

## ARTICLE \_\_\_\_

### UNION SECURITY and ACTIVITIES

#### Section 1, Union Membership and Dues Deduction

(a) **Dues Deductions.** When an employee affirmatively consents to dues or other deductions and provides written authorization to the Union, the City agrees to deduct from the employee's salary an amount equal to the fees and dues required to be a member of the Union. The Union shall have sole responsibility to determine who is on the list of authorized deductions and the City will rely upon the list from the Union as an accurate list of employees that have authorized such deductions. The City will direct all Union membership questions or requests to change membership status to the Union Membership Administrator.

(b) **Changes in Authorizations.** ~~Notifications of change in authorization—adding or dropping membership status—submitted by the Union to the City will be effective with the next paycheck so long as they are received by end of business on the Friday before the City's Time Submission deadline. The Union will submit notifications of changes to an employee's dues deduction authorization in a timely manner. The City will provide the Union with a Time Submission deadline for changes in authorization to be received each month.~~ Notifications received after the Time Submission deadline will be effective at the start of the next pay period. The City shall furnish the Union with the Payroll Processing Calendar by December 20th each year for the following calendar year.

(c) The total amount of the monies deducted ~~for regular union dues and fair share payments shall normally will~~ be transmitted to the ~~unions~~ Union with an itemized statement in a timely manner.

(d) ~~The performance of these~~ City will make dues deductions services is at no cost to the Union.

(e) If the union provides the City with the list described in subsection (a) of this Article and the City fails to make an authorized deduction and remit payment to the union, the City is liable to the union, without recourse against the employee who authorized the deduction, for the full amount that the City failed to deduct and remit to the union.

#### Section 2. Indemnification.

The Union agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article.

#### Section 3. Employee Information

(a) Each pay period, the City shall furnish to the Union an electronic list of new employees who have accepted positions represented by the Union, along with hire dates or anticipated start dates. The City shall ensure new hire data processing for every employee starting work and that all new employees represented by the Union are included on the electronic list, in Excel, or similar spreadsheet program, or other delineated format. The list shall be provided by the close of the last business day of each pay period, or if the last business day of the pay period falls on a holiday, the list shall be provided by the close of business on the preceding business day. The list shall contain the name, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of employment, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. For the purposes of this article, "new employees" are any employees new to the bargaining unit. This includes existing City employees that move into a classification represented by the Union, regardless of previous union affiliation.

(b) The City agrees to furnish to the Union, on a monthly basis, a list of all employees in positions represented by the Union. The list shall contain the name, the employees' preferred name as listed as the SAP nickname, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of hire, seniority date in current classification, dues status, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. The seniority date and dues status are for general informational purposes only. The City shall notify the Union of all employee movement within and out of the bargaining unit due to separation from employment, retirement, promotion, demotion, or transfer. When an employee transfers to another position with the City that is outside of the bargaining unit, the City will discontinue dues deductions for the employee unless the Union advises the City otherwise

~~(c) **List of Employee Movement.** The City shall to notify the Union of all employee movement within and out of the bargaining unit due to separation from employment, retirement, promotion, demotion, or transfer.~~

~~(d) **Notification to Employees.** The employer shall inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the union's exclusive representation status.~~

## Section 4. Employee Rights.

The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

**Section 5. New Employee Orientations.** The Parties agree an integral part of each employee's tenure with the City is an understanding of the Collective Bargaining

Agreement and the role of the Union in the employment setting. The City agrees to allow a thirty (30) minute educational information meeting to be held with all employees new to the bargaining unit upon hire, promotion, or transfer into the bargaining unit. These meetings may be held at the City worksite on work time and conducted by a representative designated by the Union. For the purpose of employees new to the bargaining unit, reasonable access includes the right to meet with employees within ninety (90) calendar days of their employment.

**Section 6, Union Bulletin Boards and Notices.** The City agrees to furnish ~~and maintain~~ suitable bulletin boards in places mutually satisfactory to both parties. ~~The City shall maintain a virtual bulletin board on the labor relations website with union provided content. Nothing in this section precludes other forms of communication by the Union. The City shall include any notices provided by the union in their weekly BHR bulletin updates as requested.~~

**Section 6.7, Union Activities.** The parties agree that the general business of the Union shall be conducted outside of working hours. It is recognized, however, that certain union activities occur during working hours and designated representatives of the union may engage in such activities without loss of compensation, seniority, leave accrual, or any other benefits.

**(a) Designated Representatives.** A designated representative is a public employee who is designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit and for who reasonable paid time or release time is granted to perform the activities listed in Subsection (c) below.

**(b) List of Designated Representatives.** The Union shall maintain a list of Designated Representatives with the City's Labor Relations staff. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this agreement and update as often as needed to remain current. Only individuals identified as designated representatives are entitled to engage in union activities on City paid time.

**(c) Designated Representative Activities.** Designated representatives may engage in the following activities during their regularly scheduled hours without a loss of compensation, seniority, leave accrual or any other benefits:

1. Investigate and process grievances and other workplace-related complaints on behalf of the Union;
2. Attend investigatory meetings and due process hearings involving represented employees;
3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
4. Act as a representative of the Union for the purposes of collective bargaining;
5. Attend labor-management meetings held by a committee composed of City management, employees, and representatives of the Union to discuss employment relations matters;
6. Provide information regarding a collective bargaining agreement to employees new to the bargaining unit, as identified in Section 6;
7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness for matters relating to collective bargaining between the City and the Union;
8. During each year of this Agreement the Union's Executive Director or designee may request that Designated Representatives be provided with at least eight (8) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training program sponsored by the Union; and
9. ~~Perform any other duties agreed upon by the City and Union in this or any other agreement, or as otherwise authorized by the Public Employees Collective Bargaining Act or other law.~~

**(d) Reasonable Paid Time.** Designated representatives may spend reasonable time conducting designated activities under Section 9 (c). Reasonable time shall not exceed ~~2080~~ 1800 hours in a fiscal year to be used among all designated representatives., ~~provided that any activities under 9(C)4 shall not be subject to the reasonable time max of 2080 hours stated herein.~~ The City will provide to the Union a quarterly report to show the amount of City paid time used by the representatives. Any charges by management that indicate a designated representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the

Union shall be referred to the Director of Human Resources or designee for discussion with the Union's Executive Director or designee. The City shall have the right to require said designated representative to refrain from excessive activities, or if after discussion with the Executive Director or designee, the designated representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the designated representative's supervisor for these activities.

Additional hours of reasonable paid time outside of the ~~2080-1800~~ hours shall be granted to the Union's designated representatives participating on the Union's bargaining team during negotiations and successor negotiations.

**Section 8, Union Business Leave.** Employees elected or appointed to any Union office or position which takes occasional time from their employment with the City shall, upon sufficient notice and at the written request of the Union, be granted leave as specified below.

**(a) Union Leave, Union Paid.** Leave under this section shall not exceed more than 30 days per request and a maximum of 480 total hours per calendar year. The Exclusive Representative shall notify the City, a minimum of 14 calendar days in advance, of any member eligible for and authorized by the Union to use Union Paid Leave. Union Paid Leave will allow the authorized designated representatives to perform CPPW business during the normal work schedule. The City may deny requests that would substantially interfere with City operations.

Authorized designated representatives shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. Effective with this agreement, the rate of reimbursement is 134.9% of the employee's normal hourly wage and includes 26.12% for PERS, 6.2% for SSI, 1.45% for Medicare, 0.4% for Paid Leave Oregon, and 0.8237% for Tri-Met. Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation.

**(b) Long Term Leave of Absence (Release Time).** The City shall, upon written request of the Union and Employee, grant one (1) employee a leave of absence without pay or benefits for a period not to exceed one (1) year, without loss of civil service status and without loss of continued accrual of seniority and aggregate City service or tenure status. The Union must make the request at least thirty (30) calendar days in advance of the start of the leave. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended upon its expiration for a similar period upon the request of the Union. Requests will be considered in good faith and denials will not be arbitrary or capricious.

The Union or the designated representative may terminate a period of release time authorized under this article at any time for any reason. At the conclusion or termination of a period of release time granted to a designated representative under this Article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the

Union.

**Section 9, Union Access.** The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

**Use of City Facilities and Technology.** The exclusive representative or its designated representatives may use the City's conference rooms and electronic mail and telephone systems to communicate with bargaining unit employees regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the Union. Consistent with City policy, users of the City's information technology systems should have no expectation of privacy. Communications on City systems must comply with City HRARs regarding the appropriate use of information technologies.

### **Section 10 Rights to Represented Employee Information**

The CPPW has the right to request information regarding represented employees with the consent of the employee(s) in question for the purposes of grievances, litigation, arbitration, or any other purpose deemed discoverable by the Union with consent of the employee, or if the employees' identifying information is redacted, or if ordered by an arbitrator or other legal authority.