

2023-2026

Master Agreement
Between...

IMBLER CLASSIFIED STAFF ASSOCIATION
CHAPTER #77

and

IMBLER SCHOOL DISTRICT #11

A Member's Union
OSEA
AFT Local 6732

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ARTICLE 1 – PREAMBLE

- A. This Agreement is entered into between the Imbler School District #11, herein referred to as the “District or Board”, and the Oregon School Employees Association (OSEA) Imbler Chapter 77, herein referred to as the “Association”.
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for Bargaining Unit Members.

ARTICLE 2 – RECOGNITION

- A. The District recognizes the Oregon School Employees Association (OSEA) Imbler Chapter 77 as the exclusive bargaining representative on wages, hours and conditions of employment of all full-time and part-time (half-time or more) qualified personnel employed by the District.
- B. Classified employees who spend fifty percent (50%) or more of their time in a supervisory capacity, temporary staff and substitutes are specifically excluded from the bargaining unit.
- C. The purpose of this article is to recognize the right of the bargaining unit in negotiations with the District. Granting of recognition is not to be construed as obligating the District to comply with the regulations, procedures or practices not covered by this Agreement.
- D. The term “employee” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- E. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) copy shall be retained by the District and one (1) copy by the Association. The District will print the Agreement after ratification and distribute copies to the employees.

ARTICLE 3 – GRIEVANCE PROCEDURE

- A. DEFINITIONS
 - 1. A “grievance” is an allegation by an employee or Association based upon the interpretation, application, or violation of this Agreement.
 - 2. A “grievant” is the person or persons or the Association making the allegation. The Association is eligible to file as a grievant; however, only if:
 - a. Failure to file a grievance would create a negative impact and would create a past practice contrary to the terms and conditions of this Agreement; and
 - b. A majority of the Association membership votes to file the grievance on behalf of the Association.

3. A "party of interest" is 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.
4. A "day" means a workday, except during the summer recess "day" means the days the District office is normally open (Monday through Friday, except holidays).

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees and the District. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Classified Staff Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

1. Level One – Principal or Immediate Supervisor

A grievant shall first discuss it with their principal or immediate supervisor, with the objective of resolving the matter informally. Each grievance shall have to be initiated within fifteen (15) days of the occurrence of the cause for the complaint; however, if the grievant could not reasonably have been aware of the occurrence until a later date, then they must initiate action within fifteen (15) days following the date on which they could or should have been aware of the occurrence. If the grievant fails to initiate action within these specified time lines, they shall be considered to have waived the right to file a grievance.

2. Level Two – Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within ten (10) days after the presentation of the grievance, the grievant may file the grievance in writing to the Superintendent of schools within ten (10) days.
- b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant in an effort to resolve it.
- c. Within ten (10) days of the Level Two conference, the Superintendent will render their decision.

3. Level Three – School Board

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) days after they have met with the Superintendent, the grievant may file the grievance in writing to the School Board within ten (10) days.

- b. Within thirty (30) days after receipt of the written grievance by the School Board, the Board will review the Level Two decision.
- c. Within fifteen (15) days of the Level Three review the School Board will render its decision.

4. Level Four – Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) days after they have met with the School Board, the Classified Staff Association may submit the grievance to arbitration within ten (10) days. The arbitration hearing will be conducted in accordance with the voluntary labor arbitration “Rules of the American Arbitration Association” in effect at the time (hereinafter referred to as the “AAA rules”).
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator from a list of Employment Relations Board (ERB) arbitrators in the (Washington or Oregon) area and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Oregon Employment Relations Board (ERB) by either party. The parties will then select an arbitrator by using an alternate striking procedure.
- c. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue the decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator’s decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. An Employee and Association

Any grievant may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative of the Classified Staff Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

- 1. Cooperation – The District shall cooperate in the investigation of a grievance in a manner consistent with District policy and state law.

2. Written Decisions – all decisions of the grievance procedure subsequent to Level One shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest including the Association.
3. Separate Grievance File – All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Meetings – All Board meetings under this procedure will be held in accordance with Public Meetings Law (ORS 192.610 to ORS 192.690)

ARTICLE 4 – DISTRICT RIGHTS

- A. The District shall have all of the authority customarily and traditionally exercised by management, except as that authority is limited by express of specific language in the provisions of this Agreement. Nothing in this Agreement shall be construed to impair the right of the District to conduct any or all aspects of its business in any way, except as expressly and specifically modified within the terms and provisions of this Agreement.

ARTICLE 5 – ASSOCIATION RIGHTS

- A. For the purposes of this Article, “designated representative” shall include the Chapter President. Additional employees may be designated representatives with notice to the District. A non-employee OSEA Field Representative shall be permitted access to the District’s facilities for the purposes of engaging in the activities described in this Article on the same terms and conditions as designated representative.
- B. Employees designated as union representatives shall be provided reasonable paid work time to engage in the following union activities during work hours without loss of compensation or benefits:
 1. Investigate and process grievances and other workplace-related complaints;
 2. Attend investigatory meetings, hearings and other due process proceedings;
 3. Participate in or prepare for proceedings that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
 4. Engage in collective bargaining;
 5. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
 6. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings for new employees;
 7. Testify in any legal proceeding in which the public employee has been subpoenaed as a witness; and
 8. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
 9. Attend new employee orientation or have “one-on-one” time with new employees.

- C. Employees assigned by the Chapter to the bargaining team shall be designated representatives. If the Association wants to negotiate during the school work day, efforts will be made to accommodate, as per ORS 243.798. If the Association agrees to meet outside the workday, then individual members will be donating their time and will not be provided flex time or paid time.
1. The Chapter will provide no less than five (5) calendar days notice before the use of paid work time for bargaining preparation or negotiations.
- D. The District shall provide the designated representative(s):
1. The right to meet with new employees on District-paid time within thirty (30) calendar days from the date of hire for at least thirty (30) minutes but no more than one hundred twenty (120) minutes. This can occur during a new employee orientation or on a "one-on-one" basis.
 2. The right to meet with employees during their regular work hours at the regular work location to discuss grievances, complaints, and other workplace related matters.
 3. The right to use the electronic mail system or other similar communication systems of the District, if it is in respect to:
 - a) Collective bargaining;
 - b) Grievance or other dispute investigations;
 - c) Governance of the labor organization;
- E. The Designated Representatives shall have the right to employee information as follows.
1. The District shall provide the Chapter President, OSEA assigned Field Representative, and email address: Classified@OSEA.org an editable spreadsheet containing the information for each employee in the bargaining unit:
 - a. Employee name and date of hire;
 - b. Contact information including at least:
 1. Cellular, home, and work telephone numbers;
 2. Personal and work electronic mail addresses; and
 3. Home or personal mailing address; and
 - c. Employment information including the employee's job title, salary, and worksite location.
- F. The District shall provide the information within ten (10) calendar days of date of hire for newly hired employees and every one hundred (120) calendar days for employees in the bargaining unit who are not newly hired. Whenever any employee is required by the District, an arbitrator or the Employment Relations Board (ERB) to participate in negotiations, grievance proceedings, or Employment Relations Board ERB hearings during working hours, the employee shall suffer no loss in pay.
- G. The District will grant the OSEA president or their designee up to six (6) days' paid leave per school year to attend to OSEA business, provided that only one (1) employee per day is on Classified Staff Association leave. The OSEA will reimburse the District for substitute(s) at the applicable rate for those days taken off.-

ARTICLE 6 – DUES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association may authorize deductions of membership dues for the Oregon School Employees Association Imbler Chapter 77(Chapter 77 OSEA/AFT). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct and remit the monthly dues from the regular salary check of the employee each month, beginning in October of each year. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June. All deductions shall be forwarded to OSEA State Office.

ARTICLE 7 – EMPLOYEE RIGHTS

- A. Prior to a meeting where discipline will be considered or questions will be asked that could lead to discipline a member will be informed of their rights to representation by a designated Association Representative.
- B. An employee may not be disciplined or terminated except for just cause.
1. The employee is to be given timely written notice of the charges against them.
 2. All information forming the basis of the dismissal action will be made available to the employee upon the employee's request.
 3. There will be a thorough and fair investigation of the charges before any discipline or dismissal action is taken.
 4. There must be substantial evidence that an employee is guilty of the allegations.
 5. The discipline must be consistently applied across the District for similar situations.
 6. The discipline must be appropriate to the violation.
 7. All conferences will be confidential, subject to Oregon's public meetings law for School Board meetings.

ARTICLE 8 – COMPLAINT PROCEDURE

- A. If a complaint is made against an employee to the administration, such complaint shall be processed under the following circumstances:
 - 1. If the principal intends to make a record in the evaluation report of a complaint received concerning the employee;
 - 2. If the principal intends to place a record of such complaint in the employee's personnel file;
 - 3. If, in the principal's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.
- B. Pursuant to section A above, a conference shall be held with the employee within ten (10) working days after the complaint is made to the administration. At the conference, the employee will be presented with the complaint in writing.
- C. Any such complaint which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- D. The employee shall have the right to attach a written statement to any written material placed in the employee's personnel file.

ARTICLE 9 – EVALUATION

- A. All employees will be evaluated in accordance with the District's evaluation plan and state law.
- B. At the beginning of the school year, a copy of the District's evaluation procedure, forms and relevant materials will be provided to employees.
- C. All formal observations will be in accordance with District guidelines on staff evaluation.
- D. The employee shall be provided a copy of the completed written evaluation.
- E. A program for assistance for improvement may be initiated, as determined necessary by the administration. The plan will be in writing and consistent with district guidelines and state law.

ARTICLE 10 – PERSONNEL FILES

- A. Personnel files shall be maintained for each employee by the District. This file shall contain materials relevant to the employee's employment.
- B. An employee may review their personnel file at any time during the year by making an appointment with the District office during District office hours. A District office employee will be present during the file review and the employee may, annually, make a written request of the Superintendent to have letters of caution, warning, admonishment, and/or reprimand removed provided that the material(s) has been in the file for at least eighteen (18) months.
- C. If the Superintendent denies a request for removal of materials that have been in a personnel file for at least eighteen (18) months, an employee may appeal the Superintendent's decision to the School Board. The School Board's decision is final and not subject to the grievance procedure.
- D. An employee may have a representative of the Classified Staff Association present with them to review their file.
- E. Employees will be provided with a copy of material placed in their personnel file. Employees will be given the opportunity to affix their signature to the material filed. Such signature does not necessarily constitute agreement with the materials.
- F. An employee has the right to submit a written response to any materials contained in their personnel file for inclusion in the file.

ARTICLE 11 – CALENDAR WORKDAY

A. Calendar

1. The school calendar will be set by the Board of Directors. Pursuant to ORS 243.698, the District will notify the Association prior to implementing anticipated changes to the calendar. Within fourteen (14) calendar days of the District's notice, the Association may file a demand to bargain notice. If the Association does not file a demand to bargain notice within fourteen (14) days of the notice of the anticipated changes, the Association waives its right to bargain over the impact of the change identified in the notice.
2. If the Imbler School District Board of Directors sets the calendar at a four (4) day week. The school calendar will include:
 - a. Para-Professionals and Library Coordinator
 - a. Everyday Students are in school and Optional 8 Enrichment Fridays
 - b. Two (2) Professional Development Days
 - b. Professional Administrative Assistants
 - c. 193 Days + One Paid Holiday (Thanksgiving Day)
 - b. Custodial/Maintenance are 12 month employees or 260 day employees
3. Holiday
 - a. All classified employees will receive six (6) paid holidays including: (Labor Day, Veteran's Day, Christmas Day, Martin Luther King Jr. Day, Thanksgiving Day, and Memorial Day)
 - b. All twelve month employees shall be entitled to the following paid holidays:

4 th of July	New Year's Day
Labor Day	Martin Luther King Jr. Day
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Christmas Day	Juneteenth
4. Vacation
 - a. Custodian/Maintenance employees will receive: one (1) week per year paid vacation for the first three (3) years; two (2) weeks per year paid vacation for years four (4) through ten (10); and three (3) weeks per year paid vacation after ten (10) years of service, in addition to the nine (9) paid holidays as twelve (12) month employees.
 - b. To avoid losing vacation days, the employee must request to use them. Any unused vacation days that are requested by classified staff and denied by the administration will be paid out to the employee at the end of the fiscal year (June 30) at their regular hourly rate. With supervisor approval, five (5) days of unused vacation time may be carried forward to the next school year.
5. The tentative school calendar shall be submitted to the employees, who will be allowed to provide input. The final approval and determination of the calendar lies with the District.

6. Employee attendance shall not be required when school is closed due to inclement weather or other emergencies. Employees will not be compensated for the first three (3) days of closure. Beginning with the fourth (4th) day of closure, employees will be fully compensated. The parties recognize the District may need to have an employee(s) work during the school closure for necessary maintenance, building security and/or emergency necessities. However, if the District determines that the minimum number of student contact days has not been reached, the Board has the option to have days lost made up. If lost days are made up, those employees already compensated for school closure days shall receive no additional compensation for the make-up days.
7. If the District closes school due to current or projected revenue shortfalls, then wages will be reduced by a prorated daily amount for each day staff are not required to report to work. If the closure is on a partial day, the salary reduction shall be pro-rated based upon hours. School closures shall not be scheduled on in-service days, planning/preparation days, or holidays.

B. Workday

1. The normal workday will be as follows on a four (4) day week
Work Hours (These hours include ½ hour unpaid lunch)
 - i. Para (Benefitted) - Student Contact Day (8.5 Hours)
Enrichment Day (4.5 Hours)
 - ii. Para (Non-Benefitted) – Student Contact Day Not to exceed 7.5 hours
 - iii. Administrative Assistant
 - Student Contact Day (8.75 Hours)
 - Enrichment Day (4.75 Hours)
 - Planning Days (5 Hours)
 - Other Work Days (8 Hours)
 - iv. Custodial/Maintenance
 - Student Contact Day (8.5 Hours)
 - Non-Student Contact Day (8.5 Hours) (Unless adjusted by Supervisor)
 - Summer (June Week After Last Certified Day-Week before Certified Return)
 - a. (10.5 Hours) M-Th and/or Tu-F (Assigned by Supervisor)
 - v. Assistant Cook
 - Normal Student Contact Day - Not to exceed 7.5 hours
 - Enrichment Friday - Not to exceed 3 hours
 - vi. Library Coordinator
 - Student Contact Day (8.5 Hours)
 - Enrichment Day (4.5 Hours)
2. For work requested and approved that would put an employee in overtime status (over 40 hours per workweek), the Superintendent has the option to pay hours worked over forty (40) at an overtime rate or flex out time needed to put the employee below the forty (40) hour threshold.
3. Meal and break periods for hourly employees are free from work responsibilities shall be scheduled according to requirements from the Oregon Bureau of Labor & Industries (BOLI) at a minimum.

- a. Meal periods for hourly employees shall be unpaid. Break periods shall be paid. For example, the District shall provide no less than one (1) rest break for work scheduled from 2 hours 1 minute to 5 hours 59 minutes.
 - b. The District shall provide no less than one (1) rest break and one (1) meal break for work scheduled of 6 hours. The District shall provide no less than two (2) rest breaks and one (1) meal break for work scheduled from 6 hours 1 minute to 10 hours. Reasonable additional breaks as needed shall be provided.
 - c. Meal and break periods shall be used as scheduled.
 - d. Any change in scheduled work, meal, and break periods shall be mutually agreed upon in writing by the supervisor and employee.
3. When volunteering to assist with and/or supervise school-related activities beyond the normal workday, the employee may be reimbursed for pre-authorized expenses at the discretion of the District.
 4. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service.
 5. If an hourly employee is called to work beyond their regularly scheduled hours, the employee shall be paid for the actual time worked at the regular base wage up to forty (40) hours or at an overtime rate for hours over forty (40).
 6. With the written agreement of the district, hourly employees may choose to be reimbursed, or may take compensatory time for the same amount of time worked. Compensatory time shall be taken by the end of the next full pay period or shall be forfeited. For time earned in the month prior to the end of the school year, the time shall be taken by the end of the first pay period of the following school year.
 7. Written authorization and approval is required from the immediate supervisor prior to working hours beyond employee's regular schedule unless the employee reasonably believes a safety issue requires immediate attention.
 8. Effective July 1, 2023, the Admin Assistant classification of the bargaining unit shall be converted to Salaried Exempt Employees. As such, those employees who are Salaried Exempt shall be exempt from minimum wage, overtime, and working conditions requirements that are not relevant pursuant to ORS 653.020(3). The Admin Assistant shall remain part of the classified bargaining unit and shall receive an initial step placement, wage and step increases, and other benefits of this Contract. The parties agree that the requirements of the BOLI Administrative employee duties test are fulfilled. If either party has concerns or questions about the Salaried Exempt Employees test, job requirements, job description, or other topics related to this categorization, both parties agree to meet and confer as needed. The Association reserves the right to use the grievance procedure to resolve conflicts in this or other Articles.
 9. The base salary for Admin Assistants shall include sixty-four (64) floating hours, annually. The sixty-four (64) floating hours may be used to replace any time work is required outside of the regularly scheduled student school year. For example; summer work, registration, end of year work outside the time frame of the first day of school to the last day of school for students. Floating hours shall be reported on a regular timesheet, for record keeping purposes and for communication with

Administration. Admin Assistants are considered salaried, so time outside of the allotted hours falls under "duties assigned". Administration and the Association will meet in December and June to discuss the parameters (hours and duties) of the job. Adjustments will be discussed and if adjustments need to be made, the District and the Association will work on an MOU with the needed adjustments.

ARTICLE 12 – ASSIGNMENTS/VACANCIES/TRANSFERS

A. Assignments

All employees shall receive their assignments for that year as soon as possible after student registration.

B. Vacancies

1. Notice of vacancies for bargaining unit positions (including extra-duty) will be posted in each worksite in a designated location for a minimum of three (3) workdays before the position is filled.
2. An employee desiring a transfer to another assignment may submit a request to the District office on or before April 15 for the following year. If a vacancy occurs in an existing or new position for which an employee is qualified, the District will notify the employee of the vacancy and the time lines for filling the position.
3. For all employees that are contracted for less than a twelve (12) month contract will have the right to apply for employment of jobs that would be available from the District during the "off time" of their contract.
 - a. The District will select the best candidate for any opening as in any other opening.
 - b. The amount of pay will be determined between agreement from the administration and the Association.

C. Transfer/Reassignment

1. If an employee is involuntarily transferred/reassigned or request a transfer to a different position the employee shall be placed on the salary schedule with district experience in that position regarding wages and benefits.
2. Employees involuntarily transferred into a different job description shall have training and experience to become acclimated to the new position. If the transferred employee cannot perform the work they shall be returned to the former position, if it exists. If the position no longer exists then layoff would apply.

ARTICLE 13 – COMPENSATION

A. Insurance

1. The District will contribute \$1750 per month for eligible employees for medical insurance during the 2023-2024 school year and \$1800 during the 2024-2025 school year and \$1850 during the 2025-2026 school year. If an employee chooses a Health Savings Account (HSA) coverage plan, the difference between the contribution and the cost will be deposited into an appropriate HSA account chosen by the member within thirty (30) days of selecting the plan. Plan choices shall continue to be according to Oregon Educators Benefit Board (OEBB) standards per the law.
2. All classified employees that do not qualify for health insurance will receive the family Life Flight ground and air policy each year of their employment paid by the District.
3. All insurance coverage will be in effect so long as the employee is under contract to the District.
4. The benefits 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. Any eligible employee may opt out of the insurance coverage.
 - a. An employee who has other insurance coverage available to them through their spouse, either by the District or another employer-sponsored group medical benefit plan may decline, or “opt out”, of medical coverage in accordance with the requirements of OEBB. The employee will not receive any part of the designated insurance benefits package. Such a waiver expires on September 30 of each year. The employee must submit in writing their intent to opt out each year during the open enrollment period. Proof of other insurance may be required.
 - b. For an employee who declines insurance coverage, the District will contribute a monthly payment of fifty (50) percent of the employee’s monthly insurance cap to the District’s cafeteria plan on the employee’s behalf during the term of this contract school years-. The employee may then utilize the funds as outlined in the cafeteria plan document.
5. 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.
6. The Board and the Association shall mutually agree upon the insurance plan during the term of this Agreement. The Board retains the right to make the final decision if there is no mutual agreement.
7. Employees shall be allowed to self-pay long-term disability (LTD) insurance coverage through payroll deductions.

B. Salary

1. The compensation schedules for employees for 2023-2024 and 2024-2025 and 2025-2026 are attached to this Agreement as Appendix A1 and by this reference incorporated herein. This salary schedule shall be the official salary schedule for all employees in this bargaining unit and shall not be deviated from except through mutual written consent of the Association and the District.
- a. For 2023-2024, The step 1 wage for the following classifications shall apply:
 - i. Library Coordinator \$16.30 Hourly
 - ii. Custodial \$16.55 Hourly
 - iii. Assistant Cook \$14.93 Hourly
 - iv. Paraprofessional \$15.19 Hourly
 - v.
- Effective July 1, 2023 the Dishwasher's work will be done by the Assistant Cook. The District agrees to revise the Assistant Cook's job description.
- Effective July 1, 2023 the Admin Assistant positions shall be salaried exempt employees with a base wage for Step 1 of \$38, 078 with a six (6) step salary schedule with the same 2.80% step increments between horizontal steps as hourly employees. Admin Assistants on step 12 as of June 30, 2023 shall be placed on step 6 of the new salaried pay scale effective July 1, 2023.
2. Effective July 1 of each year, all employees with a satisfactory evaluation, except those on the maximum step of each column, shall receive a horizontal step increase of 2.80%.
3. Employees will be paid at an hourly rate. Time sheets must be completed on a daily basis and kept in a designated location in the work area. Time sheets must be a true reflection of hours worked.
4. Mandatory meetings for employees will be included in contract days. Employees will be paid for time accrued at the employee's hourly rate of pay and any expenses.
5. Administrative Assistants hired before July 1, 2019, will have the option to receive contract pay figured either on a ten (10), eleven (11), or twelve (12) month pay period.
6. Each classified year may vary depending on the number of contracted days.
7. All newly hired classified employees may initially be placed at a step equivalent to years of relevant experience in their job classification.
8. When an existing employee is hired into a new classification the employee will be moved to the wage step in the new wage range which provides a wage one (1) step higher than the amount they were receiving prior to the change or to the first step on the new wage range, whichever is greater. The employee who is hired into a classification lower than the one under which they were working will be placed on the lower classification wage range at the same step as they were located on the higher classification range.

C. Eligibility for Benefits

1. Hourly employees eligible for benefits shall work an average of thirty-two plus (32+) hours per week.

D. Extra-Duty Schedules

1. The "Extra Duty" schedule is attached to this Agreement as Appendix B and shall be used by the District in determining compensation for employees. The dollar amount shall be automatically adjusted to coincide with indicated percentages of the revised base for each year of the Agreement.

E. Bus Drivers

1. For the length of this contract, the following transportation routes will receive route pay:
 - a. Regular bus routes Monday-Friday.
 - b. Route pay shall be forty four dollars (\$44.00) per route for the 2023-2024 school year and forty eight dollars (\$48.00) per route for the 2024-2025 school year and fifty dollars (\$50.00) per route for the 2025-2026 school year.
 - c. The route pay includes necessary pre-trip and post-trip requirements per route.
 - d. Field trips, athletic events, and other non-daily scheduled bus runs will be paid at the trip rate. Trip rate is fifty cents (\$.50) per mile with minimum wage for stand-by or forty dollars (\$40.00) for the entire trip, whichever is greater. However, if the employee is already employed with the district in another capacity, the trip rate is still fifty cents (\$.50) per mile, but stand-by would only occur outside the employee's normal workday.
 - e. The driver will receive compensation for their meal reimbursed at the following rate: Breakfast \$15.00, Lunch \$15.00, Dinner \$20.00.
 - f. If routes are increased because of increased students, or number of stops, the transportation supervisor will determine equity based on current route pay based on one and one and a half (1½) hours' time.
 - g. Assignment of all driving will be a management decision. Attempts to rotate the assignments among the drivers will be a priority if they are available.
2. If an employee serves as a substitute bus driver and is called upon to drive, the employee will get the bus route rate and not lose any hours of regular time.
3. Training of New Bus Drivers
 - a. The District will pay the training costs for employees to be eligible as school bus drivers or substitute drivers, including a training wage and Department of Motor Vehicle costs. The District reserves the right to limit the payment of training costs for substitute drivers to two (2) employees per year.
 - b. The employee who has bus driver training costs paid by the District agrees to reimburse the District if the employee voluntarily terminates employment prior to the completion of two years of employment after the costs of training are paid.
 - c. Training costs associated with the bus driver training may be deducted from the employee's final paycheck and the amount due from the employee to the District shall be prorated as follows:
100 % due if employed for less than 6 months following payment of training costs

75% due if employed for 6 months but less than 12 months
50% due if employed for 12 months but less than 18 months
25% due if employed for 18 months but less than 24 months

- d. If an employee's termination of employment is not the employee's sole decision, the employee shall not owe the District for any training costs.
 - e. The parties agree that individual employees eligible for the payment of bus driver training costs shall receive and acknowledge a notification to the effect of this repayment obligation prior to the payment of any costs.
4. If a substitute bus driver is needed for an AM or PM route, the following order shall be used for any offer of bus driving work on a normal route.
- a. Normal sub bus drivers
 - b. Classified Employees
 - c. Other Employees

For any classified employee who is already a member of the bargaining unit, the District will pay wait time on trips only outside the employees normal work hours. During their normal work hours, if called upon to drive, the employee will get their normal wage.

F. Related Services

- 1. Paraprofessionals who perform self-care and individual related service tasks shall be paid a differential of two dollars (\$2) per hour for the time required to perform such tasks.
- 2. Student self-care and individual related service tasks eligible for the differential include but are not limited to feeding, diapering, toileting assistance, duties that require contact with bodily fluids, injections, catheterization, drawing of blood, or any other task that an unlicensed individual other than a family member would typically not perform without authorization, training, and supervision by a registered nurse.
- 3. The parties agree that such time as required by this section is to be reported with the employee's regular time sheet and shall be rounded up to the nearest hour in the employee's favor per incident. For example, toileting that requires less than an hour shall be rounded up to the one hour mark for reporting purposes, not combined with other tasks to aggregate time to a full hour mark.

ARTICLE 14 – PAID LEAVES

A. Sick Leave

1. Pursuant to ORS 332.507 an employee absent from duty because of personal illness or injury, or the illness or injury of an immediate family member, shall be paid their full salary for the period of such absence not exceeding a total of one (1) day per month (or portion thereof worked), except that, where all earned days are not used in one (1) school year they shall be cumulative. Immediate family is defined as an employee's spouse, same-gender domestic partner, child, grandchild, parent, parent-in-law, grandparent or an individual with whom the employee was or is in a relationship *in loco parentis*. If an employee is dismissed or resigns prior to the end of the work year and has used more sick leave than has been accumulated on a one (1) day per month rate, the excess sick leave pay shall be deducted from the employee's final paycheck. For purposes of this Article, any absences because of pregnancy whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth shall be considered a personal illness. A written accounting of how many sick leave days an employee has accrued will be provided to each employee by October 1 of each school year. When an employee takes sick leave in excess of three (3) consecutive workdays or when suspected abuse, the District reserves the right to require certification from the employee's attending physician or practitioner that the illness or injury prevents the employee from working.
2. The Superintendent may inquire as to the accuracy of reporting of sick leave taken prior to or the day following a holiday period or other unpaid leave period.

B. Family Illness

1. In the event of illness/injury requiring parental care in their immediate family, employees may use their sick leave to attend to the family member. If the employee has used all of their accumulated sick leave for personal or family illness, the District will then grant up to three (3) additional days of paid family illness leave for employees to attend to their ill or injured family member requiring personal family care.
2. In the case of two (2) employees from the same family, both must have used their accumulated sick leave prior to being granted family illness leave and the total family illness leave will be three (3) days.

C. Personal Leave

1. The District will grant employees personal leave with full pay for three (3) days per school year.
2. Personal leave should be approved at least five (5) days in advance by the building administrator whenever such prior approval is feasible. Involuntary absences occasioned by personal business of any emergency nature may be excused if application is made within five (5) days upon return to service.
3. The District shall buy back any personal leave days that are unused upon fulfilling contract requirements. Compensation for these unused days shall be at the employee's regular per diem and will be made with the final contract payment.

D. Bereavement Leave

1. The District will grant each employee five (5) days paid bereavement leave per occurrence in the event of the death of an employee's spouse, same-gender domestic partner, child, grandchild, parent or an individual with whom the employee was or is in a relationship *in loco parentis*, grandparent, sibling, in-laws, or other legal dependent of the employee's household. In-laws are defined as mother, father, brother, sister, and grandparent in-law(s). All bereavement leave taken due to the death of a family member shall be completed within sixty (60) days of the date the employee learned of the death, consistent with Oregon Administrative Rule for the Oregon Family Leave Act, 839-009-0230. Any additional leave taken due to the death of a covered family member will be in accordance with Oregon Family Leave Act (OFLA), 839-009-0230.

E. Court Duty

1. When an employee is called for jury duty or is subpoenaed as a witness, they will be continued at full salary for the period of required service. Those fees received by the employee will be paid to the District, minus actual expenses up to the employee's normal rate of pay. On any day an employee is on jury duty, the employee should return to school promptly upon completion of jury duty unless the school day has ended or unless it is not practicable.

F. Professional Leave and Development

1. The District will designate an amount each year for staff development such as conferences, workshops, and classes that are job related, in accordance with District goals, and beneficial to the employee and the District.
 - a. Approval will be granted through at least two (2) signatures of the administration, one (1) of which must be the superintendent.
 - b. Requests will be submitted and approved at least two (2) weeks prior to enrollment to qualify for reimbursements.
 - c. Requests and approvals will include a detailed list of all expenses, which may include travel, lodging, tuition, learning materials and/or food.
 - d. The individual must show evidence, by written verification, of satisfactory completion of the course and have a receipt for payment or canceled check to qualify for reimbursement.
 - e. Reimbursement will be within forty-five (45) days of completing sub-section D of this article.

G. Hardship Sick Leave Pool

1. An emergency Sick Leave Pool may be filled with a maximum of eighty (80) hours to be used by current employees who exhausts their sick leave due to a catastrophic, life threatening and long-term illness or injury.
 - a. The hours will be donated by current employees after a need is brought to the attention of the Superintendent through an application via the Deputy Clerk and after the committee meets to determine if the application meets the terms outlined.
 - b. Sixteen (16) hours can be donated by each member per year.
 - c. Eighty (80) hours can be used by any one (1) person each year.

- d. Special allowances may be made on a case-by-case basis as long as it is a catastrophic, life threatening and long-term illness or injury.
2. A committee of two (2) appointed members (one (1) classified and one (1) certified) plus the Superintendent and Deputy Clerk will determine the need for the hours based on the following criteria:
 - a. The bank is intended for catastrophic, life threatening and long-term illness or injury of employees only.
 - b. The recipient must have exhausted all earned sick leave and personal leave before receiving any hours from the Sick Leave Pool.
 - c. A doctor's note may or may not be required based on District recordkeeping.
 - d. The committee will respond to the applicant within three (3) days of receiving the application.
2. The committee will keep a record of recipients from year-to-year.

H. Comp Time

1. If, in the judgment of an hourly employee, work outside regularly scheduled hours up to a limit of 40 hours on a weekly basis is required, the employee shall notify the Superintendent or building administrator for approval. Upon approval from the Superintendent or building administrator, the employee can apply Comp Time on a one to one (1:1) hourly basis, rounded up to the next hour in the employee's favor. If such leave is not used by the end of the next full payroll period, the employee shall forfeit the Comp Time.
2. For work requested and approved that would put an employee in overtime status (over 40 hours per workweek), the Superintendent has the option to pay hours worked over forty (40) at an overtime rate or to flex out time needed to put the employee below the forty (40) hour threshold.

I. Paid Family Medical Leave Insurance

1. An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use only accrued leave in any order to make up the difference between their benefits and their normal salary/wage. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary/wage.
2. Employees will be required to pay their own contributions to the Oregon Paid Family and Medical Leave Insurance.

ARTICLE 15 – UNPAID LEAVES

A. Extended Leave of Absence

After three (3) years of employment with the District, an employee may request a leave of absence for a period of up to two (2) years. Requests for leave shall be submitted in writing. An unpaid leave shall be granted or denied at the discretion of the School Board.

B. Parent/Child Care Leave

The District acknowledges that Family Medical Leave Act (FMLA) laws and Oregon Family Leave Act (OFLA) laws govern parent/child care leave.

ARTICLE 16 – FUNDING

- A.** The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement may be determined differently than in previous school years and that revenue levels may change. The Oregon Legislature, people of the state of Oregon and local taxpayers all have a role in the process.
- B.** If the District closes school due to current or projected revenue shortfalls in the District's sole discretion, such closure shall be district-wide.
- C.** The parties recognize the District may need to have an employee work during the school closure for necessary maintenance, building security and emergency necessities.
- D.** This agreement does not guarantee any level of employment.

ARTICLE 17 – REDUCTION IN FORCE AND RECALL

A. NOTICE

In the event that a reduction in force or hours is ordered, the notice to the Association will specify the reasons, categories, job titles, and names of employees to be affected.

B. ASSOCIATION/MANAGEMENT DISCUSSIONS

In the event of a reduction in force, a reduction in employees and/or hours shall be determined by inverse seniority, within the job descriptions. A job title is defined by a job description.

ASSOCIATION/MANAGEMENT DISCUSSIONS

The Association may, upon notification of the layoffs, request to meet with a designated District representative to discuss the pending layoff. As part of the discussions relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause timelines to be extended, unless the district so desires; nor shall it deter the District from placing its determined course of action into effect. In the event of a reduction in force, a reduction in employees shall be determined by inverse seniority, within the job descriptions. A job title is defined by a job description.

SENIORITY AND LAYOFF PROCESS

1. Seniority shall be defined as the total length of service as a classified employee within the District from the seniority list attached (the years of service do not directly indicate and/or correspond with placement on salary schedule). All authorized paid leave will be counted toward seniority; unpaid leaves of absence will not count toward seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
2. Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected classified bargaining unit members of their layoff.
3. Layoff of classified bargaining unit members will be based upon job skills, and seniority, but such layoff will occur by classification. Laid-off employees will not be paid any salary or benefits during the period of layoff. A laid-off employee may, at their own expense, continue insurance coverage subject to the approval of the insurance carrier(s).
4. A laid-off bargaining unit member who previously worked in a different position for the District (within the definition of seniority in Subsection 1 herein), may "bump" a bargaining unit member in the other position as long as two (2) conditions are met:
 - a. The laid-off bargaining unit member has greater position seniority than the person to be "bumped"; and
 - b. The laid-off employee had satisfactory evaluations while employed in the previous position and an acceptable disciplinary record.
5. Recall rights shall exist for twenty-seven (27) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the twenty-seven (27) months will be deemed to have resigned in good standing.
6. Whenever the District determines that a regular vacancy exists within a position which has experienced a layoff (within the last twelve (12) months), laid-off employees from that position will be mailed notice at the last address the District has on record for the laid-off employee. The laid-off employee will have fourteen (14) calendar days to respond to the recall notice. Failure to respond within the fourteen (14) calendar 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.

7. If no laid-off employee has responded to the recall by position, or if no further laid-off employees exist from the position, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in their own position.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

A. Legality

If any provision of this Agreement or any application of the Agreement to any employee(s) is held to be contrary to the law, the provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Modifications in Writing

Modifications of this Agreement can only be made by approval of both parties and any such modifications must be in writing and duly authorized.

D. Renewal

This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the District or the Classified Staff Association gives written notice to the other, not later than May 1st of the year prior to the expiration date of this Agreement, of its desire to modify the Agreement for a successive term or to terminate this Agreement in full.

E. End of Employment

1. Vacation/Personal – Upon leaving employment an employee will be paid at face value of all unused vacation/personal days prorated, based on the number of months worked.

ARTICLE 19 – PERS

The District shall pay the current six percent (6%) required employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System (PERS). Such pick-up or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.

In the event that new legislation is passed that would prohibit the District from contributing the employee's six percent (6%) portion, negotiations may be re-opened by either side for the term of this contract.

ARTICLE 20 – EARLY RETIREMENT OPTION

Any employee who was employed full time during the 2002-2003, school year and has worked for the District for fifteen (15) years or more and elects to retire early and meets the qualifications and requirements of the Public Employees Retirement System (PERS) will qualify for the following early retirement option:

Beginning June 1, 2009

Any eligible retiree would be allowed to receive an insurance package up to \$435 per month from the district for up to five (5) years or to the age of 65, whichever occurs first. The employee agrees to work twenty (20) days each year of the agreement. Staff would be allowed to work in excess of twenty (20) days in any given year and store to a bank to adjust future years of the retirement benefit. Eligible retirees would be those employed by the Imbler School District through their eligible PERS retirement date.

Any premium cost above the monthly \$435 cap is the responsibility of the retiree. This amount would be due to the District on the 25th of each month. Retirees could work additional substitute days at the rate of regular substitute pay to earn money to offset this amount above the \$435 cap.

ARTICLE 21 – TERM OF AGREEMENT

A. This Agreement shall be effective upon the signing of this Agreement and shall be binding upon the District and the Classified Staff Association through June 30, 2026.

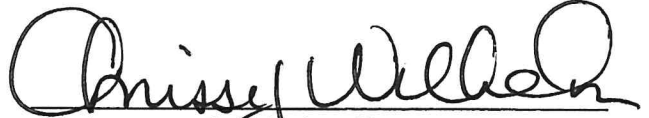
B. Executed this, June 20, 2023, at Imbler, Oregon by the undersigned officers by the authority of and on behalf of the Imbler Board of Education (District) and Oregon School Employees Association, Imbler Chapter (Association).



For the District

6-20-2023

Date



For the OSEA Classified Staff

8/21/23

Date

Digitally signed by Carl Howard
DN: cn=Carl Howard, o=Oregon School Employees Association,
ou=Field Representative, email=Carl@OSEA.org, c=US
Date: 2023.07.05 14:57:36 -07'00'

For the Oregon School Employees Association

7-5-23

Date

APPENDIX A:

2023-2024-5%												
	1		2		3		4		5		6	
Admin Asst.	\$38,078.00		\$39,144.18		\$40,240.22		\$41,366.95		\$42,525.22		\$43,715.93	
	1	2	3	4	5	6	7	8	9	10	11	12
Library Coord	\$16.30	\$16.76	\$17.23	\$17.71	\$18.20	\$18.71	\$19.24	\$19.78	\$20.33	\$20.90	\$21.48	\$22.09
Cust/Main	\$16.55	\$17.01	\$17.49	\$17.98	\$18.48	\$19.00	\$19.53	\$20.08	\$20.64	\$21.22	\$21.81	\$22.42
Asst. Cook	\$14.93	\$15.35	\$15.78	\$16.22	\$16.67	\$17.14	\$17.62	\$18.12	\$18.62	\$19.14	\$19.68	\$20.23
Para	\$15.19	\$15.62	\$16.05	\$16.50	\$16.96	\$17.44	\$17.93	\$18.43	\$18.95	\$19.48	\$20.02	\$20.58

2024-2025-4%												
	1		2		3		4		5		6	
Admin Asst.	\$39,601.12		\$40,709.95		\$41,849.83		\$43,021.63		\$44,226.23		\$45,464.57	
	1	2	3	4	5	6	7	8	9	10	11	12
Library Coord	\$16.95	\$17.43	\$17.91	\$18.42	\$18.93	\$19.46	\$20.01	\$20.57	\$21.14	\$21.73	\$22.34	\$22.97
Cust/Main	\$17.21	\$17.69	\$18.19	\$18.70	\$19.22	\$19.76	\$20.31	\$20.88	\$21.47	\$22.07	\$22.69	\$23.32
Asst. Cook	\$15.53	\$15.96	\$16.41	\$16.87	\$17.34	\$17.83	\$18.33	\$18.84	\$19.37	\$19.91	\$20.47	\$21.04
Para	\$15.80	\$16.24	\$16.69	\$17.16	\$17.64	\$18.14	\$18.64	\$19.17	\$19.70	\$20.25	\$20.82	\$21.41

2025-2026-3%												
	1		2		3		4		5		6	
Admin Asst.	\$40,789.15		\$41,931.25		\$43,105.32		\$44,312.28		\$45,553.02		\$46,828.50	
	1	2	3	4	5	6	7	8	9	10	11	12
Library Coord	\$17.46	\$17.95	\$18.45	\$18.97	\$19.50	\$20.04	\$20.61	\$21.19	\$21.77	\$22.38	\$23.01	\$23.66
Cust/Main	\$17.73	\$18.22	\$18.73	\$19.26	\$19.80	\$20.35	\$20.92	\$21.51	\$22.11	\$22.73	\$23.36	\$24.02
Asst. Cook	\$16.00	\$16.44	\$16.90	\$17.38	\$17.86	\$18.36	\$18.88	\$19.41	\$19.95	\$20.51	\$21.08	\$21.67
Para	\$16.27	\$16.73	\$17.20	\$17.68	\$18.17	\$18.68	\$19.21	\$19.74	\$20.30	\$20.87	\$21.45	\$22.05