

## Response to Superintendent Letter

OSEA Ashland Chapter 42 Membership:

On Friday, Sept. 16, 2016, interim Superintendent Suzanne Cusick sent an e-mail to you titled “Update on Bargaining” which outlined, from the district’s perspective, the status of bargaining. We felt it was important to clarify several of the points made in that communication.

In Solidarity,  
Your OSEA Ashland Chapter 42 Executive Board

<b><u>Interim Superintendent Cusick – Sept. 16, 2016</u></b>	<b><u>OSEA Response</u></b>
<p><u>What has happened so far</u></p> <p>This year’s bargaining had two openers: salary and transportation. We have agreed on a salary increase (2.5% COLA for 2016-17 and 2.25% COLA for 2017-18). While this increase is agreed to it does not become effective until the bargaining session is complete and we have a new agreement.</p>	<p>Yes, as she stated OSEA and the district have reached an agreement on the salary increase. However, the district is refusing to implement the increase unless the union relents on removing the transportation work rules from the contract. The district is withholding the increase as a bargaining tactic.</p> <p>The salary increase will be effective July 1, 2016. The district has stated that once we conclude bargaining the increase will be retroactive.</p>
<p>We also had a committee last year, with bus driver representation, that edited the transportation work rules. After the committee finished their work, they presented a new version (which is attached to this email) of the work rules. The district agreed that the content of the transportation work rules would be followed. In fact, the transportation department is already following the new rules as they are published.</p>	<p>The union has met with the district in good faith bargaining about 20 times (main team and sub-committee) to resolve our bargaining concerns. The sub-committee did not finish its work or reach a final agreement regarding the transportation work rules; therefore there is no new version. There are still many issues remaining that the district refuses to bargain.</p> <p>Although we don’t agree with the statement (“the transportation department is already following the new rules as they are published”), it is ironic that even though bargaining has not concluded, the district is already attempting to follow a document that we have not reached a tentative agreement on, but the district is unwilling to implement the salary increase that we reached tentative agreement on June 7. We did agree that one part of the proposed work rules could be used on a trial basis.</p>

### Where we are stuck

OSEA wants to add the transportation work rules into the body of the collective bargaining agreement (in other words to put it into the body of the contract between the district and OSEA). The district is in support of the transportation work rules but simply feels that they are not to be put into the body of the agreement. The district feels no other employee group (secretarial, EA, tech, food service, custodial, etc.) has such specific details in the contract. We also feel writing them into the agreement will make them inflexible, requiring us to wait for bargaining of a new contract to address changes, no matter who the changes may benefit.

OSEA wants to KEEP the transportation work rules as an addendum to the collective bargaining agreement, as they have been since at least 1992.

The district is attempting to create dissension by pitting employee groups against one another. OSEA has dealt with many issues with the district for years that led to the creation and modification of the transportation work rules. Many of the duties that bus drivers perform are covered under mandatory subjects of bargaining. If any other employee group (i.e. secretarial, EA, tech, food service, or custodial) wanted to have contract language included in the contract, OSEA is open to bargaining such language.

The district stated that “writing them in the agreement will make them inflexible, requiring us to wait for bargaining of a new contract to address changes, no matter who the changes may benefit.” That is far from the truth. Anytime the district or the union wanted to make any changes we have met in labor management and made adjustments as necessary for the efficient operation of the department. However, we have also met with the district without resolution until using the grievance process.

The district has proposed that the language we put in the contract around the transportation work rules includes:

- Publishing the transportation work rules online for all to see
- Reviewing the rules each fall with the transportation department
- Reviewing them each spring in transportation for suggested changes
- If the district wants to change anything in the rules, we will show them to OSEA and OSEA can ask to bargain them. A 90-day bargaining session can examine the proposed changes.

The district proposal takes away the rights of the employees and gives the district all the power to make and approve all future changes.

- If the district desires a change, they can implement the change if no agreement has been reached in 90 days.
- If transportation employees desire a change, it is only a suggestion for the district to consider and doesn't trigger bargaining.
- It removes the opportunity to bargain in good faith and does not continue to provide the protection afforded to the employees now.
- It also removes the protection of the grievance procedure if the employee's rights, protected by the collective bargaining agreement, are violated.

<p>Again, we have no intention to change the work rules as they are now written and feel strongly that <u>we will always include employees</u> in editing changes to these rules. We value our history of collaborative work with our classified staff and would not want to ignore our most expert employees in designing work procedures or rules for the departments they work within.</p> <p><u>Next steps</u></p> <p>The next step may include the bargaining team entering “mediation.” This is when we try one more time, with a mediator, to resolve this matter.</p>	<p>If this is truly the district’s intention, why are they insisting on removing them from the contract? The transportation work rules that interim Superintendent Cusick attached to her update have not been approved by both parties, nor are they ratified. OSEA agreed that one part of the proposed work rules could be used on a trial basis.</p> <p><u>Next steps</u></p> <p>Special Chapter Meeting, Monday, October 3, 2016 at 5 p.m. at Ashland Middle School Library. Come hear from the bargaining team directly.</p>
<p><u>Final Notes</u></p> <p>We respect the OSEA team and recognize that they have put in many hours. We appreciate the time and care the team gave last year (Callie Mercer, Vickie Bates, Shawn Grimmesey, Tammy Burnett) and the time the new team has given this school year (Tammy Burnett, Shawn Grimmesey, James Johnson).</p> <p>We regret we cannot come to an agreement but look forward to the day that we can.</p>	<p>They overlooked one of our team members, OSEA Field Representative Ahrien Johnson. Field Representative Johnson is a very strong advocate for our chapter. He fights for us to achieve and maintain respect, dignity and good working conditions.</p> <p>We regret we cannot come to an agreement, but look forward to the day that we can. However, we are not willing to sacrifice our past achievements to give the district what they want.</p>



**Solidarity!!!! Stand United!!!**