

# BARGAINING BRIEF

**February 21, 2024**

HEA and HSD met for the third time this month and tentatively agreed and signed off on four articles. HEA packaged and presented all of our proposed Equity support language to HSD in a new article called Article #21. At the top of this proposal was additional preamble language with an equity focus that we are proposing to add to our current preamble. HSD countered our equity preamble language making only slight changes with an emphasis on our shared commitment to equity. We are looking forward to HSD's counter proposals on our Equity Support Proposals (Article #21). We meet again on March 1st and in the meantime encourage you to view the recording of today's session at [HEAOEA.ORG](https://HEAOEA.ORG).

## **Equity Support Proposals for BIPOC and LGBTQ2SIA+:**

- HEA submitted our final two Equity Support proposals. The proposals are meant to do the following:
  - Preserve BIPOC and LGBTQ2SIA+ educator involvement in curriculum adoption efforts.
  - Ensure that Dual Language Educators are involved in Dual Language curriculum adoption and that curriculum be offered in the language of instruction.
  - Ensure that BIPOC and LGBTQ2SIA+ Educators are provided with representation options for BIPOC and LGBTQ2SIA+ Union Representatives.

## **Article 12: Vacancies and Transfer**

- Under In-Building changes of Assignment, we are proposing two (2) days as well as district moving support if the change occurs on or after the last day of in-service.
- Under Involuntary Transfer between buildings we are proposing three (3) days along with district moving supports if the change occurs on or after the last day of in-service.

## **Article 1: Recognition**

- HEA accepts the district's offer to include service (experience) as a Building Based Substitute in determining salary placement and drops our proposal to make Building Based Substitutes bargaining unit members.
- HEA has retained our proposal to delete the August 15th date which states that unit members hired after this date are temporary status.

## **Article 14: Grievance Procedure**

- HEA made appropriate pronoun updates.
- We proposed keeping Non-Contract Grievance language, something that the district would like to eliminate.
- HEA accepted several areas of the District's language under the Level One section of the Grievance Procedure, and proposed keeping language requiring the immediate supervisor to respond.
- HEA maintained our counter-proposal giving the superintendent 10 days (up from 5) to meet with a grievant.
- HEA/HSD also acknowledged the need to update the grievance form to reflect the current contract language.

## **HSD Proposals**

### **Article 4: Association Rights**

- District wants to change the President's right to speak at meetings from 10 minutes to an "introduction" of a couple of minutes.
- District proposes that the Association shall reimburse the district for the President's compensation. Change from "salary".

### **Article 14: Grievance Procedure**

- District maintains proposal to change Non-Contract Grievance to Non-Contract Concern.
- District would like to re-work language concerning when a grievant meets with Superintendent or designee.

### **Article 8: Unit Member Absences**

- District re-affirms that they are willing to compensate TOSAs at the hourly teaching rate for **time spent teaching**. HSD did not accept HEA's proposal to refrain from scheduling TOSAs to be on-call as subs on days the TOSAs are responsible for PD.

### **Article 9: Unit Member Evaluation**

- District has agreed to our proposal to make the Evaluation handbook available on a hyperlink in our CBA (Contract Bargaining Agreement).

### **HEA provided counter-proposals for the following:**

- **Article 4:** Association Rights - HEA counter-proposed that the Association retain 5 minutes to introduce the Association during the all-staff kickoff. We also accepted the district's counter-proposal regarding HEA President compensation.
- **Article 8:** Unit Member Absences - HEA accepted the district's counter to pay the hourly teaching rate for time spent teaching when coaches, TOSAs, and other licensed staff are required to substitute. This Article was tentatively agreed (TA'd).
- **Article 9:** Unit Member - HEA counter-proposed language to ensure that Educators would only be evaluated by admin who have been properly trained and that evaluator calibration will happen on an annual basis.

### **HSD provided counter-proposal for the following:**

- **Equity Supports:** The district made their first counter-proposal on our package of Equity Supports for BIPOC and LGBTQ2SIA+ Educators. HSD's counter focused on our proposal to add language to the Preamble on our CBA committing to equity for students and educators.
- **Article 12:** HSD countered our language to provide more time for in-building changes of assignment and between building transfers. HSD's proposal limited the scope of our proposals to classroom teachers. In addition, they proposed that any moves of 0.2 FTE or less be granted one day.

### **Our Next Session**

The next session will be held at the HEA office on Friday, March 1, 2024, from 9:00 a.m. - 5:00 p.m. You are encouraged to tune in to the live stream at [www.OEAHEA.org/livestream](http://www.OEAHEA.org/livestream). Be sure to do this during non-student contact time and follow through with your assigned duties. Additionally, you are welcome to come and watch the bargaining sessions after the end of the workday.

Members are invited to participate in any or all sessions to witness the advocacy efforts on your behalf. We extend our gratitude to the schools that demonstrated support by wearing **blue**. Your ongoing solidarity is greatly appreciated throughout this process.

### **In Solidarity,**

Jill Golay, Mary Kay Babcock, Angela Adzima, Kathy Newman, Lisa Tanedo, Sally Reyes, Michelle McCourt, Elizabeth Nahl, Sylvia Weir, and Mu Son Chi. -**Your HEA Bargaining Team**