

12/12/19

Given Union:

TriMet's 2019 initial contract proposal
December 12, 2019
Article 1 Section 2 membership rep rights

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

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

Section 2 – UNION

Par. 2. Membership

- a. For newly hired bargaining unit employees, TriMet shall provide, within ten (10) calendar days of their hire, the following information:
 - The employees name and date of hire
 - Work telephone number, if any
 - All personal telephone number(s) on record
 - Work electronic mail address
 - The employee's personal mailing address
 - Job title, salary and work site location
- b. TriMet shall provide the same information for all bargaining unit employees every 120 days.
- c. On a monthly basis TriMet shall provide a list of all bargaining unit employees who have left the District.
- d. The information above will be provided by electronic mail in an Excel spreadsheet.

Par. 3. Dues Deductions

- a. On or before the first Friday of each month the ATU will provide Excel spreadsheet lists of:
 - The bargaining unit members who have provided authorization to ATU for TriMet to make a dues deductions from their pay checks for that month. The list will highlight employees who are on the list for the first time and any change 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.
- b. Each month TriMet will make the deductions of initiation fees and dues deductions in the amounts provided in the lists received on the first Friday or if a new list was not received the list from the prior month. TriMet will remit the funds deducted to ATU within 15 days of the payday when the deductions were made.
- c. In the event an employee makes a claim that a deduction made pursuant to the lists provided by ATU was not authorized, the ATU shall indemnify, defend, and hold TriMet harmless for any claim, judgment, fee or cost, including prevailing party attorney fees for any unauthorized deduction resulting from TriMet's reliance on the lists in subsection (a).

- d. ATU designated representatives shall have the right to meet with new employees for one hour within 30 days of an employee's date of hire, without any loss of pay for the employee. For Operators, TriMet will schedule and coordinate with ATU to provide ATU with the last hour of the day during operator training. For other employees, TriMet will coordinate with ATU to schedule an hour at the end of any new union employee orientation for ATU to meet with the new employees. For employees who do not have or do not participate in a group orientation, the ATU may arrange with the employee's supervisor to meet with them individually or in groups for an hour.
- e. 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.

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. 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 5th day of each month. In the event that the employee fails to furnish written proof to the Union that such has been accomplished, the Union shall have the right to require the District to deduct the amount from the employee's compensation.~~
- ~~e. 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. 34. Representative's Rights

a. The District agrees that the officers and members of the Union shall be granted ~~leaves of absence on~~ release time for 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. 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. Officers granted release time will be (deal with compensation/benefits issues)~~

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- c. 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 needs to engage in an activity provided above during their regular scheduled work hours, they will request the time writing to their supervisor; identifying the activity; the employee, case or matter involved; and the date, time and duration of the activity. If there are questions about whether the time is reasonable, the supervisor will talk with the designated representative first. If there still is a question about whether the time is reasonable, 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 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, workplace-related complaints and other matters relating to employment relations. These meetings are to be arranged with the employees supervisor to assure that it does not interfere with TriMet's operations;
 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.