



SOUTHERN OREGON
EDUCATION SERVICE DISTRICT

Scott Perry
District Superintendent

Date: January 29, 2014

To: Southern Oregon ESD Employees

Re: SOESD Employee Guidance re: Potential Medford Strike

Main Office

Administration
Business Services
School Improvement
Technology & Media
101 North Grape Street
Medford, Oregon 97501
(541) 776-8590

Phoenix Office

Special Education
Migrant Ed/ELL
5465 S. Pacific Hwy.
Phoenix, OR 97535
(541) 776-8555

Grants Pass Office

Special Education
409 N.W. 3rd
Grants Pass, OR 97526
(541) 479-5135

Early Childhood
Services

Gilbert Creek Child Dev. Ctr.
1021 N.W. Highland
Grants Pass, OR 97526
(541) 956-2059

Klamath Falls Office

Special Education
Career & Technical Ed
Migrant Ed/ELL
2685 Foothills Blvd.
Klamath Falls, OR 97603
(541) 850-1138

It is my sincere hope that satisfactory resolution of differences will prevent the implementation of a strike in the Medford School District. It is our current understanding that a strike could occur as early as February 6. If a strike does occur, the Medford School District may close school for several days prior to restarting¹. Medford negotiations will continue between now and the actual implementation of a strike and eventual restart of school. Those negotiations could result in agreement which would prevent strike implementation. Again, that is my hope for all concerned.

I have met with the leadership of both OEA and OSEA to discuss SOESD employee responsibilities if a strike does occur. Our discussion and agreements are summarized as follows:

1. SOESD bargaining agreements with both the Southern Oregon Bargaining Council and the Oregon School Employees Association include language addressing SOESD employee responsibilities in the event of a strike in one of SOESD's constituent districts (see page 3). Essentially, SOESD employees are expected to provide their normally assigned services to school districts during a strike.
2. Sometimes a service can be provided off-site or in a remote fashion during a strike (by phone, e-mail or other remote means). Many times a service must be provided on-site at a school or district building and, in such situations, SOESD employees will have to cross picket lines to provide service. You are expected to work with your program administrator to make determinations as to where and how services are provided. When you need to provide the service on-site please adhere to the following:
 - a. Carry this letter with you including the specific language of your contract (see page 3). This will be useful in the event that you receive questions about your on-site presence.
 - b. If there is an active picket underway at the site, check in with the designated **picket captain** upon your arrival. Let him/her know that you work for Southern Oregon ESD and that you are there to provide service as per your contract. The Southern Oregon Bargaining Council will clearly inform those striking that SOESD employees will be providing services during the strike period as per contract language and, as such, should be allowed into buildings without interference or question. However, there is no guarantee

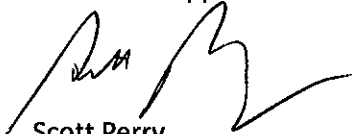
¹ In the event such a closure does occur, you will receive information from your program administrator about your work responsibilities during any period of closure prior to restart.

that this message will get to all persons who may be participating in a picket. Therefore it is important to check in first with the **picket captain**.

- c. Wear your SOESD nametag and, if possible, SOESD shirt so that you are readily identifiable as an employee of SOESD.
3. As more detail about classroom arrangements and schedule become clear, your program administrator will provide you more information about building-specific procedures.
4. If questions or problems arise, please contact your direct supervisor. Your supervisor may also refer you to one of us for further assistance but please begin by contacting your direct supervisor.

Again, I am hopeful that a strike is averted. However, should a strike occur, it is important that you have direction on how to proceed.

Thank you and know that the work you do for students and schools in Southern Oregon is valued and appreciated.

A handwritten signature in black ink, appearing to read 'Scott Perry', with a stylized flourish extending to the right.

Scott Perry
SOESD Superintendent

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Article 6 – No-Strike/Lockout

- 6.1 The Association and members of the bargaining unit, as individuals or as a group, agree not to initiate, cause, permit, participate in, or join in any strike, grievance strike, work stoppage, work slowdown, picketing, observance of other unit's pickets or any other restriction of work during work hours for the duration of this agreement.
- 6.2 In the event employees in the bargaining unit allegedly violate Article 6 (6.1), the District shall serve notice to the officers of Chapter 104 and the employees of the alleged violation(s). Chapter 104, upon such notification, shall notify the employee(s) to cease and desist from the activity in question, and notify the District that it has so ordered the employee(s). Employees continuing the activities in question, after such notice, may be discharged or otherwise disciplined.
- 6.3 There will be no lockout of employees in the bargaining unit, by the District, as a consequence of any dispute arising during the period of this agreement.

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Article 24 — No Strike/Lockout

- A. During the term of this Agreement, the Council and/or members of the Bargaining Unit will not engage in or encourage support of any of the following against the District: a strike, grievance strike, picketing during work hours, observance of other units' pickets, work slowdown, work stoppage, or willful absenteeism from one's duty position. In the event that any employee in the bargaining unit violates this provision the Board may, but is not obligated to, notify the Council of the violation, and the Council, upon notification or other knowledge thereof, shall immediately notify any and all such employees individually in writing to cease and desist from such action and shall order each of them to immediately return to his normal duties. Failure to comply could subject the Council and members of the Bargaining Unit to recourse provided by the Public Employees Collective Bargaining Act.
- B. It is recognized that employees of the E.S.D. may, on occasion, find themselves assigned in a local school district whose employees are participating in a legal strike. At such time, the E.S.D. will not allow that district to use E.S.D. employees in any other capacity except their normally assigned duties. Nothing contained herein shall be construed to prevent employees during their off-duty hours from supporting or participating in strikes not involving the Bargaining Unit.
- C. There will be no lockout of employees in the Bargaining Unit by the District as a consequence of any dispute arising during the period of this Agreement.