

**TENTATIVE AGREEMENT  
BETWEEN  
TriMet  
&  
Amalgamated Transit Union Division 757  
Reached - April 1, 2021**

Deleted language is ~~struck through~~.

New language is red and underlined.

Language highlighted in gray is language removed based on the Oregon Employee Relations Board finding it to be permissive.

## ARTICLE 1 – GENERAL PROVISIONS

### Section 1 – TERM OF AGREEMENT

#### Par. 1. Effective Date

This Agreement shall remain in effect from December 1, 2019~~16~~, through November 30, 2022~~19~~, as amended, and shall continue from year to year thereafter unless either party gives sixty (60) days written notice of reopening this Agreement. The subject of pensions shall not be negotiated during the term of this Agreement. No other change in this Agreement shall change the pension entitlement rights or pension benefits during the term of this Agreement.

#### Par. 4. Labor/Management Meetings, Side Letters, Supplemental Agreements, and Memorandum of Understanding Agreements.

- b. The Union President or designee and the District's Executive Director of Labor Relations & Human Resources or the 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. 2. Membership

a. TriMet shall provide, to the extent it collects this information, within ten (10) calendar days of hire of any employee who is covered by this Agreement, the following information:

- i. The employee's name
- ii. The employee's date of hire
- iii. Work telephone number, if applicable
- iv. All personal telephone number(s) on record
- v. Electronic mail addresses
- vi. The employee's personal mailing address
- vii. Job title
- viii. Salary; and
- ix. Work site location

b. The information above will be provided by electronic mail to an address provided by ATU in an editable digital format.

~~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.~~

c. All employees covered by this Agreement shall have the opportunity to participate, and the District shall provide the Union reasonable access to, new employees to participate in new employee orientation sessions put on by the Union. The Union will have the right to meet with new employees within 30 calendar days from date of hire for a period of no more than one hour, without loss of compensation or leave benefits to the new employee. TriMet will coordinate with ATU to schedule an hour during any new hire training period or orientation. For employees who do not have or do not participate in a group orientation or scheduled training period, the ATU may arrange with the employee's supervisor to meet with them individually or in groups for an hour. ATU may arrange to continue to use the location after the employees' work day is completed to continue to meet with the employees.

~~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 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 5<sup>th</sup> 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 shall forward monthly to the Secretary of the Union the names of all persons entering or leaving the service in all departments covered by this Agreement. The Union shall furnish monthly to the District a list of its members joining or withdrawing from the Union during the month. The District shall deduct monthly from the compensation of the employees, members and nonmembers of the Union, the monthly dues or "in lieu of dues payment" prescribed and established by the membership of the Union and applicable law.~~

~~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. Dues Deductions

a. ATU shall provide to TriMet on a monthly basis in an editable digital format: All changes to the bargaining unit member's dues or deductions, including all new bargaining unit members who have provided authorization to ATU for TriMet to make a dues deductions from their pay checks for that month, any changes in the amount of any employee's deduction, the bargaining unit members who have authorized an initiation fee, the bargaining unit members who have revoked the authorization of the dues deduction, or bargaining unit members who should no longer have any deductions.

b. On a monthly basis, TriMet will make the deductions of initiation fees and dues deductions in the amounts provided by ATU. TriMet shall provide a date by which it requires ATU to provide the information in Par. 3a, unless a different date is mutually agreed between the parties ("Submission Date"). If the information is not provided to TriMet by the Submission Date, TriMet will use the most recent information provided by ATU. TriMet will remit the funds deducted to ATU within 15 days of the payday when the deductions were made.

- c. Seven calendar days prior to the Submission Date in Par. 3b, TriMet shall provide the following information in an editable digital format.
- i. Deductions made for ATU
  - ii. Those who are in the bargaining unit who were not on ATU's list for dues deductions
  - iii. Those who have left the District and the reason for leaving
  - iv. Address and phone number changes
  - v. New Hires
  - vi. Those who had job changes that affect dues.
  - vii. Those who did not have deductions taken because there were insufficient wages to make the entire deduction.
  - viii. An employee comparison of the current and prior payroll period in which dues were taken
  - ix. Those on military leave and disability.
- d. In the event an employee makes a claim that a deduction made pursuant to the information provided by ATU was not authorized, ATU shall agree to defend, indemnify, and hold harmless TriMet from any claims, judgments, fees, or costs including prevailing party attorney fees, for any unauthorized deduction resulting from TriMet's reliance on the information provided by ATU.
- e. Article 1, Section 2, Par. 2 & 3 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. 34. Representative's Rights**

- a. a. The District agrees that the officers and members of the Union shall be granted ~~leave of absences~~ release time for ~~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 release time 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. Upon the conclusion of their release time, the District will allow officers and members of the Union granted release time the option to buy sick leave they would have accrued during the authorized release time at their hourly rate upon reemployment. Their total sick bank shall not exceed the maximum stated in Art. 1, Sec. 9, Par. 5(m). Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.
- b. The District will offer any member of this Union who holds full-time office, such as President, Vice-President, or Financial Secretary, which requires his/her/their release time from the District's employ, engaged in Union business on release time, health and welfare benefits under Article 1, Section 9, Par. 1 of this Agreement and employer contributions to any defined contribution retirement plan at an equal rate provided to Union employees. The Union shall reimburse the District for any such benefits, including health and welfare benefits and retirement contributions provided by the District during the release time.

- b. The District shall grant ATU members who are designated representatives reasonable time to engage in the following activities during their regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
1. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
  2. Attend investigatory meetings and due process hearings involving represented employees;
  3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
  4. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
  5. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
  6. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
  7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
  8. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
- d. If a designated representative engages in an activity in Par.3(c) during their regularly scheduled work hours, they shall notify their supervisor in advance, and fill out and submit a Release Time Request Form, which is agreed on by the parties. If a dispute arises about Par.3(c), a representative from the ATU office and TriMet's Labor Relations office will seek to resolve the dispute.
- e. Provided that the meetings do not unreasonably interfere with TriMet's operations, a designated representative shall have reasonable access to bargaining unit employees:
1. To meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, work place related complaints and other matters relating to employment relations.
  2. To conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

### **Section 3 – ADJUSTMENT OF GRIEVANCES & ARBITRATION**

**Par. 1.** It is hereby agreed that the properly accredited ~~officers~~ representatives 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 of Labor Relations. For a suspension or discharge the grievance must be no later than the 10<sup>th</sup> day after the Union was notified of the action. All other grievances must be submitted 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~~ the prescribed timeline will be deemed a waiver of the grievance.

### Step 1

~~Such~~ Grievances 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~~ District Representative 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~~ meeting is held. To be timely, the Union must...

### Step 2

...refer the grievance to the ~~Department~~ Director of Labor Relations ~~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~~ the meeting is held. To be timely, the Union must...

### Step 3

...Submit the grievance to the ~~Federal Mediation and Conciliation Service~~ Labor Relations Director and request arbitration 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 or grievances.
- 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)~~ two (2) hours to present its case and one ~~half (1/2)~~ (1) hour for cross-

examination and rebuttal. Each case will be completed within ~~three (3)~~six (6) hours or less, or time and procedural limits otherwise mutually agreed between the parties.

- 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.** The parties will request a list of fifteen (15) FMCS arbitrators with Oregon residences and strike the list down to five (5) arbitrators which will be used as the expedited arbitration panel for the duration of the agreement. ~~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.~~

#### **Section 4 – DISCIPLINE**

**Par 2.** All discipline ~~of an~~ for employees who have completed their initial probationary period ~~has been an employee of the District for a period in excess of 120 days shall~~ be based on just and sufficient cause with explanation given to the employee in writing. The Union will be notified in writing of all discipline within seventy-two (72) hours of the action being taken.

**Par. 3.** Where a suspension or discharge is considered necessary, the final decision will be deferred until after an opportunity has been given to an appropriate Union Representative to be present at a hearing between the Department Manager or his/her designee and the employee. ~~This shall not apply when the employee is subject to immediate suspension or discharge.~~

**Par. 4.** Written Warnings and Reprimands will not be used for progressive discipline purposes after eighteen (18) months from date of incident that warrants such discipline, unless an employee has another incident during that eighteen (18) month period for a similar violation. ~~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.~~

### Section 7 – VACATIONS<sup>1</sup>

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

- k. All salaried classifications shall be permitted to convert all weeks of vacation each year to use one day or various numbers of hours at a time. Salaried Classifications may be paid out up to two weeks at the end of vacation year.
- m. All Mini-Run Operators shall be permitted to carry over unused vacation when moving to full time. Mini-Run Operators who become full-time operators shall, beginning December 13, 2017, accrue vacation based upon their original hire date as a Mini-Run Operator. If a current full-time ~~operator~~ employee<sup>2</sup> formerly was a Mini-Run Operator, then beginning December 13, 2017, s/he shall accrue vacation based upon his/her original hire date as a Mini-Run Operator.

### Section 8 – HOLIDAYS

**Par. 7.** An employee may notify the District at least 15 days, but no more than 30 days, prior to each paid holiday recognized in Paragraph 1 of this Section that s/he wishes to waive holiday pay. Upon such notice, an employee may have the time added to his/her Leave Hours bank to be used later in accordance with the practice for requesting such time off. Maximum leave hours waived cannot exceed 80 hours in the Waived Holiday Pay Leave Bank at any time. Waived holiday pay may only be paid out upon separation from the District. Notice of intent to waive holiday pay shall be given in the manner designated by the District.

### Section 9 – HEALTH AND WELFARE BENEFITS<sup>3</sup>

#### Par. 3. Employee Assistance Program

- a. The District will continue an Employee Assistance Program that provides substantially similar coverage in effect at the time of the signing of this agreement and not less than that provided to non-represented employees. Any changes in carrier or coverage will be communicated and discussed with the Union prior to the change. ~~shall be separately operated and administered by the Union.~~
- b. ~~Effective December 1, 2012, and only for the term of this Agreement, the District shall pay \$55,000 annually to the Union to operate and administer the Employee Assistance Program. Upon the expiration of this Agreement, the District's obligation to make payments to the Union shall end and shall not be continued during the hiatus period as part of the status quo. Upon the expiration of this Agreement, Union employees shall be covered under the District's EAP program;~~
- e. ~~Funds paid by the District to the Union to provide an Employee Assistance Program shall be used~~

<sup>1</sup>Incorporates current MOA in subpar. k & m

<sup>2</sup>Effective with vacation allotment in 2022

<sup>3</sup>The parties agree to retroactively maintain the same plans and premium shares from the prior contract.

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

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

**Par. 4. Group Life, Accidental Death and Dismemberment (AD&D), and Sickness Insurance**

- b. A ~~\$150.00~~300.00 per week extended sick leave benefit will be paid to active employees for lost time due to non-occupational accident or sickness. Benefits will be paid for the first day of accident and fourth day of sickness to fifty-two (52) weeks. This benefit is payable on regular working days only, at a daily rate equal to one-fifth (1/5) of the weekly benefit at that time. If on January 1, 2023, the Oregon Paid Family and Medical Leave is in effect, this benefit will end.

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

- ~~a. The District and the Union negotiated an Hours of Service (HOS) policy in 2000 that applies to all designated safety sensitive positions and requires that those employees have at least seven (7) hours off in a service day. The policy further requires that safety sensitive employees cannot work more than 70 hours in any seven day period and they cannot work more than thirteen (13) consecutive days.~~
- ~~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.~~
  - ~~a. d.~~ It is understood by the parties that regulatory authorities may impose requirements beyond this within their legal authority.
  - b. The current hours of service requirements are listed in the attached table
  - c. Definitions
    - i. The seven (7) day period means the time-period from an employee's first shift Sunday to end of their last shift on Saturday, including hours that overlap into Sunday.
    - ii. A month is a calendar month starting at Midnight the morning of the first of the month and ending at midnight in the evening of the last day of the month.
    - iii. When an employee has worked the maximum consecutive days, they must have 24 hours off before working again.

e. ~~The District and the Union agree to hold labor/management meetings, as needed, consisting of up to four representatives from each group to review Hours of Service requirements for all safety sensitive positions. The District agrees to pay the employees that are part of the represented group for the time spent in these meetings.~~

**Hours of Service Table:**

<u>Classification*</u>	<u>Max hours worked in day</u>	<u>Max spread</u>	<u>Rest hours between shifts</u>	<u>Max hours other</u>	<u>Consecutive days</u>
<u>Bus Operator- Regular</u>	<u>15</u>	<u>16</u>	<u>9</u>	<u>70/7 days</u>	<u>13</u>
<u>Bus Operator –Extra B.</u>	<u>15</u>	<u>16</u>	<u>9</u>	<u>70/7 days</u>	<u>13</u>
<u>Road Supervisor</u>			<u>7</u>	<u>70/7 days</u>	<u>13</u>
<u>Bus Dispatcher</u>			<u>7</u>	<u>70/7 days</u>	<u>13</u>
<u>Bus Mechanic</u>	<u>17</u>		<u>7</u>	<u>70/7 days</u>	<u>13</u>
<u>Bus Electronic Technician</u>	<u>17</u>		<u>7</u>	<u>70/7 days</u>	<u>13</u>
<u>Bus Body and paint Technician</u>	<u>17</u>		<u>7</u>	<u>70/7 days</u>	<u>13</u>
<u>Rail Operator</u>	<u>15</u>	<u>16</u>	<u>9</u>	<u>310/month</u>	<u>13</u>
<u>Rail Operator/Streetcar</u>	<u>15</u>	<u>16</u>	<u>9</u>	<u>310/month</u>	<u>13</u>
<u>Controller</u>	<u>9</u>		<u>15</u>		
<u>Rail Supervisor</u>	<u>17</u>		<u>7</u>	<u>310/month</u>	<u>13</u>
<u>REM Maintenance Tech</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>REM Overhaul Tech</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>REM Electrical Tech</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>REM Service Worker</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>Signal Maintainers</u>	<u>12</u>		<u>10</u>		
<u>Traction Power Substation Technician</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>Overhead Catenary Systems Maintainer</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>Track Maintainer</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>MOW Laborer</u>			<u>9</u>	<u>310/month</u>	<u>13</u>
<u>WES Maintainers</u>	<u>12</u>		<u>10</u>		

\* Includes Apprentices, Trainees and Assistant supervisors for these classifications

**Section 19 – OTHER PROVISIONS**

**Par. 4.** ~~Effective December 1, 2012, and only for the term of this Agreement, the~~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 r~~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. 11. Service Improvement Program**

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

- a. The identified employee and his/her Union Representative shall be provided a written copy of the complaint (redacted to protect the identity of the complainant) not less than three (3) business days prior to an intent to discipline meeting that will address the same.
- b. All phone call complaints in and out of Customer Service with a complainant shall be recorded. ~~The recordings (redacted to protect the identity of the complainant) shall be provided to the identified employee and his/her Union Representative prior to the commencement of the intent meeting.~~
- c. The District shall provide to each Executive Board Officer a monthly report of SIPs received within that Executive Board Officer's jurisdiction.
- d. Discipline related to a complaint will only be for just cause as provided in Article 1 Section 4. Par 2
- e. The District will not discipline employees based on unsubstantiated complaints.
- f. Complaints that cannot be connected to an employee will not be included in their record.

## ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

### Section 1 – OPERATORS

#### Par. 1. General

- 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~~ do not provide both operators nine and ½ (9.5) hours of scheduled time off between assignments are not permitted. ~~However, due to variations of extra board work, bus extra board operators will be permitted to trade with other bus extra board operators even if it creates a violation by having less than nine (9) hours off, but they will be forced to pass up. Trades between bus extra board operators and regular bus operators that create a violation are not permitted.~~
- n. Route Scheduling and Operator Assignments:
1. The District and ATU agree to set up a Scheduling Labor Management Committee after the ratification of the Contract by both parties.
  2. The committee will include officers of the union and the ATU may appoint up to two bargaining unit members as additional members of the committee.
  3. The purpose of the committee will be to:
    - a. Review operator work schedules
      - i. Length
      - ii. Road reliefs
      - iii. Splits/breaks
    - b. Review and discuss options for future schedules and options for operator assignments.
    - c. Review possible improvements in schedules or assignment options.
  4. The committee will sunset at the end of the contract unless renewed in writing by both parties.

#### Par. 2. Allowances

- a. Operators shall be allowed ~~ten (10)~~ fifteen (15) minutes preparatory time each time they take a coach from storage point. ~~When called for Chartered Service, an Operator will be allowed only five (5) minutes preparatory time.~~
- b. Operators shall be paid for their regular scheduled runs, and shall not lose any time on account of shortage of vehicles, breakdowns, etc., or any conditions over which they have no control, provided they report and remain on duty during the period of regular scheduled runs unless excused. In the event an operator's work is cancelled, they may be assigned any other available work or a report time, provided they are relieved within 30 minutes after their scheduled run ending; the operator will be paid the higher of their run time or actual work time.
- 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 same are not to be considered as breaking in.
- 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 trippers 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<sup>4</sup>. These relief amounts shall be posted on the sign-up. The road relief rates will increase by 2% per year starting with the first sign up in 2023.
  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~~ identify similarly situated relief points and the road relief allowance will be set based on amounts paid for those locations. If they are unable to agree on an amount within two weeks, the issue will be submitted to ~~arbitration as provided in Article 1, Section 3~~ arbitration pursuant to ORS 243.746.
  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.

**Par. 7. Sign-Ups**

- b. There will be three (3) sign ups a year, roughly corresponding with the beginning and end of summer and another one in the first part of the year, or when the District significant changes its service schedule. A sign up will not be longer than 18 weeks unless mutually agreed to by the Union and the District. The District will set the dates of the three (3) sign ups prior to January 1 each year. The District may adjust a sign-up date if significant changes are needed in its service schedule and by mutual agreement with the Union.
- c. ~~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~~ 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

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<sup>4</sup> New Road Relied Tentative Agreement is attached at end of document

and the Union, the District may make minor changes in schedules without a sign-up.

- g. If at a sign-up an Operator cannot sign up on five full days of work at the garage of his/her choice. but can sign-up on three (3) full days of work. s/he may do so. On their fourth and fifth days s/he will go to their regular place on the extra list at that garage, in seniority order, and be governed by the position of the red line.
- h. An operator will sign up for the same work on all weekdays they choose and if they work on a weekend. the work's start time and end times must give them at least ten (10) hours off.

### Par. 9. Other Provisions

- i. Non-ATU managers may operate buses and LRV's in revenue service with an ATU member present only for the purpose of completing initial and ongoing training including maintaining the manager's certification.

### Par. 10. Extra Board Rules

#### Assigning Work

- 3. After the runs are assigned, all piece work will be signed to operators in time off order regardless of pay time. ~~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. Every effort will be made to make runs of seven (7) hours and thirty (30) minutes or more. 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.)
- ~~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 should happen, an extra board Operator may be allowed to turn down (T.D.) the a.m. report, without penalty, and without affecting the rest of his/her assigned work.~~ After all work has been assigned, the remaining operators will be assigned report times, earlies to latest from the red line up.
- 8. An assignment made to an extra board Operator, who is not a report, is that Operator's assignment for the day and additional work will be added only with his/her consent. (exception is a double covered assignment.)

#### Report Operators

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

## Pass-Ups

20. Operators taking a pass-up will follow the regular report Operators. They Operators getting off work by 12:00 a.m. 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~~ between 12:00 a.m and 1:00 a.m. will call in by ~~10:30~~ 11:00 a.m. and will not be assigned work until ~~11:30 a.m.~~ 12:00 p.m. at the garage or ~~12:00 noon~~ 12:30 p.m. in case of a road relief. Operators who get off after 12:00 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.~~ shall verify with the on-duty Station Agent their call back time, which shall establish their call back time, but in no event will their call back time be less than ten (10) hours after getting off work. They will report at the garage no earlier than eleven (11) hours from the previous day's end time, or eleven and one half (11.5) hours in case of road relief.
- ~~21. An Operator taking a pass-up because of an owl assignment shall be given a report following the a.m. reports and after having nine (9) hours off. Operators shall be guaranteed the last assigned a.m. report, and then become a regular report Operator. (Intent is to keep Operator from following behind other pass-up Operators.) The current alignment of runs covering owl service renders this rule invalid and only if owl runs should in the future become assigned work, will this rule come into effect.~~
- ~~22. Operators 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.) 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 expenses.
25. Operators cannot trade days with an Operator who is marked off sick prior to the trade. Once such a trade is made and approved by the Station Agent before 10 a.m. the day prior, the trade will be honored even in the event of an Operator marking off for the first part of the trade ~~of the trade.~~
- ~~26. Operators can trade a run for an extra that has less than seven (7) hours in it and will be given a T.D.~~
26. Any operator participating in trading days off either onto the Extra Board or with another Extra Board operator may trade the work they have traded into in accordance with trade rules.

## 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.~~
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 either split days or two weekdays as RDOs.
46. ~~If at a sign up an Operator cannot sign up on five full days of work at the garage of his/her choice, but can sign up on three (3) full days of work, s/he may do so. On their fourth and fifth days s/he will go to their regular place on the extra list at that garage, and be governed by the position of the red line.~~

## Section 2 – MINI-RUNS

**Par. 7.** Mini-Run Operator's probationary period shall be six (6) months from completion of training period. In the case of a compensable injury suffered during the probationary period, upon the employee's return to work the period of disability would be tacked on to the probationary period up to a maximum of ninety (90) calendar days. A Mini-Run Operator who becomes a full-time Operator prior to the completion of his/her six (6) month probationary period, will remain on probation until completion of his/her six (6) month probationary period. However, once becoming a full-time Operator, ~~s/he shall be subject to the same standards as other full-time Operators~~ the probationary standards adjust based on the length of time remaining in probation. Mini-Run Operators are covered by Article 1, Section 2, Paragraph 2; Section 3 and Section 4.

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

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

## Section 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.

Par. 6

- a. No more than three (3) Bus Instructors will be on vacation at any time when new operator scheduled class is in session, except with manager approval.
- b. No more than two (2) Rail Instructors will be on vacation at any time when new operator scheduled class is in session, except with manager approval.
- c. No more than one (1) Field Operations Instructors will be on vacation at any time.

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

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

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

Par 10. Instructors working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate. This change in night differential shall be effective no later than 30 days after ratification of this agreement.

## **Section 5 – ROAD OPERATIONS**

### **Par. 1. Dispatchers**

k. No more than three (3) Dispatchers will be on vacation at any time, except with manager approval.

### **Par. 2. Road Supervisors**

a. No more than four (4) Road Supervisors and one (1) Lead Road Supervisor may be off on vacation at one time, except with manager approval.

## **Section 6 – FARE INSPECTORS**

Par. 4. Fare Inspectors working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate. This change in night differential shall be effective no later than 30 days after ratification of this agreement.

## **Section 7 – OTHER PROVISIONS**

Par. 7. No more than one (1) Bus and one (1) Rail Field Operations Coordinator will be on vacation at any time, except with manager approval.

## Section 8 – UNIFORMS

**Par. 4.** Rail Operators, Light Rail Supervisors, Bus Operators, Bus Supervisors, and ~~Light Rail~~-Training ~~Instructors Supervisors~~ will receive a work boot allowance of \$75.00 annually and additional work boot expenses may be reimbursed through use of the existing uniform allowance.

## Section 9 – LIGHT RAIL

### Par. 1.

- a. When a light rail employee has been trained and has received an appointment to a regular position, the employee shall be on a probationary period of not to exceed ~~ninety (90)~~ one hundred and eighty (180) 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.
- b. The District will not use progressive discipline in the probationary period for operating rule violations such as Speed trips, Signal trips, Route codes, Doors off platform and Train Orders/Verbal Instructions. This does not apply to misconduct, attendance, accidents, or serious negligence.
- c. Operating violations will be handled with ACID letters, ERCs entries and reinstruction/reminders, including training Interventions.
- d. If the District determines an operator has successfully completed probation, the operating rule violations incurred during probation will not be used as progressive discipline steps moving forward

### Par. 3.

- 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 eight (8) weeks 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.

### 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 shall be as agreed upon between the District and the Union<sup>5</sup>. The road relief rates will increase by 2% per year starting with the first sign up in 2023.

<u>From:</u>	<u>Elmonica:</u>	<u>Ruby:</u>
<u>To:</u>		
<u>Beaverton Transit Center</u>	<u>\$3.50</u>	<u>N/A</u>
<u>11<sup>th</sup> Avenue Terminus</u>	<u>\$8.00</u>	<u>\$15.00</u>
<u>Gateway Transit Center</u>	<u>\$15.00</u>	<u>\$8.00</u>
<u>Rose Quarter Transit Center</u>	<u>\$10.00</u>	<u>\$10.00</u>
<u>Rose Quarter Interstate</u>	<u>\$10.00</u>	<u>\$10.00</u>

<sup>5</sup> New Road Relied Tentative Agreement is attached at end of document

- e. ~~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-w ill identify similarly situated relief points and the road relief allowance -will be set -based on amounts paid for those locations. If they are unable to agree on the amount within two weeks, the issue will be submitted to arbitration pursuant to ORS 243.746. The District will continue the right to establish future operation allowances as needed, and will meet with the Union 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.~~

**Par 2. Rail Supervisors**

- b. Not to exceed five (5) regular Rail Supervisors and one (1) Rail Lead Supervisor per day shall be guaranteed time off for vacation, ~~birthday, or floating holiday,~~ except by manager approval.

## ARTICLE 3 – OPERATIONS DIVISION/MAINTENANCE DEPARTMENT<sup>6</sup>

### 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. Seniority in classification shall be established when an employee successfully bids into a position through a white posting or at sign-up.

**Par. 3.** In the event of a dispute regarding seniority, ATU shall make the final determination of seniority placement consistent with the terms of this agreement. This provision shall expire at the end of this agreement, absent agreement to continue.

**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. 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. 9.** When the District plans to hire for any ATU classification in the Maintenance Department if the District determines an internal candidate is equally qualified as an external candidate for a promotion, the District shall hire the internal candidate.

~~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 apprenticeship 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. 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. 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/Technician classification exists.
- c. All Assistant Supervisors will ~~come~~ be promoted from the journey worker/Technician ranks.
- d. The wage rate for the Assistant Supervisor shall be 115% of the journey worker/Technician rate supervised.
- e. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as

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<sup>6</sup> The classification or term "Journey Worker" will be replaced throughout the contract with the term Technician or Maintainer, but this does not change any of the rights or allowances. It is a change in name only

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 ~~ever~~ the maintenance supervisor is absent for 8 hours or more, ~~and~~ the assistant supervisor ~~shall is filling~~ in as acting supervisor ~~and they~~ shall be paid an additional hourly premium of \$1.25. No senior mechanics ~~will be utilized~~ when an Assistant Supervisor is available to perform the work.~~under these conditions.~~ When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, ~~and~~ the most senior mechanic ~~will is filling~~ in as acting supervisor, ~~they will~~ ~~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**

~~d.f.~~ The Helper/Service worker sign-up will be held every two years.

#### **Section 5 – ALLOWANCES**

**Par. 5.** Any ~~Journey Level~~ Mechanic who is assigned to conduct training for employees ~~Apprentice Mechanics~~ will receive an additional ~~twenty five cents (\$0.25)~~ three dollars (\$3.00) per hour over base rate of pay ~~for each Apprentice assigned.~~ This provision shall not apply to Assistant Supervisors.

#### **Section 7 – BUS MECHANIC APPRENTICESHIP PROGRAM**

**Par. 1.** There shall be a Bus Mechanic Apprenticeship 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.** The program shall be registered with the State of Oregon Bureau of Labor and Industries (BOLI).

**Par. 3.** The program shall be competency based and include on the job and classroom training. The program shall provide apprentices with in-class instruction of related training for which apprentices shall to the extent possible receive college credit as arranged by the JATC. All apprenticeship programs shall provide for on-the-job instruction and experience sufficient to ensure that apprentices can safely and proficiently perform the tasks required of a journey-level bus mechanic. The District shall pay employees in the apprenticeship program for all training, including but not limited to in-class related training instruction and on-the-job training, in accordance with the wage rates for their respective apprenticeship position and progress in the program.

**Par. 3.** The District shall set minimum applicant qualifications for the Apprentice Classification and the application selection process may include a skills assessment test. The District shall have right of

selection, subject to Article 3 Section 1 Par 9 Hiring and the Training Tuition Payment Program.

Par. 4. Apprentices are allowed to do productive work they are qualified to do, consistent with proper training and safety.

Par. 5. There shall be a Bus Joint Apprenticeship and Training Committee (JATC) established in conjunction with the Bus Mechanic Apprenticeship Program.

- a. The JATC shall be composed of three (3) representatives each from both the District and the Union from Bus Maintenance. The Union representatives from Bus Maintenance shall be Journey Workers.
- b. Subject to the provisions of the Agreement, the JATC shall: promote quality work experience, training and related instruction for apprentices at the District; assist in the development of apprenticeship and training standards; participate in the oversight of training, testing and qualifying of apprentices; participate in the determination of the placement of new hires into the appropriate progression step of the apprenticeship program; and issue certificates.
- c. If the JATC has a tie vote on any matter, that matter shall be referred to a Union Executive Board Officer who does not serve on the JATC, and to the District's Director of Bus Maintenance, or his or her designee if the District's Director of Bus Maintenance serves on the JATC. In the event the matter remains unresolved, it shall be referred to the Union President/Business Agent and the District's Executive Director of Maintenance.

#### **Section 7 – MECHANIC TRAINING PROGRAM**

~~Par. 1. There shall be a Mechanic Training Program. The purpose of this program is to offer qualified trainees an opportunity to advance in the field of bus maintenance to a high level of proficiency.~~

~~Par. 2. This program is an on-the-job program. Routine assignments as well as training instruction will be delegated to trainees in this program.~~

~~Par. 3. Work assignments, shift hours, and area of instruction will be decided by the Training Manager.~~

~~Par. 4. Applications will be accepted from employees of the District. A qualification test to determine mechanical aptitude will be given and appointments will be made based on seniority from those applicants receiving a passing test score. All Helpers on the payroll as of April 1, 1979, shall have a right to enter this training program with no reduction in wages, based on seniority and a passing test score before other applicants are appointed. Should no one apply, or should all applicants fail to receive a passing test score, the District shall have the right to recruit applicants from outside the employee group.~~

~~Par. 5. Trainees in the training program shall, except as otherwise provided in this section, operate in accordance to the rules and procedures previously entered into between the parties~~

~~Par. 6. Trainees will receive the Helper's rate for the first two(2) years in the training program, the Maintenance Mechanic's rate for the third year of training, and shall be advanced to the Journey Level Mechanic's rate upon the successful completion of the third year.~~

~~Par. 7. A log or diary will be kept to record the assignments and duties performed by the trainees, including comments and observations of Supervisors and instructing Mechanics. The Director of~~

~~Maintenance, or his/her designee will evaluate trainees at the end of ninety (90) days. Unsatisfactory progress will necessitate dismissal from the training program. Helpers unsuccessful in the training program will be returned to their former assignment with no loss of seniority or rights in the former classification. Evaluation of the trainees resulting in continuation in, or dismissal from, the program will take place every ninety (90) days until training has been completed. All trainees retain their rights to the grievance procedure.~~

~~Par. 8. A joint committee composed of three (3) representatives each, for both the District and the Union shall be established in conjunction with this training program.~~

~~Par. 9. Nothing in this Agreement bars the District from promoting a Mechanic Trainee to a Journey Level Mechanic when qualified.~~

~~Par. 10. ——— Apprentices Mechanics may be promoted to a Journey Level Mechanic when qualified. If so promoted, the individual will be paid at the top rate at time of promotion.~~

**Par. 11.** Any District employee who has successfully met all the prerequisites established by the District and is selected to enter a District apprenticeship program, shall, as a condition of entering an apprenticeship program, attend an apprenticeship program orientation of that program. The orientation will include a meeting with a supervisor to cover job requirements and expectations, working conditions, and an interview with a journey level worker. Any employee after entering a program and who leaves that program for any reason prior to attaining journey level status, shall forfeit their right to enter another program for one year or the length of time served in that program, whichever is lesser.

## **Section 9 – MAINTENANCE DEPARTMENT ASSISTANCE FUND**

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

## **Section 11 – LRT MAINTENANCE VEHICLE MECHANICS' TRAINING**

**Par. 1.** There shall be a Light Rail Technician Training Program. The purpose of the program is to offer qualified trainees an opportunity to advance in the field of light rail maintenance to a high level of proficiency.

**Par. 2.** The program will involve the three Light Rail Vehicle classifications and the number of trainees will depend on the need for employees in these classifications:

- Light Rail Technician
- Overhaul Technician

- LRV Electronics Technician

**Par. 3.** The Program shall be governed by:

- Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.
- Trainees may be assigned to do productive work they are qualified to do, consistent with proper supervision, training and safety.
- The District shall set minimum qualifications, applicant selection processes, and have right of selection, subject to Article 3 Section 1 Par 9 Hiring and the Training Tuition Payment Program.
- The Trainee shall be promoted to Technician when the District determines they are qualified, and if so promoted will be paid at top rate at time of promotion.
- A committee composed of two (2) representatives each, for both the District and the Union, and another District representative as the chairperson shall be established in conjunction with this trainee program.
- The committee will review and participate in the development and provision of training curriculum and on the job training, and identify and participate in the response to issues, concerns and areas of improvement.
- District employees entering the program shall be paid according to the Trainee schedule, except Service Workers shall start at step 2.

**Par 4.** New outside hire Technicians will be provided the training needed to work on TriMet specific equipment.

#### **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 Apprentices Program shall be governed by the same provisions contained in Section 7 of this Article with the following exceptions:~~

- ~~Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.~~
- ~~A qualification test to determine mechanical, electrical and electronic aptitude will be given.~~
- ~~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 apprentices program.~~

#### **Section 12 — ~~LRT VEHICLE MECHANICS' SENIORITY~~**

**Par. 1.** ~~A Light Rail Vehicle Mechanic's (LRVMs) seniority date will be the effective date of a transfer to Light Rail. If more than one mechanic is transferred on the same day, they shall be ranked in the same order of seniority as held at the time of transfer.~~

## **Section 15 –MAINTENANCE OF WAY TRAINING PROGRAMS**

**Par. 1.** There shall be a Maintenance of Way (MOW) Training Program. The purpose of the program is to offer qualified trainees an opportunity to advance in the field of MOW work to a high level of proficiency.

**Par. 2.** The program will involve the five maintenance of way related classifications and the number of trainees will depend on the need for employees in these classifications:

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

**Par. 3.** Each MOW employee 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. 4.** The Program shall be governed by:

- a. Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.
- b. Trainees may be assigned to do productive work they are qualified to do, consistent with proper training and safety.
- c. The District shall set minimum qualifications, applicant selection processes and have right of selection, subject to Article 3 Section 1 Par. 9 Hiring and the Training Tuition Payment Program. Qualified Laborers and Service workers shall have preference for selection into the Track Maintainer program.
- d. The Trainee shall be promoted to Technician when the District determines they are qualified, and if so promoted will be paid at top rate at time of promotion.
- e. A committee composed of two (2) representatives each, for both the District and the Union, and another District representative as the chairperson shall be established in conjunction with this trainee program.
- f. The committee will review and participate in the development and provision of training curriculum and on the job training, and identify and participate in the response to issues, concerns and areas of improvement.

**Par 5.** New outside hire Technicians will be provided the training needed to work on TriMet specific equipment.

## **Section 15 – LRT APPRENTICESHIP TRAINING PROGRAMS**

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

- Overhead Traction Electrification Maintainer
- Traction Substation Technician

Signal Maintainer  
Track Maintainer  
Rail Vehicle Mechanic  
Field Equipment Technician

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

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

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

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

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

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

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

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

~~a. "Passed Up Mechanics":~~

- ~~1. Journey level mechanics from all disciplines, after meeting the seven (7) year requirement and other pre-qualifications, would go into apprenticeship at the top apprentice rate (equal to the top helper rate) under conditions in Article 3, Section 7, Paragraph 6, and as outlined in the Apprentice Mechanics pay schedule of this Agreement.~~

- ~~2. ——— Helpers from Bus and Rail would enter apprenticeships based upon Article 3, Section 7, Paragraph 6 and the existing pay schedule for Apprentice Mechanics of this Agreement.~~
- ~~3. ——— The District may use the MOW hold back language for journey-level movement into any apprentice program.~~

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

~~**Par. 8.** Nothing in this Agreement bars the District from promoting an apprentice to a Journey Level in less than four (4) years; however, promotion to Journey Level status from an apprentice program in four (4) years shall be based on District seniority in accordance with the collective bargaining agreement. Upon six (6) months' accrual in an apprenticeship program, an employee shall forfeit seniority held in the employee's previous classification. Prior to such six (6) months' accrual, however, an employee may elect to return to his/her previous classification, whereupon the employee's seniority held upon return shall be the same as if he/she has remained in the previous classification; this provision may also be effective following six (6) months' accrual for a particular employee by mutual agreement between the District and the Union.~~

~~**Par. 9.** In lieu of a certified apprenticeship program for Track Maintainer, the following provisions shall govern the filling of Track Maintainer openings.~~

- ~~a. ——— Create a classification of Laborer/Track Trainee: Labor/Track Trainees will be filled from the Laborers classification. By seniority, Laborers will be offered the Track Trainee positions. The Track Trainees will be given formal training as well as On The Job training (OJT) in Track Maintenance. When not performing Track OJT they will perform their regular Laborer job duties.~~
- ~~b. ——— Those holding the Laborer/Track Trainee positions will be eligible for overtime call outs, to assist when track work is being performed during off hours. These call outs would come after the regular Track Maintainers had been called but before other journeymen were called.~~
- ~~c. ——— Laborer/Track Trainees shall remain in those positions until such time as the District offers an opening for Track Maintainer. When such an opening occurs it shall be offered by seniority to qualified Laborer/Track Trainees. Those that decline to fill the offered positions will either fill a Laborer's position, if an open position exists, or if no positions exist, will return to the previous classification held prior to Laborer with loss of all seniority as Laborer and/or Laborer/Track Trainee. Once a person declines a Track Maintainers position they will not be eligible for another opportunity for a period of five (5) years.~~
- ~~d. ——— A maximum of four (4) Laborer/Track Trainee positions may be created. Additional positions, if needed, may be created with District/Union agreement.~~
- ~~e. ——— The State of Oregon Apprenticeship Council shall not govern the Laborer/Track Trainee program, but the Light Rail Apprenticeship Committee shall oversee the training, testing and qualifying of those persons holding these positions.~~
- ~~f. ——— Openings for Laborer/Track Trainees shall be filled accordance with Article 3, Section 15, Paragraph 5.~~

**Par. 11.      Apprentice Training 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 be promoted~~ from the journey worker/Technician ranks.
- b. The wage rate for the Assistant Supervisor shall be ~~effective December 1, 1994, and shall be~~ 115% of the highest Journey worker/Technician rate supervised.
- c. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as determined by the District, within the Rail Maintenance Department sections.
- d. Assistant Supervisors shall perform journey-level work in addition to their Assistant Supervisor duties, ~~except when acting supervisor~~.
- e. An assistant supervisor's duties include assuming the duties of the supervisor when s/he is absent (vacation, sick, personal leave, etc.). When ~~ever~~ the maintenance supervisor is absent for 8 hours or more, ~~and~~ the assistant supervisor ~~shall is~~ filling in as acting supervisor and shall be paid an additional hourly premium of \$1.25. No senior mechanics will be utilized when an Assistant Supervisor is available to perform the work under these conditions. When both the supervisor and assistant supervisor(s) are absent for 8 or more hours, ~~and~~ the most senior mechanic ~~will is~~ filling in as acting supervisor ~~and they will~~ be paid at the assistant supervisor rate they are replacing plus an additional hourly premium of \$1.25. This is to apply to all maintenance departments at the District where there are supervisors. Assistant supervisors shall not be paid supervisor rate on a supervisor's regular days off (e.g., Saturdays, Sundays and holidays).
- f. An assistant supervisor may bid out of an assistant supervisor classification for two (2) consecutive bids without affecting seniority. If the assistant supervisor stays out a third consecutive sign-up, s/he shall have their assistant supervisor seniority frozen as of the beginning of that third sign-up. The assistant supervisor will again begin accruing assistant supervisor seniority when s/he bids back into the position. When the assistant supervisor bids back, s/he must remain for two consecutive bids or their seniority will freeze. This applies to all maintenance departments who have assistant supervisors.

### **Section 17 – BUS MAINTENANCE OVERTIME**

Par. 1. The function of overtime is to facilitate the continuity and completion of work under unusual or extraordinary circumstances. Overtime will be used on an exception basis and is the prerogative and responsibility of maintenance managers.

- a. The criteria for making overtime assignments and paying employees at the overtime rate will be based on: classification, current signed job function with which the work would normally be associated, (i.e. ~~body shop~~brake employees do ~~body~~brake 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~~ garage shall create a list of employees on ~~their~~ each shift by seniority, classification, and job ~~duties~~ functions, if any. This list is to be used for offering overtime opportunities to employees on the list on their RDO.
1. Employees must indicate, at the beginning of each signup, if they want to be called for overtime. However, the supervisor must make an announcement at the beginning of each signup that they are preparing the overtime list.
- b. If overtime is deemed necessary, the supervisor will:
1. Offer overtime on that shift to qualified employees currently working within that classification and job function (i.e. ~~A/C~~ Air/Electric overhaul, Brakes, Engine ~~Overhaul~~ Rebuild, Janitor, Steam Cleaner, Sign-out Clerk, etc.) by seniority.

## Section 19 – TRAINING ASSISTANTS

The ~~Bus~~ Maintenance Department may appoint journey level technician ~~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 \$~~1.755.00~~ 5.00/hour premium while performing Training Assistant duties, except that a Training Assistant who is also an Assistant Supervisor will receive a \$1/hour premium while performing Training Assistant duties. Duties shall include developing and presenting classes on their area of technical expertise for apprentices and/or other journey level mechanics.
- b. Training Assistant ~~duty~~ assignments from within a classification will ~~be made on the basis of~~ take into account seniority for shift and location when multiple employees are qualified for the work . 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 21 – HIRING APPRENTICES FROM OUTSIDE<sup>7</sup>~~

~~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~~

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<sup>7</sup> The parties negotiated an MOA that provides a one-time \$4,000 payment to certain Service Workers. Specifically, it would go to any Service Worker hired between January 1, 2014 and November 30, 2019 who never had an opportunity to enter an apprentice program.

~~from the outside up to ½ of all apprentices annually in each apprentice program within the District. All newly hired apprentices, whether from within or outside the bargaining unit, shall meet the minimum qualifications established by the District.~~

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

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

## **Section 21 MOW MAINTENANCE OVERTIME**

**Par. 1.** The function of overtime is to facilitate the continuity and completion of work under unusual or extraordinary circumstances. Overtime will be used on an exception basis and is the prerogative and responsibility of maintenance managers.

- 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, (Signal, OCS, Substation, and Track) then seniority.. Overtime will not be offered to an employee who has been off sick until that employee has returned to work for one full workday.
- 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. At the discretion of the supervisor, overtime may be offered to work on a campaign or similar task. Overtime will be offered on a seniority basis until the appropriate number of employees is chosen. This overtime work will be paid for time spent on the task not as a call out

**Par. 2. Callout** This procedure outlines how MOW personnel are called out and how overtime is assigned to MOW personnel.

a. To ensure that defects or other maintenance issues can be addressed in a timely manner, MOW personnel must provide a primary contact number. MOW personnel are responsible to immediately notify their supervisor of any changes to their primary contact number.

b. All of the MAX lines are a single system. The responsibilities of MOW and Fare Revenue employees, (Laborers and Track, Overhead, Substation, Signal and Field Equipment Maintainers) are not limited to a single section of the railroad. The responsibility along the alignment for call-out/overtime is only divided by the above classifications. All TriMet light rail lines are treated as one single shop with multiple card swipe locations, vehicles and work equipment provided by the District.

c. If a defect or other maintenance problem requiring immediate attention occurs with no one on duty within that work classification, a determination of classification responsibility will be made and personnel within the affected classification will be called. The personnel will be called strictly by seniority. All TriMet MOW classifications (crafts) will have system wide responsibility without regard to their regular report locations. When called out, management will designate to which card swipe location employees are to report and pick up the necessary vehicle, safety boots, personal safety

equipment, parts, tools and equipment to make the needed repairs: The senior employee will be contacted and offered the opportunity to come and make repairs.

d. If he/she declines or does not immediately answer the phone call, the offer will be made to each of the other classification's employees in order of seniority until the assignment can be made.

e. If a prior call is returned before anyone has accepted, the prior caller may accept the assignment.

## **SECTION 22. Training Tuition Payment Program**

### Purpose:

To provide ATU employees with funding to learn the concepts necessary for success as REM and MOW Trainees, Bus Mechanic Apprentices and Facilities Maintenance workers and to allow TriMet to provide a promotional path for current employees.

### Program outline:

1. All classes will be through Portland Community College (PCC).
2. Employees are responsible for qualifying to take classes including passing the no fee college placement exam with PCC.
3. TriMet will directly pay tuition for up to six (6) classes that have a direct impact on participants' ability to qualify for a promotion as provided below, including prerequisites if needed. TriMet shall have the right to confirm that the course is necessary for qualification or as a prerequisite. TriMet will pay for required course materials for eligible employees.
4. Employees must maintain a minimum of a C grade in each class to continue to be eligible for payment of any next class. If an employee fails to achieve a C grade, they will be eligible to continue in the program only after they have taken the class again at their own expense and received a minimum of a C grade.
5. TriMet will pay for each class and required course materials in advance for eligible employees.
6. Only fifteen (15) employees may be enrolled in any given school term. If more than fifteen (15) employees sign up to participate in the program, employees will be given an opportunity to enroll on a seniority basis and the parties will separately discuss how to address the demand.
7. An employee may take a maximum of two classes during the same term.
8. Employees will be eligible for the program for only a three-year period which will commence on the start date of the first class in which the employee is enrolled, absent mutual agreement for extension.
9. REM and MOW
  - a. Course requirements:
    - i. APR 121 - Introduction to Electricity and Circuits
    - ii. MT 111 – Electronic Circuits and Devices I
    - iii. MT 102 – Introduction to Semiconductor Devices
  - b. If an Employee successfully passes the three required classes, and meets attendance, discipline and driver license requirements, they may apply for REM or MOW Trainee vacancies when they are open for recruitment. An internal candidate meeting these requirements will be hired before an external trainee is hired.
10. Facilities Maintenance Worker
  - a. If the employee passes the classes recommended for Facilities, and meets attendance, discipline and driver license requirements, they will be given priority over a non-bargaining unit employee to take the District's skills test. They must pass the skills test to be awarded the position.

11. If an employee seeking to qualify for the Bus Apprentice program passes the classes recommended by the Bus Maintenance JATC, and meets attendance, discipline and driver license requirements, they will be given priority over a non-bargaining unit employee, and they will be entered into the Bus Mechanic Apprenticeship Program before an external trainee is entered into the apprenticeship program.
12. Classes are to be taken outside of an employee's work hours. If an employee's work schedule is incompatible with their class schedule, the parties will make arrangements that facilitate the employee's participation in class, including being provided time off from his or her work schedule without timeloss

## ARTICLE 4 - OPERATIONS DIVISION/FACILITIES MAINTENANCE

### Section 1 – GENERAL

Par. 6. The District retains the option to assign janitorial work to non-bargaining unit personnel. This provision shall not apply to Maintenance Janitors. *This provision is moved from Section 4 of this article.*

### 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. 6.** At least one (1) vacation opening will be available in each job classification each week at ~~the~~ each facility for ~~Plant Maintenance Mechanics~~ provided that ~~Plant Maintenance Mechanics and other~~ Facilities Maintenance employees may be assigned to another facility for any portion of the regular work shift. Any assignment of employees to another garage or facility will be solely for ~~the purpose of repairing building systems equipment and support facilities necessary for~~ the continuation of Maintenance activities.

### Section 4 – JANITORS

~~Par. 1. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.~~

~~Par. 2. All extra Janitors shall have an extra list to sign on when qualified for such job and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.~~

~~Par. 3. The District retains the options to assign janitorial work to non-bargaining unit personnel. Present Janitors and Extra Janitors as of the date of ratification shall be allowed to retain their present positions for the life of this agreement. This provision shall not apply to Maintenance Janitors.~~

### Section 4- OVERTIME

**Par. 1.** The function of overtime is to facilitate the continuity and completion of work. The criteria for making overtime assignments will be based on: location, classification, qualification then seniority. If no qualified employee at the location accepts the overtime, assignments will be offered based on classification, qualification and seniority District wide.

a. 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. Overtime in up to four hour blocks adjacent to a shift will be offered to the qualified employees on that shift based on seniority.

d. If the overtime is necessary to maintain service or preserve District assets and no employee accepts the overtime assignment, employees, on a rotating basis, will be required to perform mandatory overtime.

### **Par. 2. Callout:**

a. Each location shall create a list of employees on their shift by classification and seniority.

b. If overtime is deemed necessary:

1. A supervisor will call down the classification seniority list of employees on the needed shift, first within the location; second District-wide.

2. In the event an employee does not answer their phone or call back within five (5) minutes, the next person down the list will be called. In the event the callout is an emergency, the District can call the next person immediately.

3. If there is an answering machine or a message is taken, a message will be left asking for a return call, but the next person down the list may be called within five (5) minutes, or immediately in the event of an emergency, and if prior calls have not yet been returned, once accepted no consideration will be owed to anyone called prior to that acceptance. If a prior call is returned before anyone has accepted, the prior caller may accept the assignment.

4. After the supervisor has made one call through the list(s) but there is still insufficient staff from within the needed classification(s), employees, on a rotating basis, will be required to perform mandatory overtime.

**Par. 3.** In the event of an emergency (snow and ice, security alert, earthquake, etc.) the above will not be applicable and work will be offered in a manner that will get the work done.

### **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

### Par. 10. Field Outreach and Community Relations Representative

- a. Employees working between the hours of 12:00 AM and 6:00 AM shall receive a night shift differential of \$1.00 per hour. Overtime, if any, shall be paid on the base rate.
- b. Sign-up will take place twice a year.
- c. Management will prepare a schedule for hours of daily work, which will be available at least two weeks in advance. Without regard to the foregoing, management reserves the right to revise work schedules based on business need.

## ARTICLE 9 – PAY SCHEDULES AND CLASSIFICATION

### Section 1 – WAGE RATE ADJUSTMENT

**Par. 1** For the term of this agreement, wages for all classifications, except Student Operators, covered by this Agreement will be increased 3.0% on December 1, 2019; 2.5% on December 1, 2020; 2.25% on December 1, 2021.

~~For the term of this agreement, wages for all classifications, except Student Operators, covered by this Agreement will be increased 3.0% on December 1, 2016; 3.25% on December 1, 2017; and 3.25% on December 1, 2018.~~

*These changes were agreed in Tentative Agreement's and will be reflected in the final Working and Wage Agreement in the updated wage scales.*

- *The following maintenance classification will receive a \$1.00 increase in base hourly rate starting on December 1, 2021: Bus Mechanic, LRV Mechanic, Commuter Rail Maintenance, Plant Maintenance Mechanic and Streetcar mechanic. The following new classifications created by TriMet will have the same base salary: Bus Electronic Technician, LRV Overhaul Technician, LRV Electronics Technician, Bus Body and Paint Technician.*
- *The new classification Facilities Maintenance Worker will be paid at the same scale as the Plant Maintenance Mechanic without the negotiated increase in base salary.*
- *All maintenance trainee job classifications will start at the third step of the former corresponding Apprentice classification step progression.*
- *The Wheel True Technician's base rate is incorrectly printed in the current agreement for 12/01/2018 and should be \$34.59. This will be corrected.*
- *Timekeeper base hourly rate shall be adjusted upward to \$41.29 (a \$.74 increase).*
- *New bargaining unit members Operations Coordinators base hourly rate shall be \$36.00*

## ARTICLE 10 - PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

### Section 1 - PENSION

#### Par. 9.

c. 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.

b. The District shall make a monthly contribution on behalf of each employee equal to 8%<sup>8</sup> of the employee's base pay.

c. Within sixty (60) days after beginning an Eligible Employee shall make an election to contribute a percentage of his/her compensation to this Plan.

#### 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 and survivor annuity with a joint annuitant properly designated by the employee, subject to restrictions imposed by tax-qualification requirements. The pension plan document shall set forth the actuarial-reduction for factors for this purpose. ~~survivorship pension, applicable to the surviving spouse only. The actuarial reduction table for this is on file with the District.~~

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<sup>8</sup> Not an increase; current practice.

**Memorandum of Agreement**  
**Supplemental Working and Wage Agreement**

**By and between**

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

**Related to**

**Portland Streetcar Special Project**

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

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

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

6. During Streetcar Department training and subsequent assignment in the Streetcar Department, Streetcar Department operators, maintenance technicians, and ~~superintendents~~ **streetcar controllers** 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 and its rules 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~~controllers may be required to perform the duties of operators when a sufficient number of regularly scheduled operators and relief operators is not immediately available to perform such work.
    - 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~~streetcar controller, may leave the Streetcar Department and move to other bargaining unit employment in accordance with District's change of job provisions. However, once such an employee begins Streetcar Department training, s/he may not elect to leave the Streetcar Department and move to other bargaining unit employment earlier than one (1) year from the date of beginning Streetcar Department training, except as agreed to otherwise by the District and the Union.
  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.

Final Proposal  
Side Letter by and Between TriMet and ATU  
Meal and Break Periods and Restroom Facilities

The Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the Amalgamated Transit Union, Division No. 757 ("the Union") (collectively the "Parties") agree to the following terms relative to the scheduling of break and meal periods and the provision of restroom facilities for bus and rail operators. This side letter shall be effective upon mutual and complete execution by the Parties. ~~The Parties agree to meet in twelve months to evaluate the application of this agreement and discuss any areas requiring improvement.~~ Meal and rest breaks will be a reoccurring topic for the Scheduling Labor Management Committee meetings and may be brought up, at the Labor Relations Meeting, or ATU can call a special meeting for that purpose. On request, TriMet will provide ATU with a report detailing meal breaks for each run, and related data it has.

1. TriMet will insure when it schedules runs, adequate break/ layover time to be used for meal breaks and restroom breaks will be built into the schedule on any straight run that contains more than ~~seven hours and thirty minutes~~ six hours and one minute of paid time. TriMet will space the meal breaks and restroom breaks reasonably throughout the course of the run, which includes not having a break at the start or finish of a run. Adequate break/ layover time is defined as; 1) a minimum of one 20 minute uninterrupted paid meal break and two ten minute breaks, or 2) up to 15% of scheduled runs may contain three 15 minute uninterrupted breaks. The recovery or layover time as provided for in Article 11, Section 1, Par. 9 (f) of the WWA will not be included in the meal break time calculation. There shall be no other scheduled break periods or meal periods for operators except the remainder of the layover/recover periods as set forth in the WWA. The language contained in Article II, Section 1, Par. 9(f) regarding recovery or layover time shall be deemed fully met and satisfied by this side letter.
2. Notwithstanding any other provision in this Side Letter, the Parties recognize that a limited number of scheduled runs are desirable to operators without the provision of a meal and restroom break described above in Paragraph 1. Thus, the parties agree that up to ~~fifteen percent (15%)~~ ten percent 10% of runs need not be scheduled in accordance with the requirements for meal and rest breaks described in Paragraph 1, provided, however, that these exempt scheduled runs shall minimally provide the following:
  - a. For an exempt scheduled run of at least eight (8) hours, but less than ten (10) hours, the cumulative layover time scheduled for the run shall be at least sixty (60) minutes.
  - b. For an exempt scheduled run often ten (10) hours or greater, the cumulative layover time scheduled for the run shall be at least seventy five (75) minutes.
  - ~~c. Prior to each sign up, TriMet will provide ATU with a report detailing which category of meal break is contained with various runs.~~

The parties agree to revisit the 15% threshold at their 12-month status review.

3. An operator shall be permitted such unscheduled time as is necessary for use of the restroom, despite that such use may cause the operator to run late. Operators are further entitled to briefly depart a scheduled route for the purpose of accessing a restroom when an on-route designated restroom is not readily available or physical needs of the operator require a restroom break. When an operator goes off route to access a restroom, he or she shall notify dispatch.
4. TriMet is committed to ensuring there are clean, convenient, and sufficient restroom facilities available for all operators on all lines and will provide a list of designated facilities to the ATU prior to each sign-up. Restroom facilities owned or controlled by TriMet are preferable, but cannot be provided in many locations. Consequently, arrangements between TriMet and other entities, such as convenience stores or local businesses, will be necessary. TriMet and the Union recognize that many factors, such as change in hours of operation of these contracted businesses providing facilities, can alter their availability. To ensure that TriMet's goal of providing sufficient restroom facilities is consistently met, an operator, or the ATU (on behalf of an operators), may submit a notice to TriMet about the lack of sufficient restroom facilities. TriMet will respond within 30 days to any such notice with either: (i) a plan and timetable for when such additional facilities shall be provided; or (ii) an explanation of why, in TriMet's opinion, the current facilities are sufficient. If ATU is unsatisfied with TriMet's explanation that the current facilities are sufficient, the parties will meet to discuss.
5. An operator, or the AID on behalf of an operator, may submit a report to TriMet if it is believed that their scheduled meal and break periods cannot be consistently achieved as scheduled for a particular run. Such reports shall be copied to the AID. TriMet shall investigate the claim and determine: (i) the frequency of failure to achieve request meal and rest break periods during the six (6) month period preceding the report, and (ii) the cause of any failure to achieve a consistent meal and rest break (s). The analysis conducted by TriMet will be shared with the Union. TriMet will respond as follows:
  - a. If it is determined that the scheduled run cannot achieve the required meal and/or rest break(s) at least 80 % of the time, and that the cause of such failure to achieve the meal and/or break(s) is attributable to route factors, then TriMet shall adjust the run schedule at the next sign up. For those reported problems that are verified as noted above, but for which time does not permit adjustment by the beginning of the next sign up, the adjustment will take place by the sign up following the next sign up or TriMet will meet with the ATU to discuss the situation and possible remedy. Route factors shall include non-variable road conditions, signals and passenger loads but shall not include temporary disruptions to service, including those occasioned by special events, short-term construction scheduled to be completed before the end of that particular sign up, or weather conditions.
  - b. If it is determined that the scheduled run cannot achieve the required meal and/or rest break(s) at least ~~50~~ 60% of the time, and that the cause of such failure to achieve the meal and/or rest break(s) is attributable to route factors, as defined in paragraph 5a,

TA - 2-19-21

*Laird & Lucock*

*Shirley Block*

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then the TriMet shall promptly adjust the run schedule or TriMet will meet with the ATU to discuss the situation and possible remedy.

- c. ~~In the event that TriMet requests a meeting with Transportation Executive Board Officers to assign in resolution of a scheduling problem, TriMet will pay for the time spent at the meeting.~~







NEW  
150% Increase for bus, 100% Increase for rail

Place Name	Location	Center	Powell	Merle	Ruby	Elmo	PSC
Pin3	Pine & 3rd	\$7.50	\$11.25	\$13.13			
Pow122	SE Powell & 122nd	\$7.50	\$7.50				
Pow12N	SE Powell & 122nd	\$7.50	\$7.50				
Pow26	SE Powell & 26th	\$6.25	\$6.25				
Pow50	SE Powell & 50th	\$7.50	\$7.50				
Pow82	SE Powell & 82nd	\$6.25	\$6.25				
Pow98	SE Powell & 98th						
Pow98E	SE Powell & 98th EB						
Pow98W	SE Powell & 98th WB						
PowGar	Powell Garage						
PowMwE	SE Powell & Milwaukee EB	\$3.75	\$7.50				
PowMwW	SE Powell & Milwaukee WB	\$3.75	\$7.50				
Rhn122	SE 122nd & Rhone		\$7.50				
RQTC	Rose Quarter TC	\$8.75					
S17McI	SE McLoughlin & 17th SB	\$5.00					
S17McL	SE McLoughlin & 17th	\$5.00					
Saln4	SE Salmon & 4th	\$7.50	\$11.25	\$13.13			
Saln5	SE Salmon & 5th	\$7.50	\$11.25	\$13.13			
Saln6	SE Salmon & 6th	\$7.50	\$11.25	\$13.13			
San12	NE Sandy & 12th	\$7.50					
San82	NE Sandy & 82nd		\$11.25				
SK3	SE Stark & 3rd	\$7.50	\$11.25	\$13.13			
SK5	SE Stark & 5th	\$6.25	\$8.75	\$11.25			
SK6	SE Stark & 6th	\$6.25	\$8.75	\$11.25			
SKK82	SE Stark & 82nd		\$6.25				
Sun047	Sunset TC	\$10.00		\$6.25			
Sun048	Sunset TC	\$10.00		\$6.25			
Sun059	Sunset TC	\$10.00		\$6.25			
Sun062	Sunset TC	\$10.00		\$6.25			
Sun5TC	Sunset TC	\$10.00		\$6.25			
Tay4	SW Taylor & 4th	\$7.50	\$11.25	\$13.13			
Tay5	SW Taylor & 5th	\$7.50	\$11.25	\$13.13			
Tay6	SW Taylor & 6th	\$7.50	\$11.25	\$13.13			
TigdTc	Tigard TC		\$11.25				
Wash5	SW Washington & 5th	\$7.50	\$11.25	\$13.13			
Wash6	SW Washington & 6th	\$7.50	\$11.25	\$13.13			
Wash82	SE Washington & 82nd		\$6.25				
WashSq	Washington Square		\$11.25				
WICPR	Willow Creek P&R		\$3.75				
W/H/Hol	Wheeler & Holladay	\$8.75					
Yarn5	SW Yarnhill & 5th	\$7.50	\$11.25	\$13.13			
Yarn6	SW Yarnhill & 6th	\$7.50	\$11.25	\$13.13			
BeavTC	Beaverton TC						\$10.00
BeavTX	Beaverton TC						\$10.00

Union Proposal

Place Name	Location	Center	Powell	Merle	Ruby	Elmo	PSC
Pin3	Pine & 3rd	\$7.50	\$11.25	\$13.13			
Pow122	SE Powell & 122nd	\$7.50	\$7.50				
Pow12N	SE Powell & 122nd	\$7.50	\$7.50				
Pow26	SE Powell & 26th	\$6.25	\$6.25				
Pow50	SE Powell & 50th	\$7.50	\$7.50				
Pow82	SE Powell & 82nd	\$6.25	\$6.25				
Pow98	SE Powell & 98th						
Pow98E	SE Powell & 98th EB						
Pow98W	SE Powell & 98th WB						
PowGar	Powell Garage						
PowMwE	SE Powell & Milwaukee EB	\$3.75	\$8.75				
PowMwW	SE Powell & Milwaukee WB	\$3.75	\$8.75				
Rhn122	SE 122nd & Rhone		\$7.50				
RQTC	Rose Quarter TC	\$8.75					
S17McI	SE McLoughlin & 17th SB	\$5.00					
S17McL	SE McLoughlin & 17th	\$5.00					
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Saln5	SE Salmon & 5th	\$7.50	\$11.25	\$13.13			
Saln6	SE Salmon & 6th	\$7.50	\$11.25	\$13.13			
San12	NE Sandy & 12th	\$7.50					
San82	NE Sandy & 82nd		\$11.25				
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SK5	SE Stark & 5th	\$7.50	\$8.75	\$11.25			
SK6	SE Stark & 6th	\$7.50	\$8.75	\$11.25			
SKK82	SE Stark & 82nd		\$6.25				
Sun047	Sunset TC	\$10.00		\$6.25			
Sun048	Sunset TC	\$10.00		\$6.25			
Sun059	Sunset TC	\$10.00		\$6.25			
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Sun5TC	Sunset TC	\$10.00		\$6.25			
Tay4	SW Taylor & 4th	\$7.50	\$13.13	\$13.13			
Tay5	SW Taylor & 5th	\$7.50	\$13.13	\$13.13			
Tay6	SW Taylor & 6th	\$7.50	\$13.13	\$13.13			
TigdTc	Tigard TC		\$11.25				
Wash5	SW Washington & 5th	\$7.50	\$13.13	\$13.13			
Wash6	SW Washington & 6th	\$7.50	\$13.13	\$13.13			
Wash82	SE Washington & 82nd		\$6.25				
WashSq	Washington Square		\$11.25				
WICPR	Willow Creek P&R		\$3.75				
W/H/Hol	Wheeler & Holladay	\$8.75					
Yarn5	SW Yarnhill & 5th	\$7.50	\$13.13	\$13.13			
Yarn6	SW Yarnhill & 6th	\$7.50	\$13.13	\$13.13			
BeavTC	Beaverton TC						\$10.00
BeavTX	Beaverton TC						\$10.00

Trimet Adjustment

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Pin3	Pine & 3rd	\$7.50	\$13.13	\$11.25			
Pow122	SE Powell & 122nd	\$7.50	\$6.25				
Pow12N	SE Powell & 122nd	\$7.50	\$6.25				
Pow26	SE Powell & 26th	\$6.25	\$6.25				
Pow50	SE Powell & 50th	\$7.50	\$7.50				
Pow82	SE Powell & 82nd	\$6.25	\$6.25				
Pow98	SE Powell & 98th						
Pow98E	SE Powell & 98th EB						
Pow98W	SE Powell & 98th WB						
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PowMwE	SE Powell & Milwaukee EB	\$3.75	\$8.75				
PowMwW	SE Powell & Milwaukee WB	\$3.75	\$8.75				
Rhn122	SE 122nd & Rhone		\$7.50				
RQTC	Rose Quarter TC	\$8.75					
S17McI	SE McLoughlin & 17th SB	\$5.00					
S17McL	SE McLoughlin & 17th	\$5.00					
Saln4	SE Salmon & 4th	\$7.50	\$13.13	\$11.25			
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SK3	SE Stark & 3rd	\$7.50	\$13.13	\$11.25			
SK5	SE Stark & 5th	\$7.50	\$13.13	\$11.25			
SK6	SE Stark & 6th	\$7.50	\$13.13	\$11.25			
SKK82	SE Stark & 82nd		\$6.25				
Sun047	Sunset TC	\$10.00		\$6.25			
Sun048	Sunset TC	\$10.00		\$6.25			
Sun059	Sunset TC	\$10.00		\$6.25			
Sun062	Sunset TC	\$10.00		\$6.25			
Sun5TC	Sunset TC	\$10.00		\$6.25			
Tay4	SW Taylor & 4th	\$7.50	\$13.13	\$11.25			
Tay5	SW Taylor & 5th	\$7.50	\$13.13	\$11.25			
Tay6	SW Taylor & 6th	\$7.50	\$13.13	\$11.25			
TigdTc	Tigard TC		\$11.25				
Wash5	SW Washington & 5th	\$7.50	\$13.13	\$11.25			
Wash6	SW Washington & 6th	\$7.50	\$13.13	\$11.25			
Wash82	SE Washington & 82nd		\$6.25				
WashSq	Washington Square		\$11.25				
WICPR	Willow Creek P&R		\$3.75				
W/H/Hol	Wheeler & Holladay	\$8.75					
Yarn5	SW Yarnhill & 5th	\$7.50	\$13.13	\$11.25			
Yarn6	SW Yarnhill & 6th	\$7.50	\$13.13	\$11.25			
BeavTC	Beaverton TC						\$10.00
BeavTX	Beaverton TC						\$10.00

*Lewis & Conrad*  
*Spauld Block*

Notes  
Downtown  
Convenient ride on 9 from Powell  
Convenient ride on 9 from Powell

150% Increase for bus, 100% Increase for rail

Place Name	Location	NEW					
		Center	Powell	Merlo	Ruby	Elmo	PSC
BTC2	BTC Pocket Track						
CIVMax	MAX Cleveland				\$12.00	\$10.00	
E_BTC	Beaverton TC EB				\$20.00	\$20.00	
E_Rose	Rose QuarterTC				\$20.00	\$20.00	
garEim	Eimonia Garage				\$20.00	\$20.00	
garRby	Ruby Garage				\$20.00	\$20.00	
garVT	Vintage Trolley Barn				\$20.00	\$20.00	
GatelO	Gateway TC layover				\$16.00	\$30.00	
GateTC	Gateway TC				\$16.00	\$30.00	
Max170	MAX 170th						
Max170E	MAX 170th E						
Max170W	MAX 170th W						
Mor3	SW Morrison & 3rd				\$20.00	\$20.00	
Mx197E	MAX 197th/Ruby Jct E						
Mx197W	MAX 197th/Ruby Jct W						
Mx197W	Lloyd Center W				\$20.00		
MxPrie	Pioneer Square S EB						
MxPrioW	Pioneer Square N WB						
N_GTC	Gateway TC				\$16.00	\$30.00	
Oak1	SW Oak & 1st				\$16.00	\$16.00	
P_BTC	BTC Pocket Track				\$16.00	\$10.00	
P_GTC	Gateway TC Pocket Track				\$16.00	\$30.00	
Pioner	Pioneer Square						
RbyJct	Ruby Junction						
RQTC	Rose QuarterTC				\$20.00	\$20.00	
RQTC2	Rose QuarterTC				\$20.00	\$20.00	
N_Rose	Rose QuarterTC				\$20.00	\$20.00	
S_Rose	Rose QuarterTC				\$20.00	\$20.00	
S_GTC	Gateway TC				\$16.00	\$30.00	
SunSTC	Sunset TC						
Term11	11th Ave. Terminal				\$30.00	\$16.00	
Term1X	11th Ave. Terminal				\$10.00	\$10.00	
W_BTC	Beaverton TC WB				\$10.00	\$10.00	
W_Rose	Rose QuarterTC				\$20.00	\$20.00	
gar51C	PSC Barn						
gar51C	PSC Barn				\$20.00	\$20.00	
Mar11	NW Marshall & 11th						
Ntr14	NW Northrup & 14th						
OMSI	OMSI				\$10.00	\$10.00	
PSUPiz	PSU Plaza				\$10.00	\$10.00	

Union Proposal

Place Name	Location	Union Proposal					
		Center	Powell	Merlo	Ruby	Elmo	PSC
BTC2	BTC Pocket Track						
CIVMax	MAX Cleveland				\$12.00	\$10.00	
E_BTC	Beaverton TC EB				\$20.00	\$20.00	
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garRby	Ruby Garage				\$20.00	\$20.00	
garVT	Vintage Trolley Barn				\$20.00	\$20.00	
GatelO	Gateway TC layover				\$16.00	\$30.00	
GateTC	Gateway TC				\$16.00	\$30.00	
Max170	MAX 170th						
Max170E	MAX 170th E						
Max170W	MAX 170th W						
Mor3	SW Morrison & 3rd				\$20.00	\$20.00	
Mx197E	MAX 197th/Ruby Jct E						
Mx197W	MAX 197th/Ruby Jct W						
Mx197W	Lloyd Center W				\$20.00		
MxPrie	Pioneer Square S EB						
MxPrioW	Pioneer Square N WB						
N_GTC	Gateway TC				\$16.00	\$30.00	
Oak1	SW Oak & 1st				\$16.00	\$16.00	
P_BTC	BTC Pocket Track				\$16.00	\$10.00	
P_GTC	Gateway TC Pocket Track				\$16.00	\$30.00	
Pioner	Pioneer Square						
RbyJct	Ruby Junction						
RQTC	Rose QuarterTC				\$20.00	\$20.00	
RQTC2	Rose QuarterTC				\$20.00	\$20.00	
N_Rose	Rose QuarterTC				\$20.00	\$20.00	
S_Rose	Rose QuarterTC				\$20.00	\$20.00	
S_GTC	Gateway TC				\$16.00	\$30.00	
SunSTC	Sunset TC						
Term11	11th Ave. Terminal				\$30.00	\$16.00	
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W_BTC	Beaverton TC WB				\$10.00	\$10.00	
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Mar11	NW Marshall & 11th						
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Trimet Adjustment

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Max170	MAX 170th						
Max170E	MAX 170th E						
Max170W	MAX 170th W						
Mor3	SW Morrison & 3rd				\$20.00	\$20.00	
Mx197E	MAX 197th/Ruby Jct E						
Mx197W	MAX 197th/Ruby Jct W						
Mx197W	Lloyd Center W				\$20.00		
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W_Rose	Rose QuarterTC				\$20.00	\$20.00	
gar51C	PSC Barn						
gar51C	PSC Barn				\$20.00	\$20.00	
Mar11	NW Marshall & 11th						
Ntr14	NW Northrup & 14th						
OMSI	OMSI				\$10.00	\$10.00	
PSUPiz	PSU Plaza				\$10.00	\$10.00	

*Lain & Leland*  
*Shirley Black*