



UNION PROPOSAL – October 10, 2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRIMET

AND

AMALGAMATED TRANSIT UNION, LOCAL 757

(ATU-757)

The Union reserves the right to amend, remove, or add to any of the enclosed proposals.

ARTICLE 1, SECTION 1

Par. 1. Effective Date

This Agreement shall remain in effect from ~~December 1, 2016~~ December 1, 2019, through ~~November 30, 2019~~ November 30, 2023, 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.

ARTICLE 1, SECTION 2

Par. 2 Membership

- ~~a. All persons covered by this Agreement shall maintain membership in good standing in the Union, except as provided in subparagraphs (c) and (d), below.~~
- ~~b.~~ a. TriMet shall provide, within (seven) 7 days of the date of hire of any employee who is covered by this Agreement, a notification to the Union of the employee's name, date of hire, telephone contact information, work and personal electronic mail addresses, home addresses, and employment information, including employee's job title, salary and work site location. The District shall also provide the Union with the above listed information every 120 calendar days for all non-new employees. This information shall be made available to the Union in an editable digital format.
- ~~c.~~ b. All persons hereafter employed by the District to perform the duties of employees covered by this Agreement shall be furnished with an application for membership in the union at the time of such employment. and shall be advised of the requirement that they shall become members of the Union within thirty 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. 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.~~ c. For all members of ATU for whom ATU has provided the District an Application for Membership card signed by the employee authorizing the deduction of an initiation fee from the employee's paycheck, the District shall deduct the initiation fee and remit it to the Union within 15 days. TriMet will deduct regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to a Payroll deduction of Union dues, the District agrees to remit the monthly dues within fifteen (15) days from the date of deduction to ATU. A nonmember employee shall have the right, based upon a bona fide religious tenets or teachings of a church or religious body of which such employee is a member (as defined under ORS 243.666 and 29 U.S.C. Sec. 169), to pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof to the District and the Union that this has been accomplished by no later than the 5th day of each month. In the event that the employee fails to furnish written proof to the Union that such has been accomplished, the Union shall have the right to require the District to deduct the amount from the employee's compensation.
- ~~e.~~ d. 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 at the union hall or at Trimet subject to prior approval by TriMet's Executive Director, Labor & Employee Relations or Director, Labor & Employee Relations. The

union orientation shall provide an opportunity for ATU to furnish the employee an Application for Membership in the Union and authorization for Payroll Deduction for Monthly Union Dues. 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 two hours, without loss of compensation or leave benefits to the new employee. The District shall also provide to the Union reasonable access to all non-new employees, including the right to meet with employees during the employee's regular work hours at the employee's regular work location to investigate and discuss grievances, work-place related complaints and other matters relating to employment. Non-new employee meetings may be held at the employee's regular work location before or after the employees' regular work hours, during meal periods and any other break. ~~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.e. TriMet shall cooperate with ATU with regard to scheduling the orientations, including by placing previously scheduled orientations on employees' training schedule, providing information to ATU regarding newly hired employee's training schedules, and not scheduling a conflict with any previously scheduled orientation. ~~The Union agrees to defend and hold harmless the District from any claim arising from the operation of this provision.~~

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

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

Par. 3. Representative's Rights

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

B. Designated Union Representatives are fully authorized to take leave from their regular duties with TriMet to participate in Union activities without loss of pay or benefits by TriMet. Such Union activities include but are not limited to:

1. Investigate and process grievances and other workplace-related complaints;
2. Attend investigatory meetings and due process hearings;
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. Attend collective bargaining (negotiation) meetings as Union Representatives;
5. Attend labor-management meetings;
6. Meet with newly hired employees to provide Union Orientation;
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.

ARTICLE 1, Section 3 – ADJUSTMENT OF GRIEVANCES & ARBITRATION

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

Add NEW Par. 3 (moving current Par.3 to NEW Par. 4)

Par. 3. Failure by either party to meet any of the above timelines will be deemed a waiver and the grievance shall be settled in favor of the other party. All timelines may be extended by mutual agreement of the parties. Requests for extension will not be unreasonably denied.

ARTICLE 1, Section 4 – DISCIPLINE

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

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

Par. 3 Discipline shall be issued within 30 days following either the occurrence out of which the discipline arose or from the first date the occurrence could reasonably be assumed to have been known to the Employer. Failure to meet the deadline will result in dismissal of incident and the matter will be closed and removed from employee's files. The deadline may be extended in the event the Employer in good faith needs additional time to complete its investigation. Requests for extension will not be unreasonably denied.

Par. 4 Progressive Discipline shall be issued as follows:

1. Verbal Warning
2. Written warning
3. Reprimand
4. Suspension
5. Increased Suspension/Demotion
6. Termination – 2 instances of similar suspensions must occur unless incident is proven by the district to qualify under Section 4, Par 10 of the WWA.

Par. 5. All SOP violations that occur during an employee's probation will not be used for progressive discipline after probation has ended.

Par. 6. Warnings will not be used for progressive discipline after six (6) months from the date of issue, unless an employee receives additional discipline during the same 6-month period for a similar violation.

Par. 7. Reprimands, Suspensions, and Demotions will not be used for progressive discipline purposes after twelve (12) months from date of incident that warrants such discipline, unless an employee receives additional discipline during the same twelve (12) month period for a similar violation.

Par. 8. A training contact will be made for any safety or customer service related warning. Mandatory retraining will be provided for any other safety or customer service related discipline.

Par. ~~9~~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. ~~10~~4. Cause for immediate suspension or discharge is as follows:

- A. Reporting to work under the influence of intoxicating liquor or illegal drugs.
- B. Consuming intoxicating liquor or illegal drugs while on duty.
- C. Mishandling of District cash revenue.
- D. Gross insubordination.
- E. Deliberate destruction or removal of District's or another employee's property.
- F. Posing an immediate or potential danger to public safety.

Par. ~~11~~5. Whenever the District suspends or discharges an employee under the terms of Paragraph ~~10~~4 of this Section, the Union will be notified within twenty-four (24) hours.

Par. ~~12~~6. If an employee claims to have been unjustly suspended or discharged during the term of this Agreement, to be timely, the case must,

Step 1

...be referred in writing to the appropriate Department Director, or his/her designee, no later than the 10th day after the day upon which the Union was notified of the suspension or discharge pursuant to the provisions of Paragraphs 3 and 4 above, and shall be handled in accordance with the grievance procedures set forth in Section 3 of this Article.

Par. ~~13~~7. The parties in Step 1, by mutual agreement in writing, may extend the time limit specified in Step 1 for a period not to exceed twenty (20) days.

Par. ~~14~~8. The District and the Union will cooperate continually to the best of their ability to improve and maintain discipline.

ARTICLE 1, Section 7 – VACATIONS

Par.3 The following 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-, which shall be considered floaters for end of year payoff.

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 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.

ARTICLE 1, Section 9 – HEALTH AND WELFARE BENEFITS

Par. 1. Medical, Prescription Drug, Dental, and Vision

a. Subject to Par. 1(b)-(f) of this section, the District shall contribute ~~one hundred (100%)~~~~ninety five percent (95%)~~ of the cost for each tier of coverage in the primary 80/20 PPO or \$10 HMO co-pay medical plan and the prescription drug, dental and vision care plans for each tier of coverage (single, single + 1, single + children, family). S/he also may elect to participate in either a 90/10 PPO plan or a high deductible healthcare plan with health savings account (HSA). In that case, the District shall pay the same employer dollar contribution amount as it would have paid had the employee elected the primary 80/20 PPO plan. If the employee elects the 90/10 PPO plan, then the employee shall pay the difference between the District's contribution amount and the total premium amount. If the employee elects the high deductible healthcare plan with HSA, then the District shall contribute the difference between its contribution amount and the total premium amount to an HSA in the employee's name. The District retains the right to change providers at its discretion so long as the level of benefits is not adversely affected.

Unless made pursuant to any health care law, regulation, or unilateral change by the Provider without the consent and approval of the District, the plan design of benefits provided shall not change during the term of this Agreement unless both the District and the Union agree to do so in writing.

c. Employees who retired on or after February 1, 1992 and hired on or before October 24, 2014, and who retire on or after that date shall receive the same health benefits until age 65 that is available to active employees and their spouses, excluding orthodonture and dental coverage for dependent children.

1. All retirees and their spouses, surviving spouses, and dependents must enroll in and maintain Medicare parts A & B insurance coverage as soon as they become Medicare eligible due to age or disability. If an employee does not qualify as having "current employment status" under the Medicare Secondary Payer rules (a "non-active employee") and the non-active employee or his or her dependent becomes Medicare- eligible due to disability, that non-active employee or dependent must enroll in Medicare parts A & B insurance coverage as soon as he or she becomes eligible. The following Par. 1(c)(2)-(6) of this Section apply exclusively to the individuals described in this Par.1(c)(1).

2. At the first available opportunity, non-active employees, retirees, spouses, surviving spouses and dependents who become Medicare eligible must enroll in a District designated Medicare Advantage plan unless they are a retiree or surviving spouse electing a stipend under Par. 2(i) below. These plans currently are Kaiser Permanente Senior Advantage and United Healthcare Care (PPO). Effective January 1, 2018, the UHC PPO plan will change to the UHC Co-Pay plan if the parties sign a tentative agreement by November 10, 2017. These plans, when combined with Medicare and Medicare Part B are intended to provide ~~substantially similar coverage~~the same level of coverage as the active employee healthcare plan designs. Having enrolled in Medicare and a Medicare Advantage plan and upon providing written confirmation of these enrollments, the District will reimburse the non- active employee, retiree, spouse, surviving spouse or dependent the actual cost of the Medicare Part B monthly premium. Retirees who become Medicare eligible after July 1, 2000 and who enroll in Medicare as set forth above will be reimbursed to that date of enrollment.

e. Employees hired on or after the first day following ratification, by both parties, October 25, 2014, and who meet the qualifications for full retirement under Article 10, Section 1, Par. 2(a) and who retire from the District thereafter, shall be eligible for a \$800 per month stipend with which to purchase healthcare from one of the Plans offered by the District or have that amount deposited into an RHRA VEBA in the retiree's name for any eligible use. The \$800 stipend shall increase annually by CPI-W West (B/C)

(populations under 1.5 million) Portland. ~~Upon reaching age 65, the retiree no longer shall be eligible for any District health benefit.~~

Par. 3. Employee Assistance Program

~~a. The Employee Assistance Program shall be separately operated and administered by the Union.~~

~~b. Effective December 1, 2012, and only for the term of this Agreement, the District shall pay \$55,000 annually to the Union to operate and administer the Employee Assistance Program. Upon the expiration of this Agreement, the District's obligation to make payments to the Union shall end and shall not be continued during the hiatus period as part of the status quo. Upon the expiration of this Agreement, Union employees shall be covered under the [top available tier of the](#) District's EAP program;~~

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

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

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

b. ~~An \$150.00 per week~~ extended sick leave benefit [equal to 60% of the employees base pay](#) will be paid to active employees for lost time due to non-occupational accident or sickness. Benefits will be paid for the first day of accident and fourth day of sickness to fifty-two (52) weeks. This benefit is payable on regular working days only, at a daily rate equal to one-fifth (1/5) of the weekly benefit at that time.

c. These benefits will also be payable to employees on maternity [or paternity](#) leave of absence.

Section 15 – SAFETY

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

c. ~~In 2013 the parties agreed~~[All](#) bus operators shall be required to have ~~ten (10)~~ [nine \(9\)](#) 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.

Section 19 – OTHER PROVISIONS

Par. 4. ~~Effective December 1, 2012, and only for the term of this Agreement, t~~[The](#) District shall deposit ~~\$55~~[75](#),000 annually into to the Recreation Trust Fund. Upon the expiration of this Agreement, the District's obligation to make deposits shall end and shall not be continued during the hiatus period as part

of the status quo. ~~Upon expiration of this Agreement,~~ Recreational activities shall be budgeted within the District's operating budget.

During the term of this Agreement, a joint Union-District Recreation Committee will have full authority to expend monies from this fund and will administer this fund. The Committee will prepare an annual budget.

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

Par. 10. Child Care/Elder Assistance Program

- a. The Child/Elder Care Assistance Program shall be separately operated and administered by the Union.
- b. The District will pay to the Union to operate and administer a child/elder care assistance program the amount of \$~~5575~~,000 annually. ~~on December 1, 2012, 2013, 2014 and 2015 only provided, however, that~~ The District shall make no such annual payment if the cash balance exceeds \$100,000 as of the date payment is due.

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. The District and the Union agree with the fundamental notion that Employees who face discipline have a right to confront their accusers, to be disciplined only for just cause, and to have due process rights to challenge unwarranted discipline. The District shall not discipline Employees based on anonymous, third party, or unsubstantiated complaints. Complaints which are found to have insufficient information connecting a complaint to an Employee or which are found to not involve misconduct on the Employee's part will not be included in their records and shall not be used in any proceeding against them, nor considered for any promotional decisions.

ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Section 1, 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.~~

c. Operators breaking in students shall receive \$~~5~~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.

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

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

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

G. The District will pay travel time to compensate operators between sign-in and a road relief point from the operator's base garage or yard. From sign-in, the amount of time paid time will be equal to the time allocated by the TriMet trip planner plus 25 minutes. For operators returning from the field, the paid time will be allocated by the TriMet trip planner plus 10 minutes. Such time shall be considered time worked. For road to road reliefs, TriMet will provide relief pay to and from the operator's garage or yard, or provide a safe parking space close to the operator's relief point.

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

~~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. 10. Extra Board Rules

Report Operators

20. Report Operators shall be paid at half of their base pay while in cut off status.

General

35. No Operator will be required to use their personal transportation to make road reliefs. Extra Board Operators will not be in cut off status when making a road relief, and will be paid road relief in accordance with Article 2, Section 1, par. 2(g).

Trading Work and Days Off

29. Any operator participating in a TDO (trade day off) either onto the extra board or with another extra board operator will not be prohibited from making one trade in addition to the TDO.

Section 4 – ~~INSTRUCTORS~~ TRAINING SUPERVISORS

Par. 1. ~~Instructors~~ Training Supervisors will be reimbursed at the highest IRS rate allowed by the Internal Revenue Service for

using personal car on company business.

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

Par. 3. ~~Instructors'~~ Training Supervisors' 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. Training Supervisors directed to perform any duties while not on duty will receive a minimum of two (2) hours pay. This includes any work related phone calls with management.

Par. 7. All Training Supervisors working between the hours of 6:00 PM 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. This change in night shift differential shall be effective no later than 30 days after ratification of this agreement.

Par. 8. All Training Supervisors shall receive a thirty (30) minute paid lunch period within their shift.

Par. 9. The District will provide all materials and devices necessary for Training Supervisors to perform their job duties. Training Supervisors will not be responsible for purchasing any class materials.

Section 8 – UNIFORMS

Par. 4. Rail Operators, Light Rail Supervisors, Bus Operators, Bus Supervisors, and ~~Light Rail~~ Training 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. 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 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:~~

~~From: Elmonica: To:~~

~~Ruby:~~

~~N/A \$15.00 \$8.00 \$10.00 \$10.00~~

~~\$ 6.00~~

~~Par 1.~~

~~a-b.~~

~~c.~~

~~d.~~

~~e.~~

~~f-g.~~

~~Beaverton Transit Center 11th Avenue Terminus Gateway Transit Center Rose Quarter Transit Center~~

~~Rose Quarter Interstate Cleveland Avenue~~

~~\$3.50~~

~~\$8.00 \$15.00 \$10.00 \$10.00~~

~~a.—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.~~

a. The District will pay travel time to compensate operators between sign-in and a road relief point from the operator's base garage or yard. From sign-in, the amount of time paid time will be equal to the time allocated by the TriMet trip planner plus 25 minutes. For operators returning from the field, the paid time will be allocated by the TriMet trip planner plus 10 minutes. Such time shall be considered time worked. For road to road reliefs, TriMet will provide relief pay to and from the operator's garage or yard, or provide a safe parking space close to the operator's relief point.

ARTICLE 3 – OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

Section 1 – GENERAL

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

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

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. All Journey workers hired pursuant to Article 3, Section 1, Par. 10 prior to January 1, 2018, shall have seniority behind apprentices who were enrolled in the apprentice program in the discipline for which the outside hire journey worker was hired at the time of their hire.

Par. 12. Journey workers hired pursuant to Article 3, Section 1, Par. 10 after January 1, 2018, will receive a seniority date in the Journey worker classification effective 6 (six) months after their date of hire or when deemed qualified by the JATC, whichever is later.

Section 5 – ALLOWANCES

Par. 5. Any Journey Level Mechanic who is assigned to train Apprentice Mechanics will receive an additional ~~twenty five cents (\$0.25)~~ \$2.50 per hour over base rate of pay for each Apprentice assigned. This provision shall not apply to Assistant Supervisors.

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. The District shall provide the Union with itemized quarterly reports of the Maintenance Department Assistance Fund. Any dispute shall be subject to the grievance procedure. No portion of the fund shall be carried over to the next year. Under no circumstances shall the total amount exceed the original allotment. If a cost overrun occurs, the amount of the overrun shall be doubled and deducted from the following year's fund and no further contracting shall take place for the balance of the year, which was overspent.~~

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

Par. 3 Warranty Work – Bus

~~Warranty work will be done by District employees when qualified, and District mechanical employees will participate in all types of warranty work where such participation will aid in the training of District employees and is not merely repetitive in nature, and~~

~~a. Prior to commencing third party or vendor warranty work, including extended warranty work or retrofits that may include warranty work; the District will meet with the Union to explain the nature of the work and the warranty provisions covering the repairs. Documentation from this meeting in a manner and format acceptable to each party will be deemed to be a satisfactory record of the activity.~~

~~b. The District will assign and rotate mechanics to work with the vendor on warranty work that will provide District mechanics a direct training benefit. Accordingly, the location maintenance manager and the Union executive board member will agree on and set forth a workforce assignment and rotation schedule that provides the optimal training benefit. For example, HVAC mechanics would be assigned and rotated to work with HVAC vendors performing warranty repairs.~~

~~c. For declared campaigns, vendor "policy" campaigns, and declared fleet defects where a significant portion of a fleet is affected (20% for Bus and 10% for Rail), the District will assign and rotate no less than one mechanic from each shift to work with the vendor. The location maintenance manager and the Union will jointly, in good faith and with all reasonable intent, determine whether the warranty work to be~~

~~performed is repetitious with little or no continuing learning value. If so determined, in writing, the continued assignment of one mechanic per shift may terminate after the initial start of the work, but not before at least one mechanic per shift has been adequately trained. The District may thereafter allow the vendor to complete the campaign work on its own. In the event the location maintenance manager and the Union executive board member cannot agree on whether a specific warranty activity is “repetitious with little or no continuing learning value,” the matter will be heard by the Contracting Out Committee, whose decision shall be final.~~

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

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

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

Section 14 – CONTRACTING OUT

Par. 1. It is not the intent of the District to subcontract items, components, and/or services currently performed by District employees, except in case of an emergency or as agreed by the parties in writing, as they relate to the District’s **light rail** maintenance operations.

Par. 2. Warranty Work — **Rail Equipment Maintenance**

Warranty work will be done by District employees when qualified, and District mechanical employees will participate in all types of warranty work where such participation will aid in the training of District employees and is not merely repetitive in nature, and

a. Prior to commencing third party or vendor warranty work, including extended warranty work or retrofits that may include warranty work; the District will meet with the Union to explain the nature of the work and the warranty provisions covering the repairs. Documentation from this meeting in a manner and format acceptable to each party will be deemed to be a satisfactory record of the activity.

b. The District will assign and rotate mechanics to work with the vendor on warranty work that will provide District mechanics a direct training benefit. Accordingly, the location maintenance manager and the Union executive board member will agree on and set forth a workforce assignment and rotation schedule that provides the optimal training benefit. For example, HVAC mechanics would be assigned and rotated to work with HVAC vendors performing warranty repairs.

For declared campaigns, vendor “policy” campaigns, and declared fleet defects where a significant portion of a fleet is affected (20% for Bus and 10% for Rail), the District will assign and rotate no less than one mechanic from each shift to work with the vendor. The location maintenance manager and the Union will jointly, in good faith and with all reasonable intent, determine whether the warranty work to be performed is repetitious with little or no continuing learning value. If so determined, in writing, the continued assignment of one mechanic per shift may terminate after the initial start of the work, but not before at least one mechanic per shift has been adequately trained. The District may thereafter allow the vendor to complete the campaign work on its own. In the event the location maintenance manager and

the Union executive board member cannot agree on whether a specific warranty activity is “repetitious with little or no continuing learning value,” the matter will be heard by the Contracting Out Committee, whose decision shall be final.

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

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

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

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

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

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

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

Section 19 – TRAINING ASSISTANTS

The ~~Bus~~-Maintenance Department may appoint journey level ~~Bus~~-Mechanics as Training Assistants on a temporary basis to develop and present ~~Body Shop~~-training materials and instruction. [The Maintenance Department may appoint Timekeeper/MMIS Clerk, Tire Shop, and Storeroom Training Assistants from employees holding seniority in these classifications.](#) 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. Journey Level Training Assistants will receive a ~~\$5.00~~4.75/hour premium while performing Training Assistant duties, except that a Training Assistant who is also an Assistant Supervisor will receive a \$1/hour premium while performing Training Assistant duties. Non-Journey Level Training Assistants will receive a \$1.75/hr premium while performing Training Assistant duties. Duties shall include developing and presenting classes on their area of technical expertise for apprentices and/or other journey level mechanics.

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

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 ~~53.0%~~ on December 1, ~~2016~~2019; ~~53.25%~~ on December 1, ~~2017~~2020; ~~and 53.25%~~ on December 1, ~~2018~~2021; and 5% on December 1, 2022.

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

MAINTENANCE DIVISION

Bring all Journey worker classifications up to highest paid Journey worker rate, which include Field Technician (591, currently 36.60)

FINANCE DIVISION

Bring Money Room Supervisor (330) and Timekeeper (336) up to Chief Station Agent (830) wage rate (currently 41.29)

ARTICLE 10 - PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

Section 1 - PENSION

Par. 9.

A. 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 12% 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. 11. Early Retirement

Employees otherwise qualified for retirement pay as provided herein, may elect to retire early at age 55 or older by taking a reduced pension in accordance with an actuarial reduction as determined by the Trustees in accordance with accepted actuarial principles. [Employees at any age with thirty \(30\) or more years of employment who are otherwise qualified for retirement pay as provided herein, may elect to retire early with no pension reduction.](#)