

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is by and between ATU Division 757 and TriMet and is intended to and does resolved seniority for all persons employed as journey-worker positions currently or will be assigned to a journey-worker position following successful completion of an apprentice program.

The attached spreadsheet with tables shall be part of this memorandum and establish the seniority for each of the named persons. The spreadsheet shall control over any inconsistency (actual or alleged) with the foregoing terms: *(not attached)*

BUS MECHANICS

1. All outside hires, currently working as bus mechanics (going back to 2015) or hired into a bus mechanic position before the effective date of a successor agreement will be given a seniority rank behind those bus-apprentice graduates who started the apprenticeship before the bus mechanic’s hire.
2. Any outside hire returning to a bus mechanic position from another journey-worker position will have a seniority ranking behind any bus-apprentice graduate who started the apprentice program before the bus mechanic’s hire.

ALL OTHER (NON-BUS) JOURNEY WORKERS

3. All other outside Journey workers will maintain their current seniority ranking based on date of hire.
4. And during the term of this arrangement, (a) any employee moving into a non-bus mechanic position shall return to their current date-of-hire seniority ranking, and (b) any mechanic hired into a non-bus mechanic position shall have date-of-hire seniority rank.
5. Graduates from a non-bus apprentice program will have a seniority date or ranking based on date of sign up into the journey worker position. *(Jon – we can discuss the Facilities employee Kevin brought up who graduated early, but I think we have a practice)*

GENERAL TERMS

6. ATU agrees that no grievance shall be filed or pursued that is based on or arises from seniority placement or ranking consistent with this memorandum of understanding for any application of seniority.
7. This arrangement resolves seniority dates and ranking for journey-workers and apprentices employed through the date of a successor agreement becomes effective, whether through agreement and ratification or an interest arbitration award.
8. The parties agree that any proposal regarding seniority for journey-workers or apprentices in the ongoing successor bargaining shall be limited to those hired prospectively after a successor agreement becomes effective.
9. This arrangement is intended to fully satisfy the remedy ordered in UP-19-18, is not considered the status quo for interest arbitration purposes, and is binding and valid whether or not UP-019-18 is not reversed.

For ATU Div. 757

Date _____

By _____

For TriMet

DRAFT

1-21-21

By _____

Date _____