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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. Up to six members of the Union negotiating team may be released from unscheduled (as distinguished from scheduled) duties one month prior to negotiations and during the period of active contract negotiations. The Union negotiating team will be released from all committee assignments during the academic year. The Team Chairperson will be released from teaching one course or equivalent duties.~~

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

~~The President of the Union shall be excused from unscheduled duties or equitable time if the President is a non-teaching employee. 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.

Commented [CC1]: Updated to be consistent with HB2016.

Commented [CC2]: The University does not believe it should subsidize union positions and activities beyond what is required by HB2016.

Release for the grievance officer is described by the new language to be consistent with HB2016.

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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 _____ employer at least sixty (60) days in advance of the effective date of any changes in the rate amount of dues and fees to be deducted under the provisions of this article. Once received, the University will have sixty (60) days to implement such change.

Commented [CC3]: WOUFT to identify date.

Commented [CC4]: I think in reality, the Union provides a percentage rate, not an amount.

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

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

Commented [CC5]: Section 5 reflects WOUFT's 2.6.20 proposal. Redline represents WOU's 2.27.20 counter proposal.

NOTE:
Incorporation of WOUFT's proposed changes to this Section should be understood as a counterproposal only and if rejected as counterproposed, the CBA will revert to current contract language.

For each TT faculty member:

- Name
- Preferred Name
- ~~Date First Hired by WOU~~ Hire Date
- Division/Unit
- Academic Rank
- Current Step
- Annual Salary Based on 1.0 FTE
- FTE for current term
- ~~Budget Index for Salary (NSM 902, etc.)~~
- ~~Reassignment FTE~~
- Home Address or Personal Mailing Address
- Home and Cell Telephone numbers

Commented [CC6]: To be clear: this information will reflect only what is in the system at the time. WOU has proposed the dates for production of this information to allow the greatest accuracy.

Commented [CC7]: WOU does not track and keep a consolidated reassignment FTE record.

For each NTT faculty member: _____

- Name
- Preferred Name
- ~~Date First Hired by WOU~~*Hire Date
- Division/Unit
- Academic Rank
- ~~Current Term Salary Annualized Salary band Calculated as~~ based on 1.0 FTE
- FTE for ~~C~~urrent ~~T~~erm

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- ~~Total years of service at or above 0.5 FTE~~
- ~~Has current multi-year contract? Y/N and # of years (start to finish) in current contract if Yes~~
- ~~Budget Index for Salary (NSM 902, etc.)~~
- ~~Reassignment FTE~~
- Home ~~A~~address or ~~P~~ersonal ~~M~~ailing ~~A~~address
- ~~H~~ome and ~~C~~ell ~~T~~elephone ~~N~~umbers

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

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

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

~~**Section 8. Fair Share Fee Deduction.** In recognition of the certification of "fair share" in an election held for that purpose, bargaining unit employees who are not members of the Federation shall be required to pay a fee in lieu of dues. Beginning June 28, 2018, non-members will no longer pay a fee and the University shall no longer collect a fair share fee for non-members.~~

~~**Section 89.** The Union shall have the right to make a presentation will be permitted to make a presentation for up to 60 minutes and to distribute information at all orientations that include new bargaining unit faculty orientation members. The presentation will shall be for the purpose of introducing attendees to the Union and its role in representing bargaining unit faculty members. This time will not be used for discussion of labor/management disputes.~~

Commented [CC8]: WOU does not have an efficient way to produce this information. Production would require a hand check.

Commented [CC9]: WOU does not have an efficient way to produce this information. Production would require a hand check.

Commented [CC10]: Same as above.

Commented [CC11]: Eliminated in its entirety in light of Janus.

Commented [CC12]: Section 8 reflects WOUFT's 2.6.20 proposal. Redline represents WOU's 2.27.20 counter proposal.

NOTE:
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Commented [CC13]: Same language as SEIU CBA.