

This proposal represents part of a package to be accepted in total only.

WOU's Proposal: Package 1

Date: July 2, 2020

[Fully accepted WOUFT's 6.29.20 Proposal]

ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES

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, slow down 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 **that may include** ~~entail~~ ~~including~~ loss of pay, suspension, ~~and or~~ 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 officers³ from a reasonable amount of administrative and committee responsibilities for the purpose of investigating and processing grievances and other workplace-related complaints. Section 2. Released Time. 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 administrative and committee responsibilities.~~

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Commented [CC1]: Rejected.

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Commented [CC2]: Ln 12 edits accepted.

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Commented [CC3]: WOU rejects WOUFT proposal. Re-proposes previous language. Updated to be consistent with HB2016.

Commented [CC4]: 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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44 **Section 3. Facilities and Services.** The Union is permitted use of the University mail and email
45 services for notifying members of Union meetings and for communicating with members on
46 official business matters of the Union.

47
48 The Union is permitted access to electronic services (excluding use of off-campus lines), and to
49 other facilities and services of the University such as fax, duplicating, audio-visual and meeting
50 rooms provided such use does not interfere with the regular operations of the University. The
51 Union will pay the University the customary charges for the use of facilities and services, if any.
52 Differences in facility value and service and rental rates will be made known.

53
54 The University will provide an office for the Union, furnished with desks, chairs, bookcases and
55 services commensurate with those of faculty generally. The Union will pay the University
56 monthly in advance at the standard rate for such space as calculated on July 1 of each year.

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58 **Section 4. Dues Deduction.** Members of the Union may have regular monthly dues deducted
59 from their paycheck. Authorization to deduct dues shall remain valid until written notice is
60 given to the University by the Union to cancel or change the authorization. The Union will
61 notify the employer at least sixty (60) days in advance of the effective date of any changes in
62 the ~~rate~~ amount of dues and fees to be deducted under the provisions of this article.

63
64 The University will, in the month following the deduction, send payment to the designated Union
65 treasurer the total amount so deducted accompanied by a listing identifying the members for
66 whom the deductions are being paid.

67
68 **Section 5. Access to Information.** The University will routinely furnish the Union in a timely
69 manner a copy of the University's annual operating budget, its biennial budget requests and other
70 data pertinent to the Union's duty to represent its members. A copy of information furnished by
71 the Union under this section will also be posted at the Budget Office web site for reference by
72 faculty and placed in the library. ~~The University shall also provide the Union with a complete list
73 of WOU employees whose type of work is covered by the terms of this Agreement within forty
74 five (45) calendar days of the first day of the term, including summer. This list shall identify
75 name, address, FTE assignment and bargaining unit status. The University will also provide the
76 Union with the following data at no cost to the Union. All data subject to this article will include
77 all members of the bargaining unit, be provided at no cost to the Union and will be organized in
78 a mutually agreeable electronic format, for all members of the bargaining unit, electronically.
79 Data will be provided on the following schedule: the third week of each of the fall, winter and spring
80 terms and the third week of July. WOUFT recognizes that the data provided at the above intervals
81 may not be complete. For new employees who are members of the bargaining unit, the University
82 will provide the data listed below within 10 calendar days from the individual's date of hire by the
83 end of the third week of each of fall, winter and spring term, and by the end of the third week in
84 July. Data for individual new employees in the bargaining unit will be provided within 10
85 calendar days from the date of hire.
86 For each TT faculty member:~~

87 • Name

Commented [CC5]: Accepts WOUFT schedule. Worked on language for clarity. Retain WOU proposal language related to new hires.

Commented [CC6]: WOU rejects WOUFT proposal and re-proposes previous list proposed in February.

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- 88 • Preferred Name
- 89 • Date First Hired by WOU
- 90 • Division/Unit
- 91 • Academic Rank
- 92 • Current Step
- 93 • Annual Salary Based on 1.0 FTE
- 94 • FTE for current term |
- 95 • |
- 96 • Home Address or Personal Mailing Address
- 97 • Home and Cell Telephone numbers

98 For each NTT faculty member:

- 99 • Name
- 100 • Preferred Name
- 101 • Date First Hired by WOU*
- 102 • Division/Unit
- 103 • Academic Rank
- 104 • Current Term Salary Annualized and Calculated as 1.0 FTE
- 105 • FTE for Current Term |
- 106 • |
- 107 • Home Address or Personal Mailing Address
- 108 • Home and Cell Telephone Numbers

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

111 For each TT faculty member:

- 112 • Name
- 113 • Preferred Name
- 114 • Hire Date
- 115 • Division/Unit
- 116 • Academic Rank
- 117 • Current step
- 118 • Annual Salary based on 1.0 FTE
- 119 • FTE for current term
- 120 • Budget Index for Salary (NSM 902, etc.)
- 121 • Reassignment FTE
- 122 • Home address or personal mailing address
- 123 • Home and cell telephone numbers

124 For each NTT faculty member:

- 125 • Name
- 126 • Preferred Name
- 127 • Hire Date

Commented [CC7]: 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 [CC8]: WOU does not track and keep a consolidated reassignment FTE record.

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

Commented [CC10]: WOU does not have an efficient way to produce this information. Production would require a hand check.

Commented [CC11]: Same as above.

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- 128 • ~~Division/Unit~~
- 129 • ~~Academic Rank~~
- 130 • ~~Annual Salary based on 1.0 FTE~~
- 131 • ~~FTE for current term~~
- 132 • ~~Total years of service at or above 0.5 FTE~~
- 133 • ~~Has current multi-year contract? Y/N and # of years (start to finish) in current contract if~~
- 134 ~~Yes~~
- 135 • ~~Budget Index for Salary (NSM 902, etc.)~~
- 136 • ~~Reassignment FTE~~
- 137 • ~~Home address or personal mailing address~~
- 138 • ~~Home and cell telephone numbers~~

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

143
144 **Section 7. Indemnification.** The Union shall indemnify and hold the University harmless from
145 all actions taken by the University in compliance with Sections 4 and 5 of this Article.

146
147 **Section 8. Fair Share Fee Deduction.** In recognition of the certification of "fair share" in an
148 election held for that purpose, bargaining unit employees who are not members of the
149 Federation shall be required to pay a fee in lieu of dues. The University shall deduct this fee
150 from the check of all employees in the bargaining unit who are not members of the Federation.
151 The fair share fee shall be transmitted to the Federation in the same manner as are the payroll
152 deducted dues for Federation members.

153
154 **Exceptions.** An employee who is a member of and adheres to established and traditional
155 tenets or teachings of a bona fide religion, body, or sect which historically has held
156 conscientious objections to joining or financially supporting a labor organization, may
157 meet this obligation by paying the equivalent of the fees to one of the organizations on
158 the approved list maintained by WOUFT.

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

165
166 **Section 910.**
167 ~~For positions at 0.5 FTE and above, the University shall include a notice in each appointment~~
168 ~~letter that the position is represented by the Union, that dues will be deducted from the pay of~~
169 ~~those faculty who are members of the Union, and that to become a member of the Union, faculty~~
170 ~~must sign a membership form. The notice will also include contact information for the Union.~~
171 ~~The Union will be permitted to provide input on the template language used for this notice.~~

Commented [CC12]: Same language as SEIU CBA.

Commented [CC13]: Rejected. WOU is not interested in communicating membership obligations etc. in light of recent Supreme Court rulings and other litigation concerning the constitutionality of dues deductions.