

1 ACCESS TO NEW-HIRE ORIENTATIONS

Guarantee that leaders and staff can meet new employees to explain the benefits of membership. Strong language should ensure that:

- an adequate length of time is provided and that the presentation has a prominent place on the agenda (for example, no less than 60 minutes at the beginning of the orientation),
- the orientation is conducted in-person during work hours
- the Association is given at least 10-day notice of the orientation
- Access is provided to all new-hire orientations during the year (i.e. not just at the start of the school year)

2 ACCESS TO UNIT MEMBER INFORMATION

Require the employer to provide contact information for all employees in the bargaining unit. Strong language should ensure that:

- Full contact information is provided, including name, job title, department, work location, home and worksite phone numbers, home and worksite email addresses, and home address
- The employer provides the information in a regular, timely manner, preferably on a biweekly basis (ex. with the regular transfer of payroll deductions)
- Information on new hires be provided immediately upon hire, not simply after they begin working
- The regular transfer of unit member information include clear listing of employees who either have dropped their dues deduction and/or have left employment since the prior report

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3 ACCESS TO WORK SITES AND COMMUNICATION WITH MEMBERS

Ensure that leaders and staff have access to worksites to meet and communicate on a regular basis with members and potential members.¹ The agreement should provide that:

- Association meetings are allowed at work locations without charge
- Association representatives (staff and leaders) do not require prior approval to access worksite, but will follow whatever established procedures may be in place for visitors/parents signing in at school site offices
- The Association can use worksite bulletin boards, and employer mail, email and telecommunications services
- Rival organizations are prohibited from access to work sites and use of facilities

4 RELEASE TIME FOR LEADERS & ACTIVISTS

Provide release time from employment duties on a full-, part-time or occasional basis for leaders (such as local presidents, bargaining team members, and building reps) to fulfill labor-management responsibilities and maintain a strong Association. The leaders should be released without loss of pay, benefits or seniority. Strong language can either establish leave for designated local officers or a Union Leave Bank with which the union can provide release time for any building rep or active member on an as-needed basis.



¹ Access provisions can stipulate that Association use of public facilities may not interfere with the direct instruction of students, and state laws may regulate use of public employer communications networks.

5 PAYROLL DEDUCTION OF DUES

Where consistent with state law and state Association strategic guidance², require the employer to deduct dues each pay period from members who have signed an authorization form.

6 MAINTENANCE-OF-DUES PAYMENTS

Include maintenance-of-dues provisions in contracts that provide for payroll deduction of dues.³ Under these provisions, the employer recognizes a commitment by each member to pay dues for a full year—even if the member is able to cancel their membership at any time. Maintenance-of-dues provisions permit members to revoke payroll deduction authorization only during a designated, annual window of limited time.

7 PAYROLL DEDUCTION OF PAC CONTRIBUTIONS

Where consistent with state law and state Association strategic guidance, require the employer to deduct payments each pay period from members who have signed a PAC deduction authorization form.



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8 SAVINGS (SEVERABILITY) CLAUSE

Ensure that if a court rules that one section of the contract is invalid, (or if a legislature makes changes in law that conflict with one section of the contract) the remaining elements of the agreement remain in force.

BEYOND THE BASICS

Ultimately, the Association derives its power and strength from engaged members. The union will grow and thrive to the extent members see it as relevant to their lives and the lives of their students. Local affiliates throughout the NEA have expanded the scope of collective bargaining to empower educators and improve conditions for learning. NEA's Collective Bargaining and Member Advocacy (CBMA) Department provides recommendations and model contract language on the issues above, and on issues broadening the scope of bargaining, such as:

- Effective mentoring and induction programs,
- School climate improvement,
- Professional development and collaborative planning,
- College debt reduction, and
- Teaching-time protections and limits on testing

CBMA's publication "*Advancing Advocacy in a Changing Environment*" contains additional information and sample contract language. Contact CBMA at collectivebargaining@nea.org for a copy.

These recommendations are general in nature. There is wide variation in state laws regulating collective bargaining and related matters, and it is critical to consult with Association counsel on revisions to your collective bargaining agreement.

² To pre-empt the risk of sudden loss of payroll deduction through legislative action, many NEA state affiliates are converting from payroll deduction to "eDues" (via automatic bank drafts or credit card payments). Contact the NEA Center for Organizing for assistance on such flip campaigns.

³ It is essential to consult with state affiliate counsel on state rules governing revocation of payroll deduction authorization. Local Associations should negotiate maintenance-of-dues provisions to the extent permitted by state law to ensure a stable, predictable budget over the course of a fiscal year. Maintenance-of-dues provisions do not restrict members' ability to resign or revoke membership.