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City Proposal to COBEA

April 12, 2022

Time: _____

ARTICLE 3 -ASSOCIATION RIGHTS

Section 3.1 Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of their exercise of these rights.

Section 3.2 Membership/ ~~Dues~~Fair Share

(a) Dues. The City, when so authorized and directed in writing by the bargaining unit employee on the authorization form provided by COBEA, will deduct current COBEA dues, fees, costs, charges, and assessments from the wages of such employee.

(b) Each employee's authorization for payroll deductions shall remain in full force and effect permanently unless the employee revokes the authorization in writing to COBEA. COBEA will provide the written revocation to the City Human Resources Department as soon as possible. The City will make every effort to process the written revocation as soon as possible. In no event will the City be responsible for retroactively crediting or processing any dues deductions made prior to receipt of the written revocation from COBEA.

(c) Itemized Statement. The aggregate deductions of all employees together with an itemized statement shall be remitted to the President or Secretary of COBEA no later than the tenth (10) of the month following the month for which the deductions were made. The itemized listing of bargaining unit members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, and/or any other personnel action, which would affect the amount of dues withheld."

(d) The parties shall comply with any applicable dues deduction and authorization requirements provided in Oregon's Public Employee Collective Bargaining Act (PECBA), ORS 243.650 et. Seq, including those in HB 2016 (2019).

(a) Terms. The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of COBEA. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume their obligation along with the grant of equal benefits.

(b) Dues. The City, when so authorized and directed in writing by the Secretary of COBEA on the authorization form provided by the City, will deduct current Association dues from the wages of all employees in the bargaining unit.

~~(c) Check-off Errors. The City will not be held liable for check-off errors, but will make proper adjustments with COBEA for errors in the following pay period.~~

~~(d) Monthly Service Fee. Any regular employee who is a member of COBEA and has not joined the Association within (30) thirty days of becoming a regular employee shall have deducted from their pay by the City, as a condition of employment, a monthly service fee in lieu of dues in an amount certified to the City by the Association. This service fee shall be used on a pro-rata basis solely to defray the cost of its services rendered in negotiation and administering the agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.~~

~~(e) Religious Objection. The parties agree that the provision of ORS 243.666 shall be applied to employees who object to paying fair share payments on bona fide religious tenets or teachings of a church or religious body. An individual employee who establishes such religious beliefs and does not join the Association and objects to paying fair share to the Association based on a bona fide religious tenet or~~

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~~teaching of a church or religious body of which the employee is a member shall not be required to pay dues or fair share payments; but such employee shall be required to pay an amount equivalent to fair share to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City and the Association that this has been done.~~

~~———— (f) Itemized Statement. The aggregate deductions of all employees together with an itemized statement shall be remitted to the President or Secretary of COBEA no later than the tenth (10) of the month following the month for which the deductions were made. The itemized listing of COBEA members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, fair share members, salary changes, name changes, and/or any other personnel action, which would affect the amount of dues withheld.~~

Section 3.3 Association Representatives. The Association agrees that members of the Association selected to serve as official representatives will be certified in writing to the Human Resources Manager. Association representatives shall be expected to perform their duties on their own time but, they, with their immediate supervisor's approval, may be granted time off with pay to perform their duties as long as the requests are reasonable and do not unduly disrupt the operations of the City.

Section 3.4 Bargaining Committee. The number of COBEA's collective bargaining committee members shall be equal to the City's bargaining team Committee and shall be granted time off with pay to negotiate with the City (minimum of five (5) employees for each party). All City-paid work time authorized by this agreement spent performing COBEA related activities shall be recorded as such on the employee's time record. Regular work time spent performing COBEA related activities but not authorized as City-paid in this agreement shall be charged against the employee's accrued leave.

Section 3.5 Bulletin Board. The City shall maintain reasonable (number, size and location) bulletin board space designated for the exclusive use of COBEA in communicating with Association members restricted to Association business, training benefits, education or other COBEA announcements. The Association shall limit its posting of notices and bulletins to such bulletin board space; all postings will be stamped with Board approval prior to posting. The Association shall periodically clear the board of outdated materials. All such postings shall promote good relations between the parties and be non-inflammatory in nature.

Section 3.6 Representation & Handbook. The City agrees to inform all new bargaining unit Employees of COBEA's exclusive representation status and shall provide all new employees with a digital version of the City's Employee Handbook.

Section 3.7 COBEA Orientation. An authorized representative of the Association shall be allowed one hour of informational welcome time with newly employed staff appointed to COBEA represented positions. The meeting shall occur within the first thirty (30) days following appointment and be scheduled in advance.

Section 3.8 City Email System. The parties recognize that the City's email system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. Permitted email use constituting public business includes such labor relations activities as described below. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

Certified Association Officers may use the City's email system to conduct labor relations business for the limited purposes of:

- (a) Notifying Association members of meetings and scheduling meetings (date, time, place and agenda)
- (b) Scheduling meetings among Association Officers (date, time, place and agenda)
- (c) Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices), provided however that timelines for grievance responses shall run from receipt (the date an email is sent)
- (d) Communication between the Association attorney, Certified Association Officers and City Officials
- (e) Notifying members of all Association related events, bargaining related matters, and other official Association business announcements.

Such City email communications shall be specifically identified in the Subject Line as Labor Relations Business in addition to any other topic.

The City retains control over the City email system and may restrict or revoke permission to use the City email for labor relations purposes at any time after meeting and discussing such decision and the City's reasons. Association officers and members will keep on-duty use of email for labor relations purposes (sending/reading) to a minimum.

The parties recognize that use of the City's email systems outside of what is authorized in this Section is considered a violation of policy.

Section 3.9 Job Opportunity Notice. The City shall take reasonable steps to afford members of COBEA notice of all regular job openings within the City.