

OSEA Ashland Chapter 42 2024-2027 CBA Tentative Agreement Summary

Article 1 - Recognition

- Unchanged.

Article 2 - Management Rights

- Clarified language that requires the District to inform the Association in a timely manner if outside providers are being used to temporarily fill vacancies such as unfilled classified positions through hiring temporary workers or substitutes.

Article 3 - Association Rights and Responsibilities

- **Clarifications and improvements to language allowing Classified to discuss union issues on paid time.** Improved language that supports House Bill 2016 rights which allow classified staff and OSEA designees to conduct most union business on paid time. The Association also secured language guaranteeing union time at New Employee Orientations, Pre-Service Week, and any District-wide events.

Article 4 - Vacancies, Probationary Period, Temporary Positions, Substitute Positions, and Transfers

- **Salary step placement language that allows new staff to be placed on a step by experience, removing the “Step 3” cap.** The Appendix contains a Salary Placement Rubric that will be utilized to determine placement on the step scales based on experience. In alignment with The Oregon Pay Equity Act, we aim to ensure that all employees receive equitable step placement based on experience.
- **Appeal process for current classified to appeal their original step placement to a higher step based on experience.** For CURRENT employees not awarded proper step experience when hired or placed at the Step 3 cap, an MOU (Memorandum of Understanding) was agreed to allowing current employees to submit documentation showing previous experience for their initial step placement to be re-evaluated.
- **“Just Cause” for Probationary Employees.** The language that probationary employees serve at the discretion of the District and may be terminated without restriction has been struck from the CBA. All employees receive Just Cause and the rights to the progressive disciplinary process so long as it is required in state law.
- Clarified language around promotions and demotions and working out of classification.
- **Added subsection for Restricted and District Substitute Teaching (formerly Emergency Substitute)**
 - This moves the language in the MOU for classified working as a substitute teacher into the CBA, making it a permanent process. This ensures that the classified who are sponsored by the district are paid the substitute teacher rate on an hourly basis. The language also defines substituting as anytime classified are replacing an absent teacher for one hour or longer.

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Article 5 - Discipline and Dismissal (formerly Performance Management)

- **Clarification between non-disciplinary “coaching” and the Progressive Discipline process.** An improved chart and language for Progressive Discipline with levels clearly outlined including a distinction between non-disciplinary and disciplinary levels.
 - The district indicated their plan to provide every supervisor with the CBA and instructions on utilizing the progressive discipline process.
- **Drug and alcohol testing.** While it was a goal of ours to add drug and alcohol testing language to the CBA, it will be located in board policy and the handbook, with language ensuring classified have input. We agreed to this because the superintendent will be moving on updating the board policy at the next school board meeting and verbally committed (can be viewed on the recorded session 8/14/24) to meeting all the concerns surrounding drug and alcohol testing that we expressed during the bargaining process such as the legal standard for determining “reasonable suspicion”, ensuring rights to union representation, and clarification/mutual understanding of when employees have a reasonable expectation of privacy against mandatory searches and seizure of personal property (constitutionally protected).

Article 6 - Working Conditions

- **Updated meal and break periods schedule** - meal breaks and 15-min breaks are now aligned with BOLI standards, including a chart and clear language to make sure all meals/breaks are scheduled evenly throughout the day.
- **Secured language to allow for remote work during emergency closures** and clarify requests to work in the event of emergency closures.
- **Removed the 3-day overtime cap** for staff required to work on-site during an emergency closure and receive pay at 1 ½ times their normal pay rate.

Article TBD - Safety

- **New language guaranteeing safety protections.** This is a new article in our CBA The District commits to following federal and state laws, such as Work Shouldn't Hurt laws. Having this in the contract makes safety laws enforceable through the collective bargaining agreement..

Article TBD - Nondiscrimination & Harassment/Bullying

- **New article protecting employees from discrimination, harassment, and bullying.** Language was moved from Article 6 Working Conditions and strengthened to include the board policy against discrimination as well as providing the way an employee can report with union representation and not fear retaliation.

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Transportation:

- **Transportation Article:** The District did not agree to a new transportation article, but improvements regarding transportation language were secured elsewhere. Language for Pre-trip, post-trip and route gaps can be found in Article 11- Compensation.
- **One rate of pay for bus drivers:** Also see Article 11 for new pay for bus wait/training which will all be one rate of pay, the driver's normal pay rate, vs. previous pay rates which set much lower pay for wait and training time.
- **MOU guaranteeing a bargaining process for updating Transportation Work Rules** The transportation work rules will remain a separate document from the Contract, but will be posted within the Transportation Department. As a compromise to putting key portions of these in the contract, we agreed to an MOU that clarifies that portions of the work rules related to mandatory subjects of bargaining will be bargained through the Labor Management Committee, to mutually develop updated Work Rules. The first meeting being no later than December 31st, 2024 - with representation from bus drivers on the committee when bargain. *See attached MOU.*

Article 7 - Overtime, Compensatory Time, Call-Back Time , ~~Extra Duty~~ Compensation

- **4/10 schedules for summer work.** We secured language to provide 12-month staff opportunity to request their schedule be adjusted to a 4/10 shift, with supervisor's approval, when school is out of session.
- **Overtime by voluntary rotation.** In relation to The Oregon Equal Pay Act, we wanted to make sure the overtime opportunities are provided equitably and first by volunteer basis before being assigned.
- **Annual Overtime payout of unused compensatory time.** Language to create a process to log compensatory time which if not used within the year that it is earned will be paid out by June 30th. If compensatory time is earned as overtime it will be compensated as overtime (1 ½ times regular pay)
- **Extra Duty language moved to new article.**

Article TBD - Extra Duty Assignments

- **Classified equity in bidding for Extra Duty assignments.** This new language should ensure that classified employees are given equal consideration for extra duty assignments and are paid equitably across the District and between all bargaining groups. We originally proposed language for athletic leave so that classified who miss regular work due to an extra duty assignment don't need to flex or use their own leave, but as a compromise, we agreed to language giving staff more flexibility to use "flex" time when appropriate (*flex time is one-to-one time as regular work schedule and must be used within the same work week*)

Article 8 - Layoff and Re-Employment

- Unchanged. Housekeeping edits.

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Article 9 - Personnel And Working Files Records

- **Transparency around Personnel and Working Files:** Clarifies what and how personnel and working files are created, stored and destroyed. Transparency in how information about employees is collected.
- **Establishes new processes for removing old derogatory information from Personnel and Working Files:** Strengthens the process to have files viewed and/or removed when appropriate.

Article 10 - Grievance Procedure

- **Clarifications and improvements regarding the grievance procedure.** Language making the School Board step of the grievance procedure optional.

Article 11 - Compensation

- **4% COLA for the 2024-25 School Year that prioritizes raises for classified.** The District's offer, though lower than we would like to accept, is nevertheless significant given the current state of the District's current fiscal situation, and is an increase from their previous 3% offers. What's true is the District's budget is currently running a deficit. Thus, movement from their initial offer is significant and shows that despite not having the funds to offer us the increases we need and deserve, they have offered more as a show of good faith. For these reasons we, your bargaining team, have accepted this offer.
- **Additional \$1.00 targeted raises for hard to fill positions:** The following classifications that are difficult to fill positions and in an effort to move away from hiring temporary employees from an agency, they will receive a \$1 per hour increase, applied before the 4% COLA: all custodians (Lead, Head and Assistant Custodians), and the Food Service Worker classification.
- **One rate of pay for Bus Drivers:** All transportation classifications that were paid the lower wait time, training time, or standby rate for time working but not driving have been removed. All transportation classified employees will receive their regular rate of pay for all work.

Article 12 - Holidays

- **New Juneteenth Paid Holiday.** We secured Juneteenth (Freedom Day) as a paid holiday! This is an important win to celebrate this important historical holiday.

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Article 13 - Leaves

- **Increases in vacation accruals (depending on employment years)** For 12-month employees who accrue vacation, we made sure it was in alignment with confidential employees, giving most 12-month employees with 21 years or less experience more vacation days per year.
- **Vacation Accruals/Cap:** Updated language so that days accrue on a monthly basis vs. front loaded and giving employees until the end of the fiscal year each year to use vacation days above the cap before it stops accruing. We found that because of the nature of the school year, 12-month employees were subject to losing a lot of accrued vacation simply because they couldn't take time off in high need times.
- **Updated definitions for qualification for sick leave and the definition of family.** We also secured some progressive language as it related to the Oregon Family Leave Act which expands the definitions of "Family Leave" and how sick leave can be utilized.
- Other clarifications and updates on usage of leave such as clarification regarding how Professional Development can be paid.

Article 14 - Insurance

- **Maintains current benefits with just minor updates/changes:** The District requested pulling language regarding the District paying 100% of the cost for a tobacco cessation program, we agreed because it's been a long held part of our insurance plan that the Insurance Committee consistently maintains. No other changes were made.

Article 15 - Supplemental Retirement

- **NEW Sick Leave Payout for Retiring Employee with 15 Years Experience:** Bargaining unit employees who retire from Ashland School District with fifteen (15) years of continuous service shall be paid a bonus in recognition of the employee's years of service equivalent to \$4.00 for each hour of accumulated sick leave at the time of retirement. This payout used to only apply to employees hired before July 1, 2000.

Article 16 - Standing Committees

- Minor changes/updates.
- **New language added for Equity Committee.** We secured language that would ensure classified are included and represented on the Equity Committee.

Article 17 - Strikes and Lockouts

- Unchanged.

Article 18 - Miscellaneous

- Added clarifying language stating required trainings are paid and should be scheduled during regular work hours whenever possible.

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Article 19 - Modification of Agreement

- Minor changes to clarify language.

Article 20 - Existing Conditions

- Updated language to ensure that the District agrees to follow all applicable federal and state laws.

Article 21 - Separability of Provisions

- Unchanged.

Article 22 - Duration of Agreement

- **Three year Contract with reopeners to reopen wage negotiations each year.** The new contract will be Effective from July 1st, 2024 through June 30th, 2027, with wage increases paid retroactive to July 1, 2024. Each spring, the parties will negotiate compensation with the goal of the district being in a better financial spot - giving us more leverage to be able to right-size all classified wages
- **Guarantee to phase out Temporary Subcontractors completing bargaining unit work.** Before the expiration of this agreement the District shall cease utilizing all non-bargaining unit workers in Food Service and Custodial unless mutually agreed otherwise.

Appendices:

- **Appendix A - Legacy Supplemental Retirement Employee Grandfathered Supplemental Retirement.** Minor updates.
- **Appendix B - Grievance Process Flowchart.** Updates to make the school board step optional.
- **Appendix C-1 2024-2025 Classified Salary Schedule:** draft 2024-2025 Salary Schedule
- **Appendices D-1 to D-4:** updated longevity schedules coming soon (no changes to formulas).
- **Appendix E - Reclassification Review Flowchart:** No changes.
- **Appendix TBD - Salary Step Placement Rubric:** New appendix showing a uniform process for awarding step experience for new hires, job changes, etc.
- **Appendix TBD - Grievance Form:** New appendix including a sample grievance template.