Working and Wage AGREEMENT

Between
Amalgamated Transit Union Division 757 and TriMet

December 1, 2012 – November 30, 2016
Working & Wage Agreement

PARTNERSHIP FOR PROGRESS & MOBILITY

TRIOMET

December 1, 2012 - November 30, 2016
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THIS AGREEMENT is between TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (hereinafter for convenience called the District), its successors and assigns, party of the first part, and of the AMALGAMATED TRANSIT UNION, DIVISION 757 OF PORTLAND, OREGON, (hereinafter called the Union), party of the second part.

WITNESSETH: PREAMBLE

It is recognized by the parties hereto that the District, a publicly owned municipal corporation, is engaged in operating a transit system in the three Oregon counties of Clackamas, Multnomah, and Washington, and that so long as the District is engaged in such operation, in order to provide adequate service the employees of the District in operating the transit system are entitled to fair wages and working conditions.

It is also recognized that to protect the interest of the public, efficient, reliable, and convenient service must be given with resources available. This can only be accomplished by maintenance of adequate and effective facilities from which careful, competent, and courteous employees operate modern equipment. It is the purpose of this agreement to aid in the accomplishment of these purposes set forth and to that end it is mutually agreed as follows:
ARTICLE 1—GENERAL PROVISIONS

SECTION 1—TERM OF AGREEMENT

Par. 1. Effective Date
This Agreement shall be in effect from December 1, 2012, through November 30, 2016.

Par. 2. Severability
If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be determined by final judgment or ruling of a court or state administrative body to be illegal, invalid, or unenforceable for any reason whatsoever, the remainder of this Agreement and the application of its terms and provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Par. 3. This Agreement may be reopened by either party and subject to further negotiations in the event of the establishment of a national wage policy by an agency of the Federal Government during a national emergency only if such wage policy prevents either of the parties from enforcing the terms of the Agreement.

Par. 4. 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. The parties have agreed to labor/management meetings (three representatives from each side) to make recommendations to the District on health insurance plan design, benefit levels, and the possible utilization of a private healthcare exchange for plan year 2016.
   b. The ATU President and the District’s Executive Director of Labor Relations & Human Resources shall be the exclusive signatories to side letters, supplemental agreements, and memorandum of understanding agreements between the parties.

SECTION 2—UNION

Par. 1. Recognition
   a. The District recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
   b. The bargaining unit includes all employees in the classifications set forth in the wage section of this Agreement and all employees regardless of title, who perform the work normally performed by those classifications.

Par. 2. Membership
   a. All persons covered by this Agreement shall maintain membership in good standing in the Union, except as provided in subparagraphs (c) and (d), below.
   b. All persons hereafter employed by the District to perform the duties of employees covered by this Agreement shall be furnished with an application for membership in the Union at the time of such employment, and shall be advised of the requirement that they shall become members of the Union within thirty-
 ARTICLE 1—GENERAL PROVISIONS

one (31) days after the date of this Agreement or thirty-one (31) days from the beginning of employment with the District, whichever is later.

c. Employees of the bargaining unit who choose nonmember status shall have deducted from their compensation an “in lieu of dues payment” which shall be remitted by the District to the Union commencing thirty-one (31) days after the date of this Agreement or thirty-one (31) days from the beginning of employment with the District, whichever is later.

d. A nonmember employee shall have the right, based upon a bona fide religious tenets or teachings of a church or religious body of which such employee is a member (as defined under ORS 243.666 and 29 U.S.C. Sec. 169), to pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof to the District and the Union that this has been accomplished by no later than the 5th day of each month. In the event that the employee fails to furnish written proof to the Union that such has been accomplished, the Union shall have the right to require the District to deduct the amount from the employee’s compensation.

e. The District agrees that the officers and members of the Union shall be granted leaves of absence on Union business as authorized by the Union, when so requested. It is further agreed that any member of this Union who now holds office, or shall be appointed or elected to any office in said Union, which requires his/her absence from the District’s employ, shall upon his/her retirement from said office be placed in his/her former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

f. The Union agrees to defend and hold harmless the District from any claim arising from the operation of this provision.

g. This provision shall remain in full force and effect after the termination of this Agreement and until such time that a new agreement has been negotiated and implemented by the parties.

Par. 3. Representative’s Rights

The District agrees that the officers and members of the Union shall be granted leaves of absence on Union business as authorized by the Union, when so requested. It is further agreed that any member of this Union who now holds office, or shall be appointed or elected to any office in said Union, which requires his/her absence from the District’s employ, shall upon his/her retirement from said office be placed in his/her former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

Par. 4. Compliance with Law

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, shall not be effective until authorized in such election or until full compliance with law is accomplished.

Par. 5. Affirmative Action

a. The District and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Union will support the District’s efforts to implement a policy and practice of Affirmative Action to correct the effects of any past discrimination and to provide the fullest opportunity for minorities and females to participate in all levels of employment with the District.

b. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

SECTION 3—ADJUSTMENT OF GRIEVANCES & ARBITRATION

Par. 1. It is hereby agreed that the properly accredited officers of the District shall meet with the properly accredited officers of the Union on all grievances relating to any alleged violation of any provision of this Agreement or concerning the suspension, discharge, or other discipline of any employee covered by this Agreement (except during the employee’s probationary period). All such grievances when filed by the Union or an employee shall be processed through the procedures set out in Sections 3 and 4 of this Article. Effective August 1, 2012, the Union shall be responsible for paying its representatives in any step of the grievance procedure.

Par. 2. Should there be any dispute, complaint, or grievance of any employee or the Union, herein collectively referred to as grievances, it must be presented by the employee or the Union to the appropriate Department Director within thirty (30) days following either the occurrence out of which the grievance arose or from the first date the grievance could reasonably be assumed to have been known to the employee, whichever is later. Failure to present the grievance within thirty (30) days will be deemed a waiver of the grievance.

Step 1

Such grievance shall be presented in writing to the Director of Labor Relations who shall forward it to the appropriate Department Manager or his/her designee specifying the date of submission. A representative of the Union shall accompany the employee to meet with the appropriate Department Manager. If the Department Manager or his/her designee and the grievant are unable to arrive at a satisfactory settlement, the Department Manager or his/her designee will provide a written answer to the Union within ten (10) days after the date the grievance was first presented. To be timely, the Union must...

Step 2

...refer the grievance to the Department Director or his/her designee within ten (10) days of the Step 1 response.

a. Within ten (10) days after the date of receipt of such written grievance, a meeting shall be scheduled between the Department Director or his/her designee and Union Representative.

b. If the two are unable to arrive at a satisfactory settlement within ten (10) days after their initial meeting, the Department Director or his/her designee will provide a written answer to the Union within ten (10) days after the date the grievance was first presented. To be timely, the Union must...
Step 3
...Submit the grievance to the Federal Mediation and Conciliation Service as provided in Paragraph 6 of this section within thirty (30) days.

Par. 3. The persons handling grievances at each step for the District and the Union shall have the authority to finally resolve the grievance at that level, except no such settlement shall have any effect on or alter this Agreement.

Par. 4. Optional Expedited Arbitration
The District and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

a. Both parties must mutually agree to expedite arbitration to resolve a specific grievance.

b. The hearing shall be informal.

c. No briefs will be filed.

d. There will be no formal rules of evidence.

e. Each party will have one (1) hour to present its case and one-half (1/2) hour for cross-examination and rebuttal. Each case will be completed within three (3) hours or less.

f. The arbitrator must agree to hear a minimum of two (2) cases in any one (1) day. Both parties and the arbitrator may agree to consider more cases in any one day.

g. The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event shall render a decision within forty-eight (48) hours after the conclusion of each hearing.

h. The arbitrator’s decision shall be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.

i. The arbitrator’s decision shall be final and binding upon the parties. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.

j. No decision by an arbitrator in this expedited process shall be deemed to establish practice or any precedent for future proceedings.

k. The fees of the arbitrator shall be borne equally by both parties.

Par. 5. Two (2) arbitrators shall be selected every 14 months during the term of this Agreement, to hear cases in the expedited arbitration process. By no later than 12 months of service, the Union and the District will begin selecting two (2) new arbitrators, such selection being completed before the 14 month terms of the incumbent arbitrators has expired. The parties may agree in writing to reappoint any incumbent arbitrator for an additional 14-month term. Hearings with the two (2) arbitrators will be scheduled on a rotating basis, i.e., if Arbitrator A is scheduled to hear two (2) or more cases on a particular day, Arbitrator B will be scheduled to hear the next group of cases, etc.

Par. 6. If the expedited arbitration procedure is not selected by the parties, the District and Union shall select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. If possible, this selection will be completed within ten (10) days. The decision of the impartial arbitrator shall be final and binding on both parties hereto. The fee, if any, of the impartial arbitrator shall be borne equally by both parties. All other expenses of arbitration, excluding legal fees, are to be divided equally between the parties.

Par. 7. It is expressly stipulated by and between the parties that any wage or other condition of employment and service that can be improved either for the District or the Union, and which is not expressly provided for herein shall be subject to presentation by the District or the Union at any time by giving thirty (30) days notice, or less, if notice is waived, to be dealt with in supplemental agreements.

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. Suspension or discharge of an employee who 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 the suspension or discharge within thirty-six (36) 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.

f. Posing an immediate or potential danger to public safety.

Par. 5. Whenever the District suspends or discharges an employee under the terms of Paragraph 4 of this Section, the Union will be notified within twenty-four (24) hours.

Par. 6. 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 third 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.
ARTICLE 1—GENERAL PROVISIONS

Par. 7. 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. 8. The District and the Union will cooperate continually to the best of their ability to improve and maintain discipline.

SECTION 5—NO STRIKE, NO LOCKOUT

It is agreed the Union or any employee shall not engage in any strike, walkout, or slowdown during the period of this Agreement. It is further agreed the District shall not lock out its employees during the term of this Agreement.

SECTION 6—OVERTIME

Par. 1. All monthly employees covered under this Agreement shall receive time and one-half for all overtime worked. Overtime shall be work over eight (8) hours a day, or forty (40) hours a week, except as provided elsewhere in this Agreement.

Par. 2. When an employee is called upon to work overtime, they shall not be penalized by being required to take time off before or after such overtime. Where more than one overtime provision is involved in any particular case, only one such provision shall be applicable, but the employee shall be entitled to have that overtime provision applied which shall entitle them to receive the greatest amount of overtime pay.

SECTION 7—VACATIONS

Par. 1. Subject to qualifications of this Section, all employees covered by this Agreement shall receive vacation with pay as follows:

After one (1) year of continuous service—one (1) week
After two (2) years of continuous service—two (2) weeks
a. After five (5) years and less than nine (9) years of continuous service—three (3) weeks
b. After nine (9) years and less than fifteen (15) years of continuous service—four (4) weeks
c. After fifteen (15) years and less than twenty-four (24) years of continuous service—five (5) weeks
d. After twenty-four (24) years of continuous service—six (6) weeks

Par. 2. The employee's vacation eligibility shall be determined and computed on the basis of his/her vacation base year. Vacation base years are established as follows:

a. If the employee's first date of last employment by the District or its predecessor was prior to April 1, 1951, his/her vacation base year shall be April 1 through March 31 of each year.

b. If the employee's first date of last employment by the District or its predecessor was from April 1, 1951 through June 30, 1971, their vacation base year shall be the 12-month period following their anniversary date of last employment each year.

c. If the employee’s date of employment by the District is July 1, 1971, or thereafter, their vacation base year shall be from April 1, following their date of employment through the following March 31. Effective April 1, 1976 employees in this category shall accumulate vacation eligibility from date of hire. Such vacation may be taken following the employee’s anniversary date provided they have complied with the vacation sign-up procedures of the District.

1. Employees in this category shall be permitted to take a paid vacation after completion of a base year of service. Employees who have not completed this base year of service on April 1 following date of employment and are, therefore, not qualified for a paid vacation, may elect to receive either (a) a cash settlement of 1/365 of forty (40) hours pay for each day from date of employment until following March 31, payable on the first regular payday after the first anniversary of employment, or (b) time off in lieu of the payment described in (a) above. Time off will be given in increments of full days only, and a cash settlement will be made for remaining periods of less than a full day.

Par. 3. The following additional special considerations are applicable:

a. The vacation period shall extend from April 1 of any year to March 31 of the succeeding year.

b. Vacation pay shall be paid at regular pay periods. Vacations shall be calculated on the basis of forty (40) hours pay per week of vacation.

c. Any employee who has voluntarily been absent from work more than ten percent (10%) of the 12-month period preceding the start of the normal vacation period shall have deducted from their vacation allowance one-twelfth (1/12) of their normal vacation allowance for each month or fraction thereof they have voluntarily been absent from work.

d. Employees must return to work after their regular vacation period and be working at the next regular payday before vacation pay will be allowed.

e. Notwithstanding the provisions of subparagraph (d), above, employees otherwise qualifying for vacation will be paid for such vacation upon resignation or discharge from the District if such termination is effective prior to the date the employee has actually received such vacation.

f. Any employee who has worked twelve (12) or more months, who is laid off, or discharged, or who resigns, retires, or enters military service, shall be allowed a prorated vacation. If an employee whose first date of last employment was on or after April 1, 1951, is laid off or discharged or resigns, retires, or enters military service and has been paid vacation pay in advance of their anniversary date of such employment in excess of the pro rata vacation pay to which they are entitled under the provision of this paragraph, such excess payment shall be deducted from their final check.
No vacation pay eligibility shall be earned or credited due to absences from work due to layoff. No vacation pay eligibility shall be earned or credited due to absence from work due to sickness or non-occupational accident after six (6) months.

An employee who is off due to industrial injury, or aggravation of that injury, will stop accruing vacation credits after one (1) year from the original date of injury provided, however, that should the employee suffer an aggravation of such injury during the second year after the original date of injury, that employee will be entitled to accrue vacation credits during that second year for an additional period of six (6) months less the amount of time off due to that injury or its aggravation in excess of six (6) months during the first year following the original date of injury.

The District shall make available sixty-five (65) vacation weeks during the summer sign-up which is based on the beginning and ending of the school year; provided, however, that the amount of vacation weeks available during this period shall be at least ten (10) weeks higher than the number of vacation weeks available at every other time throughout the year. Additional weeks may be added at the discretion of the District. The scheduling of such additional weeks will not bind the District to offer a like amount in subsequent years.

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 vacation purposes.

All salaried classifications shall be permitted to convert up to two (2) weeks of vacation each year to use one day at a time, which days shall be considered floaters for end of year payoff.

All salaried classifications shall be permitted to carry over up to two (2) weeks of vacation each year.

All mini-run operators shall be permitted to carry over unused vacation when moving to full time. (Mini-run operators will only accrue full time vacation from the completion time they are promoted to full-time operator status).

Maintenance employees will be allowed to carry over up to two (2) weeks of vacation annually.

Employees may choose the order in which paid leave hours shall be applied to FMLA/OFLA leave. Employees who take FMLA/OFLA leave to (1) care for a family member with a serious health condition, (2) recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee’s regular position, (3) to care for a child of the employee who is suffering from an illness, injury, or condition that is not a serious health condition but that requires home care, (4) to care for a spouse, son, daughter, parent, or next of kin who is a covered service member, or (5) to attend a funeral or memorial service for a family member, make arrangements necessitated by the death of a family member, or to grieve the death of the family member are required to exhaust all paid leave hours (sick, vacation, floating holidays, and birthday) at the beginning of the FMLA/OFLA leave. Employees may choose the order in which paid leave hours shall be applied to FMLA/OFLA leave. Employees who take FMLA/OFLA leave for (1) the birth of a child, (2) the placement of a child

for adoption or foster care, or (3) a qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is on covered active duty or has been notified of an impending call to active duty are required to exhaust all paid vacation and floating holiday and birthday leave hours at the beginning of the FMLA/OFLA leave. While not required to do so, employees may elect to use paid sick leave for such leaves. For purposes of this paragraph, “family member,” and “serious health condition” are used as defined in FMLA/OFLA.

An employee who has scheduled vacation to begin on a date after the conclusion of the employee’s FMLA/OFLA leave, but who has exhausted all vacation hours during the FMLA/OFLA leave, shall retain the right to elect whether to take the previously scheduled vacation as unpaid or to work during that period. At the time FMLA/OFLA leave is requested, the employee must notify the District of (1) the order in which the employee’s paid time off will be applied to the employee’s FMLA/OFLA leave; and (2) whether the employee’s currently scheduled vacation will be cancelled or whether the employee will take the scheduled vacation as unpaid leave. If the employee fails to make these notifications at the time of the employee’s request for FMLA/OFLA leave, the District will notify the employee that his/her scheduled leave is cancelled and that the employee will be required to work during that time.

Notice given with forms: An employee who chooses to utilize vacation, floating holiday, and/or birthday available leave hours to cover FMLA/OFLA leave and will no longer have sufficient vacation, floating holiday and/or birthday leave to cover any previously scheduled vacation must also notify the District whether they will take the previously scheduled vacation as unpaid or cancel the vacation and work during that time. Employees who do not notify the District of their election at the time they request FMLA/OFLA leave will have their previously scheduled vacation cancelled and will be expected to work during that time.

Section 8—Holidays

Par. 1. Whenever in this Agreement premium time is specified for, or working conditions based on work performed on holidays, it shall be construed to mean work performed on New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Veteran’s Day Holiday for Veterans will be observed as provided by Oregon law. Whenever any of the above-named holidays falls on a Sunday, the following Monday shall be observed as such holiday. Employees shall receive eight (8) hours pay at their regular straight-time rate for each of such paid holidays. If an employee performs work on a paid holiday, they shall receive holiday computed as above, in addition to their pay for the time actually worked which shall be at the employee’s overtime rate. An employee’s birthday is a holiday for that employee.

Par. 2. An employee may elect to take their birthday on a day other than the actual birthday provided that the employee gives no more than thirty (30) days notice of such election. This provision shall be implemented on a department-by-department basis under mutually agreed upon rules.

Par. 3. Each employee will have three (3) floating holidays, which may be taken on the day of their choice subject to the provisions herein. Bus Operators will sign for this holiday as Off Duty subject to the provisions of Article 2, Section 1, Paragraph 6
of this Agreement. Other employees will notify their supervisor in writing as to the date upon which the employee wishes to take their floating holiday. The period of sign-up shall begin at 12:01 a.m. on the same date of the month prior to the month selected, e.g., sign-up for February 2 will commence at 12:01 a.m. January 2. No sign-up can be made by any employee after 10:00 a.m. of the day prior to the day off selected. In the event more persons sign up for a given day than the District can permit off, selections shall be in the order of sign-up.

Par. 4. Employees may elect to receive eight (8) hours pay in lieu of taking their floating holiday(s). If pay is elected it will be added to their first paycheck following April 1.

Par. 5. No holiday pay eligibility shall be earned or credited during absences from work due to layoff. No holiday pay eligibility shall be earned or credited during absences from work due to sickness or non-occupational accident after six (6) months duration.

Par. 6. An employee who is off due to industrial injury, or aggravation of that injury, will stop accruing holiday credits after one (1) year from the original date of injury provided, however, that should the employee suffer an aggravation of such injury during the second year after the original date of injury, that employee will be entitled to accrue holiday credits during that second year for an additional period of six (6) months less the amount of time off due to that injury or its aggravation in excess of six (6) months during the first year following the original date of injury.

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%) 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). Six (6) months after the employee elects 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. 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. 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.

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 s/he 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 (HMO). Effective January 1, 2016, the UHC HMO plan will change to the UHC PPO plan or its substantial equivalent. 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-U 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).

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 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-U 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. 2. Benefits Coordinator
a. The District shall pay the Union $1,500 per month effective December 1, 2009, for the purpose of employing and paying a benefits coordinator whose sole duty will be to assist and advise individual employees with insurance-related problems.

Par. 3. Employee Assistance Program
a. The Employee Assistance Program 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.

d. 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 have retired since July 1, 1971, will receive $10,000 life insurance.

b. A $150.00 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.

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 retirees.

g. The claims administration of these benefits will be the same or better than presently provided.

Par. 5. Sick Pay

a. Sick leave is to be used only for bona fide illness under circumstances in which the employee is physically unable to perform work duties. Payment will be made only when an employee is absent due to non-occupational illness, or as otherwise provided by law; absence for any other reason will not qualify an employee for sick pay. The ability to work regularly is a requirement for continued employment with the District. This expectation will govern decisions on employees who are absent repeatedly. Abuse of sick leave may result in disciplinary action.

b. Employees covered by this Agreement will accumulate sick leave beginning with the completion of the employee's probationary period at the rate of eight (8) hours for each 160 accumulated straight-time pay hours to the maximum accumulated sick leave. For purposes of this provision, straight time pay hours shall include, in addition to straight time pay hours worked, spread-time hours worked (the combination of straight-time and spread-overtime may not exceed 8 hours per day), time paid for vacations, holidays, jury duty, funeral leave, and military service, as well as days off up to fifty-six (56) hours due to authorized leave of absence. Absence due to illness will not be deemed an authorized leave of absence for this purpose.

c. Sick leave benefits will be eight (8) hours straight time pay at the employee's regular rate of pay.

d. Upon reaching the earliest date when an employee could elect to retire and receive pension benefits, or upon suffering a permanent disability, an employee who has completed at least ten (10) years of continuous service as provided under Paragraph 2(a) of the Pension Plan and Permanent Disability Agreement between the parties, effective December 1, 1998, will have all unused accumulated sick leave up to the maximum accumulated sick leave converted to provide additional monthly pension benefits, computed at the rate of $0.25 per hour for each such hour of unused, accrued sick leave.

When an employee whose employment with the District terminates before reaching the earliest date when an employee could elect to retire and receive pension benefits, and who has completed at least ten (10) years of continuous service as provided under Paragraph 2(a) of the Pension Plan and Permanent Disability Agreement, the employee will be paid, within two weeks of the date of termination, 50 percent of any unused, accumulated sick leave up to the maximum accumulated sick leave.

e. Every December the District will pay fifty percent (50%) of any unused accumulated sick leave eligible for payoff in the employee’s sick bank that has accumulated in excess of the maximum accumulated sick leave.

f. In the case of an employee who is off work due to illness for two (2) or more consecutive days, the first of such days upon which the employee works four (4) hours or less will be considered as the employee's first day of sick leave for the purposes of the sick leave article.

g. An employee who is absent due to non-occupational illness or accident on more than four (4) separate occasions in any period of 180 consecutive calendar days, or who is absent for more than five (5) consecutive working days, may be required to submit a doctor’s certificate stating that the employee was unable to perform his/her duties and the date of treatment. In the case of an employee who has been off for more than four (4) separate occasions within 180 days or for more than five (5) consecutive working days, the employer will notify the employee that a doctor’s certificate may be required before their next absence will qualify for sick pay, and before they will be allowed to return to work.

h. An employee who is out in excess of five (5) consecutive days may be required to submit a doctor’s certificate provided, however, that no employee shall be required to submit a doctor’s certificate unless that employee has been notified prior to the days of absence for which the certificate is to be submitted.

i. Employees may use two (2) days sick leave per year (as measured by the vacation year) for the care of a member of the employee’s immediate family (spouse, children living at home). Such time shall not count as lost time for purposes of the District’s absenteeism policies. Employees may also use sick leave for qualifying absences under either of the federal or state family leave acts—Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFILA). Such time shall not count as lost time for purposes of the District’s absenteeism policies.

j. Effective 12/01/03, increase the maximum accumulated sick leave to 1450 hours; to 1500 hours effective 12/01/04; to 1550 hours effective 12/01/05; to 1600 hours effective 12/01/06; to 1650 hours effective 12/01/07; and to 1700 hours effective 12/01/08.

Par. 6. Workers’ Compensation

a. Employees shall be covered by workers’ compensation insurance.

b. Any employee under a Workers’ Compensation injury shall retain their rights of employment while under a doctor’s care for such injury.

c. All employees on Workers’ Compensation leave shall report to their Department Manager if physically able at least once every two (2) weeks and be under the care of a physician at all times.

Par. 7. Death and Felonious Assault Insurance

The District will self-insure or pay one hundred percent (100%) of the premium for a $100,000 insurance policy covering all employees covered by this Agreement for death, dismemberment, and permanent disability due to felonious assault.
ARTICLE 1—GENERAL PROVISIONS

Par. 8. Funeral/Memorial Leave

Four (4) days leave with eight (8) hours pay at regular straight time rate will be granted each year to each employee for each death in their immediate family. Funeral/Memorial leave will be taken within 120 days of the death, or the public notice or record of that death. The employee has the responsibility to produce that public notice or record. “Immediate family” is defined as the parents, step-parents, children, step-children, spouse, grandparents, grandchildren, brothers, and sisters, and brothers-in-law, sisters-in-law, domestic partner of the employee and the employee’s spouse or domestic partner. Mini-Run Operators shall receive six (6) hours pay while on such leave.

SECTION 10—RETIREMENT PAY

The provisions of the pension agreement are the subject of a separate agreement between the parties. For reference, those provisions are set forth in the Pension Plan and Permanent Disability Agreement attached hereto.

SECTION 11—PERMANENT DISABILITY

Subject to agreement between the parties, permanent disability provisions are set forth in the Pension Plan and Permanent Disability Agreement attached hereto.

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.

6. By leave of absence of any duration to serve as an official of the Union.

7. By promotion to a supervisory position with the District.

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

c. Continuity of service shall be broken:

   By granting leave of absence to work for the following organizations in excess of six months:
   - Oregon State AFL-CIO
   - National AFL-CIO
   - Any Oregon County Labor Council

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

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

SECTION 13—SENIORITY PROVISIONS

Par. 1. 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. 2. 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.
**Section 14 — Layoff**

**Par. 1.** Employees’ department seniority shall govern in laying off and reemployment of employees. Employees 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.

**Par. 2.** If the District curtails the number of employees in any job, the employee with the least job seniority will be the first to be moved out of the job. That employee will then be entitled to exercise such job seniority s/he has on any other job in that department.

**Par. 3.** An employee subject to layoff who has no seniority in any other department will have preference over outside hires for any jobs that become available and for which the employee is qualified or can be trained within a reasonable period of time.

**Section 15 — Safety**

**Par. 1.** The health and welfare of employees is a primary concern of both the District and Union. Both parties recognize the importance of achieving and maintaining a high level of safety in all operations of the District. Both parties also recognize the importance of reducing on-the-job injuries and controlling property damage and production losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures. Therefore, the District and Union, in recognition of their common commitment to promotion of safety and reduction of losses, will jointly support efforts to implement policies, practices, procedures, and protections during the duration of this Agreement to bring this about. The District will meet to discuss the procedures by which this clause will be implemented.

**Par. 2.** The District may require attendance at safety and educational programs, which are related to safe or effective performance of job duties. Time of attendance at any such meeting shall be paid for at the same pay rate as the employee would have been paid had the employee been working.

**Par. 3.** Hours-of-Service Policy and Procedures

a. The District and the ATU 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.

b. 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.

c. 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.

d. It is understood by the parties that regulatory authorities may impose requirements beyond this within their legal authority.

e. The District and the ATU 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 16 — Jury Service Pay**

**Par. 1.** An employee serving on a Federal or State jury panel shall be paid the difference between the jury pay for a particular day and the regular pay they would have received for working on such a day but for their service on a jury. Mini-run operators shall be entitled to jury duty leave. Mini-runners will be paid five (5) hours (or current average) at the individual’s rate of pay per each day they are assigned jury duty. In the event such jury service occurs during an employee’s vacation, s/he shall receive his/her full vacation pay in addition to the jury pay. No work will be required of any employee on a day they serve on a jury. Regarding service on state jury panels, employees will be relieved from his/her job when serving. If Federal jury service is called for on an employee’s day off, they will be given another day off in lieu of such day. Employees will be paid for time lost while serving on Municipal Court jury provided the employee does not volunteer in any way.

**Section 17 — Modified Return to Work**

**Par. 1.** An employee who is released by their doctor to return to work on a limited basis may be assigned by the District to available work provided:

a. The work to which the employee is assigned shall be consistent with the terms of the doctor’s work release.

b. The employee shall be paid not less than 100 percent (100%) of the rate of pay of the employee’s regular classification.

c. If the job meets requirements (a) and (b) set forth above, there shall be no right of refusal.

d. Hours worked under such assignments will be considered “productive hours” in the computation and eligibility for fringe benefit pay and accruals.

e. Time worked on such assignment shall be considered as any other time worked for seniority purposes.

f. Alternate Work Assignments—If the District has alternate work assignments greater than what the number of scheduled light duty employees can accomplish, the District shall attempt to make such work available to employees who are off work due to off-the-job injuries on a case-by-case basis. In assigning such work, the District will determine the employee’s suitability to perform such work based on the employee’s submission of his or her physician’s release to work document. The parties will meet to discuss the procedures by which this clause will be implemented.
Section 18 — Free Transportation

Par. 1. Free transportation on all lines of the District shall be furnished to all active employees, their spouses and dependents up to age 19 and to 24 for those dependents who are living at home and attending school full-time, members of the Union, and to all retired employees and their spouses, members of the Union retired under the provisions of Sections 10 and 12, above. Limited exceptions to the provisions of this Paragraph may be granted by mutual consent of the Director of Labor Relations or his/her designee, and the Business Representative. Parents of the employee or spouse who are living at the employee’s house will be eligible for free transportation on all lines of the District as long as employee keeps a current affidavit on file with the District’s Human Resources Division attesting to parents living with the employee.

Par. 2. The spouses of deceased active employees who had accumulated ten (10) years of continuous service and the spouses of deceased pensioners will be entitled to free transportation on all lines for life or until remarriage.

Par. 3. The rules and conditions applying to the replacement cost and return of passes upon separation from the District will apply uniformly as to both dependent passes and employee (including spouse) passes.

Par. 4. In the event an employee does not return all passes, punches and other District equipment which has been provided to the employee, the District may withhold up to $50.00 from the employee’s final paycheck until such property has been returned.

Any change in this maximum amount of withholding shall be through negotiations between the District and the Union.

Section 19 — Other Provisions

Par. 1. Unless a specific wage progression schedule is listed in Article 9, all new employees shall be subject to the following minimum progression schedule for the job into which hired:

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<thead>
<tr>
<th>Period</th>
<th>Percentage of Top Rate</th>
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<tbody>
<tr>
<td>1st 6 months</td>
<td>75%</td>
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<tr>
<td>2nd 6 months</td>
<td>80%</td>
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<tr>
<td>3rd 6 months</td>
<td>85%</td>
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<td>4th 6 months</td>
<td>90%</td>
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<tr>
<td>5th 6 months</td>
<td>95%</td>
</tr>
<tr>
<td>Top Rate</td>
<td>100%</td>
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Par. 2. In the event an employee is on extended sick leave or absence due to industrial accident during that employee’s scheduled vacation or on a holiday, the District will pay to the employee the difference between the amount being received by the employee as sick pay or as Workers’ Compensation and the employee’s regular rate of pay, i.e., the employee will receive 100 percent (100%) of the amount of pay that the employee would normally have received had the employee been on vacation or off on holiday involved.

Par. 3. The first 120 calendar days of employment for all employees will be a probationary period. During this period, an employee will not be eligible for uniforms or any benefits except the Medical, Dental and Vision plans. Probationary employees, but not including Student Operators, will be entitled to holiday pay on New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, and Christmas Day. Probationary employees may be terminated without recourse to the grievance and arbitration procedure. At the conclusion of the 120 day period, the employee will become eligible for all benefits and rights as provided for in this Agreement.

Par. 4. Effective December 1, 2012, and only for the term of this Agreement, the District shall deposit $55,000 annually into to 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. 5. The District will pay mileage at the IRS authorized rate in effect at the time for the use of an employee’s personal car on company business. Additionally, the District will pay mileage at the IRS authorized rate at the time the District requires the employee to go to the District’s physician for District-required evaluations (not to exceed 50 miles round-trip).

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 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. 7. Leave of absence for a period of more than thirty (30) days, or an extension thereof, must be agreed upon by and between the District and the Union.

Par. 8. The District shall purchase and affix ATU member decals to all revenue vehicles. The District shall provide name tags or plates for operators to display, on a voluntary basis, while operating revenue vehicles.

Par. 9. Prior to the conclusion of these negotiations, the parties shall provide each other with any and all side letters, Memoranda of Understanding, or Supplemental Agreements which remain active and in effect. Any side letters, Memoranda of Understanding, or Supplemental Agreements not specifically identified by either party will be considered null and void.

Par. 10. The District shall include union employees in its current Section 125 benefit plan.

Par. 11. 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 the amount of $55,000 annually on December 1, 2012, 2013, 2014 and 2015 only provided, however, that the District shall make no such annual payment if the cash balance exceeds $100,000 as of the date payment is due.

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. 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.

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
ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

(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 create an hours of service violation by providing for less than ten (10) hours off between assignments 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.

Par. 2. Allowances

a. Operators shall be allowed ten (10) 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.

c. Operators breaking in students shall receive $1.00 per hour for all hours for which the student is under the Operator's instruction as long as the student drives any part of such time. Students riding a line to become acquainted with trips shall receive $1.00 per hour for all hours for which the student is under the Operator's instruction.

d. Operators may be required by the District to do other work than transportation service. If so required, they shall be governed by the working conditions as defined in this Agreement applying to Operators. They shall be paid at not less than the same hourly rate to which they are entitled in transportation work; however, should Operators do other work for the District which is paid for at a higher hourly rate than Operator's pay, they shall receive such higher rates.

e. Operators called and reporting for special duty, who for some unforeseen cause are not required to take out runs, and Operators working tripsters of less than two (2) hours time shall receive at least two (2) hours time therefore. The minimum pay time for any tripper worked as part of a regular scheduled run shall be two (2) hours. Operators marked up to call in will receive two (2) hours pay for doing so. Any Operator called for work shall receive a minimum of two (2) hours pay.

f. Any regular or list extra run with a break of one (1) hour or less shall be guaranteed to be paid straight through such break without requirement of time slip.

g. Operators whose designated place of relief is in a different location than their designated starting location will receive a road relief allowance as agreed upon by the Union and the District. These relief amounts shall be posted on the sign-up.

1. If an Operator is not returned to their garage within one (1) hour from time of relief, or is unable to reach their relief point from the garage within one (1) hour of time of relief, they will receive their road relief allowance plus one (1) hour penalty pay at straight time, plus straight time for all time in excess of the hour. At all times Operators will be responsible for catching the first available bus.

2. All parties recognize that the road relief allowance represents compensation for the inconvenience associated with road reliefs and does not represent pay for time worked, and shall not be considered as pay for time worked for any purpose.

3. In the event the District establishes any new or different road relief points, it will notify the Union at least ninety (90) days prior to the use of such point, and the parties will promptly meet and negotiate a proper allowance for such road relief point. If they are unable to agree on an amount, the issue will be submitted to arbitration as provided in Article 1, Sections 3 and 4.

4. Under no circumstances will an Operator receive more than one (1) relief payment in one (1) day because of this provision. This payment will be made on scheduled runs only.

h. Any Operator who has not been relieved at their road relief time and point must notify Dispatch. The Dispatcher will, in turn, notify the Station Agent. If the station agent knows the conditions for the relief of the Operator, that information will be transmitted back to the Operator by the Dispatcher. If the Station Agent must talk to the Operator due to a complication, the Dispatcher will ask the Operator to contact the Station Agent. In any event, upon notifying the Dispatcher of no relief the Operator will stay in service until such time as a relief Operator can be provided. The operator can invoke the twelve (12) hour rule.

i. If an operator is relieved at a non-relief point, the District will make a good faith effort to provide the Operator transportation back to the garage.

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 be marked up for work in rotation under the revolving system. 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.
ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Par. 4. Claims

a. Operators making out accident/incident reports shall exercise care. Operators shall be allowed actual straight time not to exceed forty-five (45) minutes for writing out each and every accident/incident report. Operators shall receive travel time in addition to the above when required to travel to the office to make accident/incident reports. The District will pay mileage at the IRS authorized rate in effect at the time for the use of an employee's personal car on company business.

b. Operators requested to travel to the Risk Management Department to make out special reports shall receive the same pay allowance as prescribed for accident reports.

Par. 5. Overtime

a. All working time above eight (8) hours, or any scheduled regular run of less than eight (8) hours in any twenty-four (24) hour period shall be paid for at the rate of time and one-half; provided, also, that if any Operator has worked a scheduled run of less than eight (8) hours and continues working in connection with said run, without a break, because of delays or oversleeps, time and one-half shall begin after completion of eight (8) hours work. It is understood and agreed that all scheduled runs with more than one (1) hour off duty shall be considered a break. Any Operator having completed a scheduled run of less than eight (8) hours who is used for any purpose whatsoever, that is not in connection with their completed run, shall be paid eight (8) hours and in addition, shall be paid for all time so used at the rate of time and one-half including report time. This shall also apply to time worked due to failure of a road relief or to additional work assigned by a Supervisor in the field.

b. Any RDO work or extra work, for monthly-rated employees, that cannot be assigned on a straight-time basis shall be made available to regulars and extras in order of seniority. This provision shall apply to full shift overtime work.

c. On all swing runs completed in excess of twelve (12) hours consecutive time, time and one-half will be allowed for all such time in excess of twelve (12) hours consecutive time.

d. An Operator who has not been relieved at his/her normal relief point and relief time and who so notified the Station Agent is to be relieved within one (1) hour of such notification and, if not, to be paid at the rate of double time for all time worked after the expiration of that hour until the employee's next scheduled working time. If an Operator cannot make their next relief point because they have not been relieved at their normal relief point, shall not receive less than their full run pay.

e. Road Supervisors and Station Agents, including extras, shall be governed by the time and one-half provisions of this Agreement when assigned to Operator’s work in addition to normal duties.

f. All Operators, extra Operators, and Loaders assigned to regular runs, shall, insofar as operating conditions permit, be entitled to two (2) days off in seven (7); it is understood, however, that under emergency conditions, regular Operators and extra Operators may be called for work on their assigned days off after all possibilities in the extra list have been exhausted, but when so called, a minimum of eight (8) hours time will be allowed and paid for at time and one-half rate. When a new sign-up takes effect, any assigned days off conflicting therewith shall be cancelled.

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Par. 6. Off Duty

a. The District shall place in the office a book in which employees can register in ink or indelible pencil for the day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon, the name at the top of list to be the first employee off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one day previous to the date the employees wish to be off duty, with the understanding that the privilege is not to be abused by anyone. No Operator will be permitted to register his/her name in said book more than one (1) month in advance except on holidays, in which case it will be permissible to register two (2) months in advance.

b. The first employee off on any day shall be the employee who has chosen that particular day as his/her regular day off. On all other days, after his/her class of employee has been exhausted, other employees may be let off according to their position in the book.

c. To determine which Operators, those on leave of absence excepted, will be off duty on all District holidays, the following procedures will apply: Operators may volunteer to work on a holiday by placing their name in the holiday book. Operators volunteering to work who normally work the day of the holiday will have first choice of shifts. Operators volunteering to work who normally are RDO the day of the holiday will have next choice of shifts. If there are insufficient volunteers, operators will be selected in order from the bottom of the seniority list. Employees who are RDO and do not volunteer will be bypassed in selection. Work assignments will be by seniority in each group: regular volunteers, RDO volunteers, regular forced. All requests are final when the holiday book is closed.

d. Operators marking off sick one (1) or two (2) days before one of the seven national holidays must produce a doctor's certificate showing that sickness was real at the time of the layoff.

1. Operators laying off sick shall be required to report back not later than 10:00 AM the day before returning to work.

e. No Operator shall be permitted to work for another Operator by individual bargain on holidays.

f. For purposes of this paragraph there shall be a minimum available openings at each facility as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center</td>
<td>13</td>
</tr>
<tr>
<td>Powell</td>
<td>11</td>
</tr>
<tr>
<td>Merlo</td>
<td>9</td>
</tr>
<tr>
<td>Ruby Junction</td>
<td>3</td>
</tr>
<tr>
<td>Elmonica</td>
<td>3</td>
</tr>
</tbody>
</table>

The above mentioned numbers associated with days off at each of the garages may be adjusted to address business case needs. The ATU and the District will meet to discuss any necessary changes.
ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

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. A 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 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 sign-up.

c. 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.

d. 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.

e. 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.

f. 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, the employee with the least seniority will be the first to be moved out of that job. That employee will then be entitled to exercise such job seniority they have on any job in that department.

Par. 9. Other Provisions
a. 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 Stores Departments, and delivery trips and necessary pull-ins.
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, the extra board will be exhausted. All assigned work shall be paid as assigned.

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 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.s. Each category of run must be exhausted before assigning runs from the next.

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. 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 happens, 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.

Report Operators

9. Station agents shall notify each report Operator as they come up to watch sign-in board over intercom.

10. A report Operator shall be up until s/he has accumulated eight (8) hours pay. A pass up Operator shall also be up until s/he has accumulated eight (8) hours pay.

11. If a report Operator catches any short part, s/he shall fall back into first place if s/he does not have eight (8) hours work and returns before all other work is out. The next report Operator up for work that has been cut off in the a.m., will be brought back first. Extra Board operators who relieve on the road and are asked to “check back” will be permitted to call the Station Agent to see if they are needed to perform extra work.

12. In case of double covered run or errors, comparable work is work completed within two (2) hours of the original assignment. If the new assignment gets off two (2) hours past original assignment, the Operator may reject the additional assignment without penalty. If Operator is used for report, they go before pass-up Operators.

13. When reporting, an Operator shall receive actual time up to thirty (30) minutes. From thirty (30) minutes to fifty-nine (59) minutes, s/he shall receive one (1) hour. After one (1) hour, it will be actual time.

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 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.

15. When two (2) pieces of work go over at the same time, the first Operator up has the choice of work. If it is piece work, it would come under Rule 11.

16. When an Operator on report catches an a.m. run, the District will notify the Operator no later than two (2) hours prior to the end of his/her shift if the Operator is needed for additional work. Absent such notice, the Operator shall be under no obligation for such extra work.

17. Any work that comes open in the a.m. must be assigned before the first p.m. report and shall be given to the first Operator above the red line who is entitled to it and can be contacted by the Station Agent. (Intent is to contact next report Operator entitled to work.)

18. Where the need for an Operator to cover a road relief becomes known less than one (1) hour from the time of relief, it shall be considered an emergency (except for lines 70, 9, 17, and 67, also 19 when applicable); fifteen (15) minutes or less for runs relieved at or near the garage. Missed road reliefs will not be considered an emergency situation. (If lines change garages at a later date, the lines will be renegotiated.)

19. After all report Operators are exhausted, the next work shall go to the first available Operator above the report Operators.

Pass-Ups

20. 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
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 may pass-up if they have less than nine (9) hours off from the time they finish at night and are scheduled to start the next a.m. 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.)

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, the trade will be honored even in the event of an Operator marking off for the first part of the trade.

26. 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 Operators may trade for a run that is finished two (2) hours later than their own run if (additional) overtime is not involved.

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

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. 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.

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 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 T.D. runs on their regular day off.

39. The Boardperson 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 TD 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 TD without penalty. The twelve (12) hours will include actual time on report, and actual time driving, including paid dead-head time.

43. 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.

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. 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.
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Par. 3. Mini-runs will not count as percentage requirement of other contract run percentage requirements.

Par. 4. Mini-run operators shall accumulate seniority as mini-run operators only and shall not accumulate seniority as regular operators except that when additional regular operators are to be employed by the District, notice of intent shall be posted by the District. Mini-run operators shall have seven (7) calendar days to notify the District of a desire to become a regular operator. Upon notification to the District, mini-run operators will be promoted to full-time. The date of employment as a regular operator shall establish a mini-run operator’s regular operator seniority date. Should the mini-run operator be off on leave and has notified the District that s/he would like to go full-time, this request will hold their place in seniority when s/he is able to return to work.

Par. 5. Regular employees will have preference for employment as Mini-run Operators over outside hires if qualified. Employees on permanent disability will have preference immediately following regular employee preference, also subject to qualification. Retired employees will have preference after regular employees and employees on disability if qualified. The District is to be the sole judge of qualification for retirees and such judgment not subject to grievance.

Par. 6. Mini-run operators, their spouses and dependents shall receive free transportation passes after the mini-run operator has completed their probationary period. Mini-run operators shall also receive pro rata pension rights based upon an accrual formula equal to seventy-five percent (75%) of the full-time rate. Mini-run operators shall receive six (6) hours holiday pay and shall be entitled to the same holidays as full-time employees after probation. Mini-run operators with twelve (12) months’ service will receive vacation to be taken in the second year on the basis of five (5) hours per day. Vacation will be paid based on the individual’s work assignment at the time vacation leave is taken up to the accrued amount. Mini-run operators with three (3) weeks vacation available may choose to designate one (1) week to use one (1) day at a time. There will be a minimum of one (1) mini-runner to use a floating vacation day at each of the three bus garages. It is understood that based on the work site of the mini-run operators, and the number of weeks withheld to be used one (1) day at a time, adjustments in the minimum allowed per garage may need to be made. A mini-run operator with 6 months of continuous service shall be eligible, beginning on the first day of non-occupational accident and fourth day of non–occupational sickness, for extended sick leave benefits as provided under Article 1, Section 9, Paragraph 4 (b), at the rate of $90.00 per week. Mini-run operators will accrue sick leave on the basis of six (6) hours sick leave for every 140 accumulated straight-time pay hours. Mini-run operators shall begin accruing sick leave on the first day of the month following the completion of the probationary period. Sick leave shall be paid based upon the individual’s work assignment at the time sick leave is taken, up to the accrued amount.

Par. 7. Mini-run Operator’s probationary period shall be six (6) months from completion of training period. In the case of compensable injury suffered during the probationary period, upon the employee’s return to work the period of disability would be tacked onto 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 their six (6) month probationary period, shall not be required to serve.

SECTION 2—MINI-RUNS

Par. 1. Mini-run operators shall not be scheduled or assigned for more than thirty (30) hours per week. The mini-run workday shall be guaranteed at a four (4) hour minimum, and a seven (7) hour maximum. Mini-run operators shall have two (2) scheduled days off in each workweek.

Par. 2. A Mini-run Operator’s work must be completed within thirteen (13) hours from starting time; spread-time penalty provisions shall not apply to mini-runs.

46. If a sign-up an Operator cannot sign up on five full days of work, but can sign up on three (3) full days of work they may do so. On their fourth and fifth days, they will go to their regular place on the extra list, and be governed by the position of the red line.

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.

48. After completing the work assigned on the sign-up board, an Operator will not then be penalized with a TDR for refusal to do further work. Operators will not receive a TDR 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.

Par. 11. Extra Service
When a Division is out of help, an extra board Operator from another Division may be utilized but will operate from the Operator’s own Division.

a. Extra service buses and Operators located in the downtown area for breakdown, overload, or emergency situations may be used for such purposes for a Division other than the Division to which assigned when all such buses from the Division in which needed are in use. In such cases, Operators will not be penalized or reprimanded for lack of knowledge of a route for which not trained. Such extra service buses will be used for extra service work only, and the number of extra buses assigned by each Division shall be the same percentage of its runs as the percentage used by the other Divisions.

ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Par. 3. Mini-runs will not count as percentage requirement of other contract run percentage requirements.

Par. 4. Mini-run operators shall accumulate seniority as mini-run operators only and shall not accumulate seniority as regular operators except that when additional regular operators are to be employed by the District, notice of intent shall be posted by the District. Mini-run operators shall have seven (7) calendar days to notify the District of a desire to become a regular operator. Upon notification to the District, mini-run operators will be promoted to full-time. The date of employment as a regular operator shall establish a mini-run operator’s regular operator seniority date. Should the mini-run operator be off on leave and has notified the District that s/he would like to go full-time, this request will hold their place in seniority when s/he is able to return to work.

Par. 5. Regular employees will have preference for employment as Mini-run Operators over outside hires if qualified. Employees on permanent disability will have preference immediately following regular employee preference, also subject to qualification. Retired employees will have preference after regular employees and employees on disability if qualified. The District is to be the sole judge of qualification for retirees and such judgment not subject to grievance.

Par. 6. Mini-run operators, their spouses and dependents shall receive free transportation passes after the mini-run operator has completed their probationary period. Mini-run operators shall also receive pro rata pension rights based upon an accrual formula equal to seventy-five percent (75%) of the full-time rate. Mini-run operators shall receive six (6) hours holiday pay and shall be entitled to the same holidays as full-time employees after probation. Mini-run operators with twelve (12) months’ service will receive vacation to be taken in the second year on the basis of five (5) hours per day. Vacation will be paid based on the individual’s work assignment at the time vacation leave is taken up to the accrued amount. Mini-run operators with three (3) weeks vacation available may choose to designate one (1) week to use one (1) day at a time. There will be a minimum of one (1) mini-runner to use a floating vacation day at each of the three bus garages. It is understood that based on the work site of the mini-run operators, and the number of weeks withheld to be used one (1) day at a time, adjustments in the minimum allowed per garage may need to be made. A mini-run operator with 6 months of continuous service shall be eligible, beginning on the first day of non-occupational accident and fourth day of non–occupational sickness, for extended sick leave benefits as provided under Article 1, Section 9, Paragraph 4 (b), at the rate of $90.00 per week. Mini-run operators will accrue sick leave on the basis of six (6) hours sick leave for every 140 accumulated straight-time pay hours. Mini-run operators shall begin accruing sick leave on the first day of the month following the completion of the probationary period. Sick leave shall be paid based upon the individual’s work assignment at the time sick leave is taken, up to the accrued amount.

Par. 7. Mini-run Operator’s probationary period shall be six (6) months from completion of training period. In the case of compensable injury suffered during the probationary period, upon the employee’s return to work the period of disability would be tacked onto 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 their six (6) month probationary period, shall not be required to serve.

SECTION 2—MINI-RUNS

Par. 1. Mini-run operators shall not be scheduled or assigned for more than thirty (30) hours per week. The mini-run workday shall be guaranteed at a four (4) hour minimum, and a seven (7) hour maximum. Mini-run operators shall have two (2) scheduled days off in each workweek.

Par. 2. A Mini-run Operator’s work must be completed within thirteen (13) hours from starting time; spread-time penalty provisions shall not apply to mini-runs.
the probationary period for full-time employees in addition. Mini-run Operators to be covered by Article 1, Section 2, Paragraph 2; Section 3 and Section 4.

**Par. 8.** During the term of this Agreement, the District shall not employ Mini-run Operators in a number which exceeds twenty-four percent (24%).

**Par. 9.** Any Operator who has obtained full-time Operator status and is thereafter assigned by the District to Mini-run status shall continue to receive the same medical, dental, prescription drug, vision and group life and accident and sickness insurance, disability retirement and pension benefits as are provided to full-time Operators. In addition, said Operators shall receive on a pro rata basis on hours worked, all benefits received by regular full-time Operators, except holiday pay shall be received on the basis of scheduled work time. Such Operators shall be guaranteed a minimum of thirty (30) hours of available work each week and may be scheduled to a maximum of forty (40) hours.

**Par. 10.** After full-time bus operators have been given preference to apply for positions as rail transportation operators, if rail openings remain, mini-run operators may apply regardless of their length of service. The following conditions shall apply:

a. When a mini-run operator accepts the offer to enter light rail training, it will consist of seven weeks training at 40 hours per week. Trainees are paid at their regular MRO rate of pay during training. Upon completion of the seven weeks of training, based on staffing needs, mini-run operators will be returned to their part-time position. To retain their rail certification, they will complete one revenue trip per month with a regular rail operator. This trip shall be considered an extension of training and paid at the trainee’s regular MRO rate of pay.

b. When mini-run operators are transferred to the LRV operator position and establish seniority as a rail operator, they shall be paid at the LRV operator rate of pay based on Article 9 pay scale. LRV operators receive increases every six months until the top rate of pay is reached.

c. Mini-run operators shall establish full-time rail operator seniority when they have been transferred to rail as a regular light rail vehicle operator.

d. When the mini-run operator completes LRV operator training and returns to bus transportation, they will return in the seniority order where they were prior to entering LRV operator training. If the opportunity arises during the time they are in LRV operator training that would allow them to be promoted to full-time bus operator, they will be notified through the regular posting process and the MRO must complete and submit the application slip for full-time status.

e. When a mini-run operator enters light rail training, they will continue to be covered as a Mini-Run Operator for purposes of medical/dental/vision benefits.

f. If a holiday occurs during rail operator training, the holiday will be paid for at eight hours per day.

g. If during rail operator training the MRO requires the use of paid sick leave, it will be paid at eight hours.

h. When an operator accepts the opportunity to enter rail operator training, and for the duration of the seven weeks of training, they are not allowed to take vacation. However, in the event that the MRO needs paid time off (FMLA/OFLA) for which they may be paid vacation, they will be paid based on their MRO vacation accrual at their current MRO rate of pay.

i. Once these employees become regular full-time rail or bus operators, the application of holiday, sick leave, vacation and benefit coverage will be the same as currently provided to all full-time bus/rail operators.

**Par. 11.** In an experiment with the objective of providing more weekend days off for full-time operators, the Union and the District agree to eliminate the seven (7) hour daily maximum work hours rule for mini-run operators.

a. The District will not propose run cuts unless they are able to increase the number of full-time operators with weekends off by 10% within the first two sign-ups and by 20% by the end of the first experimental year. The parties will meet to discuss and resolve any unforeseen issues surrounding the implementation of this experiment. In addition, the District will maximize mini-run work assignments that have consecutive weekday days off to the extent possible. This change is not intended to have any effect on the current amount of overtime offered by the District. This experimental program shall run for one year from the date of ratification, and may be rescinded at anytime thereafter, in its entirety, by either the Union or the District by giving thirty (30) days written notice.

### Section 3—Station Agents/Clerks

**Par. 1.** The District may schedule four (4) 10-hour day work weeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

**Par. 2.** All shifts will be consecutive hours when practicable. In filling vacancies, seniority shall prevail, subject to qualification.

**Par. 3.** Station Agents and Chief Station Agents shall sign up for shift and days off.

**Par. 4.** The District shall provide 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.

**Par. 5.** Sign-ups for Chief Station Agents shall be for one (1) year.

**Par. 6.** District seniority within the trainee group regardless of the time of the first shift worked shall determine an employee’s relative position on the extra Station Agent list and the order of appointment offered.

**Par. 7.** Sign-ups for Station Agents shall become effective one (1) week prior to the effective date of Operator sign-ups.

**Par. 8.** The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment.

**Par. 9.** Station Agents may take vacation one (1) day or one (1) hour at a time with prior approval of the department manager. Denials of vacation under this provision shall not be subject to Article 1, Section 3 of this agreement.
ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Par. 10. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 11. All Station Agents working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of twenty-five cents ($0.25) per hour. Overtime, if any, shall be paid on the base rate.

SECTION 4—INSTRUCTORS

Par. 1. Instructors will be reimbursed at the highest IRS rate allowed by the Internal Revenue Service for using personal car on company business.

Par. 2. Instructors will themselves be trained on all District vehicles, except light rail vehicles.

Par. 3. Instructors’ work records will not reflect in any disciplinary manner any accident for which the student bus Operator is responsible.

Par. 4. Instructors assigned to Center Street Garage will be paid travel time from Center Street Garage when required to do training at another location.

Par. 5. The District may schedule four (4) 10-hour day workweeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

SECTION 5—ROAD OPERATIONS

Par. 1. Dispatchers

a. Extra Dispatchers shall work Extra Dispatcher work according to seniority established at date of qualification, when they are available, except in an emergency.

b. Not to exceed two (2) regular Dispatchers shall be allowed off on each holiday. A drawing will be held to decide who will be off. Not to exceed two (2) regular Dispatchers shall be on vacation at the same time. Regular days off will not be counted in determining the number of Dispatchers who will be allowed to take vacations and holidays at one time.

c. Extra Dispatcher seniority will commence with the shift that the Dispatcher actually takes over the job and not necessarily the first time s/he works the job; the intent being that the employee must be actually qualified to take over the job before his/her seniority commences.

d. The District shall provide 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) employee of the department. Sign-ups for Dispatchers shall become effective one (1) week prior to the effective date of Operator sign-ups.

e. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment.

f. The District will provide training on all existing and new equipment pertaining to an employee's assigned job function. Dispatchers shall receive update training at reasonable intervals.

g. The District may schedule four (4) 10-hour day workweeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

h. All Dispatchers working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of twenty-five cents ($0.25) per hour. Overtime, if any, shall be paid only on the base rate.

i. All Dispatchers shall receive a thirty (30) minute paid lunch period within their shift.

j. When a Dispatcher is qualified for such job and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation periods, holiday time off, layoff, and recall.

Par. 2. Road Supervisors

a. No more than four (4) Road Supervisors may be off on vacation at one time.

b. Road Supervisors and Extra Road Supervisors assigned to car shifts may be required to carry and use screw drivers, crescent wrenches, and chain tools for minor road adjustments, automatic reset button, tighten or remove chains causing damage, tighten mirrors, fix window clips.

c. The District shall provide 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) employee of the department. Sign-ups for Road Supervisors shall become effective one (1) week prior to the effective date of Operator sign-ups.

d. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by promotion.

e. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

f. The District may schedule four (4) 10-hour day workweeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

g. All Road Supervisors working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of twenty-five cents ($0.25) per hour. Overtime, if any, shall be paid only on the base rate.

h. When a Road Supervisor is qualified for such jobs and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation period, holiday time off, layoff, and recall.
SECTION 6—Fare Inspectors
Par. 1. The District shall provide two (2) sign-ups per year. One (1) effective in April, to coincide with vacations, and one (1) 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 employee of the department.
Par. 2. The District will provide rain gear and winter coats to Fare Inspectors once every three years.
Par. 3. Fare inspectors and those performing fare inspection as part of their work duties will be provided with up to eight hours of specific annual training in how to safely defuse and respond to hostile confrontations.

SECTION 7—Other Provisions
Par. 1. All Extra Road Supervisors, Dispatchers, and Station Agents shall have an extra list to sign on when qualified for any of the above stated jobs, and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.
Par. 2. Work assignments for all extra lists in the Transportation Department, including but not limited to Extra Fare Inspector, Extra Station Agents, and Extra Road Supervisors shall be by the use of a rotating red line as on the Operator Extra Board.
Par. 3. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment. This shall include, but not be limited to, newly appointed Driver Supervisors, Road Supervisors, and Training Supervisors.
Par. 4. Sign-ups for Driver Supervisors, Road Supervisors, Training Supervisors, Dispatchers, Fare Inspectors, and Station Agents, shall become effective one (1) week prior to the effective date of Operator sign-ups.
Par. 5. Employees breaking in as Supervisors, Station Agents, Dispatchers, or Training Supervisors will receive their regular rate during the break-in period.
Par. 6. Inherent in the desire of both the District and the Union to increase ridership is the accompanying requirement of flexibility in the operation of Alternative Transportation Service (ATS). This may include mini-run Operators bidding different hours each day during the week but with two (2) scheduled days-off, the transfer of service between shuttle and big bus, and run hours as required (within the 30-hour weekly maximum for mini-run). Full-time Operator runs may also include ATS work. In the event of any dispute between the parties with respect to the interpretation or implementation of this Paragraph, the dispute will be resolved pursuant to the dispute resolution procedure of the Agreement set forth in Article 1, Section 3.

SECTION 8—Uniforms
Par. 1. The District will furnish at no cost to all Operators and to Road, Rail and Training Supervisors an initial uniform issue of one (1) uniform consisting of: One (1) jacket, two (2) pairs of trousers, three (3) shirts, and one (1) cap.

ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT
Par. 2. The District will provide a $315.00 annual allowance for the purchase of approved uniform items from the District’s authorized vendor, for the employee’s use. If an employee has failed to use the entire allowance s/he may carry over the unused amount to the following year.
Par. 3. All employees’ uniform anniversary dates shall be April 1 of each calendar year. Employees’ eligibility for uniforms shall be from April 1 to March 31 of each year.
Par. 4. Rail Operators, Light Rail Supervisors, and Light Rail Training Supervisors will receive a work boot allowance of $60.00 annually and additional work boot expenses may be reimbursed through use of the existing uniform allowance.
Par. 5. Newly hired employees shall be entitled to a pro-rated uniform allowance based on months worked between the end of their probationary period and the next April 1st. The dollar amount in force for the year of hire shall be the basis for pro-rating. New employees shall carryover any amount not used to their next uniform year. This pro-rated amount shall be credited to each employee’s allowance at the end of his/her probationary period.
Par. 6. If employee leaves the employment of the District, the uniform that has been purchased fully by the District will remain the property of the District.
Par. 7. In addition to or as part of the initial issue, rain gear and a winter coat shall be furnished to all Road, Rail and Training Supervisors.
Par. 8. In addition to the District logo, transportation department employees will be permitted to wear (on a voluntary basis) a jointly created Union/District patch, which may be purchased through the uniform allowance.
Par. 9. Classifications currently eligible to receive the existing uniform allowance may use that allowance to purchase shoes or boots authorized by the District.

SECTION 9—Light Rail
Par. 1. 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 (90) days subject to the grievance procedure. 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.

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.

**Par. 3.**

a. Rail operators shall be selected for training from qualified bus operators, by order of seniority. For the initial rail operator training program, bus operators shall be assigned to the Rail Transportation Department with no change in pay scale. Rail operator trainees forfeit their right to work as bus operators for the duration of their assignment to Rail Transportation.

b. All transportation operators who bid positions in Light Rail will be committed to the Light Rail Division for at least one (1) year full-time continued service, except for medical reasons. Operators who wish to return to the Bus Division may do so on the effective date of their spring sign-up, provided that the employee gives written notice of his/her intention to do so prior to the spring sign-up and that they have completed one (1) year of required continuous service prior to the effective date of the spring sign-up.

c. If a rail operator leaves that classification for any reason, accrued rail seniority shall be forfeited. Any subsequent return to the Light Rail Division as an operator would be considered a reapplication and rail seniority would start over.

**Par. 4.** Rail operators starting and quitting time for LRT and Vintage Trolley Operation shall be at Ruby Junction, Elmonica, or approved relief points, exclusive of travel time. Approved relief points are Gateway, Rose Quarter Transit Center, Rose Quarter Interstate, Cleveland Ave., 11th Avenue Terminus, and Beaverton Transit Center. The District will continue the right to establish future relief points as needed and will meet with ATU to negotiate any other appropriate relief allowances.

**Par. 5.** Article 2, Section 1, Paragraph 9, Item a. shall apply to light rail vehicle operation on mainline tracks.

a. Rail supervisors shall maintain their certification to operate LRVs on mainline tracks for the purpose of keeping the LRT system moving and operational. In the event a rail supervisor is forced into revenue service independently, the District shall make every effort to replace the supervisor with an extra board operator as soon as possible.

b. LRVs being tested on mainline tracks shall be operated by certified rail operators. When testing is conducted within the rail yards, certified mechanics/technicians as well as operators may operate test LRVs.

**Par. 6.** Operators will be required to perform certain tasks (minor troubleshooting such as opening panel, resetting switch, pushing buttons) and shall be trained by the District so as to be able to do so in order to maintain service. LRV operators will be paid an allowance for each time they are required to manually raise or lower a pantograph, manually retract a bridgeplate, or release brakes. The allowance shall be $25 for bridgeplate retraction, $50 for pantograph raising or lowering, and $10 for brake releasing.

**ARTICLE 2—OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT**

**Par. 7.** When new rail lines are under construction, engineers, construction managers, and other parties associated with the construction project will require trains to operate under specific rules and orders in the role of project support. These activities will typically be intermittent, and take place many months before the new line is safety certified, turned over to District operations, and opened to revenue service. Extra board operators will be trained to provide this project support as information is made available to the Rail Transportation Training Department. Preview rides, or exclusive tours of the new rail line shall be assigned only to operators who have actually operated over the new sections of track and are certified by the training department to carry customers. These provisions are for insuring safe train operation through construction projects and imply that the training of operators shall begin with a few and grow to the large body of extra board operators as the pace of work allows. The District shall make every effort to include the larger body of extra board operators as quickly as possible.

**Par. 8.** Within a sign-up, the rail system may be subject to a construction or maintenance project of limited duration that restricts or alters the flow of scheduled train service and requires a different service plan. Similarly, a significant event that draws unusually large crowds may require a restructuring of the existing service plan. The District shall make every effort to learn of such events in a timely manner and collaborate with the Union to develop a service plan that respects the needs of the operators and permits them to prepare properly for the event. For example, some operators may be asked to work additional time at the overtime rate, or to accept equivalent work in a restructuring of runs. Some events may require a new, limited-term sign-up to structure the service, and/or new relief points. Notwithstanding the above, Article 2, Section 1, Paragraph 7 shall apply.

**Par. 9. Training Assistants—Light Rail Operators**

a. The Light Rail Transportation and Maintenance Departments may appoint rail operators, rail supervisors, rail controllers and rail maintenance journey-workers as training assistants on a temporary basis. Training assistant position opportunities will be posted, and a selection process will be used to select employees for these temporary positions. Selection as training assistants will be for a 12-month period. The twelve-month term for training assistants will be determined each year based on the business need as identified by the individually affected departments. Training assistants will receive a $1.75-an-hour premium when performing training assistant duties, except that a training assistant who is an assistant supervisor in maintenance will receive a $1.00-an-hour premium when performing training assistant duties. 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.

b. When the classification of training assistant for rail operators is posted, the posting shall include the following information:

1. If a rail operator will perform exclusively as a training assistant during the course of an entire sign-up, the rail operator will not sign up as a rail operator and will not be allowed to sign for rail operator RDO or holiday work.
2. Any paid time off occurring within the sign-up where the operator is performing exclusively as a training assistant will be paid at the training assistant rate.

3. If there is a need for rail operators to perform exclusively as training assistants during the entire sign-up, it will be so noted on the sign-up posting. Those assignments will be offered by seniority.

c. This provision provides a mechanism for Transportation and Maintenance employees in Light Rail Operations to occasionally augment non-represented staff for the giving or development of formal job-related training. This provision does not change any existing provisions of this Agreement, including Rail Operator break-in training (Article 2, Section 1, Paragraph 2c).

Par. 10. Rail Allowances

a. The purpose of the rail operation allowance represents compensation for the inconvenience associated with the rail relief. These payments shall not be considered as pay for time worked for any purpose. This applies to the unique circumstances pertaining to the District’s rail system.

b. Rail Operation Allowance:

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<th>Elmonica:</th>
<th>Ruby:</th>
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<tbody>
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<td>Cleveland Ave.</td>
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c. The District will continue the right to establish future operation allowances as needed, and will meet with the ATU to negotiate any other appropriate allowance. Special circumstances may require the District to establish unique limits on any other appropriate allowance. These new limited situations may be established with a two-week notice. The District will negotiate the payment for such rail allowances with the Union.

ARTICLE 3—OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

Section 1—General

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

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

Par. 3. Eight (8) hours shall constitute a shift’s work period at straight time. Forty (40) hours shall constitute a week’s work, excepting those weeks within which an agreed holiday falls. Time and one-half shall also be paid for work performed on the sixth and seventh consecutive day required to work, sign-up schedule changes excluded. After employees have finished their shift’s work period and are again called for work before the expiration of thirty (30) minutes, there shall be no break in time from the end of shift period for the time worked. If employee is again called for work from home, or after the expiration of thirty (30) minutes time from his/her shift’s end, to report to work as soon as possible, they shall be paid from the time called, but in no case shall such payment be less than four (4) hours at overtime rate.

If called and notified to report for work at a specified later time, but earlier than their regular shift, they shall be paid from the time of reporting for work, and overtime shall commence after the completion of eight (8) hours work, it being understood that the employee will complete their regular assigned shift. Employees called for work on regular assigned days or nights off (excepting as agreed to in Section 2, Par. 2), shall be paid at the rate of time and one-half when so called to work, but in no case shall such payment be for less than eight (8) hours at overtime rate.

a. All maintenance departments will assign overtime by strict seniority, except REM Light Rail.

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 cancelled 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.

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 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 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. 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 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.
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d. The wage rate for the Assistant Supervisor shall be 115% of the journey 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 work in addition to their Assistant Supervisor duties, except when acting Supervisor.

g. 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 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

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).

SECTION 3—SCHEDULE SIGN-UPS

Par. 1. Work Shifts

a. A sign-up for Maintenance Department shifts shall be held at the request of the Union. However, not less than one (1) general sign-up will be held per year. Position schedules shall be posted prior to a sign-up and seniority lists by classification as approved by the District and the Union shall also be posted. A sign-up shall be posted for not less than seven (7) days.

b. Prior to the Union calling for additional sign-ups, the Union agrees to meet and confer with representatives of the District within five (5) working days.

c. Managers are to determine which jobs, if any, are to be 4/10 shifts. Employees working 4/10 shifts shall receive the following:

1. Sick Leave: Accrual will stay the same; a day is 10 hours.

2. Letter Re: >5 days off sick: Will change to 40 consecutive hours.

3. Letter Re: >4 occasions: Will stay the same.

4. Military Leave: Will be paid on a daily or weekly basis, in 10-hour daily increments.

5. Jury Duty: Will be paid at 10 hours a day. The employee and the supervisor may agree to change the shift to 5/8s during the duration of jury duty.

6. Floating Holidays, Vacation: Accrual will stay the same. Use will be in 10-hour increments. If balance is <10 hours, may use AE on case-by-case basis (with supervisory authorization) or back fill in 1-hour increments with vacation.


8. Training: If for full week, we will change the shift to 5/8s; if one day, do on case-by-case basis in 10-hour increments.

9. Union Leave: Actual time loss will be paid, per conditions set by the labor agreement.

10. Funeral/Memorial Leave: Will be four (4) days at 10 hours per day, or as referenced in Article 1, Section 9, Paragraph 6.

11. Holidays: If the holiday falls on their day off, they will be paid 8 hours holiday pay. If the holiday falls on their normal day to work but they take the day off, they will be paid 10 hours holiday pay. If the employee works the holiday, they will receive 10 hours pay plus 8 hours holiday pay. They must work 10 hours.

Par. 2. The Director of Maintenance or their designee shall fill the holiday schedules under the following rules:

a. All employees having the day as their regular assigned day off shall be off regardless of seniority.

b. A list shall be posted listing employees by classification and seniority, and a work schedule shall be posted setting forth the number of employees in each classification necessary to fill the schedule.

c. The work schedule shall be posted fourteen (14) days before the holiday and shall be filled and final seven (7) days before the holiday.

d. Employees who sign up will sign up for the shifts they will work in order of descending preference.

e. Employees who sign up has preference over one who has not signed by the final completion date.

f. An employee who signs up has preference over one who has not signed by the final completion date.

g. When filling an open position, an attempt will be made to assign the worker as close as possible to their normal shift for that day.
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Par. 3. A vacation sign-up, stratified by classification and shift, will be posted annually. Vacation sign-up choices will be entered into the database by no later than March 31st annually. Employees will be asked to sign their vacation preference by seniority, in minimum one (1) week increments. If an employee does not sign for any or all of his/her vacation, the employee waives any seniority rights, which might otherwise provide that employee the opportunity to displace another with less seniority at a later date. The vacation sign-up will remain in the Supervisor’s office throughout the remainder of the year.

a. Any employee shall have the opportunity to sign for vacation week(s) at any time, provided there is an opening on the sign-up.

b. Holidays included in vacation weeks will not be considered as vacation days. In order to be excluded from consideration to work on such holidays, an employee must take a full week of vacation.

c. Employees will continue to have the opportunity to request vacation on a day-to-day basis, provided that there is an opening on the vacation sign-up.

d. The District may allow employee vacation to be taken in one (1) hour increments. The existing work rules and practices for vacations shall remain in force.

Par. 4. Employees will be allowed to work holidays if they fall on their RDOs as provided for below.

a. Employees who wish to work their RDO will fill out and submit a bid card to work the holiday (classification, shift, hours, etc.), and will also write “RDO” on the card to identify them as an employee who wants to work their RDO.

b. Preference for jobs by classification and shifts will be as follows:
   1. Employees submitting bid cards, who normally work the day of the holiday,
   2. Employee submitting bid cards who wish to work their RDO,
   3. Employees who normally work the holiday and are DRAFTED.
   4. Employees who wish to work their RDO will only be allowed to pull their bids prior to final posting of the holiday sign-up.

c. Employees working on their RDOs will receive holiday pay and be paid at the overtime rate of one and one-half times their pay rate for time worked.

d. Employees who normally work a 10-hour shift will be afforded the opportunity to work 10 hours on the holiday, but must contact the holiday shift supervisor to determine the hours to be worked.

SECTION 4—LAYOFFS

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

a. If the District curtails the number of employees in any job, the employee with the least job seniority will be the first to be moved out of that job. That employee will then be entitled to exercise such job seniority s/he has on any other job 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

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.

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. 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 ($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. The District will furnish one (1) set of metric tools.

Par. 4. The District will furnish a minimum of five (5) pairs of laundered overalls per week to all employees of the Maintenance Department. Additional overalls will be provided for exceptionally dirty work or as otherwise determined necessary. Rain gear will be furnished by the District to the service people in the Maintenance Department.

Par. 5. Any Journey Level Mechanic who is assigned to train Apprentice Mechanics 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.
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**Par. 6.** The District will pay the renewal costs of a Class A or B Commercial Driver’s License in the amount required by the issuing state.

**Par. 7.** Upon ratification of this agreement, the District will pay the cost of shoes for maintenance employees that meet the District’s Work Shoe Policy, not to exceed $150.00 per employee annually. Reimbursement will be governed by the District’s Work Shoe Policy.

**Par. 8.** In addition to the District logo, Maintenance Department employees will be permitted to wear (on a voluntary basis) a jointly created Union/District patch at no cost.

**Par. 9.** Padded gloves shall be provided upon request.

**SECTION 6—NIGHThiftS**

**Par. 1.** A differential of thirty cents ($0.30) per hour shall be paid for all work performed by employees in the Maintenance Division between the hours of 6:00 PM and 6:00 AM. If fifty percent (50%) of work in any shift is within the hours covered by the night differential rate, the entire shift shall be paid for at the night differential rate. This night shift differential rate shall increase to thirty-five cents ($0.35) per hour effective February 1, 1993, and to forty cents ($0.40) per hour effective February 1, 1994.

**Par. 2.** Night crews that work between the hours of 6:00 PM and 7:00 AM shall have included in their shift a paid lunch period of thirty (30) minutes. The total shift including lunch period, shall not be in excess of eight (8) hours.

**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...
maintenance facilities when necessary. The Utility Tireworker may, under specific conditions, be assigned to other locations or be assigned other duties for all or part of the regular work shift.

a. One employee from Center Street in the Tireworker classification may be assigned as a Utility Tireworker.

b. Whenever the number of Tireworkers at a given bus maintenance facility are insufficient to cover work absences or the work in need of completion, a Utility Tireworker may be sent from another facility to assist in completing the work.

c. The Utility Tireworker may be assigned to another facility for all or a portion of their work shift. When notified to report to another work location the District shall provide transportation.

d. The Utility Tireworker shall be entitled to the same prevailing wage rates, health, welfare and other benefits, and will be subject to the same general working conditions as other employees in the Tireworker classification.

Section 9—Maintenance Department Assistance Fund

Par. 1. A Maintenance Department Assistance Fund will be established each year from July 1st to June 30th 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 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 ATU 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 ATU 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 ATU will jointly, in good faith and with all reasonable intent, determine whether the warranty work to be performed is repetitive with little or no continuing learning value. If so determined, in writing, the continued assignment of one mechanic per shift may terminate after the initial start of the work, but not before at least one mechanic per shift has been adequately trained. The District may thereafter allow the vendor to complete the campaign work on its own. In the event the location maintenance manager and ATU 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 FTAs maintenance guidelines, the District will meet with the ATU 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.

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.

Section 10—Utility Helpers

Par. 1. Effective September 1, 1985, the classification of Utility Helper is established to provide greater flexibility for the District in scheduling work assignments and in balancing the allocation of manpower between maintenance facilities when necessary. Utility Helpers may, under specific conditions, be assigned to other locations or be assigned other reporting time and or duties for all or part of a regular work shift.

Par. 2. A maximum of twelve (12) employees (four (4) in each division) in the Helper classification may be assigned as Utility Helpers.

Par. 3. Whenever the number of Helpers at a given maintenance facility are insufficient to cover work absences or the work in need of completion, Utility Helpers may be sent from another facility to assist in completing the work.
Par. 4. When a Utility Helper is required to report to another maintenance facility, the Utility Helper will be notified by the appropriate shift supervisor or garage manager. For the purposes of reporting to or returning from the other facility, the Utility Helper will be provided transportation by the District.

Par. 5. Utility Helpers may be assigned to another facility for all or a portion of their work shift. A Utility Helper may be required to report to work at a time other than his or her regularly scheduled shift starting time or to another maintenance facility provided that a minimum of twenty-four (24) hours advance notice has been given. In any event, an alternate report time may not be more than four (4) hours earlier than nor later than the normal shift’s starting time for the Utility Helper.

Par. 6. The Utility Helpers shall be entitled to the same prevailing wage rates, health, welfare, and other benefits, and will be subject to the same general working conditions as other employees in the Helper classification.

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 date, they shall be ranked in the same order of seniority as held at the time of transfer.

Section 13—LRT Safety Inspections

Par. 1. The parties recognize that in order to accomplish regular safety inspections that may only be accomplished when the system is down, it may be necessary to reassign regularly scheduled shifts. The District agrees to provide the affected employees at least thirty (30) days notice of such shift changes. In the event of such a shift change, the first four (4) hours of each reassigned shift shall be at time-and-one-half. The affected employees shall also receive any applicable differentials.
obtain future warranty certification status for its affected workforce from the component or equipment manufacturer.

Par. 3. Article 2, Section 1, Paragraph 9(a) shall apply to light rail except that it shall not prevent the operation of LRVs by engineers and/or mechanics in non-revenue service. The parties recognize that from time to time it will be necessary for manufacturers’ representatives and/or engineers to operate cars for purposes of testing and determining whether design changes ought to be recommended. It is contemplated that in most circumstances such manufacturers’ representatives or engineers will be accompanied by an LRVM.

Par. 4. A joint committee consisting of at least two (2) Union and at least two (2) District representatives will be established. If the District requests items, components and/or services not previously agreed to be contracted out, the committee shall meet and review the subcontracting proposal. If the committee is deadlocked as to whether an item should be subcontracted, the matter shall be presented to the District’s Labor Relations Director, or his/her designee, and the President of the Local Union, or his/her designee. Any deadlock between the District’s Labor Relations Director and the President of the Local Union shall be resolved through arbitration. The Contracting Out Committee may, by joint agreement, review the case in an attempt to resolve the disagreement.

Par. 5. Quarterly detailed reports of all subcontracted activity shall be distributed to the joint committee members. If work of a particular type is of a continuing volume or frequency equivalent to the annual hours of work of a permanent employee in an existing classification of the District, the District shall, within a reasonable amount of time, add or create a position within the bargaining unit classification to perform the work. The District will not be required to create a new position unless a cost analysis demonstrates that the expenditures are cost effective.

Par. 6. The District may subcontract work under emergency situations. Emergencies shall be construed as conditions beyond the control of the District, such as acts of God, official government-declared emergencies, and unexpected situations that significantly impact the operations of maintenance activities that would cause operations to be substantially interrupted. The exercise of emergency rights by the District does not preclude the Union from raising grievances on the issue.

Par. 7. It is not the intent of the District to avoid hiring new employees as workloads increase, nor will any ATU employee be laid off solely as a result of subcontracting.

Section 15—LRT Apprenticeship Training Programs

Par. 1. Light Rail Maintenance Department shall have six (6) Journey Level Classifications:

- Overhead Traction Electrification Maintainer
- Traction Substation Technician
- Signal Maintainer
- Track Maintainer
- Rail Vehicle Mechanic
- Field Equipment Technician

Par. 2. Each Journey Level Mechanic shall hold seniority only with his/her specific classification. The District may administer cross training to light rail Maintenance of Way (MOW) employees for purposes of teamwork, optimum productivity, and mutual assistance among MOW disciplines, as well as to enhance safety.

Par. 3. The District shall establish MOW Apprenticeship Programs in the classifications of:

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

Par. 4. The parties acknowledge the joint apprenticeship and training committees (or trade committees) as the exclusive source for apprenticeship and training standards as approved by the State of Oregon Apprenticeship and Training Council.

Par. 5. The District shall fill light rail apprenticeship openings in order of seniority of applicants passing aptitude tests offered to District employees in the following priority order:

a. Journey Level maintenance employees who have seven (7) or more years of Journey Level status.
b. Other non-Journey Level maintenance employees who are not currently enrolled in a District apprenticeship program.
c. All other District employees.
d. If an apprentice opening remains open after offering aptitude tests to internal applicants, as outlined above, the District may offer such openings to outside applicants.

Par. 6. District employees entering the light rail MOW Apprenticeship Program shall be paid according to the LRV Apprentice Mechanic schedule.

Par. 7. In the event that the selection of the most senior Journey Level mechanic (bus or rail) applicant for a light rail MOW apprenticeship vacancy would result in a severe hardship on the District relating to the performance of a Journey Level’s regular work (i.e., the resulting Journey Level mechanic vacancy would result in the need to cut jobs or to contract out work under the terms of the Maintenance Assistance Fund), the District may pass over that mechanic and select the next qualified applicant. In such cases, the mechanic who has been passed over will be given the opportunity to fill the next light rail MOW Apprenticeship Program vacancy. Upon successful completion of the Apprenticeship Program, the passed-over mechanic shall be afforded the seniority he/she otherwise would have had if selected for the initial opening.

Passed up mechanics:

a. For Existing Openings:

1. Any journey-level mechanic who applied for apprentice openings on the February 11, 2000 posting and who had more than 5 years seniority as a journey-level mechanic at the time of the posting and who met all other required prequalifications shall enter that program at the next available opportunity based upon the base journey-level rate for the discipline they are entering, but without longevity progressions.
2. Mechanics on the February 11 posting who meet the qualifications listed above shall have one opportunity to enter a program for each program they selected under these rules. Those who decline to enter when given their opportunity will forfeit this rate when entering that program in the future and will be subject to the pay rates outlined in “For future openings” below. Those who enter a program shall forfeit use of this language if they leave that program and shall receive the helper rate as outlined under “For Future Openings” below upon entry into any subsequent apprenticeships.

b. For Future Openings:
   1. Journey-level mechanics from all disciplines, after meeting the seven (7) year requirement and other prequalifications, 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 in this Agreement.
   3. The District may use the MOW hold back language for journey-level movement into any apprentice program.

Where applicable, the above provision also applies to Bus Maintenance.

Par. 8. Nothing in this Agreement bars the District from promoting an apprentice to a Journey Level in less than four (4) years; however, promotion to Journey Level status from an apprentice program in four (4) years shall be based on District seniority in accordance with the collective bargaining agreement. Upon six (6) months’ accrual in an apprenticeship program, an employee shall forfeit seniority held in the employee's previous classification. Prior to such six (6) months’ accrual, however, an employee may elect to return to his/her previous classification, whereupon the employee's seniority held upon return shall be the same as if s/he 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/ATU 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 in accordance with Article 3, Section 16, 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.

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.
ARTICLE 3—OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

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, 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.

d. 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 shall create a list of employees on their shift by seniority, classification, and job duties. This list is to be used for offering overtime opportunities to employees on the list on their RDO.

ARTICLE 3—OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

1. Employees must indicate, at the beginning of each sign-up, if they want to be called for overtime. However, the supervisor must make an announcement at the beginning of each sign-up 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.

3. 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.

c. In the event it is necessary to meet the special needs of snow and ice service or a similar need arises, the following shall apply:

1. A supervisor will call down the seniority list of employees on the needed shift, mechanics first, trainers/apprentices next, then helpers/cleaners/maintenance mechanics.

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

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 will be called next.

4. After the supervisor has made one call through the list(s) but there is still insufficient staff from within the needed classification(s), they will wait ten (10) minutes after the last call and call those that did not answer or with whom they left messages.

5. If, after the second call through, and staffing needs have been met, no further calls need be made.

6. In the event more staff is needed, the same process will be used to call in employees on their RDO.

Par. 3. In the event of an emergency declared by the General Manager (snow and ice, security alert, earthquake, etc.), the above will not be applicable.

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.

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 prequalifications 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 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 $1.75/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.

Section 20—Stores

Par. 1. Stores employees may be used by the District to install or remove tire chains after Mechanical help has been exhausted and under a Mechanic’s supervision.

Par. 2. Filling Positions

a. 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 Facilities Maintenance 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.

Par. 3. Longevity

a. Any Senior Parts person, who has performed three (3) or more years of continuous service as a Senior Parts person, shall receive forty-five cents ($0.45) per hour over base rate of pay.

b. Any Senior Parts person, with more than eight (8) years experience with the District, shall receive an additional forty cents ($0.40) per hour over base rate of pay.

c. Any Senior Parts person with more than fifteen (15) years experience with the District shall receive an additional forty cents ($0.40) per hour over base rate of pay effective December 1, 2003.

d. Any Senior Parts person with more than twenty (20) years experience with the District shall receive an additional forty cents ($0.40) per hour over base rate of pay effective December 1, 2003.

e. Any Senior Parts person with more than twenty-five (25) years experience with the District shall receive an additional forty cents ($0.40) per hour over base rate of pay effective December 1, 2003.

f. Any Senior Parts person with more than thirty (30) years experience with the District shall receive an additional forty cents ($0.40) per hour over base rate of pay effective December 1, 2003.

g. Any Senior Parts person with more than thirty-five (35) years experience with the District shall receive an additional forty cents ($0.40) per hour over base rate of pay effective December 1, 2003.

Par. 4. Utility Parts person

a. The classification of Utility Parts person is established to provide greater flexibility for the District in scheduling work assignments and in balancing the allocation of manpower between maintenance facilities when necessary. Utility Parts persons may, under specific conditions, be assigned to other locations or be assigned other reporting time and/or duties for all or part of the regular work shift.
b. A maximum of three (3) employees in the Partsperson classification may be
assigned as a Utility Partsperson.

c. Whenever the number of Partspersons at a given maintenance facility are
insufficient to cover work absences or the work in need of completion, the
Utility Partsperson may be sent to assist in completing the work.

d. When a Utility Partsperson is required to report to another maintenance
facility, the Utility Partsperson will be notified by the appropriate manager.
For the purposes of reporting to or returning from the other facility, the Utility
Partsperson will be provided transportation by the District.

e. The Utility Partsperson may be assigned to another facility for all or a portion
of their work shift. A Utility Partsperson may be required to report to work at a
time other than his or her regularly scheduled shift starting time or to another
maintenance facility provided that a minimum of twenty-four (24) hours
advance notice has been given. In any event, an alternate report time may not be
more than four (4) hours earlier than, nor later than, the normal shift's starting
time for the Utility Partsperson.

f. The Utility Partsperson shall be entitled to the same prevailing wage rates,
health, welfare, and other benefits, and will be subject to the same general
working conditions as other employees in the Partsperson classification.

Par. 5. Storeroom Personnel

a. Effective October 1, 1989, any storeroom personnel bidding a lower classification
shall retain the storeroom seniority they are entitled to for the term of one (1)
general sign-up. Should any individual stay in a lower classification past the
term of one (1) general sign-up, their seniority shall freeze at the effective date
of that sign-up.

b. Those storeroom personnel who had bid a lower classification before
July 1, 1988, shall continue to earn storeroom seniority as long as they occupy
their current job.

c. Employees who are forced to bid a lower classification due to a job-related
illness or injury shall not lose any seniority.

d. Effective April 1, 1990, any storeroom personnel bidding a lower classification
shall have their storeroom seniority frozen as of the effective date of their bid.

SECTION 21—HIRING APPRENTICES FROM OUTSIDE

Par. 1. This Section applies to all District apprenticeship programs.

Par. 2. Notwithstanding any other provision of this Agreement, the District
shall have the right to hire from the outside up to ½ of all apprentices annually in
each apprentice program within the District. All newly hired apprentices, whether
from within or outside the bargaining unit, shall meet the minimum qualifications
established by the District.

Par. 3. As provided under standards of the State of Oregon Apprenticeship and
Training Council, the Joint Apprentice Training Committee (JATC) for the respective
apprenticeship program will evaluate placement of an apprentice hired from the
outside into the appropriate progression step of the program, and the District will
pay such apprentice at the wage pertaining to that step.

Par. 4. Any apprentice hired from the outside will establish classification seniority
behind any apprentices currently in the respective apprenticeship program as of the
date such apprentice is hired.
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 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

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 each week at the 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.

Par. 7. The parties agree that, for the life of this Agreement, when the District exercises its authority to subcontract cleaning, maintenance and on-site repair of shelters (not including transit centers and light rail structures) and landscaping, the following employees shall have the option of continuing in their present work or bidding on other available Facilities Maintenance work:

- Steven White—Shelter Cleaning/Transit Center Maintenance
- Rick Alldrin—Shelter Cleaning/Transit Center Maintenance
- David Kim—Landscaper

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.

ARTICLE 5—FINANCE DIVISION

SECTION 1—PURCHASING DEPARTMENT

Par. 1. Wage 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. 2. Sign-ups for Buyers shall be for one (1) year.

SECTION 2—GENERAL

Par. 1. Sign-ups for Ticket Agent (Clerks) and Money Room Supervisors, excluding relief shifts, shall be for one (1) year.

Par. 2. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 3. When a member of the Payroll section is qualified for such job and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed 90 days on such shift), vacation periods, holiday time off, layoff, and recall.

Par. 4. Future Timekeeper appointments shall be from among Station Agents. Relief Timekeepers will be selected from regular and/or Extra Station Agents as necessary.

Par. 5. A Timekeeper or his/her relief will be on duty or available by telephone at least ten (10) hours per day.

Par. 6. Effective September 1, 2004, the money room supervisor position will become an appointed position. The incumbent employee filling that position on the effective date will be grandfathered and will retain the position.

Par. 6. At least one (1) vacation opening will be available each week at the 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.

Par. 7. The parties agree that, for the life of this Agreement, when the District exercises its authority to subcontract cleaning, maintenance and on-site repair of shelters (not including transit centers and light rail structures) and landscaping, the following employees shall have the option of continuing in their present work or bidding on other available Facilities Maintenance work:

- Steven White—Shelter Cleaning/Transit Center Maintenance
- Rick Alldrin—Shelter Cleaning/Transit Center Maintenance
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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.

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Par. 3. When a member of the Payroll section is qualified for such job and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed 90 days on such shift), vacation periods, holiday time off, layoff, and recall.

Par. 4. Future Timekeeper appointments shall be from among Station Agents. Relief Timekeepers will be selected from regular and/or Extra Station Agents as necessary.

Par. 5. A Timekeeper or his/her relief will be on duty or available by telephone at least ten (10) hours per day.

Par. 6. Effective September 1, 2004, the money room supervisor position will become an appointed position. The incumbent employee filling that position on the effective date will be grandfathered and will retain the position.

Par. 6. At least one (1) vacation opening will be available each week at the 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.

Par. 7. The parties agree that, for the life of this Agreement, when the District exercises its authority to subcontract cleaning, maintenance and on-site repair of shelters (not including transit centers and light rail structures) and landscaping, the following employees shall have the option of continuing in their present work or bidding on other available Facilities Maintenance work:

- Steven White—Shelter Cleaning/Transit Center Maintenance
- Rick Alldrin—Shelter Cleaning/Transit Center Maintenance
- David Kim—Landscaper

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.
ARTICLE 6—CUSTOMER INFORMATION SERVICES

SECTION 1—CUSTOMER SERVICE DEPARTMENT STAFFING

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

Par. 2. Customer Service Specialists
a. Lead Customer Service Specialists will be appointed by the Supervisor as required. The Lead Customer Service Specialists shall receive fifty cents ($0.50) per hour over the employee's regular rate for each shift so worked.
b. Employees called and reporting for special work and who work less than two (2) hours shall nevertheless receive two (2) hours pay.
c. All Customer Service Specialists shall receive a thirty (30) minute paid lunch period within their shift.

Par. 3. Customer Service Representatives
a. The principle functions of the Customer Service Representatives will be to provide intake processing of customer comments, commendations and complaints pursuant to administrative processes described in the District's Customer Service Policy.
b. Employees called and reporting for special work and who work less than two (2) hours shall nevertheless receive two (2) hours pay.
c. All Customer Service Representatives shall receive a thirty-minute paid lunch period within their shift.
d. Customer Service Representatives will be filled by appointment, not be seniority bid.

Par. 4. Pioneer Courthouse Square Assistant Supervisor
The principle functions of this position will be to perform Special Needs Information Coordinator duties. The position will be filled by appointment not by seniority bid.

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

Par. 6. Overtime
a. All working time above eight (8) hours in any twenty-four (24) hour period shall be paid for at the rate of time and one-half.
b. All employees shall, insofar as conditions permit, be entitled to two (2) days off in seven; it is understood, however, that under emergency conditions extra employees may be called for work on their assigned days off.

Par. 7. Off Duty
a. The District shall place in the Customer Services Office and the Customer Assistance Office separate off-duty books in which employees can register in ink or indelible pencil for the particular day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon;
Article 6—Customer Information Services

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.

the name at the top of the list to be the first one off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one (1) day previous to the date the employee wishes to be off duty, with the understanding that the privilege is not be abused by anyone. No employee will be permitted to register his/her name in said book more than one (1) month in advance.

b. The first employees off on any day shall be those who have that particular day as a regular day off. On all other days, after this class of employees has been exhausted, others may be let off according to their position in the book.

c. To determine which Customer Service Specialists, those on leave of absence excepted, will be off duty on holidays, the following procedure will apply:

1. Customer Service Specialists who have volunteered to work on the holiday will be assigned work in the order in which they signed. If there are insufficient volunteers, Customer Service Specialists will be selected in order from the bottom of the seniority list. Employees whose regular day off is the day of the holiday will be bypassed in selection.

d. Employees marking off sick one (1) or two (2) days before the seven (7) national holidays must produce a doctor’s certificate showing that sickness was real at the time of the layoff.

e. Employees laying off sick shall be required to report back not later than 10:00 a.m. the day before returning to work. All employees on extended sick leave shall report to the supervisor at least once every thirty (30) days and be under the care of a registered physician at all times.

f. No employee shall be permitted to work for another employee by individual bargaining on holidays.

g. Employees will not be required to report for work after having worked twelve (12) or more hours until and unless they shall have had eight (8) hours off duty up to next reporting time.

Par. 8. Sign-Ups

A new sign-up shall take place: 1) in case of a major schedule change, or 2) at the request of a majority of the employees in the Department. New shifts shall be posted five (5) working days before the sign-up day.

Par. 9. Vacation

Vacation may be taken one (1) day at a time, to a maximum of two (2) employees per day, 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 provided an initial uniform issue, will be eligible for a uniform allowance provided other uniformed employees.

Par. 11. Training

The District will provide training on all existing or new equipment pertaining to an employee’s assigned job function.
SECTION 1—GENERAL

Par. 1. Employees in this department may take vacation one (1) day at a time upon prior approval from the Department Manager.

Par. 2. The District may schedule four (4) 10-hour day work weeks in this department. No more than twenty-five percent (25%) of the shift will be scheduled as 10-hour shifts. Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of ten (10) on any one shift.

Par. 3. The District will provide training on all existing or new equipment pertaining to an employee’s assigned job function.

Par. 4. All extra Operations Planning and Scheduling Department employees shall have an extra list to sign on when qualified for any of the above stated jobs, and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.

Par. 5. It is agreed that the Schedule Checker position may only check bus/train loads and arrivals/departures of buses/trains. No present employee will be adversely affected by the creation of this position.

Par. 6. Winter coats, rain gear and sweaters will be provided for Schedule Writers.
ARTICLE 8—COMMUTER RAIL

SECTION 1—GENERAL

Par. 1. Wilsonville—Beaverton Commuter Rail
The Wilsonville-Beaverton Commuter Rail passenger service ("Commuter Rail") will benefit public transportation and provide new employment opportunities for Union members. The Commuter Rail passenger service will be in addition to, and will not replace, existing District service. The Union and District need to establish new job classifications for Commuter Rail work not performed by job classifications in this Agreement.

Par. 2. Commuter Rail Department
The Union and District agree that District may establish a Commuter Rail Department in which District employees represented by the Union may work in the new job classifications for Commuter Rail work as set forth and more specifically described in Appendices A and B to this Agreement.

Par. 3. District Staffing
The District will establish the position of Commuter Rail vehicle maintenance, inclusive of all related work at the Wilsonville maintenance facility except for plant maintenance and non-represented District operations management, will be performed by the new District job classification, "Commuter Rail Vehicle Maintenance Technician";

a. Staffing of Commuter Rail Technicians, and Commuter Rail Assistant Supervisor, will apply to the AM weekday shift, and to the PM weekday shift;

b. Commuter Rail station cleaning will be performed by Rail Facilities Maintenance Platform Cleaner (Service Worker) positions, domiciled and supervised from the Elmonica operations facility; and

c. Other District Commuter Rail maintenance functions shall be established by extending maintenance resources of existing District operations to Commuter Rail, as applicable.

Par. 4. Operation of Commuter Rail

a. Commuter Rail will operate as part of the general railroad system of transportation, and as such, is governed by regulations of the Federal Railroad Administration (FRA);

b. The Portland and Western Railroad (P&W) is the owner/operator of common carrier railroad rights along the Commuter Rail line. The District is the owner of the passenger rail vehicles and is responsible for vehicle maintenance and overall compliance with FRA regulations.

c. Under the Shared-Use Agreement (SUA) between Washington County and P&W, P&W has allowed Commuter Rail trains to operate on the line, subject to P&W railroad operations;

d. The District, as Washington County's assignee under the SUA, is to develop the Commuter Rail project and oversee the provision of service;
ARTICLE 8—COMMUTER RAIL

e. The Commuter Rail work functions that shall be performed by P&W railroad classifications are:
   1. Train engineers and conductors
   2. Train dispatching
   3. Maintenance of way (track, signals, grade crossings)

SECTION 2—JOB CLASSIFICATIONS

Par. 1. Commuter Rail Vehicle Maintenance Technician

Position Summary. Reports to Operations Manager, or Assistant Supervisor. Under minimum supervision, performs preventive maintenance inspections, repairs, troubleshooting, servicing, and interior and exterior cleaning on Commuter Rail diesel multiple unit (DMU) vehicles. Operates DMU vehicles within the Commuter Rail car shop repair/servicing track area. Performs janitor services for the DMU vehicle shop. Performs related duties as required.

Prerequisites. Three years journeyworker experience as a District Light Rail Vehicle Maintenance Technician, or Bus Mechanic, or an equivalent combination of experience and training; and Class "A" (CDL).

a. Selection. Applicants will enter the District’s DMU inspection, testing and maintenance training program in order of journeyworker seniority. Appointment is contingent upon successful completion of the training program to achieve FRA-required designation as a qualified passenger equipment maintenance person.

Par. 2. Assistant Supervisor, Commuter Rail Maintenance


a. Prerequisites. Currently fully qualified and working as a Commuter Rail vehicle maintenance technician.

b. Selection. Applicants will be selected by examination, including demonstrated knowledge of the District’s DMU inspection, testing and maintenance training program for FRA-required designation as a qualified passenger equipment maintenance person.

Par. 3. Transfer from Commuter Rail Department

Employees in the positions of Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance may leave the Commuter Rail department and move to other bargaining unit employment in accordance with the District’s change of job provisions, after one (1) year of service in the Commuter Rail department following completion of training to achieve FRA-required designation as a Qualified Maintenance Person (hereinafter “QMP”), except as agreed to otherwise by the District and the Union.

Par. 4. Rail Facilities Maintenance Platform Cleaner (Service Worker)

Position Summary: Same classification as Light Rail Facilities Maintenance Platform Cleaner (Service Worker). An equivalent of two additional positions, domiciled at the Elmonica Operations Facility, will be dispatched for weekday cleaning of Commuter Rail stations and park/ride lots.

Par. 5. Other District-performed Commuter Rail maintenance functions including TVM maintenance, and Plant Mechanic and Landscaper support to stations, park/rides and the Wilsonville operations facility, will not be part of the Commuter Rail department, but will be furnished by extending resources of existing District operations to Commuter Rail, as applicable.

SECTION 3—WORK ASSIGNMENTS, SENIORITY, TRANSFERS, OVERTIME

Par. 1. Work Assignment

Upon completion of training to achieve FRA-required designation as a QMP, Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees will be assigned to 26-week schedules of work, in accordance with their sign-ups. The District may schedule five (5) 8-hour day workweeks and/or four (4) 10-hour day workweeks. Commuter Rail Vehicle Maintenance Technician seniority shall prevail among Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor. Commuter Rail Maintenance employees will concurrently earn District seniority, Commuter Rail department seniority, and seniority in the job classification, if any, from which they were transferred to the Commuter Rail department. Assistant Supervisor, Commuter Rail Maintenance employees are not statutory supervisors and will not be expected to make final decisions in hiring, firing, or employee discipline.

Par. 2. Seniority

Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees will concurrently earn District seniority, Commuter Rail department seniority, and seniority in the job classification, if any, from which they were transferred to the Commuter Rail department. Assistant Supervisor, Commuter Rail Maintenance employees are not statutory supervisors and will not be expected to make final decisions in hiring, firing, or employee discipline.

Par. 3. Return to Department after Transfer from Department

In the event that an employee exercises transfer from the Commuter Rail department as provided in the supplemental WWA, such employee may exercise Commuter Rail seniority to return to the department at a future sign-up, after one year following the employee’s transfer from the department. However, continuation of such returned employment in the Commuter Rail department shall be contingent upon successful retraining and re-examination to achieve FRA-required designation as a qualified passenger equipment maintenance person.

Par. 4. 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. The District may apply the same overtime procedures practiced by the Rail Equipment Maintenance department to the Commuter Rail department.

Par. 5. Operations Manager Performance of Vehicle Maintenance Work

The Commuter Rail Operations Managers may perform Commuter Rail Vehicle Maintenance Technician work when a sufficient number of regularly scheduled and
ARTICLE 8—COMMUTER RAIL

overtime call-out Technicians is not immediately available to perform such work. The parties desire to limit performance of Technician duties by the Manager 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.

SECTION 4—WORKING AND WAGE AGREEMENT MODIFICATIONS

Par. 1. The following provisions of this Agreement are either modified or replaced for the Commuter Rail department, as indicated below. These modifications and replacements shall take precedence, in case of difference, over the comparable terms in this Agreement.

a. “Immediate Supervisor” references in Article 1, Section 3 will be changed to “Operations Manager, Commuter Rail”.

b. “Department Director” references in Article 1, Section 3 will be changed to “the Operations Manager, Commuter Rail’s director”.

c. The following provisions do not apply to the Commuter Rail department:

- Articles 2, 4, 5, 6 and 7;
- Article 9, except as amended by Paragraph d below;
- Article 3, Section 1, Paragraphs 5–7 and 9;
- Article 3, Section 2;
- Article 3, Section 4, Paragraphs 1b and 1c;
- Article 3, Sections 7–15 and 17–20; and
- Article 3, Section 16, Paragraphs (1)d and (1)f; and
- Supplemental WWA Relating to Rail Maintenance Contracting Out.

d. Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees will report to work at Commuter Rail’s Wilsonville operations facility.

e. No more than one (1) Commuter Rail Vehicle Maintenance Technician or Assistant Supervisor, Commuter Rail Maintenance employee per shift will be authorized to take vacation or floating holiday on the same date(s), except that the Commuter Rail department will honor vacation times signed up for prior to transferring to the Commuter Rail department.

f. Pay Schedules (Article 9) are hereby amended to include:

- Commuter Rail Vehicle Maintenance Technician, at the same pay rates as Bus Maintenance Journey-Level Mechanic or Light Rail Maintenance Journey LRV Mechanic
- Assistant Supervisor, Commuter Rail Maintenance, at the same pay rates as Bus Maintenance Assistant Supervisor, or Light Rail Maintenance Assistant Supervisor—LRV


g. District may issue District-furnished paging devices to Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees. The purpose for such devices, if used, shall be to contact employees during Commuter Rail call-out or emergency situations. When call-out is established, the District may apply the same pay/overtime procedures practiced by the Rail Equipment Maintenance department to the Commuter Rail department.
### Article 9—Pay Schedules and Classification

#### Section 3—Pay Schedules

**Effective December 1, 2012**

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**Effective December 1, 2012**

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Longevity Premium: All union employees, except maintenance journey workers and senior parts-persons, shall receive a cumulative additional:

- $.30 after 15 years ($0.30)
- $.35 after 20 years ($0.65)
- $.65 after 25 years ($1.30)
- $.50 after 30 years ($1.80)
- $.50 after 35 years ($2.30)

**B. TRANSPORTATION—OTHER**

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<th>178 Lead Training Supervisor/Instructor*</th>
<th>462 Training Assistant</th>
<th>834 Road Supervisor *</th>
<th>830 Chief Station Agent *</th>
<th>835 Station Agent (Clerk)*</th>
<th>819 Road Operations Coordinator*</th>
<th>836 Dispatcher*</th>
<th>536 LRV Supervisor*</th>
<th>538 LRV Controller*</th>
<th>489 Lead Road Supervisor*</th>
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<td></td>
<td>33.77</td>
<td>35.44</td>
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### Article 9—Pay Schedules and Classification

**Effective December 1, 2012**

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#### C. Operations Planning & Scheduling

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#### Maintenance Division

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**Apprentice Mechanics**

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**Maintenance Mechanics/Steam Cleaner**

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### Junior Tireworker

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**Bus Cleaner/Bus Service Worker/Rail Service Worker** (continued)

- **Clerk—Maintenance/MMIS**
  - 937/543 1st 6 months: 14.20 14.20 14.63 15.07
  - 937/543 2nd 6 months: 15.80 15.80 16.27 16.76
  - 937/543 3rd 6 months: 16.35 16.35 16.84 17.35
  - 937/543 4th 6 months: 17.87 17.87 18.41 18.96
  - 937/543 5th 6 months: 19.77 19.77 20.36 20.97
  - 937/543 7th 6 months: 23.98 23.98 24.70 25.44
  - 937/543 8th 6 months (Top Rate): 26.29 26.29 27.08 27.89

- **Data Technician**
  - 984 21.58 21.58 22.23 22.90

### B. LIGHT RAIL MAINTENANCE

- **529 Assistant Supervisor—LRV Mechanic**
  - 31.78 31.78 32.94 33.93 34.94

- **530**
  - **590 Assistant Supervisor—Field Technician**
    - 34.99 34.99 36.13 37.21 38.33
  - **556 Assistant Supervisor—Signals Maintainer**
    - 33.34 33.34 34.49 35.52 36.59

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**Field Technician Apprentices/LRV Apprentice Mechanics/Signal Maintainer Apprentices**

- **592/573/568**
  - 1st 6 months: 19.09 19.09 19.66 20.25
  - 2nd 6 months: 20.22 20.22 20.83 21.45
  - 3rd 6 months: 21.27 21.27 21.91 22.57
  - 4th 6 months: 22.38 22.38 23.05 23.74
  - 5th 6 months: 23.50 23.50 24.21 24.94
  - 6th 6 months: 24.42 24.42 25.15 25.90
  - 7th 6 months: 25.84 25.84 26.62 27.42
  - 8th 6 months (Top Rate): 26.76 26.76 27.56 28.39

- **592**
  - Entered apprenticeship prior to 03/09/09: 27.64 27.64 28.47 29.32

- **534**
  - 4th Year to Journeyman (entered before 5/00): 27.64 27.64 28.47 29.32

- **544**
  - 4th Year to Journeyman (entered before 5/00): 27.64 27.64 28.47 29.32

- **551**
  - Journeyworker LRV Mechanic: 27.64 27.64 28.64 29.50 30.39

- **541**
### Effective December 1, 2012

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### Article 9—Pay Schedules and Classification

**Effective December 1, 2012**

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**Tool Allowance:** Journeyworker mechanics and apprentices in the mechanic program will receive $.35 per hour tool allowance effective: 12/1/03; 12/1/04—$.37; 12/1/05—$.39; 12/1/06—$.41; 12/1/07—$.43; 12/1/08—$.45

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#### Longevity Premium: Journeyworker mechanics shall receive a cumulative additional:

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**Shift Differential:** $.40

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**FINANCE DIVISION**

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**Longevity Premium:** All purchasing and stores employees (except Jr. Partspersons) will receive a cumulative additional amount:

- $.45 after 3 years ($1.35)
- $.40 after 4 years ($1.60)
- $.40 after 5 years ($2.05)
- $.40 after 6 years ($2.45)
- $.40 after 7 years ($2.85)
- $.40 after 8 years ($3.30)
- $.40 after 9 years ($3.75)
- $.40 after 10 years ($4.20)
- $.40 after 11 years ($4.65)
- $.40 after 12 years ($5.10)
- $.40 after 13 years ($5.55)
- $.40 after 14 years ($6.00)
- $.40 after 15 years ($6.45)
- $.40 after 16 years ($6.90)
- $.40 after 17 years ($7.35)
- $.40 after 18 years ($7.80)
- $.40 after 19 years ($8.25)
- $.40 after 20 years ($8.70)
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- $.40 after 25 years ($10.95)
- $.40 after 26 years ($11.40)
- $.40 after 27 years ($11.85)
- $.40 after 28 years ($12.30)
- $.40 after 29 years ($12.75)
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- $.40 after 31 years ($13.65)
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- $.40 after 35 years ($15.45)
- $.40 after 36 years ($15.90)
- $.40 after 37 years ($16.35)
- $.40 after 38 years ($16.80)
- $.40 after 39 years ($17.25)
- $.40 after 40 years ($17.70)
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- $.40 after 97 years ($4.55)
- $.40 after 98 years ($4.60)
- $.40 after 99 years ($4.65)
- $.40 after 100 years ($4.70)
Effective December 1, 2012

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Automated Trip Planner

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Effective December 1, 2012

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PLANNING DIVISION

Unless a specific wage progression schedule is listed in Article 9, all new employees shall be subject to the following minimum progression schedule for the job into which hired:

- 1st 6 months: 75% of top rate
- 2nd 6 months: 80% of top rate
- 3rd 6 months: 85% of top rate
- 4th 6 months: 90% of top rate
- 5th 6 months: 95% of top rate
- Top Rate: 100%

*Salaried
†Payroll codes are for convenience and subject to change.
‡Journeyworker classifications receive $1.00 rate increase upon contract ratification.
ARTICLE 10—PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

SECTION 1—PENSION

Par. 1. Classes of employees subject to this agreement are as follows:

a. Rose City Employee—An employee of the Rose City Transit Company on November 30, 1969 who had not qualified for retirement pay under the Working and Wage Agreement in effect on that date.

b. Rose City Employee Qualified—An employee of Rose City Transit Company on November 30, 1969, who was qualified to receive retirement pay under the Working and Wage Agreement in effect on that date and who had not retired.

c. Rose City Employee Retired—A person receiving retirement or disability pay from Rose City Transit Company on November 30, 1969 pursuant to the Working and Wage Agreements.


e. Employees who came directly from Vancouver-Portland Bus Company to the District who are employed by the District as of April 1, 1979, are to receive past service credit for pension purposes.

Par. 2. The qualifications for full retirement benefits are:

a. Ten (10) years of continuous service with the District, Rose City Transit Company, and Portland Traction Company, or ten (10) years continuous service with the District and the Blue Lines, or ten (10) years continuous service with the District and the Vancouver-Portland Bus Company; and

b. Age 58. The normal retirement age under the Plan is 58.

Par. 3. An employee who has met the service conditions set forth in paragraph 2(a) above shall be deemed fully vested in any pension benefits earned by that employee under the terms of this Agreement.

Par. 4. Continuous service used in this section is defined in Article 1, Section 12, Pars. 1 & 2 of this Agreement.

Par. 5. Retirement Pay

a. Retirement pay shall be:

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</tr>
<tr>
<td>7–1–71 to 6–30–72</td>
<td>191.00 month</td>
</tr>
<tr>
<td>7–1–72 to 6–30–73</td>
<td>208.00 month</td>
</tr>
</tbody>
</table>

These amounts shall include payments received from both the Rose City Transit Company’s Pension Trust and the District.
b. Retirement pay per month for each full year, and fraction thereof, of continuous
service achieved by date of retirement for all employees shall be paid on the
basis of the rate in effect upon date of retirement:

<table>
<thead>
<tr>
<th>Date of Retirement</th>
<th>Retirement Pay Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-1-73 to 6-30-75</td>
<td>$10.00 month</td>
</tr>
<tr>
<td>7-1-75 to 3-31-76</td>
<td>$11.00 month</td>
</tr>
<tr>
<td>4-1-76 to 3-31-78</td>
<td>$13.00 month</td>
</tr>
<tr>
<td>4-1-78 to 3-31-79</td>
<td>$14.00 month</td>
</tr>
<tr>
<td>4-1-79 to 3-31-80</td>
<td>$15.00 month</td>
</tr>
<tr>
<td>4-1-80 to 3-31-81</td>
<td>$15.75 month</td>
</tr>
<tr>
<td>4-1-81 to 3-31-82</td>
<td>$16.50 month</td>
</tr>
<tr>
<td>4-1-82 to 8-31-87</td>
<td>$18.00 month</td>
</tr>
<tr>
<td>9-1-87 to 8-31-88</td>
<td>$19.00 month</td>
</tr>
<tr>
<td>9-1-88 to 8-31-89</td>
<td>$20.00 month</td>
</tr>
</tbody>
</table>

Pensions for pre-February 1, 1992 retirees (receiving District medical benefits)
shall be increased from these amounts by 50% effective March 24, 1999; by
10% on November 30, 1999; an additional 10% on November 30, 2000; an
additional 10% on November 30, 2001; an additional 10% on November 30,
2002; and an additional 10% on November 30, 2003.

c. Effective July 12, 2012, Retirement pay (for existing retirees) shall be increased
each May 1 by the increase in the U.S. Urban Wage Earners and Clerical Workers
Consumer Price Index (CPI) (annual average) for the previous year not to exceed
7% per year.

d. Should an active employee with ten (10) or more years of service die, the District
will pay to the surviving spouse, at age 62, one-half (1/2) of the pension earned
by the employee without actuarial reduction.

Par. 6. Retirement pay for an active employee who is hired by the District before
the first day of the month following the date of the Arbitrator’s decision, will be on
the basis of $42.00 per month for each full year of service. Any partial year(s) of
service will be eligible for pro-rated credit based upon a 1/12 formula for each full
month of service. An employee’s retirement pay for any years of service as a Mini-run
Operator shall be based upon the provisions of Article 2, Section 2, Paragraph 6.

Par. 7. The $42.00 basis for retirement pay will be adjusted based upon the
amount of any specified general wage adjustment (whether actual or percentage) on
February 1, 1992, and each February 1, thereafter, during the life of this Agreement.
The aggregate total of the wage increases granted during the previous year shall be
the basis for such an annual adjustment. For the purposes of any conversions of
actual wage adjustments to percentages, the Top Operator wage rate will be utilized.

Par. 8. For all employees who retire on or after August 1, 2012, the retirement
pay provided in Par. 6 shall be increased each May 1 by 90% of the increase in
the U.S. Urban Wage Earners and Clerical Workers Consumer Price Index (CPI) (annual
average) for the previous year, not to exceed 7% per year.

Par. 9. Active employees who are hired by the District on or after August 1, 2012,
shall be eligible for and become a participant in a Defined Contribution Plan, which
shall have the same elements as that currently offered to all District non-union
employees.

Par. 10. Any employee who suffers a break in continuity of service and who
subsequently returns to employment with the District shall forfeit all pension credits
for service rendered prior to the break in his/her continuity of service when any one
of the following conditions are met:

a. The employee’s continuity of service has been broken for at least three (3)
   consecutive years; or

b. The duration of the break in continuity of service equals or exceeds the
   employee’s total length of service prior to the break; or

c. The employee previously received a lump sum distribution of his/her pension
   benefits as a result of the early-out program.

If an employee has a forfeiture of service, as defined in this paragraph, all years
of service prior to the break in continuity of service will be disregarded for all
pension purposes.

Par. 11. Early Retirement

Employees otherwise qualified for retirement pay as provided herein, may elect
to retire early at age 55 or older by taking a reduced pension in accordance with
an actuarial reduction as determined by the Trustees in accordance with accepted
actuarial principles.

Par. 12. An employee whose employment with the District terminates prior to that
employee’s date of retirement but whose right to retirement benefits is protected
under the terms of paragraph 2(a) above, shall be allowed to retire upon reaching
the retirement ages provided for in this Pension Agreement, including full or partial
retirement, provided however that the retirement benefits of any such individual at
the time of retirement shall be computed in accordance with the retirement levels
earned by that employee as of the date of severance of employment with the District
and in accordance with the schedules provided for in paragraphs 5(a) and 5(b)
above. The provisions of paragraph 5(c) shall not apply to such employee.

Par. 13. The parties recognize and agree that, from its inception, the retirement fund
established by the Working Agreement is a defined benefit plan funded solely by the
District. The District will continue to make all contributions to the retirement fund to
fund the existing defined benefit plan established under the terms of the Working
Agreement. The District also agrees to contribute such amounts as are necessary to
establish an amortization period of forty (40) years or less. The District agrees that
it will make such contributions as are necessary to maintain the fund’s amortization
schedule. The District agrees that the necessity of such funding and the amounts
necessary shall be determined in accordance with the accepted actuarial principles.

Par. 14. It is agreed that no expenditure shall be made from the retirement fund
other than those expenditures necessary and proper to the payment of the benefits
and the protection and operation of the fund. Benefits shall not be paid except in
accordance with the provisions of qualifications of benefits and with the benefit
schedules as established by the Union and the District in collective bargaining and
set forth in the this Agreement entered into and executed by both parties.
ARTICLE 10—PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

Par. 15. Any District employee covered by the Public Employees Retirement System by the requirement of statute or by another state mandated retirement system shall not be entitled to receive credit towards pension benefits under any provisions of this Agreement for any period of time for which the District is required to make contributions as to that employee to the Public Employees Retirement System or other state mandated retirement programs.

Par. 16. The District will create a trust to be in operation by January 1, 1986 with an equal number of trustees appointed by the Union and the District with not more than three (3) trustees from each body. These trustees shall serve without compensation or expense reimbursement from the trust. It shall be the authority and responsibility of the trustees to oversee the operations of the trust, including accounting, actuarial, administrative, investment and other necessary services by qualified professionals in those fields. Any deadlock between the trustees shall be resolved by binding arbitration.

Par. 17. Joint Survivorship Annuity
Any employee eligible to retire under the terms of this agreement on an early or regular pension may elect to take an actuarially reduced pension to provide for a 66 2/3% joint annuity survivorship pension, applicable to the surviving spouse only. The actuarial reduction table for this is on file with the District.

SECTION 2—PERMANENT DISABILITY
Par. 1. The District shall pay disability pay to employees who are permanently disabled from performing their occupations with the District on the following conditions:

a. The employee must be actually working for the District or be on authorized sick leave at the time the disability occurs.

b. The employee must not have reached retirement age under Social Security regulations.

Par. 2.

a. Employees who become disabled between April 1, 1985 and April 1, 1991, shall receive monthly disability pay as follows:

   After 10 years continuous service . . . . . . . . . . . $377.28 month
   After 15 years continuous service . . . . . . . . . . . 454.74 month
   After 20 years continuous service . . . . . . . . . . . 528.22 month

As of February 1, 1992, this schedule for such employees shall increase by the percentage as calculated in Section 1, Paragraph 5(c), above.

b. A permanently disabled employee with ten (10) years consecutive service with the District and eligible for disability pay under the provisions of this paragraph shall upon becoming eligible for disability pay under Social Security receive benefits at double the level provided for in paragraph 2(a), above. Such increased benefits shall become effective in the month in which the employee begins to draw Social Security disability benefits. If the employee ceases to be disabled under Social Security, then the employee’s benefit from the District will revert to the regular level.

ARTICLE 10—PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

Par. 3. Conditions During Disability

a. Payments shall continue until employee is eligible to retire under Social Security regulations after which date the District will pay retirement pay as provided in this Agreement.

b. Any employee receiving disability pay shall report to the District in person or in writing at least once each six (6) months. S/he may also be required by the District to submit to a medical examination at any time, but not more often than semi-annually, prior to the date s/he is eligible to retire under Social Security regulation, to determine whether s/he has continued to be permanently disabled from performing any occupation with the District. If it is determined by said examination that s/he is no longer so disabled, his/her disability pay shall cease, and s/he shall be reinstated in employment with full rights.

c. As to any employee receiving disability, if that employee is capable of performing available work the District shall have the right to require that employee to perform such duties provided that no employee of greater seniority shall be displaced and that the work to be performed by the employee shall be in accordance with a doctor’s release.

d. Death of Employee
Should an employee who is at least age 55, but not yet 62, and who is otherwise eligible for retirement under the terms of this Agreement, die while receiving permanent disability benefits, the surviving spouse may elect to receive either:

1. The survivor retirement benefits outlined in Section 1, Paragraph 5(d); or
2. The joint survivorship annuity provision as described in Section 1, Paragraph 17.

SECTION 3—DURATION
This Agreement shall remain in effect from December 1, 2012 through November 30, 2016, as amended, and shall continue from year to year thereafter unless either party gives sixty (60) days written notice of reopening this Agreement. It is understood that the subject pensions and all contractual aspects thereof shall not be subject for negotiations while this Agreement is in effect and no change in the Labor Agreement between the parties can change the pension entitlement rights or amounts, or the obligations of the District during the life of this Agreement.
Supplemental Collective Bargaining Agreement

by and between
Tri-County Metropolitan Transportation District of Oregon
and
Division 757, Amalgamated Transit Union
Relating to
TRANSIT POLICE

The Union recognizes the right of the District to contract out Transit Police functions as specified in the side letters dated December 22, 1988 and January 11, 1989.

IN WITNESS WHEREOF, the District and the Union have caused these presents to be executed by their duly authorized officers on this __________ day of __________, 2015.

Dated this __________ day of __________, 2015.

TRI-COUNTY METROPOLITAN AMALGAMATED TRANSIT UNION TRANSPORTATION DISTRICT OF LOCAL 757 OREGON

Bruce Warner
President, Board of Directors

Neil McFarlane
General Manager

Bruce Hansen
President/Business Rep.

Jonathan J. Hunt

Mary Longoria
Financial Secretary/Treasurer

Randy Stedman
Executive Director, LR/HR
Supplemental Working and Wage Agreement
by and between
Tri-County Metropolitan Transportation District of Oregon
and
Division 757, Amalgamated Transit Union
Relating to

CONTRACTING OUT

1. The Union recognizes the right of the District to subcontract items, components and/or services during the life of the Working and Wage Agreement which expires on November 30, 1998, as specified hereto, subject to further review and revision by the provisions of Article 3, Section 14 of the Working and Wage Agreement.

2. Rail Equipment Maintenance
   Present Banfield System
   Revenue Vehicles
   a. Truck system equipment
      Gearbox crown and pinion assembly (7/96)
      Primary suspension
      Slewing ring
      Shock absorbers
      Axle
      Axle flexible coupling
      Crown wheel refurbish
      Shim machining
      Flange machining
   b. Electrical distribution system equipment
      Converter assembly (7/96)
      Converter transformers
      Converter PCBs (7/96)
      Cab control PCBs (7/96)
      Inverter assembly
      Speedometers
      Battery cells
      Battery disposal/recycling
   c. Propulsion system equipment
      Electronic control unit PCBs (7/96)
      Pre-excitation device contactor (7/96)
      Traction motor (major rework)
      Motor shunt reactor
   d. Door system equipment
      Door PCB (7/96)
   e. Coupler system equipment
      Coupler assembly (4/96)
   f. Friction brake system equipment
      HPCU servo valve (except for minor repairs)
      Actuators (except for minor repairs)
      Caliper specialty machining and fabrication
   g. Communication
      Electronic horn PCB (7/96)
      Communication control unit (1/97)
      PA amplifier (1/97)
      Passenger intercom (1/96)
      800 MHz radio
   h. ATS/TWC system equipment
      Train logger memory module
      Train logger power supply
      TWC control box
      TWC transponder
      ATS DC/DC converter
      ATS switching unit
   i. Carbody/interior equipment
      Seat cushions (except for R & R) (7/95)
      Glass (7/95)
   j. Air comfort system
      Overhead motor (major rework)
      Cab heater motor (major rework)
   k. Fare/lift
      Hydraulic cylinders
      Platform non-skid surface
   l. Vintage trolley
      Motor/generator assembly (except minor motor repair and gearbox assembly)
      Inverter control PCB
      Pneumatic brake system equipment
      Propulsion resistors
      Wheel re-tiring
      ATS/TWC system
      Air compressor
      Seats
      Batteries

3. Maintenance of Way Maintenance
   Present Banfield System
   a. Landscaping
      Pruning, cutting, plants/shrubs/grass/weeds (contract in excess of work capacity of three (3) full-time rail landscape employees)
      Hy-rail weed spray in ROW
      Tank-truck watering of trees
b. Track and ROW structures
   - Timber bridges, inspection/repair
   - Concrete/steel bridges inspection/repair
   - Timber tie renewals (major reconstruction work only)
   - Track resurfacing/realignment
   - Rail replacement/transposition
   - Rail grinding
   - Rail welding
   - Rail ultrasonic testing
   - Rail profile testing
   - Paved track drain vaults cleaning
   - Rail support elastomer repairs
   - Street brick repairs
   - Cobblestone repairs
   - Grade crossing reconstruction/repairs
   - ROW fence installation

c. MOW Equipment Systems/Plant Maintenance
   - Elevator inspections/repairs
   - Substation electrical testing
   - Painting of catenary poles (7/96)
   - Painting of substations/RJ building/crew rooms (7/96)
   - HVAC/electrical/plumbing systems (tasks beyond in-house capabilities)
   - Overhead contact wire replacement (large programs or projects only)
   - Signal relays/equipment (7/96)
   - Electrification switchgear (7/96)
   - Track switch machines
   - Other electro/mechanical instruments (7/96)
   - Printed circuit boards (7/96)

d. Station and Park-Ride Facilities
   - Painting of station structures (7/96)
   - Pavement resealing/restripping
   - Brick paver cobblestone repairs
   - Park-ride pavement sweeping and drain cleaning (7/97)

e. Other
   - Emergency repairs (beyond in-house capabilities)
   - Environmental remediation (beyond in-house capabilities)

4. The above listed items, components and/or services identified with a date, shall be performed in-house on or after the first day of the month and year indicated, unless the joint committee, as provided for in Article 3, Section 14, Paragraph 4, agrees to continue subcontracting of the particular item, component and/or service.

5. It is the intent of the parties that all work performed by District employees on the Banfield system will also be performed on the Westside extension after that project is up and running, with due consideration given to warranty work or any new generation equipment, and is subject to review by the joint committee. Nothing in this section affects the Union's right to negotiate the wage rate for any and all new classifications established for light rail on either the Banfield system and/or Westside extension.

IN WITNESS WHEREOF, the District and the Union have caused these presents to be executed by their duly authorized officers on this _________ day of _________, 2015.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

Bruce Warner
President, Board of Directors

Neil McFarlane
General Manager

Randy Stedman
Executive Director, LR/HR

AMALGAMATED TRANSIT UNION
LOCAL 757

Bruce Hansen
President/Business Rep.

Jonathan J. Hunt

Mary Longoria
Financial Secretary/Treasurer
PENSION
Effective July 12, 2012, retirement pay shall be increased each May 1 by 90% of the increase in the U.S. Urban Wage Earners and Clerical Workers Consumer Price Index (CPI) (annual average) for the previous year not to exceed 7% per year.

HEALTH AND WELFARE
Members retired before February 1, 1992:
- 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 the medical, prescription drug, vision, and dental (retirees and spouse only), not including orthodonture, available under the health and welfare plan currently in place.

Members retired on or after February 1, 1992:
- All employees who retire on or after February 1, 1992, shall receive the same health and welfare benefits available to active employees and their spouses, excluding orthodonture and dental coverage for dependent children.

All retired members hired prior to October 25, 2014:
- The medical coverage of the spouse and dependents of a retired employee shall continue for sixteen (16) years from the date of death of said retiree.

TRANSPORTATION
Free transportation on all lines of the District shall be furnished to all retired employees and their spouses, members of the Union, retired under the provisions of this Agreement.

LIFE INSURANCE
- Upon the date of ratification of this agreement, employees who have retired since July 1, 1971, will receive $10,000 life insurance.
- The District will pay 100% for the life insurance for those employees retiring after July 1, 1971. The District will continue to pay 100% of the life insurance premium for the hourly rated employees who retired prior to July 1, 1971.

TIME LOSS NOTIFICATION
Change transportation department policy time loss notification from 100 to 90 hours and 120 hours to 110 hours.
Dated this 11th day of March, 2015.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

AMALGAMATED TRANSIT UNION LOCAL 757

Bruce Warner
President, Board of Directors

Bruce Hansen
President/Business Rep.

Neil McFarlane
General Manager

Jonathan J. Hunt

Randy Stedman
Executive Director, LR/HR

Mary Longoria
Financial Secretary/Treasurer
EMERGENCY OPERATIONS

Memorandum of Agreement

EMERGENCY OPERATIONS

Only the District's general manager may declare an emergency after consulting the Union, due to extreme weather conditions, natural disasters or extreme threats of national security. Before making such a declaration, the District general manager shall consider whether public schools, governmental agencies and area businesses have initiated closures. In the event of such an emergency, employees may be required to perform work outside their normal duties and scheduled hours. The District and the Union shall meet, jointly develop and agree in writing on operating protocols prior to implementing such emergency authority.

Dated this 11th day of March, 2015.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

Bruce Warner
President, Board of Directors

Neil McFarlane
General Manager

AMALGAMATED TRANSIT UNION
LOCAL 757

Bruce Hansen
President/Business Rep.

Jonathan J. Hunt

Randy Stedman
Executive Director, LR/HR

Mary Longoria
Financial Secretary/Treasurer

Memorandum of Agreement

PORTLAND STREETCAR SPECIAL PROJECT

Supplemental Working and Wage Agreement

by and between

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

Relating 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 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 from among light rail operator bidders, selection will be by light rail operator seniority. If operator positions remain unfilled, 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 mechanics. In filling these openings from among LRV Journey Level mechanic bidders, selection will be by LRV Journey

Dated this 11th day of March, 2015.

TRI-COUNTY METROPOLITAN AMALGAMATED TRANSIT UNION
LOCAL 757

Bruce Warner
President, Board of Directors

Neil McFarlane
General Manager

AMALGAMATED TRANSIT UNION
LOCAL 757

Bruce Hansen
President/Business Rep.

Jonathan J. Hunt

Randy Stedman
Executive Director, LR/HR

Mary Longoria
Financial Secretary/Treasurer
Level mechanic seniority. If maintenance technician positions remain unfilled, LRV Journey Level mechanics will be required to fill the positions in reverse order of their LRV 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 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.

6. **During Streetcar Department training and subsequent assignment in the Streetcar Department:** Streetcar Department operators, maintenance technicians, and 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.

7. **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.

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.

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.

10. **Extra Board:** The District extra board will not be used for Streetcar Department work.

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 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.
   c. 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.

12. **Transfers to or from Streetcar Department:**
   a. Streetcar Department employees in the positions of operator, maintenance technician, and superintendent, 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.

13. **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. **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). In addition, representatives of the manufacturer of streetcar equipment may perform installation, maintenance, and testing on such equipment under warranty.
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.
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, 6g, 9h, 9h, 10, and 11; and 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 layoff and reemployment of Streetcar Department employees will be handled separately from other District departments, and District seniority shall govern in Streetcar Department layoff and reemployment of employees.

8. Superintendents will be paid a flat rate of $28.25 per hour, subject to future CPI 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.
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