

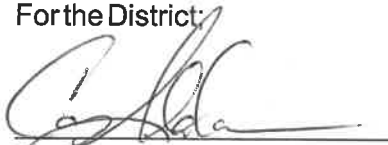
Workweek Reduction and Workshare Participation  
Memorandum of Agreement between OSEA and Three River/Josephine County School District

In response to the public health emergency and economic challenges presented by the COVID-19 pandemic, and because of the availability of state and federal resources that are available to employers and employees responding to the crisis, the Three Rivers School District (District) and the Oregon School Employees Association, Chapter 22 (OSEA) agree to the following:

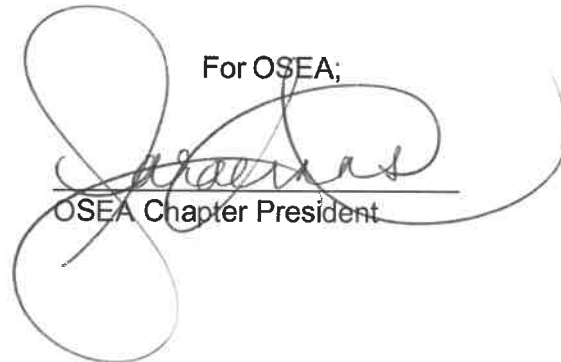
1. This memorandum shall not go into effect until the District is approved to participate in the Oregon Work Share Program and until the memorandum is ratified by the members of OSEA.
2. The District shall reduce the hours of each bargaining unit member by 20% for each week, by furloughing one day per week, spread out hourly, beginning upon ratification through June 30, 2020 and through July 25, 2020 for those working 260 day schedules.
3. The District shall continue to provide the same health insurance contribution and benefits to each bargaining unit member that it provided prior to this Agreement.
4. The District shall publish a schedule of furlough days, not to exceed one per week, for the duration of the Work Share Program. Bargaining unit members will not be expected to perform any duties or be available for any purpose on the established furlough days.
5. The parties acknowledge the waiver of Oregon's one-week waiting period for unemployment eligibility announced by Governor Kate Brown, thereby allowing bargaining unit members to be eligible for benefits beginning with the first furlough day. The District and OSEA will collaboratively provide information to the bargaining unit members to assist with the submission of unemployment claims, with the intention of allowing members to access all available assistance, including assistance provided by the Federal Pandemic Unemployment Compensation Program (FPUC) as set forth in the CARES Act.
6. The parties acknowledge that the CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employees access to unemployment insurance benefits, including FPUC program payments of \$600 per week per eligible employee, and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties. The District will exclude bargaining unit members from participation in the furlough days where the parties anticipate that the member will be ineligible for state and federal resources based on the following factors:
  - A. The member has not been employed with the District for six months full-time or twelve months part-time;
  - B. The member takes time off due to illness or injury that excludes them from eligibility, so long as that it is reported to the District in advance of the District's weekly submission to the Oregon Employment Department;
  - C. The member is determined to be "seasonal";

- E. The FPUC program is unavailable;
  - F. If employees take more than one day per week off for vacation, the employee would be found ineligible for the workshare program. In that case, the employee will be able to use a vacation day in place of the furlough day and not be eligible for unemployment benefits.
  - F. If the Oregon Employment Department determines an employer is ineligible for the Work Share Program, or PERS or other benefits cannot be maintained, the District will allow the employee to apply available non-accruing leave balances to make up the lost hours, but if the employee has insufficient non-accruing leave balances, the employee may request that extra work days be scheduled, without triggering any overtime obligation, to make up the difference.
7. If a bargaining unit member decides that they will not apply for the Work Share Program/FPUC Program, they will be temporarily furloughed according to the terms of this Memorandum and will not be allowed to apply available leave to make up the lost hours.
  8. All other provisions of the parties Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.
  9. This Memorandum shall expire on July 30, 2020.

For the District:

  
Three Rivers School District  
District Human Resources Director

For OSEA;

  
OSEA Chapter President

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Three Rivers School District  
School Board Chair