

ARTICLE 3: ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Association, as long as it is the recognized bargaining representative for licensed substitutes regarding employment relations, shall have the following rights:

- A. The District agrees to meet monthly with the president of the Association or ~~his/her~~ **their** representative(s) to discuss issues and concerns. It is understood that these meetings are not a continuation of negotiations.
- B. The District will share licensed substitute resources via the District website. The District will collaborate with the Association on the substitute webpage content.
- C. The District will email to the president **and the vice president** of the Association a copy of School Board agenda, ~~and~~ minutes, **and related information.**
- D. ~~The District will make available reasonable use of bulletin boards in the faculty rooms of schools.~~
The Association shall have, in each District facility where bargaining unit members are assigned, reasonable use of bulletin board space. Information of a District-wide concern must first receive the approval of a Human Resources **Executive.** ~~Administrator.~~
- E. The Association shall have the right to a copy of all available public information concerning the District at no cost to the Association.
 - 1. **The District shall provide to the Association an editable electronic database of each employee in the bargaining unit that includes each bargaining unit member's name, date of birth, hire date, classification, dues deductions, residential address, email and phone number. Said data shall be updated at least every 120 days. After August 1, the District shall provide the association with the information for any new hire within 10 calendar days of the date of hire.**
 - 2. **During the academic year, the Association shall be permitted to conduct a monthly new employee orientation for the purpose of meeting with newly hired employees for a minimum of thirty (30) minutes within 30 calendar days from their date of hire, in accordance with ORS 243.804. To facilitate the Association's new employee orientation, the parties agree to the following process:**
 - a. **The District and the Association shall mutually agree upon the date(s), time(s) and location(s) for the Association's monthly new employee orientation meeting, with the goal of maximizing employee attendance and avoiding interference with District operations.**
 - b. **The Association's new employee orientation shall take place outside of student contact hours. No employee or Association representative shall suffer a loss of pay or benefits from participating in these Association orientation meetings. Participants not on paid work time will be paid the hourly sub rate**

for their participation for actual time attended, not to exceed 60 minutes. These orientations shall be scheduled so as not to interfere with District operations.

c. Prior to the Association's new employee orientation meeting, the District shall send a communication to new employees and building administrators informing them of the following:

- The meeting details, including the date, time and location;
- The purpose of the meeting is for the Association to provide new employees with information about the rights and benefits provided in the contract between the District and BEA;

The parties may mutually agree to modify or update this language as needed. The District communication shall not indicate that attendance is voluntary or otherwise discourage employees from attending.

d. If the District receives inquiries from new employees regarding the meeting, the District shall refer the inquiry to the Association and inform the employee that BEA has the right to meet with new employees during regular work hours under Oregon law, and that the content for the meeting is determined by the Association.

e. If a new employee does not attend the Association's orientation meeting, the Association has the right to independently schedule and conduct an alternate meeting directly with the employee for minimum of (30) thirty minutes, without loss of compensation or benefits. Such meetings will be scheduled outside of student contact time. Substitutes not on paid work time will be compensated the hourly substitute rate for attending, per the parameters outlined above. The Association shall inform the District that it intends to meet with the new employee at the Association's following orientation meeting if applicable, and the District shall include the employee on the District's communication for the following Association orientation meeting.

- F.** The Association shall have the right to transact official Association business on District property at all reasonable times. When meeting rooms or other facilities or services are required, prior notice to and approval of the supervising administrator **executive.** shall be required. The District may make a reasonable charge when special services are required beyond normal operations. Any Association representative visiting in a District facility shall notify the facility office of his/her presence.

G. Leave for President and Vice President

1. ~~The president of the Association will be granted leave if requested by the Association. Requests should be forwarded in writing to the Administrator for Licensed Personnel by June 1 preceding the leave year. Such leave arrangements must be cooperatively developed with the president and Human Resources Department.~~ **The President and Vice President of the Association will be released from their assigned duties if so requested by the Association. Such leaves may extend from part-time to full time during the leave year. Requests should be forwarded in writing to the Administrators for Licensed Personnel in the Human Resource Department by June 1 preceding the leave year. Such leave arrangements must be cooperatively developed with the President and Vice President, their supervisor and the Human Resource Department.**
2. The Association shall reimburse the District for the president **and vice president**'s salary and fixed charges (i.e., retirement, social security, group insurance, and state accident insurance). The ~~Payroll~~ **Business** Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the Association. Reimbursement by the Association shall be made to the ~~Payroll~~ **Business** Office **within thirty (30) days of receiving the invoice.** ~~by June 15 of the leave year.~~
3. During the period of such leaves, sick leave will be accumulated pro rata to the extent of the leave. Leave time shall apply toward all other benefits.
4. Upon request, the President **and Vice President** shall be reinstated on the District's master list of substitute teachers.

H. Appointments

The Superintendent will consult with the BEA President who will recommend members to serve on District Task Forces and Committees. In those instances where the BEA is entitled to representation, by contract or policy, the BEA President shall appoint the Association's representatives.

I. Communications

The Superintendent and Association President shall meet regularly to discuss issues of concern to either party. The parties will endeavor to share information so that there is no unnecessary surprise and to engage in interest-based problem solving. Other Association and District representatives may be invited to attend.

J. Limitations

The communications and transactions described in sections D, F & I **above** shall not create a clear and present danger, as determined by the administrator in charge of the District facility in question. This includes:

1. Clear evidence of disruption of the educational process;

2. Causing unlawful activities;
3. Interfering with the authority of the Board or Administration; or
4. Bringing students into disrespect in accordance with Board policy.

K. Association Representation

The Association may designate any bargaining unit members to be representatives of the Association. The Association may also designate staff of their state and national affiliates as representatives of the Association.

The District shall grant designated bargaining unit representatives reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, or leave accrual. The rate of pay shall be the sub rate unless the designated bargaining unit representative is in a long-term sub assignment, in which case they will be paid at their long-term sub rate.

Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and Employee Relations Board (ERB) hearings; act as a representative in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; and perform any other duties as agreed upon by the union and employer.