

EW
TA 6/25/2025 JM
[BCD Article 5]

UNION SECURITY

Section 1. Dues Deduction.

1. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.

2. The Employer shall continue to deduct dues from employees as long as the employee remains on the same payroll, except when the union requests cancellation of the dues deduction in writing, after the union receives a cancellation request from an employee, including reemployed seasonals, reemployed retirees and employees recalled from layoff lists.

3. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

Section 2.

Designated stewards may use eight (8) hours annually of accrued vacation, personal leave, compensatory time off leave without pay to attend Basic Steward Training. The Division will not incur any overtime liability or any other expense as a result of stewards attending this training. Leave requests will be submitted through the normal Division process and be subject to the operating needs of the employee's work unit.

Section 3. AFSCME President Leave.

a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from their position for a

period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one employee from a bargaining unit and a total of four employees from all Central Table participating bargaining units may be on such leave at any one period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 4.

The Division shall continue to provide a bulletin board at the Salem Office and shall provide bulletin board space in each field office.

Section 5. Names of Retirees.

The Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a retiree shall be defined as a person who has given the Agency written notice that they are separating from State service by retirement and that person has actually separated from State service.

Section 6. Reports

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary/Limited duration employees (management/unrepresented /bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

Section 7. Intermittent Union Leave

When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply.

- a. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of one hundred (100) or fewer bargaining unit members, no more than one (1) bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than one hundred (100) bargaining unit members, no more than two (2) bargaining unit members may be designated to attend AFSCME conventions under this provision.
- b. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
- c. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- d. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.

- e. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
- f. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- g. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
- h. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

See LOA: New Employee Notice/Union Access

REV: 2019

Similarly, revise in the following CBA articles with the new bolded/underlined language:

CCB - Article 8

DLCD - Article 3

DSL - Article 10

SACU - Article 9

Dentists - Article 4

DOJ (OAJA) - Article 11

OLCC - Article 3

REA - Article 8

OSH (RN) - Article 9

OSP - Article 4

OMD - Article 3

OYA - Article 3

LTCO - Article 18

OHAP - Article 4

DEQ - Article 9

OEM - Article 4

150 OSFM - Article 3
151 OPDC - Article 16