

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 **at no cost**.
- (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 ESD** 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 ESD'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.

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

- (i) Investigate and process grievances and other workplace-related complaints;
- (ii) Attend investigatory meetings, hearings, and other due process proceedings involving represented employees;
- (iii) 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;
- (iv) Act as a representative of the exclusive representative for bargaining unit members for purposes of collective bargaining;
- (v) Attend labor-management meetings and any other meetings that engages in discussion regarding classified employees working conditions between representatives of the **District ESD** and designated union representatives to discuss employment relations; and
- (vi) To conduct chapter meetings and trainings; and
- (vii) Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

(b) 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. [Moved from 5.14d]

(c) The ESD shall not reduce a designated representative's work hours in order for the designated union representative to perform an activity under Section 5.11.

except to prevent an employee from working unauthorized overtime hours. The designated union representative and their supervisor may agree to a flex schedule that allows the designated union representative to perform the activities above during paid work hours. [moved from 5.12e]

~~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.~~
- ~~(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.~~
- ~~(c) — The designated representative's engagement in any activity shall not interfere with the District's operations. If, after receiving notice of the designated representatives request to perform an activity set forth in this Article, the District determines the activity will interfere with District 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 District and the Association shall schedule a mutually agreeable date and time during which the designated representative can perform the activities during work hours.~~
- ~~(d) — The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, both parties agree otherwise.~~
- ~~(e) — The District shall not reduce a designated representative's work hours in order for the designated union representative to perform an activity under Section 3.1, except to prevent an employee from working unauthorized overtime hours. The designated union representative and his/her supervisor may agree to a flex schedule that allows the 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. Bargaining team members are selected at the sole discretion of the Union.

5.14—Monthly New Hire Orientation

- ~~(a) — When conducting new employee orientations, the District shall comply with ORS 243.804 and provide the Association the right to meet with 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.~~

- ~~(b) The union shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks 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.~~
- ~~(c) When a bargaining unit employee is hired after the employee orientation or when the District 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.~~
- ~~(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.~~
- ~~(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.~~

5.15 Release Time

- ~~(a) The ESD agrees to release the Union President / designee from regular duties without loss of salary for the equivalent of up to two (2) days per month on a schedule that is mutually agreeable to the ESD and the Union.~~