



TO: Senate Committee on Labor and Business
FROM: Stacy Michaelson, Director of Government Relations & Communications
DATE: March 4, 2025
RE: SB 916

OFFICERS

President
Chris Cronin
Position 1, Eastern

President-elect
Emily Smith
Position 2, Gorge

Vice President
Dawn Watson
Position 5, Southern

Secretary-treasurer
Chrissy Reitz
Position 8, Clackamas

Past President
Sami Al-Abdrabbuh
NSBA director – Pacific Region

DIRECTORS

Randy Shaw
Position 1, Eastern

Laurie Danzuka
Position 3, Central

Steve Lowell
Position 4, Southeast

Linda Hamilton
Position 6, Lane

Glenn Wachter
Position 7, Clackamas

Jackie Crook
Position 9, Douglas/South Coast

Luhui Whitebear
Position 10, Linn/Benton/Lincoln

Karina Guzmán Ortiz
Position 11, Marion

Alonso Oliveros
Position 12, Marion

Kraig Albright
Position 13, Yamhill/Polk

Greg Kintz
Position 14, North Coast

Kristy Kottkey
Position 15, Washington

Tristan Irvin
Position 16, Washington

Katrina Doughty
Position 17, Multnomah

Kris Howatt
Position 18, Multnomah

José Gamero-Georgeson
Position 19, Multnomah

Nancy Thomas
Position 20, Washington

David James
*Oregon School Board
Members of Color Caucus*

Nichole Schott
*Oregon Rural School
Board Members Caucus*

EX-OFFICIO DIRECTORS

COSA/OASE
Krista Parent

OAESD
Anna Ali

OCCA
Austin Foinagy

ODE
Jennifer Scurlock

EXECUTIVE DIRECTOR

Emielle Nischik

INTERIM DEPUTY EXECUTIVE DIRECTOR AND CHIEF LEGAL OFFICER

Haley Percell

Chair Taylor, Vice-Chair Bonham, Members of the Committee:

Thank you for the opportunity to submit testimony on behalf of the Oregon School Boards Association, representing Oregon’s locally elected education governing bodies. I want to express our appreciation for the language protecting school district budgets included in the -3 and -4 amendments; however, I also need to put some of our remaining concerns on the record.

The key changes included in the -4s (preferred over the -3s) are as follows:

- Inclusion of definitions for “labor dispute,” “lockout,” and “strike”
- Pushing eligibility for UI during a strike out by a week
- Inclusion of language (Section 7) ensuring that UI benefits paid during a strike would not increase school district or ESD district salary costs
- Delaying implementation to allow OED to put necessary policies and systems in place

SB 916, as written, posed logistical concerns for school districts which generally fell into two categories: 1) the potential for increased costs if UI were added on top of salaries and benefits, and 2) the potential administrative burden and associated staff cost to districts. Section 7 of the -3 and -4 amendments addresses the potential for increased costs by stating that UI benefits paid due to a strike shall count toward an employee’s total bargained compensation. This ensures that regardless of what tools a district might use to negotiate a resolution to the strike (e.g., backpay, makeup days necessary to meet state Division 22 standards, etc.), the cost of UI benefits paid during the strike shall be recouped by the district.

Unfortunately, even with the -4s, the administrative burden for ensuring that UI benefits do not increase personnel costs still largely falls to the school district and will be dependent upon the receipt of appropriate information from the Employment Department. We would have preferred to find a way to shift this burden to the Department, but there did not appear to be a viable way to do that.

I was optimistic that the language included in Section 7 of the -4s might make it easier for districts to utilize the quarterly reports they receive from the Employment Department without needing further information to true up compensation following a strike where UI benefits have been paid out. However, given the potential for errors or discrepancies in those quarterly reports, our school business officials believe they will still need additional information from OED in order to ensure that benefits paid are appropriately recovered per Section 7.

I also want to share OSBA's understanding of how the waiting weeks would apply. In the -4s, the first week that workers are out due to a strike, they would not be eligible for UI benefits. After that, standard eligibility would apply. For folks who have not previously claimed UI benefits in that year, that means they would have a waiting week. If an employee had a prior UI claim in the same benefit year, they would not have a waiting week. This could include newer employees who had received UI prior to their current employment, or in the case of school districts and ESDs, non-instructional/professional staff who are eligible for UI over school breaks (per SB 489 from 2023). In short: all striking workers would have one week of ineligibility before claiming UI, and some—but not necessarily all—workers would have a subsequent waiting week before receiving benefits.

The language in Section 7 protects the district or ESD from additional salary/benefit cost in either of the above situations. However, the potential for variance among employees with regard to which weeks UI benefits might be paid during a strike illustrates the need for detailed information from the Employment Department in order for districts to accurately adjust compensation for individual employees.

Again, I appreciate the willingness of the proponents and Chair Taylor to address our cost concerns via the language in the -4s. I would have liked to have also found a solution for the administrative component.

With regard to broader concerns about the impact this might have on the frequency or length of strikes in Oregon, it seems there are two competing schools of thought: one that SB 916 will lead to fewer and shorter strikes, and one that SB 916 may lead to more and/or longer strikes. None of us has a crystal ball and given the differences in labor law, we can't fully use New York or New Jersey as predictors for Oregon. OSBA's hope is that if there is a future negative impact on public agencies and public services, the Legislature would be willing to come back and make adjustments as necessary.

Thank you again for the opportunity to provide our perspective on SB 916 and for the willingness to consider the potential financial impact to schools in the -3 and -4 amendments.