**Negotiations Notes**
**July 8, 2024**

Present: Colby, Kay, Hobe, Baylor, Mistyk, Jennifer, Joel, Kaui, Nancy Hungerford, Matt, Matt, Amber, Justin, Gail

**Article 6** - Point of controversy - process projected layoff. Current contract makes sense - district/union. Hold up - # of classified people? Currently 1. Many years since a layoff; reductions through etrition. OSEA past participation? District concerns - job category aware of layoffs/cuts (different). Focus on reductions - layoff noticeTwo OSEA if cutting more than 10 positions, otherwise one. District o.k. with that. Add language to not have same classification on the committee. Not a sticking point for OSEA. Idea of OSEA involvement and discussion up front - good.

**Article 10/11** - Probationary (10) - Prior language created different standards for probationary, and different decision makers (school board). Probationary is testing period. after that, rights w/o cause. District would like to keep it that way. Agree to language - probationary employees - just cause - ends w/ board. OSEA - review 10 - says final rests w/ board for probationary employees. addition of just cause standard for probationary. there is a difference, 1st year is testing period, not intended (?) to give first day person same rights as 20 year person. Just cause limitation for probationary only

**Article 11**- post probationary people. OSEA could be more clear that 11 applies to post-probationary people. OSEA crossed off some current language (4/22) - step by step language. OSEA - 7 tests of just cause; some didn't capture all 7 steps. Arbitrators are looking at 3 steps now, contains most of the concepts. Dont find arbitration cases using 7 steps and meeting all 7 or the decision goes to the union. Crossed off - included in just cause - intent to leave it to the process, rather than carving out certain things. Value of having the language - outlines for administrators or staff member - language served parties well in the past. Basic rights of an employee - these things have been true in the district. No need to eliminate the language. OSEA - good cause/just cause - doesn't say progressive discipline. Provide information about what accused of. Old language that predated the law. Just cause, not good cause. Eliminates steps of just cause. Other things? Believe that they do this already; recover from what is agreed to? Could add a different list. different proposal that addresses just cause. View this as being helpful to administrators and employees. Have not read to mean this is the extent or that it defines just cause/good cause. OSEA provide specifics that are missing? More understandable.

Dismissal - unsatisfactory job performance. Same discussion. POA - may, or may not be applicable. Procedures spelled out, but some crossed off - steps. Examples - isn't it better to have in the contract to give an idea? #1 subjective - terms from fair dismissal law, case law. Progressive discipline - some things would rise to the level of termination, but having a list .. #10. Subjective language - just cause/good cause language - burden of proof on administration. Intent was to slim it down - teachers have a different set of laws - intending to follow the process and make it uniform, per the law's requirements. Can get there by adding disclaimers. A lot is under management rights; look at past arbitrations have been used. Law with arbitration has changed, not sure how it will be applied in the future. History? Want intent of law in contract. Probationary piece is controversial piece. Come back with a better proposal that addresses concerns of OSEA.

Admin leave - w/ pay to complete investigation. 5 days may not be reasonable. Not asking for anything that is not commonplace; norm for state.

**Article 12** - Salary (4/26 proposal)

- Propose removed Juneteenth and adding day after Thanksgiving. Day after Thanksgiving is typically a noncontract. More interested in putting dollars into general pay structure. Some other contracts have day paid - across state. Remove Juneteenth as the compromise. 12 month classified. Interest is in putting $$ into salary schedule rather than adding another holiday.
- Vacation Pay - not trying to get liabilities on the books, but incentive if they do not have the ability to get away. Earned, (Silver Falls). Could be budgeted for as a pay-out. Flat rate allows for district to budget. Looking to put money into salary rate, rather than allowing some to get more options.
- Leave - personal leave payout. Feels like a compromise. Unable to find subs to cover; not enough incentive to be at work when a day off is needed. Proposal is intended to incentivize not using them. OSEA feels should be paid at 100%.
- PLO - agreed 4/26

Term of agreement - advantageous to have a 4 year agreement. OSEA wants 2 year. Maybe somewhere in the middle. Sticking point. COLA stability makes it easier to predict. Not sure about stability in SSF. Big push, but legislative leaders may not do better than offered. Competing interests. Long term planning for the district, stability for the district. Historically - 4 years.

Insurance opt out - withdrew 4/26. Insurance contingent on wages.

75 days tomorrow. Would like to see proposals in writing.

**TSD9 Proposal - Written**

Article 6 - Process is President currently. What if custodial. Says member of leadership team.
Article 10 - Accept, if not bundled w/ 11.
Article 11 - good to just cause. How does it apply? Examples are there; district has burden of proof substantial violation. Value of listing examples, not exclusive. Generally accept just cause.
Article 13 - Personal leave increase to $325. Vacation time. Bereavement leave #3 - covered by PLO.
Article 14 - current contract language - insurance.
Article 18 - could TA.
Article 22 - current contract language - 4-year term.
Article X1 - special ed.

Financial Proposal - TSD9
2024/25 - average 7.7%. Over 4 years - 16.52%. Continuing $1000 longevity - 15, 20, 25, 30.
Family Resource Coordinator - title
3% increase to step 3; others are at 2%. REduction gives flexibility to pay more now.
Secretary I retained.
Option for bus driver schedule remains.
SSF is limiting - wage increases limit spending in other areas
OSEA 4/26 proposal - not included in newest salary schedule.

**OSEA Proposal**

**Article 6** (stand alone) - This is not about classification - how many members on committee. Willing to have it dependent on job classification, but still have two members. Why? Transparency. Democracy. Two board members. Appointed by Association. Past established team. District concern - not in job group (agreed). Not tiered, two standard from different job classifications. Current language for district membership. Building administrator. District will discuss.

**Article 12 - Salary.** OSEA moved quite a bit. Substantial. No change.

**Article 13 - Benefits**
Vacation pay - agree w/ district position to take - new language. District will schedule, and payout if not able to take. Scheduled per operational needs.
Personal Leave - $100/day and add'l $25 for all three.
Bereavement Leave - Strike types of leave. Pregnancy loss qualifies under paid leave Oregon. Family circumstances covered by state law, up to 2 weeks. Why this specifically?

**Article 14 - Insurance** Removed opt out, tied to teacher contract.

**Article 22 - Term.** Two years. Longer duration would require adjustments later. Not stable. Inflation currently 3%. Frontloading the dollars. 2% steps. Comparable wages - 6% PERS not factored in - would be helpful to have that information. Last paragraph - historical language, being addressed in 2nd paragraph. Know that we have to bargain upon demand. Waiver clause makes sense with insurance - OEBB. Concern - bargain a package and intend to live by it for the term of the contract. Possible modifier .. OSEA will bring something back to address.

**Tillamook Response**

**Article 10** - agreement.

**Article 11 -** changed good cause to just cause and did not remove language from previous contract.
A.2. Loudermill hearing? Standard that a member needs to ask?
C.4. 5 days written notice is fair for staff on POA. Circumventing just cause? POA is the last chance. Evaluation / discipline are different. Progressive discipline. OSEA will bring back potential language. Open to language around a plan of assistance.