

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

## ARTICLE 1 – GENERAL PROVISIONS

### Section 1 – TERM OF AGREEMENT

#### Par. 1. Effective Date

This Agreement shall remain in effect from December 1, 20~~19~~<sup>16</sup>, through November 30, 20~~22~~<sup>19</sup>, 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. 2. Severability

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

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

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

- a. During the term of the labor agreement, either the Union or the District may call for labor/management meetings, as needed, for the purpose of discussing the relationship of the parties, improving communication, and addressing problems of mutual interest.
- 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. 1. Recognition

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

#### Par. 2. Membership

a. 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 numberchanges
  - 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 the 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 ~~whether the time was reasonable~~ 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.

#### **Par. 4. Compliance with Law**

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

#### **Par. 5. Affirmative Action**

- a. The District and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Union will support the District's efforts to implement a policy and practice of Affirmative Action to correct the effects of any past discrimination and to provide the fullest opportunity for minorities and females to participate in all levels of employment with the District.
- b. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

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

**Par. 1.** It is hereby agreed that the properly accredited ~~officers~~ 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 g~~ 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.~~

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

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

#### **Section 4 – DISCIPLINE**

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

**Par 2.** 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 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.** 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.~~

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

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

#### **Step 1**

...be referred in writing to the appropriate Department Director, or his/her designee, no later than the 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. 7.** The parties in Step 1, by mutual agreement in writing, may extend the time limit specified in Step 1 for a period not to exceed twenty (20) days.

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

#### **Section 5 – NO STRIKE, NO LOCKOUT**

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

#### **Section 6 – OVERTIME**

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

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

#### **Section 7 – VACATIONS**

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

- a. After one (1) year of continuous service – one (1) week
- b. After two (2) years of continuous service – two (2) weeks

- c. After five (5) years and less than nine (9) years of continuous service – three (3) weeks
- d. After nine (9) years and less than fifteen (15) years of continuous service – four (4) weeks
- e. After fifteen (15) years and less than twenty-four (24) years of continuous service – five (5) weeks
- f. After twenty-four (24) years of continuous service – six (6) weeks

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

- a. If the employee's first date of last employment by the District or its predecessor was prior to July 1, 1971, their vacation base year shall be the 12-month period following their anniversary date of last employment each year.
- b. If the employee's date of employment by the District is July 1, 1971, or thereafter, their vacation base year shall be from April 1, following their date of employment through the following March 31. Effective April 1, 1976 employees in this category shall accumulate vacation eligibility from date of hire. Such vacation may be taken following the employee's anniversary date provided they have complied with the vacation sign-up procedures of the District.
  - 1. Employees in this category shall be permitted to take a paid vacation after completion of a base year of service. Employees who have not completed this base year of service on April 1 following date of employment and are, therefore, not qualified for a paid vacation, may elect to receive either (a) a cash settlement of 1/365 of forty (40) hours pay for each day from date of employment until following March 31, payable on the first regular payday after the first anniversary of employment, or (b) time off in lieu of the payment described in (a) above. Time off will be given in increments of full days only, and a cash settlement will be made for remaining periods of less than a full day.

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

- a. The vacation period shall extend from April 1 of any year to March 31 of the succeeding year.
- b. Vacation pay shall be paid at regular pay periods. Vacations shall be calculated on the basis of forty (40) hours pay per week of vacation.
- c. Any employee who has voluntarily been absent from work more than ten percent (10%) of the 12-month period preceding the start of the normal vacation period shall have deducted from their vacation allowance one-twelfth (1/12) of their normal vacation allowance for each month or fraction thereof they have voluntarily been absent from work.
- d. Employees must return to work after their regular vacation period and be working at the next regular payday before vacation pay will be allowed.
- e. Notwithstanding the provisions of subparagraph (d), above, employees otherwise qualifying for vacation will be paid for such vacation upon resignation or discharge from the District if such termination is effective prior to the date the employee has actually received such vacation.
- f. Any employee who has worked twelve (12) or more months, who is laid off, or discharged, or who resigns, retires, or enters military service, shall be allowed a prorated vacation.
- g. No vacation pay eligibility shall be earned or credited due to absences from work due to layoff. No vacation pay eligibility shall be earned or credited due to absence from work due to sickness or non-occupational accident after six (6) months.

- h. An employee who is off due to industrial injury, or aggravation of that injury, will stop accruing vacation credits after one (1) year from the original date of injury provided, however, that should the employee suffer an aggravation of such injury during the second year after the original date of injury, that employee will be entitled to accrue vacation credits during that second year for an additional period of six (6) months less the amount of time off due to that injury or its aggravation in excess of six (6) months during the first year following the original date of injury.
- i. The District shall make available sixty-five (65) vacation weeks during the summer sign-up which is based on the beginning and ending of the school year; provided, however, that the amount of vacation weeks available during this period shall be at least ten (10) weeks higher than the number of vacation weeks available at every other time throughout the year. Additional weeks may be added at the discretion of the District. The scheduling of such additional weeks will not bind the District to offer a like amount in subsequent years.
- j. Employees who came directly from Vancouver-Portland Bus Company to the District and who are employed by the District as of April 1, 1979, are to receive past service credit for vacation purposes.
- 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.<sup>1</sup>](#)
- l. All salaried classifications shall be permitted to carry over up to two (2) weeks of vacation each 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](#) 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.
- n. Maintenance employees will be allowed to carry over up to two (2) weeks of vacation annually.
- o. Employees may choose the order in which paid leave hours shall be applied to FMLA/OFLA leave. Employees who take FMLA/OFLA leave to (1) care for a family member with a serious health condition, (2) recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position, (3) to care for a child of the employee who is suffering from an illness, injury, or condition that is not a serious health condition but that requires home care, (4) to care for a spouse, son, daughter, parent, or next of kin who is a covered service member, or (5) to attend a funeral or memorial service for a family member, make arrangements necessitated by the death of a family member, or to grieve the death of the family member are required to exhaust all paid leave hours (sick, vacation, floating holidays, and birthday) at the beginning of the FMLA/OFLA leave. Employees who take FMLA/OFLA leave for (1) the birth of a child, (2) the placement of a child for adoption or foster care, or (3) a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or has been notified of an impending call to active duty are required to exhaust all paid vacation and floating holiday and

birthday leave hours at the beginning of the FMLA/OFLA leave. While not required to do so, employees may elect to use paid sick leave for such leaves. For purposes of this paragraph, “family member,” and “serious health condition” are used as defined in FMLA/OFLA.

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

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

- p. If any employee is unable to take a previously scheduled vacation or is unable to schedule a vacation before the end of the vacation calendar year due to an industrial injury, s/he will be paid for the vacation hours that s/he otherwise would have lost and have his/her vacation bank reduced accordingly.

## **Section 8 – HOLIDAYS**

**Par. 1.** Whenever in this Agreement premium time is specified for, or working conditions based on work performed on holidays, it shall be construed to mean work performed on New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Veteran’s Day Holiday for Veterans will be observed as provided by Oregon law. Whenever any of the above-named holidays falls on a Sunday, the following Monday shall be observed as such holidays. Employees (other than Mini-Run Operators, who are discussed in Article 2, Section 2, Paragraph 6) shall receive eight (8) hours pay at their regular straight-time rate for each of such paid holidays, except that if an employee performs work on a paid holiday, they shall receive holiday pay as computed above, in addition to their pay for the time actually worked, which shall be at the employee’s overtime rate. Notwithstanding the foregoing, the following applies to employees (other than Mini-Run Operators, which is discussed in Article 2, Section 2, Paragraph 6) who normally work a 4-10 shift: If the holiday falls on their day off, they will be paid 8 hours holiday pay. If the holiday falls on their normal day to work, but they take the day off, they will be paid 10 hours holiday pay. If the employee works the holiday, they will receive 10 hours pay plus 8 hours holiday pay. They must work 10 hours. An employee’s birthday is a holiday for that employee.

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

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

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

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

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

**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.<sup>2</sup> Notice of intent to waive holiday pay shall be given in the manner designated by the District.

## **Section 9 – HEALTH AND WELFARE BENEFITS**

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

- a. Subject to Par. 1(b)-(f) of this section, the District shall contribute ninety five percent (95%) of the cost for each tier of coverage in the primary 80/20 PPO or \$10 HMO co-pay medical plan and the prescription drug, dental and vision care plans for each tier of coverage(single, single + 1, single + children, family). 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.

- b. For those retired employees who left the service of the District prior to February 1, 1992, the District shall pay the full cost of providing these retirees and their dependents with medical, prescription drug, vision benefits and dental (retiree and spouse only), not including orthodonture available under the health and welfare plan in place at that time.
- c. Employees who retired on or after February 1, 1992 and hired on or before October 24, 2014, and who retire on or after that date shall receive the same health benefits until age 65 that is available to active employees and their spouses, excluding orthodonture and dental coverage for dependent children.
  1. All retirees and their spouses, surviving spouses, and dependents must enroll in and maintain Medicare parts A & B insurance coverage as soon as they become Medicare eligible due to age or disability. If an employee does not qualify as having “current employment status” under the Medicare Secondary Payer rules (a “non-active employee”) and the non-active employee or his or her dependent becomes Medicare-eligible due to disability, that non-active employee or dependent must enroll in Medicare parts A & B insurance coverage as soon as 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 as the active employee healthcare plan designs. Having enrolled in Medicare and a Medicare Advantage plan and upon providing written confirmation of these enrollments, the District will reimburse the non-active employee, retiree, spouse, surviving spouse or dependent the actual cost of the Medicare Part B monthly premium. Retirees who become Medicare eligible after July 1, 2000 and who enroll in Medicare as set forth above will be reimbursed to that date of enrollment.
    - i. Instead of electing coverage under a Medicare Advantage and a dental plan, a retiree or surviving spouse may elect to receive reimbursement for the actual cost of the Medicare Part B premium and a stipend contributed by the District to the retiree’s health reimbursement account (RHRA). Once the Medicare Part B/stipend election is made, the retiree must continue with that election and has no right to revert back to enrolling in a Medicare Advantage plan and dental plan. The amount of the monthly stipend for 2015 shall be \$417.36 (single) and \$828.47 (single + spouse), which is the average of the PPO and HMO Medicare Advantage plans, including dental. The stipend shall be increased by CPI-W West (B/C) (populations under 1.5 million) Portland at the beginning of each benefit year.

- ii. Notwithstanding the foregoing, a non-active employee who is eligible for Medicare due to disability and who has coverage (as described in paragraph 1.a.) as a spouse (or domestic partner) of an active employee above may elect not to enroll in Medicare and a Medicare Advantage plan. If such an election is made, the non-active employee shall not be entitled to the reimbursement or monthly stipend described in paragraphs 1c2 and 1c2(i) above.
  3. If a Medicare eligible non-active employee, retiree, spouse, surviving spouse or dependent resides outside the service coverage area of the available Medicare Advantage Plans, the District will continue to offer the active plan that provides out-of-area coverage. The District will reimburse the non-active employee, retiree, spouse, surviving spouse, or dependent the actual cost of the Medicare Part B monthly premium. At the first available opportunity after Medicare Advantage plan becomes available to non-active employees, retirees, spouses, surviving spouses, or dependents currently residing outside the service coverage area, the non-active employee, retiree, spouse, surviving spouse, or dependent must enroll in the Medicare Advantage plans.
  4. For those non-active employees, retirees, spouses, surviving spouses, or dependents who were Medicare eligible before July 1, 2000 (excluding the grandfathered group who retired prior to February 1, 1992 and those identified in item 3 above), and who opted to remain on the active, non-Medicare Advantage plan, pursuant to the August 28, 2000 Agreement, they must enroll in a provided Medicare Advantage plan, currently Kaiser Permanente Senior Advantage (HMO) and United Healthcare (HMO).
  5. The reimbursement of the actual cost of the Medicare Part B monthly premium will be included as an adjustment in the retiree's monthly pension check or the non-active employee's disability check, or, if none, by other direct payment. This adjustment will not be subject to the cost of living increases provided to the pension portion of the check.
  6. If a retiree is eligible, it is understood and agreed that the benefit levels combining Medicare with the provided Medicare Advantage plans will provide reasonably the same benefit levels provided to active employees. Should Medicare decrease any benefit levels, the District will adjust the retiree health plans to ensure reasonably the same benefits enjoyed by active employees.
- d. The medical coverage of the spouse and dependents of a retired employee shall continue for (16) years from the date of death of said retiree. The medical coverage of the spouse and dependents of an active employee shall continue for one (1) year after death of said employee.
  - e. Employees hired on or after 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.
  - f. Mini-Run Operator Coverage. Mini-Run Operators, after completing thirty (30) days of employment, will receive the same medical, prescription drug, dental and vision benefits as

regular full-time employees.

## Par. 2. Benefits Coordinator

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

## Par. 3. Employee Assistance Program

- a. The 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;~~
- 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.~~

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

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

- a. All active full-time employees will be covered by a \$25,000 Group Life Insurance policy, which will provide a double indemnity benefit in the event of accidental death. Mini-Run Operators shall be covered by a like policy, valued at \$18,250. Employees retired prior to July 1, 1971 will continue to receive \$1,500 life insurance. Upon the date of ratification of this agreement, March 24, 1999, Employees who have retired since July 1, 1971, will receive \$10,000 life insurance.
- b. A ~~\$150.00~~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.
- c. These benefits will also be payable to employees on maternity leave of absence.

- d. The extended sick leave benefit will not become payable until after the sick leave benefits described in Paragraph 5 below is exhausted. Under no circumstances will benefits under this provision and sick leave benefits be applicable at the same time.
- e. All employees on extended sick leave shall report to the Department Manager, if physically able, at least once every two (2) weeks, and be under the care of a registered physician at all times.
- f. The District will pay one hundred percent (100%) of the premium for Life and Accidental Death & Dismemberment (AD&D) and Sickness Insurance for all active full-time and Mini-Run Operator employees and retirees.
- g. The claims administration of these benefits will be the same or better than presently provided.

**Par. 5. Sick Pay**

- a. Sick leave is to be used for only the following purposes:
  - 1. For an employee's mental or physical illness, injury, or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
  - 2. For care of a family member with a mental or physical illness, injury, or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care;
  - 3. For any other purpose specified in ORS 659A.159 (Oregon Family Leave Act);
  - 4. For a purpose specified in ORS 659A.272 (domestic violence; harassment; sexual assault; stalking);
  - 5. In the event of a public health emergency. For purposes of this subsection, a public health emergency includes, but is not limited to:
    - i. Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
    - ii. A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
    - iii. The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.
  - 6. If the reason for the sick leave is also eligible for leave under the Oregon Family Leave Act or the Domestic Violence Leave law, the leave will run concurrent.
  - 7. Absence for any other reason will not qualify an employee for sick pay. The ability to work regularly is a requirement for continued employment with the District. This expectation will govern decisions on employees who are absent repeatedly. Abuse of sick leave may result in disciplinary action.

- b. Employees are required to give notice of the need for sick leave to their manager or immediate supervisor by phone or in person. Employees are required to make a reasonable attempt not to schedule medical appointments during the relevant department peak business hours, when work is time-sensitive, or when mandatory meetings are scheduled.

If the need to use sick time is foreseeable, the employee must provide reasonable advance notice of the employee's intention to use sick time, not to exceed 10 calendar days, prior to the date the sick time is to begin or as soon as otherwise practicable. The employee shall make a reasonable attempt to schedule the use of sick time in a manner that does not unduly disrupt the operations of the District.

If the need to use sick time is unforeseeable, such as an emergency, accident, or sudden illness, the employee shall provide notice before the employee's shift or as soon as practicable.

Failure to follow these scheduling or notification procedures may result in discipline.

- c. Employees covered by this Agreement will accrue sick leave beginning on the first day of employment, but are not eligible to use the accrued sick leave until the 91<sup>st</sup> day of employment. Any absences prior to the 91<sup>st</sup> day of employment are considered unexcused and may result in time loss. Sick leave will accrue at the rate of one (1) hour for each 20 accumulated straight-time pay hours to the maximum accumulated sick leave (for Mini-Run Operators, see Article 2, Section 2).

For purposes of this provision, straight time pay hours shall include, in addition to straight time pay hours worked, spread-time hours worked (the combination of straight-time and spread-overtime may not exceed 8 hours per day), time paid for vacations, holidays, jury duty, funeral leave, and military service, as well as days off up to fifty-six (56) hours due to authorized leave of absence. Absence due to illness will not be deemed an authorized leave of absence for this purpose.

- d. Sick leave must be taken in hourly increments, up to the employee's daily guarantee when marking off sick.
- d. Employees will not be disciplined for taking any of the first 40 hours of sick leave during the 12-month period beginning on January 1 of every calendar year.
- e. Upon reaching the earliest date when an employee could elect to retire and receive pension benefits, or upon suffering a permanent disability, an employee who has completed at least ten (10) years of continuous service as provided under Paragraph 2(a) of the Pension Plan and Permanent Disability Agreement between the parties, effective December 1, 1998, will have all unused accumulated sick leave up to the maximum accumulated sick leave converted to provide additional monthly pension benefits, computed at the rate of \$0.30 per hour for each such hour of unused, accrued sick leave.
- f. When an employee whose employment with the District terminates before reaching the earliest date when an employee could elect to retire and receive pension benefits, and who has completed at least ten (10) years of continuous service as provided under Paragraph 2(a) of the Pension Plan and Permanent Disability Agreement, the employee will be paid, within two weeks of the date of termination, 50 percent of any unused, accumulated sick leave up to the maximum accumulated sick leave.

- g. Every December the District will pay fifty percent (50%) of any unused accumulated sick leave eligible for payoff in the employee's sick bank that has accumulated in excess of the maximum accumulated sick leave.
- h. An employee who is absent due to non-occupational illness or accident on more than five (5) consecutive scheduled working days, may be required to submit verification from a health care provider of the need for the sick leave, or certification of the need for leave for purposes under ORS 659A.272 (domestic violence; harassment; sexual assault; stalking). If the need for sick leave is foreseeable and is projected to last more than five (5) scheduled workdays and an employee is required to provide notice, the District may require that verification or certification be provided before the sick leave commences or as soon as otherwise practicable. The District shall pay all reasonable costs incurred in providing medical verification or certification required, including lost wages and any out of pocket costs, including the deductible.
- i. If the employee commences sick leave without providing prior notice, medical verification shall be provided to the District within 15 calendar days after the District requests the verification, or certification under ORS 659A.280 (domestic violence; harassment; sexual assault; stalking) shall be provided to the District within a reasonable time after the employee receives the request for certification.
- j. Notwithstanding the foregoing, if the District suspects that an employee has established a pattern of abuse in using sick leave, including engaging in a pattern of abuse, the District may require verification from a health care provider of the employee to use sick leave, regardless of whether the employee has used sick leave for more than five (5) consecutive days. "Pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days, or paydays. Failure to follow these verification or certification procedures may result in discipline.
- k. Employees may use two (2) days sick leave per year (as measured by the vacation year) as personal days. Such time shall not count as lost time for purposes of the District's absenteeism policies. Employees may also use sick leave for qualifying absences under either of the federal or state family leave acts – Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA). Such time shall not count as lost time for purposes of the District's absenteeism policies.
- l. Effective 12/01/03, increase the maximum accumulated sick leave to 1450 hours; to 1500 hours effective 12/01/04; to 1550 hours effective 12/01/05; to 1600 hours effective 12/01/06; to 1650 hours effective 12/01/07; and to 1700 hours effective 12/01/08.
- n. An employee that is the subject of an assault, including spitting upon the operator, that requires medical treatment or that is referred to EAP by Safety and Security, shall be allowed to complete the remainder of his/her shift that day or to turn down the remainder of scheduled hours of work for that day without loss of pay or time loss. In such cases, the District will notify the Union.

**Par. 6. Workers' Compensation**

- a. Employees shall be covered by workers' compensation insurance.
- b. Any employee under a Workers' Compensation injury shall retain their rights of employment while under a doctor's care for such injury.
- c. All employees on Workers' Compensation leave shall report to their Department Manager if

physically able at least once every two (2) weeks and be under the care of a physician at all times.

**Par. 7. Death and Felonious Assault Insurance**

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

**Par. 8. Funeral/Memorial Leave**

Four (4) days leave with eight (8) hours pay at regular straight time rate will be granted each year to each employee for each death in their immediate family. Funeral/Memorial leave will be taken within 120 days of the death, or the public notice or record of that death. The employee has the responsibility to produce that public notice or record. "Immediate family" is defined as the parents, step-parents, children, step-children, spouse, grandparents, grandchildren, brothers, and sisters, and brothers-in-law, sisters-in-law, domestic partner of the employee and the employee's spouse or domestic partner. Mini-run Operators shall receive funeral/memorial leave pay according to their work schedule, as discussed in Article 2, Section 2, Paragraph 11.

**Section 10 – RETIREMENT PAY**

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

**Section 11 – PERMANENT DISABILITY**

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

**Section 12 – CONTINUOUS SERVICE DEFINITION**

**Par. 1.** Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, it shall be interpreted to mean employment without a break with the District, or with either Portland Traction Company, Rose City Transit Company, or the Blue Lines, where employee service was continuous through successive takeovers to the present. Employees who came directly from Vancouver-Portland Bus Company to the District and who are employed by the District as of April 1, 1979, are to receive past service credit for pension and vacation purposes.

**Par. 2.**

- a. Continuity of service shall be broken and seniority shall terminate:
  - 1. By resignation.
  - 2. By discharge.
  - 3. By failure to return to work from layoff within thirty (30) days when called.
  - 4. By absence without leave for five (5) days.
  - 5. By layoff of twelve (12) months or more.
- b. Continuity of service shall not be broken and seniority shall not terminate:
  - 1. By a layoff due to reduction in force of less than five (5) years.
  - 2. By an authorized leave of absence.

3. By a leave of absence to serve in the armed forces of the United States, as provided by law.
  4. By absence due to authorized vacation.
  5. By absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the District and the Union. The District shall provide thirty (30) days written notice of broken continuity of service and termination of seniority to the Union and the employee, at the employee's last known address. For the purposes of this Paragraph, a return to work shall not constitute a break in the period of absence until such time as the employee has completed thirty (30) calendar days in his/her regular work assignment. Time worked in light duty shall not be deemed time worked in the employee's regular work assignment. This provision shall not affect an employee's statutory right to reemployment in an available and suitable position. This time for continuous service as described in this paragraph may run concurrent with any other protected leaves an employee may qualify for, including FMLA, OFLA, and the ADA Amendments Act.
  6. By leave of absence of any duration to serve as an official of the Union.
  7. By promotion to a supervisory position with the District.
  8. By leave of absence to serve in the Oregon State Legislature.
- c. Continuity of service shall be broken:
- By granting leave of absence to work for the following organizations in excess of six months:
- Oregon State AFL-CIO
  - National AFL-CIO
  - Any Oregon County Labor Council
- Provided, however, seniority rights in choice of work and rate of pay only shall not terminate. Upon election or appointment to a job in these Associations, the officer or employee shall upon request be granted six (6) months leave of absence. If at the conclusion of six (6) months, the officer or employee continues in his/her position with these Associations, s/he shall lose all rights except his/her seniority in the choice of work and rate of pay.
- d. Upon retirement from such office, the employee shall be placed in his/her former position with the District if s/he is physically able to do the work, but his/her seniority shall apply only to choice of work and rate of pay and not to any other benefit. Upon retirement from such office, employee must elect to return within ninety (90) days.

### **Section 13 – SENIORITY PROVISIONS**

**Par. 1.** Any employee promoted to a clerical, supervisory, or other official position by the District shall retain seniority in the last position or classification worked prior to promotion. Any employee promoted to a non-union position shall retain said seniority for five (5) years from the date of their promotion.

**Par. 2.** Any employee who, after fifteen (15) years of continuous service as defined in Section 12, is laid off on account of inability to perform available work, shall be carried on the seniority list until they are placed on retirement as provided in Section 10 of this Agreement; provided, however, that such employee will be eligible for such retirement within five (5) years from the date of layoff, unless otherwise agreed upon by the District and the Union.

**Par. 3.** Employees who, by reason of long and faithful service for the District, have become unable to fill their usual positions shall be given preference in any work it has, that they are able to perform, and at reasonable wages, length of service considered.

#### **Section 14 – LAYOFF**

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

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

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

#### **Section 15 – SAFETY**

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

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

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

~~a. The District and the 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.~~

To be included as attachment at end of WWA:

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>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>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>WES Maintainers</u>	<u>12</u>		<u>10</u>		

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

## **Section 16 – JURY SERVICE PAY**

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

## **Section 17 – MODIFIED RETURN TO WORK**

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

- a. The work to which the employee is assigned shall be consistent with the terms of the doctor's work release.
- b. The employee shall be paid not less than 100 percent (100%) of the rate of pay of the employee's regular classification.
- c. If the job meets requirements (a) and (b) set forth above, there shall be no right of refusal.
- d. Hours worked under such assignments will be considered "productive hours" in the computation and eligibility for fringe benefit pay and accruals.
- e. Time worked on such assignment shall be considered as any other time worked for seniority purposes.
- f. Alternate Work Assignments – If the District has alternate work assignments greater than what the number of scheduled light duty employees can accomplish, the District shall attempt to make such work available to employees who are off work due to off-the-job injuries on a case-by-case basis. In assigning such work, the District will determine the employee's suitability to perform such work based on the employee's submission of their physician's release to work document. The parties will meet to discuss the procedures by which this clause will be implemented.

## **Section 18 – FREE TRANSPORTATION**

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

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

or until remarriage.

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

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

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

### **Section 19 – OTHER PROVISIONS**

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

1 <sup>st</sup> 6 months	75% of top rate
2 <sup>nd</sup> 6 months	80% of top rate
3 <sup>rd</sup> 6 months	85% of top rate
4 <sup>th</sup> 6 months	90% of top rate
5 <sup>th</sup> 6 months	95% of top rate
Top Rate	100%

**Par. 2.** In the event an employee is on extended sick leave or absence due to industrial accident during that employee's scheduled vacation or on a holiday, the District will pay to the employee the difference between the amount being received by the employee as sick pay or as Workers' Compensation and the employee's regular rate of pay, i.e., the employee will receive 100 percent (100%) of the amount of pay that the employee would normally have received had the employee been on vacation or off on holiday involved.

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

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

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

**Par. 7.** The District shall purchase and affix Union member decals to all revenue vehicles. The District shall provide name tags or plates for operators to display, on a voluntary basis, while operating revenue vehicles.

**Par. 8.** Prior to the conclusion of these negotiations, the parties shall provide each other with any and all side letters, Memoranda of Understanding, or Supplemental Agreements which remain active and in effect. Any side letters, Memoranda of Understanding, or Supplemental Agreements not specifically identified by either party will be considered null and void.

**Par. 9.** The District shall include union employees in its current Section 125 benefit plan.

**~~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 \$55,000 annually on December 1, 2012, 2013, 2014 and 2015 only provided, however, that the District shall make no such annual payment if the cash balance exceeds \$100,000 as of the date payment is due.~~
- ~~c. — Funds paid by the District to the Union to provide a Child/Elder Care Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. In the event that the Union utilizes such money for purposes other than the provisions of a Child/Elder Care Assistance Program, the District's financial obligation shall immediately cease and the Union shall be solely liable and responsible for the provisions of the Child/Elder Care Assistance Program.~~
- ~~d. — The parties recognize that the District's obligation with respect to the selection and administration of a Child/Elder Care Assistance Program for eligible participants is limited solely to making payments to the Union for such purpose in the amount agreed to by the parties. The parties further recognize that no change in providers or benefits can in any way alter the District's financial obligation without the District's prior written consent. The Union shall exonerate, reimburse and hold harmless the District against any and all claims, expenses or liabilities in any way arising out of the selection, administration, operation and provision of a Child/Elder Care Assistance Program.~~

**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

- 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 ~~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.~~

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

**Par. 3. Extra Operators**

- a. Each extra board Operator shall be guaranteed a minimum of eight (8) hours of work time daily, but not to exceed five (5) days a week, provided they have accepted all work assigned. For each scheduled work day or portion thereof on which an extra Operator does not work his/her assignment, they shall lose his/her guarantee for that day and shall be paid only for time worked. Any portion of the time worked each day, after twelve (12) hours from first reporting, shall be paid at time and one-half.
- b. Extra Operators shall be marked up for work in rotation under the revolving system. Operators required to report shall be paid for actual reporting time if less than thirty (30) minutes. For reporting time of at least thirty (30) minutes but less than one (1) hour, they shall receive one (1) hour pay.
- c. No regular Operators shall be allowed to do extra work so long as extra Operators are available. The District shall endeavor to maintain an adequate extra list.

**Par. 4. Claims**

- a. Operators making out accident/incident reports shall exercise care. Operators shall be allowed actual straight time not to exceed forty-five (45) minutes for writing out each and every accident/incident report. Operators shall receive travel time in addition to the above when

required to travel to the office to make accident/incident reports. The District will pay mileage at the IRS authorized rate in effect at the time for the use of an employee's personal car on company business.

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

**Par. 5. Overtime**

- a. All working time above eight (8) hours, or any scheduled regular run of less than eight (8) hours in any twenty-four (24) hour period shall be paid for at the rate of time and one-half; provided, also, that if any Operator has worked a scheduled run of less than eight (8) hours and continues working in connection with said run, without a break, because of delays or oversleeps, time and one-half shall begin after completion of eight (8) hours work. It is understood and agreed that all scheduled runs with more than one (1) hour off duty shall be considered a break. Any Operator having completed a scheduled run of less than eight (8) hours who is used for any purpose whatsoever, that is not in connection with their completed run, shall be paid eight (8) hours and in addition, shall be paid for all time so used at the rate of time and one-half including report time. This shall also apply to time worked due to failure of a road relief or to additional work assigned by a Supervisor in the field.
- b. Any RDO work or extra work, for monthly-rated employees, that cannot be assigned on a straight-time basis shall be made available to regulars and extras in order of seniority. This provision shall apply to full shift overtime work.
- c. On all swing runs completed in excess of twelve (12) hours consecutive time, time and one-half will be allowed for all such time in excess of twelve (12) hours consecutive time.
- d. An Operator who has not been relieved at his/her normal relief point and relief time and who so notified the Station Agent is to be relieved within one (1) hour of such notification and, if not, to be paid at the rate of double time for all time worked after the expiration of that hour until the employee's next scheduled working time. If an Operator cannot make their next relief point because they have not been relieved at their normal relief point, they shall not receive less than their full run pay.
- e. Road Supervisors and Station Agents, including extras, shall be governed by the time and one-half provisions of this Agreement when assigned to Operator's work in addition to normal duties.
- f. All Operators, extra Operators, and Loaders assigned to regular runs, shall, insofar as operating conditions permit, be entitled to two (2) days off in seven (7); it is understood, however, that under emergency conditions, regular Operators and extra Operators may be called for work on their assigned days off after all possibilities in the extra list have been exhausted, but when so called, a minimum of eight (8) hours time will be allowed and paid for at time and one-half rate. When a new sign-up takes effect, any assigned days off conflicting therewith shall be cancelled.

**Par. 6. Off Duty**

- a. The District shall place in the office a book in which employees can register in ink or indelible pencil for the day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon, the name at the top of list to be the first employee off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one day previous to the date the employees wish to be off duty, with the understanding that the privilege is not to be abused by anyone. No Operator will be permitted

to register his/her name in said book more than one (1) month in advance except on holidays, in which case it will be permissible to register two (2) months in advance.

- b. The first employee off on any day shall be the employee who has chosen that particular day as his/her regular day off. On all other days, after his/her class of employee has been exhausted, other employees may be let off according to their position in the book.
- c. To determine which Operators, those on leave of absence excepted, will be off duty on all District holidays, the following procedures will apply: Operators may volunteer to work on a holiday by placing their name in the holiday book. Operators volunteering to work who normally work the day of the holiday will have first choice of shifts. Operators volunteering to work who normally are RDO the day of the holiday will have next choice of shifts. If there are insufficient volunteers, operators will be selected in order from the bottom of the seniority list. Employees who are RDO and do not volunteer will be bypassed in selection. Work assignments will be by seniority in each group: regular volunteers, RDO volunteers, regular forced. All requests are final when the holiday book is closed.
- d. Once Operators have used 40 hours of paid sick leave in any 12-month calendar period beginning January 1 and thereafter mark off sick one (1) or two (2) days before one of the seven national holidays, they must produce a doctor's certificate showing that sickness was real at the time of the absence.
  - 1. Operators laying off sick shall be required to report back not later than 10:00 AM the day before returning to work.
- e. No Operator shall be permitted to work for another Operator by individual bargain on holidays.
- f. For purposes of this paragraph, the minimum available weekday openings at each facility is as follows:

Center: 15  
Powell: 14  
Merlo: 10  
Ruby: 4  
Elmonica: 3

For purposes of this paragraph, the minimum available weekend openings at each facility is as follows:

Center: 11  
Powell: 11  
Merlo: 7  
Ruby: 3  
Elmonica: 2

The Union and the District will meet once annually to review and evaluate the minimum available openings for weekdays and weekends at each facility. Any change that is warranted will be memorialized in an MOA between the parties.

## 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. 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 charges 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 and the Union, the District may make minor changes in schedules without a sign-up.
- c. Regular Operators having no regular assigned runs on days when special schedules are used shall be assigned to work according to seniority, when so qualified, ahead of the extra list.
- d. On the day of Rose Festival Parade, Operators will be assigned a run on their same line as close to their original run as possible. In the event any Operator wishes to change his/her run for any other open run on the same line, s/he may do so by entering his/her request in Red Book. The Red Book will be closed by 10:00 AM the previous day. Requested open runs shall be assigned by Station Agents according to seniority.
- e. A member of the scheduling department and the Union transportation executive board officers will meet to review the sign-up prior to posting and to study and revise sign-up procedures and rules.
- f. A Union representative shall be present at all sign-ups to sign for employees unable to sign for themselves. The District shall pay for such attendance.
- 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. 8. Layoff

- a. Transportation Department seniority shall govern in laying off and reemployment of employees. Employees so laid off because of lack of work shall be returned in the inverse order in which they were laid off, as the need for their classification, or classification of work, permits.
- b. If the District curtails the number of employees in any job, the employee with the least seniority

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

**Par. 9. Other Provisions**

- a. All vehicles on the lines of the District shall be run by Operators should they be operated; and any other type of transportation service with the exception of elderly and disabled (paratransit) service; vehicles traveling between offices, shops, or garages of the District; supply and service trucks of the Maintenance, Facilities Maintenance, and Stores Departments, and delivery trips and necessary pull-ins.
- 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:

<b>Item:</b>	<b>Maximum Value:</b>
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 only for the purpose of completing initial and ongoing training including maintaining the manager's certification.

**Par. 10. Extra Board Rules**

**Assigning Work**

1. All extra work shall be assigned to the board before regular Operators receive overtime. Before regular Operators will be called in for RDO work, the extra board will be exhausted. All assigned work shall be paid as assigned.
2. When making up the board, all runs will be assigned before any overtime is added. The first run finished is the first marked up. If two (2) runs get off at the same time, the longest run shall be marked up first.
3. After the runs are assigned, 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.)
5. All RDOs assigned when the extra board is made out will be split days if at all practicable. The District will assign RDO work to the extra board and regular Operators according to past practice. All RDO work will be as close to eight (8) hours as possible and will be assigned in this order: split days, night runs, matinees, a.m. runs. Each category of run must be exhausted before assigning runs from the next.
- ~~6. Specials shall be marked up after extras unless they are specials expected to be out more than three (3) hours, and then they shall be worked with extras.~~
- ~~7. An effort will be made not to assign a.m. reports before a night run and p.m. reports after an a.m. run when the board is made out. If, however, this 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**

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

10. A report Operator shall be up until s/he has accumulated eight (8) hours pay. A pass up Operator shall also be up until s/he has accumulated eight (8) hours pay.
11. If a report Operator catches any short part, s/he shall fall back into first place if s/he does not have eight (8) hours work and returns before all other work is out. The next report Operator up for work that has been cut off in the a.m., will be brought back first. Extra board Operators who relieve on the road and are asked to "check back" will be permitted to call the Station Agent to see if they are needed to perform extra work.
12. In case of double covered run or errors, comparable work is work completed within two (2) hours of the original assignment. If the new assignment gets off two (2) hours past original assignment, the Operator may reject the additional assignment without penalty. If Operator is used for report, they go before pass-up Operators.
13. When reporting, an Operator shall receive actual time up to thirty (30) minutes. From thirty (30) minutes to fifty-nine (59) minutes, s/he shall receive one (1) hour. After one (1) hour, it will be actual time.
14. When any Operator oversleeps, their order on report shall be determined by the time they call the garage after oversleeping. They will be at the foot of the report list. If they are called ~~down 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.
15. When two (2) pieces of work go over at the same time, the first Operator up has the choice of work. If it is piece work, it would come under Rule 11.
16. When an Operator on report catches an a.m. run, the District will notify the Operator no later than two (2) hours prior to the end of his/her shift if the Operator is needed for additional work. Absent such notice, the Operator shall be under no obligation for such extra work.
17. Any work that comes open in the a.m. must be assigned before the first p.m. report and shall be given to the first Operator above the red line who is entitled to it and can be contacted by the Station Agent. (Intent is to contact next report Operator entitled to work.)
18. Where the need for an Operator to cover a road relief becomes known less than one (1) hour from the time of relief, it shall be considered an emergency (except for lines 70, 9, 17, and 67, also 19 when applicable); fifteen (15) minutes or less for runs relieved at or near the garage. Missed road reliefs will not be considered an emergency situation. (If lines change garages at a later date, the lines will be renegotiated.)
19. After all report Operators are exhausted, the next work shall go to the first available Operator above the report Operators.

### Pass-Ups

20. Operators taking a pass-up will follow the regular report Operators. ~~They~~ 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.~~

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

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

28.5 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.

### **Penalties**

29. If a Station Agent marks up a run in error, the Operator shall be paid for his/her run that s/he is marked up for or the run that pays the greater amount.

30. When a Station Agent makes an error, first operator hurt shall be paid. Only one (1) Operator will be penalized for oversleep on report.

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

### General

32. ~~Extra board Operators may request any run that is finished after midnight if they are entitled to an earlier run and will not lose pass-up privileges.~~
33. The Station Agent shall be required to give an Operator the entire assignment over the telephone. A copy of the original board will be kept on file in the office.
34. An Operator calling in at least one (1) hour and fifteen (15) minutes (75 minutes) before a road relief on their initial assignment or an Operator calling in at least thirty (30) minutes before a garage sign-in on their initial assignment will not be penalized with an oversleep. (Intent is not to abuse call in privileges.)
35. No Operator will be required to use their personal transportation to make road reliefs.
36. When Mini-Run Operators are promoted to full-time Operators within a current sign-up, they will be assigned to an extra board with either split days or two weekdays as RDOs.
37. Station Agents shall not be allowed to hold work open when the Station Agent knows an Operator will be late.
38. Extra board Operators have the option to T.D. runs on their regular day off.
39. The Boardperson will double check the Board before it is hung when it is being made out by a trainee. All effort will be made to hang the Board by 12:00 noon.
40. An extra board Operator will be allowed to 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 two piece Mini-Run is overslept, the report Operator who catches it has the option of working both pieces but is not guaranteed eight (8) hours for such work or relieved from their twelve (12) hour obligation. Additional work can be assigned in one of two ways. If the Operator wished to give up the p.m. part and is needed for earlier work by the Station Agent, they will go back up in accordance with Rule 11. If they wish to keep both parts, additional work may be made in between the two pieces or after the p.m. part is completed. The report Operator will be expected to inform the Station Agent of their decision upon completing the a.m. part of the Mini-Run. If the Operator does not receive additional work between the two parts, they will also need to check with the Station Agent upon completing the p.m. part. Any Mini-Run assignment worked by an extra board Operator will be subject to the eight (8) hour guarantee if no other work is added to it. A Mini-Run assignment will be paid actual time worked only if the Operator requests and is granted a T.D. to do that work only.

44. At any holiday sign-up, we will have an extra list to sign on. Any Operator at the sign-up can sign on the extra list for the holiday. The red line will be at the top of the list for one (1) day. If any Operator wants to bid on any open extra or run, s/he may do so, seniority prevailing. The red line on the regular extra list will not change because of the holiday.
45. Any time that any Operator signs on a vacation run they will sign on a run for each week. If in any week there is no vacation to sign on, they will take the extra list in their regular seniority for that week and rotate with the extra Operators.
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.
47. If an Operator oversleeps and is called down to report on the a.m. extra list, they will keep anything they can catch, including a split day run. If they catch a tripper or do not go out, the Station Agent may give them whatever is left, whether it is a short tripper or a report. If there are no regular extra Operators left, the Station Agent may, if needed, give an earlier report.
48. After completing the work assigned on the sign-up board, an Operator will not then be penalized with a 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.

**Par. 11. Extra Service**

- a. When a Division is out of help, an extra board Operator from another Division may be utilized but will operate from the Operator's own Division.
- b. Extra service buses and Operators located in the downtown area for breakdown, overload, or emergency situations may be used for such purposes for a Division other than the Division to which assigned when all such buses from the Division in which needed are in use. In such cases, Operators will not be penalized or reprimanded for lack of knowledge of a route for which not trained. Such extra service buses will be used for extra service work only, and the number of extra buses assigned by each Division shall be the same percentage of its runs as the percentage used by the other Divisions.

**Section 2 – MINI-RUNS**

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

**Par. 2.** A Mini-Run Operator's work must be completed within thirteen (13) hours from starting time;

spread-time penalty provisions shall not apply to Mini-Runs.

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

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

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

**Par. 6.** Mini-Run operators, their spouses and dependents shall receive free transportation passes after the Mini-Run Operator has completed their probationary period. Mini-Run Operators shall also receive pro rata pension rights based upon an accrual formula equal to seventy-five percent (75%) of the full-time rate. After completion of probation, Mini-Run Operators shall receive holiday pay at their regular straight-time rate for each paid holiday identified in Article 1, Section 8, Paragraph 1, as follows: Mini-Run Operators who elect a five (5) day shift shall receive eight (8) hours holiday pay; Mini-Run Operators who elect a four (4) day shift shall receive eight (8) hours holiday pay; Mini-Run Operators who elect a three (3) day shift shall receive ten (10) hours holiday pay. Notwithstanding the foregoing, if a Mini-Run Operator performs work on a paid holiday, they shall receive holiday pay as computed above, in addition to their pay for the time actually worked, which shall be at the employee's overtime rate. An employee's birthday is a holiday for that employee. Mini-Run Operators with twelve (12) months' service will receive vacation to be taken in the second year on the basis of five (5) hours per day. Vacation will be paid based on the individual's work assignment at the time vacation leave is taken up to the accrued amount. Mini-Run Operators with three (3) weeks' vacation available may choose to designate one (1) week to use one (1) day at a time. There will be a minimum of one (1) Mini-Runner to use a floating vacation day at each of the three bus garages. It is understood that based on the work site of the Mini-Run Operators, and the number of weeks withheld to be used one (1) day at a time, adjustments in the minimum allowed per garage may need to be made. A Mini-Run Operator with 6 months of continuous service shall be eligible, beginning on the first day of non-occupational accident and fourth day of non-occupational sickness, for extended sick leave benefits as provided under Article 1, Section 9, Paragraph 4(b), at the rate of \$90.00 per week. Mini-Run Operators will accrue sick leave on the basis of one (1) hour sick leave for every 20 accumulated straight-time pay hours. Mini-Run Operators shall begin accruing sick leave on the first day of employment, and are eligible to use sick leave as of the 91<sup>st</sup> day. Sick leave shall be paid based upon the individual's work assignment at the time sick leave is taken, up to the accrued amount. Sick leave must be taken in hourly increments, up to the employee's daily guarantee when marking off sick. Employees will not be disciplined for taking any of the first 40 hours of sick leave during the 12 - month calendar period beginning on January 1.

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

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

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

- a. When a Mini-Run Operator accepts the offer to enter light rail training, it will consist of seven weeks training at 40 hours per week. Trainees are paid at their regular Mini-Run Operator rate of pay during training. Upon completion of the seven weeks of training, based on staffing needs, Mini-run Operators will be returned to their part-time position. To retain their rail certification, they will complete one revenue trip per month with a regular Rail Operator. This trip shall be considered an extension of training and paid at the trainee's regular Mini-Run Operator rate of pay.
- b. When Mini-Run Operators are transferred to the LRV Operator position and establish seniority as a Rail Operator, they shall be paid at the LRV Operator rate of pay based on Article 9 pay scale. LRV Operators receive increases every six months until the top rate of pay is reached.
- c. Mini-Run Operators shall establish full-time Rail Operator seniority when they have been transferred to rail as a regular Light Rail Vehicle Operator.
- d. When the Mini-Run Operator completes LRV Operator training and returns to bus transportation, they will return in the seniority order where they were prior to entering LRV Operator training. If the opportunity arises during the time they are in LRV Operator training that would allow them to be promoted to full-time bus Operator, they will be notified through the regular posting process and the Mini-Run Operator must complete and submit the application slip for full-time status.
- e. When a Mini-Run Operator enters light rail training, they will continue to be covered as a Mini-Run Operator for purposes of medical/dental/vision benefits.
- f. If a holiday occurs during Rail Operator training, the holiday will be paid for at eight hours per day.

- g. If during Rail Operator training the Mini-Run Operator requires the use of paid sick leave, it will be paid at eight hours.
- h. When an Operator accepts the opportunity to enter rail operator training, and for the duration of the seven weeks of training, they are not allowed to take vacation. However, in the event that the Mini-Run Operator needs paid time off (FMLA/OFLA) for which they may be paid vacation, they will be paid based on their Mini-Run Operator vacation accrual at their current Mini-Run Operator rate of pay.
- i. Once these employees become regular full-time Rail or Bus Operators, the application of holiday, sick leave, vacation and benefit coverage will be the same as currently provided to all full-time Bus/Rail Operators.

**Par. 11.** 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).

Mini-Run Operator Vacation Relief Operators: Mini-Run Operator vacation relief can move back and forth from five-day, four-day, or three-day workweeks each week of the sign-up, if desired.

**Par. 12.** OFLA Eligibility for Mini-Run Operators. In addition to all other provisions of the Oregon Family Leave Act (OFLA), Mini-Run Operators who have been employed by the District consecutively for at least 180 days, and have averaged 20 hours of work in the preceding 180 days will be eligible for family leave as defined by OFLA.

**Par. 13.** When applying for promotions that require a given number of years of full-time operator experience, Mini-Run Operators will be credited 1 year of such service for every 2080 hours of working experience.

### **Section 3 – STATION AGENTS/CLERKS**

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

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

subject to qualification.

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

**Par. 4.** The District shall provide two (2) sign-ups per year: One effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) additional employee of the department.

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

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

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

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

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

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

**Par. 11.** All Station Agents working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of \$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 60 days after ratification of this agreement.

#### **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.

## **Section 5 – ROAD OPERATIONS**

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

- a. Extra Dispatchers shall work Extra Dispatcher work according to seniority established at date of qualification, when they are available, except in an emergency.
- b. Not to exceed two (2) regular Dispatchers shall be allowed off on each holiday. A drawing will be held to decide who will be off. Not to exceed two (2) regular Dispatchers shall be on vacation at the same time. Regular days off will not be counted in determining the number of Dispatchers who will be allowed to take vacations and holidays at one time.
- c. Extra Dispatcher seniority will commence with the shift that the Dispatcher actually takes over the job and not necessarily the first time s/he works the job; the intent being that the employee must be actually qualified to take over the job before his/her seniority commences.
- d. The District shall provide two (2) sign-ups per year: One effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) additional employee of the department. Sign-ups for Dispatchers shall become effective one (1) week prior to the effective date of Operator sign-ups.
- e. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment.
- f. The District will provide training on all existing and new equipment pertaining to an employee's assigned job function. Dispatchers shall receive update training at reasonable intervals.
- g. The District may schedule four (4) 10-hour day workweeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.
- h. All Dispatchers and Controllers 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 only on the base rate. This change in night shift differential shall be effective no later than 60 days after ratification of this agreement.
- i. All Dispatchers shall receive a thirty (30) minute paid lunch period within their shift.
- j. When a Dispatcher is qualified for such job and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation periods, holiday time off, layoff, and

recall.

j.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.
- b. Road Supervisors and Extra Road Supervisors assigned to car shifts may be required to carry and use screw drivers, crescent wrenches, and chain tools for minor road adjustments, automatic reset button, tighten or remove chains causing damage, tighten mirrors, fix window clips.
- c. The District shall provide two (2) sign-ups per year: one effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) employee of the department. Sign-ups for Road Supervisors shall become effective one (1) week prior to the effective date of Operator sign-ups.
- d. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by promotion.
- e. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.
- f. The District may schedule four (4) 10-hour day workweeks. 10-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.
- g. All Road, Rail, and Lead 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 only on the base rate. This change in night shift differential shall be effective no later than 60 days after ratification of this agreement.
- h. When a Road Supervisor is qualified for such jobs and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation period, holiday time off, layoff, and recall.

**Section 6 – FARE INSPECTORS**

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

**Par. 2.** The District will provide rain gear and winter coats to Fare Inspectors once every three years.

**Par. 3.** Fare Inspectors and those performing fare inspection as part of their work duties will be provided with up to eight hours of specific annual training in how to safely defuse and respond to hostile confrontations.

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. 1.** All Extra Road Supervisors, Dispatchers, and Station Agents shall have an extra list to sign on when qualified for any of the above stated jobs, and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.

**Par. 2.** Work assignments for all extra lists in the Transportation Department, including but not limited to Extra Fare Inspector, Extra Station Agents, and Extra Road Supervisors shall be by the use of a rotating red line as on the Operator Extra Board.

**Par. 3.** The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment. This shall include, but not be limited to, newly appointed Road Supervisors and Training Supervisors.

**Par. 4.** Sign-ups for Road Supervisors, Training Supervisors, Dispatchers, Fare Inspectors, and Station Agents, shall become effective one (1) week prior to the effective date of Operator sign-ups.

**Par. 5.** Employees breaking in as Supervisors, Station Agents, Dispatchers, or Training Supervisors will receive their regular rate during the break-in period.

**Par. 6.** Inherent in the desire of both the District and the Union to increase ridership is the accompanying requirement of flexibility in the operation of Alternative Transportation Service (ATS). This may include Mini-Run Operators bidding different hours each day during the week but with two (2) scheduled days off, the transfer of service between shuttle and big bus, and run hours as required (within the 30-hour weekly maximum for Mini-Run). Full-time Operator runs may also include ATS work. In the event of any dispute between the parties with respect to the interpretation or implementation of this Paragraph, the dispute will be resolved pursuant to the dispute resolution procedure of the Agreement set forth in Article 1, Section 3.

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

**Par. 2.** The District will provide a \$350.00 annual allowance for the purchase of approved uniform items from the District's authorized vendor, for the employee's use. If an employee has failed to use the entire allowance s/he may carry over the unused amount to the following year.

**Par. 3.** All employees' uniform anniversary dates shall be April 1 of each calendar year. Employees' eligibility for uniforms shall be from April 1 to March 31 of each year.

**Par. 4.** Rail Operators, Light Rail Supervisors, Bus Operators, Bus Supervisors, and ~~Light Rail~~ Training Supervisors-Instructors 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.

**Par. 5.** Newly hired employees shall be entitled to a pro-rated uniform allowance based on months

worked between the end of their probationary period and the next April 1<sup>st</sup>. The dollar amount in force for the year of hire shall be the basis for pro-rating. New employees shall carryover any amount not used to their next uniform year. This pro-rated amount shall be credited to each employee's allowance at the end of his/her probationary period.

**Par. 6.** If employee leaves the employment of the District, the uniform that has been purchased fully by the District will remain the property of the District.

**Par. 7.** In addition to or as part of the initial issue, rain gear and a winter coat shall be furnished to all Road, Rail and Training Supervisors.

**Par. 8.** In addition to the District logo, transportation department employees will be permitted to wear (on a voluntary basis) a jointly created Union/District patch, which may be purchased through the uniform allowance.

**Par. 9.** Classifications currently eligible to receive the existing uniform allowance may use that allowance to purchase shoes or boots authorized by the District.

## **Section 9 – LIGHT RAIL**

### **Par. 1.**

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/rcminders, 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. 2.**

a. Light rail employees assigned for regular work will hold LRT seniority based upon their respective District seniority. Thereafter, employees shall establish seniority in light rail based upon successful completion of training in order of rail operator certification card number.

b. When Rail Operator trainees complete the training program successfully and qualify as Rail Operators, each graduate of the training program will receive a rail operator certification card that includes the date of certification and a certification number. The certification number shall be sequenced:

1. In relative seniority by qualifying date – graduates of each training class receive higher certificate numbers than graduates of previous training classes.
2. In relative seniority of Operators within each training class, the highest seniority operator in each class receives the lowest certificate number relative to that class.

3. Mini-Run Operators promoted to full-time Rail Operators shall have the right to return to their previous part-time seniority within 24 months, but upon doing so shall forfeit their light rail seniority.

**Par. 3.**

- a. Rail Operators shall be selected for training from qualified Bus Operators, by order of seniority. For the initial Rail Operator training program, Bus Operators shall be assigned to the Rail Transportation Department with no change in pay scale. Rail Operator trainees forfeit their right to work as Bus Operators for the duration of their assignment to Rail Transportation.
- b. All transportation Operators who bid positions in Light Rail will be committed to the Light Rail Division for at least one (1) year full-time continued service, except for medical reasons. Operators who wish to return to the Bus Division may do so ~~on the effective date of their spring sign-up~~, provided that the employee gives written notice of his/her intention to do so 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.
- c. If a Rail Operator leaves that classification for any reason, accrued rail seniority shall be forfeited. Any subsequent return to the Light Rail Division as an Operator would be considered a reapplication and rail seniority would start over.

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

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

- a. Rail Supervisors shall maintain their certification to operate LRVs on mainline tracks for the purpose of keeping the LRT system moving and operational. In the event a Rail Supervisor is forced into revenue service independently, the District shall make every effort to replace the supervisor with an extra board Operator as soon as possible.
- b. LRVs being tested on mainline tracks shall be operated by certified Rail Operators. When testing is conducted within the rail yards, certified mechanics/technicians as well as Operators may operate test LRVs.

**Par. 6.** Operators will be required to perform certain tasks (minor troubleshooting such as opening panel, resetting switch, pushing buttons) and shall be trained by the District so as to be able to do so in order to maintain service. LRV Operators will be paid an allowance for each time they are required to manually raise or lower a pantograph, manually retract a bridgeplate, or release brakes. The allowance shall be \$25.00 for bridgeplate retraction, \$50.00 for pantograph raising or lowering, and \$10.00 for brake releasing.

**Par. 7.** When new rail lines are under construction, engineers, construction managers, and other parties associated with the construction project will require trains to operate under specific rules and orders in the role of project support. These activities will typically be intermittent, and take place many months before the new line is safety certified, turned over to District operations, and opened to revenue service. Extra board Operators will be trained to provide this project support as information is made available to

the Rail Transportation Training Department. Preview rides, or exclusive tours of the new rail line shall be assigned only to Operators who have actually operated over the new sections of track and are certified by the training department to carry customers. These provisions are for insuring safe train operation through construction projects and imply that the training of Operators shall begin with a few and grow to the large body of extra board Operators as the pace of work allows. The District shall make every effort to include the larger body of extra board Operators as quickly as possible.

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

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

- a. The Light Rail Transportation and Maintenance Departments may appoint Rail Operators, Rail Supervisors, Rail Controllers and Rail Maintenance Journey-workers as Training Assistants on a temporary basis. Training Assistant position opportunities will be posted, and a selection process will be used to select employees for these temporary positions. Selection as Training Assistants will be for a 12-month period. The twelve-month term for Training Assistants will be determined each year based on the business need as identified by the individually affected departments. Training Assistants will receive a \$1.75-an-hour premium when performing Training Assistant duties, except that a Training Assistant who is an Assistant Supervisor in maintenance will receive a \$1.00-an-hour premium when performing Training Assistant duties. Training Assistant duty assignments from within a classification will be made on the basis of seniority. Except in emergencies, at least one week's notice will be given for an upcoming training assignment, including work hours and locations that may be different than the employee's regular work, depending on the needs of the training program.
- b. When the classification of Training Assistant for Rail Operators is posted, the posting shall include the following information:
  1. If a Rail Operator will perform exclusively as a Training Assistant during the course of an entire sign-up, the Rail Operator will not sign up as a Rail Operator and will not be allowed to sign for Rail Operator RDO or holiday work.
  2. Any paid time off occurring within the sign-up where the Operator is performing exclusively as a Training Assistant will be paid at the Training Assistant rate.
  3. If there is a need for Rail Operators to perform exclusively as Training Assistants during the entire sign-up, it will be so noted on the sign-up posting. Those assignments will be offered by seniority.
- c. This provision provides a mechanism for Transportation and Maintenance employees in Light Rail Operations to occasionally augment non-represented staff for the giving or development of formal job-related training. This provision does not change any existing provisions of this Agreement, including Rail Operator break-in training (Article 2, Section 1, Paragraph 2c).

**Par. 10. Rail Allowances**

- a. The purpose of the rail operation allowance represents compensation for the inconvenience associated with the rail relief. These payments shall not be considered as pay for time worked for any purpose. This applies to the unique circumstances pertaining to the District’s rail system.
- b. Rail Operation Allowance shall be as agreed upon between the District and the Union. (see Road Relief table)

From:	Elmonica:	Ruby:
<b>To:</b>		
Beaverton Transit Center	\$3.50	N/A
11 <sup>th</sup> Avenue Terminus	\$8.00	\$15.00
Gateway Transit Center	\$15.00	\$8.00
Rose Quarter Transit Center	\$10.00	\$10.00
Rose Quarter Interstate	\$10.00	\$10.00
Cleveland Avenue		\$ 6.00

- ~~c. 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 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.~~

**Section 10 – Rail Operations**

**Par 1. Rail Controllers**

- a. Not to exceed four (4) regular Rail Controllers per day shall be guaranteed time off for vacation, birthday, or floating holiday, not to exceed two (2) Rail Controllers off per shift.
- b. Rail Controller seniority will commence with the date listed on the personnel order promoting them to Rail Controller. Seniority within a class is based on their rail operator seniority at the time they enter Rail Controller training.
- c. The District shall provide two (2) sign-ups per year: One effective in Spring and one effective in Fall to coincide with Operator sign-ups. 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. Sign-ups for Rail Controllers shall become effective one (1) week prior to the effective date of the Operator sign-ups.
- d. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment.
- e. The District will provide training on all existing and new equipment pertaining to an employee’s assigned job function. Rail Controllers shall receive updated training at reasonable intervals.
- f. All Rail Controllers shall receive a thirty (30) minute paid lunch period within their shift.
- g. When a Rail Controller is qualified for such job and has received an appointment to a regular

position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation periods, holiday time off, layoff, and recall.

- h. If at any time a Rail Controller elects to return back to his/her prior position or to transfer or promote to another position within the District, and it would cause a hardship on the District to allow such a move, the District may require the Rail Controller to remain in his/her current position until such time that the hardship no longer exists. In no case, however, will a Rail Controller be prevented from making such a move for longer than three (3) months. This provision applies equally to Dispatchers.

**Par 2. Rail Supervisors**

- a. Rail Supervisors may be required to carry and use tools for minor rail adjustments.
- 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.
- c. Rail Supervisor seniority will commence with the date listed on their personnel order promoting them to Rail Supervisor. Seniority within a class is based on their rail operator seniority at the time they enter Rail Supervisor training.
- d. The District shall provide two (2) sign-ups per year; one effective in Spring and one effective in Fall to coincide with Operator sign-ups. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) employee of the department. Sign-ups for Rail Supervisors shall become effective one (1) week prior to the effective date of Operator sign-ups.
- e. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by promotion.
- f. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.
- g. When a Rail Supervisor is qualified for such jobs and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation period, holiday time off, layoff, and recall.
- h. Within a sign-up, the rail system may be subject to construction or a maintenance project of limited duration that restricts or alters the flow of scheduled train service and requires a different service plan. Similarly, a significant event that draws unusually large crowds may require restructuring of the existing service plan. Some events such as these may require a new limited-term sign-up to support the operators and service needs.

**Par. 3.** The Union and the District will meet annually to review and evaluate the number of Rail Controllers and Rail Supervisors per day that shall be guaranteed time off on leave hours. Any change that is warranted will be memorialized in an MOA between the parties.

## ARTICLE 3 – OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

### Section 1 – GENERAL

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

**Par. 2.** Seniority by classifications as established herein shall prevail in the performance of the work done in Paragraph 1, qualifications considered. 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. 43.** Eight (8) hours shall constitute a shift's work period at straight time. Forty (40) hours shall constitute a week's work, excepting those weeks within which an agreed holiday falls. Time and one-half shall also be paid for work performed on the sixth and seventh consecutive day required to work, sign-up schedule changes excluded. After employees have finished their shift's work period and are again called for work before the expiration of thirty (30) minutes, there shall be no break in time from the end of shift period for the time worked. If employee is again called for work from home, or after the expiration of thirty (30) minutes time from his/her shift's end, to report to work as soon as possible, they shall be paid from the time called, but in no case shall such payment be less than four (4) hours at overtime rate. If called and notified to report for work at a specified later time, but earlier than their regular shift, they shall be paid from the time of reporting for work, and overtime shall commence after the completion of eight (8) hours work, it being understood that the employee will complete their regular assigned shift. Employees called for work on regular assigned days or nights off (excepting as agreed to in Section 2, Par. 2), shall be paid at the rate of time and one-half when so called to work, but in no case shall such payment be for less than eight (8) hours at overtime rate.

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

**Par. 54.** Classified positions as listed do not necessarily indicate entire scope of duties to be assigned employees. Other duties may be assigned, provided they are of lower or comparable skill requirement, or of higher requirements if of a temporary nature.

**Par. 65.** 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. 76.** Warranty work will be done by District employees when qualified.

~~Par. 7. The Stenographer in the Maintenance Department shall be allowed to take vacation one (1) day at a time with the prior approval of the Department Director, and will be trained in word processing techniques pertaining to the employee's assigned job function.~~

**Par. 8.** All trading days off is a privilege granted by the Union and the District and may be canceled at any time by mutual agreement.

a. The two parties entering into a trade will do so voluntarily. Once approved, filling the trades are solely the responsibility of the two parties. (Three-way trades are not an option). The District is not obligated with regard to record keeping, scheduling the payback substitution, work schedule changes or overtime expense.

- b. A trade can only occur between two (2) people working at the same garage, during the same hours, within the same job classification, having similar sign-up responsibilities, e.g., overhaul mechanics can only trade with overhaul mechanics, body shop mechanics can only trade with body shop mechanics. Requests for trades are subject to approval by the Supervisor. The District reserves the right to approve requests on a case-by-case basis based upon operational needs.
- c. This process is not subject to the grievance process. Appeals of any denials may be made to the Manager and will be handled on a case by case basis.
- d. Personal Day Trader Program:  
The Personal Day Trader Program is for Maintenance employees to trade days off with themselves three (3) times (days) per sign-up under the following guidelines:
  - 1. All day trades will have to take place during the same pay week (Sunday to Saturday).
  - 2. The trade cannot interfere with another employee's contractual rights such as Vacation time, Floating Holidays, or Birthdays.
  - 3.        The trade will have the lowest priority and will be at the discretion of the employee's immediate supervisor.

Par. 9. 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. 109.** The District may assign work not requiring journey level skill and knowledge to employees outside of the journey level classification (window film installation and replacement, LRV parts cleaning, LRV seat pad replacement). Employees performing the above-mentioned tasks shall receive Maintenance Mechanic rate for actual time spent doing this work (except bus interior cleaners replacing seat pads); if that time exceeds 4 hours per day, they shall receive the Maintenance Mechanic rate for the entire shift. In the event the District proposes to add additional job duties to this list, additional listings shall be done by mutual agreement. No journey level employee shall be laid off solely as a result of this paragraph.

~~Par. 10. Notwithstanding any other provision of this Agreement, the District shall have the right to hire up to five (5) journey workers annually from outside the District to fill positions in any 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. 1.** When a position is open in any classification in the Maintenance Department, except for Supervisor, a notice shall be posted on all department bulletin boards for not less than five (5) days before the position is filled, and any employee in the Maintenance Department may make application to their Supervisor in writing before the notice expires. The position will be filled according to established seniority in the classification called for, qualifications considered. Employees trying out in a new position shall have a reasonable period to qualify; this to be determined by the Director of Maintenance and/or his/her designees, and the Officers of the Union and/or their designees.

**Par. 2.** When the hours of a new position posted and bid on are afterwards changed, all positions below

the holder of such position shall be reopened for bid according to seniority as defined in Paragraph 1. It is further agreed that for the purposes of vacation relief, so the maximum number of vacations possible to grant may be had during the period of school vacations and for seasonal hunting periods, this paragraph shall be inoperative. It is further understood and agreed that in arranging vacation relief, regular assigned days off will be maintained. A new sign-up shall take place at the request of the representative of the Union.

~~Par. 3. It is understood that when a new position is created requiring special skill and training, and no employee in the Division can qualify, the District shall have the right to employ such qualified people.~~

**Par. 4.** Employees filling the position of one receiving a higher rate of pay shall receive the higher rate providing they are capable of performing the work of the higher classification, and the change is made for a period of three (3) days or more. They shall then receive the higher rate when filling this position in the future. Seniority in classification shall not begin until the employee has bid for and qualified in a regularly posted position in that classification. However, employees hired directly from the outside into an apprentice program may receive a seniority date in the Helper/Service Worker classification equal to their entrance into that apprentice program.

**Par. 5.** It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Facilities Maintenance or Stores Departments. Such vacancies will be posted on all department bulletin boards for five (5) days. If unable to fill the vacancy, it may be filled according to seniority within the District. Following selection, District employees shall receive preference for all bidding purposes over employees hired from the outside.

**Par. 6.** Any Mechanic who bids a lower classification before July 1, 1982, shall continue to earn their Mechanic's seniority as long as they occupy their current job.

- a. Employees who are forced to bid a lower classification due to a job-related illness or injury shall not lose any seniority.
- b. Any Mechanic bidding a lower classification shall have their Mechanic seniority frozen as of the effective date of their bid.

**Par. 7.** The selection and appointment of Maintenance Trainers is a prerogative of the District without regard to seniority.

**Par. 8. Assistant Supervisor**

- a. This paragraph applies to the Bus, Light Rail, Maintenance of Way, and Facilities Departments.
- b. The Assistant Supervisor classification shall be limited to Maintenance activities for which a journey worker/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 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**

f. This paragraph applies to the Bus, Light Rail, and Facilities Maintenance Departments. A new classification of Bus and Rail Maintenance Service Worker combining the helper/cleaner classifications was created effective 7/1/04. Existing helpers and cleaners were grandfathered, retaining all seniority and existing wage rates. If a helper and/or cleaner bids a service worker job, s/he will be paid at their helper/cleaner rate. Service worker jobs will be posted after all helper and cleaner jobs have been bid. The hourly wage rate for the service worker classification shall be the same as the cleaner rate (for individuals hired after 4/01/89 with progression).

~~e.g.~~ The Helper/Serviceworker sign-up will be held every two years.

### **Section 3 – SCHEDULE SIGN-UPS**

#### **Par. 1. Work Shifts**

- a. A sign-up for Maintenance Department shifts shall be held at the request of the Union. However, not less than one (1) general sign-up will be held per year. Position schedules shall be posted prior to a sign-up and seniority lists by classification as approved by the District and the Union shall also be posted. A sign-up shall be posted for not less than seven (7) days.
- b. Prior to the Union calling for additional sign-ups, the Union agrees to meet and confer with representatives of the District within five (5) working days.
- c. Managers are to determine which jobs, if any, are to be 4/10 shifts. Employees working 4/10 shifts shall receive the following:
  - 1. *Sick Leave:* Accrual will stay the same; a day is 10 hours.
  - 2. *Letter Re: >5 days off sick:* Will change to 40 consecutive hours.
  - 3. *Letter Re: >4 occasions:* Will stay the same.
  - 4. *Military Leave:* Will be paid on a daily or weekly basis, in 10-hour daily increments.
  - 5. *Jury Duty:* Will be paid at 10 hours a day. The employee and the supervisor may agree to

change the shift to 5/8's during the duration of jury duty.

6. *Floating Holidays, Vacation:* Accrual will stay the same. Use will be in 10-hour increments. If balance is <10 hours, may use AE on case-by-case basis (with supervisory authorization) or back fill in 1-hour increments with vacation.
7. *Birthday/Floating Holiday:* Will be paid in 10-hour increments.
8. *Training:* If for full week, we will change the shift to 5/8's; if one day, do on case-by-case basis in 10-hour increments.
9. *Union Leave:* Actual time loss will be paid, per conditions set by this Agreement.
10. *Funeral/Memorial Leave:* Will be four (4) days at 10 hours per day, or as referenced in Article 1, Section 9, Paragraph 8.
11. *Holidays:* If the holiday falls on their day off, they will be paid 8 hours holiday pay. If the holiday falls on their normal day to work but they take the day off, they will be paid 10 hours holiday pay. If the employee works the holiday, they will receive 10 hours pay plus 8 hours holiday pay. They must work 10 hours.

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

- a. All employees having the day as their regular assigned day off shall be off regardless of seniority.
- b. A list shall be posted listing employees by classification and seniority, and a work schedule shall be posted setting forth the number of employees in each classification necessary to fill the schedule.
- c. The work schedule shall be posted fourteen (14) days before the holiday and shall be filled and final seven (7) days before the holiday.
- d. Employees will sign the work schedule according to classification in which qualified and by seniority, day workers to sign on the day shift, swing workers to sign on swing shift, and graveyard workers to sign on graveyard shift.
- e. Employees who sign up will sign up for the shifts they will work in order of descending preference.
- f. An employee who signs up has preference over one who has not signed by the final completion date.
- g. When filling an open position, an attempt will be made to assign the worker as close as possible to their normal shift for that day.

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

- a. Any employee shall have the opportunity to sign for vacation week(s) at any time, provided there is an opening on the sign-up.
- b. Holidays included in vacation weeks will not be considered as vacation days. In order to be

excluded from consideration to work on such holidays, an employee must take a full week of vacation.

- c. Employees will continue to have the opportunity to request vacation on a day-to-day basis, provided that there is an opening on the vacation sign-up.
- d. The District may allow employee vacation to be taken in one (1) hour increments. The existing work rules and practices for vacations shall remain in force.

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

- a. Employees who wish to work their RDO will fill out and submit a bid card to work the holiday (classification shift, hours, etc.), and will also write "RDO" on the card to identify them as an employee who wants to work their RDO.
- b. Preference for jobs by classification and shifts will be as follows:
  - 1. Employees submitting bid cards, who normally work the day of the holiday,
  - 2. Employees submitting bid cards who wish to work their RDO,
  - 3. Employees who normally work the holiday and are DRAFTED.
  - 4. Employees who wish to work their RDO will **only** be allowed to pull their bids **prior to** final posting of the holiday sign-up.
- c. Employees working on their RDO will receive holiday pay and be paid at the overtime rate of one and one-half times their pay rate for time worked.
- d. Employees who normally work a 10-hour shift will be afforded the opportunity to work 10 hours on the holiday, but must contact the holiday shift supervisor to determine the hours to be worked.

#### **Section 4 – LAYOFFS**

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

- a. If the District curtails the number of employees in any job, the employee with the least job seniority will be the first to be moved out of that job. That employee will then be entitled to exercise such job seniority s/he has on any other job in that department.
- b. Only in the event of layoff, Facilities Maintenance employees shall be allowed to exercise their departmental seniority for positions in Maintenance or Stores.
- c. Bus Maintenance, Rail Equipment Maintenance, Rail Maintenance of Way, Facilities Maintenance and Stores shall be deemed a single department for the purpose of this paragraph.

#### **Section 5 – ALLOWANCES**

**Par. 1.** Any Journey Level Mechanic, who has performed three (3) or more years of continuous service as a Journey Level Mechanic, shall receive seventy cents (\$0.70) per hour over base rate of pay. Any Journey Level Mechanic with more than eight (8) years Journey Level experience with the District shall receive an additional seventy cents (\$0.70) per hour over base rate of pay. Any Journey Level Mechanic with more than fifteen (15) years Journey Level experience with the District shall receive an additional seventy cents (\$0.70) per hour over base rate of pay. Any Journey Level Mechanic with more than twenty

(20) years Journey Level experience with the district shall receive an additional seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003. Any Journey Level Mechanic with more than twenty-five (25) years Journey Level experience with the district shall receive an additional seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003. Any Journey Level Mechanic with more than thirty (30) years Journey Level experience with the district shall receive seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003. Any Journey Level Mechanic with more than thirty-five (35) years Journey Level experience with the district shall receive seventy cents (\$0.70) per hour over base rate of pay effective December 1, 2003.

**Par. 2.** All longevity premiums and shift differentials will be included in the base rate for the purpose of calculating the amount of overtime due.

**Par. 3.** Upon ratification of this Agreement, March 23, 2004, all Journey Level Mechanics and Apprentices in the Mechanic Training Program will receive thirty-five cents (\$0.35) per hour for compensation for the use of their personal hand tools and by an additional two cents (\$0.02) an hour for each year afterward. The tool allowance shall be increased to thirty-five cents (\$0.35) per hour effective December 1, 2003; to thirty-seven cents (\$0.37) per hour effective December 1, 2004; to thirty-nine cents (\$0.39) per hour effective December 1, 2005; to forty-one cents (\$0.41) per hour December 1, 2006; to forty-three cents (\$0.43) per hour effective December 1, 2007; and to forty-five cents (\$0.45) per hour effective December 1, 2008. The District will furnish one (1) set of metric tools.

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

**Par. 5.** Any ~~Journey Level~~ Mechanic who is assigned to 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.

**Par. 6.** The District will pay the renewal costs of a Class A or B Commercial Driver's License in the amount required by the issuing state.

**Par. 7.** The District will pay the cost of shoes and a work jacket for Maintenance Division employees that meet the District's Work Shoe Policy, not to exceed \$200.00 per employee annually. Reimbursement for shoes will be governed by the District's Work Shoe Policy and jackets by the District's general reimbursement policies.

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

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

## **Section 6 – NIGHT SHIFTS**

**Par. 1.** A differential of \$1.00 per hour shall be paid for all work performed by employees in the Maintenance Division between the hours of 6:00 PM and 6:00 AM. This change in night shift differential shall be effective no later than 60 days after ratification of this agreement.

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

## Section 7 – 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. ——— Apprentice 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 8 – TIRE SERVICE**

**Par. 1.** Effective October 1, 1991, Tire Service will be established as a separate classification in the Maintenance Division.

**Par. 2.** On October 1, 1991, current Tire Service employees will have established both District seniority and Tire Service seniority as date of hire with Goodyear or their predecessor. District seniority shall be used as the basis for determining vacation benefits only.

**Par. 3.** Tire Service employee, Don Stoneking, will have Maintenance Helper seniority established as of October 1, 1991 and will be allowed to exercise his helper seniority two (2) times only.

**Par. 4.** Tire Service employees are eligible for longevity premiums paid to Journey Level Mechanics.

**Par. 5.** Effective July 1, 2004, the job of Utility Tireworker is created within the classification of Tireworker to provide greater flexibility for the District to schedule tire work assignments and in balancing the allocation of manpower between maintenance facilities when necessary. The Utility Tireworker may, under specific conditions, be assigned to other locations or be assigned other duties for all or part of the regular work shift.

- a. One employee from Center Street in the Tireworker classification may be assigned as a Utility Tireworker.
- b. Whenever the number of Tireworkers at a given bus maintenance facility are insufficient to cover work absences or the work in need of completion, a Utility Tireworker may be sent from another facility to assist in completing the work.
- c. The Utility Tireworker may be assigned to another facility for all or a portion of their work shift. When notified to report to another work location the District shall provide transportation.
- d. The Utility Tireworker shall be entitled to the same prevailing wage rates, health, welfare and other benefits, and will be subject to the same general working conditions as other employees in the Tireworker classification.

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

**Par. 1.** A Maintenance Department Assistance Fund will be established each year from July 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.

**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 10 – UTILITY HELPERS**

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

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

**Par. 3.** Whenever the number of Helpers at a given maintenance facility are insufficient to cover work absences or the work in need of completion, Utility Helpers may be sent from another facility to assist

in completing the work.

**Par. 4.** When a Utility Helper is required to report to another maintenance facility, the Utility Helper will be notified by the appropriate shift Supervisor or garage manager. For the purposes of reporting to or returning from the other facility, the Utility Helper will be provided transportation by the District.

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

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

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

**Par. 1.** 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:

- 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 supervision, 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.
- 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.
- g. 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:~~

~~a. Work assignments, shift hours, and areas of instruction will be decided by the Maintenance Manager.~~

~~b. A qualification test to determine mechanical, electrical and electronic aptitude will be given.~~

~~c. The LRT Mechanic Apprentice may be promoted to Journey Level Mechanic when qualified, and if so promoted will be paid at top rate at time of promotion.~~

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

### **Section 12 – LRT VEHICLE MECHANICS’ SENIORITY**

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

### **Section 13 – LRT SAFETY INSPECTIONS**

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

### **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.

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. 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 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. 10.** The payment of tool allowances to Journey Level Mechanics and Apprentices as provided in Article 3, Section 5, Paragraph 3 shall not apply to Maintenance of Way (MOW) classifications,~~

including:

~~Signal Maintainer~~

~~Overhead Traction Electrification Maintainer~~

~~Traction Substation Technician~~

~~Track Maintainer~~

~~Plant Mechanic~~

~~All tools required by the classifications listed above shall be furnished by the District.~~

**Par. 11. ~~Apprentice~~-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.
    - i. An exception to this practice would be to have a specific employee return to complete a specific project or repair, i.e. an engine or transmission overhaul, hybrid bus repair, body shop repair to a specific wrecked bus, etc.
  2. If employees within a classification and specific job function (as outlined in (a) above) are not available or decline, the supervisor will offer the overtime work to the most senior worker in that classification available to perform the work.
  3. If the supervisor contacts an employee by telephone and the employee does not respond or call back within ten (10) minutes, that employee forfeits the opportunity for overtime. If there is no answer or no answering machine to leave a message, the supervisor shall move on to the next name on the list.

- c. In the event it is necessary to meet the special needs of snow and ice service or a similar need arises, the following shall apply:
1. A supervisor will call down the seniority list of employees on the needed shift, mechanics first, trainers/apprentices next, then helpers/cleaners/maintenance mechanics.
  2. In the event an employee does not answer their phone, the next person down the list will be called.
  3. If there is an answering machine or a message is taken, a message will be left asking for a return call, but the next person down the list will be called next.
  4. After the supervisor has made one call through the list(s) but there is still insufficient staff from within the needed classification(s), they will wait ten (10) minutes after the last call and call those that did not answer or with whom they left messages.
  5. If, after the second call through, and staffing needs have been met, no further calls need be made.
  6. In the event more staff is needed, the same process will be used to call in employees on their RDO.

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

#### **Section 18 - OTHER PROVISIONS**

**Par. 1.** Article 3, Section 1, Par. 6 is inapplicable to Light Rail Maintenance.

**Par. 2.** Article 3, Section 2, Par. 6 is inapplicable to Light Rail Maintenance.

**Par. 3.** Article 3, Section 9 is inapplicable to Light Rail Maintenance.

#### **Par. 4. Timekeeper/MMIS Clerk**

Separate seniority classifications will be created for MMIS Clerk and Timekeeper. All current employees holding seniority in these classifications will be grandfathered onto this list.

**Par. 5.** The order of sign up shall be revised to reflect the following:

- Tire Servicers
- Timekeepers
- MMIS Clerks
- Cleaners
- Maintenance Mechanics
- Helpers
- Service Workers

**Par. 6.** Employees who bid MMIS Relief positions will receive the MMIS Clerk rate of pay for all hours worked, except when working in a classification with a higher rate of pay.

- a. Timekeeper pre-qualifications will remain the same (50 wpm to bid, progress to 60 wpm in a reasonable time as determined by the District and Union).
- b. Successful completion of MMIS training remains a prequalification for bidding MMIS positions. However, if no qualified person bids an open MMIS Clerk or MMIS Relief position, the lowest seniority qualified personnel will be forced to fill the open position(s). MMIS Clerks and

Timekeepers on the new, separate seniority list as of the date of this agreement are not subject to the force fill procedures. All future MMIS Clerk job positions will have notice that the lowest seniority qualified MMIS Clerk will be forced to fill an open MMIS Clerk or MMIS Relief Clerk position(s).

- c. When the number of these employees falls to four (4) due to employees accepting or bidding other positions, the District will immediately post and provide MMIS training opportunities.
- d. The previous agreement regarding Rail MMIS/Timekeeper positions dated May 13, 1999 is null and void.
- e. This agreement will be implemented in conjunction with the helper sign-up that will go into effect on September 19, 1999.

### **Section 19 – TRAINING ASSISTANTS**

The ~~Bus~~-Maintenance Department may appoint journey level/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 \$~~1.75~~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 20 – STORES**

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

#### **Par. 2. Filling Positions**

- a. It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Maintenance or Facilities Maintenance Departments. Such vacancies will be posted on all department bulletin boards for five (5) days. If unable to fill the vacancy, it may be filled according to seniority within the District.

#### **Par. 3. Longevity**

- a. Any Senior Partsperson, who has performed three (3) or more years of continuous service as a Senior Partsperson, shall receive forty-five cents (\$0.45) per hour over base rate of pay.
- b. Any Senior Partsperson, with more than eight (8) years' experience with the District, shall receive an additional forty cents (\$0.40) per hour over base rate of pay.
- c. Any Senior Partsperson with more than fifteen (15) years' experience with the district shall

receive an additional forty cents (\$0.40) per hour over base rate of pay effective December 1, 2003.

- d. Any Senior Partsperson with more than twenty (20) years' experience with the district shall receive an additional forty cents (\$0.40) per hour over base rate of pay effective December 1, 2003.
- e. Any Senior Parts person with more than twenty-five (25) years' experience with the district shall receive an additional forty cents (\$0.40) per hour over base rate of pay effective December 1, 2003.
- f. Any Senior Parts person with more than thirty (30) years' experience with the district shall receive an additional forty cents (\$0.40) per hour over base rate of pay effective December 1, 2003.
- g. Any Senior Parts person with more than thirty-five (35) years' experience with the district shall receive an additional forty cents (\$0.40) per hour over base rate of pay effective December 1, 2003.

**Par. 4. Utility Partsperson**

- a. The classification of Utility Partsperson is established to provide greater flexibility for the District in scheduling work assignments and in balancing the allocation of manpower between maintenance facilities when necessary. Utility Partspersons may, under specific conditions, be assigned to other locations or be assigned other reporting time and/or duties for all or part of the regular work shift.
- b. A maximum of three (3) employees in the Partsperson classification may be assigned as a Utility Partsperson.
- c. Whenever the number of Partspersons at a given maintenance facility are insufficient to cover work absences or the work in need of completion, the Utility Partsperson may be sent to assist in completing the work.
- d. When a Utility Partsperson is required to report to another maintenance facility, the Utility Partsperson will be notified by the appropriate manager. For the purposes of reporting to or returning from the other facility, the Utility Partsperson will be provided transportation by the District.
- e. The Utility Partsperson may be assigned to another facility for all or a portion of their work shift. A Utility Partsperson may be required to report to work at a time other than his or her regularly scheduled shift starting time or to another maintenance facility provided that a minimum of twenty- four (24) hours advance notice has been given. In any event, an alternate report time may not be more than four (4) hours earlier than, nor later than, the normal shift's starting time for the Utility Partsperson.
- f. The Utility Partsperson shall be entitled to the same prevailing wage rates, health, welfare, and other benefits, and will be subject to the same general working conditions as other employees in the Partsperson classification.

**Par. 5. Storeroom Personnel**

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

shall freeze at the effective date of that sign-up.

- b. Those storeroom personnel who had bid a lower classification before July 1, 1988, shall continue to earn storeroom seniority as long as they occupy their current job.
- c. Employees who are forced to bid a lower classification due to a job-related illness or injury shall not lose any seniority.
- d. Effective April 1, 1990, any storeroom personnel bidding a lower classification shall have their storeroom seniority frozen as of the effective date of their bid.
- e. Employees bidding for the first time in the Junior Partsperson classification cannot bid another classification for a term of two years from the classification seniority date.

#### ~~Section 21 – HIRING APPRENTICES FROM OUTSIDE~~

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

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

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

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

#### 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. 1.** The Facilities Maintenance Department consists of those functions necessary to maintain and repair the buildings and grounds of the District.

**Par. 2.** Only those functions mutually agreed to be excluded shall be excluded. Facilities Maintenance employees retain the right to all work not specifically excluded. The District will maintain facilities, funding, staffing, and training for all functions necessary to maintain and repair buildings and grounds, owned or operated, in whole or in part, by or for the District. The District and the Union shall meet occasionally to add or delete items from the exclusion list by mutual consent.

**Par. 3.** Seniority by classifications as established herein shall prevail in the performance of work done in Paragraph 1, qualifications considered.

**Par. 4.** Wages and working conditions shall conform to those prescribed for the Maintenance Department and as set forth in the Wage Schedule except as otherwise noted in this Article.

**Par. 5.** Any employee of the Facilities Maintenance Department who holds seniority in the Maintenance Department may, during the term of this agreement or any extension thereof, exercise that seniority one time only to transfer to the Maintenance Department.

[Par. 6. The District retains the option to assign janitorial work to non-bargaining unit personnel. This provision shall not apply to Maintenance Janitors.](#)

### Section 2 - FILLING OF POSITIONS

**Par. 1.** It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Maintenance or Stores Department. Such vacancies will be posted on all department bulletin boards for five (5) days. If unable to fill the vacancy, it may be filled according to seniority within the District.

### Section 3 - OTHER PROVISIONS

**Par. 1.** Facilities Maintenance employees may be used by the District to install and remove tire chains after Mechanical help has been exhausted and under a Mechanic's supervision.

**Par. 2.** All necessary hand tools will be furnished by the District.

~~**Par. 3.** The District and the Union will establish an adequate training program.~~

~~**Par. 4.** Those employees who successfully complete the above program and who bid Plant Maintenance Mechanics classification will receive Journey Level rates as established in the Maintenance Department.~~

**Par. 5.** Facilities Maintenance personnel will be provided adequate diagrams, manuals, and parts lists on facilities and systems of the District.

**Par. 6.** At least one (1) vacation opening will be available [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. the work can be completed in any manner.

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 5 - FINANCE DIVISION**

### **Section 1 - PURCHASING DEPARTMENT**

**Par. 1.** Wage and working conditions shall conform to those prescribed for the Maintenance Department and as set forth in the Wage Schedule except as otherwise noted in this Article.

**Par. 2.** Buyer position openings shall be filled by qualified applicants, and will be opened initially to all District Union employees. Stores employees, followed by Maintenance employees, shall have priority. Promoted Buyers shall be subject to a probationary period of ninety (90) days.

### **Section 2 - GENERAL**

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

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

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

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

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

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

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## **ARTICLE 6 – CUSTOMER INFORMATION SERVICES**

### **Section 1 - CUSTOMER SERVICE DEPARTMENT STAFFING**

#### **Par. 1. Trip Planners**

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

#### **Par. 2 Customer Service Specialists**

- a. Lead Customer Service Specialists will be appointed by the Supervisor as required. The Lead Customer Service Specialists shall receive fifty cents (\$.50) per hour over the employee's regular rate for each shift so worked.
- b. Employees called and reporting for special work and who work less than two (2) hours shall nevertheless receive two (2) hours pay.
- c. All Customer Service Specialists shall receive a thirty (30) minute paid lunch period within their shift.

#### **Par. 3. Customer Service Representatives**

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

#### **Par. 4. Pioneer Courthouse Square Assistant Supervisor**

The principle functions of this position will be to perform Special Needs Information Coordinator duties. The position will be filled by appointment not by seniority bid.

#### **Par. 5. Employees in Training**

All customer services specialist shall receive fifty cents (\$.50) per hour for training of students with the exception of the Lead Operator when on duty.

#### **Par. 6. Overtime**

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

#### **Par. 7. Off Duty**

- a. The District shall place in the Customer Services Office and the Customer Assistance Office separate off-duty books in which employees can register in ink or indelible pencil for the particular day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon; the name at the top of the list to be the first one off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one (1)

day previous to the date the employee wishes to be off duty, with the understanding that the privilege is not to be abused by anyone. No employee will be permitted to register his/her name in said book more than one (1) month in advance.

- b. The first employees off on any day shall be those who have that particular day as a regular day off. On all other days, after this class of employees has been exhausted, others may be let off according to their position in the book.
- c. To determine which Customer Service Specialists, those on leave of absence excepted, will be off duty on holidays, the following procedure will apply:
  - 1. Customer Service Specialists who have volunteered to work on the holiday will be assigned work in the order in which they signed. If there are insufficient volunteers, Customer Service Specialists will be selected in order from the bottom of the seniority list. Employees whose regular day off is the day of the holiday will be bypassed in selection.
- d. Once Employees have used 40 hours of paid sick leave in any 12-month calendar period beginning January 1 and thereafter mark off sick one (1) or two (2) days before the seven (7) national holidays, they must produce a doctor's certificate showing that sickness was real at the time of the sickness.
- e. Employees taking off sick shall be required to report back not later than 10:00 a.m. the day before returning to work. All employees on extended sick leave shall report to the supervisor at least once every thirty (30) days and be under the care of a registered physician at all times.
- f. No employee shall be permitted to work for another employee by individual bargaining on holidays.
- g. Employees will not be required to report for work after having worked twelve (12) or more hours until and unless they shall have had eight (8) hours off duty up to next reporting time.

**Par. 8. Sign-Ups**

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

**Par. 9. Vacation**

Vacation may be taken one (1) day at a time, to a maximum of two (2) employees per day, with the prior approval of the Department Manager and his/her designee.

**Par. 10. Aprons/Coveralls/Uniforms**

- a. The District will provide aprons or coveralls for employees when working with schedules.
- b. Employees in the Customer Assistance Office and Information Development Specialists, as well as any employee provided an initial uniform issue, will be eligible for a uniform allowance provided other uniformed employees.

**Par. 11. Training**

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

**Par. 12. 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.

**~~Section 2 – TRANSIT ADVERTISING~~**

**~~Par. 1. In the event the District contracts for or leases the right to or otherwise agrees with a third party for the installation, servicing, or removal of transit advertising on buses of the District, such third party must recognize the Union as the representative of any of its employees who install, service, or remove such advertising from District buses.~~**

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## **ARTICLE 7 - OPERATIONS PLANNING AND SCHEDULING DEPARTMENT**

### **Section 1 - GENERAL**

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

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

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

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

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

**Par. 6.** Winter coats, rain gear and sweaters will be provided for Schedule Writers.

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## **ARTICLE 8 – COMMUTER RAIL**

### **Section 1 – GENERAL**

#### **Par. 1. Wilsonville - Beaverton Commuter Rail**

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

#### **Par. 2. Commuter Rail Department**

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

#### **Par. 3. District Staffing**

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

- a. Staffing of Commuter Rail Technicians, and Commuter Rail Assistant Supervisor, will apply to the AM weekday shift, and to the PM weekday shift;
- b. Commuter Rail station cleaning will be performed by Rail Facilities Maintenance Platform Cleaner (Service Worker) positions, domiciled and supervised from the Elmonica operations facility; and
- c. Other District Commuter Rail maintenance functions shall be established by extending maintenance resources of existing District operations to Commuter Rail, as applicable.

#### **Par. 4. Operation of Commuter Rail**

- a. Commuter Rail will operate as part of the general railroad system of transportation, and as such, is governed by regulations of the Federal Railroad Administration (FRA);
- b. The Portland and Western Railroad (P&W) is the owner/operator of common carrier railroad rights along the Commuter Rail line. The District is the owner of the passenger rail vehicles and is responsible for vehicle maintenance and overall compliance with FRA regulations.
- c. Under the Shared-Use Agreement (SUA) between Washington County and P&W, P&W has allowed Commuter Rail trains to operate on the line, subject to P&W railroad operations;
- d. The District, as Washington County's assignee under the SUA, is to develop the Commuter Rail project and oversee the provision of service;
- e. The Commuter Rail work functions that shall be performed by P&W railroad classifications are:
  1. Train engineers and conductors
  2. Train dispatching
  3. Maintenance of Way (track, signals, grade crossings)

## **Section 2 – JOB CLASSIFICATIONS**

### **Par. 1. Commuter Rail Vehicle Maintenance Technician**

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

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

### **Par. 2. Assistant Supervisor, Commuter Rail Maintenance**

**Position Summary.** Assists the Operations Manager in overseeing Commuter Rail vehicle maintenance activities. Acts as supervisor of Commuter Rail vehicle maintenance, during absence of the Operations Manager. Performs Commuter Rail vehicle maintenance technician duties. Performs related duties as required.

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

### **Par. 3. Transfer from Commuter Rail Department**

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

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

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

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

## **Section 3 – WORK ASSIGNMENTS, SENIORITY, TRANSFERS, OVERTIME**

### **Par. 1. Work Assignment**

Upon completion of training to achieve FRA-required designation as a QMP, Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees will be assigned to 26-week schedules of work, in accordance with their sign-ups. The District may schedule five (5) 8-hour day workweeks and/or four (4) 10-hour day workweeks. Commuter Rail Vehicle Maintenance Technician seniority shall prevail among Commuter Rail Vehicle Maintenance Technician and Assistant

Supervisor, Commuter Rail Maintenance employees for selection of open shifts, overtime call-out, vacations, holiday time, layoffs, and recalls within their respective positions.

**Par. 2. Seniority**

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

**Par. 3. Return to Department after Transfer from Department**

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

**Par. 4. Overtime**

Time and one-half will be paid for hours worked in excess of 10 hours on any one 10-hour shift, or in excess of 8 hours on any one 8-hour shift. The District may apply the same overtime procedures practiced by the Rail Equipment Maintenance department to the Commuter Rail department.

**Par. 5. Operations Manager Performance of Vehicle Maintenance Work**

The Commuter Rail Operations Managers may perform Commuter Rail Vehicle Maintenance Technician work when a sufficient number of regularly scheduled and overtime call-out Technicians is not immediately available to perform such work. The parties desire to limit performance of Technician duties by the Manager as much as possible. District will keep records of the amount of such work and, upon the Union's request, share such records with the Union.

**Section 4 – WORKING AND WAGE AGREEMENT MODIFICATIONS**

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

- a. "Immediate Supervisor" references in Article 1, Section 3 will be changed to "Operations Manager, Commuter Rail".
- b. "Department Director" references in Article 1, Section 3 will be changed to "the Operations Manager, Commuter Rail's director".
- c. The following provisions do not apply to the Commuter Rail department:
  - Articles 2, 4, 5, 6 and 7;
  - Article 9, except as amended by Paragraph d below;
  - Article 3, Section 1, Paragraphs 5-7 and 9;
  - Article 3, Section 2;
  - Article 3, Section 4, Paragraphs 1b and 1c;
  - Article 3, Sections 7-15 and 17-20; and

- Article 3, Section 16, Paragraphs (1)d and (1)f; and
  - Supplemental WWA Relating to Rail Maintenance Contracting Out.
- d. Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees will report to work at Commuter Rail's Wilsonville operations facility.
- e. No more than one (1) Commuter Rail Vehicle Maintenance Technician or Assistant Supervisor, Commuter Rail Maintenance employee per shift will be authorized to take vacation or floating holiday on the same date(s), except that the Commuter Rail department will honor vacation times signed up for prior to transferring to the Commuter Rail department.
- f. Pay Schedules (Article 9) are hereby amended to include:
- Commuter Rail Vehicle Maintenance Technician, at the same pay rates as Bus Maintenance Journey-Level Mechanic or Light Rail Maintenance Journey LRV Mechanic
  - Assistant Supervisor, Commuter Rail Maintenance, at the same pay rates as Bus Maintenance Assistant Supervisor, or Light Rail Maintenance Assistant Supervisor - LRV
- g. District may issue District-furnished paging devices to Commuter Rail Vehicle Maintenance Technician and Assistant Supervisor, Commuter Rail Maintenance employees. The purpose for such devices, if used, shall be to contact employees during Commuter Rail call-out or emergency situations. When call-out is established, the District may apply the same pay/overtime procedures practiced by the Rail Equipment Maintenance department to the Commuter Rail department.

## ARTICLE 9 – PAY SCHEDULES AND CLASSIFICATION

### Section 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.~~

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.

#### **SELECTIVE WAGE INCREASES: MAINTENANCE DIVISION**

Raise the top rate of the following classifications by \$1.00 starting on December 1, 2021 (in addition to the annual wage rate adjustment):

931 (Bus Mechanic)

551 (LRV Mechanic)

888 (Commuter Rail Maintenance)

557/ 968 (Plant Maintenance Mechanic)

451 (Streetcar mechanic)

Start the following classifications at the same rate as the above classifications (931, 551, 888, 557, 451) (plus annual wage rate adjustment)

Bus Electronic Technician

LRV Overhaul Technician

LRV Electronics Technician

Bus Body and Paint Technician

Per Misc. Implementation TA (not contract language):

Facilities Maintenance Workers will be paid former Plant Mechanic wage rate, but will not be eligible for Journey Worker increase above.

All trainee job classifications will start at the third step of the former corresponding Apprentice classification step progression (the wage schedule will reflect this).

The Wheel True Technician's base rate is incorrectly printed in the current agreement for 12/01/2018 and should be \$34.59.

### Section 2 – NEW JOBS AND CLASSIFICATIONS

**Par 1.** The District agreed on the following policy with reference to new jobs and classifications: In the event the District creates a job or classification within the bargaining unit but not presently covered by

the Labor Agreement, openings shall first be offered to District employees and filled by these employees if they can meet the qualifications of the job as established by the District. In the event an employee has the basic qualifications necessary, s/he will be given a reasonable training period to learn the details of the job. In making its selection among qualified employees, seniority in the District will be considered.

Reasonable rules and procedures to administer the above paragraph shall be worked out between the District and Union, as necessary.

**Section 3 – PAY SCHEDULES**

\*\*NEW PAGE SCHEDULES ARE BEING CALCULATED AND WILL BE UPDATED WHEN AVAILABLE.\*\*

**ARTICLE 10 - PENSION PLAN AND PERMANENT DISABILITY AGREEMENT**

**Section 1 - PENSION**

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

- a. Rose City Employee -- An employee of the Rose City Transit Company on November 30, 1969, who had not qualified for retirement pay under the Working and Wage Agreement in effect on that date.
- b. Rose City Employee Qualified -- An employee of Rose City Transit Company on November 30, 1969, who was qualified to receive retirement pay under the Working and Wage Agreement in effect on that date and who had not retired.
- c. Rose City Employee Retired -- A person receiving retirement or disability pay from Rose City Transit Company on November 30, 1969 pursuant to the Working and Wage Agreements.
- d. Blue Lines Employee -- An employee of Portland Stage, Inc., Tualatin Valley Buses, Inc., Intercity Buses, Inc., or Estacada-Molalla Stages, Inc. (Blue Lines) on September 5, 1970, who became a District employee on September 6, 1970.
- e. Employees who came directly from Vancouver-Portland Bus Company to the District who are employed by the District as of April 1, 1979, are to receive past service credit for pension purposes.

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

- a. Ten (10) years of continuous service with the District, Rose City Transit Company, and Portland Traction Company, or ten (10) years continuous service with the District and the Blue Lines, or ten (10) years continuous service with the District and the Vancouver-Portland Bus Company; and
- b. Age 58. The normal retirement age under the Plan is 58.

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

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

**Par. 5.**

- a. Retirement pay shall be:

**Date of Retirement and Retirement Pay**

Before 11-1-68 . . . . .	\$125.00 month
11-1-68 to 6-30-71 . . . . .	182.00 month
7-1-71 to 6-30-72 . . . . .	191.00 month
7-1-72 to 6-30-73 . . . . .	208.00 month

These amounts shall include payments received from both the Rose City Transit Company's Pension Trust and the District.

- b. Retirement pay per month for each full year, and fraction thereof, of continuous service achieved by date of retirement for all employees shall be paid on the basis of the rate in effect upon date of retirement:

<b>Date of Retirement</b>	<b>Retirement Pay Per Month</b> (Per Year of Service)
7-1-73 to 6-30-75 .....	\$10.00 month
7-1-75 to 3-31-76 .....	\$11.00 month
4-1-76 to 3-31-78 .....	\$13.00 month
4-1-78 to 3-31-79 .....	\$14.00 month
4-1-79 to 3-31-80 .....	\$15.00 month
4-1-80 to 3-31-81 .....	\$15.75 month
4-1-81 to 3-31-82 .....	\$16.50 month
4-1-82 to 8-31-87 .....	\$18.00 month
9-1-87 to 8-31-88 .....	\$19.00 month
9-1-88 to 8-31-89 .....	\$20.00 month

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

- c. Effective July 12, 2012, Retirement pay (for existing retirees) shall be increased each May 1 by the increase in the U.S. Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W West (B/C) (populations under 1.5 million)) (annual average) for the previous year not to exceed 7% per year.
- d. Should an active employee with ten (10) or more years of service die, the District will pay to the surviving spouse, at age 62, one-half (1/2) of the pension earned by the employee without actuarial reduction.

**Par. 6.** As of February 1, 2016, retirement pay will be calculated on the basis of \$83.78 per month for each full year of service. Any partial year(s) of service will be eligible for pro-rated credit based upon a 1/12 formula for each full month of service. An employee's retirement pay for any years of service as a Mini-Run Operator shall be based upon the provisions of Article 2, Section 2, Paragraph 6.

**Par. 7.** The \$83.78 basis for retirement pay will be adjusted based upon the amount of any specified general wage adjustment (whether actual or percentage) on February 1, 2016, and each February 1, thereafter, during the life of this Agreement. The aggregate total of the wage increases granted during the previous year shall be the basis for such an annual adjustment. For the purposes of any conversions of actual wage adjustments to percentages, the Top Operator wage rate will be utilized.

**Par. 8.** For all employees who retire on or after August 1, 2012, the retirement pay provided in Par. 6 shall be increased each May 1 by 90% of the increase in the U.S. Urban Wage Earners and Clerical

Workers Consumer Price Index (CPI-W West (B/C) (populations under 1.5 million)) (annual average) for the previous year, not to exceed 7% per year.

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

- a. The employee's continuity of service has been broken for at least three (3) consecutive years; or
- b. The duration of the break in continuity of service equals or exceeds the employee's total length of service prior to the break; or
- c. The employee previously received a lump sum distribution of his/her pension benefits as a result of the early-out program.

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

**Par. 11. Early Retirement**

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

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

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

**Par. 14.** It is agreed that no expenditure shall be made from the retirement fund other than those expenditures necessary and proper to the payment of the benefits and the protection and operation of

the fund. Benefits shall not be paid except in accordance with the provisions of qualifications of benefits and with the benefit schedules as established by the Union and the District in collective bargaining and set forth in this Agreement entered into and executed by both parties.

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

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

**Par. 17. Joint Survivorship Annuity**

Any employee eligible to retire under the terms of this agreement on an early or regular pension may elect to take an actuarially reduced pension to provide for a 66 2/3% joint 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.~~

**Section 2 - PERMANENT DISABILITY**

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

- a. The employee must be actually working for the District or be on authorized sick leave at the time the disability occurs.
- b. The employee must not have reached retirement age under Social Security regulations.

**Par. 2.**

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

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

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

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

Social Security, then the employee's benefit from the District will revert to the regular level.

**Par. 3. Conditions During Disability**

- a. Payments shall continue until employee is eligible to retire under Social Security regulations after which date the District will pay retirement pay as provided in this Agreement.
- b. Any employee receiving disability pay shall report to the District in person or in writing at least once each six (6) months. S/he may also be required by the District to submit to a medical examination at any time, but not more often than semi-annually, prior to the date s/he is eligible to retire under Social Security regulation, to determine whether s/he has continued to be permanently disabled from performing any occupation with the District. If it is determined by said examination that s/he is no longer so disabled, his/her disability pay shall cease, and s/he shall be reinstated in employment with full rights.
- c. As to any employee receiving disability, if that employee is capable of performing available work the District shall have the right to require that employee to perform such duties provided that no employee of greater seniority shall be displaced and that the work to be performed by the employee shall be in accordance with a doctor's release.

**d. Death of Employee**

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

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

**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.

IN WITNESS WHEREOF, the District and the Union have caused these presents to be executed by their duly authorized officers Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON

AMALGAMATED TRANSIT UNION  
LOCAL 757

\_\_\_\_\_  
Doug Kelsey  
General Manager

\_\_\_\_\_  
Shirley Block  
President/Business Rep.

\_\_\_\_\_  
Randy Stedman  
Executive Director, LR/HR

\_\_\_\_\_  
Jonathan J. Hunt  
Vice Pres./Asst. Business Rep.

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Britney Colton  
Director, Labor & Employee Rel.

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Mary Longoria  
Financial Secretary/Treasurer

## Portland Streetcar Special Project

### APPENDIX A

The following provisions of the current District/Union Working and Wage Agreement (“WWA”) are either modified or replaced for the Streetcar Department, as indicated below. These modifications and replacements shall take precedence, in case of difference, over the comparable terms in the WWA then in effect.

1. “Department Manager” references will be changed to “the City-designated General Manager” in Article 1, Section 4, Paragraph 3; and Sections 9, Paragraph 4e and Paragraph 6c.
2. The “Department Director” reference in Article 1, Section 4, Paragraph 6, will be changed to “the City-designated General Manager.”
3. In Article 1, Section 4, Paragraph 4, the references to “District” will include “the City.”
4. The following provisions will be inapplicable to the Streetcar Department. Article 1, Section 7, Paragraph 3i and Section 19, Paragraph 8; Article 2, Section 1, Paragraphs 1, 2g, 2h, 3, 5b, 5e, 6f, 9f, 9g, 9h, 10, and 11; Sections 2-8; and Section 9, Paragraphs 4, 7, 8, and 9; Article 3, Section 1, Paragraphs 5-7 and 9; Article 3, Section 2; Article 3, Section 3, Paragraph 1c; Article 3, Section 4, Paragraphs 1b and 1c; Article 3, Sections 7-11 and 14-16; and Articles 4 through 7.
5. During the first year after an employee begins Streetcar Department training, Article 1, Section 12, Paragraph 2b (7), will be inapplicable to the employee.
6. District’s probationary employees under Article 1, Section 19, Paragraph 3 will not be eligible to apply for Streetcar Department openings.
7. Including with respect to Article 2, Section 1, Paragraph 8, the laying off and reemployment of Streetcar Department employees will be handled separately from other District departments, and District seniority shall govern in Streetcar Department laying off and reemployment of employees.
8. Superintendents will be paid a flat rate of \$28.25 per hour, subject to future CPI-W West (B/C) (populations under 1.5 million) increases under the WWA, but no longevity pay.
9. Instead of Article 2, Section 8, the Streetcar Department will furnish required uniforms and will reimburse Streetcar Department employees up to the amounts provided for in Article 2, Section 8, Paragraph 2.
10. All Streetcar Department employees will report to work at Streetcar’s maintenance facility.
11. No more than two (2) operators, one (1) maintenance technician, and one (1) superintendent will be authorized to take vacation on the same date(s), except that the Streetcar Department will honor vacation times signed up for prior to transferring to the Streetcar Department. This number of employees in a classification may be increased by mutual agreement of the parties if the number of employees in the classification increases.

