



The eleventh bargaining session between Oregon School Employees Association (OSEA) and Reynolds School District (RSD) was held on August 27, 2018 at Woodland Elementary School from 4:00 p.m. to 7:45 p.m.

OSEA & District Attendance: Teresa Schleining, OSEA Bargaining Team, absent;

OSEA presented counter proposals:

Considering the recent Janus Decision [Supreme Court Janus Decision](#), OSEA presents two counter proposals:

Article 15 – Union Dues – propose changing title to Union Security (see information below in Tentative Agreements) and reopen **Article 12 – Union Rights** (previously TA'd on 4/18/18).

Changes proposed to Article 12 include added language regarding the use of district mailboxes to distribute union communications; language allowing time at regularly scheduled staff meetings to provide union updates; and language requesting employee information be provided by October 1st of each year.

Article 4 – Fringe Benefits

OSEA proposes increases to the CAP in each year of the agreement for 12 month employees as follows:

Year 1 (2018-19) = \$20

Year 2 (2019-20) = \$35

Year 3 (2020-21) = Reopener

The proposal as presented does not have correct amounts shown for the 195 days or more and the 194 days or less categories. The Bargaining Chair for OSEA acknowledged the error and indicated that the amounts should reflect an increase of \$15 per year for each of these groups in the first year and \$25 per year for each of these groups in the second year with a reopener for all in the third year.

OSEA continues to propose added language for insurance coverage for domestic partners and access to information regarding Section 125 plans.

Article 8 – Salary

OSEA proposes a two-year salary schedule with a request to reopen in year three however salary schedule presented does reflect a third year which the district was asked to disregard. Proposal also includes language that requires the district to apply 30% of any additional non-capital revenue, identified after July 1, 2018 to the wages and benefits of bargaining unit employees. The union and the district will meet to negotiate how to apply the additional revenue to wages and benefits.

Year 1 (2018-2019)

- Smooth all step increases in Year 1 to 4% between steps, except Column IA.
- 2% COLA over the 2017-2018 schedule for Column IA with no smoothing
- Adopts district proposal of 2% increase to step 1 of columns IA, IIA, IIB, IIIA, IIIB, MECHI, MECHII, and MECHIII to account for market comparability and proposes a 1% increase to step 1 of all columns not identified by the District to receive the 2% applied to step 1.

Year 2 (2019-2020)

- 1% COLA over the 2018-2019 schedule
- Smooth all step increases to 4% between steps for Column IA

Year 3 (2020 – 2021)

- Propose economic reopener

Propose hours for Media Assistants and Educational Assistants be increased by .25 hours per day for the duration of the contract.

All other language changes including bilingual differential, compensatory time, cell phone stipend, and overnight trip pay remain as previously proposed.

New Article – Health and Safety

Counter proposal for new language largely remains as previously proposed with some minor changes (see new language in attached proposal):

The article includes provisions to maintain a safe work environment, safety committees, and that employees who are required to work in any hazardous situation be provided proper training for such duties to be paid for by the District. Employees shall have the right to refuse to put themselves in immediate danger created by unsafe working conditions and shall be assigned to another location of duty while the condition is being investigated and/or corrected. Employees shall not be required to complete work without proper safety equipment.

Employees who have suffered an injury due to attack, assault, overt physical violence or inappropriate physical contact from a student shall have the right to refuse to work with the student(s) until such time as the employee, union, principal and/or program director have met, conferred, and reached a reasonable solution to the issue.

A Safety Committee shall be formed which shall annually review and establish procedures related to school safety and communication to classified employees to provide appropriate awareness of situations and/or students which could disrupt the educational environment.

The District Presented a Counter Package Proposal which was tentatively agreed to for Articles 2, 11, 18, and the no contracting out MOU. See tentative agreements below for details.

In response to OSEA's proposal for a **Memorandum of Understanding regarding DACA and TPS Employees**, the District has updated the District website with a link titled "Family Resources" where links can be found for Legal Services and Immigration along with a variety of other helpful resources for employees and families in the community. The District did not provide a counter proposal to the OSEA proposed MOU as the District feels that providing funds to DACA affected employees for legal consultation and authorizing leave without pay, while retaining seniority, to attend to immigration or citizenship status matters creates inequities with other employees who may be experiencing other life issues not covered by this MOU.

Tentative Agreements Reached:

Tentative agreements were reached as follows:

Article 15 – Union Dues – Changes to Article 15 include specifications regarding how employees will authorize the District to deduct union dues from their pay and how employees will revoke such

authorizations. Language also includes obligation of the District to provide employee contact information to OSEA regarding employee hires and terminations.

Tentative agreement reached on District Package Proposal as follows:

Article 2 – District Rights (proposing current contract language)

Article 11 – Work Time

Article 18 – Funding (proposing current contract language)

No Contracting Out MOU – 1 Year (2018/19)

Article 11 – Work Time – District adopts OSEA’s proposed language that employees may request assistance from their supervisors in establishing or adjusting work priorities to carry out his or her work assignment. District does not adopt OSEA’s proposed language which indicates, “other duties as assigned” shall be tasks that are not described in the job description and shall be defined as infrequent and at irregular intervals. All other portions of the proposal remain as previously discussed.

No Contracting Out Bargaining Unit Work Memorandum of Agreement

MOU that was in place for 2017-2018 will remain in place for 2018-19.

An agenda was not set for the next session. At this time, the remaining open articles are as follows:

ARTICLE:	STATUS:
4 - Fringe Benefits	OSEA Proposal 8/27/18
8 – Salary & Appendix B – Salary Schedule	OSEA Proposal 8/27/18
Appendix A - Classifications	District Proposal 4/3/18
New Article - Health and Safety (OSEA) or Workplace and Environmental Safety (District)	OSEA Proposal 8/27/18
MOU regarding DACA effected employees	District Response 8/27/18 to OSEA Proposal of 7/17/18
New Article - Complaints	District Response 4/18/18 to OSEA Proposal of 4/3/18

The session concluded at 7:45 p.m.

Upcoming Bargaining Dates Scheduled as follows:

Woodland Elementary School Library:

Wednesday, September 19th - 4:30 to 8:00 p.m.

Monday, October 1st – 4:30 to 8:00 p.m.