

# BEAVERTON EDUCATION ASSOCIATION'S COUNTER PROPOSAL

## ARTICLE 2

December 9, 2021

BEA proposed **new language is in red**, proposed deletions **highlighted in light red**.

BSD proposed **new language is in blue**, proposed deletions **highlighted in light blue**.

Mutually proposed/agreed upon **new language are in green**, and mutually proposed agreed upon deletions **highlighted in light green**.

For proposals from BSD (like this one!):

Language in red ~~that is crossed out~~ is BEA proposed language that has not been accepted by BSD.

**Language highlighted in light red** but not crossed out in this counter is language that has been deleted in the BEA proposal but reinstated in the BSD proposal.

## ARTICLE 2

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

#### A. Public Information

The Association shall have the right to all available ~~public~~ information concerning the District requested by the Association as needed to fulfill its obligation as exclusive representative.

The District shall provide to the BEA an ~~editable~~ electronic database of each employee in the bargaining unit that includes ~~each bargaining unit member's name~~, first date of service, FTE, classification or title, worksite, position on the salary schedule, dues deductions, residential address, email and phone number. Said data shall be updated at least every 120 days. The District shall provide the association with the aforementioned information for any new hire within 10 calendar days of the date of hire.

#### B. Board Meetings

The Association president shall receive the agenda and related information for the public meetings of the School Board. Upon request, the BEA President or designee will be given four (4) minutes at the beginning of the public participation time.

#### C. Association Communication and Business

1. The Association shall be granted the use of District mail/e-mail service and employee mailboxes for communications identified as Association mail. A copy of all communications to the general membership, ~~via District email~~, shall be provided to the supervising administrators and Chief Human Resource Officer at the time of distribution.
2. The Association shall have the right to transact official Association business on District property ~~in accordance with Oregon law. at all reasonable non-student contact times.~~ When meeting rooms or other facilities or services are required, prior notice to and approval of the supervising administrator shall be required. The District may make a reasonable charge when special services are required beyond normal operations.
3. Any Association representative, ~~visiting in a District facility shall notify the facility office of his/her their presence. including d~~ Designated OEA employees, shall have access to District facilities to conduct Association Business ~~by complying with all~~

~~requirements of visitors on District premises.~~ Representatives for Association-sponsored member benefit programs, who are guests of the BEA building representative (with consent of the members), shall continue to have access to buildings and faculty rooms.

4. The Association shall have a minimum of thirty (30) minutes in conjunction with the District's new teacher pre-service orientation meeting, if held, to discuss Association goals, procedures and benefits. If no District-wide new teacher orientation is scheduled, in order for the Association to have an opportunity to discuss Association goals, procedures and benefits, the District will provide the names and addresses of newly hired bargaining unit members.
5. For new hires after the school year begins, the District shall provide, within 30 days after hire, a thirty-minute block of time during the employees' workday for the Association to meet with the new employee(s). No employee shall suffer a loss of pay or benefits from participating (new employee(s) or Association representative) in these Association orientation meetings, and they shall be scheduled so as to not interfere with District operations.
6. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with employer operations. The Association shall have the right to conduct meetings without undue interference and the District shall not charge any fee for the use of a worksite for such meetings, ~~except for costs incurred by the District as a result of the use of facilities.~~

#### D. Bulletin Boards

The Association shall have, in each District facility where bargaining unit members are assigned, the exclusive use of a reasonable amount of bulletin board space. ~~Copies of all materials to be posted on such bulletin boards shall be given to the supervising administrator and Chief Human Resource Officer.~~

#### E. Limitations

~~The communications and transactions described in sections C, D & K shall not create a clear and present danger, as determined by the administrator in charge of the District facility in question, of:~~

1. Disrupting the education process;

2. Causing unlawful activities;

3. Interfering with the authority of the Board or Administration; or

4. Bringing students into disrespect.

The administrator may require that particular notices or communications not be available to students.

**F.E. Leave for BEA President and Vice President**

1. The President and Vice President of the Association will be released from their assigned duties if so requested by the Association. Such leaves may extend from part-time to full time during the leave year. Requests should be forwarded in writing to the Administrators for Licensed Personnel in the Human Resource Department by June 1 preceding the leave year. Such leave arrangements must be cooperatively developed with the President and Vice President, their supervisor and the Human Resource Department.
2. The Association shall reimburse the District for the President and Vice President's salaries and fixed charges (i.e., retirement, social security, group insurance, and state accident insurance) at a percentage proportionate to the amount of the leave requested. The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the Association. Reimbursement by the Association shall be made to the Payroll Office following the final paycheck of the leave year.
3. During the period of such leaves, sick leave will be accumulated pro rata to the extent of the leave. Leave time shall apply toward all other benefits. The Association will pay the cost of substitutes resulting from the use of leave should the Association choose to replace the President or Vice President during said leave.
4. Upon request, the President and Vice President shall be reinstated to the bargaining unit position (excluding extended responsibility and department chair) held before the leave period, provided the position is still funded. In the event the position no longer exists, then the President and Vice President shall be placed in a similar position for which either is qualified.
5. Release time for the President and Vice President will not count towards the 150 days mentioned in Article 2-J.

## G. F. Association Dues

1. Authorization—Payroll deductions of Association dues shall continue for employees who have previously authorized such deductions and for all employees who do so authorize in accordance with the joint memorandum of agreement (“BEA Automatic Dues Deduction Plan—July 2, 2001”). New authorizations can be turned in to the Payroll Office by the published Payroll cut-off dates. Any employee wishing to be removed from dues deductions shall be removed, if, but only if, he/she notifies both the Association and the Payroll Office in writing by October 1.
2. Dues Deduction Authorization—Prior to the first dues deduction of the school year, and for any employee who becomes a member of the Association after the start of the school year, the Association shall notify BSD of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the amount of dues to be deducted from each member, based upon BEA/OEA/NEA dues calculations. The Payroll Office shall enact dues deduction changes on the pay period following notification, based on Payroll cut off dates.
3. Processing BEA/OEA/NEA Dues Deductions—Dues deductions shall be made monthly in an amount equal to one-tenth of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a ten-month proration schedule.
4. Any member of the bargaining unit who has not requested payroll deductions of Association dues under Section G of this Article or who has not certified to the District that the member has paid dues directly to the Association shall be subject to representation as defined in ORS 243.650 (10) and (16) and shall be subject to the provisions of this Section. The Association shall 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 G of Article 2, Association Rights, provided that the District 1) gives timely notice of any claim to the Association, and 2) fully cooperates with the Association and its designated counsel in the defense of the claim.
5. The Association shall collect from the District and utilize such payments as determined by ERB and rebate any unexpended funds pursuant to Association rebate procedures in accordance with the requirements of state and federal law.

~~6. The grievance procedure in Article 4 shall not be utilized to resolve any disputes brought by any member of the bargaining unit which arise out of Section H of this Article.~~

1. The District will deduct dues, fees, and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.
2. Processing BEA/OEA/NEA Dues Deductions - Dues deductions shall be made monthly in an amount equal to one-tenth of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a ten-month proration schedule. Annual dues may not be revoked by an employee unless the Association is notified prior to September 30<sup>th</sup> of each year.
3. The Association shall 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 provision provided that the District 1) gives timely notice of any claim to the Association, and 2) fully cooperates with the Association and its designated counsel in the defense of the claim.

#### H. G. Non-Jeopardy

No employee shall suffer discrimination, jeopardy, or coercion in employment conditions because of Association membership or lawful Association activities.

#### t. H. Association ~~Leave~~ Release Time

The Association shall be ~~allocated~~ entitled to one hundred fifty (150) days annually for any reason for which the Association will reimburse the District at the substitute rate. ~~A maximum of ten (10) of these days may be used per year by any single BEA member.~~ These days shall be in addition to any other days made available to the Association through the terms of this Agreement. During negotiation years the District may agree to additional days for collective bargaining purposes. In addition to the above, any days mutually scheduled by the District and the BEA for any bargaining sessions will not be included within the limits listed above. In unusual circumstances, such as extended absence of the BEA President or

extended duties for the BEA Treasurer, the parties will work together to provide sufficient Association leave for the BEA Vice President and/or Treasurer, beyond the limits of Article 2-I of the Agreement.

The release time provided herein shall be in addition to time used by designated representatives under section K below.

#### J. I. Problem Solving

Representatives of the Association and the District shall meet regularly and preferably bi-weekly during the school year to discuss actual and potential problems. The purpose of the meetings is to track issues, exchange relevant information, problem-solve and accept responsibility for follow through.

Contractual timelines will be waived on all potential grievances that are raised by either side in these meetings until either party determines and notifies the other that no solution is possible and then the Association will promptly file a formal written grievance. Once a grievance is submitted in writing, either as outlined above or by a member, then the contractual timelines Article 4, section B-2 will be observed.

#### K. J. Appointments

The Superintendent and/or designee will consult with the BEA President who will recommend members to serve on District Task Forces and Committees. In those instances where the BEA is entitled to representation, by contract or policy, the BEA President shall appoint the Association's representatives. ~~The BEA President shall have the right to appoint bargaining unit members to any District Task Force or Committee that is required by contract or policy to have Association bargaining unit representation.~~

#### K. Association Representation

The Association may designate any members of the bargaining unit to be representatives of the Association. The Association may also designate staff of their state and national affiliates as representatives of the Association.

The District shall grant designated bargaining unit representatives reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority ~~in accordance with Oregon law.~~

Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; conduct one-on-one interviews with bargaining members; and perform any other duties as agreed upon by the union and employer.