

The third bargaining session between Oregon School Employees Association (OSEA) and Reynolds School District (RSD) was held on April 3, 2018 in the library at Woodland Elementary School from 4:00 p.m. to 8:00 p.m.

OSEA & District: All Present

#### **OSEA Presented the Remaining Articles in its Initial Proposal:**

#### **MOU regarding Overnight Trip Pay**

This MOU memorializes the procedures that are currently being followed in the District to calculate overnight pay for classified staff.

#### **MOU regarding Cell Phone Stipend**

Requesting cell phone stipend, when approved, be increased from \$25 to \$35 per month and outlines parameters for to whom cell phone stipends will be paid.

(Currently cell phone stipends are paid to some classified staff however there is no current language in the bargaining agreement regarding cell phone stipends). The contract language would add Educational Assistants who are out in the community with students and currently do not receive cell phone stipends to the list of those who receive them.

## MOU regarding Appropriate use of Video Equipment and Audio Equipment

MOU requests that in the event any video or audio tape will be used for disciplinary action, the employer must provide the union, prior to the hearing, an opportunity to view the video or audio tape being used to support the discipline or discharge.

Requests that the employer not install or use video cameras or audio equipment in areas that violate an employee's right to privacy such as bathrooms or places where employees change clothing.

Requires the District to post notice in visible locations that audio and/or video equipment is being used.

## Article 4

Proposal includes a \$15 increase to the CAP for 12-month employees for 2018/19 (\$1315)

Proposal includes a\$15 increase to the CAP for 12-month employees for 2019/20 (\$1330)

Proposal includes a provision that the District will contribute an equal monthly amount of health care dollars to both classified and administrative employees.

Proposal includes the CAP for employees working 195 days or more to receive 83% of the 12-month employees' contribution each year and the CAP for employees working 194 days or less to receive 75% of the 12-month employees' contribution each year.

Proposal includes a provision to increase the dollar amount of District provided term life insurance from \$20,000 to \$50,000 for each employee.

Proposal includes provision to increase the amount employees are able to use for the purchase of insurance plans outside medical, dental, and vision, prescription, life and disability insurances from 50% to 60% of their unused district contribution dollars.

#### **Article 5 Paid Leaves of Absence**

One minor housekeeping request to add "adoption" to "births" as an acceptable reason to use Personal Leave.

#### **Article 7 – Emergency Closure**

Proposal includes eliminating the need to use emergency days or vacation days in the case of inclement weather/school closure. Inclement weather days will be considered paid work days resulting in no loss of leave and if additional days are added to the end of the school year, those will be worked without any additional pay.

## Article 8 - Salary + Salary Schedule

Proposal includes a 1% adjustment on the salary schedule for 2018-19 with the bottom step (current step 2) eliminated and step increases equalized so that no employee receives a step increase of less than 3%.

The salary schedule for 2019-20 will be the 2018-19 salary schedule increased by an equivalent amount to the change in CPI-U with a new top step and an elimination of the bottom step again in this year.

The salary schedule for 2020-21 will be the 2019-20 salary schedule increased by an equivalent amount to the change in CPI-U with a new top step and an elimination of the bottom step again in this year.

Salary schedule for 2019/20 would be a COLA that is equal to the CPI and again, dropping the bottom step and adding a top step and the same dynamic is in section 4.

Proposal includes a 5% Bilingual staff differential be paid to those in positions that require bilingual skills as a condition of their employment.

Proposal includes 15 cents per hour shift differential for working swing shift (2:00 p.m. – 10:00 p.m.)

Proposal includes the ability to extend the time allowable to use compensatory time from the current payroll period until anytime during the year as long as it is used by the cutoff date for the June payroll and if not used by then, any remaining hours will be paid.

Proposal requires that Educational Assistants and Media Assistants be guaranteed a 7-hour work day.

Proposal includes an annual stipend of \$300 for locksmithing.

## Article 11 - Work Time

Proposal requests that language be added to clarify what is meant by "duties as assigned" to state that, "Other duties as assigned" shall be tasks that are not described in your job description and shall be defined as infrequent and at irregular intervals. Other duties as assigned is not intended to describe routine tasks.

# Article 18 – Funding

Proposal includes a requirement that should the District seek to reduce the number of work days or shorten the contractual work year due to budgetary reasons, the District shall bargain with the Association over the number of workdays for classified employees or specific groups of classified employees. The District shall be prohibited from implementing a reduction in work days or shortened contractual work year until the parties have completed the negotiation process.

Proposal also includes provision that should classified staff's work days be reduced, no employee of the District shall receive an increase in compensation until the classified employee work days are restored.

## **Article 23 – Workshops/Courses**

One minor change to update the reimbursable rate to the "current" PSU rate rather than using actual years.

## **New Article - Complaints**

Proposing to add a new article that outlines how complaints against classified employees shall be handled. Includes provisions to notify the employee within 10 days of receipt; provide copy of complaint 2 days prior to any meeting regarding the complaint; provide the name of the complainant to the employee; notify the employee within 10 days of the disposition of the complaint; disallow the use of anonymous complaints unless the information can be corroborated or there is other independent evidence.

### The District Presented the Remaining Articles in its Initial Proposal:

#### Article 4 - Fringe Benefits

Proposal includes a \$15 increase to the CAP for 12-month employees for 2018/19 (\$1315)

Proposal includes a\$15 increase to the CAP for 12-month employees for 2019/20 (\$1330)

Proposal includes a\$15 increase to the CAP for 12-month employees for 2020/21 (\$13455)

Proposal includes the CAP for employees working 195 days or more to receive 83% of the 12-month employees' contribution each year and the CAP for employees working 194 days or less to receive 75% of the 12-month employees' contribution each year.

Proposal includes provision to decrease the amount employees are able to use for the purchase of insurance plans outside medical, dental, and vision, prescription, life and disability insurances from 50% to 25% of their unused district contribution dollars and that employees who are not currently using any portion of their unused district insurance contribution dollars toward supplemental insurances not have the option to begin using them after October 1, 2018. Employees hired after July 1, 2020 may not use any of their unused portion toward supplemental insurances not outlined in Section B (medical, dental, and vision, prescription, life and disability insurances).

A chart was shared showing how classified staff would be impacted if their insurance contributions were prorated based on FTE as administrators and licensed staff are (providing 100% paid medical, dental, and vision insurance coverage to 12-month full-time staff and then prorating all other employees' contributions based on the days and hours worked.

## Article 8 – Salary

The salary schedule for 2018-19 will be the 2017-18 salary schedule increased by 1%.

The salary schedule for 2019-20 will be the 2018-19 salary schedule increased by 1%.

The salary schedule for 2020-21 will be the 2019-20 salary schedule increased by 1%.

Provision added to allow the District to change working conditions and begin using an automated timekeeping system (currently TimeClock Plus) for the purpose of documenting employee attendance and leave matters and adjusting pay as appropriate as well as for disciplinary purposes.

## **Appendix A: Classifications**

Proposal includes some changes to the classifications to separate out some categories into smaller, more defined categories (i.e. Instruction separated into Instruction, Day Care, and Skills/Trades;

Technology category added; Secretarial/Clerical separated into School and Specialized/Department and Grounds separated from Maintenance into its own category)

#### Article 13 - Personnel Records

Proposal adds language to B. File Review to indicate that employees shall be allowed to view supervisors' working files upon prior request.

#### **Article 25 – Discrimination (Intended to be Non-Discrimination)**

Policy updated to indicate that the District will follow specific listed policies GBA – Equal Opportunity Employment and GBNA/GBNA-AR – Hazing/Harassment/Intimidation/Bullying/Menacing Staff

The teams caucused at 7:20 for 30 minutes and then ended the session without regrouping together as there were no more points of discussion for this session.

### Agenda set for next session:

- 1. Both parties agreed to establish the agenda for the next session via email prior to the session.
- 2. Review list of articles that neither the District or OSEA opened and make a list to tentatively agree to at the following negotiations session.

## **Upcoming Bargaining Dates Scheduled as follows:**

## **Woodland Elementary School Library:**

- a. April  $18^{th} 4:30$  to 8:00 p.m.
- b. May  $2^{nd} 4:30$  to 8:00 p.m.
- c. May  $16^{th} 4:30$  to 8:00 p.m.
- d. May  $29^{th} 4:30$  to 8:00 p.m.
- e. June  $6^{th} 4:30 \text{ to } 8:00 \text{ p.m.}$
- f. June 20<sup>th</sup> 4:30 to 8:00 p.m.