



"Home of
the Vikings"

SIUSLAW SCHOOL DISTRICT 97J

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School District Website: <http://www.siuslaw.k12.or.us>

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

and

Siuslaw School District 97J

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

With regards to HB 2016, the following amendments are made to reflect legal mandates in union duties, district responsibilities, and probationary status of employees with regards to orientation:

1. The following contractual language will be modified in Article V – UNION DUTIES, RIGHTS, BURDENS AND PRIVILEGES –

ARTICLE V - UNION DUTIES, RIGHTS, BURDENS AND PRIVILEGES

5.1 Representation

The Union shall represent all classified employees in the District within the bargaining unit equally and without discrimination.

5.2 District Policy Handbook

The District will provide the Union with a copy of its policy handbook shortly after the effective date of this Agreement and shall issue to the Union any changes in the handbook within five (5) days of the date of issuance.

5.3 Use of School Equipment

5.3.1 The Association shall have the right to use certain school equipment, with the building supervisor's permission when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

5.3.2 The District's electronic mail system may be used by the union for union-related communication including, but not limited to, communications related to:

- 1. Collective bargaining**
- 2. Grievance and other dispute investigations**
- 3. Governance of the Union**

5.4 Use of School Facilities

The Association shall have the right to use school facilities with prior notice to the building

principal and as long as there is not interference with District use.

5.5 Union Representatives-Designated Union Representative

5.5.1 Access to Non-Working Areas

~~Paid staff members of the Union shall be allowed access to non-working areas to meet with off-duty employees. Tours of working areas by such Union representatives shall be arranged with the District office. All such representatives entering buildings shall check in with the building office. Such visits shall not interfere with the delivery of District service.~~

5.5.2 No Loss of Pay

~~Whenever any representative of the Association of any classified employee participates at the District's insistence during working hours in any required grievance meeting, he/she shall suffer no loss of pay.~~

5.5.1 The District shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

1. **Investigate and process grievance and other workplace-related complaints;**
2. **Attend investigatory meetings, hearings, and other due process proceedings;**
3. **Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceeding before the Employment Relations Board;**
4. **Engage in collective bargaining;**
5. **Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;**
6. **Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees with thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).**
7. **Testify in legal proceedings in which the designated union representative has been subpoenaed as a witness.**

5.5.2 For the purpose of this Article, "designated representatives" shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative or Organizer shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.

5.5.3 Designated representatives shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least forth-eight (48) hours prior to the time at which the activities will be performed. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities.

5.5.4 In, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on the District operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignment, etc.) the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request unless both parties agree otherwise.

5.5.5 The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and his/her supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

5.5.6 The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities list above.

5.5.7 The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.

5.5.8 The union shall be permitted to meet with employees during regular work hours at their regular work locations to discuss grievance, complaints, and other workplace-related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

5.5.3 Meeting Attendance

One classified employee from each building or work site, who works swing shift, will be allowed time to attend the monthly union meeting, provided the employee returns to the worksite and makes up the time that shift.

2. The following contractual language will be modified in Article VI – DISTRICT RESPONSIBILITIES –

ARTICLE VI - DISTRICT RESPONSIBILITIES

6.1 Information

Upon request, the District agrees to furnish to the Association those public documents containing the information which is necessary for its functioning as exclusive bargaining representative. Any cost assumed in providing this service shall be reimbursed by the Association.

6.2 District Data to President

The District agrees to include the Union's local chapter president among those who regularly receive the official minutes of all Board meetings and agenda of upcoming regularly scheduled Board meetings. Such notice shall be available to the Union president when available to Board members.

6.3 Contract Distribution

The District shall provide copies of this Agreement electronically to all employees in the bargaining unit and new hires. Any employee covered by this Agreement that would like a hardcopy of the contract may print one copy at the District's expense.

6.4 List of Members

~~The District agrees to furnish to the Union's State office each October, the name, employee identification number, annual salary, number of paychecks received for the year, number of months worked, job title, hours per day, work and home email address, home addresses, home and cell phone numbers and district worksite location of all employees in the bargaining unit. The District will provide a list each month with all newly hired employees covered by this agreement with the same information, as well as a list of all employees covered by this Agreement who terminate employment.~~

6.4.1 The District shall provide the Chapter President and OSEA's Director of Fiscal Operation with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

- a. **The employee's name and date of hire;**
- b. **Contact information including:**
 1. **Cellular, home, and work telephone numbers;**
 2. **Personal and work electronic mail address; and**
 3. **Home and personal mailing address; and**
- c. **Employment information including the employee's job title, salary, and worksite location.**

6.4.2 The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

6.5 Payroll Deductions

6.5.1 The District agrees to deduct from the salaries of its regular employees as requested in writing by the individual employee and make remittance to the appropriate agency for:

- a. Union Dues
- b. Tax-sheltered annuities
- c. Credit Union
- d. Premiums for Board-approved insurance program

6.5.2 The Union agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provision in this Article.

6.5.3 Two union representatives, elected or appointed from the chapter, shall be allowed sixteen man-hours of time off without loss of pay annually to attend the Union annual conference. Additional time off without loss of pay may be agreed upon by the parties subject to the make-up lost time by said employees and the voluntary waiver of any overtime obligations that would otherwise incur.

6.6 Dues Check-off

6.6.1 Union Dues

- a. The District shall deduct from the wages of each bargaining unit member the dues of the Union when it receives a written authorization from the member. The authorization shall remain in effect until and unless expressly revoked by the member.
- b. Forwarding Dues - The District agrees to forward to the State Office of the Union, the dues collected from Union members. Transmittal will be a form listing all bargaining unit members designating as a Union member.
- c. Notice to New Employees - The District agrees to notify each new employee upon employment that the Association is recognized as the exclusive bargaining agent for employees in the bargaining unit.

3. The following contractual language will be modified in Article IX – PROBATION –

Article IX - PROBATION

9.1.1 Employee Orientations. At employee orientations, the District shall provide the union with no less than thirty (30) minutes and up to one hundred twenty minutes (120) to make a presentation to all bargaining unit employees without undue interference. The union shall also be permitted to set up a table at the orientation to meet directly with employees before, after and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

9.1.2 When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meeting with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

9.6 — Notice to Union of New Employees

~~The Union will be notified in writing of all new employees within thirty (30) calendar days of commencement of employment. Such notification shall include:~~

- ~~a. Name~~
- ~~b. Mailing Address~~
- ~~c. Position~~
- ~~d. Projected hours of work per day~~
- ~~e. Salary schedule placement~~
- ~~f. Date first worked.~~

9.76 Release of Probationers -- New Employees

Employees on initial probation may be released for any reason, without any required explanation or without access to the grievance or disciplinary provisions of this contract.

9.87 Release of Promoted Probationer

An employee on promotional probation shall be returned to his/her previous position or another position with equal compensation which they are qualified for, if in the District's judgment his/her performance fails to meet required work standards or if the employee elects to do so within thirty (30) work days following the initial date of work in the new assignment.

4. Nothing in this Agreement constitutes a waiver of any party's legal rights, assertions, or positions taken, except as specifically set forth herein.
5. This Agreement shall not establish precedent or past practice between the parties and cannot be relied upon in future disputes as establishing precedent or past practice.

6. 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 A. NEIDEN
Name

Andrew S. Grzeskowiak, Superintendent
Name

James Neiden 10-17-19 ASG 10/17/19
Signature Date Signature Date