

Article 7 – Association Rights

7.1 Facilities of the ESD buildings may be used for regular and ordinary Association meetings, provided that the meetings are not held during regular work hours and that the meetings do not interfere with other activities previously scheduled. Arrangement for building use shall be made with the Superintendent or their designee prior to establishing of dates and place of meeting. Any nighttime employee wishing to attend an Association meeting shall be allowed to attend with the understanding that they make up lost time due to the meeting. The employee will arrange to make up time with their supervisor.

Likewise, employees may utilize District equipment and bulletin boards for Association business when not in conflict with District activities. -In addition, a link to OSEA's website will be made available to classified employees on the SOESD Staff page of the District's website. The Association will adhere to the District's policies and rules regarding computer usage, the e-mail system and internet access. The District's electronic mail system can be used by the Association for union-related communications including, but limited to, communications related to collective bargaining, grievance or other dispute investigations, or governance of the Chapter. The Association shall pay for the cost (at the District's cost) of all materials and supplies incidental to such use, and for any repairs that are beyond normal wear and tear.

7.2 The Association shall be granted the equivalent of up to ten (10) days of non-accumulative leave per fiscal year, to be used by the Association representatives for Association business. Any leave under this provision shall be cleared in advance with the immediate supervisor. Such leave will be taken in segments of at least two (2) hours.

7.3 Paid Work Time to Perform Certain Union Activities

The District shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, within reason, without loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, and due process hearings involving bargaining unit employees;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board (ERB);
- d. Engage in collective bargaining on behalf of employees in the bargaining unit;
- e. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
- f. Testify in a legal proceeding in which the designated Association representative has been subpoenaed as a witness.

~~Association delegates can use available leave (Article 8 — e.g. vacation, discretionary) to attend OSEA annual conference or the Association will reimburse the District for the employee's salary cost for those delegates who attend the annual conference.~~

7.4 Association Release Time. (HB 2016 shall be followed for other leaves and conditions not included below).

Employees who are designated by OSEA or the Chapter President, as well as the Chapter President, shall be granted up to three (3) months of release time without loss of compensation or benefits to serve as designated representatives of the Association, to attend labor-related conferences, trainings and events, or to participate in labor-related activities. The Association will reimburse the District for the wages and fixed payroll costs, including PERS contributions, of those employees.

a. A written notification shall be given by the Association to the District's Human Resources Director at least three (3) calendar days prior to the start of the release time for absences that are ten (10) days or less. The Association will give ten (10) days' notice for absences of eleven (11) days or more. The written notice shall include: (1) the name of the employee who will be taking release time; (2) the date on which the release time will commence; and (3) the anticipated duration of the release time.

b. When an employee's release time has terminated, the employee shall have the right to 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, pay, benefits, or classification.

7.53 Upon request and subject to its obligations under law, the Board agrees to furnish to the Association access to all information necessary for functioning as exclusive bargaining representative. The Association will furnish the District with all similar information.

~~7.4 Any employee in the bargaining unit who is engaged in negotiations on behalf of the Association with any representative of the Board or who is participating in any grievance hearing as a witness or party including arbitration, shall be released from regular duties during the hours in which the same are scheduled without a loss of salary.~~

7.65 New Employee Orientation:

As long as required by law, the District will adhere to the requirements of HB 2016 to provide the designated Association representative with no less than thirty (30) minutes, and up to one-hundred-twenty (120) minutes to meet with new employees within thirty (30) calendar days from the date of hire to introduce the new employee(s) to the Association and the collective bargaining agreement. This meeting shall be on regular work time without loss of compensation or benefits.

- a. If the District has an individual orientation program, the designee shall have thirty (30) minutes paid time at the end of the District presentation to review Union information with the new employee.
- b. If the District has group orientation meetings, the Association will be allowed one (1) hour paid time at the end of the meeting to review Union information with the new employees. The employees will be scheduled for these meetings and receive a copy of the contract within thirty (30) calendar days.
- c. If the District does not have group orientation meetings or individual orientation meetings are not held at a regular time or place the Association Representative can regularly attend, the District will work with the Association to schedule new employees to attend a monthly Association new-hire orientation meeting of up to one-hundred-twenty (120) minutes. This meeting shall be on work time without loss of compensation or benefits. Every reasonable effort will be made to have these meeting so that they don't disrupt any employee's workday.

7.6 Access to Employees:

- a. Employee Orientation. At employee orientation during in-service week, the District shall provide the Association with thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The Association shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.
- b. The Association 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. Every reasonable effort will be made to schedule these meetings so that they don't disrupt any employee's workday.
- c. All non-union employees shall, upon request to their designated Association representatives and notification to their supervisor, be able to review Association information with their designated Association representatives for a total of thirty (30) minutes paid time once a year.

7.7. For purposes of this Article, "designated representatives" shall include chapter executive board officers, building representatives, or their designees. A non-employee OSEA Field Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives, which includes checking in and out, without delay, with the front office of any District building upon entering the facility.

There may be circumstances in which a designated representative needs an accommodation to their job duties/schedule or coverage from other staff members in order to complete these activities during work hours. Designated representatives who require such accommodations or coverage shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. The written

notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. It will be the supervisor's obligation to ensure proper job accommodation or coverage is provided.

- a. If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be reasonably accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging an available substitute, temporarily modifying work assignments when possible without disrupting student services), the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. 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.
- b. The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during the regular workday.
- c. The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.
- d. The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session scheduled outside of normal work hours may, by mutual agreement, 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.