

Article 1 - Section 2 – UNION

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 employees name and date of hire
 - ii. Work telephone number, if any
 - iii. All personal telephone number(s) on record
 - iv. Work electronic mail address
 - v. Personal electronic mail address (currently not collected)
 - vi. The employee's personal mailing address
 - vii. Job title, salary and work site location
- b. TriMet shall provide the same information for all bargaining unit employees every 30 days.
- c. The information above will be provided by electronic mail in an editable digital format.
- 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 coordinate with ATU to schedule ATU into the training calendar to provide ATU with the last hour of one day during operator training. For other employees who have group training or orientation, TriMet will coordinate with ATU to schedule an hour at the end of a day for ATU to meet with the new employees. For employees who do not have or do not participate in a group training/orientation, the ATU may arrange with the employee's supervisor to meet with them individually or in groups for an hour. New employees can participate for an hour without loss of compensation or leave benefits.
- e. ATU may arrange to continue to use the location after the employees' work day is completed to continue to meet with the employees.

Par. 3. Dues Deductions

- a. Each month ATU will provide the following information
 - i. All changes to the bargaining unit members' dues or deductions,
 - ii. The bargaining unit members who have provided authorization to ATU for TriMet to make 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.
 - iii. The bargaining unit members who have authorized an initiation fee.
 - iv. The bargaining unit members who have revoked the authorization of the dues

deduction.

- v. Bargaining unit members who should no longer have any deductions.

- b. TriMet will make deductions from the second paycheck of the month based on the information that TriMet has from ATU at 8:00AM the Wednesday following the end of the payroll period for the second check of the month.

- c. TriMet will provide ATU an annual calendar showing the Wednesday's each month for the calendar year. If ATU doesn't provide a new list by the deadline, TriMet will use the last list it has received.¹ TriMet will remit the funds deducted to ATU within 15 days of the payday when the deductions were made.

- d. Each month TriMet will provide the following lists to ATU for all bargaining unit employees:²
 - 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 number changes
 - 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

- e. 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 (b)

- f. 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~~

¹ See attached 2020 and 2021 calendars

² See attached Spreadsheet for April 2020

~~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.~~