



The thirteenth bargaining session between Oregon School Employees Association (OSEA) and Reynolds School District (RSD) was held on October 1, 2018 at Woodland Elementary School from 4:00 p.m. to 9:15 p.m.

OSEA & District Attendance: All team members present for both teams

OSEA presented a package proposal which included the following articles:

Article 4 – Fringe Benefits

OSEA adopted the insurance CAPs presented in the District' last proposal as follows:

Year 1 (2018-19) = No Change

Year 2 (2019-20) = \$25

Year 3 (2020-21) = \$35

OSEA adopts District's proposal to increase district provided life insurance to \$50,000 but does not adopt proposal that this begin in year 2 (selections have already been made for year 1 so increasing for year 1 is not an option at this juncture).

OSEA does not agree to the District's proposal to step down the use of remaining dollars toward the purchase of supplemental insurances, similar to the agreement reached with REA, in support of its goal to contribute only toward the major insurances (medical, dental, and vision) and not continue contributing toward supplemental insurances. OSEA requests this option remain as per current contract language (50% of remaining funds may be used toward supplementals).

Article 8 – Salary

OSEA proposes a three-year salary schedule that includes the following:

Year 1 (2018-2019)

- Drop Step 1 and add a new Step 11 which is 3% higher than the current top step.
- Step Increases
- No smoothing
- 1% COLA applied to the salary schedule.
- Move Bus Drivers from the current IIB classification to the MECH I classification.

Year 2 (2019-2020)

- 1% COLA over the 2018-2019 schedule
- Step Increases
- No smoothing applied to the salary schedule

Year 3 (2020 – 2021)

- 1% COLA over the 2019-2020 schedule
- Step Increases
- 4% smoothing applied to the entire salary schedule
- Adjustment to Column IA, Step 1 to adjust for new minimum wage.

This differs from the District's current proposal by including a 1% COLA in Year 1.

In addition, OSEA continues to propose trigger 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.

OSEA agrees to the District's proposal providing Bus Drivers who are in cover driver positions shall receive a one dollar per hour pay differential.

OSEA continues to propose that the work hours of Media Assistants and Educational Assistants to be increased by .25 hours per day for the duration of the contract.

OSEA continues to propose that Maintenance Workers who are credentialed to work with asbestos receive an annual stipend of \$1200.

Note: (This language was removed during the last bargain of the economic reopener when OSEA declared that there was no interest from staff at that time to continue to be involved in the removal of asbestos. In addition, two people are required to be present for asbestos removal jobs and at this time only one maintenance worker is certified).

All other language changes including automated timekeeping, bilingual differential, compensatory time, cell phone stipend, and overnight trip pay remain as previously proposed. OSEA continues to propose changes to the language regarding deadlines for the use of compensatory time

Article 12 - ~~Association~~ Union Rights

This article was reopened on August 27th because of the Janus ruling with added language related to providing announcements at staff meetings and lists of employee contact information on an annual basis. The District had previously agreed to language related to time release for association members to attend conferences and union sponsored programs. OSEA has removed its proposal to allow the union to utilize the services of the District Courier to deliver materials for distribution to members' mailboxes so long as they are not burdensome in quantity or detrimental to work operations, or delivered to individual mailboxes during work time.

Article 26 – Workplace and Environmental Safety (new article)

OSEA continues with its last proposal with one change which is to adopt the District's proposal to have OSEA representatives serve on the current District Behavior Response Committee which meets monthly during the school year to review the District's student discipline procedures, to recommend changes it feels would be in the best interest of the District, and to provide quarterly reports to the School Board. The only change is that OSEA requests four members and the District has previously proposed two members. There was no intent to have unequal representation and the District is fine with OSEA having four members, the same number as REA has serving on this committee.

The teams caucused from 6:00 to 7:30 p.m. and the District then presented a package proposal in response to OSEA's proposal from earlier that evening which included the following articles:

Article 4 – Fringe Benefits

The District agrees with the proposed insurance CAPs presented in OSEA's and the District's last proposals as follows:

Year 1 (2018-19) = No Change

Year 2 (2019-20) = \$25

Year 3 (2020-21) = \$35

The District continues to propose to increase district provided life insurance to \$50,000 and that the increase begin in year 2 as selections have already been made for year 1 and increases are not an option at this juncture as Open Enrollment has ended.

The District's new proposal allows current staff to continue to use 50% of remaining dollars toward the purchase of supplemental insurances, with no change, and that any new staff hired after July 1, 2019 will no longer have the option to use any of the District's contribution toward any insurances other than major medical, dental, and vision.

Article 8 – Salary

The District proposes a three-year salary schedule similar to that proposed last by OSEA and the same as the District's last proposal. The only differences are that the District does not adopt OSEA's proposal to include a 1% COLA in Year 1 of the agreement and the District does not adopt OSEA's proposed trigger language:

Year 1 (2018-2019)

- Drop Step 1 and add a new Step 11 which is 3% higher than the current top step.
- Step Increases
- No smoothing
- Move Bus Drivers from the current IIB classification to the MECH I classification.

Year 2 (2019-2020)

- 1% COLA over the 2018-2019 schedule
- Step Increases
- No smoothing applied to the salary schedule

Year 3 (2020 – 2021)

- 1% COLA over the 2019-2020 schedule
- Step Increases
- 4% smoothing applied to the entire salary schedule
- Adjustment to Column IA, Step 1 to adjust for new minimum wage.

The District's proposal is updated to include a provision to provide Bus Driver Trainers a one dollar and fifty cents (\$1.50) per hour pay differential for the time spent in the Driver Trainer position.

The District does not adopt OSEA's proposal that the work hours of Media Assistants and Educational Assistants to be increased by .25 hours per day for the duration of the contract.

The District does not adopt OSEA's proposal that Maintenance Workers who are credentialed to work with asbestos receive an annual stipend of \$1200.

Note: (This language was removed during the last bargain of the economic reopener when OSEA declared that there was no interest from staff at that time to continue to be involved in the removal of asbestos. In addition, two people are required to be present for asbestos removal jobs and at this time only one maintenance worker is certified).

All other language changes including automated timekeeping, bilingual differential, compensatory time, cell phone stipend, and overnight trip pay remain as previously proposed. The District adopts language regarding more lenient deadlines for the use of compensatory time

Article 12 - ~~Association~~ Union Rights

The District agrees to OSEA's proposals related to time release for association members to attend conferences and union sponsored programs, providing union updates at the end of staff meetings, and providing OSEA with employee contact information by October 1st of each year and monthly thereafter (OSEA's current proposal requests this information be provided "within a timely manner").

Article 26 – Workplace and Environmental Safety (new article)

The District's response to OSEA's proposed new language largely remains as previously proposed with language regarding the process to be followed when it is believed there are unsafe working conditions present; confirmation there will be a safety committee at each work site; and, the process to be followed when there is believed to have been a safety violation. The District adopts OSEA's proposal that they be allowed to have four representatives serve on the current District Behavior Response Committee. The District adds a major change to its latest proposal to include the following language:

Act of Violence Causing Serious Employee Injury

After an event where an employee suffers a serious injury due to attack, assault, or overt physical act of violence, the employee shall not be required to work with the individual who caused the injury until such time as the employee and the building administrator/program director or supervisor have met and conferred. The employee may have union representation with them at the meeting.

Tentative Agreements Reached:

No Tentative Agreements were reached at this session.

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

ARTICLE:	STATUS:
4 - Fringe Benefits	District Proposal 10/1/18
8 – Salary & Appendix B – Salary Schedule	District Proposal 10/1/18
Appendix A - Classifications	District Proposal 10/1/18
New Article - Health and Safety (OSEA) or Workplace and Environmental Safety (District)	District Proposal 10/1/18
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 9:15 p.m.

Upcoming Bargaining Dates Scheduled as follows:

Woodland Elementary School Library:

Monday, October 29th – 4:30 to 8:00 p.m.