

10/31/19

Given union: 10-31-19

TriMet contract proposal
Article 2 Transportation
October 31, 2019

TriMet reserves the right to make additional proposals in any part of the contract at any time prior to its statutory Last Best Offer.

Any contract language currently in the WWA, which is not changed or removed during bargaining shall continue in the subsequent agreement.

ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

1)

Section 1 – OPERATORS**Par. 1. General**

- a. It is agreed that scheduled runs shall be so arranged as to make the best possible working hours, the order of consideration to be as follows:
 - Class A – straight day
 - Class B – straight PM
 - Class C – swing
 - Class D – straight night
 - Class E – trippers
- b. The District shall schedule sixty percent (60%) straight runs on weekdays, eighty percent (80%) straight runs on Saturday and ninety percent (90%) straight runs on Sunday and holiday schedules. All runs shall be scheduled to be completed in twelve (12) consecutive hours.
- c. The District will schedule no more than twenty three percent (23%) of its straight runs involving the driver changing vehicles on weekdays, no more than ten percent (10%) such runs on Saturday, and no more than five percent (5%) such runs on Sunday.
- d. Regarding A, B, C, and D class runs, the hours of service shall be as close to eight (8) hours as possible without increasing the expense of operation. In case any run is seven (7) hours and thirty (30) minutes or more, and less than eight (8) hours, the District shall pay eight (8) hours' time therefore, except as provided in Paragraph 5(a) of this Section.
- e. It is understood and agreed that the percentage of straight day runs to the total of all straight runs shall not be less than 39 percent (39%).
- f. The District will earnestly endeavor during the life of the agreement to still further decrease the lapsed time in all runs without materially increasing the cost of the operation.
- g. Tripper runs under seven (7) hours and thirty (30) minutes shall not be classed as regular runs or scheduled runs and shall be paid for subject to the provisions of this Agreement. Tripper runs which can be combined to make seven (7) hours and thirty (30) minutes work shall be regular runs.
- h. On Sundays or any holidays on which Sunday schedule is operated, the runs will be made as close to eight (8) hours as possible, and as many straight runs as possible.
- i. Owl service on Monday AM shall be considered Monday runs. Operators completing an owl run shall not be required to take out a run, tripper, or part of a run unless they have had eight (8) hours continuous time off duty after completing said owl run.

- j. All regular Operators who have accrued a minimum of eighty (80) hours of vacation as of April 1, 1992, and on each April 1, thereafter, may convert forty (40) hours of vacation for use as personal leave days, and shall be considered floaters for end of year payoff. These personal leave days must be used by March 31, 1993, and prior to each March 31, thereafter. Bus Operators will sign for these personal leave days subject to the provisions of Article 2, Section 1, Paragraph 6.
- k. The rules for Mini-Runs are set forth in Section 2 of this Article.
- l. Rail Transportation will hold sign-ups concurrent with Bus Transportation. In addition, Rail Transportation will hold special interim sign-ups due to reasons requiring new schedules. Operators will be guaranteed their run pay if they have to sign on a lower-paying run. If the duration of the interim sign-up is longer than three (3) weeks, a new full sign-up will be signed on without guarantees.
- m. **Trades** – Trades that ~~do not provide both bus operators with create an hours of service violation by providing for less than~~ ten (10) hours of scheduled time off between assignments ~~are not permitted; eleven (11) for rail operators. for regular bus operators will not be allowed. However, due to variations of extra board work, bus extra board operators will be permitted to trade with other bus extra board operators even if it creates a violation by having less than nine (9) hours off, but they will be forced to pass up. Trades between bus extra board operators and regular bus operators that create a violation are not permitted.~~
- n. **Hours of Service for Bus operators:** If a bus operator does not have nine (9) hours off between the actual end of their work and the scheduled start of their next work they will pass up. No bus operator will work more than 15 hours in a day in a 16 hour spread, spread time not included. No bus operator will work more than 13 consecutive days
- o. **Hours of Service for Rail operators:** If a rail operator does not have ten (10) hours off between the actual end of their work and the scheduled start of their next work they will pass up. No rail operator will work more than 12 hours in a day in a 16 hour spread, spread time not included. No rail operator will work 7 or more consecutive days

2)

Par. 3. Extra Operators

- a. Each extra board Operator shall be guaranteed a minimum of eight (8) hours of work time daily, but not to exceed five (5) days a week, provided they have accepted all work assigned. For each scheduled work day or portion thereof on which an extra Operator does not work his/her assignment, they shall lose his/her guarantee for that day and shall be paid only for time worked. Any portion of the time worked each day, after twelve (12) hours from first reporting, shall be paid at time and one-half.
- b. Extra Operators shall sign up for the AM or PM Extra board and be marked up for work in rotation under the revolving system on each board. Operators required to report shall be paid for actual reporting time if less than thirty (30) minutes. For reporting time of at least thirty (30) minutes but less than one (1) hour, they shall receive one (1) hour pay.

- c. No regular Operators shall be allowed to do extra work so long as extra Operators are available. The District shall endeavor to maintain an adequate extra list.
- d. In Rail a single set of AM and PM Extra boards will be used to cover both rail locations.

3)

Par. 7. Sign-Ups

- a. Operators shall have the right of choice runs according to seniority in continuous service; provided that on lines which require special qualifications (such as Council Crest Line) only Operators having the necessary qualifications for the particular run or work shall have the choice of same. When an Operator loses pay because of the lack of qualifications of another Operator, s/he shall be reimbursed for all time lost.
- b. Bus operators shall not sign for work less than ten (10) hours from end time to start time the next day; eleven (11) hours for rail operators. Operators who would be forced into this position during a sign-up process due to remaining work available will be placed on the AM or PM extra board for that day, which ever better matches their chosen work to avoid pass ups.
- ~~b.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~~ There will be three (3) sign ups a year roughly corresponding with the beginning and end of summer and another one in the first part of the year. District shall have all schedules prepared, posted, and ready to operate the same before any sign-up takes place. Said schedule shall remain in effect until such time as a new set of schedules has been prepared, posted, signed, and become effective. ~~By mutual agreement between the District and the Union, t~~ The District may make minor changes in schedules without a new sign-up; minor is defined as any change in start, end or run time of 60 minutes or less.
- d. 45. For those weeks when there isn't enough vacation work, vacation relief operators who take an extra list spot sign the garage of their choice, AM or PM extra board and days off based on what their seniority position could hold for that garage. Any time that any Operator signs on a vacation run they will sign on a run for each week. If in any week there is no vacation to sign on, they will take the extra list in their regular seniority for that week and rotate with the extra Operators.
- ~~e.c.~~ 46. If at a sign-up an Operator cannot sign up on five full days of work at the garage of his/her choice, but can sign-up on three (3) full days of work, s/he may do so. On their fourth and fifth days s/he will go to their regular place on the AM or PM extra list at that garage, which ever better matches their work and be governed by the position of the red line.
- ~~d.f.~~ An operator will sign up for the same work on all the weekdays they choose and if they work on a weekend, the work's start time must be on the same side of noon as the weekday work.

e.g. When a Sunday schedule is used as the schedule on a holiday, operators who have signed a Sunday schedule, report position and extra board position will work even if it is their RDO. Other operators will be off work on the holiday unless called for overtime.

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

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

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

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

4)

Par. 8. Layoff

- a. Transportation Department seniority shall govern in laying off and reemployment of employees. Employees so laid off because of lack of work shall be returned in the inverse order in which they were laid off, as the need for their classification, or classification of work, permits.
- b. If the District curtails the number of employees in any job classification, the employee with the least seniority will be the first to be moved out of that job classification. That employee will then be entitled to exercise such job classification seniority they have on any job other classification in that department.

5)

Par. 9. Other Provisions

a. Only buses requiring a CDL driver and providing service to the public on a fixed route of the District will be operated by Bus operators. LRV's requiring an operator will operated by LRV operators. No other service, including paratransit, will be operated by bargaining unit members. All vehicles on the lines of the District shall be run by Operators should they be operated; and any other type of transportation service with the exception of elderly and disabled (paratransit) service; vehicles traveling between offices, shops, or garages of the District; supply and service trucks of the Maintenance, Facilities Maintenance, and Stores Departments, and delivery trips and necessary pull-ins.

b. The District will pay the renewal costs of a Class A or B Commercial Driver's License in the amount charged by the State issuing the license.

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

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

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

Item:	Maximum Value:
Watch	\$75.00
Uniform Clothing	Replacement
Prescription Eye Glasses	Replacement
Driver's License	Replacement
Employee Transit Pass	Replacement

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

- f. All District schedules will have built into them a recovery or layover time of five (5) minutes within each one (1) hour of running time. Because of traffic conditions, mechanical failures, and other related reasons, a five (5) minute recovery time cannot be guaranteed. All Operators will endeavor to maintain their schedules at all times.
- g. The District will equip all buses with windshield washers and keep them in working order.
- h. Customer Complaints – The Union and the District agree that good public relations and customer service are vital to a successful transportation system.
- i. Non-ATU managers may operate buses and LRV's in revenue service with an ATU member present for the purpose of completing initial and ongoing training including maintaining their certifications and proficiency.

6)

Par. 10. Extra Board Rules**Assigning Work**

1. All extra work shall be assigned to the board before regular Operators receive overtime. Before regular Operators will be called in for RDO work, ~~the all~~ extra board resources will be exhausted. ~~All assigned work shall be paid as assigned.~~
 - a. AM Extra Board Operators: Work hours could be any time from beginning of service to an end time as late as 8:00 p.m.
 - b. PM Extra Board Operators: Work hours could be any time from 12:00 noon to the end of service.
 - c. AM Board resources have to be exhausted before offering to the PM Board.
 - d. PM Board resources have to be exhausted before offering to the AM Board.
 - e. Seniority on each board will be determined by a rotating red line (this number may be different between the AM and PM board, and by the garage).
 - f. Runs assigned to each board will be assigned from the red line down, earliest off first.
 - ~~a. Seniority will be held on either the AM or the PM Board, not both.~~
2. When making up the board, all runs will be assigned before any overtime is added. The first run finished is the first marked up. If two (2) runs get off at the same time, the longest run shall be marked up first.
3. After the runs are assigned, the extra work will be given out with the greatest total time assigned first with the exception of extra service, which will be given to the extra board Operators. (Intent is to not assign regular Operators who have overslept extra service.)
4. When two pieces can be combined to fit the qualifications of a run and will total seven (7) hours and thirty (30) minutes or more, this combination will be inserted in its proper place among the runs. If a run comes open, it should be assigned as a run. (Intent is to assign full runs unless they are split days separated to be used as trippers.)
5. All RDOs assigned when the extra board is initially made out will be split days if at all practicable. ~~The District will assign RDO work to the extra board and regular Operators according to past practice. All RDO work will be as close to eight (8) hours as possible~~

~~and will be assigned in this order: split days, night runs, matinees, a.m. runs. Each category of run must be exhausted before assigning runs from the next.~~

6. Work will be assigned as follows, with each category of run must be exhausted before assigning runs from the next:
 - a. All RDOs will be assigned on the AM Extra Board in this order: split runs, AM straights.
 - b. All RDOs will be assigned to the PM Extra Board in this order: split runs, late night, nights.
 - c. Late night is defined as off after 2am, night is off between 12 midnight and 2 am.
 - d. Work assigned to Bus Extra Board Operators will not exceed 15 hours of work in a single day in a 16 hour spread, and an Operator may be assigned out of order or given a report to avoid violating this rule.
 - e. Work assigned to Rail Extra Board Operators will not exceed 12 hours of work in a single day in a 16 hour spread, and an Operator may be assigned out of order or given a report to avoid violating this rule.
- ~~6. —Specials shall be marked up after extras unless they are specials expected to be out more than three (3) hours, and then they shall be worked with extras.~~
7. After all work has been assigned, the remaining operators will be assigned report times, earliest to latest from the red line up ~~An effort will be made not to assign a.m. reports before a night run and p.m. reports after an a.m. run when the board is made out. If, however, this should happen, an extra board Operator may be allowed to turn down (T.D.) the a.m. report, without penalty, and without affecting the rest of his/her assigned work.~~
8. An assignment made to an extra board Operator, who is not a report, is that Operator's assignment for the day and additional work will be added only with his/her consent. (Exception is double-covered assignment. See #12 below)

Report Operators

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

Pass-Ups

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

~~after 2:00 a.m. will call in by 12:00 noon and will not be assigned any work before 1:00 p.m. at the garage or 1:30 p.m. in case of a road relief.~~

21. ~~An Operator taking a pass-up because of an owl assignment shall be given a report following the a.m. reports and after having nine (9) hours off. Operators shall be guaranteed the last assigned a.m. report, and then become a regular report Operator. (Intent is to keep Operator from following behind other pass-up Operators.) The current alignment of runs covering owl service renders this rule invalid and only if owl runs should in the future become assigned work, will this rule come into effect.~~
22. ~~Operators~~ Bus Operators ~~may~~ must 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. day's work, ten (10) hours for Rail Operators. ~~The Operator shall notify the Station Agent within sixty (60) minutes after the end of the night run that s/he has elected not to work the a.m. assignment. The amount of time lost by such an election not to work will not be deducted from his/her guarantee.~~
23. ~~Operators shall not sign into a "pass up" situation. Operators who would be forced into a pass-up during a sign up process due to remaining work available will be placed on the extra board for that day.~~

Trading Work and Days Off

24. All trading of runs and days off is a privilege granted by the Union and the District and may be cancelled at any time. (Both parties must agree.)
- a. Trading between AM and PM boards must be for full weeks (Sunday-Saturday) and includes RDOs. Station Agents may adjust operator's assignment to prevent HOS violations (Sunday only).
 - b. Trades by regular Operator onto an extra board must be to the AM board if their work starts before noon and PM if their work starts after noon.
25. Operators cannot trade days with an Operator who is marked off sick prior to the trade. Once such a trade is made and approved, by the Station Agent before 10AM the day prior, the trade will be honored even in the event of an Operator marking off for the first part of the trade ~~of the trade~~.
26. ~~Operators can trade a run for an extra that has less than seven (7) hours in it and will be given a T.D.~~
27. ~~Regular~~ Any Operators may trade for a run that is finished two (2) hours later than their own run if (additional) overtime is not involved and the trade will not create a pass up.
28. Operators can trade work on holidays if both have signed up to work the day.

Penalties

29. If a Station Agent marks up a run in error, the Operator shall be paid for his/her run that s/he is marked up for or the run that pays the greater amount.
30. When a Station Agent makes an error, first operator hurt shall be paid.
- 30.5 Only one (1) Operator will be penalized for oversleep on report.

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

General

32. ~~Extra board Operators may request any run that is finished after midnight if they are entitled to an earlier run and will not lose pass-up privileges. (see 27)~~
33. The Station Agent shall be required to give an Operator the entire assignment over the telephone. A copy of the original board will be kept on file in the office.
34. An Operator calling in at least one (1) hour and fifteen (15) minutes (75 minutes) before a road relief on their initial assignment or an Operator calling in at least thirty (30) minutes before a garage sign-in on their initial assignment will not be penalized with an oversleep. (Intent is not to abuse call in privileges.)
35. No Operator will be required to use their personal transportation to make road reliefs.
36. When Mini-Run Operators are promoted to full-time Operators within a current sign-up, they will be assigned to an extra board with split any two (split or consecutive) days as RDOs.
37. Station Agents shall not be allowed to hold work open when the Station Agent knows an Operator will be late.
38. Extra board Operators have the option to turn down (T.D.) runs on their regular day off.
39. The Boardperson will double check the Board before it is hung when it is being made out by a trainee. All effort will be made to hang the Board by 12:00 noon.
40. An extra board Operator will be allowed to T.D. part of their assignment in order to attend sign-up, then check back with the Station Agent. (Intent is for Operator to maintain as much work as possible.)
41. Open work pads will be covered and not seen by report Operator. (In case of dispute, liaison officer will be allowed to look at pad.)
42. After working twelve (12) hours, extra board Operators will be allowed to T.D. without penalty. The twelve (12) hours will include actual time on report, and actual time driving, including paid dead-head time.
43. When a report Operator catches work that is less than 8 hours, the Station Agent has the option to modify or add additional work to meet the business needs of the District. ~~When a two piece Mini Run is overslept, the report Operator who catches it has the option of working both pieces but is not guaranteed eight (8) hours for such work or relieved from their twelve (12) hour obligation. Additional work can be assigned in one of two ways. If the Operator wished to give up the p.m. part and is needed for earlier work by the Station Agent, they will go back up in accordance with Rule 11. If they wish to keep both parts, additional work may be made in between the two pieces or after the p.m. part is completed. The report Operator will be expected to inform the Station Agent of their decision upon completing the a.m. part of the Mini Run. If the Operator does not receive additional work between the two parts, they will also need to check with the Station Agent upon completing the p.m. part. Any Mini Run assignment worked by an extra board Operator will be subject~~

~~to the eight (8) hour guarantee if no other work is added to it. A Mini-Run assignment will be paid actual time worked only if the Operator requests and is granted a T.D. to do that work only. (Language from when MRO were <6 hours)~~

44. At any holiday sign-up, we will have an extra list to sign on. Any Operator at the sign-up can sign on the extra list for the holiday. The red line will be at the top of the list for one (1) day. If any Operator wants to bid on any open extra or run, s/he may do so, seniority prevailing. The red line on the regular extra list will not change because of the holiday.
45. moved to Sign up
46. moved to Sign up
47. ~~If an Operator oversleeps and is called down to report on the a.m. extra list, they will keep anything they can catch, including a split day run. If they catch a tripper or do not go out, the Station Agent may give them whatever is left, whether it is a short tripper or a report. If there are no regular extra Operators left, the Station Agent may, if needed, give an earlier report. Covered by 14~~
48. After completing the work assigned on the sign-up board, an Operator will not then be penalized with a T.D.R. for refusal to do further work. Operators will not receive a T.D.R. for refusal to work days off unless given twenty-four (24) hours' notice. Any Operator turning down work will be penalized only for that amount turned down.
49. Both the original extra board and the completed extra board shall be copied and posted for everyone's observation for an additional twenty-four (24) hours.
50. Extra board rules shall be clarified and posted permanently in drivers' report room.
51. When a Division is out of help, an extra board Operator from another Division may be utilized to fill a tripper or full run but will operate from the Operator's own Division. Upon completion of the assigned tripper or full run, the Operator will be returned to their originating garage and fall back into their report order.
52. If during the course of the sign up a regular operator's work becomes vacant, the full assignment will be offered to the extra board at that garage and the most senior extra board operator expressing an interest will be assigned the work for the rest of the sign up. If no extra board operator expresses an interest, the work will be available to the next full time operator class.

7)

Section 2 – MINI-RUNS

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

8)

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

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

9)

Section 9 – LIGHT RAIL

Par. 1. When a light rail employee has been trained and has received an appointment to a regular position, the employee shall be on a probationary period of not to exceed ~~ninety (90)~~ 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.