

ARTICLE 4 - UNION RIGHTS

Section 1. In accordance with HB2016 (ORS 243) – Public Employee Rights and Benefits, the District shall provide the Chapter President and OSEA’s Director of Fiscal Operations – classified@osea.org with an editable **Excel** spreadsheet containing the following information for each employee in the bargaining unit:

- a. The employee’s name and date of hire;
- b. Contact information including:
 - cellular, home and work telephone numbers
 - personal and work electronic mail addresses; and
 - home or personal mailing address; and
- c. Employment information including the employee’s job title, salary and worksite location.

The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employee, and November 1, March 1, and June 30 of each year for employees in the bargaining unit who are not newly hired.

4.1 Each month, the District shall furnish the Chapter President and OSEA’s Director of Fiscal Operations – classified@osea.org a list of any employees covered by this agreement who terminate employment.

4.2 **Applications for Membership.** All applications for membership received by the District shall be forwarded to OSEA.

4.3 **Dues Deduction.** Any employee in the bargaining unit may authorize the District to deduct from **his/her** **their** pay the amount of dues charged by OSEA. This authorization must be

in writing by submission of a membership card and forwarded to OSEA. OSEA will send a copy to the District's Payroll Office.

Dues deduction shall begin on the first payroll period following such authorization. Unless otherwise provided in the dues authorization, dues authorizations shall remain effective and continue from each year to the next until the employee requests cancelation of OSEA membership in writing. OSEA will send a copy of the written cancelation of membership to the District's Payroll Office. Dues deducted by the District shall be remitted, together with an itemized statement to OSEA by the first day of the month after such deductions are made.

4.4 Deduction for Voluntary Fees and Assessments. Any employee in the bargaining unit may authorize the District to deduct from ~~his/her~~ **their** pay voluntary fees, assessments, or contributions payable to OSEA pursuant to ORS 292.055. This authorization must be in writing by submission of a membership card and forwarded to the District's Payroll Office. Payroll deduction for voluntary fees, assessments, or contributions shall begin on the first payroll period following such authorization. Unless otherwise provided in the authorization, the authorization shall remain effective and continue from each year to the next until the employee revokes the authorization in writing.

4.5 Indemnification. OSEA shall indemnify and hold the District harmless from and against any claims, demands, suits, losses, costs and expenses, including but not limited to attorney fees, incurred by the District as a result of action taken by the District in compliance with the terms and provisions of this Article.

Section 2. Information. When a Board agenda and/or other materials which are not exempt from disclosure are distributed to Board members and other interested parties in advance of a public meeting of the Board, such material shall also be provided to the OSEA Chapter 25 President.

When changes are made in the adopted Board policies or in the adopted administrative regulations, the OSEA Chapter 25 President shall be provided a copy of the change. Recognizing the Union has an interest in the development of policy which pertains directly to Union affairs, the District agrees to take into consideration any input the Union would choose to make.

Section 3. In-service Programs. The Union shall have the right to supply the Superintendent/designee information to assist ~~him~~ **them** in developing in-service programs for classified employees. Development of in-service programs, however, and the content thereof shall remain the sole right of the District.

Section 4. Annual Conference. Except as may be limited by the operational needs of the District, Union delegates to the OSEA Annual Conference shall be granted time off **without pay** from their regular duties. **The employee may use any available accrued paid leave to attend the conference. If no paid leave is available, the employee may take unpaid leave.** Delegates shall notify the Superintendent's office as soon as possible and not less than ten (10) working days in advance of the Conference.

Section 5. Attendance at Meetings.

- a. Employees who are on duty when meetings are called by the Union may attend the meeting if the supervisor has determined that such attendance will not interfere with the employees' regular work and if arrangements have been made with the supervisor for make-up of time missed.
- b. Employees attending any joint District-Union meetings will not be required to make up time missed and shall suffer no loss in salary or benefits.

Section 6. Use of School Building. The Association shall have the right to transact official Association business on school district property, provided it does not interfere with or interrupt classes or other normal school and district operations and in accordance with Board policy. The Board may make a reasonable charge when special services are required beyond normal operation.

Section 7. Use of School Equipment. The Union shall have the right to use school equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials, supplies, and repairs incidental to such use.

Section 8. Bulletin Board Space. The District shall provide bulletin board space for use by the Union in each facility in which employees work.

Section 9. Mail Facilities. The District shall provide a mailbox for each employee. The Association may use the district mail boxes and regular courier service for communications of a routine nature so long as they are identified as Association materials and provided such communications comply with District policy and state and federal laws. The Association shall hold harmless the District against any and all claims or actions brought against the District as a result of the Association's use of the District courier, email, or phone services.

The District's electronic mail system may be used by the union for union-related communications including, but not limited to, communications related to:

- a. Collective bargaining
- b. Grievance or other dispute investigations
- c. Governance of the union

Section 10. Representation. Designated Union representatives shall suffer no loss in pay when in attendance at a meeting pursuant to instances in which representation is allowed by law or this Agreement.

Section 11. Union Leave. Bargaining unit members may be released without pay from time to

time at the District's sole discretion to attend events of importance to the Union.

Section 12. Right to Speak at Meetings. Upon request, a Union representative shall be allowed to briefly speak at any faculty or other professional meeting.

Section 13. Access to Worksite. At all reasonable times, the Union or its representatives shall have the right to transact Union business at each worksite during work hours and at the District's facilitates or outlying areas, without loss of compensation or benefits, provided it does not interfere with nor disrupt normal work assignments. The representative will notify the

building administrator upon their arrival and departure and will comply with the building's access procedures.

Section 14. Availability of Collective Bargaining Agreement. The District shall maintain an accessible electronic version of the Collective Bargaining Agreement on the District website. The District will provide a hard copy of the Collective Bargaining Agreement to the employee upon request.

Section 15. Employee Orientation. At employee orientations, the District shall provide the union with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. 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 participation in or attending the union's presentation.

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. These meetings may be held on a scheduled monthly basis and held in a central location, within thirty (30) calendar days ~~from~~ **from** the date of hire.