

District Package Proposal 7

December 8, 2021, 5:00 PM (corrected 6:30 PM)

Subjects: Union Dues Deductions; Association Rights and HB 2016 implementation; EOA Leadership

Summary:

- 4J Counterproposal to Association Proposal on Articles 4.8.1.a through 4.8.1.f – union dues deductions; information sharing
- 4J Counterproposal to Association Proposal on Article 14 – Association Rights and HB 2016 Implementation
- EOA Leadership proposal is withdrawn
- Reminder: The language shown below in Articles 4.8.1, 14.8.2 and 14.2 incorporates all changes made by the parties' MOA in December 2018, which changed the language of the 2017-20 CBA for the purpose of implementing the Supreme Court decision in *Janus*. The proposed changes below in Article 4.8.1 represent changes to the revised CBA language (i.e., the 2017-20 CBA as amended by the 2017 MOA). Please note that fair share article (previously article 14.2 in the 2017-20 CBA) was removed and the open shop article was renumbered 14.2 in the 2018 MOA.

4.8 PAYROLL DEDUCTIONS:

The District shall deduct from the salaries of the unit members at the unit member's request, the following: dues of Association members, premiums for Board approved health and welfare benefits, tax sheltered annuities (TSA) which the District has approved, and contributions to United Way.

4.8.1 UNION MEMBER DUES

- a. Any unit member may ~~enter into an agreement with the Association to provide authorization for the district to make a deduction from the unit member's salary or wages to pay dues, fees, any other authorized deductions to the Association or its affiliated organizations or entities. Such authorization shall continue in effect until the unit member revokes the authorization in the manner provided by the terms of that agreement, or ORS 243.806(6). The Association will provide the District a list identifying the employees who have provided such authorizations and the authorized deduction amounts. The list, and any update to the list, shall be provided by the 15th of each month. The District shall rely on the list provided by the Association to make the authorized deductions in the next applicable payroll period and to remit payment to EEA and OEA.~~
- b. ~~For members identified by the Association to the District by October 15 as having provided authorization, the District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members identified by the Association thereafter shall be prorated so that the prorated amount of the dues, fees and other authorized deductions shall be completed by the July following the first deduction.~~
- c. Within fifteen (15) days after each pay period, the district will send to OEA in a single payment the combined NEA and OEA dues, including any voluntary Association contributions, deducted for the month. EEA dues and local PAC payments will be deducted and paid separately from OEA/ NEA dues and shall be remitted to the EEA. The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted and amount of deduction.
- d. On a monthly basis, the District will provide OEA ~~the following information from the District's human resources information system records: a list of all employees represented by the bargaining unit, employee identification number, date of hire, FTE, position title, worksite, salary column and step, and contact information as required by PECBA. The District will provide such information for new hires within ten days from the date of hire.~~
- e. The Association assumes responsibility for, and shall defend, indemnify and hold the District, its employees, agents, and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments, resulting from or related to the deduction of union dues and/or contributions deducted from an employee's salary and payment of such dues and/or contributions to the Association ~~resulting from the District's reliance on the list.~~ The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against

Deleted: request in writing the unit member's regular Association membership dues to be deducted

Deleted: The first monthly deduction shall be made on the following pay date after the authorization is received.

Deleted: year to year until revoked by email or letter delivered to the district's Human Resources office and the Association on or before October 15 of each year. Correspondence withdrawing authorization for the payroll deduction received by the district on or before October 15 shall be effective October of the same year. Otherwise, the withdrawal shall be effective October of the following year. The District and Association shall each provide the other with a copy of a unit member's authorization of membership dues deduction or cancellation of the dues deduction authorization within five (5) business days of receipt. The District will maintain a member's authorization and/or cancellation of the same in the member's personnel file.

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the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to the claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney.

f. When the Association timely provides the list and the District fails to make an authorized deduction in the next applicable payroll period and remit payment, the District is liable to the Association without recourse against the employee who authorized the deduction for the full amount that the District failed to deduct and remit to the Association.

4.8.2 TSA. Any bargaining unit member can join or transfer to any existing TSA plan as long as the total number of participants would be five (5) or more. To add a new TSA plan requires ten (10) or more District employee participants. The District will make its best efforts to remit TSA payments within five (5) working days.

14- ASSOCIATION RIGHTS

14.1 ASSOCIATION ACCESS TO UNIT MEMBERS AND USE OF FACILITIES:

14.1.1 The District and the Association recognize that Association business should be conducted in an atmosphere that is mutually respectful and does not interfere with the educational process.

14.1.2 The Association may use the District's interschool mail service. Association mail may be placed in unit member mailboxes in the schools by official representatives of the Association. The Association may use District email to communicate with bargaining unit members about collective bargaining, contract maintenance, employment relations disputes, and Association business. Such use is subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.

Deleted: The District shall collect and deliver mail daily at the Association's office.

14.1.3 The Association will have in each school building the exclusive use of a bulletin board, or space on a bulletin board, in a staff room or similar location.

14.1.4 The Association and its representatives may conduct meetings at employees' regular work location before or after the employees' regular work hours and during meal periods, providing there is no interference with the normal school program or activities or school operations. The Association may use school rooms and other meeting rooms for purposes of conducting meetings with members before or after regular building hours. Use of meeting rooms shall be cleared through the building principal. The Association will comply with District rules for visitors on District premises.

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14.1.5 The Association has the right to meet with new bargaining unit employees within 30 calendar days of their hiring date for Association orientation. During pre-service, the District shall provide the Association with at least sixty (60) minutes to meet with new hires on paid time. After pre-service, the District will provide the Association thirty (30) minutes on a weekly basis to meet with staff newly hired that week on paid time. New employee orientation dates are established by the District.

14.2 OPEN SHOP:

Unit members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.