

Article 3.0 – Association Rights

- 3.1 Exclusivity** – Rights and privileges afforded the Association and its constituent organizations shall not be granted to other organizations seeking to represent employees represented by the Association.
- 3.2 Access and Equipment Use** – The Association and its representatives shall have the right to use rooms and areas in District buildings, normally used by students or the public, for meetings and to transact Association business, at reasonable times, when such rooms and areas are not otherwise in use, including the right to use District facilities and equipment in such areas when such equipment is not otherwise in use, provided the Association shall reimburse the District for any copying expenses or damage to such rooms, facilities, or equipment arising from such use. If the District incurs extra costs for custodial service because of such use, the Association shall reimburse the District.
- The Association and its representatives shall have access to all buildings and to all employees within the bargaining unit, so long as such access does not interfere with the employees' assigned duties, or violate such employees' right of privacy.
- 3.3 Membership Communication** – The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards to be provided in each faculty lounge of each building in the District. The District will provide one (1) hour of contracted time for OHEA to meet with new employees.
- 3.4 Access to Information** – The Association, upon request, shall be entitled to obtain from the District any information necessary to carry out its duty as sole and exclusive representative of all certificated non-supervisory personnel of the District.
- 3.5 Released Time** – Whenever Association representatives are mutually scheduled with the Board's or Administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay. The parties agree that negotiations and grievance hearings, in addition to being scheduled during normal school hours, may also be scheduled after normal school hours.
- 3.6 Committees** – If the District determines to form any District-wide committee or citizens' advisory committee, and membership on such a committee is to include an employee, the Association shall have the right to designate at least one (1) employee to serve on such committee.
- 3.7 Payroll Deductions and Representation Fees** – On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of individual dues and fees required to be paid by members of the Association which dues and fees are to be deducted in the coming school year under payroll deduction and if necessary, the name of the designated charitable organization as defined herein. The total for these deductions shall not be subject to change during the school year.

Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed. The District agrees to promptly remit directly to the Association or its designee all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. The District shall notify the Association of any changes within thirty (30) days of said list due to employees entering or leaving the employ of the District.

The Association agrees to reimburse any employee from whose pay dues and fees or representation fees were deducted, those sums in excess of the total amount due to the

Association at that time, provided the Association or its designee actually received the excessive amount. The District shall furnish the Association with a list of substitutes hired each month, including number of days worked. The Association shall furnish the District with the Assignment of Wages form required for payroll deduction.

3.7.1 Membership Deductions – Within ten (10) days of their commencement of employment, employees who do not currently have deductions for dues and fees made by the District may sign and deliver to the District an *Assignment of Wages Form for Membership*, which shall authorize deduction of Association membership dues and fees. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect. When applicable during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid dues and fees by means other than through payroll deduction.

3.7.2 Membership Withdrawal – Members who wish to withdraw from union membership must follow the process outlined by OHEA leadership. The procedure will be made available to the District Administration. If an employee submits a written request to withdraw directly to the District, the District will forward the request to WEA and stop deductions at the next regular payroll.

Process:

- Members who wish to withdraw will be encouraged to contact the OHEA President.
- Members will be informed per the signed membership form that they may send a letter stating their desire to revoke their membership with a signature and date to: WEA Membership Dept.
P.O. Box 9100
Federal Way, WA 98063-9100

3.7.3 Indemnity - The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

3.8 Communication – Nothing in this Agreement or district policy shall be construed to limit the right of the Association or individual employees to communicate their views to the Board at reasonable times and places. The Association shall, except in emergency situations, have available to them a copy of the Board meeting agenda, with action items indicated, at least two (2) days prior to the meeting date; provided, nothing herein shall be construed to require the Board to bargain or negotiate with the Association on the agenda.

The Board shall schedule on the agenda of each public board meeting under "New Business" or other appropriate places on the agenda, matters brought to its attention by the Association.

3.9 District Compensation – The Association shall pay the District an amount equal to the actual cost of such Association activities contained in Article 3.0 and section 5.7. The exact compensation amount shall be adjusted at least annually by mutual agreement between the District Superintendent and the Association President. District billings shall be on a monthly basis unless otherwise determined by the District.