Other than the proposals included in the Final Offer, ATU proposes that the language of the Working and Wage Agreement from December 1, 2016 and November 30, 2019 be included as part of the successor contract. In addition, ATU proposes that the side letters identified by ATU through previous notice to TriMet be carried forward and that any tentative agreements made between the parties be included in its Final Offer.

ATU proposes the below identified modifications to the Working and Wage Agreement as its Final Offer. Unless otherwise noted, additions to language in the December 1, 2016 and November 30, 2019 agreement are underlines and deletions are struck through. Typographical changes, such as renumbering, resulting from a proposal may not be included.

ARTICLE 1

Section 4 – DISCIPLINE

Par. 1. The maintenance of discipline and efficiency is the province of the District. Both parties agree that the District may post District rules and may discipline employees for violation of such rules, provided that each employee is made aware of each District rule. Any new rule, revision, or amendment may be grieved by the Union in accord with the terms of Article 1, Section 3. Rules shall not be in conflict with existing agreement.

Par 2. All discipline for employees who has been an employee of the District for a period in excess of 120 days completed their probationary period 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.

(NOTE: new paragraphs inserted, subsequent paragraphs to be renumbered):

Par. 4.
   a. Written Warnings and Reprimands will not be used for progressive discipline purposes after twelve (12) months from date of incident that warrants such discipline, unless an employee receives additional discipline during the same twelve (12) month period for a similar violation.

Par. 35. 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. 46. Cause for immediate suspension or discharge is as follows:
   A. Reporting to work under the influence of intoxicating liquor or illegal drugs or consuming intoxicating liquor or illegal drugs.
B. Deliberate or reckless violation of TriMet policies regarding harassment, discrimination, violence, or sexual misconduct.
C. Consuming intoxicating liquor or illegal drugs while on duty.
D. Mishandling of District cash revenue.
E. Gross insubordination.
F. Deliberate destruction or removal of District’s or another employee’s property.
G. Posing an immediate or potential danger to public safety.

Par. 57. Whenever the District suspends or discharges an employee under the terms of Paragraph 4-6 of this Section, the Union will be notified within twenty-four (24) hours.

Par. 68. If an employee claims to have been unjustly suspended or discharged during the term of this Agreement, to be timely, the case must, Step 1
...be referred in writing to the appropriate Department Director, or his/her designee, no later than the 10th day after the day upon which the Union was notified of the suspension or discharge pursuant to the provisions of Paragraphs 3 and 4 above, and shall be handled in accordance with the grievance procedures set forth in Section 3 of this Article.

Par. 97. The parties in Step 1, by mutual agreement in writing, may extend the time limit specified in Step 1 for a period not to exceed twenty (20) days.

Par. 810. The District and the Union will cooperate continually to the best of their ability to improve and maintain discipline.

Section 9 – HEALTH AND WELFARE BENEFITS
The District shall reimburse employees for the increased cost of health insurance they have incurred since the contract expired.

Par. 4. Group Life, Accidental Death and Dismemberment (AD&D), and Sickness Insurance
b. A $1500.00 per week extended sick leave benefit will be paid to active 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. If a new contract is not in place by January 1, 2023, and the Oregon Paid Family and Medical Leave is in effect, employees will not receive this benefit during any time period in which they qualify for benefits under the Oregon Paid Family and Medical Leave and are receiving a benefit equal to or higher than this provision.
c. These benefits will also be payable to employees on maternity or paternity leave of absence.

Section 13 – SENIORITY PROVISIONS
Par. 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 one (51) years from the date of their promotion. —Any employee promoted to a non-union position within the five (5) years prior to the effective date of this agreement, or covered by MOA 49, shall retain seniority for one (1) year from the effective date of this agreement.

Section 19 – OTHER PROVISIONS
Par. 4. **Effective December 1, 2012, and only for the term of this Agreement**, the District shall deposit $55,000 annually into the Recreation Trust Fund. Upon the expiration of this Agreement, the District’s obligation to make deposits shall end and shall not be continued during the hiatus period as part of the status quo. **Upon expiration of this Agreement** recreational activities shall be budgeted within the District’s operating budget. During the term of this Agreement, a joint Union-District Recreation Committee will have full authority to expend monies from this fund and will administer this fund. The Committee will prepare an annual budget.

Par. 6. When the District requires an employee to be examined by the District’s consultant physician before returning to work, the appointment will be made as promptly as possible under the circumstances and the employee shall be placed on paid administrative leave to avoid any potential loss of pay to the employee. Should a situation develop when the opinions of two (2) competent medical doctors conflict and the District will not permit the employee to work, the matter will be immediately investigated including, if necessary, written statements from doctors. If, after investigation and discussion between the two (2) physicians, it is clear that there is a direct medical conflict, the Union and the District shall select a third doctor competent in the medical area involved, and his/her opinion will be sought. The majority opinion will determine the employee’s status.

**Par. 11. Service Improvement Program**

Service Improvement Program. Any Service Improvement Program (SIP) administered by the District shall contain at least the following terms and conditions:

- a. The identified employee and his/her Union Representative shall be provided a written copy of the complaint (redacted to protect the identity of the complainant) not less than three (3) business days prior to an intent to discipline meeting that will address the same.
- b. All phone call complaints in and out of Customer Service with a complainant shall be recorded and shall be provided on request. 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. The District will not discipline employees based on unsubstantiated complaints.
- e. Complaints that cannot be connected to an employee will not be included in their record.
ARTICLE 2,

Section 4 – INSTRUCTORS

Par. 6

a. No more than three (3) Bus Instructors will be on vacation at any time when a scheduled class is in session, except with manager approval.

a.b. No more than two (2) Rail Instructors will be on vacation at any time when a scheduled class is in session, except with manager approval.

Par. 7. The District shall provide at least two (2) sign-ups per year: One effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) additional employee of the department or by the department.

Par. 8. Sign-ups will identify the assignment location, days off and shift schedules to be signed for.

Par. 9. Instructors may change their days off with the agreement of their manager.

Section 7 – Other Provisions.

Par. 7

No more than one (1) Field Operations Coordinator will be on vacation at any time, except with manager approval.
ARTICLE 3 – OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

Section 1 – GENERAL
Par. 2. Seniority by classifications as established herein shall prevail in the performance of the work done in Paragraph 1, qualifications considered. In the event of a dispute regarding seniority, ATU shall make the final determination of seniority placement.

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 – HIRING (NOTE: subsequent sections to be renumbered)
Par. 1. When the District plans to hire 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 posting externally. If the District determines an internal candidate is equally qualified as an external candidate, the District shall hire the internal candidate.

Section 3 – WHITE POSTING/FILLING OF POSITIONS
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 a regularly posted position in 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. 8. Assistant Supervisor
a. This paragraph applies to the Bus, Light Rail, Maintenance of Way, and Facilities Departments.

b. The Assistant Supervisor classification shall be limited to Maintenance activities for which a journey Journey worker Technician classification exists.

c. All Assistant Supervisors will be promoted come from the journey Journey worker Technician ranks.

d. The wage rate for the Assistant Supervisor shall be 115% of the journey Journey worker Technician 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 work in addition to their Assistant Supervisor duties, except when acting Supervisor. **NOTE: (TA’d)**

g. An Assistant Supervisor’s duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). Whenever the maintenance supervisor is absent for 8 hours or more, and the assistant supervisor shall be filling in as acting supervisor and they shall be paid an additional hourly premium of $1.25. No senior mechanic will be utilized under these conditions when an Assistant Supervisor is available to perform the work. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, and the most senior mechanic is filling in as acting supervisor, they will 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 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**

a. 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. Existing helpers and cleaners were grandfathered, retaining all seniority and existing wage rates. If a helper and/or cleaner bids a service worker job, s/he will be paid at their helper/cleaner rate. 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).

b. All Helpers/Service Workers shall sign jobs for up to two years, except in the event that the District hires more than 20 Helper/Service Workers in a six month period, the Union can call for an sign up. All Helpers/Service Workers can bid and obtain only one white posting during a sign-up.

Section 5 – ALLOWANCES

Par. 5. Any Journey Level Mechanic who is assigned to train Apprentice Mechanics any employees or vendors will receive an additional twenty-five cents ($0.25) per hour over base rate of pay for each Apprentice assigned. This provision shall not apply to Assistant Supervisors.

**NOTE: Replace all of Section 7 with the following:**

Section 7 – MAINTENANCE APPRENTICESHIP PROGRAMS
Par. 1. There shall be Maintenance Apprenticeship Programs. The purpose of these programs shall be to offer qualified apprentices opportunities to advance in their respective fields of maintenance to a journey-level of proficiency; and to ensure that the District has the maintenance workforce necessary to ensure safe, dependable and accessible service, equipment and facilities.

Par. 2. All apprenticeship programs shall provide apprentices with not less than 144 in-class instruction hours of related training per year for which apprentices shall receive college credit. All apprenticeship programs shall provide for on-the-job instruction and experience sufficient to ensure that apprentices can safely and proficiently perform the tasks required of their discipline.

Par. 3. The District shall fill apprenticeship openings consistent with Section 21 of this Article.

Par. 4. Apprentices’ work assignments, shift hours, and area of instruction will be determined by the Training Manager. Routine assignments as well as training instruction will be delegated to apprentices in the program.

Par. 5. The District shall pay employees in the apprenticeship program for all training, including but not limited to in-class related training instruction and on-the-job training, in accordance with the wage rates for their respective apprenticeship position and progress in the program, provided however that. Employees hired into the Apprentice classification from outside of the District’s workforce with prior maintenance education, skills and experience shall be paid in accordance with their placement into the appropriate progression step of the pertinent apprenticeship program. Apprentices shall be paid the pertinent Journey Technician rate upon successful completion of an apprenticeship program.

Par. 6. Nothing in this Agreement shall bar the District from promoting an apprentice to a journey-level maintenance worker Journey Technician, or bringing in a new hire who is already a journey-level maintenance technician, and paying him or her the required Journey Technician rate.

Par. 7. Each Journey Technician shall hold seniority with his/her specific Journey Technician classification.

Par. 8. There shall be a Bus and Facilities Joint Apprenticeship and Training Committee (Bus and Facilities JATC), and a Rail Joint Apprenticeship and Training Committee (Rail JATC) established in conjunction with the Maintenance Apprenticeship Programs.

Par. 9. Subject to the provisions of the Agreement, each Joint Apprenticeship and Training Committee (JATC), for a pertinent apprenticeship program, shall: promote quality work experience, training and related instruction for apprentices at the District; assist in the development of apprenticeship and training standards; participate in the oversight of training, testing and qualifying of apprentices (subject to Paragraph 17 of this Section); participate in the
determination of the placement of new hires into the appropriate progression step of the apprenticeship program; and issue certificates of completion to apprentices who successfully complete the apprenticeship program.

**Par. 10.** The Bus and Facilities JATC shall be composed of: two (2) representatives each from both the District and the Union from Bus Maintenance; and one (1) representative each from both the District and the Union from Facilities Maintenance. The Union representatives from Bus Maintenance and Facilities Maintenance shall be Journey Technicians.

**Par. 11.** The District and the Bus and Facilities JATC shall establish, maintain and operate two (2) apprenticeship programs:

a. Bus Mechanic  
b. Plant Maintenance Mechanic

**Par. 12.** The Rail JATC shall be composed of: three (3) representatives each from both the District and the Union from Rail Maintenance. The Union representatives from Rail Maintenance shall be Journey Technicians.

**Par. 13.** The District and the Rail JATC shall establish, maintain and operate eight (8) apprenticeship programs:

- Light Rail Technician  
- Overhaul Technician  
- LVR Electronic Technician  
- Overhead Traction Electrification Maintainer  
- Traction Substation Technician  
- Signal Maintainer  
- Field Equipment Technician  
- Track Maintainer

**Par. 14.** The following rail apprenticeship programs shall be designated as Maintenance of Way (MOW) apprenticeship programs:

- Overhead Traction Electrification Maintainer  
- Traction Substation Technician  
- Signal Maintainer  
- Field Equipment Technicians  
- Track Maintainer

The District may administer cross training to light rail MOW employees, including Track Maintainers, for purposes of teamwork, optimum productivity, and mutual assistance among MOW disciplines, as well as to enhance safety.
Par. 15. The District shall determine the number of apprentices to be admitted to the apprenticeship programs.

Par. 16. The District shall ensure that the ratio of Journey Technicians to apprentices is consistent with proper supervision, training and safety.

Par. 17. The Director of Maintenance, or his or her designee, shall review and evaluate the progress of each apprentice, as to job performance and related instruction based on test results and on-the-job performance as personally observed and reported by the apprentice’s maintenance supervisors and as otherwise assessed by representatives of the appropriate JATC. The Director of Maintenance, or his or her designee, consistent with the evaluation of the skill acquired and after consultation with the appropriate JATC, shall: (a) advance the apprentice to the next level of apprenticeship; (b) hold the apprentice at the same level for a reasonable period, and with reasonable opportunity for corrective action; or (c) terminate the apprentice from the program for serious or continued inadequate progress. Such reviews and evaluations shall occur three (3) months from the commencement of the apprenticeship, six (6) months from the commencement of the apprenticeship, and every six (6) months thereafter, or such other regular periods as determined by the District, after consultation with the appropriate JATC. All apprentices shall retain their rights to the grievance and arbitration procedure, however termination of an apprenticeship at three (3) months is subject to the grievance procedure but not the arbitration procedure.

Par. 18. If an apprentice who has his or her apprenticeship terminated pursuant to Par. 17 of this Section was an incumbent District bargaining unit employee prior to entering the apprenticeship program, he or she shall have the right to reinstatement to the classification he or she held immediately prior to enrolling in the apprenticeship program; such an apprentice shall be reinstated with his or her former classification seniority date.

Par. 19. An apprentice who has withdrawn from an apprenticeship after four (4) weeks of participation or has been terminated from the apprenticeship, but continues to be an employee of the District, may reapply for an apprenticeship only after a period of twelve (12) months from the time of apprenticeship withdrawal or termination. An apprentice who has withdrawn from an apprenticeship after four (4) weeks of participation or has been terminated from an apprenticeship, and who enters into a second apprenticeship but withdraws from that second apprenticeship after four (4) weeks of participation or is terminated from that second apprenticeship, shall thereafter be ineligible to apply for any District apprenticeship program.

Delete: Section 11 – LRT MAINTENANCE VEHICLE MECHANICS’ TRAINING
Delete: Section 15 – LRT APPRENTICESHIP TRAINING PROGRAMS

Section 9 – MAINTENANCE DEPARTMENT ASSISTANCE FUND
Par. 1. The District will make all reasonable efforts to keep maintenance work in-house. 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. Prior to any RFPs being sent out for maintenance work, the District shall meet with the local executive board officer. The local executive board officer shall have the right to review any RFPs for contracting out, on request. The District shall 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. 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, ensures that employees learn the skill to avoid future work being contracted out, 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 provide time for 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 meet to agree on a plan and set forth a workforce assignment and rotation schedule that provides the optimal training benefit and ensures that employees learn the skills involved in the mechanic work under warranty. 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.
Section 14 – CONTRACTING OUT
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, ensures that employees learn the skill to avoid future work being contracted out, 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 meet to agree on and set forth a workforce assignment and rotation schedule that provides the optimal training benefit and ensures that employees learn the skills involved in the mechanic work under warranty. 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.

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 be promoted 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. **NOTE: (TA’d)**

e. An assistant supervisor’s duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). Whenever the maintenance supervisor is absent for 8 hours or more, and the assistant supervisor shall be filling in as acting supervisor and they shall be paid an additional hourly premium of $1.25. No senior mechanic will be utilized under these conditions when an Assistant Supervisor is available to perform the work. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, and the most senior mechanic will be filling in as acting supervisor and they will 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).

Section 19 – TRAINING ASSISTANTS

The Bus Maintenance Department may appoint journey level Bus Mechanics as Training Assistants on a temporary basis to develop and present Body Shop training materials and instruction. Training position opportunities will be posted, and a selection process will be used to select employees for these temporary positions. Appointment to the position of Training Assistant will be for a 12-month period.

a. Training Assistants will receive a $55.00/hour premium while performing Training Assistant duties, except that a Training Assistant who is also an Assistant Supervisor will receive a $1/hour premium while performing Training Assistant duties. Duties shall include developing and presenting classes on their area of technical expertise for apprentices and/or other journey level mechanics.

b. Training Assistant duty assignments from within a classification will be made on the basis of seniority. Except in emergencies, at least one week’s notice will be given for an upcoming training assignment, including work hours and locations that may be different than the employee’s regular work, depending on the needs of the training program.

**NOTE:** Replace Section 21 with the following:

Section 21 – APPLYING FOR APPRENTICESHIP PROGRAMS

Par. 1. This Section applies to all apprenticeship and/or training programs described in Sections 8 of this Article, and Section 5 of Article 4.

Par. 2. A bargaining unit employee hired by the District before December 31, 2018, as a Service Worker who was on the District’s November 14, 2019, Apprentice Eligibility List and has not had been offered an opportunity to enter into an apprenticeship shall retain the one-time right to be enrolled into an apprenticeship, which shall be offered on the basis of seniority. Nothing in this paragraph prohibits any bargaining unit employee from applying for an apprenticeship.

Par. 3. After an opportunity to enter into an apprenticeship has been offered to all Service Workers eligible under paragraph 2 of this Section, the District shall have the right to enter
newly-hired employees and non-bargaining unit employees into the apprenticeship programs. All apprentices, whether from within or outside of the bargaining unit, and whether an incumbent District employee or a new hire, shall meet the minimum qualifications established by the District. If the District determines an incumbent District bargaining unit employee applicant is equally qualified as an applicant from outside of the bargaining unit or an applicant who would be a new hire, the District shall provide the apprenticeship program position to the incumbent District bargaining unit employee.

Par. 4. A Service Worker, Helper or other bargaining unit employee who has entered into an apprenticeship under this Article, but withdraws from the apprenticeship for any reason, may return to the classification he or she held immediately prior to entering into the apprenticeship, whether the classification is Service Worker, Helper or another classification. Except when the apprentice withdraws from the apprenticeship due to a qualifying medical reason (including but not limited to leaves pursuant to OFLA, FMLA, or the ADA) or due to a military leave, the withdrawing apprentice shall receive a seniority date equal to the date of his/her return to the classification. When the apprentice withdraws from the apprenticeship due to a qualifying medical reason or due to military leave, the withdrawing apprentice shall receive a seniority date equal to his or her seniority date immediately prior to entrance into the apprenticeship. Notwithstanding the above, an apprentice who has been terminated from an apprenticeship shall be governed by Paragraph 18 of Section 7, and the eligibility of an apprentice who is terminated or withdraws from an apprenticeship to apply for and enter into subsequent apprenticeships is governed by Paragraph 19 of Section 7.

Par. 5. In the event that a District Journey Technician maintenance employee (Bus, Facilities or Rail) applies for an apprenticeship which he or she has not yet completed, and entering such Journey Technician into the applied-for would result in a severe hardship on the District relating to the performance of the Journey Technician’s current position (i.e. the vacancy created by the Journey Technician leaving his or her current position for a new apprenticeship would result in the need to cut jobs or to contract out work), the District may pass over that Journey Technician applicant and select the next qualified applicant. In such cases, the Journey Technician applicant who has been passed over will be given the opportunity to enter into the previously applied-for apprenticeship upon the next opening or vacancy, and shall be paid at the top Apprentice rate for the applicable program. Upon successful completion of the apprenticeship, the passed-over Journey Technician shall be afforded the seniority he or she otherwise would have had if selected for the initial opening.

Par. 6. Any District bargaining unit employee who has successfully met all the prerequisites established by the District and is selected to enter a District apprenticeship program shall be provided an opportunity to attend a program orientation of the pertinent program prior to accepting entrance into the apprenticeship program. The orientation will include a meeting with a trainer to cover job requirements and expectations, working conditions, and an interview with a Journey Technician who graduated from the pertinent apprenticeship program.
NOTE: Section 22 is New, so Language proposed is new not replacement
Section 22 – PRE-APPRENTICESHIP AND CAREER LADDER PROGRAM

Par. 1. There shall be a pre-apprenticeship and career ladder program. The purpose of the program shall be to provide ATU employees with funding to learn the concepts necessary for the Maintenance Apprenticeship Programs and demonstrate an aptitude to be successful in the District’s apprenticeship programs.

Par. 2. Pre-Apprenticeship Program Outline:

a. All classes will be through Portland Community College (PCC).
b. Employees will be responsible for meeting the qualifications to take classes including passing the no fee college placement exam with PCC.
c. TriMet will pay directly to PCC for up to six (6) classes that have a direct impact on Pre-Apprenticeship Program participants’ ability to qualify for an apprentice program, including prerequisites if needed. TriMet shall have the right to confirm that the course is necessary for qualification or as prerequisite. TriMet will pay for required course materials for eligible employees.
d. Employees must maintain a minimum of a C grade in each class to continue to be eligible for pre-payment of the next class. If an employee fails to achieve a C grade, they will be eligible to continue in the program only after they have taken the class again at their own expense and received a minimum of a C grade.
e. Only fifteen (15) employees may be enrolled in any given school term. If more than 15 employees sign up to participate in the program, employees will be given an opportunity to enroll on a seniority basis and the parties will separately discuss how to address the demand.
f. An employee may only take a maximum of two classes during the same term.
g. Employees will only be eligible for the program for a three-year period which commences on the start date of the first class in which the employee is enrolled.
h. Course recommendations for the program participants interested in Rail apprenticeships:
   i. APR 121 - Introduction to Electricity and Circuits
   ii. MT 111 – Electronic Circuits and Devices I
   iii. MT 102 – Introduction to Semiconductor Devices
i. An employee who successfully passes classes recommend by the District for the pertinent apprenticeship program, and meets attendance, discipline and driver license requirements, will be given priority over a non-bargaining union employee who applies for the same position.
j. If an employee’s work schedule is incompatible with their class schedule, the parties will make arrangements that facilitate the employee’s participation in class, including being provided time off from his or her work schedule without loss of pay and without discipline.
ARTICLE 4
NOTE: Replace Section 5 with the following:
Section 5 – APPRENTICE PROGRAMS

Par. 1. There shall be a Plant Maintenance Mechanic Apprenticeship Program. The purpose of the program shall be to offer qualified apprentices, and new hires with maintenance education, skills and experience, the opportunity to advance in the field of facilities maintenance to a journey-level of proficiency; and to ensure safe, dependable and accessible service, equipment and facilities.

Par. 2. The Facilities Training program shall be governed by the provisions contained in Article 3, Section 7 and Section 21.
ARTICLE 9 – PAY SCHEDULES AND CLASSIFICATION

Section 1 – WAGE RATE ADJUSTMENT
Par. 1 For the term of this agreement, wages for all classifications, except Student Operators, covered by this Agreement will be increased 3.03% on December 1, 2016; 3.25% on December 1, 2017; and 3.50% on December 1, 2018.

Yearly increases to be applied on base year salary. Longevity premiums for all employees (except maintenance journey workers, senior parts-persons, and streetcar superintendents) shall be $0.30 per hour after 15 years of service; an additional $0.35 per hour after 20 years of service; an additional $0.65 per hour after 25 years of service; and additional $0.50 per hour after 30 years of service; and an additional $0.50 per hour after 35 years of service.

MAINTENANCE DIVISION
Raise the top rate of the following classifications by $1.22 going forward (in addition to the annual wage rate adjustment):
931 (Journeyworker Mechanic), 33.37
551 (Journeyworker LRV Mechanic), 33.37
888 (Commuter Rail Maintenance), 33.37
557/968 (Plant Maintenance Mechanic), 33.37
451 (Streetcar Journeyworker) ($33.37)

Start the following classifications at $34.59 (plus annual wage rate adjustment)
Bus Electronic Technician
LRV Overhaul Technician
LRV Electronics Technician

Start the following classification at $33.37 (plus annual wage rate adjustment)
Bus Body and Paint Technician

ATU makes the following impact proposal regarding placement of employees into the new classifications in maintenance (LRV overhaul and LRV electronics Technicians) and bus (Electronic and body and paint Technicians) shall be filled from current employees when the classification is first created as follows: It shall be offered to qualified employees on a seniority basis until filled. If it is not filled, TriMet can hire from the outside into the classification. For those employees that take the position initially, they shall have a one-time opportunity to bid back into the respective Journey Worker/Technician role (Mechanic or LRV Mechanic) at the first sign up held after they have been in the classification for two years. Those employees who fill in the new classifications shall continue to accrue seniority in their respective Mechanic Classification and in the event an employee filling a new position returns to a classification previously held for any reason (such as a medical reason), they shall maintain their original seniority. Employees may apply for any later openings in the new classifications by applying and meeting the minimum qualifications.

Qualified is if you are currently performing the role, or have performed the role in the past, or meet the minimum qualifications.

ATU clarifies that the Wheel True Technician classification is currently paid 34.59. ATU’s understanding is that this is consistent with their current pay and not disputed with TriMet, but their wage is misprinted in the contract and none of TriMet’s proposals have corrected this).
If not otherwise addressed for new classifications, ATU agrees to TriMet’s proposed wage and wage scale.

FINANCE DIVISION
(Proposal describes selective pay increases rather than modifying contract language)

336, Timekeeper shall be $41.29, plus the agreed on wage rate adjustment (.74 increase)

New bargaining unit members: Operations Coordinator (pay code 0720), pay: $37.00