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ARTICLE 2: ASSOCIATION RIGHTS & RESPONSIBILITIES

The Association, as long as it is the recognized and certified bargaining representative for classified personnel regarding employment relations, shall have the following rights:

A. Upon request, the District shall make available to the **Oregon School Employees Association (OSEA)** ~~Association~~ public information concerning the District directly related to matters covered in this Agreement. The ~~Board~~ **District** may make a reasonable charge when special services are required beyond normal operation.

B. Employee Information

1. The District shall provide **to** the OSEA Chapter President and the exclusive representative for the Association, in an editable digital file format mutually agreed to by the Association and the District, 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; work and personal ~~electronic mail~~ **email** addresses; and home address or personal mailing address; and

c. Employment information, including the employee's job title, salary and work site location.

2. The District shall provide the information described in section (1)) to the exclusive representative within ten (10) calendar days from the **start** 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 employees.

C. The **OSEA Chapter** President, executive board members and work site organizers of the Association may use the District classified ~~mail boxes~~ **mailboxes** and ~~e-mail~~ **email** to communicate with the employees in the bargaining unit regarding collective bargaining, including the administration of this Agreement, the investigation of grievances or other disputes relating to employment relations, and for matters involving the governance or business of the Association. Such communications shall not, as determined by the administrator in charge of the building in question, disrupt the educational process; cause unlawful activities; be used for airing of labor disputes; or interfere with the authority of the **School** Board or administration. The administrator may require that particular notices or communications not be available to students, the public, or employees of the District who are not in the classified bargaining unit.

As a courtesy, a copy of such communications shall be given to the building principal, supervisors, and Human Resources in advance of its distribution through the District

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~~Association may request additional leave, without pay, for the purpose of attending national conferences. Approval of such leave, without pay, shall be at the discretion of the District.~~

5. The District shall allow designated union representatives to engage in the following activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:

   a. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;

   b. Attend investigatory meetings and due process hearings involving represented employees;

   c. Participate in or prepare for proceedings that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;

   d. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;

   e. Attend labor-management meetings held by a committee composed of employers, employees and representatives of OSEA to discuss employment relations matters;

   f. Provide information regarding this Agreement to newly hired employees at employee orientations or at any other meeting that may be arranged for new employees;

   g. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and

   h. Perform any other duties agreed upon by the District and OSEA in this Agreement or any other agreement.

6. ~~2.~~ For the purposes of this Article, "designated union representative(s)" means chapter executive board officers, stewards, and work site organizers. OSEA will provide a current list to the District of designated union representatives by August 1 annually. OSEA trains designated union representatives throughout the year and will provide BSD with an updated copy of the list within ten (10) days of adding a new representative.

7. The exclusive representative for OSEA, or designee, shall request authorization for association activity as described in this section by notifying their supervisor or building administrator and the **designated Human Resources administrator** ~~District's Administrator for Personnel~~. Such notification shall be in writing and include (1) the activity or reason for the request, (2) the date and time requested, and (3) the approximate amount of time requested. Requests must be made at least **five** (5) business days prior to the date of the time requested. Any request not made within this notice time-frame will be considered by the District based on operational need. If the time request as written places an undue burden on District operations and cannot reasonably be granted, the District shall schedule an agreeable date and time at which the time will be granted.

8. The District shall not reduce a designated union representative's work hours to accommodate the performance of the activities referenced in this Section except to prevent an employee from working unauthorized overtime hours.

G. Release Time

1. Release Time for OSEA **Chapter** President: The President of the Association will be released from assigned duties if so requested by the Association. Such requests shall be made in accordance with Section G.3 of this Article and are subject to reimbursement for any compensation that is paid as described in Section G.7 of this Article.

2. Release Time for ~~a~~**A**ll ~~o~~**O**ther Designated Association Representatives: The District will allow release time for designated representatives of the Association to conduct labor organization business. Such business shall include OSEA trainings, conferences and events. Such requests shall be made in accordance with Section G.3 of this Article and are subject to reimbursement for any compensation that is paid as described in Section G.7 of this Article.

3. The exclusive representative for OSEA, or designee, shall request authorization for release time as described in this section by notifying their supervisor or building administrator and the **designated Human Resources administrator** ~~District's Administrator for Personnel~~. Such notification shall be in writing and include (1) the activity or reason for the release time request, (2) and the beginning and end date of the time requested. Requests must be made at least **five (**5**)** business days prior to the date of the release time requested. Any request not made within this notice time-frame will be considered by the District based on operational need. If the release time request as written places an undue burden on District operations and cannot reasonably be granted, the District shall schedule an agreeable date and time at which the release time will be granted.

4. At the conclusion or termination of a period of release time granted to a designated representative under this section, the designated representative shall have a right of reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank or classification.

5. An exclusive representative or a designated representative may terminate a period of release time authorized under this section at any time for any reason.

6. A designated representative taking release time under this section shall receive full retirement credit for the entire duration of the release time, as long as the designated representative continues to meet any retirement contribution obligations pursuant to ORS chapter 238 or pursuant to the collective bargaining agreement.

7. ~~The~~ OSEA shall reimburse the District for any compensation that is paid to the designated representative during a period of release time as described in this section. Compensation paid under this Section includes any employer contributions made toward

any employee benefits, including benefits under ORS chapter 238A (PERS). The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to ~~the~~ OSEA~~;~~ twice a year – once in December and again in June. Reimbursement by OSEA shall be made to the District within **thirty (**30**)** days of receiving the billing. **This provision shall not apply to union activities covered under Section F.5 of this article or District led committees including but not limited to Position Review, District Benefits Committee and similar bodies.**

H. The ~~Association~~ **OSEA** President shall receive the agenda and related information for the public meetings of the School Board. **Upon request, the OSEA President or designee will be given four (4) minutes at the beginning of the public comment period.**

I. Dues

1. Pursuant to ORS 292.055, the District will deduct OSEA dues from the wages~~;~~ **of employees** as indicated on the salary notice~~, of employees~~. The OSEA State ~~o~~**O**ffice will provide a monthly list of current members.

2. OSEA will hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this section provided that the District gives timely notice of any such claim to OSEA and cooperates with OSEA and its designated counsel in defense of the claim.

3. ~~2.~~ The grievance and arbitration procedure of this agreement shall not be utilized to resolve any dispute brought by any member of the bargaining unit arising out of this article.

4. ~~3.~~ Each year, OSEA will notify the District of any change in the dues ~~or fair share~~ amount.

5. ~~4.~~ Each month the District will notify the OSEA State Office and OSEA Chapter President **via email** of employees hired since the previous billing statement, terminated employees, and employees on unpaid status.

J. ~~OSEA may attend pre-service activities and new hire orientations.~~ The District will provide OSEA with reasonable access to employees within the bargaining unit.

1. For the purpose of newly hired employees, reasonable access means the right to meet with new employees **at new employee orientation or, when the District does not conduct a new employee orientation, at individual or group meetings scheduled by OSEA,** without loss of compensation or leave benefits, within **thirty (**30**)** calendar days from the date of hire**,** for a period of at least **thirty (**30**)** minutes; but not more than **one hundred twenty (**120**)** minutes ~~before, during or after new employee orientation, or when the District does not conduct a new employee orientation, at individual or group meetings scheduled by OSEA~~. This section is not intended to include pre-service meetings or activities.

2. For the purpose of employees in the bargaining unit who are not new employees, reasonable access means the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss

grievances, workplace-related complaints and other matters relating to employment relations.

3. OSEA has the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

4. **The District shall inform the Association via designated Association contact(s) of the scheduling of new employee orientations with as much notice as possible.**

K. Contingent upon the daily needs of their buildings, swing shift employees shall be allowed to attend Association meetings during their working hours. Time missed shall be mutually rescheduled within the workweek with the supervisor prior to the leave. It is recognized that the security of the building and pre-scheduled events have priority. Supervisors reserve the right to determine how many employees may be gone at a time.

L. There will be no whole department contracting out for the life of this contract. This provision does not become status quo after the expiration of this contract.