



To: House Committee on Business and Labor
From: Peggy Stock, Director of Labor Services
Re: House Bill 2016
Date: March 9, 2019

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Chair Barker, Vice Chairs Barreto and Bynum, and members of the House Committee on Business and Labor,

On behalf of OSBA membership, including 197 school districts, 19 Education Service Districts, and 17 community colleges throughout the state of Oregon, thank you for the opportunity to testify in opposition to House Bill 2016.

OSBA understands HB 2016 to be a union response to concerns raised following the 2018 United States Supreme Court decision in *Janus v. AFSCME*. While we recognize that the *Janus* case is a major concern for our union colleagues, this bill would mandate a costly, one-size-fits-all approach to labor relations, one that does not consider potential ramifications on school districts big and small and does not restore what was lost under the *Janus* decision.

Under the provisions proposed by HB 2016, school districts would lose the ability to effectively negotiate many of the mandatory and permissive subjects contained in the bill. Aspects of association leave, access to bargaining unit members during the work day, designated association time during new employee orientation, collection of dues and employee information, and maintenance of membership would no longer be negotiated as they are currently. Student achievement and district costs would be negatively impacted as a result of increased paid leave for designated representatives and the diversion of public money for the purpose of supporting union activity.

Parts of the bill will be costly, moving already-scarce dollars out of the classroom. Sections 2, 3 & 4 define designated representatives of the union and would require school districts to provide paid association leave to the designated representatives with few restrictions. There is no ability to consider situational needs of students in response to leave requests. There is also no limitation on the number of representatives the union could designate in a single workplace.

The bill also allows for designated representatives to have “reasonable” access to bargaining unit members during work hours. The term “reasonable” is not defined and employers and unions may not agree as to what constitutes reasonableness. For practical purposes, for the designated representatives to have access to teachers during the work day, substitutes would be needed to fill in for teachers. Substitutes are statutorily required to be paid for either four or eight hours regardless of how long they actually work, effectively mandating a school to pay a substitute four hours of wages for a designated representative to have a 30 or 60-minute meeting with an employee. This would be mandated in the midst of statewide teacher and substitute teacher shortages, and without consideration of the impact of transitional interruptions between substitutes and teachers on students, or the lack of instructional continuity resulting from increased absences of their primary educator.

Furthermore, it is crucial for the members of the committee to consider the impact of this bill on existing contracts statewide. The very issues the bill addresses are already negotiated between the parties under the Public Employees Collective Bargaining Act (PECBA). Currently, at least 115 licensed collective bargaining agreements and 77 classified agreements have existing association leave language have such language. At least 22 licensed bargaining agreements contain provisions allowing association officer long term absences. Many agreements contain additional language addressing seniority, leave accruals, and return to work provisions for such leave. This type of language is primarily found in contracts for larger districts where association needs are on a larger scale than smaller districts, including Portland Public Schools, Beaverton SD, Tigard-Tualatin SD, Lake Oswego, Springfield, Eugene 4J, and Medford SD. The myriad of provisions outlined in this bill would force the opening of collective bargaining agreements in all school districts for both licensed and classified units, invalidating years of work on both sides of the bargaining table statewide.

For decades, the Employment Relations Board (ERB) has upheld the structure in which public sector employers and unions operate under the PECBA. This structure dictates that employers and unions engage in a bilateral process of coming together and negotiating contemporaneous issues and conflicts until agreement is reached. The process, even in the worst of circumstances, always ends in a form of agreement.

This bill seeks to upset that balance, damaging the bilateral relationship between employers and employee representatives by hammering a multitude of provisions into statute. Over the life of the PECBA, the parties have successfully negotiated these provisions. Sometimes the process is contentious, not all agreements are the same, and not all agreements end with either party getting everything it wants. That is the very nature of a bi-lateral relationship and system as it is designed under the PECBA. Passage of this bill would have an acute impact on the PECBA, and the parties forced to open existing collective bargaining agreements and strike out already agreed upon language. It will send a message that if negotiation does not yield all that is proposed, the legislature will step in to mandate an outcome, choosing one side over the other. This would be an unfortunate precedent to set, potentially damaging student outcomes and employer-employee relations.

Thank you for your time and consideration. I encourage your opposition to HB 2016.