

Article 5 - Union Rights and Responsibilities

- 5.1 A. Information - Upon request, the ESD agrees to furnish the Union information necessary for its functioning as exclusive bargaining representative. **The ESD reserves the right to charge the Union for requests as outlined in board policy (KBA) and procedure (KBA-AR).**
- B. The ESD shall provide the Chapter President and the Director of Fiscal Operations at Classified@osea.org, with an editable digital file format (Excel preferred) containing the following information for all new employees in the bargaining unit within 10 working days upon hire:
- 5.1.a The employee's name and date of hire;
 - 5.1.b Contact information including:
 - 1.b.1 Cellular, home and work telephone numbers;
 - 1.b.2 Personal and work electronic mail addresses; and
 - 1.b.3 Home or personal mailing address; and
 - 1.b.4 District ID number or OSEA's CE number information
 - 5.1.c Employment information including the employee's job title, salary and worksite location.
- 5.2 The **ESD District** shall provide the information described in 5B (a)-(c) within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

~~5.3 The Association may meet with the new employee for thirty (30) minutes at an individual or group meeting at the employees' work location(s) or where the exclusive representative chooses, unless it interferes with District operations.~~

~~Neither the newly hired employee nor the designated representative(s) attending the meeting will suffer a loss in compensation or benefits as a result of participating. No~~

~~employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.~~

~~New employee meetings with the Association shall take place no more than thirty (30) calendar days from the employee's date of hire.~~

- 5.4 Use of Equipment - The Union shall have the right to use ESD facilities and equipment ~~including computers and installed software, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio visual equipment~~ at reasonable times when such equipment is not otherwise in use. The Union shall pay the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

The Association may use the ~~ESD District's~~ electronic mail system outside of student contact time to communicate with bargaining unit members regarding:

- 5.4.a Collective bargaining, including the administration of collective bargaining agreements;
 - 5.4.b Grievance investigations or other dispute investigations related to employment relations; and
 - 5.4.c Governance of the Association.
- 5.5 Mail Facilities and Mail Boxes - The Union shall have use of the inter-ESD mail facilities and ESD mail boxes so long as it does not interfere with the operation of the ESD and subject to any applicable Postal Service regulations. Union materials shall be clearly identified as such.

Bulletin Boards - The Union shall have, in each service center, the use of a bulletin board. The Union shall also be assigned adequate space on the bulletin board in the ESD for Union notices.

- 5.6 ESD Board Meetings - The Board agenda and packet are posted on the ESD's website. Excluded will be the Superintendent/Board briefing materials and confidential materials relating to executive sessions. Approve Board meeting minutes will also be posted on the website.

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- 5.7 Union Identification - No staff member shall be prevented from wearing pins or other identification of membership in the Union.
- 5.8 An electronic version of the staff handbook will be provided by the ESD and made available to all members. Changes to the staff handbook will be communicated electronically.
- 5.9 Union Leave - Up to ten (10) days total per year, shall be granted by the ESD to the OSEA Chapter 101 President, or **their** designee, for the purpose of attending meetings, travel to outlying service centers, or hearings in the interest of fulfilling the Union's responsibility to represent the members of the bargaining unit. Union leave does not accumulate from year to year. The Union will reimburse to the ESD **the cost** for the substitute of the President, or their designee, if a substitute is normally required.
- 5.10 Upon written request for Union leave the supervisor will respond in writing within two (2) working days, the approval or denial of leave. If Union leave is denied, an explanation of the denial will be included in the response.
- 5.11 Right for Designated Union Representatives to Engage in Certain Union Activities during Paid Work Hours.

The **ESD District** shall allow designed union representatives reasonable time to engage in the following activities during work hours and at the **ESD District's** facilities, without loss of compensation, seniority, leave accrual, or other benefits:

- 5.11.a Investigate and process grievances and other workplace-related complaints;
- 5.11.b Attend investigatory meetings, hearings, and other due process proceedings involving represented employees;
- 5.11.c 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;
- 5.11.d Act as a representative of the exclusive representative for bargaining unit members for purposes of collective bargaining;

- 5.11.e Attend labor-management meetings and any other meetings that engages in discussion regarding classified employees working conditions between representatives of the **ESDDistrict** and designated union representatives to discuss employment relations; and
- 5.11.f To conduct chapter meetings and trainings; and
- 5.11.g Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.
- 5.12 The designated union representatives shall also agree to the following:
- 5.12.a Designated union representatives shall provide their immediate supervisor at least forty-eight (48) hours written notice of the need to perform any of the above-listed activities, unless situations arise that prevent them from doing so. In which case, the representative will notify their supervisor as soon as reasonably possible.
- 5.12.b The written notice shall describe: (1) the activity to be performed; (2) the date and time of the activity; and (3) the approximate amount of time the designated representative will spend performing the activity.
- 5.12.c The designated representative's engagement in any activity shall not interfere with the **ESDDistrict**'s operations. If, after receiving notice of the designated representative's request to perform an activity set forth in this Article, the **ESDDistrict** determines the activity will interfere with **ESDDistrict** operations and cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the **ESDDistrict** and Association shall schedule a mutually agreeable date and time during which the designated representative can perform the activities during work hours.
- 5.12.d The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, **unless** both parties agree otherwise.
- 5.12.e The **ESDDistrict** shall not reduce a **member of the bargaining team's designated representative's** work hours in order for the **bargaining team member designated union representative** to perform an activity under Section **5.11**~~3-1~~, except to prevent an employee from working unauthorized overtime hours. The

bargaining team member designated union representative and **their/his/her** supervisor may agree to a flex schedule that allows the **bargaining team member designated union representative** to perform the activities above during paid work hours.

- 5.13 If bargaining occurs outside of the **bargaining team member's designated representative's** normal work hours, **bargaining team members designated representatives** may be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time without working unauthorized overtime hours.
- 5.14 Monthly New Hire Orientation
- 5.14.a When conducting new employee orientations, the **ESDDistrict** shall comply with ORS 243.804 and provide the Association the right to meet with the new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes.
- 5.14.b The union shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during break at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation. Newly hired employees in the bargaining unit shall meet with the Association during new employee orientations without loss of compensation or leave benefits; and will remain in paid status during this time.
- 5.14.c When a bargaining unit employee is hired after the employee orientation or when the **ESDDistrict** does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.
- 5.14.d The union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

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5.14.e In the event the ESD does not hold a new employee orientation, the Union shall hold a monthly orientation outside of the student contact day to meet with new employees to provide employees with information on Union activities.