

MEMORANDUM OF UNDERSTANDING
Between
Oregon School Employees Association Siuslaw Chapter #57,
Siuslaw Education Association,
&
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"), the Siuslaw Education Association (SEA) and Siuslaw School District 97J ("the District").

With regards to sick leave donations across associations upon request from Certified group members to Classified group members as a supplement to regular sick leave allocations:

Whereas, the District desires to increase the ability of Classified members to have an increased pool of potential district employees to request sick leave donations in the case of a member's extended illness, FMLA/OFLA qualifying event or other health situation requiring long-term sick leave from work;

Whereas, the SEA desires to assist their colleagues of the OSEA in a time of crisis when sick leave donations could help to supplement the donations of the Classified union membership in assisting their own members;

Whereas, the District, the OSEA and the SEA are looking to address the medical needs of individuals that have recently arisen that are outside of current collective bargaining agreements the District and both Associations seek the changes made temporarily herein;

The parties agree to the following with regards cross association sick leave donations:

1. In reference to the OSEA Chapter 57 collective bargaining agreement with the Siuslaw School District; in item 12.2.2 Sub 1, it is stated that "Employees may only receive donations two (2) times per year." That section is appended to be understood to read, *"When making a second request for sick leave donations, the Classified member will have the second request also distributed to the members of the Certified association."*
2. In making any request for a Sick Leave Supplement, a standard form will be used by both Associations; see page 4 of this document – uniform Sick Leave Donation Request Form is attached.
 - a. SEA contract reference Article 33, Item 14 Sub a
 - b. OSEA contract reference 12.2.2 Sub 1
3. As a clarification of contractual process, in making any request for a Sick Leave Supplement the leadership of either Association is to:
 - a. Contact the District Payroll & Benefits Clerk to determine the leave balances of the member that may be on the verge of exhausting their leave due to an extended illness or FMLA/OFLA qualifying event
 - b. Distribute the request for Sick Leave Supplement to their membership as prescribed by the collective bargaining agreement or as modified in accordance with this memorandum of agreement; the District Office does not coordinate or distribute district sick leave supplement requests of district employees.

- i. Certified collective bargaining agreement, Article 33, Item 14, Sub a; *"It is not the obligation of the district to coordinate the supplemental sick leave donations for association members."*
 - ii. Classified collective bargaining agreement; to clarify the conflict between Article 12, Item 12.2.1 and Article 12, Item 12.2.2 Sub 1; the first sentence in the language of 12.2.2 Sub 1 shall be understood to read as, *"Requests can be made through the Association leadership ~~District payroll office~~ using the Sick Leave Donation Request Form."*
 - c. Report the donated sick leave supplements back to the district office prior to the payroll processing date for that month for credit to the leave bank for that member
 - d. Association leadership and any association sick leave committees are to keep records or tallies on the requests for sick leave supplements and the need for additional request but should also verify the potential expiration of benefits with the district office in accordance with the cycle of requests.
4. Donated sick leave hours will be matched to the need of the hourly length of workday of the Classified employee that is making the request.
 - a. When an 8-hour Classified employee requests "a day" the donation across classification by a Certified employee will result in a deduction of 8 sick leave hours.
 - b. When a 7-hour Classified employee requests "a day" the donation across classification by a Certified employee will result in a deduction of 7 sick leave hours.
 - c. When a 6-hour Classified employee requests "a day" the donation across classification by a Certified employee will result in a deduction of 6 sick leave hours.
 - d. When a 5-hour Classified employee requests "a day" the donation across classification by a Certified employee will result in a deduction of 5 sick leave hours.
 - e. When a 4-hour Classified employee requests "a day" the donation across classification by a Certified employee will result in a deduction of 4 sick leave hours.
 - i. The Classified collective bargaining agreement in Article 12, Item 12.2.3, states that sick leave donations will only be made in 4-hour or 8-hour increments. It is understood that any sick leave donations will be made in an hourly match method, not to exceed the daily sick leave allocation for the FTE of the employee having the shorter day.
 - ii. The Certified collective bargaining agreement in Article 33, Item 14, Sub b, states that sick leave donations will only be made in 4-hour or 8-hour increments. It is understood that any sick leave donations made across association classification will be made in an hourly match method, not to exceed the daily sick leave allocation for the FTE of the employee having the shorter workday.
5. In keeping with both collective bargaining agreements, no sick leave bank is intended or established by this memorandum of understanding:
 - a. Classified collective bargaining agreement Article 12, Item 12.2.5.
 - b. Certified collective bargaining agreement Article 33, Item 14, Sub e.
6. In keeping with both collective bargaining agreements, maternity/paternity leave and well infant and/or childcare do not qualify for this supplemental sick leave donation request established by this memorandum of understanding:
 - a. Classified collective bargaining agreement Article 12, Item 12.2.1; in reference to the last sentence of the paragraph.
 - b. Certified collective bargaining agreement Article 33, Item 14, Sub h; the passage as written.

7. This Memorandum of Understanding shall be effective as of November 1, 2022 and shall terminate on July 31, 2023.
8. In May of 2023, the parties shall revisit this agreement and determine if there is a general need to adjust the terms of this trial agreement and continue this memorandum in the 2023-2024 school year, and then for consideration into adoption in the collective bargaining agreements of both associations at the next regular bargaining session.
9. All portions of the current CBA between the parties not explicitly modified by this Agreement shall remain in full force and effect.
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 the respective articles 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 Education Association

Angela Uhling, Chapter #57 President

 Name

Amy Tregoning, President Siuslaw EA

 Name



 Signature

11-16-22

 Date



 Signature

11-16-22

 Date

For the Siuslaw School District 97J


 Name

Andrew S. Grzeskowiak, Superintendent

 Name

 Signature

 Date



 Signature

11/9/22

 Date

Date: _____

To: _____ Association Members

From: _____ – Local Association President

Re: Sick Leave Donation – _____

_____ will remain on sick leave through _____
State Name of Union Member Above Line State Anticipated Date of Leave or End of the Year

A – Their FMLA/OFLA leave will expire on _____
State Date of the End of the protected 60-day FMLA/OFLA period

B – They will exhaust their leave balance on _____
State Date when Member will have used all Accrued Leave

Additional donations of sick leave can be applied to their account for their use to draw salary and benefits. The days donated to will be used in a random order. Unused sick leave days, or days over the cap will be credited back to the donor at the end of the school year.

If you are interested in donating a sick leave day, please complete the section below and return this form to your building representative by: _____
State Date of Form Collection

I, _____ elect to donate one (1) sick leave day to
Please Print Your Name

_____ to help cover them through the remainder of their extended
State Name of Association Member illness and/or FMLA/OFLA leave period.

Your Signature Here

Date of Signature