

ARTICLE II - BUSINESS

Section 1: Deduction of Dues

- A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.
- B. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. ~~president with a copy to the District Payroll Office.~~

Section 2: Representation Fee **TBD**

- ~~A. Association Dues - The Association which is the legally recognized exclusive as bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.~~
- ~~B. Representation Fees - No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the business office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that nonmembers shall be neither required nor allowed to make a political deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.~~
- ~~C. In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.~~
- ~~D. The Association will hold the District harmless for any action at law involving the District because of the operation of this section indemnify, defend, and hold the District harmless against any claim made and any suit instituted of judgement rendered against the District resulting from any deduction of the Association dues.~~

The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision.

Section 3: ~~Use of District Facilities~~ Association Rights

- A. The Association and its representatives shall be granted the privilege of using District sites for meetings at such times that will not interfere with the normal operation of the business of the District and which will entail no additional cost for building maintenance or custodial care.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operation. Provided further that said representatives shall make a reasonable attempt to notify the site administrator or their designee of their presence.
- C. The Association shall be granted the privilege of using applicable technology and office equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish at its own expense the value of all paper and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to their use of such equipment.
- D. The Association may use District telephones for toll calls with the permission of the site administrator; however, the Association shall be billed and shall pay for all such charges.
- E. The Association shall have the privilege to post notice of activities and matters of Association concern via e-mail, link on the district website, or on the designated bulletin boards provided in the faculty lounges of each site that are specifically designated for that purpose. The material posted shall contain nothing of a libelous nature and shall clearly be labeled as official Association material. Posted notices shall not contain anything reflecting unfavorably upon the District, its management, or any of its employees.
- F. The Association shall be granted the privilege of using the employee mailboxes for communications with members of the Association. Such communications shall not violate RCW 42.17.130. All materials must be clearly labeled as Association materials and must bear the name of the originating officer. Courtesy copies of all materials will be made available to the site administrator on the day of distribution.
- G. ~~The Districts shall furnish to the Association, upon written request, any information that is public record under the Public Disclosure Act of the state of Washington.~~
- H. The District shall furnish the Association with employee information on a monthly basis upon request, including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of district data.

Section : New Employees

By September 1 or within ~~three (3)~~ fourteen (14) days from date of hire, the District shall provide the Association with a list of names of newly hired employees and their contact information. The Association shall be able to meet with new employees ~~thirty (30)~~ ninty (90) days after their hire date for a minimum of ~~one (1) hour~~ thirty (30) minutes during regular work hours.

Section 4: Association Meetings

~~During the District's Orientation Day, the District shall provide the Association with the opportunity to hold an Association meeting to explain the programs and operation of the Association and the rights and responsibilities of bargaining unit members under the Agreement. Whenever possible,~~ Association meetings will be conducted outside of contract hours.

Section 5: Preparation Periods for Association Business

Association representatives may be allowed to use their before and after school time and preparation periods to conduct Association business in any site in the District provided they inform the administrator and make up the time on site within a 24-hour period. Such time is not to interfere with obligations such as staff meetings.