

STRIKE SETTLEMENT

The Reynolds Education Association (Association) and the Reynolds School District (District) share the mutual goal of complete and expeditious resumption of the normal educational process, and desire to promote this goal and ensure its realization by entering into the following strike settlement agreement:

Background

1. The Association commenced a strike at 6:00 a.m. on Monday, May 21, 2012.
2. Subsequently the parties reached a tentative agreement on a successor contract.
3. The Association has agreed to terminate the strike based on the tentative agreement.
4. The tentative agreement is subject to ratification by each party. Each party agrees to schedule ratification votes as soon as is practicable and that the bargaining committees of each party will advocate for ratification.
5. The District has agreed to have employees return to work on May 29, 2012. This will be a 2-hour late start for students.

Agreement

1. There will be no reprisals, recriminations, disciplinary actions, grievances, unfair labor practices, or other adverse actions by either the Association or the District against any employee (including substitutes), agent, or representative of the Association or of the District, or against any parent, student or other person because of the Association's strike, or because of any action or non-action during or arising from the bargaining and the strike, including all activities related to the buildup toward the strike as well as the actual strike.
2. The Association and the District waive and abandon any disputes, complaints, causes of action or other claims of any kind, known or unknown, based on or related to each party's actions during bargaining, mediation, impasse and strike.
3. All District employees who participated in the strike shall be permitted to return to work, to the assignments they held immediately prior to the strike. Employees will be paid their regular daily pay for May 29, 2012. Fringe benefits will be paid as if unit members worked continuously from May 21-29.
4. District employees will not be subject to intimidation now or in the future from any District representative based on their strike activity.
5. The District agrees that it will provide the Association with copies of all surveillance photos, videos or images obtained from cameras operated during the strike. The District agrees that it will not rely upon any images obtained during the strike for any personnel action of any District employee or to raise any claim against the Association. The Association agrees not to file any unfair labor practice or other claim related to the images and such recording/documentation shall not serve as a practice.

6. The parties agree to communicate to the local police authorities and the District Attorney that they do not seek criminal prosecution of any employee, representative, or supporter for strike-related activity. Specifically, the District will promptly contact the Fairview Police and the Multnomah County District Attorney's Office, notify them of the parties' settlement, and specifically request that charges against the picketer relating to her picketing activity on May 25, 2012 be dropped. The District will make all good faith efforts to communicate to the Fairview Police and Multnomah County District Attorney that the parties wish to move forward in the spirit of settlement and resolve all pending matters relating to the labor dispute, and that pursuing criminal prosecution relating to the strike will impede the parties in their effort to do so.

For the Association: Joyce Rosenaw president of REA 5/26/12
Name and title date

For the District: Joyce L. Henstrand, Superintendent 5/26/12
Name and title date

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