

SIUSLAW SCHOOL DISTRICT 97J

2111 Oak Street ♦ Florence, Oregon 97439 ♦ (541) 997-2651 ♦ Fax (541) 997-4160
School District Website: <http://www.siuslaw.k12.or.us>

"Home of
the Vikings"

Motivating and Preparing All Students to Reach Their Greatest Potential
Siuslaw Elementary School ♦ Siuslaw Middle School ♦ Siuslaw High School

MEMORANDUM OF UNDERSTANDING

Between

Oregon School Employees Association Siuslaw Chapter #57

&

Siuslaw School District 97J

This Memorandum of Understanding (MOU) ("Agreement") is entered into by and between the Oregon School Employees Association Siuslaw Chapter #57 ("OSEA") and Siuslaw School District 97J ("the District").

With regards to the Oregon Occupational Safety and Health Administration ("OSHA") emergency rule of July 8, 2021 related to protecting workers in extreme heat:

Whereas, the Oregon Occupational Safety and Health Administration has adopted Temporary Rules to Address Employee Exposure to High Ambient Temperatures ("Heat Rule"), OSHR 437-002-0155 et seq.;

Whereas, these rules are adopted not only in response to the deadly heat wave of late June 2021 but also in recognition that unprecedented extremes of hot weather may continue to occur in the future, including in geographical areas of the State of Oregon that have rarely experienced conditions of extreme heat;

Whereas, the District has a longstanding practice of "heat indexing" to guide appropriate employer, employee, and student behavior during outdoor student activities;

Whereas, the District Superintendent has, prior to the commencement of negotiations for this Agreement, notified District supervisors of the need to implement the OSHA Heat Rules as of the date of their announcement and for their effective term;

Whereas, the parties recognize the value (from time to time and by mutual agreement of the parties consistent with their rights and obligations under the Oregon Public Employee Collective Bargaining Act, ORS 243.698 et seq.) of memorializing in memoranda or other agreements between the parties the directives and effects of laws, rules, or other policies not initiated by the parties but nonetheless affecting their employment relationship;

Whereas, such value includes the benefit of communicating the parties' mutual commitment to following important directives related to employee safety to District employees, including District supervisors and Association-represented employees;

The parties therefore agree to memorialize the following in this Agreement:

1. The District agrees to abide by the temporary Heat Rule throughout its effective life. The parties recognize that the District has directed District supervisors of their responsibilities under the temporary Heat Rule and as memorialized herein.
2. The temporary Heat Rule applies to all workplaces, either indoor or outdoor, where heat dangers are caused by the weather. The rule considers the "heat index," which is what the temperature feels like to the human body when the relative humidity is combined with the air temperature.
3. When the heat index is equal to or above 80 degrees Fahrenheit, employers must provide (1) "access to sufficient shade" and (2) "an adequate supply of drinking water."

To be considered "sufficient shade," OSHA has listed multiple requirements that employers must meet and that the District has previously directed District supervisors to meet, including:

- a. The shade can be either natural (such as trees) or artificial (such as a pop-up tent), but it may not expose employees to unsafe or unhealthy conditions.
 - b. The natural or artificial means cannot discourage access or use by employees.
 - c. The area provided can either be open to the air or the employer can provide mechanical ventilation for cooling the air.
 - d. The area must be large enough that the number of employees who are on breaks, including during meal periods, can sit in the shade.
 - e. The area must be located as close as practical to the areas where the employees are working.
4. An "adequate supply of drinking water" additionally refers to multiple requirements that employers must meet and that the District has previously directed District supervisors to meet, including that the District, when required under the terms of the Heat rule, must:
 - a. Provide drinking water that is readily accessible to all employees at all times at no cost to the employees.
 - b. Provide enough drinking water to enable employees to consume 32 ounces of water per hour.
 - c. Provide drinking water that is anywhere between 35 and 77 degrees.
 - d. Not completely replace the drinking water with "electrolyte-replenishing" drinks. (Employers are permitted to provide electrolyte-replenishing drinks that do not contain caffeine, such as Gatorade, but those drinks cannot replace the required water).
 - e. Provide employees with ample opportunity to actually drink the water.
5. When the heat index exceeds 90 degrees Fahrenheit, the Heat Rule provides for the following additional rules for employers that the District has previously directed District supervisors to meet, including that the District must:
 - a. Ensure supervisors and employees are communicating effectively so that an employee can report any concerns.
 - b. Observe and monitor employees for any signs or symptoms of heat illness to determine if and when medical attention is required.
 - c. Develop and implement an emergency medical plan and practices to assist employees in adapting to working in the heat.
 - d. Provide a cool down period in the shade for 10 minutes every two hours of work. The cool down period can occur at the same time as any other meal or rest period required by policy, rule, or law.
 - e. Choose and equip one or more employees to be responsible for calling emergency medical services should an emergency arise.
6. The temporary Heat Rule requires the District to train all employees, including supervisory employees and Association-represented employees, in a variety of topics before workers may be directed to begin work when the heat index reaches or exceeds 80 degrees, including:
 - a. The procedures for complying with the rules listed above and the employees' right to exercise their rights under the rules without fear of retaliation.
 - b. The environmental and personal risk factors for heat illnesses and how clothing, exertion, and personal protective equipment add to these risk factors.
 - c. The different types of heat-related illnesses and their symptoms.
 - d. The effects of non-job-related factors (such as health history, alcohol, medications, etc.) on one's tolerance for heat stress.
 - e. The importance and methods of adapting to working in a hot environment.
 - f. The importance of reporting heat illness symptoms in themselves or their co-workers.
7. No Association-represented employee shall suffer loss of pay or be otherwise penalized for refusing in good faith to work in conditions that are in violation of the temporary Heat Rules.

8. This Agreement is effective from the date of its adoption by the parties until such time as the temporary Heat Rule is directed by OSHA to no longer be in effect, or until the expiration of the terms of the current collective bargaining agreement between the parties, whichever comes first. In the event that OSHA revises or rescinds the temporary Heat Rule, including as memorialized herein, during the effective life of the current collective bargaining agreement between the parties, the parties agree to bargain over the implementation of such changes to the temporary Heat Rule and the impacts that such changes may have on mandatory subjects of bargaining, upon the request of either party.
9. This Agreement shall neither establish nor abrogate precedent or past practice between the parties and cannot be relied upon in future disputes as establishing precedent or past practice.
10. Any disputes regarding an alleged violation, or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure provided in Article 24 of the collective bargaining agreement between the parties;
11. Except as specifically set forth herein, nothing in this Agreement impacts the rights, obligations and benefits provided in the collective bargaining agreement between the parties.

for the OSEA Siuslaw Chapter #57

For the Siuslaw School District 97J

James Neider, Chapter #57 President

Andrew S. Grzeskowiak, Superintendent

Name

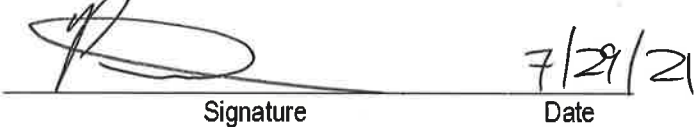
Name

 7-29-21
Signature Date

 7/29/21
Signature Date

Peter Campbell, Chapter #57 Field Representative

Name

 7/29/21
Signature Date