

This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

Proposal: UNV0002
Date: February 27, 2020

ARTICLE 3: UNION RIGHTS AND RESPONSIBILITES

Section 1. Strikes. The Union, on its own behalf and on behalf of its officers, agents, members and members of the bargaining unit, agrees during the term of this Agreement not to participate or engage in, cause, or assist any strike or picketing concerning a labor dispute under this Agreement or ORS 243.650 et seq. For the purposes of this Article, a strike includes any stoppage or interruption of work, slowdown of any kind, or other interference with the operations of the University, whether done in concert or singly. Any member of the bargaining unit who violates any provision of this section shall be subject to disciplinary action including loss of pay, suspension, and discharge. In the event of a violation of this Article, the Union upon request of the University shall immediately use its best efforts to affect the return to normal work routine of the members involved. Nothing contained in this Article shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may be otherwise entitled.

For the duration of the Agreement, the University agrees not to lock out members of the bargaining unit.

Section 2. Released Time. The University will grant faculty, who are designated representatives of the Union, reasonable time to represent the bargaining unit for purposes of collective bargaining without loss of compensation.

Requests for released time to process grievance matters shall not be unreasonably denied.

The University agrees to release the Union grievance officer from a reasonable amount of administrative and committee responsibilities for the purpose of investigating and processing grievances and other workplace-related complaints.

Section 3. Facilities and Services. The Union is permitted use of the University mail and email services for notifying members of Union meetings and for communicating with members on official business matters of the Union.

The Union is permitted access to electronic services (excluding use of off-campus lines), and to other facilities and services of the University such as fax, duplicating, audio-visual and meeting rooms provided such use does not interfere with the regular operations of the University. The Union will pay the University the customary charges for the use of facilities and services, if any. Differences in facility value and service and rental rates will be made known.

The University will provide an office for the Union, furnished with desks, chairs, bookcases and services commensurate with those of faculty generally. The Union will pay the University monthly in advance at the standard rate for such space as calculated on July 1 of each year.

Section 4. Dues Deduction. Members of the Union may have regular monthly dues deducted from their paycheck. Authorization to deduct dues shall remain valid until written notice is given to the University by the Union to cancel or change the authorization. The Union will notify the University no later than [redacted] of the effective date of any changes in the rate of dues and fees to be deducted

Commented [CC1]: WOUFF to identify date.

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48 under the provisions of this article. Once received, the University will have sixty (60) days to implement
49 such change.

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51 The University will, in the month following the deduction, send payment to the designated Union treasurer
52 the total amount so deducted accompanied by a listing identifying the members for whom the deductions
53 are being paid.

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55 **Section 5. Access to Information.** The University will routinely furnish the Union in a timely manner a
56 copy of the University's annual operating budget, its biennial budget requests and other data pertinent to the
57 Union's duty to represent its members. A copy of information furnished the Union under this section will
58 also be posted at the Budget Office web site for reference by faculty and placed in the library. The University
59 will also provide the Union with the data listed below at no cost to the Union and in a mutually agreeable
60 format, for all members of the bargaining unit, electronically, on the following schedule: first week of
61 December; first week of March; first week of June; first week of September. For new employees who are
62 members of the bargaining unit, the University will provide the data listed below within 10 calendar days
63 from the individual's date of hire.

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65 For each TT faculty member:

- 66 • Name
- 67 • Preferred Name
- 68 • Date First Hired by WOU
- 69 • Division/Unit
- 70 • Academic Rank
- 71 • Current Step
- 72 • Annual Salary Based on 1.0 FTE
- 73 • FTE for current term
- 74 •
- 75 • Home Address or Personal Mailing Address
- 76 • Home and Cell Telephone numbers

77 For each NTT faculty member:

- 78 • Name
- 79 • Preferred Name
- 80 • Date First Hired by WOU*
- 81 • Division/Unit
- 82 • Academic Rank
- 83 • Current Term Salary Annualized and Calculated as 1.0 FTE
- 84 • FTE for Current Term
- 85 •
- 86 • Home Address or Personal Mailing Address
- 87 • Home and Cell Telephone Numbers

88 *Information will not account for any breaks in service; terms at less than .50 FTE; or
89 instances of re-employment.

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91 **Section 6. Bulletin Boards.** The University shall designate reasonable space on existing bulletin boards in
92 each division for the use of the Union for posting notices and information related to Union activities.
93 University personnel shall not be responsible for and shall refrain from posting or removing such notices
94 from designated space.

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96 **Section 7. Indemnification.** The Union shall indemnify and hold the University harmless from all actions
97 taken by the University in compliance with Sections 4 and 5 of this Article.

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99 **Section 8.** The Union will be permitted to make a presentation for up to 60 minutes and to distribute
100 information at new faculty orientation. The presentation will be for the purpose of introducing attendees to
101 the Union and its role in representing bargaining unit faculty members. This time will not be used for
102 discussion of labor/management disputes.

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