

LETTER OF AGREEMENT (LOA)

Between International Association of Machinists and Aerospace Workers Local Lodge 160 and Intercity Transit Regarding *Janus v. AFSCME* and New Hire Orientation

Purpose

This Letter of Agreement (“LOA”) is entered into by and between Intercity Transit and the International Association of Machinists and Aerospace Workers, Local Lodge 160 to address the recent U.S. Supreme Court decision of *Janus v. AFSCME* and new-hire orientation required by RCW 41.56.037. The parties agree to modify Article 7 and Article 8 of the 2017-2019 collective bargaining agreement (“CBA”) based on the language indicated below.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 ~~It shall be a condition of employment that all employees of the Employer covered by this Agreement and those employees hired on or after its execution date shall, on the first day of beginning of such employment, become and remain members of the Union, provided that objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay a service charge equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative for which such employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.~~ All bargaining unit employees may voluntarily choose to join the Union, or may decline to join the Union. Employees have the choice of paying Union dues, declining to join or resigning from the Union and paying agency fees to support the costs associated with Union representation, or becoming non-members without any financial contribution paid to the Union. The payment of Union dues or agency fees is governed by the terms of Section 7.2 below.

Section 7.2 ~~— The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union. The parties also agree that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) days notification of the Union's intent to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue.~~

Section 7.3 ~~— The Union agrees that the Employer shall not terminate the employment of any employee under the provisions of this Article until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.~~

Section 7.42 The Employer agrees to deduct from the paycheck of each employee who has so authorized and affirmatively consented to it, the regular monthly dues and/or agency fees designated by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. ~~Authorization by the employee shall be on a standard form approved by the Employer and may be revoked by the employee upon request and the Union so notified~~ Authorization by the employee shall be on a standard form supplied by the Union, demonstrating the employee affirmatively consents to the deduction of Union dues or agency fees. Authorization may be revoked by the employee upon written request to the Employer, with the Union so notified.

Section 7.53 The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

Section 8.1 Business Representative Access to Work Site and/or Employees. The Business Representative or other full-time representatives of the Union shall be admitted to the facility by the Employer or allowed to talk to employees during working hours, provided advance notification is provided to the Employer and such visitation does not interfere with normal operations. All such representatives shall comply with the security regulations as required of all other visitors.

Section 8.2 Union Steward. The Union shall designate one employee per shift as Union Steward and one alternate per shift to investigate complaints or claims of grievance on the part of the employees or the Union. Investigations will not interfere with the normal business of the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances and will inform the Employer if these activities require leaving their work area. If these activities require more than 30 minutes in a day, the Union Steward will meet with the Employer and seek mutual agreement as to the time necessary for these activities.

The Union will inform the Employer in writing when a change in Union Steward or alternates takes place.

Section 8.3 Union Bulletin Boards. The Employer shall provide one bulletin board for the Union's exclusive use. The bulletin board is for the posting of rules, regulations, notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business".

Section 8.4 Union Activity. No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.5 Union Leave. Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof without loss of seniority rights and with the privilege of returning to their former classification.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the Business Representative, seven (7) days in advance of the time off and addressed to the Maintenance Manager except in emergency situations, in which event such advance notice shall be given no less than forty-eight (48) hours in advance.

Section 8.6 New Hire Orientation. The Employer shall notify the Union of all employees hired into the bargaining unit, including each employee's name, job classification, and expected start date. The Union shall be provided thirty (30) minutes during newly-hired employees' regular work hours for purposes of presenting information about bargaining representation and offering Union membership ("orientation"). Orientation shall normally occur during the Employer's new-hire onboarding process, but in no instance later than ninety (90) calendar days after the date of hire. Newly-hired employees have the option to attend or not attend the orientation.

Signed this 19th day of November, 2018



Intercity Transit

Signed this 26th day of November, 2018



IAM Lodge 160