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OSEA Proposed Language – November 19, 2018

Nov 20 - 12:55

BSD Counter Proposal 3 at 1:00 Nov. 20, 2018

Counter proposal @ 11:30

ARTICLE 2

ASSOCIATION RIGHTS & RESPONSIBILITIES

The Association, as long as it is the recognized and certified bargaining representative for classified personnel regarding employment relations, shall have the following rights:

A. Upon request, the District shall make available to the Association public information concerning the District directly related to matters covered in this Agreement, a list of staff by October 31, as well as salary schedules of the bargaining unit employees and number of employees at each step. The Board may make a reasonable charge when special services are required beyond normal operation.

B. The President and building representatives of the Association may use the District classified mail boxes and e-mail for communications of a routine nature. Such communications shall not, as determined by the administrator in charge of the building in question, disrupt the educational process; cause unlawful activities; be used for airing of labor disputes; or interfere with the authority of the Board or administration. The administrator may require that particular notices or communications not be available to students, the public, or employees of the District who are not in the classified bargaining unit.

As a courtesy, a copy of such communications shall be given to the building principal, supervisors, and Human Resources in advance of its distribution through the District mail service and e-mail or classified mailboxes.

C. The Association shall be provided reasonable bulletin board space for classified personnel communications of a routine nature by the building administrator subject to the same limitations and conditions contained in Section B of this Article. The Association may use District office equipment to reproduce Association newsletters and notices for distribution to Chapter 48 members. Such use shall occur during non-duty hours and at times that the office equipment is not in use for school related purposes. Copies of such communications shall be given to the building principal, supervisors and Human Resources in advance of its distribution. The Association will reimburse the District for the cost of operation and supplies utilized.

D. The Association may transact official Association business in District buildings during non-working hours, provided it does not interfere with or interrupt classes or other normal school and District operations and with the advanced knowledge and approval of the building principal or administrator. The Board may make a reasonable charge, excluding rent, when special services are required beyond normal operation. The content of meetings is subject to the same limitations as contained in Section B of this Article.

E Time for Association Business

1. The president of OSEA, Chapter 48 (or designee) and up to ten (10) delegates will have available temporary leave of up to two days, without pay, to attend one Association conference or convention each school year which is directly related to their occupational interests. Permission for such leaves will be considered on the basis of the following criteria:
 - a. Participation in the Association activity will be beneficial to the District and its program;
 - b. Elected delegates of OSEA Chapter 48 will be given priority;
 - c. Absence of the staff member will result in minimum disruption of the employee's District assignment.

Requests for leave should be submitted in writing to the Administrator for Classified Personnel with a copy to the immediate supervisor at least two weeks before the date of leave. The Association will work with the Administrator for Classified Personnel to expedite processing when circumstances so require. The Association may request additional leave, without pay, for the purpose of attending national conferences. Approval of such leave, without pay, shall be at the discretion of the District. It is understood that OSEA will conduct business during non-work time. However, Chapter officers, delegates, committee chairpersons or other involved members may request

OSEA time release in addition to that provided in E.1 when necessary to attend local OSEA meetings or otherwise provide leadership to the Chapter at times during the employee's regular work day. The supervisor will consider each request for release time, taking into consideration the availability of a suitable substitute or possibility for rescheduling the work to another date or time. Any cost incurred for substitute time will be borne by the Association.

2. OSEA representatives who are scheduled by the District to meet during their normal work hours for purposes such as a required District committee, grievance hearings or disciplinary will be paid their normal rate of pay by the District. OSEA representatives who are scheduled to meet during their normal working hours for the purpose of negotiation meetings shall not suffer a loss of pay and will be compensated by OSEA. Meetings where OSEA representatives appear at request of an employee, if appropriate, are not included as meetings under the terms of this Subsection of Article 2 and will be in unpaid status.

- F.** The OSEA will reimburse the District for the salary and fixed charges (i.e. retirement, social security, group insurance, and state accident insurance) of the replacement employee retained pursuant to sections E and H at a percentage proportionate to the amount of the release time requested. The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the OSEA. Reimbursement by OSEA shall be made to the District by June 15 of the year the release time was taken.

1. OSEA representatives who are scheduled to meet during their normal working hours for the purpose of negotiation meetings will submit a request for OSEA to pay time release and shall not suffer a loss in pay.
2. OSEA will have available part-time OSEA time release (up to two days per week) of a member. Such a release will be cooperatively developed with the Chapter and the District.

G The Association President shall receive the agenda and related information for the public meetings of the School Board.

H ~~Fair Share and~~ Dues

1. Pursuant to ORS ~~292.055~~ 243.650 (10) and (16), the District will deduct OSEA dues ~~and fair share fees~~ from the wages, as indicated on the salary notice, of employees. OSEA State office will provide a the monthly a list of current members.
2. OSEA will hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this section; ~~including for any unlawful expenditure of fair share fees;~~ provided that the District gives timely notice of any such claim to OSEA and cooperates with OSEA and its designated counsel in defense of the claim.
3. The grievance and arbitration procedure of this agreement shall not be utilized to resolve any dispute brought by any member of the bargaining unit arising out of this article. ~~It is understood that disputes between bargaining unit members and OSEA related to the amount of fair share assessments are subject to the filing of an unfair labor practice complaint.~~
4. ~~Employees who meet the requirements of ORS 243.666 may pay an amount equivalent to OSEA dues to a non-religious charity or another charitable organization mutually agreed upon by the employee and OSEA when the employee wishes to do so because of bona fide religious tenets or teachings of a church or religious body of which the employee is a member.~~
5. Each year, OSEA will notify the District of any change in the dues ~~or fair share~~ amount. ~~OSEA will comply with state and federal law related to rebating any excess fair share payments.~~
6. ~~If any provision of the fair share requirement is found to be unlawful by a court or agency of competent jurisdiction, the remainder of this article shall continue in full force and effect.~~
7. Each month the District will notify the OSEA State Office and OSEA Chapter President of employees hired since the previous billing statement, terminated employees, and employees on unpaid leave. ~~unpaid leave.~~
8. ~~The District will provide OSEA the opportunity to attend any employee orientations, department and classification in-services.~~ OSEA may request to attend pre-service activities. It is understood Association activity will only be allowed during employees' non-working hours. The content of these meetings

is subject to the same limitations as Article 2.B.

- I. Contingent upon the daily needs of their buildings, swing shift employees shall be allowed to attend Association meetings during their working hours. Time missed shall be mutually rescheduled within the workweek with the supervisor prior to the leave. It is recognized that the security of the building and pre-scheduled events have priority. Supervisors reserve the right to determine how many employees may be gone at a time.
- J. There will be no whole department contracting out for the life of this contract. This provision does not become status quo after the expiration of this contract.

*formatting changes to be corrected upon ratification.