

**Sutherlin School District #130
Sutherlin, Oregon 97479**

**Collective Bargaining Agreement
Between**

**OSEA CLASSIFIED EMPLOYEES
CHAPTER #11, AFT LOCAL 6732**

And

SUTHERLIN SCHOOL DISTRICT #130

JULY 1, 2022 – JUNE 30, 2024

Table of Contents

Signature.....	1
Article I – Recognition.....	2
Article II – Management Rights.....	4
Article III – Association Dues Check Off.....	6
Article IV – Association Rights and Responsibilities.....	7
Article V – Layoff/Recall.....	9
Article VI – Vacancies and Transfers.....	11
Article VII – Personnel Records/Evaluation.....	14
Article VIII – Salaries.....	15
Article IX – Benefits.....	20
Article X – Grievance Procedure.....	28
Article XI – Discipline/Dismissal.....	31
Article XII – No Strike Clause.....	32
Article XIII – Classification Review Committee.....	33
Article XIV – Completion of Negotiations.....	34
Article XV – Re-Employment of Retired Employees.....	35
Article XVI – Savings Clause.....	36
Appendix A – Salary Schedules Classified Employees 2019-2020, 2020-2021.....	37

**Sutherlin
2022-2024 Contract
between
Sutherlin School District No. 130
and
Oregon School Employees Association Chapter No. 11, AFT Local 6732**

This Agreement is made and entered into this ____ day of _____ or upon execution, whichever is the latter, by the Oregon School Employees Association, Chapter 11, AFT Local 6732, herein after referred to as the "Association" and the Board of Education of Sutherlin School District No, 130, herein after referred to as the "Board" or the "District."

Now, therefore, the parties hereto agree to be bound by the provisions set forth in this Agreement.

The duration of this Agreement shall be two (2) years from the date of its execution. Provisions of this contract shall remain in full effect and force from July 1, 2022, until June 30, 2024, at which time this Agreement shall expire.

In witness where of the parties hereby affix their signatures as of the date first above written.

District Board Chairperson

OSEA Chapter #11 President

Date

Date

District Superintendent

OSEA Field Representative

Date

Date

Article I – Recognition

- 1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all employees of the District whose positions do not require a teacher's certificate, but excluding: supervisory and confidential employees, substitutes, assigned substitutes, temporary employees, student, [student, student interns/teachers] or interim employees of less than ninety (90) calendar days' duration.

1.2 Definitions

A. Employee

The term "employee" shall include all employees represented by the Association in the bargaining unit.

1. Twelve-month employee – The term "twelve-month employee" is one who is scheduled to work all twelve months of the year.
2. School year employee – The term "school year employee" is one who is scheduled to work less than twelve months (yearly student calendar).

B. Temporary Employee

For the purpose of this contract, a "temporary employee" is one who is hired for a period not to exceed ninety (90) calendar days to fill a position created for the purpose of performing a specific task assignment or for positions which are seasonal [ex. summer employees].

Grant funded positions (excluding Title I and I.D.E.A.) of any duration shall be considered temporary employees, but will be included in the bargaining unit. These employees shall have their salary and benefits set by the District pursuant to the funding levels of the grant. Layoff/Recall provisions of the contract will be extended to grant funded employees who work within the same grant funded program.

C. Substitute Employee

For the purpose of this contract, a "substitute employee" is one hired for the purpose of filling the positions of absent employees.

D. Assigned Substitute

For the purpose of this contract, an "assigned substitute" is one whose assignment is to fill a position which will be vacant for a period to exceed ninety (90) calendar days.

An assigned substitute shall be entitled to all applicable economic (salary schedule, insurance, PERS) benefits of the contract.

E. Working Day

An employee's working day is defined as the amount of hours scheduled per daily assignment.

F. PERS Retired Employee

A PERS retired employee is an individual who has retired from an employment position of which said person is receiving PERS retirement benefits.

Article II – Management Rights

- 2.1 It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees, except as limited by this Agreement and Oregon law.
- 2.2 Without limitation of the foregoing (Paragraph 2.1), it is expressly recognized that the District's operation and managerial responsibility includes but is not limited to:
- A. The right to determine the location of schools and other facilities of the school system;
 - B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - C. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions;
 - D. The maintenance, control and use of the school system properties and facilities;
 - E. The determination of safety, health and property protection where legal responsibility of the District or other governmental unit is involved;
 - F. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement;
 - G. The direction and arrangement of all the working forces in the system, including the right to transfer (voluntary or involuntary), hire, suspend, discharge or discipline employees; the creation, combination, modification or elimination of any position;
 - H. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of the policies affecting the selection of employees and the establishment of quality standards and judgments of employee performance;
 - I. The right to schedule classes and assign workloads and to approve and authorize textbooks, teaching aides and materials.
- 2.3
- A. In the event the District wishes to pursue contracting out of bargaining unit work (sub work {Article I-1.2 (C)} is not considered contracting out) during the term of this Agreement, it shall notify the Association.
 - B. Upon request by the District, the Association shall commence negotiations over the decision and the impact of contracting out, pursuant to ORS 243.698. During such negotiations the Association shall share any ideas it has that would make current operations more cost effective.
 - C. On occasion, the District may use confidential, supervisory or administrative personnel to do bargaining unit work. Use of such personnel shall not displace bargaining unit members from employment with the District and shall not be considered contracting out.

D. The Transportation Supervisor may, on occasion, drive a bus for the District.

Article III – Association Dues Check Off

- 3.1 Pursuant to ORS 652.610, the District agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association.
- 3.2 The District agrees to transmit the dues deducted with a check off list to the state office of the Oregon School Employees Association by the 20th of the month following payroll deductions.
- 3.3 By the tenth (10th) day after a new classified employee begins employment, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for the new employee: name, last four digits of the social security number or the birthdate, date of hire, position title, worksite location, annual salary, number of months worked, number paychecks per year, work phone number, personal phone number, work email, personal address, and personal email. In addition, the OSEA Director of Fiscal Operations at classified@osea.org shall be provided with the employee District ID number or OSEA's CE number information. Information shall be provided in an editable digital file format (Excel preferred).
- 3.4 Every one hundred and twenty (120) days, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for all classified employees: name, last four digits of the social security number or the birthdate, date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, work email, and personal email. In addition, the OSEA Director of Fiscal Operations at classified@osea.org shall be provided with the employee District ID number or OSEA's CE number information. Information shall be provided in an editable digital file format (Excel preferred).
- 3.5 The District shall provide the Association with monthly notification of resignations, retirements, and terminations.
- 3.6 The Association agrees to indemnify and hold the District harmless against any and all claims, charges, damages, legal fees, costs, suits, orders or judgments brought against the District as a result of the provisions of this article.

Article IV – Association Rights and Responsibilities

- 4.1 The Association shall represent all classified employees in the bargaining unit equally and without discrimination and shall be solely responsible for such representational duties.
- 4.2 The Association or committees of the Association shall be allowed the use of the District facilities per District policy for private non-profit organizations for meetings when there is no conflict with other activities and prior approval has been given by the building principal.
- 4.3 The Board shall provide the Association with bulletin board space for the purpose of communicating Association and District information to employees. A bulletin board shall be available at each school, the bus barn, and the maintenance shop.
- 4.4 The Association shall be allowed use of such office equipment as needed to provide duplicating and information to the employees. The Association shall pay for said use as per District policy for private non-profit organizations.
- 4.5 The Association shall provide copies of this Agreement to all OSEA members in good standing. The Association shall provide copies of this Agreement to non-members in the bargaining unit upon request, as required by law.
- 4.6 **Association Leave**
- A. The Association Officers and designated representatives shall be granted reasonable release time off with pay from their regular school duties when required by the District to attend meetings related to collective bargaining between parties including contract administration, grievance investigation, grievance proceedings, contract negotiations, arbitration preparation, and arbitration hearings. It is understood the Association representatives minimize interruption to normal school duties.
- The OSEA Field Representative shall have the right to use school buildings at reasonable hours for meetings with members of the bargaining unit and monitor contract compliance. Such meetings will be scheduled with the building principal and shall not interrupt or interfere with normal school operations or interfere with the employees work.
- B. Custodians shall be granted time off without loss of pay from their regular school duties to attend meetings of the Association held within the District. Attendance at such meetings shall be scheduled with prior notification to the superintendent or designee not less than one (1) day prior to the meeting and with minimal interference with normal school duties. All duty time used by the custodian to attend such meetings shall be made up by the custodian at the end of the employee's regular shift on the day on which the employee attended the meeting.
- 4.7 The Association shall have the right to use the intra-school mail facilities and District and/or classified employee mailboxes when necessary.
- 4.8 The Association or members of the Association may use District e-mail to announce meetings and agendas, subject to district policy.
- 4.9 The District shall provide the OSEA Association's Field Representative and/or Association designee(s), no less than thirty (30) minutes and up to one-hundred twenty (120) minute to meet with newly hired

employees within thirty (30) calendar days from the date of hire to introduce them to the Association and the Collective Bargaining Agreement. This meeting shall be on paid time.

Article V – Layoff/Recall

5.1 Notice

When the Board directs a layoff, it will notify the affected employee(s) and the Association in writing not less than two (2) weeks before the date of the layoff.

5.2 Layoff Procedure

Layoff of bargaining unit members will be based upon seniority, but such layoff will occur by classification. Upon notification of layoff, the affected employee may bump the least senior employee in an equal or lower job classification in the classification group provided that the affected employee has more District seniority, and is currently qualified. However, no affected employee who does not already have insurance benefits shall bump into a position that results in attaining health insurance benefits. For the purpose of administering this article only, the following classifications and classification groups shall be used. Classification rankings are based on the beginning wage.

A. Classification Groups:

Transportation

Bus Driver
Transportation Support
Bus Assistant

Food Service

Cook Server
Cafeteria Assistant
Cafeteria Accounting Clerk

Custodial/Maintenance

Custodial
Groundskeeper
General Maintenance

Secretarial/Clerical

Office Manager
Accounting Clerk
Registrar
Secretarial
Attendance Clerk

Instructional

Library Media Specialist
Instructional Assistant II
Instructional Assistant
Monitor [ex: in-school suspension, study hall]
Playground Assistant

- B. Layoff is defined as the elimination of any bargaining unit position or the reduction of an employee's hours. However, a temporary reduction of hours, not to exceed the equivalent of one (1) week over the school year, will not constitute a layoff. Any employee affected by such a temporary reduction in hours will receive at least five (5) days' notice.

5.3 Recall

- A. An employee who is laid off shall be eligible for recall for fifteen (15) consecutive months from the date of his/her layoff. Any laid-off employee not recalled according to this procedure within the fifteen (15) months will be deemed to have resigned in good standing.
- B. Whenever the District determines that a regular vacancy exists (i.e., after any transfer pursuant to 6.1) within a classification which has experienced a layoff within the last fifteen (15) months, laid-off employees from that classification will be recalled in the reverse order of layoff, to

positions for which the laid-off employee is qualified as determined by the job description. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. The laid-off employee will have ten (10) workdays to respond to the recall notice. Failure to respond within the ten (10) days or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

- C. All currently existing monetary benefits will be available to the employee upon the employee's return to active employment. Other benefits to which an employee was entitled at the time of layoff such as accumulated sick leave and seniority, will be restored to the employee upon return to active employment.
- D. Upon return to active employment, step advancement may be awarded to employees who worked six (6) months or more of the fiscal year in which the layoff occurred. The Superintendent shall make the final decision on this matter.
- E. Employee benefits do not accrue during the period of layoff.
- F. Employees who are laid off shall have the option of continuing health insurance programs at their own expense, subject to COBRA and to the approval of the insurance carrier.

5.4 **Seniority**

Seniority is defined as continuous service from the most recent date of actual service within the job classification. Continuous service is defined as uninterrupted service. Leaves of absence granted with approval shall not be deemed as interruption of service but shall not be counted in the determination of length of continuous service.

Article VI – Vacancies and Transfers

6.1 Vacancies and Transfers

A. The District shall have the sole authority to determine the location in which the vacancy exists. A vacancy is defined as a bargaining unit position not presently occupied by an incumbent which the District has determined to fill.

B. Involuntary Transfer

1. The District may, prior to posting the vacancy, involuntarily transfer bargaining unit members. In making such involuntary transfers, the following shall apply:
 - a. In the event of an involuntary transfer, a notice of ten (10) days shall be given to the affected bargaining unit member.
 - b. When transferring bargaining unit members as herein provided, the District shall consider the request of bargaining unit members who wish to be transferred.
 - c. Any appeals regarding involuntary transfers shall be directed to the Superintendent or the Superintendent's designee. The decision of the Superintendent or the Superintendent's designee shall be final and binding.
2. Nothing herein shall prevent the District from also making involuntary transfers even when a vacancy does not exist.

C. Voluntary Transfers

1. A bargaining unit member's request for a voluntary transfer to a different building or position shall be in writing and filed with the Superintendent or the Superintendent's designee. Said request shall specify the exact building or position sought and the applicant's qualifications.
2. Upon a request from the District, the bargaining unit member shall state the reason for requesting the transfer. Failure to provide the reason shall disqualify the applicant's request for a voluntary transfer.
3. For vacant positions the District may interview bargaining unit members who meet the qualifications for the posted position and who request a voluntary transfer as provided herein, along with any outside applicants meeting the minimum qualifications for the posted position that the District determines to interview. A minimum of two (2) qualified currently employed applicants will be interviewed, if those numbers of qualified employees apply.
4. In filling vacancies, the District shall retain the sole authority to determine the qualifications of the applicants for a vacancy.

5. In the event that the most qualified applicants are bargaining unit members and said applicants are determined by the District to be equally qualified, the bargaining unit member with the greater seniority in the bargaining unit shall be awarded the transfer.
 6. Employees outside the job classification must update their application on file and state in writing if they are interested in the open position.
 7. An employee who applies for a vacant position and is not selected may make a written request within five (5) days of the notification and be given the reasons, in writing why the employee was not selected. The reasons will be generated within ten (10) days of receipt of the request.
- 6.2 When a vacancy within the bargaining unit arises or a new position is created by the District, the District shall notify the president of the Association and shall post the notice of the vacancy in all buildings where employees in the bargaining unit are normally working, and on the school district website. Said posting shall be for a minimum of ten (10) calendar days and shall include a description of the duties of the position. Should the District wish to initially post a vacancy for internal applicants only, such posting shall be for a minimum of five (5) workdays. Prior to leaving for the summer recess period, employees will notify the District office, in writing, of those positions for which they want to be notified of any vacancies. The notice of vacancy will be sent to only those employees who have made the request for written notification.
- 6.3 When a vacant position, either newly created or existing, is available, the District may elect to fill the position by either transfer of other employees within the job classification or by outside recruitment.
- 6.4 A current employee selected for a vacant position may serve a thirty (30) workday trial period during which time the District can assess the employee's performance in the new position; the exception being, a current employee selected for a vacant position in the classifications of office manager, registrar, secretary, accounting clerk or groundskeeper may serve a work trail period of up to one (1) working year during which time the District can assess the employee's performance in the new position. Prior to the completion of the applicable position's trial period, the District may return the employee to the employee's former position if, in the sole opinion of the District, the District believes that the employee is unable to satisfactorily perform the work required in that position. The employee may also, during the trial period, request and receive transfer back to the position held prior to the new assignment. Such requests to return to a former position must be made within the first thirty (30) days; the exception being employees transferred to a position requiring a trial period of one (1) working year will retain the option to return to a former position during that trial period. For one (1) year trial positions evaluations will be done quarterly from initial hire/transfer date during the first year.
- 6.5 A promotion to a higher classification shall be accomplished by moving the employee affected to the nearest but higher salary step in the new salary range. A "higher classification" means a classification which has a higher first step rate of pay.
- 6.6 **Probationary Period**

All new employees shall serve a probationary period of ninety (90) workdays effective from the first date of actual service, the exception being, all new employees hired into the classifications of office manager, registrar, secretary, accounting clerk, or groundskeeper, who may serve a probationary period of one (1) work year effective from the first date of actual service. A new employee may be dismissed at any time during the applicable position's probationary period for any reason deemed sufficient by the District.

Such dismissal may not be appealed through the grievance procedure and is not subject to the provisions of Article XI – Discipline/Dismissal. For one (1) year positions evaluations will be done quarterly from initial hire/transfer date during the first year.

Article VII – Personnel Records/Evaluation

- 7.1 The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear that employee's signature or initials of that employee, indicating that the employee has been shown the materials or a statement by a supervisor that the employee has refused to sign or initial such information. An Association representative may be present at such a meeting. Copies of the materials will be provided upon request.
- 7.2 A. Evaluation of probationary employees will be:
1. Completed within the first ninety (90) days for those applicable positions; or
 2. Completed quarterly from initial hire/transfer for those one (1) year positions.
- B. Formal evaluations of all other classified employees shall be done at least once each year as per board policy (target date May 1).
- C. Instructional Assistants will be evaluated using the Paraprofessional Performance Assessment Form.
- D. Employees may request disciplinary documents or information of a critical nature more than two (2) years old be removed from their personnel file, provided the behavior that gave rise to the discipline has not been repeated; removal of such documents shall be at the discretion of the Superintendent.

Article VIII – Salaries

Both parties agree that all employees will be paid on a 12-month basis regardless of whether or not they actually work over a shorter period of time. Employees will receive monthly paychecks on the tenth (10th) of each month or as specified in the collective bargaining agreement, with a final lump sum payment (paid in separate checks) by June 30 of each year encompassing all remaining payments due for June, July, and August or the final three (3) months of the 12-month payment period.

The Sutherlin School District shall retain full discretion to pay the amount of this lump sum in the form of equal monthly payments over the final three (3) months of the 12-month payment period.

In the event a separation from service occurs before the end of the 12-month payment period, the employee will be entitled to an additional payment for the amount the employee has actually earned from the beginning of the 12-month pay period until the date of separation from service, but which has not yet been paid. This additional payment will be included in the final paycheck. For this purpose, "separation from service" shall have the same meaning as the term is defined in section 1.409A-1(h) of the Treasury Regulations.

The terms of this agreement will be effective July 1, 2022 through June 30, 2024. This agreement may only be changed by mutual agreement or as required by law.

8.1 2022-2024

Salaries for the classified employees in the bargaining unit shall be the same as indicated on the attached salary schedule, in Appendix A, and by this reference is incorporated herein.

A. Step 1 of the 2022-23 Salary Schedule shall be set at an increase of 8% over the 2021-2022 salary schedule along with the following position dollar amount increases added after the 8% COLA increase:

1. Step 1 hourly pay increases shall be set at the following for each classified position:

General Maintenance: \$1.00
Cafeteria Accounting Clerk: \$0.50
Cafeteria Assistant: \$0.50
Cook Server: \$1.00
Secretarial: \$1.00
Attendance Clerk: \$1.00
Library Media Specialist: \$1.00
Registrar: \$1.00
Accounting Clerk: \$0.90
Office Manager: \$1.10

2. Step 2 shall be determined by a two and a half percent (2.5%) increase over Step 1. Step 3 through Step 7 shall be determined by a two and a half percent (2.5%) increase over each preceding Step.

3. The following positions will be removed from the salary schedule: Head Groundskeeper, Head Custodian, Computer Lab Specialist, and Courier.
4. A new Instructional Assistant II classification shall be added to the salary schedule. Instructional Assistants currently assigned to the DLC, LRC, or PAW classrooms will be reclassified as Instructional Assistants II. Any disputes regarding which Instructional Assistants qualify for reclassification will be resolved in Labor Management. The Instructional Assistant II positions will start at fifteen dollars per hour (\$15.00), or \$0.56 an hour above the Instructional Assistant I position on the 2022-23 Salary Schedule. Steps will occur on July 1, 2022 for all eligible employees (with the exception of summer temporary duty assignments).

Step increments shall not be granted while a person is under a corrective action plan. It is the intent of the District to complete a corrective action plan for school-year employees at least one (1) week prior to the end of the school year. Upon successful completion of the corrective action plan, the employee will retroactively receive the step increase if it was withheld.

8.2 2023-2024

Salaries for the classified employees in the bargaining unit shall be the same as indicated on the attached salary schedule, in Appendix A, and by this reference is incorporated herein and shall be increased by four percent (4%) over the 2022-2023 schedule.

Steps will occur on July 1, 2023 for all eligible employees (with the exception of summer temporary duty assignments).

Step increments shall not be granted while a person is under a corrective action plan. It is the intent of the District to complete a corrective action plan for school-year employees at least one (1) week prior to the end of the school year. Upon successful completion of the corrective action plan, the employee will retroactively receive the step increase if it was withheld.

- 8.3 The employee shall pay the employee contribution to PERS. In the event that any other employee group bargain an "Employer PERS Pick-up," the classified employees and the Sutherlin School District Management will come to the table at that time and negotiate the terms and conditions of the "Employer PERS Pick-up" benefit.

8.4 Special Salary Agreements

A. Bus Drivers

Pay shall be provided for all hours while on duty (i.e., routes, athletic trips, field trips, breakdown, waiting time, etc.). Routes and drive time for athletic trips and field trips shall be paid at the driver's current step on the salary schedule. Breakdown, waiting time, etc., shall be paid at step one (1) of the current salary schedule. Regardless of the circumstances and irrespective of any other provisions in this Agreement, overnight trips shall be paid no more than a maximum of fifteen (15) hours for any single day and no more driving hours than allowed by Oregon Department of Transportation (ODOT) for school bus drivers (OAR 581-053-0015).

Reimbursement for expenses will be paid as follows for out-of-town trips: breakfast, up to \$15.00; lunch, up to \$15.00; dinner, up to \$30.00 and lodging, up to \$250.00. Receipts are required to verify expenditures.

Employees are eligible for meal reimbursement expenses if they are on duty at the following meal times: breakfast – 7:00 a.m.; lunch – 12:00 p.m.; dinner – 6:00 p.m.

Drivers, who are to report for athletic trips, field trips, etc., shall contact the District one (1) hour before said trip is to begin to confirm that said trip is still scheduled. Drivers who have not so contacted the District and whose trips have been cancelled shall not be paid. Drivers who have contacted the District and whose trips were cancelled after they contacted the District shall be paid for two (2) hours at their regular rate of pay.

On their regularly-assigned workdays, bus drivers shall be paid for at least three (3) hours for two (2) routes per day or four (4) hours for three (3) routes per day.

Any Transportation Department employee who participates in the District's driver recruitment efforts shall be compensated for all hours worked at the step one (1) rate.

The District shall pay up to \$1500 in bus driver training expenses to obtain CDL/ODE bus driver certification. Employment with the District must continue for a period of two (2) years. If employment ends before the two (2) year period is completed, a pro-rated amount of the fees paid would be deducted from the employee's final paycheck. In the event the employee's separation from the District is due to unforeseen circumstances, such reimbursement of fees may be waived at the discretion of the Superintendent.

B. Inclement Weather/Emergency School Closure

1. When the District closes due to inclement weather or some other emergency condition, the District shall notify all employees of their work status by phone or School Messenger.
2. Employees who are required to work before school closures are announced shall be paid for at least two (2) hours of work or their actual hours of work, whichever is greater.
3. If school year employees are instructed not to report to work, employees will be paid their normal rate for the first two (2) days of closure. It is understood that the District reserves the right to reschedule the closure days requiring all District personnel to make up the closure day(s). If the District reschedules employee make-up days, school year employees will work their regular shifts on employee make-up days without pay for the designated day(s).
4. Should the number of school closure days exceed two (2) days, school year employees may use personal or incentive leave, or elect to dock pay for the closure day(s). If the District reschedules employee make-up days, school year employees who elected to use leave time will work their regular shifts on employee make-up days without pay for the designated day(s) and will have their leave time credited back. If school year employees had elected dock pay for the school closure day(s), they shall be compensated for employee make-up days at their regular rate of pay for all hours worked.
5. All twelve-month employees are required to report to work when safe to do so. Work schedules may be changed to meet emergency conditions. If unable to report to work, or if an employee has been directed not to report to work, the employee may use personal, incentive or vacation leave for the closure day or elect to dock pay. Use of sick leave on

a school closure day is allowed only when the twelve-month employee was already scheduled to be absent using a sick day.

6. If the school year employee does not work on the designated make-up day, the pre-paid pay for the closure day will be docked during the pay period of the make-up day. If the school year employee leaves employment with the district prior to working on the make-up day, the prepaid day will be docked from the employee's final check.

C. Working Out of Range

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall be considered acting out of classification.

After being assigned by the supervisor five (5) working days of continuous service in the higher classification, said employee shall be entitled to the rate of pay that is the comparable step in the new classification range and pay thereafter will be retroactive at the higher rate from the first day of the assignment in the higher classification.

D. Longevity Pay

On the tenth (10th) anniversary of their date of hire, employees will receive a one-time longevity increase of thirty cents (\$.30) per hour; on the fifteenth (15th) anniversary of their date of hire, employees will receive an additional one-time longevity increase of thirty cents (\$.30) per hour; on the twentieth (20th) anniversary of their date of hire, employees will receive an additional one-time longevity increase of thirty-five cents (\$.35) per hour; on the twenty-fifth (25th) anniversary of their date of hire, employees will receive an additional one-time longevity increase of thirty-five cents (\$.35) per hour; on the thirtieth (30th) anniversary of their date of hire, employees will receive an additional one-time longevity increase of thirty-five cents (\$.35) per hour.

These periods of employment must be continuous from the first day of employment authorized by the Superintendent or the Superintendent's designee less any time the employee has been on an approved leave of absence.

E. Extra Duty: Supervision/Activities Pay

Classified employees may also apply for and be hired to perform extra duty supervision activities (i.e., ticket-taking, chaperoning, score-checking, sports events supervision, etc.) and shall be compensated \$16.00 per hour as per the licensed employee's supervision compensation rate. Extra duty supervision activity hours worked will not be considered part of the workweek, and such hours worked will not qualify an employee for benefit eligibility.

F. Health and Safety

The District agrees to comply with ORS 654.010 and 654.015. When an employee recognizes an unsafe condition, the employee shall report it to the employee's supervisor. If the supervisor does not or is unable to remedy the situation, the employee should report the condition to the Superintendent.

G. Overtime

Any work required beyond forty (40) actual work hours per week shall be compensated at time and one-half (1½) the regular rate of pay. Overtime may be allowed in compensatory time off at not less than time and one-half (1½) for employment beyond forty (40) actual hours in one (1) week.

H. Workweek

An employee workweek is defined as: Monday 12:01 a.m. through Sunday 11:59 p.m.

I. Call Back

The District will pay an employee for at least two (2) hours at the regular rate of pay when an employee is called back to work after completing the daily or weekly work schedule.

J. Field Trips

Employer Requested Field Trips – Prior to a field trip an outline will be given to the employee explaining job expectations to be performed by the employee on the field trip.

The employee will be paid for all hours worked as defined in the performance expectation outline, which may include paid breaks and lunch times as approved by the building principal or district administration.

Employee Requested Field Trips – If an employee requests field trip opportunities, the employee will be paid only for the employee's regularly scheduled workday if the field trip is in association with the employee's regularly assigned school and job expectations as approved by the building principal or district administration.

Any employee request which would be designated as a volunteer/chaperone will not be considered a workday and will not receive compensation, unless personal leave has been requested and approved.

8.6 Parental and Family Leave

Parental leave and family medical leave will be administered according to statute.

Article IX – Benefits

9.1 Holidays

- A. All school year (yearly student calendar) employees shall be eligible for holiday pay if working twenty-five (25) or more hours per week. The following holidays shall be considered paid holidays if within the fiscal work calendar period. This includes bus drivers who make two (2) or more runs a day.

Labor Day	Memorial Day
Veterans' Day	Day after Thanksgiving
Thanksgiving Day	Martin Luther King Day

- B. Regularly scheduled fulltime twelve-month employees shall be eligible for holiday pay if working twenty-five (25) or more hours per week. The following holidays shall be considered as paid holidays:

Labor Day	Thanksgiving Day
Veterans' Day	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Fourth of July	Christmas Day
New Year's Day	Martin Luther King Day

- C. Employees in the bargaining unit entitled to holiday pay shall be compensated for the holiday as though they worked a regular work schedule for the day.
- D. Holiday pay shall be paid to new employees after completing a ninety (90) workday probationary employment period.
- E. Employees in the bargaining unit entitled to paid holidays who are assigned work activities on a holiday shall be compensated on the basis of their regularly scheduled daily work time for the holiday, plus time and one-half (1½) for hours actually worked.
- F. Holiday pay will be equivalent to the employee's normal working day rate.
- G. To receive holiday pay an employee needs to be regularly scheduled to work the day before and after the holiday.

9.2 Vacation

- A. Regularly scheduled fulltime twelve month employees will be allocated vacation time on a monthly basis for each month worked on the following schedule:

<u>Years worked</u>	<u>Vacation time earned: Monthly</u>	<u>Yearly</u>
0-4 years	6 hours 40 minutes per month worked	80 hours (10 days)
5-14 years	10 hours per month worked	120 hours (15 days)
15+ years	13 hours 20 minutes per month worked	160 hours (20 days)

An employee may carry forward up to ten (10) days of unused vacation time. Vacation leave balance may not exceed the yearly allotment plus the carried forward days. Unused vacation time in excess of ten (10) days will be forfeited.

- B. Employees whose employment is terminated shall be paid any unused vacation time.
- C. Vacation time taken within the school year shall be with the approval of the supervisor and building principal.

9.3 Insurance

The parties agree the District's contributions shall be allocated using the OEGB rate structure. For example, if OEGB insurance is purchased using tiered rates, the District and Association agree that District caps will be set at the tier level with the District paying the lesser of [A] or the actual cost of any employee's primary medical, dental, and vision insurance premiums.

There will be no "unused employer contribution" to be used toward other coverages and no funds will be paid as cash. The District and the Union agree premiums shall include any administrative fees. Any administrative costs assessed by OEGB shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District will not be responsible for any costs associated with the insurance program beyond the negotiated contribution.

It is understood and agreed that any employees eligible for insurance coverage under any state offered health plans that do not meet the requirements for eligibility under this contract will not receive any District contribution. Furthermore, by enrolling in any of the plans employee agrees to payroll deduction for the full premiums of selected plans including any administration fees.

- A. Effective on the insurance anniversary date the District shall contribute for each employee in the bargaining unit who works twenty-five (25) or more hours per week or who is a bus driver with two (2) or more runs per day at least three (3) days per week {or a "me too" if certified staff's bargaining agreement is higher} towards an insurance plan package mutually identified by the parties for employees and their eligible dependents:

Insurance Year	Monthly District Contribution
2022-2023	\$1,443.00
2023-2024	\$1,493.00

Bargaining unit members who are eligible to receive a district contribution toward insurance may choose to "opt out" of the district insurance program and in lieu of the insurance contribution receive a monthly salary stipend of six hundred dollars (\$600.00) subject to all applicable tax. In order to "opt out" bargaining unit members must provide proof of other medical coverage. Employees will only be allowed one opportunity annually during open enrollment to "opt out." The "opt out" decision must be made annually and once made cannot be revoked unless the other medical coverage is lost.

- B. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

- C. Employees newly hired by the Board shall be eligible for District-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- D. The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or the termination date of this Agreement, whichever is sooner.
- E. In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.
- F. Nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the District and the insurance carriers.
- G. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
- H. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies) or OEBB program. In the event of provider-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, as per ORS 243.698, a ninety (90) day bargaining process, over changes in the benefit package.

9.4 **Expenses**

Effective upon execution of this Agreement, all classified employees who are required, in the course of their work, to drive personal vehicles to conduct school duty, shall be reimbursed at the current IRS mileage rate. The same rate shall be paid for out-of-District travel authorized for school business.

Reimbursement for meals and lodging will be actual expenses with a maximum of fifteen dollars (\$15.00) for breakfast, fifteen dollars (\$15.00) for lunch, thirty dollars (\$30.00) for dinner, and two hundred fifty dollars (\$250.00) for lodging. There is no reimbursement for alcohol purchases. Receipts must be submitted to verify expenditure.

Employees may be responsible for tax obligations as per IRS regulations.

9.5 **Personal Leave**

Two (2) days leave of absence per year will be earned by each new employee hired prior to February 1st for personal, legal, business, household or family matters which require absence during school hours. Employees hired after January 31st shall earn one (1) day of personal leave. If personal leave days remain unused then an additional day will be added each year up to a maximum accumulation of five (5) days. Thereafter, any used personal days will be replaced at a rate of one (1) day per year up to a maximum accumulation of five (5) days.

Personal leave days may be used only when a substitute is available (except in emergencies). Notice to the employee's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). Personal leave shall not be used to extend holidays or calendar breaks.

Personal leave is earned on a prorated daily basis equivalent to the work week assignment. Personal leave approved and taken would be equivalent to the employee's working day and shall be taken no less than one-half working day at a time.

New employees shall complete a ninety (90) workday probationary employment period before being eligible to use personal leave.

New employees to the District hired after December 31 will not be eligible to use a personal leave day until after the beginning of the next fiscal year.

9.6 Incentive Leave

If a member of the bargaining unit does not use any sick leave days in a contract year the member is eligible for two (2) incentive days that can accumulate up to five (5) days to be used at the member's discretion. Exceptions to allowances/qualifying for "incentive leave" are:

- A. Any professional days which are at the option/choice of staff, not directed attendance by the district for staff members (State meetings [staff as board members], presenter days). OSEA State Conferences or meetings are not included in this category.
- B. Any disciplinary action charged to the staff member with days off from work (paid or unpaid).
- C. Any bereavement days beyond the expressed limits of the contract (i.e., additional days approved by the Superintendent).
- D. Any personal leave days where the staff member uses the leave for sick leave purposes.

To use an incentive day a member must apply (with a leave request form to the building Administrator) for the day in advance and its use is conditional on the availability of substitutes.

9.7 Sick Leave

- A. Pursuant to ORS 332.507, all employees in the bargaining unit shall receive sick leave in an amount equal to up to ten (10) days per school year worked or one (1) day per month worked. Sick leave will be granted monthly on a prorated daily basis equivalent to the workweek assignment for each month worked.
- B. Sick leave used would be equivalent to the employee's regularly scheduled working day.
- C. Employees shall be granted sick leave in accordance with all provisions of ORS 332.507 and disability due to pregnancy. At the beginning of each quarter, each employee shall be given a written accounting of the employee's use and accumulation of sick leave.
- D. In the event of a weather or emergency related school closure, school year employees may not use sick time for the closure day(s) or designated make-up days.

9.7.1 Sick Leave Bank

Purpose

The purpose of the Sick Leave Bank (SLB) is to extend to eligible employees additional sick leave days should a serious personal illness or injury causes the member to exhaust all accumulated paid leave.

Eligible Employees

Employees eligible for participation in the SLB must be actively employed members of the classified bargaining unit who have completed the probationary period. Only employees classified as regular employees are eligible to participate in the SLB. Exclusions from eligibility under this paragraph include, but are not limited to, limited term, substitute, temporary, and student employees and those employees serving their initial probationary period pursuant to Article 1.2.

Membership

Members of the SLB are eligible employees who have voluntarily elected to join by signing the required form and contributing accrued, unused sick leave as provided below. Membership in the SLB may be voluntarily terminated by submitting written notice to the Human Resources Department. Members who leave District employment are automatically terminated from membership in the SLB. All sick leave contributed to the SLB will remain in the SLB upon termination of membership in the SLB. An employee who has voluntarily terminated membership in the SLB will not be eligible for membership for 12 months from the date of termination. After 12 months the employee may renew membership in accordance with enrollment procedure below.

Enrollment Procedure

Eligible full-time employees working eight (8) hours/day or forty (40) hours/week who desire to become members may do so by contributing the equivalent of two (2) workdays, sixteen (16) hours, of accrued, unused sick leave and signing the District's application form signifying voluntary membership within thirty (30) calendar days of the effective date of this agreement. Eligible employees working less than eight (8) hours/day or forty (40) hours/week must contribute the equivalent of two (2) workdays to join, and follow the same procedure detailed above. (Example: An employee working four [4] hours/day or twenty [20] hours/week must contribute eight [8] hours of accrued unused sick leave to join.)

Thereafter, eligible employees may elect to become members in the SLB during the month of May each year by completing the enrollment procedure.

An employee must have at least two (2) sick leave days remaining in order to enroll.

The number of hours contributed to and drawn from the SLB will be based on the number of hours worked at time of enrollment.

Sick leave contributed to the SLB will be regarded as if it had been used by the employee for sick leave. Employees understand that sick leave contributed to the SLB is no longer credited to the employee's District sick leave account and, specifically, will not be reported to the Public Employee Retirement System (PERS) as accrued, unused sick leave.

Additional Contributions

In the event a request for additional SLB days is necessary, members must donate one (1) day. If a SLB member is unable to donate one (1) sick day, the member can still be a member of the SLB, but the first one (1) accrued sick day would go automatically into the SLB. Members wishing to terminate their SLB membership before the automatic deduction must submit written notice to Human Resources.

Access to the Sick Leave Bank

Eligible employees may request sick leave from the SLB if they meet all of the following criteria:

- A. The member has exhausted all other forms of paid sick leave, personal leave, and vacation time as well as Short-Term Disability benefits.
- B. The member has not previously accessed the SLB during the current calendar year, subject to review in cases of extreme hardship.
- C. The member has experienced a serious personal physical illness, injury, or disability that prevents performance of the essential functions of the work assignment for the foreseeable future. The member submits the required form and attaches a doctor's written statement certifying personal physical illness, injury, or disability.

The maximum of leave that may be requested by a member shall be the equivalent of twenty (20) workdays; the minimum shall be the equivalent of five (5) workdays. These days shall be applied starting on the first day following the exhaustion of all accumulated paid sick leave, personal leave, and vacation time as well as Short-Term Disability benefits.

Oversight

Requests that meet the access criteria will be forwarded to the SLB Committee (SLBC) for review and decision-making at the next scheduled meeting. The SLBC will be made up of three (3) Association members who will review and act on requests. The SLBC may approve, modify, or deny the request after consensus has been reached if possible. If the committee fails to reach consensus, the Chapter President and the Superintendent or the Superintendent's designee will review the information and make the final decision regarding the request. This decision will be final and not subject to the grievance procedures pursuant to Article X – Grievance Procedure.

The District will maintain the SLB records and provide a bi-annual report to the SLBC.

The SLBC will review the available SLB balance on a bi-annual basis to determine the need for additional member contributions. Additional member contributions will be limited to one (1) occurrence per calendar year.

The SLBC will retain the right to terminate membership in the SLB and/or obtain financial reimbursement from a member in the event of SLB fraud or misuse.

Any time remaining in the SLB on June 30th of each fiscal year will automatically roll to the next fiscal year to begin the SLB balance. The SLBC will review the accumulated balances the beginning of the year to determine whether there needs to be a sick leave contribution for the new fiscal year by current bank members.

9.8 **Workers' Compensation**

When an employee is injured while performing the employee's job duties and qualifies for Workers' Compensation benefits, the employee may:

- A. Elect to receive only Workers' Compensation benefits and not use any of the employee's accumulated sick leave; or
- B. Elect to receive Workers' Compensation benefits and use the employee's accumulated sick leave to make up the difference between the amount of the Workers' Compensation benefits received and the employee's normal salary or hourly wage.

Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Workers' Compensation benefits, if any remain available.

Example: If an employee normally earns \$70.00 per day, and receives \$50.00 per day in benefits, the employee may elect to receive \$20.00 per day from accumulated sick leave until accumulated sick leave is depleted or Workers' Compensation benefits terminate.

9.9 **Family Illness**

Employees may use sick leave for the illness of a member of the employee's immediate family. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents, siblings, mother-in-law, father-in-law, aunts, uncles, grandchildren and grandparents or as otherwise defined by federal/state guidelines and/or district policy.

9.10 **Legal Leave**

Leave with pay may be granted, if necessary, for appearance in legal proceedings connected with the employee's employment with the school system. An employee shall be granted leave with pay for service upon a jury appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other directions by proper authority if the employee is required to attend by law. The amount equal to the compensation received for such service or appearance shall be deducted by the District from the employee's wages. Mileage reimbursement from the court will be retained by the employee. This provision shall not apply to employees who are involved in personal legal actions, as defendants in a criminal case or as claimant or defendant in a civil case. In such cases, unpaid leave may be granted by the Board.

9.11 **Bereavement Leave**

All classified employees shall receive up to three (3) days' leave per occurrence with pay in case of the death of the bargaining unit member's spouse, domestic partner, children, parents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, or persons who have been living in the home of the employee. In addition, bargaining unit members may receive up to two (2) days of sick leave per year to attend memorial services in the event of the death of their spouse, domestic partner, children, parents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, or other persons who have been living in the home of the employee.

9.12 Leave of Absence

- A. All employees who have worked for three (3) consecutive years may be granted a leave of absence without compensation for up to one (1) year for personal reasons, provided such leave will not negatively affect the program of the District. Request for such a leave may be submitted at any time during the year. Scheduled increments, adjustments in compensation, retirement credit and sick leave will not be allowed for such leave. The employee shall return to the same or comparable position on return from the personal leave.
- B. An employee returning from a leave of absence must work for three (3) consecutive years before applying for another leave of absence.
- C. The employee will request in writing by March 1 for leave to begin with the next fiscal year.
- D. The District will receive written notification of intent to return to work at least forty-five (45) days prior to the date of return.
- E. The leave of absence is subject to the sole approval by the Board and the decision of the Board is final and binding.
- F. The vacancy will be filled by an "assigned substitute" and the notification of vacancy clause to the Association members does not apply.

9.13 Tuition

The District will reimburse the employee for the actual expenses incurred for training required by the District. The District shall also pay for or reimburse for the registration of courses required by the District or for courses requested by the employee that received prior approval from the District.

9.14 Bus Driver Physicals

The District shall pay the cost of the state required bus driver physical examination.

9.15 Resignations

Employees resigning from district positions are encouraged to give at least a two (2) week prior notice to their supervisor. The last day of work must be a regularly scheduled workday and not a holiday.

Article X – Grievance Procedure

- 10.1
 - A. “Grievance” shall mean a complaint by an employee or the Association that there has been a violation or inequitable application of any provisions of this Agreement.
 - B. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
 - C. “Days” referred to herein are District workdays.
 - D. “Party in interest” shall mean the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 10.2 All parties should attempt to complete the processing by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- 10.3 All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures, except arbitration.
- 10.4 There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievances by either the District or the Association.
- 10.5 Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- 10.6 All documents, communications and records of a grievance will be filed in the District office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- 10.7 Forms for processing grievances shall be prepared by the Superintendent or the Superintendent’s designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- 10.8 If any member of the Association’s Grievance Committee is a party in interest to any grievance the member should not serve as the Association’s representative in the processing of such grievance.
- 10.9 In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school subject to district policy will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- 10.10 Every effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activity.
- 10.11 Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

- 10.12 The grievant and the Association will process or investigate grievances after the regular workday or at other times which do not interfere with assigned duties.
- 10.13 If the grievant chooses to pursue the grievant's claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under the procedure will become null and void.
- 10.14 **Levels of Grievance**

Level One – Informal and Formal Grievance Level

The grievant will first discuss the grievance with the grievant's principal or immediate supervisor, either individually or through the school grievance representative or accompanied by a representative, with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with the grievant's immediate supervisor within ten (10) days following the act or condition which is the basis of the grievant's complaint, or, if the grievant had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This written grievance shall contain the following elements:

- A. Be signed by the grievant or grievants.
- B. Be specific.
- C. Contain a synopsis of the facts giving rise to the alleged violation.
- D. Cite the section or subsections of this Agreement alleged to have been violated.
- E. Contain the date of the alleged violation.
- F. Specify the relief requested.

The omission of any one (1) or more matters specified from the written grievance shall not invalidate the grievance but will required the grievant to amend the grievance to submit the missing elements. If amending the grievance is necessary, the supervisor will notify the grievant within two (2) working days of the receipt of the original grievance. If the initial ten (10) day period has elapsed, the grievant shall resubmit the amended grievance within two (2) working days. The immediate supervisor's written response timeline will commence with the receipt of the amendment.

The immediate supervisor shall communicate the immediate supervisor's decision in writing within five (5) days to the grievant.

Within five (5) days of receipt of the decision given by the immediate supervisor, the grievant, if not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent.

Failing to initiate a grievance within the timelines in 10.14, the grievant will be considered to have no grievance.

Level Two

Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of the Superintendent's receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior to the hearing to the grievant, the grievant's representative or any other person officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to the parties in interest. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and all parties officially present at the hearing the Superintendent's written decision, which shall include supporting reasons.

If the Association is not satisfied with the decision of the Superintendent, it may file a written appeal to arbitration with the Superintendent within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three, Arbitration.

Level Three – Arbitration

Grievances may be appealed to arbitration provided written notice of arbitration is made to the Superintendent within ten (10) days of receiving the Level Two decision.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the appeal, jointly request the Employment Relations Board submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and, thereafter, each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The hearing and procedural rules of the American Arbitration Association shall prevail.

The arbitrator shall schedule a hearing on the grievance. After the hearing, the arbitrator shall render written findings and a decision within thirty (30) days from the date of the close of the hearing.

The arbitrator's authority shall be limited to determining whether or not there has been a violation or inequitable application of the express terms of this contract. The arbitrator shall confine the arbitrator strictly to the facts and evidence submitted to the arbitrator at the hearing and the express terms of this contract. There shall be no changing, modifying or adding to the provisions of this Agreement by the arbitrator. The decision of the arbitrator shall, within the scope of this authority, be final and binding upon the parties.

The joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator and the cost of the hearing room, shall be jointly shared by the parties.

Article XI – Discipline/Dismissal

- 11.1 No member of the bargaining unit will be reduced in basic salary, suspended without pay or reprimanded in writing without due process. The Bargaining unit member shall be given prior notice of an investigatory meeting or interview and shall be entitled to have an Association Field Representative or Steward present to advise and represent them during such meeting or interview.

Due process, for the purposes of this article, is defined as:

- A. The bargaining unit member will be told the charges and given the information forming the basis for such action.
 - B. The bargaining unit member will have an opportunity to respond to the charges.
 - C. The bargaining unit member will have an opportunity to discuss the matter with the member's immediate supervisor.
- 11.2 Depending upon the circumstances, one (1) or more of the following types of progressive discipline may be imposed:
- A. Verbal reprimand.
 - B. Written reprimand and/or plan of assistance when appropriate.
 - C. Suspension.
 - D. Discharge.
- 11.3 The following actions are deemed sufficient for dismissal, suspension or other discipline:
- A. Incompetence, inefficiency, insubordination or neglect of duty.
 - B. Unauthorized absence; defined as absence not approved by the immediate supervisor and/or district administration, which may include absences taken without pay and not approved.
 - C. Any willful violation of a rule or a regulation established by the school Board.
 - D. Conviction of a criminal act.
 - E. Intoxication on duty, as per State of Oregon regulations.
 - F. Conduct detrimental or potentially detrimental to the school District, its personnel or children.

The District shall investigate any charges in a timely manner. If the employee is cleared of the charges, the employee will have any lost pay or benefits reinstated.

11.4 Procedures for Performance Related Discipline

If, in the opinion of the employee's supervisor, the performance of an employee is unsatisfactory but does not warrant immediate dismissal action, the following procedures will be implemented:

- A. Conduct a conference with the employee and the supervisor; inform the employee of the deficiencies; suggest how the necessary services could be made within a specified number of working days or that a recommendation will be made for discipline or dismissal.
- B. On the date specified to the employee at the meeting in Section A, above, the employee will be apprised of the progress that had been required. If the improvement is not satisfactory, discipline or dismissal may result. If satisfactory improvement has been made, a memo to that effect shall be placed in the personnel file.

Article XII – No Strike Clause

- 12.1 During the period this Agreement is in effect, the OSEA Chapter #11 agrees not to strike or participate in a strike against the District. Strike is defined as per ORS 243.650 (22). The District also agrees not to lock out the classified employees of OSEA Chapter #11 during the period of this Agreement.

Article XIII – Classification Review Committee

- 13.1 A joint Classification Review Committee shall be established composed of two (2) members appointed by the District and two (2) members appointed by the Chapter.
- 13.2 Bargaining unit members who reasonably believe that they are improperly classified may request the Classification Review Committee to review their position.
- 13.3 The Classification Review Committee shall investigate such requests and may submit to the Superintendent a recommendation regarding reclassification (higher, lower, or the same). Thereafter, the Superintendent may accept, reject or modify said recommendation. The Superintendent's action on the matter shall be final and binding and not subject to the grievance procedure.
- 13.4 The Classification Review Committee shall meet at reasonable times and places. It is expressly understood that bargaining unit members who serve on the Classification Review Committee are volunteer representatives of the Chapter and shall be entitled to no compensation from the District for the time they devote to the Committee's activities.
- 13.5 The Superintendent and Classification Review Committee will meet as needed to review the assigned classifications and job descriptions.

Article XIV – Completion of Negotiations

- 14.1 The parties mutually agree that this executed Agreement is a complete representation of both the subjective and objective manifestations of the parties and were reviewed carefully prior to the affixing of signatures.
- 14.2 The results of bargaining are the terms and conditions of the Agreement, including the specified compensation for each of the years covered by the Agreement. Therefore, the duty to bargain has been fully satisfied for all matters which constitute mandatory topics raised during negotiations. The Association waives any right to compel negotiations over matters of insignificant impact during the term of the Agreement.
- 14.3 This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices related to the specific terms of this Agreement, whether oral or written and expresses all obligations of and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions.

Article XV – Re-Employment of Retired Employees

- 15.1 A. Bargaining unit members who retire under PERS from the Sutherlin School District and who are subsequently employed shall be members of the bargaining unit, but will not maintain their seniority level prior to retirement if re-employed. The District is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions.
- B.
1. Sick leave will be granted monthly on a prorated daily basis equivalent to the workweek assignment for each month worked.
 2. Sick leave used would be equivalent to the employee's regularly scheduled working day.
 3. Sick leave accrual is capped at a maximum of ten (10) days total.

Article XVI – Savings Clause

- 16.1 In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiation. Renegotiation of a collective bargaining agreement pursuant to this section is subject to ORS 243.712.

Salary Schedule
Classified Employees

2022-23

7/1/22-6/30/23

		8.00% Increase											
STEP		1	2	3	4	5	6	7	10+	15+	20+	25+	30+
Bus Driver		18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.55	21.85	22.20	22.55	22.90
Transportation Support		18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.55	21.85	22.20	22.55	22.90
Office Manager		17.29	17.72	18.16	18.61	19.08	19.56	20.05	20.35	20.65	21.00	21.35	21.70
General Maintenance		17.12	17.55	17.99	18.44	18.90	19.37	19.85	20.15	20.45	20.80	21.15	21.50
Accounting Clerk		17.09	17.52	17.96	18.41	18.87	19.34	19.82	20.12	20.42	20.77	21.12	21.47
Registrar		16.98	17.40	17.84	18.29	18.75	19.22	19.70	20.00	20.30	20.65	21.00	21.35
Library Media Specialist		16.22	16.63	17.05	17.48	17.92	18.37	18.83	19.13	19.43	19.78	20.13	20.48
Groundskeeper		16.12	16.52	16.93	17.35	17.78	18.22	18.68	18.98	19.28	19.63	19.98	20.33
Custodial		16.12	16.52	16.93	17.35	17.78	18.22	18.68	18.98	19.28	19.63	19.98	20.33
Secretarial		15.80	16.20	16.61	17.03	17.46	17.90	18.35	18.65	18.95	19.30	19.65	20.00
Attendance Clerk		15.80	16.20	16.61	17.03	17.46	17.90	18.35	18.65	18.95	19.30	19.65	20.00
Instructional Assistant II		15.00	15.38	15.76	16.15	16.55	16.96	17.38	17.68	17.98	18.33	18.68	19.03
Cook Server		14.77	15.14	15.52	15.91	16.31	16.72	17.14	17.44	17.74	18.09	18.44	18.79
Instructional Assistant		14.44	14.80	15.17	15.55	15.94	16.34	16.75	17.05	17.35	17.70	18.05	18.40
In-School Susp. Monitor		14.44	14.80	15.17	15.55	15.94	16.34	16.75	17.05	17.35	17.70	18.05	18.40
Cafeteria Assistant		13.63	13.97	14.32	14.68	15.05	15.43	15.82	16.12	16.42	16.77	17.12	17.47
Cafeteria Accounting Clerk		13.63	13.97	14.32	14.68	15.05	15.43	15.82	16.12	16.42	16.77	17.12	17.47
Bus / Playground Assistant		13.61	13.95	14.30	14.66	15.03	15.41	15.80	16.10	16.40	16.75	17.10	17.45
Grant Positions		To be determined as per Article 1.2											

Employee pays 6% PERS pickup

Appendix A
Salary Schedule
Classified Employees
2023-24

7/1/23-6/30/24

4.00% Increase		1	2	3	4	5	6	7	10+	15+	20+	25+	30+
STEP													
Bus Driver		19.05	19.53	20.02	20.52	21.03	21.56	22.10	22.40	22.70	23.05	23.40	23.75
Transportation Support		19.05	19.53	20.02	20.52	21.03	21.56	22.10	22.40	22.70	23.05	23.40	23.75
Office Manager		17.98	18.43	18.89	19.36	19.84	20.34	20.85	21.15	21.45	21.80	22.15	22.50
General Maintenance		17.80	18.25	18.71	19.18	19.66	20.15	20.65	20.95	21.25	21.60	21.95	22.30
Accounting Clerk		17.77	18.21	18.67	19.14	19.62	20.11	20.61	20.91	21.21	21.56	21.91	22.26
Registrar		17.66	18.10	18.55	19.01	19.49	19.98	20.48	20.78	21.08	21.43	21.78	22.13
Library Media Specialist		16.87	17.29	17.72	18.16	18.61	19.08	19.56	19.86	20.16	20.51	20.86	21.21
Groundskeeper		16.76	17.18	17.61	18.05	18.50	18.96	19.43	19.73	20.03	20.38	20.73	21.08
Custodial		16.76	18.18	17.61	18.05	18.50	18.96	19.43	19.73	20.03	20.38	20.73	21.08
Secretarial		16.43	16.84	17.26	17.69	18.13	18.58	19.04	19.34	19.64	19.99	20.34	20.69
Attendance Clerk		16.43	16.84	17.26	17.69	18.13	18.58	19.04	19.34	19.64	19.99	20.34	20.69
Instructional Assistant II		15.60	15.99	16.39	16.80	17.22	17.65	18.09	18.39	18.69	19.04	19.39	19.74
Cook Server		15.36	15.74	16.13	16.53	16.94	17.36	17.79	18.09	18.39	18.74	19.09	19.44
Instructional Assistant		15.02	15.40	15.79	16.18	16.58	16.99	17.41	17.71	18.01	18.36	18.71	19.06
In-School Susp. Monitor		15.02	15.40	15.79	16.18	16.58	16.99	17.41	17.71	18.01	18.36	18.71	19.06
Cafeteria Assistant		14.18	14.53	14.89	15.26	15.64	16.03	16.43	16.73	17.03	17.38	17.73	18.08
Cafeteria Accounting Clerk		14.18	14.53	14.89	15.26	15.64	16.03	16.43	16.73	17.03	17.38	17.73	18.08
Bus / Playground Assistant		14.15	14.50	14.86	15.23	15.61	16.00	16.40	16.70	17.00	17.35	17.70	18.05
Grant Positions		To be determined as per Article 1.2											

Employee pays 6% PERS pickup

