

## MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Reynolds School District, the Oregon School Employees Association/AFT Local 6732, and OSEA Reynolds Chapter 37. The parties agree to the following changes to article 12 of the 2018-2021 Collective Bargaining Agreement. All other provisions of the CBA remain intact and in full effect.

### Article 12 – Union Rights

#### A. Paid Work Time to Perform Defined Union Activities (HB 2016 - Sections 2, 3, 5)

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 (HB 2016 - Section 3.1):

- 1) Investigate and process grievances 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 proceedings 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 within 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 a professional- or work-related legal proceeding in which the public employee has been subpoenaed as a witness. (Correction from "designated union representative" to reflect language from the new law.)

#### B. For purposes of this Article, "designated Union representatives" shall include District employees who are Chapter Executive Board officers, Stewards and Work Site Organizers. (HB 2016 - Sections 2, 5)

#### C. There may be circumstances in which a designated Union representative needs an accommodation to his/her job duties/schedule or requires coverage from other staff members to be able to complete these activities during work hours. Designated Union representatives who require such accommodations or coverage shall provide their immediate supervisors with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. 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. The supervisors shall make a good faith effort to provide a job accommodation or coverage. (HB 2016 - Section 3.1)

- D. The District shall not reduce the designated Union representative's work hours to accommodate the designated Union representative's performance of the activities listed above. However, the designated Union representative and his/her supervisor may agree to a flex schedule that allows the designated Union representative to perform the activities above during paid work hours. (HB 2016 - Section 5)
- E. The District may refuse to authorize additional work hours that incur overtime pay due to performing the activities listed above. (HB 2016 - Section 3.2)

F. Bulletin Boards

The District agrees to provide the Union with reasonable bulletin board space for the use of the Union in communicating with employees. Such bulletin board space shall be made available in any building where bulletin boards presently exist and where regular classified employees are working.

G. Access to District Facilities and Equipment (HB 2016 - Section 5.1.(B) (c))

- 1) At employee orientations, the District shall provide the Union with thirty (30) minutes 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 and after the orientation as well as during breaks. No employee shall suffer a loss in compensation or benefits due to participating in or attending the Union's presentation. (HB 2016 - Section 5)
- 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 the designated Union representative attending the meeting. Unless otherwise agreed, meetings 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. (HB 2016 - Section 5)
- 3) The Union shall be permitted to meet with employees during regular work hours at their regular work locations to discuss grievances, complaints and other workplace related matters without loss of compensation or benefits to any employee, including any designated Union representative attending the meeting. The Union will make a good faith

effort to schedule these meetings in a manner that minimizes the impact on District operations. (HB 2016 - Section 3.1)

- 4) The Union shall have the right to use the District's facilities to conduct Union meetings. The principal of the building in question shall be given an advance request for the use of the building. The request shall not be unreasonably denied. If denied, the denial shall be accompanied by a written explanation. The Union agrees to reimburse the District for any actual expenses incurred during building use. (HB 2016 - Section 8.5)
  - a) The District recognizes the contribution of classified employees to the educational process and, therefore, agrees that all employees shall have equal access to the use of facilities provided for the building staff. As such, all meetings called for the purpose of disseminating information which applies to classified employees shall include the affected classified staff.
  - b) The District's electronic mail system may be used by the Union for Union-related communications including, but not limited to, communications related to (HB 2016 - Section 5.5):
    - i) Collective bargaining;
    - ii) Grievance or dispute investigations;
    - iii) Governance of the union.

## **H. Use of Equipment**

The Union shall have the right to use District facilities and equipment including computers and installed software, e-mail service, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall supply its own paper when making copies and pay the reasonable cost of any other materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

## **I. Property Loss**

When the District requires an employee to furnish his/her own property or tools for District work, the District shall reimburse the employee for the loss of such tools, except personal cell phones, under the following circumstances:

- 1) The property stolen was accessed by forcible entry on a locked container or as a result of other illegal activity;
- 2) The employee has filed an inventory of such tools with the appropriate Maintenance, Operations or Transportation supervisor.

- 3) The employee has cooperated with the District in its investigation and resolution of any reported loss.

Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance reimbursement. Reimbursement shall not be made for losses less than twenty-five dollars (\$25.00) and shall not be made when carelessness or negligence on the part of the employee was evident nor if unattended tools are missing.

J. Time Release (HB 2016 Section 2.2, 3.1(e))

The District may grant members of the Union release time to serve as a representative of the Union and to attend labor-related conferences and other Union sponsored programs that directly relate to the parties' collective bargaining relationship. Requests for release time must be submitted to the supervisor not less than two (2) weeks in advance of the requested time off. These leaves must be approved in advance by administration and the Union will reimburse the District for its costs associated with granting this leave. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

K. Union Updates

A Union representative shall be allowed to make brief announcements at the end of a regularly scheduled building or departmental staff meeting as long as the Union representative has contacted the administrator in advance of the meeting and the administrator agrees there is sufficient time available.

L. Right to Receive New Hire Information

- 1) The District shall provide the Chapter President, OSEA Field Representative and [classified@osea.org](mailto:classified@osea.org) with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit, to the extent the District is in possession of this information:
  - a) The employee's name and his/her date of hire;
  - b) Contact information including:
    - i) cellular, home and work telephone numbers;
    - ii) personal and work electronic mail addresses;
    - iii) home or personal mailing address;
    - iv) Employment information including the employee's job title, salary and work site location.

2. The District shall provide such information within ten (10) calendar days from the date of hire for newly hired employees as well as the name of any employee who has separated employment with the District. The District shall provide current contact information to the Union every one-hundred-twenty (120) calendar days for all employees in the bargaining unit, including those not newly hired. The information is to be sent to [classified@osea.org](mailto:classified@osea.org). (HB 2016 Section 5.4 (a))

*Robert R Neu*

05/11/2020

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For the District: Robert Neu, Assistant Superintendent of Human Capital Management

Date

*Susan Mutschler*

11/12/2020

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For the Chapter : Susan Mutschler, Chapter President

Date

*Teri Staudinger*

12/11/2020

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For OSEA, Teri Staudinger

Date