

Date: December 13, 2017

To: Board of Directors

From: Neil McFarlane *Neil McFarlane*

Subject: **RESOLUTION 17-12-86 OF THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) AUTHORIZING THE BOARD PRESIDENT, GENERAL MANAGER AND THE CHIEF NEGOTIATOR TO ENTER INTO A NEW WORKING AND WAGE AGREEMENT WITH DIVISION 757 AMALGAMATED TRANSIT UNION**

1. Purpose of Item

This resolution authorizes TriMet’s Board President, General Manager, and its Chief Negotiator to execute the following agreements and documents: (a) TriMet and Division 757 Amalgamated Transit Union Working and Wage Agreement, effective December 1, 2016 through November 30, 2019; and (b) Any and all Supplemental Agreements, Side Letters, and other documents necessary to execute for purposes of entering into a new Working and Wage Agreement and to effectuate the purposes of this Resolution.

2. Type of Agenda Item

- Initial Contract
- Contract Modification
- Other Working and Wage Agreement

3. Reason for Board Action

Board of Directors (Board) approval is requested to authorize TriMet to enter into a new Working and Wage Agreement (WWA) with the Division 757 Amalgamated Transit Union (ATU).

4. Type of Action

- Resolution
- Ordinance 1st Reading
- Ordinance 2nd Reading
- Other _____

5. Background

The predecessor labor agreement with ATU expired November 30, 2016. In January 2017, TriMet and the ATU formally opened negotiations for a new WWA. On November 10, 2017, TriMet and ATU reached a Tentative Agreement (TA) for a new WWA. ATU recommended

the TA to its membership, which they ratified on November 28, 2017, by a vote of 1220 in favor, 68 opposed (94.4% support).

Based upon ATU ratification, TriMet has agreed to seek Board approval and authorization for the Board President, General Manager, and Chief Negotiator to execute the new WWA. Upon Board approval, the new WWA will have a term beginning December 1, 2016 and ending November 30, 2019.

Throughout bargaining, TriMet's Board has been advised and informed of the progress and direction of collective bargaining negotiations and of the substantive changes proposed for the new WWA. The General Manager recommends that the Board approve the new WWA by authorizing the Board President, General Manager, and Chief Negotiator to execute the new WWA.

6. Financial/Budget Impact

Attachment 1 reflects all TA provisions agreed to for purposes of settlement. Many provisions of the TA have no financial impact or, at most, a marginal cost. Attachment 1, items 1 – 11 appear in the costing summary, Attachment 2.

Attachment 2 is a summary of the TA provisions that have a meaningful financial impact. Attachment 2 shows the incremental cost of the TA compared to the status quo, meaning the terms of the predecessor contract. Some negotiated provisions, such as the general wage increase, are retroactive to December 1, 2016. Most provisions will be effective upon ratification or within a short period thereafter.

Attachment 3 contains the text of the TA and incorporated TTA's (Tentative, Tentative Agreements).

For the entire three-year term of the proposed contract, the TA includes approximately \$2,243,624, or \$900.33 per union employee, in new costs compared to the status quo. We expect cost increases of \$586,305 and \$2,243,624, for first and third years, respectively. For the second year, there is a cost savings of \$277,902.

Most of the financial impact of the proposed contract is attributable to just a few proposals. Over the three-year term, the incremental increase in wages will be approximately \$1,757,595. Improvements in vacation, holiday, and funeral leave accruals for Mini-Run Operators will result in incremental costs of approximately \$1,673,476. A step advancement for Service Workers will result in incremental costs of approximately \$607,750. Increasing night shift differentials for several classifications will result in incremental costs of approximately \$544,298.

In exchange, TriMet obtained agreement on four of its proposals, three of which have meaningful financial impact. The tentative agreement allows TriMet to contract out the mid-life remanufacturing of its light rail vehicles. This allows TriMet to avoid incurring approximately \$2,692,375 in labor, training, and capital expenses during the three-year term of the agreement. Over the next 11 years, TriMet expects to save \$5,256,576 by outsourcing this work. More importantly, had TriMet not achieved agreement on this proposal, it simply would have been impossible to refurbish its aging light rail vehicles with its current facilities

and personnel while, at the same time, meeting its state of good repair obligations and daily maintenance requirements.

The parties also agreed to change the continuity of service provision so the 12-month protection against a break in service, and thus loss of benefits, runs concurrent with protected leaves, such as OFLA and FMLA. As a result, TriMet expects to save approximately \$328,037 in benefits costs over the term of the agreement. In addition, the parties agreed to a two-year initial bid for the Junior Partsperson classification, which will save approximately \$25,094 in training costs during the term of the agreement.

If approved, a budget amendment will be brought to the Board at your January 24, 2018, Board meeting in order to fund the provisions of the new agreement that change the status quo for purposes of the 2017-18 approved budget.

7. Impact if Not Approved

Employees have been working without a contract since the predecessor contract expired on November 30, 2016. If the Board does not approve the proposed agreement, the parties will resolve the contract through binding interest arbitration, now scheduled for February 5-9, 2018. The arbitrator would announce his decision approximately 60 days after the arbitration hearing.

Binding interest arbitration under Oregon law requires both parties submit Last Best Offers to the interest arbitrator 14 days before the arbitration date. After hearing the case, the arbitrator selects one party's offer entirely and rejects the other party's offer entirely. While TriMet is confident it would prevail in arbitration, a "winner-take-all" binding interest arbitration decision by an out-of-state arbitrator represents some degree of uncertainty and certain delay in addressing critical operating issues, such as refurbishing its light rail vehicles.

ALL TENTATIVE AGREEMENT PROPOSALS

Topic	Contract Provision	Cost Impact?
1 Wages		
Wages - General Increase	Art 9, Sec 1, Par 1	Yes
Wages - Student Operator	Art 9, Sec 3, Pay Schedule	Yes
Wages - Ratification Payment, Journey Workers at \$30.39	Art 9, Pay Schedule	Yes
Wages - Mailroom Service Clerk	Art 9, Sec 3, Pay Schedule	Yes
2 Step Advancement - Service Workers	Art 9, Sec 4, Pay Schedule	Yes
3 Night Shift Differential		
Increase Shift Differential - Station Agents	Art 2, Sec 3, Par 11	Yes
Increase Shift Differential - Dispatchers	Art 2, Sec 5, Par 1(h)	Yes
Add Shift Differential - Controllers	Art 2, Sec 5, Par 1(h)	Yes
Increase Shift Differential - RoadSupervisors	Art 2, Sec 5, Par 2(g)	Yes
Add Shift Differential - Rail and Lead Supervisors	Art 2, Sec 5, Par 2(g)	Yes
Increase Shift Differential - Maintenance Division	Art 3, Sec 6, Par 1	Yes
4 Healthcare - Post-65 plan swap	Art 1, Sec 9, Par 1[c][2]	No
5 Allowances		
Allowances - Uniforms	Art 2, Sec 8, Par 2	Yes
Allowances - Boots (add Bus Operators & Supervisors)	Art 2, Sec 8, Par 4	Yes
Allowance - Maintenance shoes and work jacket	Art 3, Sec 5, Par 7	Yes
6 Sick Leave Conversion Rate	Art 1, Sec 9, Par 5(d)	Yes
7 Min-Run Operators		
Mini-Run - Accrue vacation from date of hire once an Operator	Art 1, Sec 7, Par 3(m)	Yes
Operator - Accrue vacation from hire date as a Mini-Runner	Art 1, Sec 7, Par 3(m)	Yes
Mini-Run - Funeral leave according to schedule	Art 1, Sec 9, Par 8	Yes
Mini-Run - Holiday pay; amount of pay based on schedule	Art 2, Sec 2, Par 6	Yes
8 Holiday Pay - Amount of pay based on schedule	Art 1, Sec 8, Par 1	Yes
9 Continuity of Service - Runs concurrent with protected leaves	Art 1, Sec 12, Par 2(b)(5)	Yes
10 Junior Partsperson - Initial Bid	Art 3, Sec 20, Par 5 [New]	Yes
11 LRV Mid-Life Remanufacturing	Supp. Contracting Out	Yes
12 Discipline - Notice to ATU in 72 Hours	Art 1, Sec 4, Par 2, 6	No
13 Vacation - Convert to days	Art 1, Sec 7, Par 3(k)	No
14 Vacation - Payout Industrial Injury	Art 1 Sec 7, Par 3	Negligible
15 Holiday Pay - waive can convert to leave hours	Art 1, Sec 8, Par 7 [New]	Negligible
16 Assault requiring medical attention - No time loss	Art 1, Sec 9, Par 5(k) [New]	Negligible
17 SIP - Notice to ATU; recorded calls; monthly report	Art 1, Section 19, Par 12 [New]	No
18 Operator sign up - 4th and 5th day options	Art 2, Sec 1, Par 10(46)	Negligible
19 Vacation Day Openings - week and week-end days	Art 2, Sec 1, Par 6(f)	Negligible
20 Mini-Run - Probationary standards	Art 2, Sec 2, Par 7	Negligible
21 Mini-Run - OFLSA eligibility - average 20 hours	Art 2, Sec 2, Par 12 [New]	Negligible
22 Mini-Run - Credit for time in promotion decisions	Art 2, Sec 2, Par 13	No
23 Rail Controllers & Rail Supervisors - New provisions	Art 2, Section 10 [New]	No
24 Pension Multiplier - Updated	Art 10, Sec 1, Par 6, 7	No
25 Duration of Contract	Art 1, Sec 1, Par 1	No
26 Mini-Run Schedule Options - three, four, five days	Art 2, Sec 2, Par 11	No
28 Buyer Position - Right of Selection	Art 5, Sec 1, Par 2	No
29 TTA RE: CPI-W (West)(B,C) replaces CPI-U Portland	Various	Negligible
30 TTA RE: Houskeeping Items	Various	No
31 ATU withdraws UP-023-17	Art 1, section 12, Par 2(b)(5)	Yes

SUMMARY - COST (SAVINGS) COMPARED TO STATUS QUO

#	Topic	Year 1	Year 2	Year 3	Total Cost (Savings)	Cost Per EE Over 3 Yrs.
1	Wages	\$2,080	\$757,934	\$997,581	\$1,757,595	\$705.29
	Wages - General Increase					
	Wages - Student Operator					
	Wages - Ratification Payment, Journey Workers at \$30.39					
	Wages - Mailroom Service Clerk					
2	Step Advancement - Service Workers	\$0	\$303,862	\$303,888	\$607,750	\$243.88
3	Night Shift Differential	\$0	\$208,772	\$335,526	\$544,298	\$218.42
	Increase Shift Differential - Station Agents					
	Increase Shift Differential - Dispatchers					
	Add Shift Differential - Controllers					
	Increase Shift Differential - Road Supervisors					
	Add Shift Differential - Rail and Lead Supervisors					
	Increase Shift Differential - Maintenance Division					
4	Healthcare - Post-65 plan swap	\$0	\$0	\$0	\$0	\$0.00
5	Allowances	\$0	\$187,075	\$187,075	\$374,150	\$150.14
	Allowances - Uniforms					
	Allowances - Boots (add Bus Operators & Supervisors)					
	Allowance - Maintenance shoes and work jacket					
6	Sick Leave Conversion Rate	\$0	\$3,422	\$3,422	\$6,844	\$2.75
7	Mini-Run Operators	\$584,225	\$567,622	\$521,629	\$1,673,476	\$671.54
	Vacation Accrual-Prospactive					
	Vacation Accrual-Retrospective					
	Mini-Run - Funeral leave according to schedule					
	Mini-Run - Holiday pay; amount of pay based on schedule					
8	Holiday Pay - Amount of pay based on schedule	\$0	\$159,910	\$165,107	\$325,017	\$130.42
9	Continuity of Service - Runs concurrent with protected leaves	\$0	(\$161,595)	(\$166,442)	(\$328,037)	(\$131.64)
10	Junior Partsperson - Initial Bid	\$0	(\$12,371)	(\$12,723)	(\$25,094)	(\$10.07)
11	LRV Mid-Life Remanufacturing	\$0	(\$2,292,533)	(\$399,842)	(\$2,692,375)	(\$1,080.41)
Total Cost Increase for 3-Year Contract Compared to Status Quo:		\$586,305	(\$277,902)	\$1,935,221	\$2,249,624	\$900.33

ATU Local 757 and TriMet Tentative Agreement

November 10, 2017

ATU Local 757 and TriMet Tentative Agreement

November 10, 2017

Article 1, Section 4, Par. 2, 6 (RE ATU # 6, # 7):

Par 2. ~~Suspension or discharge~~ All discipline of an employee who has been an employee of the District for a period in excess of 120 days shall be based on just and sufficient cause with full explanation given to the employee in writing. The Union will be notified in writing of all discipline within ~~thirty-six (36)~~ seventy-two (72) hours of the action being taken.

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 ~~third~~ 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.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 1, Section 7, Par. 3(k) (RE ATU # 11):

All salaried classifications shall be permitted to convert ~~up to two (2)~~ all weeks of vacation each year to use one day or various numbers of hours at a time.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 1, Section 7, Par. 3 (RE ATU # 13):

NEW Par. 3(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.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 1, Section 7, Par. 3(m) (RE ATU # 14):

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 30 days following ratification of this Agreement by both parties [substitute actual date once known], accrue vacation based upon their original hire date as a Mini-run operator. If a current full-time operator formerly was a Mini-run operator, then beginning 30 days following ratification of this Agreement by both parties [substitute actual date once known], s/he shall accrue vacation based upon his/her original hire date as a Mini-run operator.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

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Article 2, Section 8, Pars. 2, 4 (RE ATU # 77, 78):

Par. 2. The District will provide a ~~\$315.00~~\$350 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. 4. Rail Operators, Light Rail Supervisors, Bus Operators, Bus Supervisors, and Light Rail Training Supervisors will receive a work boot allowance of ~~\$675.00~~ annually and additional work boot expenses may be reimbursed through use of the existing uniform allowance.

Article 1, Section 8, New Par. 7 (RE ATU # 19):

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. Notice of intent to waive holiday pay shall be given in the manner designated by the District.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 1, Section 9, Par. 1(c)(2) (RE NONE: ATU MADE NO PAR. 1(c) PROPOSAL IN NEGOTIATIONS)

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 (HMO)(PPO). Effective January 1, ~~2016~~2018, the UHC HMO-PPO plan will change to the UHC PPO Co-Pay plan if the parties sign a tentative agreement by November 10, 2017, plan or its substantial equivalent. 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.

Article 1, Section 9, Par. 5(d)(RE ATU # 28):

d. 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 ~~\$0.25~~30 per hour for each such hour of unused, accrued sick leave.

Article 1, Section 9, New Par. 5 (k) (RE ATU # 32):

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

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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, TriMet will notify the Union.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 1, Section 12, Par. 2(b)(5) (RE ATU # A.14, # 57):

See Attachment 1. As a result of accepting this proposal, ATU also agrees to withdraw its pending charges in ULP 023-17 regarding the implementation of the Oregon Sick Leave Law.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 1, Section 19, New Par. 12 (RE ATU # A.4):

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 business (3) days prior to an intent to discipline meeting that will address the same.
- a-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. TriMet shall provide to each Executive Board Officer a monthly report of SIPs received within that Executive Board Officer's jurisdiction.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 2, Section 1, Par. 10(46) (RE ATU # 52):

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 they may do so. On their fourth and fifth days s/hetthey will go to their regular place on the extra list at that garage, and be governed by the position of the red line.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 2, Section 1, Par 6(f) (RE ATU # 50):

Cancel the Side Letter dated December 5, 2007, and change Article 2, Section 1, Par 6(f) to:

"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

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

Center: 11

Powell: 11

Merlo: 7

Ruby: 3

Elmonica: 2

ATU and TriMet 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.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 2, Section 2, Par. 7 (RE ATU # 56):

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 their/his/her six (6) month probationary period will remain on probation until completion of his/her six (6) month probationary period. However, once becoming a full-time Operator, s/he shall be subject to the same standards as other full-time Operators. Mini-run operators are covered by Article 1, Section 2, Paragraph 2; Section 3 and Section 4.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 2, Section, 2, New Par. 12 (RE ATU # 34):

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 TriMet 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.

Note: Solely for TriMet's own notetaking purposes, this proposal is contingent upon acceptance of the proposal regarding Article 1, Section 12, Par. 2(b)(5) (regarding ATU # A.14 and #57), above. This notation has no effect on this being a package proposal as a whole.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 2, Section 2, New Par. 13 (RE ATU # 58):

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.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 2, Section 3 Par. 11 (Re ATU #60)

All Station Agents working between the hours of 6:00 PM and 6:00 AM shall receive a night shift differential of \$1.00 twenty-five cents (-\$.25) 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.

Article 2, Section 5, Par. 1(h) (Re ATU #67)

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 ~~twenty-five cents (\$.25)~~ 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.

Article 2, Section 5, Par. 2(g) (Re ATU #72)

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 ~~twenty-five cents (\$.25)~~ 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.

Article 3, Section 5, Par. 7 (RE ATU 93)

Par. 7. ~~Upon ratification of this Agreement, 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 ~~\$150~~200.00 per employee annually. Reimbursement for shoes will be governed by the District's Work Shoe Policy jackets by the District's general reimbursement policies.

Article 3, Section 6, Par. 1 (Re ATU # 99)

A differential of ~~thirty cents (\$0.30)~~ \$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. ~~If fifty percent (50%) of work in any shift is within the hours covered by the night differential rate, the entire shift shall be paid for at the night differential rate. This night shift differential shall increase to thirty five cents (\$0.35) per hour effective February 1, 1993, and to forty cents (\$0.40) per hour effective February 1, 1994)~~

Article 2, New Section 10 (RE TriMet Rail Controllers and Rail Supervisors Proposal)

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 per day shall be guaranteed time off for vacation, birthday, or floating holiday.
- 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.

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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. ATU and TriMet 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.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 3, Section 1, Par. 9, 10 (RE TriMet Direct Hire – Journey Workers)

For purposes of this mediation package offer, TriMet would withdraw its Direct Hire – Journey Workers proposal.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 3, Section 1, 9, 14 (RE TriMet Warranty Work Proposal):

For purposes of this mediation package offer, TriMet would withdraw its Warranty Work proposal.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 3, Section 15, Section 21 (RE TriMet Selection of Apprentices Proposal):

For purposes of this mediation package offer, TriMet would withdraw its Selection of Apprentices Proposal.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 9, Section 3 – Pay Schedules (RE ATU # 110, 114, 117, 118, 120, 122, 123, 115):

Student Operators, during their period of training: \$14.683 beginning December 1, 2017; increased by 3.25% on December 1, 2018.

Bus Cleaner/Bus Service Worker/Rail Service Worker: Bump up all incumbents in steps 1 – 7 one step upon ratification of this Agreement. Eliminate the current Step 1 (\$15.20); Step 2 (\$16.41) shall become the new Step 1. The top step will become Step 7 (equal to step 8 (\$23.76)). These rates will increase by the amount of the general wage increase as stated below. This change shall have no effect upon pay code 940 hired before 4/1/89.

Note: The rates stated are the December 1, 2015 rates.

Mail Service clerk – increase \$1.00

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, 2012; 3.25% on December 1, 2013; and 3.25% on December 1, 2014.

Solely as an inducement to the Maintenance Division employees to ratify this Agreement, and as a trade-

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off for additional wage increases proposed for Maintenance Journeyworkers, and unrelated to hours of employment or service, TriMet offers employees in the following pay codes and in active status as of the date of ratification shall be paid a one-time ratification payment of \$1,000. This ratification payment is specifically conditioned upon ratification of this Agreement by ATU on or before December 1, 2017.

551 – Journeyworker LRV Mechanic

557/968 – Plant Maintenance Mechanic

931 – Journeyworker Mechanic

451 – Journeyworker Mechanic Streetcar

981 – Vehicle Maintainer (Non-Revenue)

888- Commuter Rail Maintenance

hourly rate of all journey-level workers will be increased by \$1.00/hr.

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.

~~Par. 2 – During the term of this Agreement, TriMet shall complete a comprehensive review of the total direct compensation for the pay codes listed in paragraph 1 above. Results of the review shall be provided to the Union. If the average total direct compensation of incumbents in these classifications is below the market average of the “West Coast 11” (as coined by Arbitrator Gaba), the District shall increase base wage in the amount necessary in order for the average total direct compensation of incumbents to be equal to the market average of the “West Coast 11.” Total direct compensation includes base pay, longevity pay, and allowances.~~

The above highlighted provision is withdrawn.

Article 10, Section 1, Par. 6 (RE ATU # 129):

~~As of February 1, 2016, rRetirement pay for an active employee who is hired by the District before the first day of the month following the date of the Arbitrator’s decision, will be calculated on the basis of \$42.00 \$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.~~

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Article 10, Section 1, Par. 7 (RE ATU # 130):

The ~~\$42.00- \$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, ~~2015~~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.

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

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Attachment 3

Article 10, Section 3 (RE ATU # 134):

Article 10, Section 3 will be deleted and relocated to Article 1, Section 1, Par. 1 and revised to read:

This Agreement shall remain in effect from December 1, 20xx through November 30, 20xx, as amended, and shall continue from year to year thereafter unless either party gives sixty (60) days written notice of reopening this Agreement. ~~It is understood that the subject of pensions and all contractual aspects thereof shall not be subject for negotiations during the term of while this Agreement is in effect and No other change in the this Agreement Labor Agreement between the parties shall can change the pension entitlement rights or pension benefits amounts, or the obligations of the District during the term of this Agreement.~~

TriMet understands from prior proposals this language would be acceptable as part of a contract settlement.

Supplemental WWA - Contracting Out (RE TriMet Contracting Out Proposal)

See attached contracting out proposal: Attachment 2.

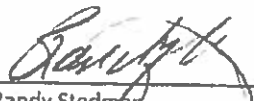
OTHER TRIMET PROPOSALS:

For purposes of this mediation package proposal, TriMet withdraws all its other proposals not previously TTA'd. All TTA's previously agreed to are part of this Tentative Agreement.

OTHER ATU PROPOSALS:

For purposes of this mediation package proposal, ATU withdraws all its other proposals not previously TTA'd. All TTA's previously agreed to are part of this Tentative Agreement.

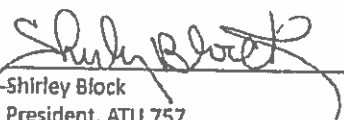
For TriMet



Randy Stedman
Executive Director, LR/HR

11/20/17
Date

For ATU 757



Shirley Block
President, ATU 757

11/20/17
Date

Attachment 1

Article 2, Section 2, Paragraph 11 deleted in its entirety and replaced with the following:

Par. 11. Four and three day work weeks will be available to MROs on a limited basis at all bus garages in addition to a five day workweek. Within availability, as set by the District, MROs 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 MRO 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 MROs 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.
- g. Funeral leave: Article 1, Section 9, Paragraph 8 applies to MROs, except that the number of hours off per day will match the number of hours the MRO is scheduled to work (e.g.: a three-day MRO shall receive ten (10) hours pay while on such leave).

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

Article 1, Section 9, Paragraph 8 shall be revised as follows:

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 six (6) hours pay while on such leave.~~ Mini-Run Operators shall receive funeral/memorial leave pay according to their work schedule, as discussed in Article 2, Section 2, Paragraph 11.

Article 1, Section 8, Par. 1 shall be revised as follows:

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. 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

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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.

Article 2, Section 2, Paragraph 6 shall be revised as follows:

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 (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....

Article 1, Section 12, Par. 2(b)(5) shall be revised as follows:

By absence due to sickness while such sickness continues 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.

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**Oregon Sick Time Law
WWA Changes Implemented Upon Waiver of Bargaining
Effective January 1, 2016**

Article 1, Section 9:

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 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, 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 schedule or notification procedures may result in discipline.

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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 91st day of employment. Any absences prior to the 91st 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).

- c. 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.
- e. 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.
- f. 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 \$0.25-30 per hour for each such hour of unused, accrued sick leave.
- g. 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.
- h. 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.
- i. 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. TriMet shall pay all reasonable costs incurred in providing medication verification or certification required, including lost wages and any out of pocket costs, including the deductible.
- j. 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.
- k. 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

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more than five (5) consecutive scheduled working 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.

- i. Employees may use two (2) days sick leave per year (as measured by the vacation year) as personal days. Employees may use two (2) days sick leave per year (as measured by the vacation year) for the care of a member of the employee's immediate family (spouse, children living at home). 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.
- m. 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 .

Article 2, Section 1:

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 whom normally work the day of the holiday will have first choice of shifts. Operators volunteering to work whom 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.

Article 2, Section 2:

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

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based upon an accrual formula equal to seventy-five (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 ~~six (6)~~ one (1) sick leave for every ~~140-23.33~~ 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 91st 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.

Article 6, Section 1:

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 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.

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- 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.

Side Letter: Time Loss Notification:

Change transportation department policy time loss notification from 100 to 90 hours and 120 hours to 110 hours, except as may be adjusted pursuant to Oregon Sick Time Law (OL Ch. 537, Sec. 10, 2015).

Except for the 5-year limitation on mid-lie remanufacturing, TriMet is essentially accepting ATU's 10/13 and first 11/09 proposals, but pegging sunset dates to the term of the agreement rather than two or four years as proposed by ATU

Attachment 2

Supplemental Working and Wage Agreement Relating to Contracting Out

1. The Union recognizes the right of the District to subcontract the following items, components and/or services during the life of the Working and Wage Agreement for the Light Rail system which expires on November 30, 1998, as specified hereto, subject to further review and revision by the provisions of Article 3, Section 14 of the Working and Wage Agreement.

2. Rail Equipment Maintenance

~~Present Banfield System~~

~~Revenue Vehicles~~

a. Truck system equipment

~~Gearbox crown and pinion assembly (7/96) (through period stated in MOA A.15)~~

Primary suspension

Slewing ring

Shock absorbers

Axle

Axle flexible coupling

Crown wheel refurbish

Shim machining

Flange machining

b. Electrical distribution system equipment

Converter assembly (7/96)

Inverter/Auxiliary Power Supply (APS) (major rework/overhaul)(through term of this contract)

Converter transformers

Converter PCBs (7/96)

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Cab control PCBs (7/96)

Inverter assembly

Speedometers

Battery cells

Battery disposal/recycling

c. **Propulsion system equipment**

Propulsion System component assemblies and subassemblies(through term of this contract)

~~Electronic control unit PCBs (7/96)~~

~~Pre-excitation device contactor (7/96)~~

~~Traction motor (major rework)~~

~~Motor shunt reactor~~

d. **Door system equipment**

Door PCBs (7/96)

e. **Coupler system equipment**

Coupler assembly (4/96)

f. **Friction brake system equipment**

HPCU servo valve (except for minor repairs)

Type 4 and 5 Friction brake system hydraulic pump units (through term of this contract)

Friction brake system hydraulic pump units (through term of this contract)

Actuators (except for minor repairs)

Caliper specialty machining and fabrication

Braking control units

g. **Communication**

CCTV Recorder

~~Printed circuit boards (PCBs) (except for minor repairs)~~

~~Electronic horn PCB (7/96)~~

~~Communication control unit (1/97)~~

~~PA amplifier (1/97)~~

~~Passenger intercom (1/96)~~

~~800-MHz radio~~

h. **ATS/TWC system equipment**

~~Train logger memory module~~

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~~Train logger power supply~~

~~TWC control box~~

~~TWC transponder~~

~~ATS DC/DC converter~~

~~ATS switching unit~~

i. ~~Carbody/Interior equipment~~

~~Seat cushions (except for R & R) (7/95)~~

~~Glass replacement (7/95)~~

~~Car body work (limited to chipping, grinding, and exterior polishing)~~

~~Interior and exterior decal installation and replacement~~

~~Car body structural defects/corrosion remediation~~

~~Fleet interior and exterior refurbishment~~

j. ~~Air comfort HVAC system~~

~~PCBs (except for minor repairs) (through term of this contract)~~

~~Electronic control unit~~

~~HVAC unit (major rework/overhaul)~~

~~Overhead motor (major rework)~~

~~Cab heater motor (major rework)~~

k. Inter-life vehicle remanufacturing/rebuild

TriMet agrees that all remanufacturing will be completed offsite and that the work will be for the entire train car completed as a single package of work covering the following categories (i.e., not an overhaul or rebuild of just individual components on the list). TriMet will meet with ATU to provide information regarding the remanufacturing of LRV cars).

Propulsion System

Friction Brake System

Auxillary Power Supply (inverters)

Communication System

Passenger Door System

HVAC System

Bridgeplates

Couplers

Pantograph

Carbody Exterior Refurbishment

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Glass and Window Extrusions

Mirrors

Windshield Wipers

Interior and Exterior Lighting System

Articulation Section

Car Interior Refurbishment

Operating Cab Interior Refurbishment

System Upgrades and Improvements

k. ~~_____~~ Fare/lift

Hydraulic cylinders

Platform non-skid surface

l. ~~_____~~ Vintage trolley

Motor/generator assembly (except minor motor repair and Gearbox assembly)

Inverter control PCB

Pneumatic brake system equipment

Propulsion resistors

Wheel re-tiring

ATS/TWC system

Air compressor

Seats

Batteries

3. Maintenance of Way Maintenance

~~Present Banfield~~ Light Rail System

a. Landscaping

Pruning, cutting, plants/shrubs/grass/weeds (contract in excess of work capacity of three (3) full-time rail landscape employees)

Hy-rail weed spray in ROW

Tank-truck watering of trees

b. Track and ROW structures

Timber bridges, inspection/repair

Concrete/steel bridges inspection/repair

Timber tie renewals (major reconstruction work only)

Track resurfacing/realignment

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Rail replacement/transposition

Rail grinding

Rail welding

Rail ultrasonic testing

Rail profile testing

Paved track drain vaults cleaning

Rail support elastomer repairs

Street brick repairs

Cobblestone repairs

Grade crossing reconstruction/repairs

ROW fence installation

c. MOW Equipment Systems/Plant Maintenance

Elevator inspections/repairs

Substation electrical testing

Painting of catenary poles ~~(7/96)~~ (through term of this contract)

Painting of substations/RJ building/crew rooms ~~(7/96)~~ (through term of this contract)

HVAC/electrical/plumbing systems (tasks beyond in-house capabilities)

Overhead contact wire replacement (large programs or projects only)

Signal relays/equipment ~~(7/96)~~ (through term of this contract)

Electrification switchgear ~~(7/96)~~ (through term of this contract)

Track switch machines

Other electro/mechanical instruments ~~(7/96)~~ (through term of this contract)

Printed circuit boards ~~(7/96)~~ (through term of this contract)

d. Station and Park-Ride Facilities

Painting of station structures ~~(7/96)~~ (through term of this contract)

Pavement resealing/restripping

Brick paver cobblestone repairs

Park-ride pavement sweeping and drain cleaning ~~(7/97)~~ (through term of this contract)

e. Other

Emergency repairs (beyond in-house capabilities)

Environmental remediation (beyond in-house capabilities)

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~~4. The above listed items, components and/or services identified with a date, shall be performed in house on or after the first day of the month and year indicated, unless the joint committee, as provided for in Article 3, Section 14, Paragraph 4, agrees to continue subcontracting of the particular item, component and/or service.~~

~~45. It is the intent of the parties that all maintenance and repair work on the Light Rail system be performed by District employees, ~~on the Banfield system will also be performed on the Westside extension after that project is up and running, with due consideration given to excepting items identified in this Supplemental Agreement,~~ warranty work, ~~or any new~~ generation equipment, and other work as may be agreed to by the ~~is subject to review by the joint committee pursuant to Article 3, Section 14, Paragraph 4.~~ Nothing in this section affects the Union's right to negotiate the wage rate for any and all new classifications established pursuant to system expansion. ~~for light rail on either the Banfield system and/or Westside extension.~~~~

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Tentative, Tentative Agreement on Housekeeping Items

June 14, 2017

The parties reached a TTA on the following housekeeping items:

Article 1, Section 1,

~~Par. 4(a): The parties have agreed to labor/management meetings (three representatives from each side to make recommendation to the District on health insurance plan design, benefits levels, and the possible utilization of a private healthcare exchange for the plan year 2016.~~

MOA Portland Streetcar Special Project:

10. "Extra Board: The District extra board and its rules will not be used for Streetcar Department work."

Buyer Position - Article 5, Section 1, Par 2.

~~Par. 2. Sign-ups for Buyer shall be for one (1) year. Buyer position openings shall be filled by qualified applicants, and will be opened initially to all TriMet Union employees. Stores employees, followed by Maintenance employees, shall have priority. Promoted Buyers shall be subject to a probationary period of ninety (90) days.~~

Article 1, Section 6, Par 1 - Overtime

Par. 2. All monthly employees covered under this Agreement shall receive time and one-half 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.

Article 1, Section 7 - Vacations

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 April 1, 1951, his/her vacation base year shall be April 1 through March 31 of each year.~~

~~Employees in this category, whose employment was prior to April 1951, shall be entitled to their fourth week of vacation on the tenth anniversary of such employment, and to their fifth week of vacation on the 16th anniversary of such employment, and to their sixth week of vacation on the 24th anniversary of such employment.~~

~~a.b. If the employee's first date of last employment by the District or its predecessor was prior to July 1, 1971 from April 1, 1951 through June 30, 1971, their vacation base year shall be the 12-month period following their anniversary date of last employment each year.~~

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Par 3. The following additional special considerations are applicable:

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. ~~If an employee whose first date of last employment was on or after April 1, 1951, is laid off or discharged or resigns, retires, or enters military service and has been paid vacation pay in advance of their anniversary date of such employment in excess of the pro rata vacation pay to which they are entitled under the provision of this Paragraph, such excess payment shall be deducted from their final check.~~

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 may choose the order in which paid leave hours shall be applied to 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.

Article 2, Section 1, Par 2(g)(3):

3. In the event the District establishes any new or different road relief points, it will notify the Union at least ninety (90) days prior to the use of such point, and the parties will promptly meet and negotiate a proper allowance for such road relief point. If they are unable to agree on an amount, the issue will be submitted to arbitration as provided in Article 1, Sections 3 and 4.

Article 2, Section 1, 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 Risk Management Department to make out special reports shall receive the same pay allowance as prescribed for accident reports.

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Article 2, Section 7, Par. 3 and Par. 4:

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 ~~Driver Supervisors, Road Supervisors, and Training Supervisors.~~

Par. 4. Sign-ups for ~~Driver Supervisors, 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.

Article 2, Section 9, Par 4:

Par. 4. Rail Operators starting and quitting time for LRT and ~~Vintage Trolley Operation~~ 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., 11th 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.

Article 3, Section 3, Par. 1(c)(9):

9. *Union Leave:* Actual time loss will be paid, per conditions set by this Agreement ~~the labor agreement.~~

Article 3, Section 15, Par 7:

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.

~~Passed-up mechanics:~~

~~a. For Existing Openings:~~

~~1. Any journey level mechanic who applied for apprentice openings on the February 11, 2000 posting and who had more than 5 years seniority as a journey level mechanic at the time of the posting and who met all other required prequalifications shall enter that program at the next available opportunity based upon the base journey level rate for the discipline they are entering, but without longevity progressions.~~

~~2. Mechanics on the February 11 posting who meet the qualifications listed above shall have one opportunity to enter a program for each program they selected under these rules. Those who decline to enter when given their opportunity will forfeit this rate when entering that program in the future and will be subject to the pay rates outlined in "For future openings" below. Those who enter a program shall forfeit use of this language if they leave that program and shall receive the helper rate as outlined under "For Future Openings" below upon entry into any subsequent apprenticeships.~~

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~~b-a.~~ For Future Openings:

Article 9, Section 3:

The parties agree to add the follow new jobs need to the wage tables:

- Field Operations Training Supervisor
- Customer Experience Agent
- Field Outreach and Community Relations Rep

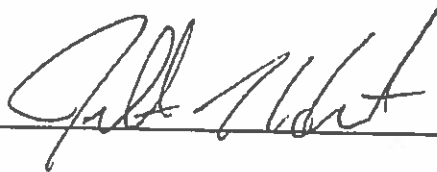
Article 10, Section 1, Par. 6:

Par. 6. Retirement pay for an active employee who is hired by the District before August 1, 2012 ~~the first day of the month following the date of the Arbitrator's decision,~~ will be on the basis of ~~\$42.00~~ \$83.78 per month for each full year of service as of February 1, 2016.

Article 10, Section 1, Par. 14:

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 ~~the~~-this Agreement entered into and executed by both parties.


For ATU:



Date:

6/14/17

For TriMet:



Date:

6/14/17

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Tentative, Tentative Agreement on District's Junior Partsperson Initial Bid Proposal

July 28, 2017

In a mediation side bar on July 28, 2017, the parties reached a TTA on the following item:

TriMet's proposal for Junior Partsperson - Initial Bid - Article 3, Section 20 Stores, Paragraph 5 (New) Subparagraph e is accepted as proposed by TriMet.

For ATU: Shirley Block

Date: 08/17/17

For TriMet: [Signature]

Date: 07/31/17

Tentative, Tentative Agreement on Housekeeping Item

November 9, 2017

The parties have reached a TTA on the following housekeeping item:

The CPI-Portland index will be discontinued effective January 2018. The parties agree there is a benefit to using a consistent CPI index throughout the agreement.

In every place where the WWA references the term CPI, the parties agree to change the reference to the CPI-W West (B/C) (populations under 1.5 million). In particular, changes will be required to the following provisions:

- Page 13 - Article 1, section 9, Par. 1(c)(2)(f)
- Page 14 - Article 1, Section 9, Par. 1(e)
- Page 104 - Article 10, Section 1, Par 5(c)
- Page 104 - Article 10, Section 1, Par. 8
- Page 114 - Pension
- Page 122 - Portland Streetcar Special Project, Appendix A

For ATU:



Date:

11/30/17

For TriMet:



Date:

11/30/17

RESOLUTION 17-12-86

RESOLUTION OF THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) AUTHORIZING THE BOARD PRESIDENT, GENERAL MANAGER AND THE CHIEF NEGOTIATOR TO ENTER INTO A NEW WORKING AND WAGE AGREEMENT WITH DIVISION 757 AMALGAMATED TRANSIT UNION

WHEREAS, TriMet has authority pursuant to ORS 267.200 to enter into Working and Wage Agreements; and

WHEREAS, TriMet and Division 757 Amalgamated Transit Union have reached agreement on a new Working and Wage Agreement;

NOW, THEREFORE, BE IT RESOLVED:

That the TriMet Board of Directors hereby ratifies and authorizes the Board President, General Manager and the Chief Negotiator to execute the following agreements and documents:

1. TriMet and Division 757 Amalgamated Transit Union Working and Wage Agreement, effective December 1, 2016 through November 30, 2019.
2. Any and all Supplemental Agreements, Side Letters, and other documents necessary to execute for purposes of entering into a new Working and Wage Agreement and to effectuate the purposes of this Resolution.

Dated: December 13, 2017

Presiding Officer

Attest:

Recording Secretary

Approved as to Legal Sufficiency



Legal Department