paragraph 4, the references to "District" will include "the City."

4. The following provisions will be inapplicable to the Streetcar Department. Article 1, Section 7, Paragraph 3i and Section 19, Paragraph 8; Article 2, Section 1, Paragraphs 1, 2g, 2h, 3, 5b, 5e, 6f, 9f, 9g, 9h, 10, and 11; Sections 2-8; and Section 9, Paragraphs 4, 7, 8, and 9; Article 3, Section 1, Paragraphs 5-7 and 9; Article 3, Section 2; Article 3, Section 3, Paragraph 1c; Article 3, Section 4, Paragraphs 1b and 1c; Article 3, Sections 7-11 and 14-16; and Articles 4 through 7.

5. During the first year after an employee begins Streetcar Department training, Article 1, Section 12, Paragraph 2b (7), will be inapplicable to the employee.

6. District’s probationary employees under Article 1, Section 19, Paragraph 3 will not be eligible to apply for Streetcar Department openings.

7. Including with respect to Article 2, Section 1, Paragraph 8, the laying off and reemployment of Streetcar Department employees will be handled separately from other District departments, and District seniority shall govern in Streetcar Department laying off and reemployment of employees.

8. Superintendents will be paid a flat rate of $28.25 per hour, subject to future CPI-West (B/C) (populations under 1.5 million) increases under the WWA, but no longevity pay.

9. Instead of Article 2, Section 8, the Streetcar Department will furnish required uniforms and will reimburse Streetcar Department employees up to the amounts provided for in Article 2, Section 8, Paragraph 2.

10. All Streetcar Department employees will report to work at Streetcar’s maintenance facility.

11. No more than two (2) operators, one (1) maintenance technician, and one (1) superintendent will be authorized to take vacation on the same date(s), except that the Streetcar Department will honor vacation times signed up for prior to transferring to the Streetcar Department. This number of employees in a
classification may be increased by mutual agreement of the parties if the number of employees in the classification increases.