

ARTICLE 5 - Union Rights and Responsibilities

5.1 Right to Information

- (a) Upon request, the ESD agrees to furnish to the Union information necessary for its functioning as exclusive bargaining representative.
- (b) Hire date for the purpose of this Article shall mean when the employee accepts an offer letter. 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:
 - (i) The employee's name and date of hire;
 - (ii) Contact information including:
 - (iii) Cellular, home and work telephone numbers;
 - (iv) Personal and work electronic mail addresses; and
 - (v) Home or personal mailing address; and
 - (vi) District ID number or OSEA's CE number information
 - (vii) Employment information including the employee's job title, salary and worksite location.
- (c) The District shall provide the information described ~~B-(a)-(c) above~~ 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.
- (d) For each employee separation, the ESD shall provide the Chapter President and the Director of Fiscal Operations at Classified@osea.org, within ten (10) days of separation.

5.2 New Employee Meetings

- (a) The ~~Association~~Union ~~may has the right to~~ meet with ~~the each~~ new employee for at least one (1) hour paid time 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-ESD~~ operations. The ESD shall schedule such meetings in collaboration with the Chapter President or designee.
- (b) 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~~Union's presentation.

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

5.3 Use of Equipment

- (a) 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, internet,~~ 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.~~
- (b) The Association/Union may use the District's electronic mail system in accordance with state law. ~~outside of student contact time to communicate with bargaining unit members regarding:~~
 - ~~(i) Collective bargaining, including the administration of collective bargaining agreements;~~
 - ~~(ii) Grievance investigations or other dispute investigations related employment relations; and~~
 - (iii) Governance of the Association.

5.4 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. When possible, Union materials shall be clearly identified as such.

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

5.6 ESD Board Meetings - The ESD agrees to include the Union's Chapter President(s) among those who regularly receive the official minutes of all Board meetings and agenda of upcoming Board meetings. Such notice shall be available to the Union Chapter President(s) when available to Board members. 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. Approved Board meeting minutes will also be posted on the website.

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

- (a) Investigate and process grievances and other workplace-related complaints;
- (b) Attend investigatory meetings, hearings, and other due process proceedings involving represented employees;
- (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;
- (d) Act as a representative of the exclusive representative for bargaining unit members for purposes of collective bargaining
- (e) Attend labor-management meetings and any other meetings that engages in discussion regarding classified employees working conditions between representatives of the District and designated union representatives to discuss employment relations; and
- (f) To conduct chapter meetings and trainings; and
- (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:~~

- ~~(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.~~