

## Reynolds OSEA Chapter# 37

### CONTRACTING OUT BARGAINING UNIT WORK MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement is entered into by and between the Reynolds School District #7 (District) and the Oregon School Employees Association, Chapter 37(Union) for the purposes of setting forth the terms and conditions of the parties' agreement concerning the contracting out of work performed by members of the Union's bargaining unit. The District and Union hereby agree to the following:

1. For the period of November 1, 2022 through June 30, 2022, the District shall initiate contracted out work that, that is being performed by members of the Union's bargaining unit only when there are no applicants or qualified candidates to fill positions within the OSEA bargaining unit. RSD will not contract out positions until they have actively worked to fill a position. Actively worked is defined as the posting of a vacant position with targeted interview dates occurring within 60 days of position posting. If the District has posted vacant positions but has been unable to fill the vacant positions within 60 days, the District may hire a contracted employee.
2. This agreement shall not impact the District's established right to utilize substitute employees consistent with the terms and conditions of the collective bargaining agreement.
3. The District may hire third-party contractors to perform specialized work in situations in which bargaining unit members either do not have the expertise or experience.
4. When insufficient time and/or human power exist to have the work completed, the District may utilize temporary employees pursuant to Article I.c and D.
  - The District will first attempt to utilize staff from existing substitute lists to complete the work.
  - The District may then use temporary staff in accordance with Article 1 Recognition, C and D either through direct hire or through a temporary agency as follows:

For the purpose of this paragraph, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help, or any specific job, and cannot be repeated).

Beginning in March of each school year, the District may identify new job openings as "balance of the year" if there is a possibility that the job may not be carried forward to the

new school year. The District will notify the Union and the job shall be considered temporary.

5. This agreement shall not serve to modify any rights, duties or obligations of either party as set forth in the collective bargaining agreement except as specifically described in this Memorandum.

Signatures:

<p>DocuSigned by:</p> <p><i>Dr. Danna Diaz</i></p> <p>2F7195168D924D3...</p>	11/23/2022
<p>Dr. Danna Diaz</p> <p>Title: Superintendent</p>	Date
<p>DocuSigned by:</p> <p><i>Dr. Christopher Ortiz</i></p> <p>583B862B76B8473...</p>	11/29/2022
<p>Dr. Christopher Ortiz</p> <p>Title: Deputy Superintendent</p>	Date
<p>DocuSigned by:</p> <p><i>Shaunice Silas</i></p> <p>611583BC090A4B9...</p>	11/23/2022
<p>Ms. Shaunice Silas</p> <p>Title: Executive Director HCM</p>	Date
<p>DocuSigned by:</p> <p><i>Teri Standinger</i></p> <p>Ms. Teri Standinger...</p>	11/28/2022
<p>Ms. Teri Standinger</p> <p>Title: OSEA Field Representative</p>	Date
<p>DocuSigned by:</p> <p><i>Susan Mutschler</i></p> <p>26985B54453B4CA...</p>	11/28/2022
<p>Ms. Susan Mutschler</p> <p>Title: President OSEA</p>	Date
<p>DocuSigned by:</p> <p><i>Sheila Holt</i></p> <p>CBE8FF1C87ED4F7...</p>	11/28/2022
<p>Ms. Sheila Holt</p> <p>Title: OSEA Secretary</p>	Date
<p>DocuSigned by:</p> <p><i>Wade Bakely</i></p> <p>4DCBA960F4DA448...</p>	12/1/2022
<p>Mr. Wade Bakely</p> <p>Title: Principal</p>	Date
<p>DocuSigned by:</p> <p><i>Brenda Fox</i></p> <p>C56A47D31E554AA...</p>	11/23/2022
<p>Ms. Brenda Fox</p> <p>Title: Director of Employee and Labor Relations</p>	